# APPROVED BY THE SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MARCH 28, 2024



## **MINUTES**

## SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING February 22, 2024 – 9:00 a.m.

Meeting was conducted In-person and via Webex Webinar
Southern Nevada Health District, 280 S. Decatur Boulevard, Las Vegas, NV 89107
Red Rock Trail Rooms A and B

**MEMBERS PRESENT:** Marilyn Kirkpatrick, Chair – Commissioner, Clark County (in-person)

Scott Nielson, Vice-Chair – At-Large Member, Gaming (in-person) Frank Nemec, Secretary – At-Large Member, Physician (in-person)

Bobbette Bond – At-Large Member, Regulated Business/Industry (in-person)

Nancy Brune – Council Member, City of Las Vegas (Call-in User 2)
Pattie Gallo – Council Member, City of Mesquite (via WebEx)
Joseph Hardy – Council Member, City of Boulder City (via WebEx)
Jim Seebock – Council Member, City of Henderson (in-person)
Tick Segerblom – Commissioner, Clark County (in-person)

ABSENT: Scott Black – Mayor Pro Tempore, City of North Las Vegas

Brian Knudsen – Mayor Pro Tempore, City of Las Vegas

**ALSO PRESENT:** Linda Anderson, Georgi Collins, Jessika Dragna, Allison Genco, Lexa Green, (In Audience) Savanna Harper, Maya Holmes, Lisa Kelso, Jason Klumb, Dale Martin,

Savanna Harper, Maya Holmes, Lisa Kelso, Jason Klumb, Dale Martin, Bradley Mayer, Javie Rivera-Rojas, Shana Tello, Jennalyn Wong, Minnie Wood

**LEGAL COUNSEL:** Heather Anderson-Fintak, General Counsel

**EXECUTIVE SECRETARY:** Fermin Leguen, MD, MPH, District Health Officer

**STAFF:** Elizabeth Adelman, Malcolm Ahlo, Emily Anelli, Jacqueline Ayala, Maria

Azzarelli, Tawana Bellamy, Julie Bingham, Haley Blake, Todd Bleak, Murphy Boudreaux, Amanda Brown, Lori Bryan, Nicole Bungum, Cory Burgess, Dan

Burns, Victoria Burris, Donna Buss, Belen Campos-Garcia, Arcmiguel Cordial, Andria Cordovez Mulet, Susan Crutchfield, Cherie Custodio, Aaron DelCotto, Brandon Delise, Lisa Falkner, Brian Felgar, Jason Frame, Kimberly Franich, Jacques Graham, Heather Hanoff, Maria Harris, Amineh Harvey, Richard Hazeltine, Dan Isler, Jessica Johnson, Matthew Kappel, Theresa Ladd, Dann Limuel Lat, Josie Llorico, Cassius Lockett, Randy Luckett,

Monahan, Samantha Morales, Christian Murua, Brian Northam, Veralynn Orewyler, Kyle Parkson, Shannon Pickering, Luann Province, Katarina Pulver, Yin Jie Qin, Larry Rogers, Kim Saner, Aivelhyn Santos, Chris Saxton, Karla Shoup, Jennifer Sizemore, Randy Smith, Rosanne Sugay, Ronique Tatum-Penegar, Will Thompson, Gabriela Villafuerte, Jorge Viote, Donnie

Whitaker, Edward Wynder, Lourdes Yapjoco, Merylyn Yegon, Lei Zhang,

Sandy Luckett, Hetal Luhar, Marisol Maciel, Jonas Maratita, Kimberly

Ying Zhang

#### I. CALL TO ORDER and ROLL CALL

The Chair called the Southern Nevada District Board of Health Meeting to order at 9:03 a.m. Andria Cordovez Mulet, Executive Assistant, administered the roll call and confirmed quorum. Ms. Cordovez Mulet provided clear and complete instructions for members of the general public to call in to the meeting to provide public comment, including a telephone number and access code.

#### II. PLEDGE OF ALLEGIANCE

#### III. RECOGNITIONS

The Chair, on behalf of the Board of Health and the Health District, recognized Michael Johnson, PhD, who passed away earlier in the month. Dr. Johnson joined the Health District as the Director of Community Health in April 2016, and oversaw multiple public health programs during his tenure, and actively contributed to important public health initiatives such as:

- Tobacco Control and Youth Vaping Prevention
- Online renewals for Food Handler Cards
- Barber/Beauty Shop Health Outreach
- Expansion of the Public Health lab
- Incident Command System to the COVID-19 Response

Dr. Johnson always had a smile on his face to match his cheerful disposition. He was a champion for his staff and a strong advocate for the programs and initiatives he oversaw. A moment of silence was observed in memoriam.

Member Nielson joined the meeting at 9:06 a.m.

# 1. Immunization Team, Sarah Lugo (Community Health Nurse Supervisor), Chris Elaine Mariano (Community Health Nurse Supervisor)

- Silver Syringe Award Outstanding Adolescent Immunization Partner (Chris Elaine Mariano)
   Immunize Nevada
- Silver Syringe Award Outstanding Adult Immunization Partner (Sarah Lugo) Immunize Nevada
- Silver Syringe Award Outstanding Champion (Sarah Lugo) Immunize Nevada

The Chair recognized the Immunization Team for receiving several Silver Syringe Awards from Immunize Nevada. Specifically, Chris Elaine Mariano for receiving the award for Adolescent Immunization Partner and Sarah Lugo for receiving the awards for Adult Immunization Partner and Champion. The Silver Syringe Awards recognize outstanding individuals and organizations that have worked to increase immunization awareness, improve immunization rates, provide in-kind services and other activities to help promote immunizations across Nevada. On behalf of the Health District and Board of Health, the Chair congratulated the entire team for this well-deserved honor.

#### 2. Southern Nevada Community Health Center

 2023 Community Health Quality Recognition (CHQR) Badge – Addressing Social Risk Factors to Health and Advancing HIT for Quality – Health Resources & Services Administration (HRSA)

The Chair recognized the Southern Nevada Community Health Center for being awarded two Community Health Quality Recognition Badges by HRSA, (i) Addressing Social Risk Factors to Health, and (ii) Advancing Health Information Technology for Quality. The badges recognize Health Center Program awardees and look-alikes that have made notable quality improvement achievements in the areas of access, quality, health equity, health information technology, and COVID-19 public health emergency response for the most recent Uniform Data System (UDS) reporting period. All health center efforts are central to advancing a model of coordinated, comprehensive, and patient centered care serving over 30 million people every year. On behalf of the Health District and Board of Health, the Chair congratulated the entire team for this well-deserved honor.

## 3. Heather Anderson-Fintak (General Counsel)

 Published chapter on "Finding Success in Public Health and as In-House Government Counsel" in the publication "Her Story: The Resilient Woman Lawyer's Guide to Conquering Obstacles (Book 2)"

The Chair recognized Heather Anderson-Fintak for her contribution to Book 2 of "Her Story: The Resilient Woman Lawyer's Guide to Conquering Obstacles". This was a collection of essays written by women lawyers as a form of virtual mentoring to build up the next generation of woman advocates so that they, too, may add their stories. Ms. Anderson-Fintak's chapter on "Finding Success in Public Health and as In House Government Counsel" followed her journey from deciding to go to law school to becoming the Health District's General Counsel. On behalf of the Health District and Board of Health, the Chair congratulated Ms. Anderson-Fintak for this well-deserved honor.

IV. FIRST PUBLIC COMMENT: A period devoted to comments by the general public about those items appearing on the agenda. Comments will be limited to five (5) minutes per speaker. Please clearly state your name and address and spell your last name for the record. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote.

Seeing no one, the Chair closed the First Public Comment period.

## V. ADOPTION OF THE FEBRUARY 22, 2024 MEETING AGENDA (for possible action)

Item VI.6 was removed from the Consent Agenda.

A motion was made by Member Neilson, seconded by Member Nemec, and carried unanimously to approve the February 22, 2024 Agenda, as amended.

- VI. CONSENT AGENDA: Items for action to be considered by the Southern Nevada District Board of Health which may be enacted by one motion. Any item may be discussed separately per Board Member request before action. Any exceptions to the Consent Agenda must be stated prior to approval.
  - 1. APPROVE MINUTES/BOARD OF HEALTH MEETING: January 24, 2024 (for possible action)
  - 2. PETITION #24-24: Approval of an Interlocal Agreement between the Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner (CCOCME) to collaborate on the abstraction of drug overdose data for entry into the State Unintentional Drug Overdose Reporting System (SUDORS); direct staff accordingly or take other action as deemed necessary (for possible action)
  - 3. PETITION #25-24: Approval of an Interlocal Agreement between the Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner (CCOCME) to collaborate on the abstraction of violent death data for entry into the National Violent Death Reporting System (NVDRS); direct staff accordingly or take other action as deemed necessary (for possible action)
  - 4. PETITION #26-24: Approval of an Interlocal Agreement between the Southern Nevada Health District and the Clark County School District to provide services to support the CCSD's Safe Routes to School Program; direct staff accordingly or take other action as deemed necessary (for possible action)
  - 5. PETITION #27-24: Approval of an Interlocal Agreement between the Southern Nevada Health District and Clark County, Nevada to implement the HIV Status Neutral Rapid PREVENT Program; direct staff accordingly or take other action as deemed necessary (for possible action)
  - 6.—PETITION #28-24: Approval of a Construction Agreement between the Southern Nevada
    Health District and Fong Construction for the replacement of the front entrance doors at
    the Main Facility; direct staff accordingly or take other action as deemed necessary (for
    possible action)

Item VI.6 (Petition #28-24) was removed from the Consent Agenda.

A motion was made by Member Nielson, seconded by Member Seebock, and carried unanimously to approve the February 22, 204 Consent Agenda, as amended.

VII. PUBLIC HEARING / ACTION: Members of the public are allowed to speak on Public Hearing / Action items after the Board's discussion and prior to their vote. Each speaker will be given five (5) minutes to address the Board on the pending topic. No person may yield his or her time to another person. In those situations where large groups of people desire to address the Board on the same matter, the Chair may request that those groups select only one or two speakers from the group to address the Board on behalf of the group. Once the public hearing is closed, no additional public comment will be accepted.

1. Variance Request for an Application to Construct a Septic System located at 7237 W. Washburn Rd., Las Vegas, NV 89149, on an undersized lot; direct staff accordingly or take other action as deemed necessary (for possible action)

Daniel Isler, Environmental Health Engineer Supervisor, presented the variance request for an application to construct a septic system located at 7237 W. Washburn Rd., Las Vegas, NV 89149. Mr. Isler advised that the staff recommended approval of the variance request, with three conditions. Dale Martin, the representative for the applicant, was also present.

The Chair opened for Public Comment.

Seeing no one, the Chair closed the Public Comment.

After discussion, the following motion was made:

A motion was made by Member Seebock, seconded by Member Neilson, and carried unanimously to approve the Variance Request for an Application to Construct a Septic System located at 7237 W. Washburn Rd., Las Vegas, NV 89149 with the following conditions:

- 1. Petitioner and their successor(s) in interest shall abide by all local governmental regulations requiring connection to community sewage systems. Use of the ISDS shall be discontinued and the structure it serves shall be connected by any community sewage system constructed in the future to within four hundred (400) feet of the applicant's property line when connection can be made by gravity flow and the owner(s) are notified and legally required to do so.
- 2. Petitioners and their successor(s) will abide by the operation and maintenance requirements of the most current SNHD Regulations governing individual sewage disposal systems.
- 3. Construction of the ISDS must commence within one (1) year of the date hereof. If the construction has not commenced within that period, this variance shall automatically expire and be of no further force and effect, unless application is made and approved for an extension of time prior to the expiration date by Petitioner or Petitioner's successor(s) in interest.

#### VIII. REPORT / DISCUSSION / ACTION

There were no items heard.

IX. BOARD REPORTS: The Southern Nevada District Board of Health members may identify and comment on Health District related issues. Comments made by individual Board members during this portion of the agenda will not be acted upon by the Southern Nevada District Board of Health unless that subject is on the agenda and scheduled for action. (Information Only)

The Chair requested a sub-committee to address free standing emergency rooms to review the value that they bring to our community. The Chair, Member Bond, Member Brune and Member Nemec requested to be members of this sub-committee. Member Bond requested that an understanding of the patient experience be added to the sub-committee.

#### X. HEALTH OFFICER & STAFF REPORTS (Information Only)

#### DHO Comments

In addition to his written report, Dr. Leguen raised the issues that there have been an increase in opioid overdose and death in Clark County. In 2020, there were 73 deaths and in 2023, it increased to 144 deaths associated with opioid overdose. Dr. Leguen advised that the Health District was working with community-based organizations, the state and federal governments. Dr. Leguen further advised that an important tool to combat this increase was Narcan. However, the number of doses available was still relatively small based on the demand. Narcan was available at the Health District and injectable Naloxone was available at seven public places in the community.

Member Nemec suggested a broader distribution of Narcan by including them near AED machines. Dr. Leguen advised that staff would explore this suggestion and further advised that the challenge was the supply of Narcan. Brandon Delise, Senior Epidemiologist, advised that that Health District received a grant for \$500,000, all of which was used to purchase Narcan. The Chair suggested staff contact the Chamber of Commerce to assist in the distribution in the community. Mr. Delise further advised that the Health District provided organizations, on a quarterly basis, with training on Narcan and a supply to distribute to their staff and the community. Mr. Delise indicated that in 2023, 30,000 doses of Narcan were distributed in the community. The Chair suggested that a letter be sent to the state regarding available opioid funding.

#### Overview of the 340B Program

Dr. Todd Bleak, Pharmacy Services Manager, provided an overview of the 340B Program.

Further to an inquiry from the Chair regarding the increase in pharmacy volume, Dr. Bleak advised that the majority of the increase related to chronic care medications for primary care. Dr. Bleak advised that the increase in dollar amounts were for Ryan White and sexual health medications. Dr. Bleak advised that some manufacturers have a patient assistance program for uninsured patients that provide medications for either free or at a discounted rate. The Health District would apply, on behalf of patients, for this program. Dr. Bleak advised that in the last 5-7 years, there has been a decrease in the reimbursement for the medications for 340B entities, which would result in the Health District absorbing any outstanding amount.

Further to an inquiry from Member Bond, Dr. Bleak advised that insurers were attempting to pay 340B providers less than non-340B providers for providing the same medications and services. Dr. Bleak advised that a benefit to the Health District was having its own pharmacies as it provides a convenience to patients and providers, with any savings going back into the Health District.

Further to an inquiry from Ms. Bond, Dr. Bleak advised that the original 340B legislation excluded vaccines from the 340 program.

## Overview of Cybersecurity

Jason Frame, Chief Information Officer, provided an overview of cyber resilience at the Health District.

Member Segerblom left the meeting at 10:22 a.m. and did not return.

• Addressing Surveillance Data from Public Health Perspective

Dr. Ying Zhang, Senior Scientist, and Brandon Delise, Senior Epidemiologist, provided a presentation on addressing surveillance data from a public health perspective. Mr. Delise outlined the Health District's data suppression rules that safeguard protected health information. Mr. Delise advised that a threshold of five was set for count data. Therefore, if any count data was less than five it would be removed from reporting.

The Chair, along with others on the Board, expressed concern on removing the count data when it was below the threshold and suggested a notation explaining the data suppression rules of data, along with a less than symbol (<5). This would avoid any confusion in the community on the representation of the data.

#### XI. INFORMATIONAL ITEMS

- 1. 2024-2027 Strategic Plan
- 2. Administration Division Monthly Activity Report
- 3. Community Health Division Monthly Activity Report
- 4. Community Health Center (FQHC) Division Monthly Report
- 5. Disease Surveillance and Control Division Monthly Activity Report
- 6. Environmental Health Division Monthly Activity Report
- 7. Primary & Preventive Care Division Monthly Activity Report
- XII. SECOND PUBLIC COMMENT: A period devoted to comments by the general public, if any, and discussion of those comments, about matters relevant to the Board's jurisdiction will be held. Comments will be limited to five (5) minutes per speaker. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote.

Seeing no one, the Chair closed the Second Public Comment portion.

## XIII. ADJOURNMENT

The Chair adjourned the meeting at 10:40 a.m.

Fermin Leguen, MD, MPH
District Health Officer/Executive Secretary

/acm





## **AGENDA**

# SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING February 22, 2024 – 9:00 A.M.

Meeting will be conducted In-person and via Webex Southern Nevada Health District, 280 S. Decatur Boulevard, Las Vegas, NV 89107 Red Rock Trail Rooms A and B

## NOTICE

#### WebEx address for attendees:

https://snhd.webex.com/snhd/j.php?MTID=m5b87127d57c2bfbd423e0df827ea53c3

To call into the meeting, dial (415) 655-0001 and enter Access Code: 2554 792 2910

For other governmental agencies using video conferencing capability, the Video Address is: 25547922910@snhd.webex.com

#### NOTE:

- Agenda items may be taken out of order at the discretion of the Chair.
- > The Board may combine two or more agenda items for consideration.
- The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
  - I. CALL TO ORDER AND ROLL CALL
  - II. PLEDGE OF ALLEGIANCE

#### III. RECOGNITIONS

- 1. Immunization Team, Sarah Lugo (Community Health Nurse Supervisor), Chris Elaine Mariano (Community Health Nurse Supervisor)
  - Silver Syringe Award Outstanding Adolescent Immunization Partner (Chris Elaine Mariano) Immunize Nevada
  - Silver Syringe Award Outstanding Adult Immunization Partner (Sarah Lugo) Immunize Nevada
  - Silver Syringe Award Outstanding Champion (Sarah Lugo) Immunize Nevada
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  - 2023 Community Health Quality Recognition (CHQR) Badge Addressing Social Risk Factors to Health and Advancing HIT for Quality – Health Resources & Services Administration (HRSA)
- 3. Heather Anderson-Fintak (General Counsel)
  - Published chapter on "Finding Success in Public Health and as In-House Government Counsel" in the publication "Her Story: The Resilient Woman Lawyer's Guide to Conquering Obstacles (Book 2)"

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  - **By Webex:** Use the Webex link above. You will be able to provide real-time chat-room messaging, which can be read into the record by a Southern Nevada Health District employee or by raising your hand during the public comment period and a Southern Nevada Health District employee will unmute your connection. Additional Instructions will be provided at the time of public comment.
  - **By email:** <a href="mailto:public-comment@snhd.org">public-comment@snhd.org</a>. For comments submitted prior to and during the live meeting, include your name, zip code, the agenda item number on which you are commenting, and your comment. Please indicate whether you wish your email comment to be read into the record during the meeting or added to the backup materials for the record. If not specified, comments will be added to the backup materials.
  - **By telephone:** Call (415) 655-0001 and enter access code 2554 792 2910. To provide public comment over the telephone, please press \*3 during the comment period and wait to be called on.
- V. ADOPTION OF THE FEBRUARY 22, 2024 AGENDA (for possible action)
- VI. CONSENT AGENDA: Items for action to be considered by the Southern Nevada District Board of Health which may be enacted by one motion. Any item may be discussed separately per Board Member request before action. Any exceptions to the Consent Agenda must be stated prior to approval.
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- VII. PUBLIC HEARING / ACTION: Members of the public are allowed to speak on Public Hearing / Action items after the Board's discussion and prior to their vote. Each speaker will be given five (5) minutes to address the Board on the pending topic. No person may yield his or her time to another person. In those situations where large groups of people desire to address the Board on the same matter, the Chair may request that those groups select only one or two speakers from the group to address the Board on behalf of the group. Once the public hearing is closed no additional public comment will be accepted.
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#### VIII. REPORT / DISCUSSION / ACTION

IX. BOARD REPORTS: The Southern Nevada District Board of Health members may identify and comment on Health District related issues. Comments made by individual Board members during this portion of the agenda will not be acted upon by the Southern Nevada District Board of Health unless that subject is on the agenda and scheduled for action. (Information Only)

#### X. **HEALTH OFFICER & STAFF REPORTS** (Information Only)

- DHO Comments
- Overview of the 340B Program
- Overview of Cybersecurity
- Addressing Surveillance Data from Public Health Perspective

#### XI. INFORMATIONAL ITEMS

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- XII. SECOND PUBLIC COMMENT: A period devoted to comments by the general public, if any, and discussion of those comments, about matters relevant to the Board's jurisdiction will be held. Comments will be limited to five (5) minutes per speaker. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote. See above for instructions for submitting public comment.

#### XIII. ADJOURNMENT

NOTE: Disabled members of the public who require special accommodations or assistance at the meeting are requested to notify the Administration Office at the Southern Nevada Health District by calling (702) 759-1201.

THIS AGENDA HAS BEEN PUBLICLY NOTICED on the Southern Nevada Health District's Website at <a href="https://snhd.info/meetings">https://snhd.info/meetings</a>, the Nevada Public Notice website at <a href="https://notice.nv.gov">https://notice.nv.gov</a>, and a copy will be provided to any person who has requested one via U.S mail or electronic mail. All meeting notices include the time of the meeting, access instructions, and the meeting agenda. For copies of agenda backup material, please contact the Administration Office at 280 S. Decatur Blvd., Las Vegas, NV 89107 or (702) 759-1201.



## **MINUTES**

## SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING

January 25, 2024 – 9:00 a.m.

Meeting was conducted In-person and via Webex Webinar Southern Nevada Health District, 280 S. Decatur Boulevard, Las Vegas, NV 89107 Red Rock Trail Rooms A and B

MEMBERS PRESENT: Marilyn Kirkpatrick, Chair – Commissioner, Clark County (in-person)

> Scott Nielson, Vice-Chair – At-Large Member, Gaming (in-person) Frank Nemec, Secretary – At-Large Member, Physician (in-person) Scott Black - Mayor Pro Tempore, City of North Las Vegas (in-person) Bobbette Bond – At-Large Member, Regulated Business/Industry (in-person)

Nancy Brune – Council Member, City of Las Vegas (in-person) Pattie Gallo – Council Member, City of Mesquite (via WebEx) Joseph Hardy – Council Member, City of Boulder City (in-person) Brian Knudsen – Mayor Pro Tempore, City of Las Vegas (in-person) Jim Seebock – Council Member, City of Henderson (in-person)

Tick Segerblom - Commissioner, Clark County ABSENT:

Linda Anderson, Chris Bosse, Christopher Boyd, William Covington, Jessika ALSO PRESENT: (In Audience) Dragna, Allison Genco, Maya Holmes, Bradley Mayer, Lisa Rogge, Kendra Saffle,

Stacie Sasso, Gina Stroughter, Shana Tello, Stacy Walton

**LEGAL COUNSEL:** Heather Anderson-Fintak, General Counsel

**EXECUTIVE SECRETARY:** Fermin Leguen, MD, MPH, District Health Officer

STAFF: Elizabeth Adelman, Adriana Alvarez, Jonna Argueros, Jacqueline Ayala, Maria

> Azzarelli, Tawana Bellamy, Haley Blake, Murphy Boudreaux, Amanda Brown, Lori Bryan, Arturo Buen, Dee Dee Bulloch, Cory Burgess, Dan Burns, Victoria Burris, Belen Campos-Garcia, Maria Cervas, Jonathan Contreras, Andria Cordovez Mulet, Stacy Cruz, Teresa D'Costa, Sherilyn De Los Santos, Aaron DelCotto, Tabby Eddleman, Brian Felgar, Jason Frame, Kimberly Franich, Joe Ginty, Jacques Graham, John Hammond, Heather Hanoff, Maria Harris, Amineh Harvey, Richard Hazeltine, Reyna Herrera, Raychel Holbert, Carmen Hua, DeAngelo Hughes, Dan Isler, Danielle Jamerson, Jessica Johnson, Stacy Johnson, Matthew Kappel, Theresa Ladd, Heidi Laird, Yami Lionetti, Josie Llorico, Cassius Lockett, Randy Luckett, Sandy Luckett, Julie Maldonado, Roni Mauro, Eric McIntyre, Kimberly Monahan, Christian Murua, Semilla Neal, Todd Nicolson, Brian Northam, Veralynn Orewyler, Laura Palmer, Kyle Parkson, Neleida Pelaez, Katarina Pulver, Yin Jie Qin, Zuwen Qiu-Schultz, Sandy Rodriguez, Larry Rogers, Alexis Romero, Ruby Rosano, Kim Saner, Chris Saxton, Dave Sheehan, Karla Shoup, Jennifer Sizemore, Angel Stachnik, Rosanne Sugay, Candyce Taylor, Sibyl Tharayani, Will Thompson, Rebecca

> Topol, Shylo Urzi, Mayra Villa, Michelle Villanueva, Jorge Viote, Lucia Voss, Donnie Whitaker, Edward Wynder, Lourdes Yapjoco, Merylyn Yegon, Lei Zhang,

Ying Zhang

#### I. **CALL TO ORDER and ROLL CALL**

The Chair called the Southern Nevada District Board of Health Meeting to order at 9:05 a.m. Andria Cordovez Mulet, Executive Assistant, administered the roll call and confirmed quorum. Ms. Cordovez Mulet provided clear and complete instructions for members of the general public to call in to the meeting to provide public comment, including a telephone number and access code.

## II. PLEDGE OF ALLEGIANCE

#### III. RECOGNITIONS

#### 1. Acute Communicable Disease Control (ACDC) Public Health Vending Project

CDC Success Story – Public Heath Infrastructure – Office of Rural Health

The Chair recognized the Acute Communicable Disease Control Public Health Vending Project for their recent success story from the CDC's Office of Rural Health for the COVID-19 vending machines, which dispense at-home test kits, in Mesquite. This project was part of the COVID-19 Disparity Grant. Communicable Disease Supervisor Danielle Jamerson specifically facilitated the placement of this machine in Mesquite using her relationships and connections. As of November 4, 2023, 10,213 COVID-19 test kits were distributed from the rural Mesquite vending machines. On behalf of the Southern Nevada Health District and District Board of Health, the Chair congratulated the entire team for this well-deserved honor.

#### 2. Haley Blake, Matthew Kappel, Candyce Taylor, Zuwen Qui-Shultz

 Certification in Infection Control – Scholarship through the National Association of County and City Health Officials (NACCHO)

The Chair recognized Haley Blake, Matthew Kappel, Candyce Taylor, and Zuwen Qui-Shultz for receiving their Certification in Infection Control. Last year, SNHD was awarded a scholarship through NACCHO to support training for certifications in infection control. The COVID-19 pandemic revealed critical needs and areas to improve infection control in both healthcare and community settings and the scholarships were to increase the capacity of local health departments in infection prevention and control. Certification in Infection Control is a great accomplishment and in line with the NACCHO recommendations to improve infection control and increase local health department's capacity. On behalf of the Southern Nevada Health District and District Board of Health, the Chair congratulated them for this well-deserved honor.

## 3. Tuberculosis (TB) Clinic and Field Staff (Office of Disease Surveillance)

 Nevada Division of Public and Behavioral Health – Office of State Epidemiology – Spotlight on Your Local Tuberculosis Champions, Southern Nevada Health District

The Chair recognized the TB Clinic from the Division of Primary and Preventive Care and the surveillance staff from the Division of Disease Surveillance and Control for the recent spotlight on the Health District's TB Program by the State of Nevada TB Program in the Clark County Medical Society journal. The Health District's TB Program diligently manages the case for each individual assuring that they adhere to and respond to treatment, along with receiving psychological and social support. Each year the Program evaluates over 1000 persons for TB infection or disease, administering TB testing, radiography, sputum collection, analysis, and indicated treatment. The State TB Program commended the Health District's program for their efforts. On behalf of the Southern Nevada Health District and District Board of Health, the Chair congratulated the teams for this well-deserved honor.

IV. FIRST PUBLIC COMMENT: A period devoted to comments by the general public about those items appearing on the agenda. Comments will be limited to five (5) minutes per speaker. Please clearly state your name and address and spell your last name for the record. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote.

Seeing no one, the Chair closed the First Public Comment period.

V. ADOPTION OF THE JANUARY 25, 2024 MEETING AGENDA (for possible action)

A motion was made by Member Nielson, seconded by Member Black, and carried unanimously to approve the January 25, 2024 Agenda, as presented.

- VI. CONSENT AGENDA: Items for action to be considered by the Southern Nevada District Board of Health which may be enacted by one motion. Any item may be discussed separately per Board Member request before action. Any exceptions to the Consent Agenda must be stated prior to approval.
  - 1. APPROVE MINUTES/BOARD OF HEALTH MEETING: November 16, 2023 (for possible action)
  - PETITION #18-24: Approval of the Amendment to Interlocal Agreement between the Southern Nevada Health District and Clark County, Nevada for the Southern Nevada Geographic Information (GIS); direct staff accordingly or take other action as deemed necessary (for possible action)
  - 3. PETITION #19-24: Approval of the Interlocal Agreement (CBE No. 606812-23) between the Southern Nevada Health District and Clark County, Nevada to collaborate on Ryan White Part A Jurisdictional Clinical Quality Management; direct staff accordingly or take other action as deemed necessary (for possible action)
  - 4. PETITION #20-24: Approval of the Construction Agreement between the Southern Nevada Health District and EMCOR Services Mesa Energy Systems, Inc.; direct staff accordingly or take other action as deemed necessary (for possible action)
  - 5. PETITION #21-24: Approval of the Interlocal Contract Amendment to the Agreement between the Department of Conservation and National Resources Nevada Division of Environmental Protection and the Southern Nevada Health District.; direct staff accordingly or take other action as deemed necessary (for possible action)
  - 6. PETITION #23-24: Approve the amendment to the Interlocal Agreement among Clark County, Clark County Water Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District and Eighth Judicial District Court for the Self-Funded Group Medical and Dental Benefits Plans. (Also sitting as the Clark County Water Reclamation District Board of Trustees, the University Medical Center of Southern Nevada Board of Hospital Trustees, the Mount Charleston Fire Protection District Board of Fire Commissioners, and the Moapa Valley Fire Protection District Board of Fire Commissioners); direct staff accordingly or take other action as deemed necessary (for possible action)

A motion was made by Member Hardy, seconded by Member Nielson, and carried unanimously to approve the January 25, 2024 Consent Agenda, as presented.

- VII. PUBLIC HEARING / ACTION: Members of the public are allowed to speak on Public Hearing / Action items after the Board's discussion and prior to their vote. Each speaker will be given five (5) minutes to address the Board on the pending topic. No person may yield his or her time to another person. In those situations where large groups of people desire to address the Board on the same matter, the Chair may request that those groups select only one or two speakers from the group to address the Board on behalf of the group. Once the public hearing is closed, no additional public comment will be accepted.
  - 1. Variance Request for an existing septic system, SNHD Permit #ON0010593, located at 11010 La Cienega St, Las Vegas, NV 89183 to allow existing trees to encroach on the septic system; direct staff accordingly or take other action as deemed necessary (for possible action)

Dan Burns, Environmental Health Manager, and Daniel Isler, Environmental Health Engineer Supervisor, presented the variance request for an application to allow existing trees to encroach on the septic system located at 11010 La Cienega St., Las Vegas, NV 89183. Mr. Isler advised that the staff recommended approval of the variance request, with five conditions. The applicant, Stacy Walton, was also present virtually. Ms. Walton requested that the Board approve the staff recommendations and indicated that they, the applicants, agreed to the conditions.

The Chair opened for Public Comment.

Seeing no one, the Chair closed the Public Comment.

After discussion, the following motion was made:

A motion was made by Member Hardy, seconded by Member Bond, and carried unanimously to approve the Variance Request for an existing septic system, SNHD Permit #ON0010593, located at 11010 La Cienega St., Las Vegas, NV 89183 with the following conditions:

- 1. Petitioner and their successor(s) in interest shall abide by all local governmental regulations requiring connection to community sewage systems. Use of the ISDS shall be discontinued and the structure it serves shall be connected by any community sewage system constructed in the future to within four hundred (400) feet of the applicant's property line when connection can be made by gravity flow and the owner(s) are notified and legally required to do so.
- 2. Petitioners and their successor(s) will abide by the operation and maintenance requirements of the most current SNHD Regulations governing individual sewage disposal systems.
- 3. No more additional trees are allowed within ten (10) feet of the existing septic system.
- 4. The variance will be in effect until the existing residential septic system is inactivated, removed, or if the property changes land use. Conversion of the existing septic system for commercial use will result in the variance becoming null and void.
- 5. Petitioners and their successor(s) must provide copy of the variance to potential buyers as part of the disclosure process per NRS 113.

#### VIII. REPORT / DISCUSSION / ACTION

 PETITION #22-24 – Approval of Augmentation to the Southern Nevada Health District FY2024 Budget; direct staff accordingly or take other action as deemed necessary (for possible action)

Donnie (DJ) Whitaker, Chief Financial Officer, presented the three resolutions regarding the budget augmentation, as follows:

- Resolution #01-24
  - General Fund: Increase by \$14,493,431, from \$79,344,159 to \$93,837,590.
- Resolution #02-24
  - Grant Fund (Special Revenue): Increase by \$3,429,155, from \$93,292,443 to \$96,721,598.
- Resolution #03-24
  - Capital Fund: Increase by \$70,048, from \$1,914,552 to \$1,984,600.

Further to an inquiry from Member Brune, Ms. Whitaker advised that the increase in revenue for vaccinations was due to changes related to the COVID-19 vaccines, which were previously free, now being part of the fee schedule. Ms. Whitaker stated that this was not a new revenue stream.

Member Brune further inquired as to the percentage of revenue that other public health organizations received from grants. Dr. Leguen advised that each state, city, and county was different in terms of their revenue source. Dr. Leguen committed to contacting the Big Cities Health Coalition, which was a coalition of more than 30 large cities across the country, to obtain information on their revenue sources.

Further to an inquiry from Member Bond, Ms. Whitaker advised that immunizations and vaccines were not part of 340B funding. Member Bond further inquired how vaccines were purchased and whether the Health District participated in a purchasing pool. Lourdes Yapjoco, Director of Primary and Preventive Care, advised that vaccines were purchased directly from the manufacturers at a competitive price due to the number of vaccines purchased. Dr. Leguen advised that 340B funding had the biggest impact on HIV medications. Dr. Leguen further advised that for the last 2-3 years pharmaceutical companies fought to reduce the margin for 340B funding for HIV medications, which was across the country.

A motion was made by Member Nielson, seconded by Member Black, and carried unanimously to approve Petition #22-24 related to the Budget Augmentation for the Southern Nevada Health District Budget (i) Resolution #01-24 for the General Fund, (ii) Resolution #02-24 for the Grant Fund (Special Revenue), and (iii) Resolution #03-24 for the Capital Fund for the Fiscal Year Ending June 30, 2024 to meet the mandatory financial requirements of NRS 354.598005, as presented.

2. Receive, Discuss and Accept Recommendations from the DHO Annual Review Committee meeting on January 24, 2024 regarding the DHO Annual Review; direct staff accordingly or take action as deemed necessary (for possible action)

Member Black provided an overview of the DHO Annual Review Committee meeting on January 24, 2024. Member Black noted that Dr. Leguen is the Board's only employee.

In addition to the Report on the District Health Officer and Division Accomplishments for 2023 and Proposed Goals, Dr. Leguen briefly highlighted the following significant accomplishments:

- Successful Inaugural All Hands Retreat.
- Completed two budget augmentations and received approval from Department of Taxation with no findings.
- Congenital Syphilis Case Management Program (CSCMP).
- Immunization/Vaccination Efforts.
- Branding of the Health District and the Community Health Center.
- Harm Reduction Efforts.

Dr. Leguen highlighted the following goals/next steps:

- Implementation of SNHD's Strategic Plan.
- · Implementation of the Community Health Improvement Plan
  - Top health priorities → Access to Care, Chronic Diseases, Transportation, and PH funding.
- Implementation of the Public Health Infrastructure Project
  - Retain, support, and sustain the public health workforce.
- Public Health Laboratory expansion plan (\$10 million investment)
  - BSL-3, molecular and microbiology laboratories to support bioterrorism counter response and communicable disease surveillance.
- Advocate the legislature and federal delegation for approval of sustainable public funding in NV.
- Develop and implement comprehensive media and social marketing campaigns and community outreach interventions addressing Tobacco, Vaping, the Opioid epidemic, and Congenital Syphilis threats to our community.
- Enhance SNHC contribution to access to behavioral health services and interventions addressing the opioid epidemic in Clark County.
- Build a Dental Health Center and deliver preventive and other dental health services at the Fremont Health Center.

Member Black outlined the following financial compensation recommendations from the DHO Annual Review Committee:

- 2% Cost of Living Adjustment (COLA),
- 2.5% salary increase, and

7.5% one-time bonus.

Following discussion, the following motion was made:

A motion was made by Member Nemec, seconded by Member Bond, and carried unanimously to (1) accept the District Health Officer and Division Accomplishments & Goals, (2) approve a 2% Cost of Living Adjustment (COLA), (3) approve a 2.5% salary increase, and (4) approve a 7.5% one-time bonus.

IX. BOARD REPORTS: The Southern Nevada District Board of Health members may identify and comment on Health District related issues. Comments made by individual Board members during this portion of the agenda will not be acted upon by the Southern Nevada District Board of Health unless that subject is on the agenda and scheduled for action. (*Information Only*)

Chair Kirkpatrick noted that the Aquatic Health Program was holding outreach meetings to review procedures prior to the start of the pool season.

Chair Kirkpatrick noted that the Emergency Management Team at Clark County developed a Data Impact System app to assist the community with reunification and resources for tragic events. Chair Kirkpatrick advised that she was working with Special Events to fund and maintain the app.

Chair Kirkpatrick noted that Health District staff attended the City of Las Vegas to present on the unpermitted food vending regulations.

## X. HEALTH OFFICER & STAFF REPORTS (Information Only)

DHO Comments

Dr. Leguen did not have any additional comments.

Introduction to the Strategic Plan and SNHD's Mission, Vision, and Values

Kim Saner, Deputy District Health Officer-Administration, advised that Leadership, along with managers and supervisors, contributed to the development of the new Strategic Plan. Mr. Saner further recognized that some Board members also contributed. Mr. Saner presented the new Mission, Vision, and Values. Mr. Saner outlined the following Strategic Priorities:

- Performance Management and Quality Improvement
- Workforce Development and Engagement
- Leadership Development and Training Opportunities
- Financial Self-Sufficiency.

Mr. Saner further provided a high-level overview of the four goals that were adopted by the Health District as a whole. These four goals were extracted from the 33 goals that were developed by the divisions/programs and will be outlined in the entire plan. Mr. Saner further outlined the next steps in distribution of the Strategic Plan.

Office of Emergency Medical Services & Trama System (OEMSTS) Program Presentation

John Hammond, EMS & Trauma System Manager, provided an overview of hospital emergency departments, urgent cares, freestanding emergency departments, transportation destinations and the Michael O'Callaghan Military Medical Center.

Member Nielson left the meeting at 10:28 a.m. and returned at 10:31 a.m. Member Nemec left the meeting at 10:31 a.m. and returned at 10:35 a.m.

There was extensive discussion regarding freestanding emergency departments and their regulatory authority. Therefore, Dr. Leguen committed to follow-up, at a future meeting, on the issue of freestanding emergency departments.

Member Knudsen left the meeting at 10:59 a.m. and returned at 11:01 a.m.

• Tuberculosis (TB) and Clark County School District (CCSD) Update

Dr. Rosanne Sugay, Acting Director of Disease Surveillance and Control, provided a presentation addressing TB incidence among Clark County School District employees. Dr. Cassius Lockett, Deputy District Health Officer-Operations, advised that the State Chief Medical Officer was working on a mandatory screening for all school staff, which would include an initial risk assessment and TB testing as needed.

#### XI. INFORMATIONAL ITEMS

- 1. Administration Division Monthly Activity Report (Nov 2023 / Dec 2023)
- 2. Community Health Division Monthly Activity Report (Nov 2023 / Dec 2023)
- 3. Community Health Center (FQHC) Division Monthly Report (Nov 2023 / Dec 2023)
- 4. Disease Surveillance and Control Division Monthly Activity Report (Nov 2023 / Dec 2023)
- 5. Environmental Health Division Monthly Activity Report (Nov 2023 / Dec 2023)
- 1. Primary & Preventive Care Division Monthly Activity Report (Nov 2023 / Dec 2023)
- XII. SECOND PUBLIC COMMENT: A period devoted to comments by the general public, if any, and discussion of those comments, about matters relevant to the Board's jurisdiction will be held. Comments will be limited to five (5) minutes per speaker. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote.

Seeing no one, the Chair closed the Second Public Comment portion.

#### XIII. ADJOURNMENT

The Chair adjourned the meeting at 11:19 a.m.

Fermin Leguen, MD, MPH
District Health Officer/Executive Secretary

/acm

# APPROVED BY THE SOUTHERN NEVADA DISTRICT BOARD OF HEALTH FEBRUARY 22, 2024



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: February 22, 2024

**RE:** Approval of the Interlocal Agreement between Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner

## **PETITION #24-24**

That the Southern Nevada District Board of Health approve the Interlocal Service Agreement C2400084, between the Southern Nevada Health District (SNHD) and the Clark County Office of the Coroner/Medical Examiner (CCOCME) to collaborate on the abstraction of drug overdose data for entry into the State Unintentional Drug Overdose Reporting System (SUDORS).

## **PETITIONERS:**

Fermin Leguen, MD, MPH, District Health Officer FC
Cassius Lockett, PhD, District Deputy Health Officer-Operations A
Rosanne Sugay, MD, Acting Director of Disease Surveillance and Control
Lei Zhang, MS, Public Health Informatics Manager

## **DISCUSSION:**

This is an agreement to support abstraction of standardized case-level data from the CCOCME reports on fatal drug overdose deaths and develop routine reports surrounding overdose death data in Southern Nevada.

## **FUNDING:**

This agreement will provide funding to the CCOCME for their collaboration on the SUDORS project. This is pass through funding from the state supported by federal grant dollars, CDC Overdose Data to Action Federal Grant # NU17CE010224.



# INTERLOCAL AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN SOUTHERN NEVADA HEALTH DISTRICT AND

# COUNTY OF CLARK, NEVADA ON BEHALF OF ITS CLARK COUNTY OFFICE OF THE CORONER/MEDICAL EXAMINER C2400084

This Interlocal Agreement for Professional Services ("Agreement") is made and entered into between the Southern Nevada Health District ("Health District") and County of Clark, Nevada on behalf of its Clark County Office of the Coroner/Medical Examiner ("CCOCME") (individually "Party" collectively "Parties").

#### RECITALS

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement;

WHEREAS, Health District is the public health entity organized pursuant to Nevada Revised Statutes, Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada;

WHEREAS, CCOCME investigates all deaths in Clark County, Nevada caused by any criminal means, violence, suicide, and any unattended death, whatever the cause;

WHEREAS, Health District is the sub-recipient of federal funds passed through by the State of Nevada Department of Health and Human Services through its Bureau of Behavioral Health Wellness and Prevention, Federal Award Identification Number ("FAIN") NU17CE010224, CFDA Number 93.136, program entitled CDC Overdose Data to Action, funded by the Centers for Disease Control and Prevention ("CDC"), which is an operating division of the U.S. Department of Health and Human Services ("HHS"), Notice of Subaward agency reference number SG 26449, sub-awarded October 2, 2023, with a total amount sub-awarded to Health District of \$251,054 (the "Grant"); and

WHEREAS, Health District desires to collaborate with CCOCME to support Health District's Grant deliverables concerning the CDC's State Unintentional Drug Overdose Reporting System ("SUDORS") activities ("Services"), and CCOCME is willing to participate as a sub-recipient of Grant funds from Health District.

NOW THEREFORE, the Parties mutually agree as follows:

1) TERM, TERMINATION, AND AMENDMENT. This Agreement shall be effective September 1,

2023 through August 31, 2024, unless sooner terminated by either Party as set forth in this Agreement.

- 1.01 This Agreement may be terminated by either Party prior to the date set forth in this Section 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
- 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. Termination for cause will eliminate the thirty (30) day waiting period described in Subsection 1.01.
- 1.03 Upon termination, CCOCME will be entitled to payment for services provided prior to date of termination and for which CCOCME has submitted an invoice but has not been paid.
- 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
- 1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) INCORPORATED DOCUMENTS. The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: PAYMENT

ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

- 3) COMPENSATION.
  - 3.01 CCOCME shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. CCOCME will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$77,856. This project is supported by the federal Grant described on the first page of this Agreement in the amount of \$77,856; this accounts for 100% of the total funding of this Agreement.
- 4) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. CCOCME will provide Health District with Services under this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between CCOCME and Health District. Nothing in this Agreement or the relationship between Health District and CCOCME shall create a co-employment or joint employer relationship.
- 5) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, conduct a fiscal monitoring of CCOCME at any time during the term of the Agreement. CCOCME will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health

District shall notify CCOCME in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. CCOCME will have the opportunity to respond to Adverse Findings in writing to address any area(s) of disagreement. Health District shall review disagreement issues, supporting documentation and files, and forward a decision to the CCOCME in writing.

- 6) BOOKS AND RECORDS. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Policy, or at least a minimum of five (5) years after final financial and narrative reports are submitted to the Office of Analytics; whichever is longer. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial proceedings which may ensue.
  - 6.01 Health District shall during the term of this Agreement until the conclusion of any audit period, have access to CCOCME's records, calculations, presentations and reports relating to this Agreement for inspection and reproduction. If possible, Health District will provide CCOCME with three (3) weeks prior written notice to gain access to such CCOCME records.
- 7) FEDERAL AUDIT REQUIREMENTS FOR SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT
  - 7.01 CCOCME must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.
  - 7.02 If CCOCME is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the CCOCME is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.
  - 7.03 If CCOCME expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").
  - 7.04 If a federal audit is required, CCOCME must send a copy of the confirmation from the Federal Audit Clearinghouse to procurement@snhd.org the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

- 7.05 CCOCME is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
- 7.06 Audit documentation and audit reports must be retained by the CCOCME's auditor for a minimum of five years from the date of issuance of the audit report, unless the CCOCME's auditor is notified in writing by the Health District, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the Health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.
- 8) NOTICES. All notices permitted or required under this Agreement shall be made via hand delivery, overnight courier, or U.S. certified mail, return receipt requested, to the other Party at its address as set out below:

Southern Nevada Health District Contract Administrator Legal Department 280 S. Decatur Blvd Las Vegas, NV 89107 Clark County Office of the Coroner/Medical Examiner Melanie Rouse, Coroner 1704 Pinto Lane Las Vegas, NV 89106

- 9) CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 or personally identifiably information will be shared with CCOCME by Health District during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- 10) MUTUAL COOPERATION. The Parties agree to cooperate fully in the furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.
  - 10.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

#### 11) GENERAL PROVISIONS.

- 11.01 SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 11.02 ASSIGNMENT. Neither Party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 11.03 USE OF NAME AND LOGO. CCOCME may not use the Health District's name, mark, logo, design or other Health District symbol for any purpose without the Health

- District's prior written consent. CCOCME agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, CCOCME's right to use the Health District's name and/or logo.
- 11.04 STATEMENT OF ELIGIBILITY. The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).
- 11.05 COMPLIANCE WITH LEGAL OBLIGATIONS. CCOCME shall perform the Services in compliance with all applicable federal, state, and local laws, statutes, regulations, appropriations legislation and industry standards, including but not limited to all applicable provisions of 2 CFR Part 200 and 45 CFR Part 75.
- 11.06 NON-DISCRIMINATION. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation, or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
- 11.07 INTEGRATION CLAUSE. This Agreement, including all Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matters hereof.
- 11.08 PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 11.09 EXCLUSIVITY. This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. CCOCME may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as CCOCME sees fit, so long as the performance of such services does not interfere with CCOCME's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.
- 11.10 LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of the Parties shall not be subject to punitive damages.
- 11.11 GOVERNING LAW. This Agreement and the rights and obligations of the Parties

- hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 11.12 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 11.13 PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
- 11.14 NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 11.15 CODE OF CONDUCT. By executing the Agreement, the CCOCME acknowledges it has read and agrees to comply as applicable with Health District's Code of Conduct, which is available online at:
  - https://media.southernnevadahealthdistrict.org/download/FQHC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf
- 11.16 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

## **SOUTHERN NEVADA HEALTH DISTRICT**

By: Fermin Leguen, MD, MPH	
1 61111111 2664611) 1112) 1111 11	
District Health Officer	
Health District UEI: ND67WQ2LD8B1	
Date:	_
APPROVED AS TO FORM:	
This document is approved as to form	
Signature to be affixed after approval	
received from Southern Nevada	
By: District Board of Health.	
Heather Anderson-Fintak, Esq.	<del></del>
General Counsel	
Southern Nevada Health District	
Southern Nevada Health District	
By:	
James B. Gibson, Chairman	
James B. Gibson, Chairman Board of County Commissioners	
James B. Gibson, Chairman	
James B. Gibson, Chairman Board of County Commissioners CCOCME UEI: JTQBLLAE9J35	
James B. Gibson, Chairman Board of County Commissioners	
James B. Gibson, Chairman Board of County Commissioners CCOCME UEI: JTQBLLAE9J35	
James B. Gibson, Chairman Board of County Commissioners CCOCME UEI: JTQBLLAE9J35	
James B. Gibson, Chairman Board of County Commissioners CCOCME UEI: JTQBLLAE9J35  Date:	
James B. Gibson, Chairman Board of County Commissioners CCOCME UEI: JTQBLLAE9J35  Date:  APPROVED AS TO FORM:	
James B. Gibson, Chairman Board of County Commissioners CCOCME UEI: JTQBLLAE9J35  Date:  APPROVED AS TO FORM: STEVEN B. WOLFSON	
James B. Gibson, Chairman Board of County Commissioners CCOCME UEI: JTQBLLAE9J35  Date:  APPROVED AS TO FORM: STEVEN B. WOLFSON	
James B. Gibson, Chairman Board of County Commissioners CCOCME UEI: JTQBLLAE9J35  Date:  APPROVED AS TO FORM: STEVEN B. WOLFSON District Attorney	

# ATTACHMENT A SCOPE OF WORK

- A. CCOCME will participate in the following activities from September 1, 2023 through August 31, 2024 ("Period of Performance"):
  - A.1 Abstract drug overdose death data into CDC web-based Secure Access Management Services ("SAMS") database and enter data to initiate cases with a target of entering 100% of identified cases each year.
  - A.2 Update and maintain a case log of all drug overdose deaths within the jurisdiction. Jurisdictional counties include Clark, Lincoln, White Pine and southern portion of Nye.
  - A.3 Identify barriers to stakeholder extraction of overdose death data and report to Health District or State Coordinator, as requested.
  - A.4 Participate in regularly scheduled calls with State Coordinator to discuss overdose death data, trends, outcomes, and workflow processes.
  - A.5 Conduct expanded toxicology testing of suspect drug overdose cases and document results as part of SUDORS case abstraction.
  - A.6 Make reasonable efforts to attend necessary State approved national and local trainings as required to assist in the development and continued maintenance of SUDORS.
  - A.7 Assist in agency representation at relevant taskforces or workgroups.
  - A.8 Help streamline systems, software, and reporting processes that aid in real time analysis and data collection methods between the state, CCOCME, and Health District.
  - A.9 Unless express and specific written permission to exclude funding source information is obtained from Health District in advance, CCOCME will place a version of this attribution statement on project related materials, reports, presentations, and publications produced within the scope of this Agreement:
    - "This publication [such as a journal, article, report] was supported by the Nevada State Department of Health and Human Services ("Department") and the Southern Nevada Health District through Grant Number NU17CE010224-01 funded by the Center for Disease Control and Prevention ("CDC"). Its contents are solely the responsibility of the authors and do not necessarily represent the official view of the Department, the Health District, nor the CDC."
  - A.10 Prepare and submit programmatic reports as requested by Health District.
  - A.11 Work with Health District staff to ensure proper close out of Period of Performance

# ATTACHMENT B PAYMENT

- A. Total Not-to-Exceed amount available for reimbursement to CCOCME of \$77,856 from September 1, 2023 through August 31, 2024.
  - A.1 CCOCME will bill for Services actually provided up to the Not-to-Exceed Amount per Approved Budget Category ("Category") as detailed below. If ten percent or more of the awarded Grant funds are moved from one Category to another Category, prior written Health District approval is required.

Category: Personnel	Budgeted Amount
Salary	\$15,600
Fringe Benefits	\$615
Category: Personnel, Subtotal of Budgeted Amount:	\$16,215
Category: Operating	
245 Postmortem Expanded Blood tests X \$193/each	\$47,285
25 Postmortem Basic Urine tests X \$100.00/each	\$2,500
48 Postmortem Expanded Tissue tests X \$225/each	\$10,800
22 Electrolytes and Glucose Panel (Vitreous, Fluid) tests X \$48/each	\$1,056
Category: Operating, Subtotal of Budgeted Amount:	\$61,641
Total Not-to-Exceed Amount:	<u>\$77,856</u>

- A.2 CCOCME must receive documented approval from Health District prior to redirecting any portion of the Estimated Budget, Approved Total Available for Reimbursement from any one Category for use in another Category.
  - (a) A Health District approved redirection moving 10% or more between Categories will be mutually agreed upon in writing by the Parties through amendment of this Agreement pursuant to Subsection 1.05 of the Agreement.
- A.3 Payments shall be based on approved CCOCME invoices submitted in accordance with this Agreement. No payments shall be made in excess of the total Not-to-Exceed amount for this Agreement.
- A.4 CCOCME will not bill more frequently than monthly for the term of the Agreement. The invoice will itemize specific costs incurred for each allowable item as agreed upon by the Parties.
  - (a) Backup documentation including, but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District is required, and shall be maintained by CCOCME in accordance with cost

- principles applicable to this Agreement.
- (b) CCOCME invoices shall be signed by CCOCME's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
- (c) CCOCME is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties.
- (d) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.
- A.5 CCOCME may submit its Requests for Reimbursement ("RFR(s)") less often than monthly, provided adequate time is allowed for the Health District to review and process each RFR. In the event CCOCME elects to submit RFRs less often than monthly, it will observe the following specific deadlines when submitting RFRs:
  - (a) CCOCME's RFR for period September 1, 2023 through June 30, 2024 must be submitted in its entirety to Health District no later than July 10, 2024. CCOCME's failure to timely submit this RFR on or before July 10, 2024 with the inclusion of all expenses incurred before June 30, 2024 may result in non-reimbursement for unincluded expenses.
  - (b) CCOCME's "Final" RFR for period July 1, 2024 through August 31, 2024 must be submitted to Health District no later than September 15, 2024.
- A.6 CCOCME will not be eligible for compensation for Services provided before or after the date range specified in Paragraph A above, unless express written authorization to bill for such Services is received from Health District.
- A.7 Health District shall not be liable for interest charges on late payments.
- A.8 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held.

# ATTACHMENT C ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

As a sub-recipient of Grant funds, CCOCME agrees to ensure its compliance as applicable with the following:

#### A. GRANT-SPECIFIC REQUIREMENTS

- A.1 FUNDS INTENDED TO SUPPLEMENT. Grant funds shall supplement and not supplant funds received from any other Federal, State or local program or any private sources of funds.
- A.2 GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ("GAAP"). CCOCME agrees to adopt and maintain a system of internal controls which results in the fiscal integrity and stability of its organization, including the use of GAAP.
- A.3 INSURANCE. CCOCME will comply with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability. CCOCME will provide Health District with proof of current coverage upon request.
- A.4 NO SUBCONTRACTING PERMITTED. CCOCME agrees that no portion of the Grant funds will be subcontracted without prior written approval from Health District unless expressly identified within this Agreement.
- A.5 AMERICANS WITH DISABILITIES ACT. CCOCME agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CRF 26.101-36.999 inclusive, and any relevant program-specific regulations.
- A.6 COMPLIANCE WITH TITLE 2 OF THE CODE OF FEDERAL REGULATIONS AND GUIDANCE FROM OFFICE OF MANAGEMENT AND BUDGET. As applicable, CCOCME agrees to comply with Title 2 of the Code of Federal Regulations, and any guidance in effect from the Office of Management and Budget ("OMB").
- A.7 WORK ENVIRONMENT. CCOCME agrees to provide a work environment in which the use of tobacco products, alcohol, and/or illegal drugs is prohibited.
- A.8 PROHIBITED ACTIVITIES. CCOCME shall not use grant funds for any activities related to the following:
  - (a) Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
  - (b) Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of Influencing the outcome of an election, referendum, initiative or similar procedure.
  - (c) Any attempt to influence:

- The introduction or formulation of federal, state or local legislation; or
- The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local government entity responsible for enacting local legislation, including without limitation, efforts to influence state or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
- (d) Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, Including, without limitation, efforts to influence state or local officials to engage In a similar lobbying activity.
- (e) Any attempt to influence:
  - The enactment or modification of any pending federal, state or local legislation; or
  - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to c:ontribute to or participate In any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
- (f) Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on In support of or In knowing preparation for an effort to engage In an activity prohibited pursuant to subsections (a) through (e), inclusive.
- (g) Executive branch liaison activities, Including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections (a) through (e), inclusive.
- A.9 CONFLICT OF INTEREST. CCOCME agrees to immediately disclose to Health District any existing or potential conflicts of interest relative to performance of the Services.

- B. U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ("HHS") REQUIREMENTS. CCOCME agrees to ensure its compliance with applicable terms and conditions contained within the HHS Grants Policy Statement, as may be supplemented by federal Acts of Congress or Executive Orders from time to time, and is available online at http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf. Applicable terms and conditions may include, but not be limited to, the following:
  - B.1 ACTIVITIES ABROAD. CCOCME must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
  - B.2 AGE DISCRIMINATION. The Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.
  - B.3 CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.
  - B.4 CONTROLLED SUBSTANCES. CCOCME is prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the subrecipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
    - If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.
  - B.5 EDUCATION AMENDMENTS OF 1972. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.
  - B.6 LIMITED ENGLISH PROFICIENCY. Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have

meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at http://www.hhs.gov/ocr/lep/revisedlep.html, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

- B.7 PRO-CHILDREN ACT. The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.
- B.8 PUBLIC HEALTH SECURITY AND BIOTERRORISM PREPAREDNESS AND RESPONSE ACT. The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at http://www.cdc.gov/od/ohs/biosfty/shipregs.htm.

Research involving select agents and recombinant DNA molecules also is subject to the NIH Guidelines for Research Involving DNA Molecules (see "Guidelines for Research Involving DNA Molecules and Human Gene Transfer Research" in this section).

B.9 REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.
 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in,

- be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.
- B.10 RESOURCE CONSERVATION AND RECOVERY ACT. Under RCRA (42 U.S.C. 6901 et seq.), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).
- B.11 RESTRICTION ON FUNDING ABORTIONS. HHS funds may not be spent for an abortion.
- B.12 RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES/NEEDLE EXCHANGE, as amended by the Consolidated Appropriations Act of 2016. Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug; provided that, pursuant to the Consolidation Appropriations Act of 2016, such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the CDC, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
- B.13 UNIFORM RELOCATION ACT AND REAL PROPERTY ACQUISITION POLICIES ACT. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 et seq., applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.
  - The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.
- B.14 U.S. FLAG AIR CARRIER. Subrecipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm\_attachments/GSA\_DOCUMENT/
  - 110304\_FTR\_R2QA53\_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag

- carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)
- B.15 U.S.A. PATRIOT ACT. The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act" in this subsection).
- C. In addition to federal laws, regulations and policies, CCOCME agrees to ensure its compliance as applicable with the CDC's General Terms and Conditions for Non-Research Grants and Cooperative Agreements, located at <a href="https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf">https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf</a>.
- D. 45 CFR § 75.326 PROCUREMENT BY STATES. When procuring property and services under a federal award, a state (or political subdivision of a state) must follow the same policies and procedures it uses for procurements from its non-federal funds. A state receiving federal funds will comply with § 75.331 and ensure that every purchase order or other contract includes any clauses required by § 75.335. All other non-federal entities, including subrecipients of a state, must follow the procurement standards in §§ 75.327 through 75.335.
- E. COMPLIANCE WITH PROCUREMENT STANDARDS. Contractor agrees to follow and comply with CFR § 75.327 General Procurement Standards through 75.335 Contract Provisions as applicable.
- F. CONTRACT PROVISIONS. In addition to other provisions required by HHS, Health District, and/or Contractor, all contracts made by Contractor under the Grant must contain provisions covering the following in accordance with Appendix II to CFR Part 75, Contract Provisions for Non-Federal, Entity Contracts Under Federal Awards. Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
  - F.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - F.2 TERMINATION. All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - F.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR

- Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- F.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- F.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts

for transportation or transmission of intelligence.

- F.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- F.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- F.8 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
  - (a) Furthermore, each of Contractor's vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- F.9 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- F.10 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state

agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- Contractor will ensure its compliance as applicable with the Investment and Jobs Act (IIJA), codified as Public Law 117-58 on November 15, 2021, and as may be amended from time to time; provisions of which as of the time of the execution of this Agreement are proposed by the federal Office of Management and Budget (OMB) to be adopted as new part 184 in 2 CFR Chapter I to support implementation of IIJA, and to further clarify existing requirements within 2 CFR 200.322. These proposed revisions are intended to improve uniformity and consistency in the implementation of "Build America, Buy America (BABA) requirements across government. OMB's proposed action, dated February 9, 2023, can be reviewed online at https://www.federalregister.gov/documents/2023/02/09/2023-02617/guidancefor-grants-and-agreements. Public Law 117-58 reviewed online may be at https://www.congress.gov/bill/117th-congress/house-bill/3684/text.
- H. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and Contractor has not and will not use federal funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract to procure or obtain;
    - (i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

- (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- H.1 See Public Law 115—232, section 889 for additional information.
- H.2 See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: February 22, 2024

**RE:** Approval of the Interlocal Agreement between Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner

# **PETITION #25-24**

That the Southern Nevada District Board of Health approve the Interlocal Service Agreement C2400082, between the Southern Nevada Health District (SNHD) and the Clark County Office of the Coroner/Medical Examiner (CCOCME) to collaborate on the abstraction of violent death data for entry into the National Violent Death Reporting System.

## **PETITIONERS:**

Fermin Leguen, MD, MPH, District Health Officer Cassius Lockett, PhD, District Deputy Health Officer-Operations
Rosanne Sugay, MD, Acting Director of Disease Surveillance and Control
Lei Zhang, MS, Public Health Informatics Manager

## **DISCUSSION:**

This is an agreement to support abstraction of standardized case-level data from the CCOCME reports on violent deaths and develop routine reports surrounding violent death data in Southern Nevada.

# **FUNDING:**

This agreement will provide funding to the CCOCME for their collaboration in the NVDRS project. This is pass through funding from the state supported by federal grant dollars, CDC NVDRS Federal Grant #NU17CE010122.



# INTERLOCAL AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN SOUTHERN NEVADA HEALTH DISTRICT AND

# COUNTY OF CLARK, NEVADA ON BEHALF OF ITS CLARK COUNTY OFFICE OF THE CORONER/MEDICAL EXAMINER C2400082

This Interlocal Agreement for Professional Services ("Agreement") is made and entered into between the Southern Nevada Health District ("Health District") and County of Clark, Nevada on behalf of its Clark County Office of the Coroner/Medical Examiner ("CCOCME") (individually "Party" collectively "Parties").

#### **RECITALS**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement;

WHEREAS, Health District is the public health entity organized pursuant to Nevada Revised Statutes, Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada;

WHEREAS, CCOCME investigates all deaths in Clark County, Nevada caused by any criminal means, violence, suicide, and any unattended death, whatever the cause;

WHEREAS, Health District is the sub-recipient of federal funds passed through by the State of Nevada Department of Health and Human Services through its Office of Analytics, Federal Award Identification Number ("FAIN") NU17CE010122, CFDA Number 93.136, program entitled CDC National Violent Death Reporting System, funded by the Centers for Disease Control and Prevention ("CDC"), which is an operating division of the U.S. Department of Health and Human Services ("HHS"), Notice of Subaward agency reference number DO 1416, sub-awarded October 19, 2023, with a total amount sub-awarded to Health District of \$147,315.00 (the "Grant"); and

WHEREAS, Health District desires to collaborate with CCOCME to support Health District's Grant deliverables concerning the CDC's National Violent Death Reporting Systems ("NVDRS") activities ("Services"), and CCOCME is willing to participate as a sub-recipient of Grant funds from Health District.

NOW THEREFORE, the Parties mutually agree as follows:

1) TERM, TERMINATION, AND AMENDMENT. This Agreement shall be effective September 1, 2023 through August 31, 2024, unless sooner terminated by either Party as set forth in this

#### Agreement.

- 1.01 This Agreement may be terminated by either Party prior to the date set forth in this Section 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
- 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. Termination for cause will eliminate the thirty (30) day waiting period described in Subsection 1.01.
- 1.03 Upon termination, CCOCME will be entitled to payment for services provided prior to date of termination and for which CCOCME has submitted an invoice but has not been paid.
- 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
- 1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) INCORPORATED DOCUMENTS. The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: PAYMENT

ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

- COMPENSATION. 3)
  - 3.01 CCOCME shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. CCOCME will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$45,539. This project is supported by the federal Grant described on the first page of this Agreement in the amount of \$45,939; this accounts for 100% of the total funding of this Agreement.
- 4) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. CCOCME will provide Health District with Services under this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between CCOCME and Health District. Nothing in this Agreement or the relationship between Health District and CCOCME shall create a co-employment or joint employer relationship.
- FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, conduct a fiscal monitoring of CCOCME at any time during the term of the Agreement. CCOCME will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify CCOCME in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records,

- Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. CCOCME will have the opportunity to respond to Adverse Findings in writing to address any area(s) of disagreement. Health District shall review disagreement issues, supporting documentation and files, and forward a decision to the CCOCME in writing.
- 6) BOOKS AND RECORDS. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Policy, or at least a minimum of five (5) years after final financial and narrative reports are submitted to the Office of Analytics; whichever is longer. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial proceedings which may ensue.
  - 6.01 Health District shall during the term of this Agreement until the conclusion of any audit period, have access to CCOCME's records, calculations, presentations and reports relating to this Agreement for inspection and reproduction. If possible, Health District will provide CCOCME with three (3) weeks prior written notice to gain access to such CCOCME records.
- 7) FEDERAL AUDIT REQUIREMENTS FOR SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT
  - 7.01 CCOCME must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.
  - 7.02 If CCOCME is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the CCOCME is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.
  - 7.03 If CCOCME expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").
  - 7.04 If a federal audit is required, CCOCME must send a copy of the confirmation from the Federal Audit Clearinghouse to procurement@snhd.org the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.
  - 7.05 CCOCME is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

- 7.06 Audit documentation and audit reports must be retained by the CCOCME's auditor for a minimum of five years from the date of issuance of the audit report, unless the CCOCME's auditor is notified in writing by the Health District, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the Health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.
- 8) NOTICES. All notices permitted or required under this Agreement shall be made via hand delivery, overnight courier, or U.S. certified mail, return receipt requested, to the other Party at its address as set out below:

Southern Nevada Health District Contract Administrator Legal Department 280 S. Decatur Blvd Las Vegas, NV 89107

Clark County Office of the Coroner/Medical Examiner Melanie Rouse, Coroner 1704 Pinto Lane Las Vegas, NV 89106

- 9) CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 or personally identifiably information will be shared with CCOCME by Health District during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- 10) MUTUAL COOPERATION. The Parties agree to cooperate fully in the furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.
  - 10.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

#### 11) GENERAL PROVISIONS.

- 11.01 SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 11.02 ASSIGNMENT. Neither Party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 11.03 USE OF NAME AND LOGO. CCOCME may not use the Health District's name, mark, logo, design or other Health District symbol for any purpose without the Health District's prior written consent. CCOCME agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, CCOCME's right to use

- the Health District's name and/or logo.
- 11.04 STATEMENT OF ELIGIBILITY. The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).
- 11.05 COMPLIANCE WITH LEGAL OBLIGATIONS. CCOCME shall perform the Services in compliance with all applicable federal, state, and local laws, statutes, regulations, appropriations legislation and industry standards, including but not limited to all applicable provisions of 2 CFR Part 200 and 45 CFR Part 75.
- 11.06 NON-DISCRIMINATION. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation, or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
- 11.07 INTEGRATION CLAUSE. This Agreement, including all Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matters hereof.
- 11.08 PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 11.09 EXCLUSIVITY. This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. CCOCME may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as CCOCME sees fit, so long as the performance of such services does not interfere with CCOCME's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.
- 11.10 LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of the Parties shall not be subject to punitive damages.
- 11.11 GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out

- of this Agreement.
- 11.12 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 11.13 PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
- 11.14 NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 11.15 CODE OF CONDUCT. By executing the Agreement, the CCOCME acknowledges it has read and agrees to comply as applicable with Health District's Code of Conduct, which is available online at:
  - https://media.southernnevadahealthdistrict.org/download/FQHC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf
- 11.16 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

#### **SOUTHERN NEVADA HEALTH DISTRICT**

By:	y:	
	Fermin Leguen, MD, MPH	
	District Health Officer	
	Health District UEI: ND67WQ2LD8B1	
Dat	ate:	
APF	PPROVED AS TO FORM:	
By:	This document is approved as to form. Signatuto be affixed after approval by the Southern Nevada Board of District Health	ure
•	Heather Anderson-Fintak, Esq. General Counsel	
	Southern Nevada Health District	
	ON BEHALF OF ITS CLARK COUNTY OFFICE OF TH  By:	E CORONER/MEDICAL EXAMINER
	James B. Gibson, Chairman	
	Board of County Commissioners	
	CCOCME UEI: JTQBLLAE9J35	
D	Date:	
Α	APPROVED AS TO FORM:	
S	STEVEN B. WOLFSON	
D	District Attorney	
В	Ву:	
_	Name:	_
	Title:	

### **ATTACHMENT A SCOPE OF WORK**

- CCOCME will participate in the following activities from September 1, 2023 through August 31, 2024 Α. ("Period of Performance"):
  - A.1 Abstract violent death data into CDC web-based "Secure Access Management Services (SAMS)" database and enter data to initiate cases within 120 days of the date of death, with a target of entering 100% of identified cases each year.
  - A.2 Update and maintain a case log of all violent deaths within the jurisdiction. Jurisdictional counties include Clark, Lincoln, White Pine and southern portion of Nye.
  - A.3 Identify barriers to stakeholder extraction of violent death data and report to Health District or State Coordinator, as requested.
  - A.4 Participate in regularly scheduled calls with State Coordinator to discuss violent death data, trends, outcomes, and workflow processes.
  - A.5 Conduct toxicology testing of violent death cases and document results as part of NVDRS case abstraction.
  - A.6 Make reasonable efforts to attend necessary State approved national and local trainings as required to assist in the development and continued maintenance of NVDRS.
  - A.7 Assist in agency representation at relevant taskforces or workgroups.
  - A.8 Help streamline systems, software, and reporting processes that aid in real time analysis and data collection methods between the state, CCOCME, and Health District.
  - A.9 Unless express and specific written permission to exclude funding source information is obtained from Health District in advance, CCOCME will place a version of this attribution statement on project related materials, reports, presentations, and publications produced within the scope of this Agreement:
    - "This publication [such as a journal, article, report] was supported by the Nevada State Department of Health and Human Services ("Department") and the Southern Nevada Health District through Grant Number 1 NU17CE010122-02-00 funded by the Center for Disease Control and Prevention ("CDC"). Its contents are solely the responsibility of the authors and do not necessarily represent the official view of the Department, the Health District, nor the CDC."
  - A.10 Prepare and submit programmatic reports as requested by Health District.
  - A.11 Work with Health District staff to ensure proper close out of Period of Performance.

# ATTACHMENT B PAYMENT

- A. Total Not-to-Exceed amount available for reimbursement to CCOCME of \$45,539 from September 1, 2023 through August 31, 2024.
  - A.1 CCOCME will bill for Services actually provided up to the Not-to-Exceed Amount per Approved Budget Category ("Category") as detailed below. If ten percent or more of the awarded Grant funds are moved from one Category to another Category, prior written Health District approval is required.

Category: Personnel	Budgeted Amount
Salary	\$15,700
Fringe Benefits	\$526
Category: Personnel, Subtotal of Budgeted Amount:	\$16,226
Category: Operating	
125 Postmortem Expanded Blood tests X \$193/each	\$24,125
13. Postmortem Basic Urine tests X \$100.00/each	\$1,300
16 Postmortem Expanded Tissue tests X \$225/each	\$3,600
6 Electrolytes and Glucose Panel (Vitreous, Fluid) tests X \$48/each	\$288
Category: Operating, Subtotal of Budgeted Amount:	\$29,313
Total Not-to-Exceed Amount:	<u>\$45,539</u>

- A.2 CCOCME must receive documented approval from Health District prior to redirecting any portion of the Estimated Budget, Approved Total Available for Reimbursement from any one Category for use in another Category.
  - (a) A Health District approved redirection moving 10% or more between Categories will be mutually agreed upon in writing by the Parties through amendment of this Agreement pursuant to Subsection 1.05 of the Agreement.
- A.3 Payments shall be based on approved CCOCME invoices submitted in accordance with this Agreement. No payments shall be made in excess of the total Not-to-Exceed amount for this Agreement.
- A.4 CCOCME will not bill more frequently than monthly for the term of the Agreement. The invoice will itemize specific costs incurred for each allowable item as agreed upon by the Parties.
  - (a) Backup documentation including, but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District is required, and shall be maintained by CCOCME in accordance with cost principles applicable to this Agreement.

- (b) CCOCME invoices shall be signed by CCOCME's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
- (c) CCOCME is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties.
- (d) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.
- A.5 CCOCME may submit its Requests for Reimbursement ("RFR(s)") less often than monthly, provided adequate time is allowed for the Health District to review and process each RFR. In the event CCOCME elects to submit RFRs less often than monthly, it will observe the following specific deadlines when submitting RFRs:
  - (a) CCOCME's RFR for period September 1, 2023 through June 30, 2024 must be submitted in its entirety to Health District no later than July 10, 2024. CCOCME's failure to timely submit this RFR on or before July 10, 2024 with the inclusion of all expenses incurred before June 30, 2024 may result in non-reimbursement for unincluded expenses.
  - (b) CCOCME's "Final" RFR for period July 1, 2024 through August 31, 2024 must be submitted to Health District no later than September 15, 2024.
- A.6 CCOCME will not be eligible for compensation for Services provided before or after the date range specified in Paragraph A above, unless express written authorization to bill for such Services is received from Health District.
- A.7 Health District shall not be liable for interest charges on late payments.
- A.8 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held.

# ATTACHMENT C ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

As a sub-recipient of Grant funds, CCOCME agrees to ensure its compliance as applicable with the following:

#### A. GRANT-SPECIFIC REQUIREMENTS

- A.1 FUNDS INTENDED TO SUPPLEMENT. Grant funds shall supplement and not supplant funds received from any other Federal, State or local program or any private sources of funds.
- A.2 GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ("GAAP"). CCOCME agrees to adopt and maintain a system of internal controls which results in the fiscal integrity and stability of its organization, including the use of GAAP.
- A.3 INSURANCE. CCOCME will comply with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability. CCOCME will provide Health District with proof of current coverage upon request.
- A.4 NO SUBCONTRACTING PERMITTED. CCOCME agrees that no portion of the Grant funds will be subcontracted without prior written approval from Health District unless expressly identified within this Agreement.
- A.5 AMERICANS WITH DISABILITIES ACT. CCOCME agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CRF 26.101-36.999 inclusive, and any relevant program-specific regulations.
- A.6 COMPLIANCE WITH TITLE 2 OF THE CODE OF FEDERAL REGULATIONS AND GUIDANCE FROM OFFICE OF MANAGEMENT AND BUDGET. As applicable, CCOCME agrees to comply with Title 2 of the Code of Federal Regulations, and any guidance in effect from the Office of Management and Budget ("OMB").
- A.7 WORK ENVIRONMENT. CCOCME agrees to provide a work environment in which the use of tobacco products, alcohol, and/or illegal drugs is prohibited.
- A.8 PROHIBITED ACTIVITIES. CCOCME shall not use grant funds for any activities related to the following:
  - (a) Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
  - (b) Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of Influencing the outcome of an election, referendum, initiative or similar procedure.
  - (c) Any attempt to influence:
    - The introduction or formulation of federal, state or local legislation; or

- The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local government entity responsible for enacting local legislation, including without limitation, efforts to influence state or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
- (d) Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, Including, without limitation, efforts to influence state or local officials to engage In a similar lobbying activity.
- (e) Any attempt to influence:
  - The enactment or modification of any pending federal, state or local legislation; or
  - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to c:ontribute to or participate In any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
- (f) Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on In support of or In knowing preparation for an effort to engage In an activity prohibited pursuant to subsections (a) through (e), inclusive.
- (g) Executive branch liaison activities, Including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections (a) through (e), inclusive.
- A.9 CONFLICT OF INTEREST. CCOCME agrees to immediately disclose to Health District any existing or potential conflicts of interest relative to performance of the Services.

- B. U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ("HHS") REQUIREMENTS. CCOCME agrees to ensure its compliance with applicable terms and conditions contained within the HHS Grants Policy Statement, as may be supplemented by federal Acts of Congress or Executive Orders from time to time, and is available online at http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf. Applicable terms and conditions may include, but not be limited to, the following:
  - B.1 ACTIVITIES ABROAD. CCOCME must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
  - B.2 AGE DISCRIMINATION. The Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.
  - B.3 CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.
  - B.4 CONTROLLED SUBSTANCES. CCOCME is prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the subrecipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
    - If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.
  - B.5 EDUCATION AMENDMENTS OF 1972. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.
  - B.6 LIMITED ENGLISH PROFICIENCY. Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective

- communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at http://www.hhs.gov/ocr/lep/revisedlep.html, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.
- B.7 PRO-CHILDREN ACT. The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.
- B.8 PUBLIC HEALTH SECURITY AND BIOTERRORISM PREPAREDNESS AND RESPONSE ACT. The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at http://www.cdc.gov/od/ohs/biosfty/shipregs.htm.

Research involving select agents and recombinant DNA molecules also is subject to the NIH Guidelines for Research Involving DNA Molecules (see "Guidelines for Research Involving DNA Molecules and Human Gene Transfer Research" in this section).

B.9 REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the

- provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.
- B.10 RESOURCE CONSERVATION AND RECOVERY ACT. Under RCRA (42 U.S.C. 6901 et seq.), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).
- B.11 RESTRICTION ON FUNDING ABORTIONS. HHS funds may not be spent for an abortion.
- B.12 RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES/NEEDLE EXCHANGE, as amended by the Consolidated Appropriations Act of 2016. Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug; provided that, pursuant to the Consolidation Appropriations Act of 2016, such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the CDC, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
- B.13 UNIFORM RELOCATION ACT AND REAL PROPERTY ACQUISITION POLICIES ACT. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 et seq., applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.
  - The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.
- B.14 U.S. FLAG AIR CARRIER. Subrecipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm\_attachments/GSA\_DOCUMENT/
  - 110304\_FTR\_R2QA53\_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

- B.15 U.S.A. PATRIOT ACT. The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act" in this subsection).
- C. In addition to federal laws, regulations and policies, CCOCME agrees to ensure its compliance as applicable with the CDC's General Terms and Conditions for Non-Research Grants and Cooperative Agreements, located at <a href="https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf">https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf</a>.
- D. 45 CFR § 75.326 PROCUREMENT BY STATES. When procuring property and services under a federal award, a state (or political subdivision of a state) must follow the same policies and procedures it uses for procurements from its non-federal funds. A state receiving federal funds will comply with § 75.331 and ensure that every purchase order or other contract includes any clauses required by § 75.335. All other non-federal entities, including subrecipients of a state, must follow the procurement standards in §§ 75.327 through 75.335.
- E. COMPLIANCE WITH PROCUREMENT STANDARDS. Contractor agrees to follow and comply with CFR § 75.327 General Procurement Standards through 75.335 Contract Provisions as applicable.
- F. CONTRACT PROVISIONS. In addition to other provisions required by HHS, Health District, and/or Contractor, all contracts made by Contractor under the Grant must contain provisions covering the following in accordance with Appendix II to CFR Part 75, Contract Provisions for Non-Federal, Entity Contracts Under Federal Awards. Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
  - F.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - F.2 TERMINATION. All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - F.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal

- Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- F.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- F.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the

- recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- F.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- F.8 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
  - (a) Furthermore, each of Contractor's vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- F.9 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- F.10 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at

- 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- G. Contractor will ensure its compliance as applicable with the Investment and Jobs Act (IIJA), codified as Public Law 117-58 on November 15, 2021, and as may be amended from time to time; provisions of which as of the time of the execution of this Agreement are proposed by the federal Office of Management and Budget (OMB) to be adopted as new part 184 in 2 CFR Chapter I to support implementation of IIJA, and to further clarify existing requirements within 2 CFR 200.322. These proposed revisions are intended to improve uniformity and consistency in the implementation of "Build America, Buy America (BABA) requirements across government. OMB's proposed action, dated February 9, 2023, can be reviewed online at https://www.federalregister.gov/documents/2023/02/09/2023-02617/guidancefor-grants-and-agreements. Public online Law 117-58 may be reviewed at https://www.congress.gov/bill/117th-congress/house-bill/3684/text.
- H. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and Contractor has not and will not use federal funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract to procure or obtain;
    - (i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or

otherwise connected to, the government of a covered foreign country.

- H.1 See Public Law 115—232, section 889 for additional information.
- H.2 See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.

# APPROVED BY THE SOUTHERN NEVADA DISTRICT BOARD OF HEALTH FEBRUARY 22, 2024



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: February 22, 2024

**RE:** Approval of Interlocal Contract between Southern Nevada Health District and the Clark County School District

# **PETITION #26-24**

**That the Southern Nevada District Board of Health** approve an Interlocal Contract between the Southern Nevada Health District (SNHD) and the Clark County School District (CCSD) to provide services to support the CCSD's Safe Routes to School Program. This project is included in and funded through the Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Grant awarded to the SNHD by the Centers for Disease Control and Prevention (CDC Award # NE110E000081-01-00).

## **PETITIONERS:**

Fermin Leguen, MD, MPH, District Health Officer PC
Cassius Lockett, PhD., District Deputy Health Officer - Operations

Maria Azzarelli, Manager of Chronic Disease Prevention & Health Promotion; Acting Division

Director - Community Health MC,

Nicole Bungum, Supervisor of Chronic Disease Prevention & Health Promotion

## **DISCUSSION:**

To promote physical activity and safe walking and biking to school, SNHD will provide support to the CCSD's Safe Routes to School Program to increase the number of schools participating in the program, increase the number of schools that are eligible for Achievement Level Program status, and provide ongoing support, training, and education to all CCSD schools registered with the Safe Routes to Schools program.

# **FUNDING:**

A total of \$140,000 will be provided.



# INTERLOCAL AGREEMENT BETWEEN SOUTHERN NEVADA HEALTH DISTRICT AND CLARK COUNTY SCHOOL DISTRICT C2400078

This Interlocal Agreement ("Agreement") is made and entered into between the Southern Nevada Health District ("Health District") and Clark County School District ("CCSD") (individually "Party" collectively "Parties").

#### **RECITALS**

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement;

WHEREAS, Health District is the public health entity organized pursuant to Nevada Revised Statutes, Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada;

WHEREAS, as the nation's fifth-largest school district, CCSD educates 64 percent of the students in Nevada, and works closely with community partners and business leaders to educate students to compete in a global economy;

WHEREAS, Health District desires to obtain professional services in support of a federal grant received from the Centers for Disease Control and Prevention ("CDC"), which is an operating division of the U.S. Department of Health and Human Services ("HHS"), Federal Award Identification Number NE110E000081, CFDA Number 93.967, Project entitled Southern Nevada Health District's Application for Funds under Strengthening the Public Health Workforce Infrastructure and Data Modernization, Program entitled CDC's Collaboration with Academia to Strengthen Public Health, awarded November 29, 2023, with a total amount awarded to Health District of \$24,729,150 (the "Grant");

WHEREAS, Health District desires to collaborate with CCSD to support Health District's Grant deliverables concerning the Grant ("Services"), and CCSD is willing to participate as a sub-recipient of Grant funds from Health District.

NOW THEREFORE, the Parties mutually agree as follows:

- 1) TERM, TERMINATION, AND AMENDMENT. This Agreement shall be effective December 1, 2023 through November 30, 2024, unless sooner terminated by either Party as set forth in this Agreement.
  - 1.01 This Agreement may be terminated by either Party prior to the date set forth in this Section 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
  - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. Termination for cause will eliminate the thirty (30) day waiting

period described in Subsection 1.01.

- 1.03 Upon termination, CCSD will be entitled to payment for services provided prior to date of termination and for which CCSD has submitted an invoice but has not been paid.
- 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
- 1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) INCORPORATED DOCUMENTS. The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: PAYMENT

ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

- 3) COMPENSATION. CCSD shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. CCSD will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$140,000. This project is supported by the federal Grant described on the first page of this Agreement in the amount of \$140,000; this accounts for 100% of the total funding of this Agreement.
- 4) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. CCSD will provide Health District with Services under this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between CCSD and Health District. Nothing in this Agreement or the relationship between Health District and CCSD shall create a co-employment or joint employer relationship.
- 5) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, conduct a fiscal monitoring of CCSD at any time during the term of the Agreement. CCSD will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify CCSD in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. CCSD will have the opportunity to respond to Adverse Findings in writing to address any area(s) of disagreement. Health District shall review disagreement issues, supporting documentation and files, and forward a decision to the CCSD in writing.
- 6) BOOKS AND RECORDS. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Policy, or at least a minimum of five (5)

years after final financial and narrative reports are submitted to the Office of Analytics; whichever is longer. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial proceedings which may ensue.

- 6.01 Health District shall during the term of this Agreement until the conclusion of any audit period, have access to CCSD's financial records, calculations, presentations and reports relating to this Agreement for inspection and reproduction. If possible, Health District will provide CCSD with three (3) weeks prior written notice to gain access to such CCSD records.
- 7) FEDERAL AUDIT REQUIREMENTS FOR SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT
  - 7.01 CCSD must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.
  - 7.02 If CCSD is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the CCSD is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.
  - 7.03 If CCSD expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").
  - 7.04 If a federal audit is required, CCSD must send a copy of the confirmation from the Federal Audit Clearinghouse to procurement@snhd.org the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.
  - 7.05 CCSD is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
  - 7.06 Audit documentation and audit reports must be retained by the CCSD's auditor for a minimum of five years from the date of issuance of the audit report, unless the CCSD's auditor is notified in writing by Health District, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of Health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.
- NOTICES. All notices permitted or required under this Agreement shall be made via hand delivery, 8) overnight courier, or U.S. certified mail, return receipt requested, to the other Party at its address as set out below:

Southern Nevada Health District Contract Administrator, Legal Dept. 280 S. Decatur Blvd. Las Vegas, NV 89107

Clark County School District 5100 W. Sahara Avenue Las Vegas, NV 89149

- 9) CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 or personally identifiably information will be shared with CCSD by Health District during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- 10) WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or non-material terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- 11) BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the ability to seek reasonable attorneys' fees and costs.
- 12) MUTUAL COOPERATION. The Parties agree to cooperate fully in the furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.
  - 12.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

#### 13) GENERAL PROVISIONS.

- 13.01 SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 13.02 ASSIGNMENT. Neither Party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 13.03 USE OF NAME AND LOGO. CCSD may not use Health District's name, mark, logo, design or other Health District symbol for any purpose without Health District's prior written consent. CCSD agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, CCSD's right to use Health District's name and/or logo.
- 13.04 STATEMENT OF ELIGIBILITY. The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a). If Contractor status changes at any time pursuant to this Subsection 13.04, Contractor agrees to immediately notify Health District in writing, and Health District may terminate this Agreement for cause as described in the above Section 1.
- 13.05 COMPLIANCE WITH LEGAL OBLIGATIONS. CCSD shall perform the Services in compliance with all applicable federal, state, and local laws, statutes, regulations, appropriations legislation and

- industry standards, including but not limited to all applicable provisions of Uniform Guidance, 2 CFR Part 200 and 45 CFR 75.
- 13.06 NON-DISCRIMINATION. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation, or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
- 13.07 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—CCSD agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to Health District and the Regional Office of the Environmental Protection Agency (EPA).
- 13.08 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—CCSD certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. CCSD must also disclose to Health District any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal funding agency.
- 13.09 INTEGRATION CLAUSE. This Agreement, including all Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matters hereof.
- 13.10 PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 13.11 EXCLUSIVITY. This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. CCSD may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as CCSD sees fit, so long as the performance of such services does not interfere with CCSD's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.
- 13.12 LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of the Parties shall not be subject to punitive damages.
- 13.13 GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be

- governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 13.14 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 13.15 PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
- 13.16 NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 13.17 CODE OF CONDUCT. By executing the Agreement, CCSD acknowledges it has read and agrees to comply as applicable with Health District's Code of Conduct, which is available online at:
  - https://media.southernnevadahealthdistrict.org/download/FQHC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf
- 13.18 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

#### **SOUTHERN NEVADA HEALTH DISTRICT**

By:			
	Fermin Leguen, MD, MPH	Date	
	District Health Officer		
	Health District UEI: ND67WQ2LD8B1	-	
APF	PROVED AS TO FORM: This document is approved as to form	m.	
	Signature to be affixed after approva		
By:	Southern Nevada District Board of H	•	
Dy.	Heather Anderson-Fintak, Esq.		
	General Counsel		
	Southern Nevada Health District		
CI	ARK COUNTY SCHOOL DISTRICT:		
D.	<i>y</i> :.		
Ь	Jesus F. Jara	 Date	
	Superintendent of Schools	Date	
	CCSD UEI: SRBYQ7XFBYA6		
	COSS OLI: SIBTQ/ALSTAO		
Ву	<b>/</b> :		
	Evelyn Garcia Morales	Date	
	President, Board of Trustees		
D.			
D	/: Lisa Guzmán	 Date	
	Clerk, Board of Trustees	Date	
	cicik, board of frustees		
Al	PPROVED AS TO FORM		
В	<i>y</i> :.		
,	Luke Puschnig	_	
	General Counsel		
	Clark County School District Nevada		

# ATTACHMENT A SCOPE OF WORK

A. CCSD will participate in the following activities from December 1, 2023 through November 30, 2024 ("Period of Performance"):

#### CCSD Safe Routes to Schools will:

- A.1 Increase the number of CCSD schools that reach Safe Routes to Schools ("SRTS") Achievement Level Program ("ALP") recognition by 25%.
- A.2 Ensure at least five (5) schools reach Platinum Level in the SRTS ALP.
- A.3 Partner with City of Las Vegas to conduct walk audits at seven (7) schools, and develop school specific safety improvement plans for each school.
- A.4 Maintain and support awareness, education, and communication activities at registered SRTS schools.
- A.5 Prepare and submit programmatic reports using Health District-provided templates as requested by Health District.
- A.6 Work with Health District staff to ensure proper close out of Period of Performance.

### **ATTACHMENT B PAYMENT**

- Payments to CCSD for Services actually performed during Budget Period December 1, 2023 through Α. November 30, 2024 are not-to-exceed \$140,000. Allowable Agreement-related budget expenses eligible for reimbursement during this Budget Period include the following categories:
  - A.1 Salaries, Fringe, Professional Services, Contract, Printing, General Supplies, Books and Periodicals, Web-Based Programs/Computer Supplies, Equipment, Travel, and Indirect Costs.

Budget Period December 1, 2023 through November 30, 2024	Items 1 through 11,
	<b>Estimated Amounts</b>
	Budgeted
Personnel, Salaries	\$36,000.00
Personnel, Fringe Benefits	\$846.00
Other Professional Services, i.e. Safe Routes to School educational material	
developers	\$20,000.00
Printing Services, i.e. professionally printed items such as signs, banners	\$15,000.00
General Supplies, i.e. program supplies such as student bikes, accessories, safety	
supplies, banners, uniforms, incentives	\$41,057.55
Books and Periodicals	\$4,000.00
Web based/Computer Supplies and similar safety programs	\$10,000.00
Equipment/Materials to support school SRTS Assemblies:/Presentations	\$10,000.00
Direct Costs, Subtotal	\$136,904.00
Modified Direct Costs ("MDC"), Subtotal of Direct Costs Less	
Equipment/Materials Estimated Amount Budgeted	\$126,904.00
Indirect Costs applied to MDC at rate of 2.44%	\$3,096.45
Total Not-to-Exceed Amount, December 1, 2023 through November 30, 2024	\$140,000.00

- В. CCSD agrees that any Agreement-related expenses incurred by CCSD after November 30, 2024 are not be eligible for reimbursement by Health District.
- C. CCSD may not bill more often than monthly for work actually completed during the term of the Agreement.
- CCSD will submit invoices to AP@snhd.org, and will reference agreement number C2400078 on each D. invoice submitted. CCSD is responsible for ensuring Health District timely receives invoices.

- D.1 Payments shall be based on approved CCSD invoices timely submitted in accordance with this Agreement. No payments will be made in excess of the Total Not-to-Exceed Amount of this Agreement.
  - (a) Each invoice will itemize specific costs incurred for each allowable Expense item as agreed upon by the Parties as identified in the Agreement.
  - (b) Backup documentation including but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District is required and shall be maintained by CCSD in accordance with cost principles applicable to this Agreement.
  - (c) All CCSD invoices shall be signed by the CCSD's official representative and shall include a statement certifying that the invoice is a true and accurate billing.
  - (d) All Invoices are subject to approval by Health District project and fiscal staff.
  - (e) CCSD must submit its final Request for Reimbursement billing to Health District no later than December 15, 2024.
  - (f) CCSD is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties. Additionally, Health District may terminate this Agreement for cause as described in Section 1. of the Agreement, and may withhold payment to CCSD, and/or require that CCSD return some or all payments made with Grant funds to Health District.
  - (g) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable Expenses costs.
- D.2 Health District will not be liable for interest charges on late payments.
- D.3 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with disputed items.

### ATTACHMENT C ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

As a sub-recipient of Grant funds, CCSD agrees to ensure its compliance as applicable with the following:

- In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions Α. for Non-research awards located at https://www.cdc.gov/grants/federal -regulationspolicies/index.html, the CDC hereby incorporates Notice of Funding Opportunity (NOFO) number OE22-2203 https://www.grants.gov/web/grants/viewlocated at opportunity.html?oppId=340034, entitled Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems, and Health District application dated September 15, 2023, located at https://media.southernnevadahealthdistrict.org/download/private/PHI grantapplication/20230915-grant-application.pdf as may be amended, both of which are hereby made a part of this Non-research award subrecipient agreement.
  - A.1 Grant funds will not be used to supplant existing financial support for CCSD programs.
  - A.2 Consistent with 45 CFR 75.113, subrecipients must disclose, in a timely manner in writing to the Health District, the CDC, and the HHS Office of the Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations. Disclosures must be sent in writing to the Health District, the CDC, and to HHS OIG at the following addresses:

Southern Nevada Health District Legal Department, Attention: Compliance Officer 280 S. Decatur Blvd. Las Vegas, NV 89107

#### AND

CDC, Office of Grants Services Derick Wheeler, II, , Grants Management Officer/Specialist Contractor: Chenega Centers for Disease Control and Prevention Branch 3 2939 Flowers Road, MS-TV2

Email: <u>tie2@cdc.gov</u> (Include "Mandatory Grant Disclosures" in subject line)

#### AND

Atlanta, GA 30341

U.S. Department of Health and Human Services Office of the Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW

Cohen Building, Room 5527 Washington, DC 20201

FAX: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

- A.3 Health District is required to report to CDC any termination of a federal award prior to the end of the Performance Period due to material failure to comply with the terms and conditions of the Grant in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)). Health District and/or CDC must also notify the subrecipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the Grant (45 CFR 75.373(b)).
- U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ("HHS") REQUIREMENTS. CCSD В. agrees to ensure its compliance with applicable terms and conditions contained within the HHS Grants Policy Statement, as may be supplemented by federal Acts of Congress or Executive Orders from time to time, and is available online at http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf. Applicable terms and conditions may include, but not be limited to, the following:
  - B.1 ACTIVITIES ABROAD. CCSD must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
  - B.2 AGE DISCRIMINATION. The Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.
  - B.3 CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.
  - B.4 CONTROLLED SUBSTANCES. CCSD is prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the subrecipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

- B.5 EDUCATION AMENDMENTS OF 1972. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.
- B.6 LIMITED ENGLISH PROFICIENCY. Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at http://www.hhs.gov/ocr/lep/revisedlep.html, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.
- B.7 PRO-CHILDREN ACT. The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any

- questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.
- B.8 PUBLIC HEALTH SECURITY AND BIOTERRORISM PREPAREDNESS AND RESPONSE ACT. The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at http://www.cdc.gov/od/ohs/biosfty/shipregs.htm.

Research involving select agents and recombinant DNA molecules also is subject to the NIH Guidelines for Research Involving DNA Molecules (see "Guidelines for Research Involving DNA Molecules and Human Gene Transfer Research" in this section).

- B.9 REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.
- B.10 RESOURCE CONSERVATION AND RECOVERY ACT. Under RCRA (42 U.S.C. 6901 et seq.), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).
- B.11 RESTRICTION ON FUNDING ABORTIONS. HHS funds may not be spent for an abortion.
- B.12 RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES/NEEDLE EXCHANGE, as amended by the Consolidated Appropriations Act of 2016. Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug; provided that, pursuant to the Consolidation Appropriations Act of 2016, such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the CDC, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

- B.13 UNIFORM RELOCATION ACT AND REAL PROPERTY ACQUISITION POLICIES ACT. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 et seq., applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.
  - The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.
- B.14 U.S. FLAG AIR CARRIER. Subrecipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm\_attachments/GSA\_DOCUMENT/ 110304\_FTR\_R2QA53\_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)
- B.15 U.S.A. PATRIOT ACT. The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act" in this subsection).
- C. 45 CFR § 75.326 PROCUREMENT BY STATES. When procuring property and services under a federal award, a state (or political subdivision of a state) must follow the same policies and procedures it uses for procurements from its non-federal funds. A state receiving federal funds will comply with § 75.331 and ensure that every purchase order or other contract includes any clauses required by § 75.335. All other non-federal entities, including subrecipients of a state, must follow the procurement standards in §§ 75.327 through 75.335.
- D. COMPLIANCE WITH PROCUREMENT STANDARDS. Contractor agrees to follow and comply with CFR § 75.327 General Procurement Standards through 75.335 Contract Provisions as

applicable.

- E. CONTRACT PROVISIONS. In addition to other provisions required by HHS, Health District, and/or Contractor, all contracts made by Contractor under the Grant must contain provisions covering the following in accordance with Appendix II to CFR Part 75, Contract Provisions for Non-Federal, Entity Contracts Under Federal Awards. Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
  - E.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - E.2 TERMINATION. All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - E.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - E.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part

- 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- E.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E.8 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management

- (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (a) Furthermore, each of Contractor's vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- E.9 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- E.10 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- F. Contractor will ensure its compliance as applicable with the Investment and Jobs Act (IIJA), codified as Public Law 117-58 on November 15, 2021, and as may be amended from time to time; provisions of which as of the time of the execution of this Agreement are proposed by the federal Office of Management and Budget (OMB) to be adopted as new part 184 in 2 CFR Chapter I to support implementation of IIJA, and to further clarify existing requirements within 2 CFR 200.322. These proposed revisions are intended to improve uniformity and consistency in the implementation of "Build America, Buy America (BABA) requirements across government. OMB's proposed action, dated February 9, 2023, can be reviewed online at <a href="https://www.federalregister.gov/documents/2023/02/09/2023-02617/guidance-">https://www.federalregister.gov/documents/2023/02/09/2023-02617/guidance-</a>

- for-grants-and-agreements. Public Law 117-58 be reviewed online may at https://www.congress.gov/bill/117th-congress/house-bill/3684/text.
- PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. CCSD certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and CCSD has not and will not use federal funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract to procure or obtain;
    - (i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
  - G.1 See Public Law 115—232, section 889 for additional information.
  - G.2 See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.

# APPROVED BY THE SOUTHERN NEVADA DISTRICT BOARD OF HEALTH FEBRUARY 22, 2024



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: February 22, 2024

**RE:** Approval of the Interlocal Agreement between the Southern Nevada Health District and the Clark County, Nevada.

## **PETITION #27-24**

**That the Southern Nevada District Board of Health** approve the Interlocal Agreement between the Southern Nevada Health District and Clark County, Nevada to implement the HIV Status Neutral Rapid PREVENT Program.

### **PETITIONERS:**

Fermin Leguen, MD, MPH, District Health Officer Cassius Lockett, PhD, Deputy District Health Officer-Operations Lourdes Yapjoco, MSN, RN, Director of Primary and Preventive Care

### **DISCUSSION:**

The Interlocal Agreement allows Clark County, Nevada (County) and the Southern Nevada Health District (SNHD) to implement an innovative initiative that reframes traditional HIV service delivery and retains people in care, regardless of HIV status. This project creates a "one-door" system for both HIV prevention and treatment services depending on an individual's HIV test result: patients with reactive HIV tests are linked to the established Rapid stART HIV care services, and HIV negative individuals are connected to the Rapid PREVENT Program for preventative health care services to stop the spread and reduce incidence rate of HIV. This program will serve Clark County (NV), Nye counties (NV), and Mohave County, (AZ).

### **FUNDING:**

The County will provide Federal funds to SNHD to support the cost of operating services in the amount of \$925,000 over the three-year grant period. Federal funds are provided by the U.S. Department of Health and Human Services and Health Resources and Services Administration (HRSA) through the Division of Metropolitan HIV/AIDS Programs. Funds for the program are contingent upon receipt of grant funds awarded by HRSA to Clark County Social Service through the Minority HIV/AIDS Fund, number U1SHA50036.

### CBE NO. 606954-24

# INTERLOCAL AGREEMENT FOR HIV STATUS NEUTRAL RAPID PREVENT PROGRAM

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and SOUTHERN NEVADA HEALTH DISTRICT, hereinafter referred to as "SNHD" for HIV STATUS NEUTRAL RAPID PREVENT PROGRAM.

### WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

NOW, THEREFORE, the parties mutually agree as follows:

### **ARTICLE I: SCOPE OF WORK**

AGREEMENT sets forth:

### 1.0 Overview

A Status Neutral Approach to Improve HIV Prevention and Health Outcomes for Racial and Ethnic Minorities – Implementation Sites is an innovative initiative that reframes how traditional HIV services are delivered and aims to retain people in care, regardless of HIV status. People with a non-reactive HIV test will enter care through a prevention pathway that meets individualized needs for services that are comprehensive, continuous, and culturally responsive. Engaging people, particularly individuals considered high-risk, in HIV prevention will help to reduce the incidence rates of HIV.

Funds are provided by the U.S. Department of Health and Human Services, Health Resources and Services Administration, HIV/AIDS Bureau, and the Division of Metropolitan HIV/AIDS Programs. The goals of this funding are to:

- Create "one door" for both HIV prevention and treatment services.
- Address institutionalized HIV stigma by integrating HIV prevention and care rather than supporting separate systems, which can deepen the divide between people with HIV and people who can benefit from HIV prevention services.
- Enable people to know their status by making HIV testing, linkage to medical care, and testing for other medical conditions such as sexually transmitted infections (STIs) and Hepatitis C virus (HCV) more accessible and routine.

The Clark County Office of HIV, as the Ryan White HIV/AIDS Program Part A recipient, was one of four agencies selected under the funding opportunity, *A Status Neutral Approach to Improve HIV Prevention and Health Outcomes for Racial and Ethnic Minorities – Implementation Sites.* For the three-year grant period, this project will serve the entire Las Vegas Ryan White Transitional Grant Area (LVTGA), Clark County (NV), Nye County (NV), and Mohave County (AZ).

### 2.0 Scope of Project

COUNTY will provide Federal funds to SNHD to support the cost of operating services to help individuals living with HIV through Rapid PREVENT – Prevention Engagement for Virus Eradication through Neutral Treatment (PROGRAM). Federal funds are provided by U.S. Department of Health and Human Services (DHHS) and Health Resources and Services Administration (HRSA) through the Division of Metropolitan HIV/AIDS Programs. Funds for the program are contingent upon receipt of grant funds awarded by HRSA to Clark County Social Service through the Minority HIV/AIDS Fund, number, U1SHA50036.

The HIV test will be the entry into care, and depending on the test results, an individual will enter one of two pathways: prevention or treatment. The established Rapid stART program will provide treatment services for people who have a reactive test. The Rapid PREVENT will provide prevention services and tools for people who have a non-reactive test. Together, this two-pathway approach will reduce the incidence of new HIV infections and will achieve better health outcomes in the LVTGA.

There are two Rapid PREVENT goals:

- 1. Connect HIV negative individuals to preventative healthcare services to stop the spread of HIV and reduce the incidence rate.
- 2. Maintain HIV negative status by offering health education and risk reduction for priority sub-populations and individuals at higher risk of HIV infection.

Status neutral services are inclusive and whole-person-first, meaning prevention services are comprehensive in its support of a person's overall health. Services have no endpoint and are continuous in engaging the individual in care. Rapid PREVENT will provide non-medical case management and linkage to care. Rapid PREVENT's services include:

- Health Education Client self-advocacy, access, sexual health, harm reduction strategies, support groups, etc.
- Health Tools Condoms (and /or) syringe services (not covered with this funding)
- Barrier-busting services navigation of system, transportation, scheduling appointment, insurance coverage, linguistic services, transportation, etc.
- Prevention Services -risk reduction services, STI testing, Pre-exposure prophylaxis (PrEP), and counseling
- Outside Referrals housing, legal, employment, financial, vocational, transportation, social, and spiritual

### 3.0 Definitions

AIDS (Acquired Immune Deficiency Syndrome) is the late stage of HIV infection that occurs when the body's immune system is badly damaged because of the virus. In the U.S., most people with HIV do not develop AIDS because taking HIV medicine every day as prescribed stops the progression of the disease. A person with HIV is considered to have progressed to AIDS when the number of their CD4 cells falls below 200 cells per cubic millimeter of blood (200 cells/mm3). (In someone with a healthy immune system, CD4 counts are between 500 and 1,600 cells/mm3) or they develop one or more opportunistic infections regardless of their CD4 count.

**HIV** (human immunodeficiency virus) is a virus that attacks cells that help the body fight infection, making a person more vulnerable to other infections and diseases. It is spread by contact with certain bodily fluids of a person with HIV, most commonly during unprotected sex (sex without a condom or HIV medicine to prevent or treat HIV), or through sharing injection drug equipment. If left untreated, HIV can lead to the disease AIDS.

**JSI** was chosen by HRSA as the Evaluation & Technical Assistance Provider for all Status Neutral Implementation Sites.

**Rapid stART** refers to starting a patient on HIV antiretroviral therapy (ART) treatment as soon as possible after the diagnosis of HIV infection, preferably on the first clinic visit (and even on the same day the HIV diagnosis is made). Rapid stART may serve to decrease time to viral suppression by removing obstacles to care; support equitable access to treatment; and reduce new HIV infections.

Rapid PREVENT— Prevention Engagement for Virus Eradication through Neutral Treatment (Rapid PREVENT) approach is prevention pathway that operates parallel to the Rapid start program and engages individuals who receive a non-reactive HIV test result. Rapid PREVENT aims to connect these individuals to preventative healthcare services, including pre-exposure prophylaxis, or PrEP, health education and risk reduction to reduce new HIV infections.

**Pre-exposure prophylaxis**, commonly referred to as PrEP, is a medicine taken to prevent contracting HIV. PReP is highly effective when taken as prescribed and is a preventative tool, particularly for priority populations at increased risk for HIV infection.

Note: In this document, "client" and "patient" are used interchangeably; *Project staff* specifically refers to the Rapid PREVENT (PROGRAM) team and *Ryan White Program care team/staff* refers to the Ryan White care and surveillance team, which includes the Rapid PREVENT (PROGRAM) staff.

### 4.0 Target Population

Rapid PREVENT will focus services on three sub-populations:

- 1. Hispanic individuals,
- 2. Black individuals, and
- 3. Men who have sex with men (MSM).

In alignment with a syndemic framework, the following groups have further identified for Rapid PREVENT services due to their multiple risk factors for HIV:

- Other racial and ethnic minorities,
- Transgender individuals,
- Young people under 30 years of age, and
- People who use substances.

### 5.0 Services

The purpose of this section is to provide a description of the services SNHD is responsible to deliver. SNHD shall:

- 1. Respond to any internal and external referrals for Rapid PREVENT services.
- Utilize best practices and Rapid stART as a guide in developing and implementing a process of same-day referral to a prescribing health care provider on the same day as the HIV test results.
- 3. Provide each Rapid PREVENT client with culturally and linguistically appropriate individual and/or group health education/risk reduction services, delivered by trained personnel, to help patients: a) understand and self-manage their health; b) orient them to HIV prevention services and resources in the community; and c) any other topics that will help engage and retain clients in preventative care.
- 4. In collaboration with other SNHD Health Education programs, educate area medical providers and community partners on Rapid PREVENT and related resources.

- 5. Assess patient needs, develop a care plan and link patients to community resources based on their preference and care needs.
- 6. Document all services and referrals provided to Rapid PREVENT in client databases, data collection tools and project management tools selected by HRSA and/or JSI.

### Additionally, SNHD shall:

- Actively promote, support and integrate inclusion of client preferences as an essential priority of the PROGRAM. Client-specific factors may include client readiness for initiation of care and/or other special circumstances.
- Continue to tap into its established network of internal and external providers and partners
  to address clients' holistic needs for medical and supportive services and to decrease
  barriers to preventative care, including:
  - Internal stakeholders prescribing providers, Medical Assistants, the pharmacy team,
     Primary Care, Sexual Health Clinic, Tuberculosis, and Refugee and other clinics and programs within the Clinical Services Division.
  - External partners HIV/STI prevention programs, community-based organizations, and other resources that aid people with high-risk for HIV and syndemic conditions and high needs to address social determinants of health.

### 6.0 Responsibilities of SNHD

The purpose of this section is to provide a description of how SNHD is expected to utilize the allocated funding to provide the highest quality of service based on HRSA HAB guidelines and monitoring standards set forth to meet the necessary service provisions of the grant.

### Program Administration & Development - SNHD shall:

- Ensure the PROGRAM is operated in accordance with:
  - o Applicable Nevada Revised Statutes and Nevada Administrative Code,
  - Conditions of Award (COA) set forth by HRSA,
  - Terms and conditions set forth by HRSA in the applicable Notice of Funding Opportunity (NOFO) and corresponding application, work plan and budget,
  - Applicable <u>Service Standards and Policies and Procedures</u> of the Las Vegas Transitional Grant Area,
  - o All other applicable federal, state, and local regulations.
- Ensure that SNHD, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- Actively engage in technical assistance sessions with COUNTY, Collaborative Research, Pacific AETC-Nevada and/or JSI.
- Ensure, to the maximum extent practicable, that people with lived experience from priority populations, through employment, provision of volunteer services, and providing supportive services for the PROGRAM.
- Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff to client ratios.
   Staffing should be comprised of a multi-disciplinary team.
- Ensure all appropriate staff is trained in relevant best practices and the following topics: cultural humility, social determinants of health, medical mistrust, motivational interviewing, trauma-informed care, client-centered best practices, and Sexual Orientation, Gender Identity and Expression (SOGIE).
- Ensure staff serving in the capacity of Community Health Workers are certified by the Nevada Certification Board.

- Ensure all appropriate staff is trained in the use of client databases, data collection tools and project management tools selected for the Status Neutral Implementation Sites by HRSA and/or JSI.
- Ensure staff utilize selected client databases, data collection tools and project management tools as directed by COUNTY, HRSA and/or JSI.
- Ensure that incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.
- In collaboration with Collaborative Research, Pacific AETC-Nevada and COUNTY, develop PROGRAM tailored strategies and interventions for target populations in consult with these affected communities.
- Cultivate partnerships with community-based organizations, healthcare providers, and advocacy groups to educate and bring awareness of the PROGRAM to ensure its successful implementation.
- In collaboration with COUNTY, develop additional policies, procedures, and services standards for the PROGRAM, including but not limited to, eligibility criteria, admissions, discharge, and other referral protocols.
- Provide PrEP navigation and non-medical case management through use of three Care Coordinators to clients of the PROGRAM and develop and maintain a community resource list that contains resources and services for syndemic concerns of HIV.

### Data, Reporting and Quality Assurance - SNHD shall:

- Develop and implement a quality assurance plan to facilitate client feedback on quality of services, which must include at least one of the following: client satisfaction surveys during and at the completion of service delivery; development of a client advisory council which has the ability to meet on a regular basis to discuss service delivery issues; and/or regularly scheduled opportunities to meet with agency leadership to discuss programs. SNHD will submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly when submitting quarterly reports.
- Submit quarterly reports to COUNTY describing: 1) the PROGRAM'S progress toward
  accomplishing Rapid PREVENT activities; 2) data and analysis related to performance
  outcomes established in this Scope of Work; and 3) data and analysis related to patient
  feedback obtained during the quarter.

### Fiscal - SNHD shall:

- Submit to COUNTY'S authorized representative a monthly Request for Reimbursement by the 15<sup>th</sup> calendar day of each month for the previous month's services.
- Establish such fiscal and accounting procedures necessary to ensure the proper disbursal of, and account for grant funds in order to ensure that all financial transactions are conducted. Maintain financial records pertaining to all matters relative to the Scope of Work in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion or termination of this Scope of Work, whichever comes first. Delineate how multiple funding sources for services are allocated appropriately for the designated intended service. All such records relating to any analysis or audit performed relative to this Scope of Work shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that SNHD no longer operates in Nevada, it shall be required to deliver a copy of all records relating to this Scope of Work with COUNTY to be retained by COUNTY and SNHD.

COUNTY will evaluate SNHD'S performance under this Scope of Work on a regular basis. Such evaluation may include assessing SNHD'S compliance with the Scope of Work and performance outcomes and may occur monthly, quarterly, semi-annually, and/or annually.

### 7.0 Performance Outcomes

SNHD is expected to comply with the performance outcomes, goals, objectives, activities, and timeline in the approved HRSA award and work plan.

### 8.0 References

- CDC HIV Basics
- CDC HIV Prevention
- CDC Issue Brief: Status Neutral HIV Care and Service Delivery
- CDC Status Neutral HIV Prevention and Care
- Las Vegas TGA, Ryan White Service Standards and Policies & Procedures
- HRSA <u>Notice of Funding Opportunity</u>

### **ARTICLE II: TERM OF AGREEMENT**

The initial term of AGREEMENT shall be from date of award through August 31, 2024, with the option to renew for 2, one-year period(s).

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving thirty (30) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30<sup>th</sup> of the current fiscal year. Termination due to the failure of COUNTY or SNHD to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

### ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY will reimburse SNHD for goods and/or services provided as outlined in Article I - Scope of Work.

Remuneration will remain on a reimbursement basis unless specifically waived by COUNTY. Reimbursement will be paid after eligible expenses have been incurred and expended in conformance with Article I - Scope of Work.

The table below reflects the budget that corresponds to Article I - Scope of Work.

Budget						
SNHD Rapid PREVENT Date of Award - 8/31/2024	\$275,000					
SNHD Rapid PREVENT 9/1/2024 - 8/31/2025	\$325,000					
SNHD Rapid PREVENT 9/1/2025 - 8/31/2026	\$325,000					
TOTAL	\$925,000					

COUNTY rejects an invoice as incomplete, SNHD will be notified within thirty (30) calendar days of receipt and SNHD will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted via email as follows: CCHIVFiscal@ClarkCountyNV.gov

SNHD must notify COUNTY in writing of any changes to SNHD'S remit payment address or other pertinent information that may affect issuance of payment and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

### ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

### **ARTICLE V: AMENDMENT / ENTIRE AGREEMENT**

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and SNHD relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

### **ARTICLE VI: SUBCONTRACTS**

AGREEMENT is entered into to secure the services of SNHD. Services specified in this AGREEMENT shall not be subcontracted by SNHD without the written consent of COUNTY.

### **ARTICLE VII: ASSIGNMENTS**

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties and executed with the same formality as attending this original.

### **ARTICLE VIII: NOTICES**

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY: Attention: Heather Shoop

Clark County Social Service - Office of HIV

1600 Pinto Lane

Las Vegas, Nevada 89106

To SNHD: Attention: LourdesYapjoco and to:

Southern Nevada Health District Contract Administrator, Legal Dept.

Primary & Preventive Care Division Southern Nevada Health District

Primary & Preventive Care Division Southern Nevada Health District

280 S. Decatur Blvd
Las Vegas, Nevada 89107

280 S. Decatur Blvd
Las Vegas, Nevada 89107

### **ARTICLE IX: POLICIES AND PROCEDURES**

SNHD agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and SNHD.

### **ARTICLE X: INSURANCE**

SNHD, at its own expense, agrees to obtain and maintain in full force and effect during the term of this AGREEMENT, insurance in commercially reasonable amounts calculated to protect itself and the COUNTY from any and all claims of any kind of nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this AGREEMENT. Such insurance shall include medical malpractice coverage on SNHD's employees and officers as applicable.

### ARTICLE XI: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature or declared null and void by any court of competent jurisdiction or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

### **ARTICLE XII: LAW OF VENUE**

AGREEMENT shall be governed by the laws of the State of Nevada.

### **ARTICLE XIII: SUSPENSION AND TERMINATION**

**Suspension.** COUNTY may suspend performance by SNHD under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to SNHD. SNHD shall not perform further work under this AGREEMENT as of the effective date of suspension. SNHD may not resume performance, unless and until, COUNTY issues written notice to resume performance.

**Termination for Convenience.** Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto thirty (30) calendar day's written notice of intent to terminate.

**Termination for Cause.** This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of SNHD'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within SNHD'S control. If after termination for cause it is determined that SNHD has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

**Process.** The rights and remedies of COUNTY and SNHD provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

- 1. Upon receipt by SNHD of a suspension or termination notice, or delivery by SNHD of a termination notice, SNHD shall promptly discontinue all services affected (unless COUNTY'S notice directs otherwise) and deliver or otherwise make available to COUNTY, copies of all deliverables completed pursuant to the schedule set forth in Exhibit A, Scope of Work.
- 2. In the event this AGREEMENT is terminated by SNHD, SNHD acknowledges that its termination may affect COUNTY'S consideration of SNHD for future projects.
- 3. In the event of termination of this AGREEMENT, SNHD is eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. COUNTY will pay SNHD for work performed up to and including the date on which SNHD discontinued or should have discontinued all services as determined by paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed services or other work. Any payment due to SNHD may be adjusted to the extent COUNTY incurs additional costs by reason of SNHD'S default. The final invoice for all work completed as of the date of termination, shall be received by COUNTY within sixty (60) calendar days after date of termination.
- 4. Upon termination, COUNTY may take over the work and prosecute the same to completion by contract with another party or otherwise.

(Left Blank Intentionally and Signatures on Next Page)

COUNTY OF CLARK:	SOUTHERN NEVADA HEALTH DISTRICT:
BY: TICK SEGERBLOM, CHAIR Clark County Commissioners	BY: FERMIN LEGUEN, MD, MPH District Health Officer
ATTEST:	APPROVED AS TO FORM:  This document is approved as to form.  Signature to be affixed after approval by
BY: LYNN MARIE GOYA County Clerk	BY: Southern Nevada District Board of Health. HEATHER ANDERSON-FINTAK, ESQ. General Counsel Southern Nevada Health District
Approved as to form: Steven Wolfson, District Attorney	
BY: JASON B. PATCHETT Deputy District Attorney	

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be

legally bound thereby.

# APPROVED BY THE SOUTHERN NEVADA DISTRICT BOARD OF HEALTH FEBRUARY 22, 2024



## Memorandum

Date:

February 22, 2024

To:

SOUTHERN NEVADA DISTRICT BOARD OF HEALTH

From:

Daniel Isler, PE, REHS, Environmental Health Engineer/Supervisor D9
Daniel Burns, PE, REHS, Environmental Health Engineer/Manager D8
Chris Saxton, MPH-EH, REHS, Environmental Health Director C5
Cassius Lockett, PhD, Deputy District Health Officer-Operations
Fermin Leguen, M.D., MPH, District Health Officer

Subject:

Variance request for an Application to Construct a Septic System located at 7237 W. Washburn Rd., Las Vegas, NV 89149 with the following provisions: 1) allow installation of a septic system on an undersized lot

### I. <u>BACKGROUND</u>:

Alpha Investment Group ("Petitioner") is requesting a variance to permit and install an individual sewage disposal system (ISDS) on an undersized lot served by an individual well, located at Assessor's Parcel Number (APN) 125-34-310-011, also known as 7237 W. Washburn Rd., Las Vegas, NV 89149 ("Subject Property"). The Subject Property has an existing unpermitted septic system.

Petitioner requests a variance from Section 11.20.1 of the Southern Nevada District Board of Health Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management ("SNHD ISDS Regulations"), which requires a minimum lot size of 1.0 acres for the installation of an ISDS on a lot served by an individual well. The Subject Property has an area of approximately 0.56 acres.

Petitioners state the following with regards to these requirements:

1. There must be circumstances or conditions which are unique to the petitioner, and do not generally affect other persons subject to the regulation:

"The existing SFR is connected to an unpermitted system and would not be considered legal per SNHD regulations. Current system also does not comply with legal setback regulations."

Variance Request for 7237 W. Washburn Rd. Page 2 February 22, 2024

2. There must be circumstances or conditions which make compliance with the regulation unduly burdensome and cause a hardship to and abridge a substantial property right of the applicant, and the variance is necessary to render substantial justice to and preserve the property rights of the applicant. Please indicate in what manner compliance with the regulation would be burdensome or cause a hardship on your business or how the free use of your property may be affected (if economic factors are an issue, please include estimates regarding the costs that would be incurred by compliance):

"This SFR could not be sold under the current condition of not having a legal permitted ISDS. The nearest municipal sewer is approx. 3000' away and would be a substantial economic hardship to connect."

3. Granting the variance will not be detrimental or pose a danger to public health and safety. Please provide evidence that the variance request, if approved, will not adversely affect the safe and sanitary operation of the applicant(s) pool, spa, or food establishment:

"The variance approval and installation of a new septic system would allow full use of the SFR. The approval of the water well on less than an acre will also allow the property to be in full legal compliance with the SNHD as the new ISDS will be able to adhere to all of the current setback requirements. This same set of circumstance has previously been approved in this general area."

Examination of the Clark County Assessor's records and parcel genealogy show that Petitioners are the fourth owners of the septic system and obtained the Subject Property in March 2022. The property has not been improved since the adoption of the current SNHD ISDS Regulations in 2009.

SNHD has no record of a permit for the existing septic system on the Subject Property, but the system likely dates to 1962, when construction of the residence was completed. The existing septic system appears to be partially underneath an existing detached garage.

An analysis of the surrounding area shows that there are 158 recorded well logs and 154 permitted septic systems within a square mile of the Subject Property. The Subject Property receives water service from a domestic well (see well driller's report included as Attachment H). Petitioners conducted coliform, *E. coli*, and nitrate tests of their well water in January 2024. The test results did not indicate bacterial contamination but showed a nitrate concentration of 9.0 mg/L, which is approaching the maximum level considered to be safe by the US EPA (10 mg/L) (see Attachment I). According to the City of Las Vegas, the nearest available sewer point of connection is approximately 2,900' from the property line (see Attachment G).

### II. <u>RECOMMENDATION</u>:

The Subject Property is described in Exhibit A of the recorded deed (see Attachment E) as Lot 1 of Block 1 "excepting therefrom the east 157.50 feet", of the recorded subdivision known as Rainbow Valley Estates, which was approved in 1955 and is depicted in Attachment D. The Subject Property was split from the original Lot 1 sometime prior to construction of the existing residence in 1962. The east 157.50 feet of the original Lot 1 is now known as 7225 W. Washburn Rd., APN 125-34-310-012.

The Subject Property has an area of approximately 0.56 acres, which is smaller than the minimum

Variance Request for 7237 W. Washburn Rd. Page 3 February 22, 2024

lot size of 1.0 acres required by the SNHD ISDS Regulations. Lot size variances have been approved for other properties, some of which were as small as 0.06 acres.

The relatively high density of septic systems in the area may be contributing to the moderately high nitrate concentration in the well water, but the Subject Property is also located just south and west of a golf course, which is also a likely source of the nitrate contamination. Additionally, the replacement septic system will have the same capacity as the existing system, will be located farther from the well, and will be constructed to current standards.

Staff are of the opinion that granting the variance would not endanger public health or safety. Staff recommends APPROVAL of the variance due to the age of the existing system and the distance to the nearest sewer connection point. If the Board of Health approves the variance, staff recommend approval with the following conditions outlined in Section III.

### III. CONDITIONS:

If approved, staff recommends the following conditions:

- Petitioners and their successor(s) in interest shall abide by all local governmental regulations requiring connection to community sewage systems. Use of the ISDS shall be discontinued and the structure it serves shall be connected to any community sewage system constructed in the future to within four hundred (400) feet of the applicant's property line when connection can be made by gravity flow and the owner(s) are notified and legally required to do so.
- Petitioners and their successor(s) will abide by the operation and maintenance requirements of the most current SNHD Regulations governing individual sewage disposal systems.
- 3. Construction of the ISDS must commence within one (1) year of the date hereof. If the construction has not commenced within that period, this variance shall automatically expire and be of no further force and effect, unless application is made and approved for an extension of time prior to the expiration date by Petitioner or Petitioner's successor(s) in interest.

### Attachments:

- A. Authorization Letter
- B. Variance Candidate Application
- C. Justification Letter Submitted by Petitioner
- D. Recorded Plat for Rainbow Valley Estates
- E. Recorded Deed for 7237 W Washburn Rd
- F. Proposed ISDS Plan
- G. Email from the City of Las Vegas
- H. Well Driller's Report (Well Log #35355)
- I. Water Quality Test Results for Well Log #35355
- J. Public Notice

Variance Request for 7237 W. Washburn Rd. Page 4 February 22, 2024

### Attachment A: Authorization Letter

### **Authorization Letter**

November 29, 2023

Print Name

Southern Nevada Health District 280 S Decatur Blvd Las Vegas, NV 89107

I, Avi Segal of Alpha Investment Group Inc., do hereby authorize Hardin & Sons to make application for a septic system variance in the matter of 7237 W Washburn Rd, Las Vegas, NV Assessor's Parcel Number 125-34-310-011. Also, in the event that I cannot be present at the January 2024 Southern Nevada District Board of Health meeting, Hardin & Sons is authorized to speak on my behalf. However, we understand that both of us must sign both the letter of request and the variance order.

variance order. (Owner) Nevada State of: Clark County of: 11/29/2023<sub>, before me,</sub> Amihay Hadad (notary) Avi Segal Personally appeared, (signers) [\_\_] Personally known to me Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and has hereby acknowledged to me that he/she/they have executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. Witness my hand and official seal Notarized online using audio-video communication Amihay Hadad Electronic Notary Public State of Nevada Commission #: 19-2009-1 Commission Expires: 03/25/2027 Amihay Hadad

Attachment B: Variance Candidate Application (Page 1 of 3)



### VARIANCE CANDIDATE WORKSHEET

PART I:
ESTBLISHMENT INFORMATION .
Name of Facility/Establishment: ALPHA INVESTMENT GROUP INC.
Name of Operator/Agent: HARDIN + SONS INC.
Address of Operator / Agent: 20 W. Cheyenne Ave., NEV NV 6-185
Contact Information of Operator / Agent:
Office Phone: 702- 399-3878 Cell Phone: 702-379-9736
Fax Number: 702 - 399 - 2032 Email Address: hardin sons & gmail con
If corporation, the name/title of individual to sign for Variance document:
Name DALE MARTIN
Title: PRESIDENT, HARDIN + SONS INC.
Title
OVERTED INTO DE CATTONI
OWNER INFORMATION Name of Property Owner: ALPHA INVESTMENT GROUP INC.
Address of Property Owner: 120 N. Town CENTER DR. \$220 LV, NV 89/44
Address of Property Owner: 1120 N. 1000 Carlot All PED
Contact Information of Property Owner: BRANDON ALLRED  Office Phone: 702 - 487-5500 Cell Phone: 702-336- 2417
Office Phone: 162 - 487-3500 Cent rinte. 162 - 487-3500
Fax Number: 702-987- 0272 Email Address:
PROPERTY INFORMATION
Property Address: 7237 W. WASHBURN RD.
Assessor's Parcel Number (APN): 125-34-310-011
Describe location within larger facility (i.e. hotel/casino/resort, etc.):
S. F. R.
Describe Variance Issue (s): (Include sections of the Regulation or Nevada Administrative Code
that applies to the request for a variance)
REGULATION 2.1 STRUCTURE HAS AN EXISTING UNPERMITED SYSTEM.
UNPERMITTED GARAGE - BUIDING WITH LEACHFIELD LOCATED LESS THAN
8' From EithER BUILDING.
PROPERTY IS LESS THAN   ACRE AND HAS IT'S
DOMESTIC WATER WELL.

## Attachment B: Variance Candidate Application (Page 2 of 3)

PART II:  Nevada Administrative Code 439.240 states in general that certain conditions or circumstances must be shown to exist in order for a Board of Health to approve a request for a Variance from adopted public health regulations. A variance application letter (as noted below in PART III) MUST specifically address each of the following issues:
1. There must be circumstances or conditions which are unique to the applicant, and do not generally affect other persons subject to the regulation. Please indicate how your request is unique to your situation and is, therefore, not likely to affect other persons subject to the regulations:  THE EXISTING SFR IS CONNECTED TO AN UNPERMITTED SYSTEM,  AND WOULD NOT BE CONSIDERED LEGAL PER SAHD REGULATIONS.  CURRENT SYSTEM ALSO DOES NOT COMPLY WITH LEGAL SETBACK REGULATIONS.
2. There must be circumstances or conditions which make compliance with the regulation unduly burdensome and cause a hardship to and abridge a substantial property right of the applicant, and the variance is necessary to render substantial justice to and preserve the property rights of the applicant. Please indicate in what manner compliance with the regulation would be burdensome or cause a hardship on your business or how the free use of your property may be affected (if economic factors are an issue, please include estimates regarding the costs that would incurred by compliance):  THIS SFR COULD NOT BE SOLD UNDER THE CURRENT CONDITION OF NOT HAVING A LEGAL PERMITTED ISDS. THE NEAREST MUNICIPAL SEWER IS APPROX. 3000 AWAY AND WOULD BE A SUBSTANTIAL ECONOMIC HARDSHIP TO CONNECT.
3. Granting the variance will not be detrimental or pose a danger to the public health and safety. Please provide evidence that the variance request, if approved, will not adversely affect the safe and sanitary operation of the applicant(s) pool, spa, or food establishment:  THE VARIANCE APPROVAL AND INSTAURTION OF A NEW SEPTIC SYSTEM WOULD ALLOW FULL USE OF THE SFR. THE APPROVAL OF THE WATER.  WELL ON LESS THAN AN ACRE WILL ALSO ALLOW THE PROPERTY TO BE IN FULL LEGAL COMPLIANCE WITH THE SNHD AS THE NEW TES WILL BE ABLE TO ADHERE TO ALL OF THE CURRENT SETBACK REQUIREMENTS.  THIS SAME SET OF CIRCUMSTANCE HAS PREVIOUSLY BEEN APPROVED
IN THIS GENERAL AREA:

### Attachment B: Variance Candidate Application (Page 3 of 3)

JAC	430 240	Approval by State	Doord of Usale	nr.	(25)		10		200	
VAL	437.440	Approval by Stati	ticall to break a	1. 1 11. 5		- 1	47.2	-	1111	

- 1. The State Board of Health will grant a variance from a regulation only if it finds from the evidence presented at the hearing
  - (a) There are circumstances or conditions which:
    - (1) Are unique to the applicant:
    - (2) Do not generally affect other persons subject to the regulation:

    - Make compliance with the regulation unduly burdensome: and
       Cause a hardship to and abridge a substantial property right of the applicant: and
  - (b) Granting the variance:
    - (1) Is necessary to render substantial justice to the applicant and enable the applicant to preserve and enjoy his or her property right; and
    - (2) Will not be detrimental or pose a danger to public health and safety.
- 2. Whenever an applicant for a variance alleges that he or she suffers or will suffer economic hardship by complying with the regulation, the applicant must submit evidence demonstrating the costs of compliance with the regulation. The Board will consider the evidence and determine whether those costs are unreasonable.

[Bd. of Health. Variances Reg. §§ 2.7-2.8, eff. 10-16-80; A 2-5-82; 1-19-84]

A Variance Application Letter, which includes all information provided by the applicant on his worksheet, must be submitted in writing to the Environmental Health Division (EHD) Director no later than 40 days before the monthly Board of Health Meeting. The Application letter must be on the owner's letterhead signed by the Owner/Corporate Officer specifically listing which part(s) of the Regulation the proposed Variance covers with this completed Worksheet as an attachment. The written Application Letter must take particular care in providing statements and evidence of circumstances or conditions and reasons why the District Board of Health should grant the Variance as listed in NAC 439.240 as shown at the top of this page. ALL information you have provided in PART I and II of this Worksheet must be included in the body of the letter. The evidence required may include 81/2" x 11" or 11" x 17" detailed drawings and/or photographs.

The Variance process is outlined in Nevada Administrative Code (NAC) 439.200 through 439.260 with the exception that an application fee is payable to SOUTHERN NEVADA HEALTH DISTRICT (SNHD).

### This section to be completed by SNHD staff ONLY

Next closing date is: for the	BOH Meeting.	
Referred by:		
(Print Name of REHS)		
Completed by:	Date:	
(Print Name of REHS if not by supervisor)		
Received by:	Date:	_
(Owner/Operator/Agent)		
Reviewed by:	Date:	
(Signature of SNHD Manager)		

### Attachment C: Justification Letter Submitted by Petitioner

### Justification/Hardship Letter

November 29, 2023

To: Southern Nevada Health District 280 S Decatur Blvd Las Vegas, NV 89107

From: Avi Segal of Alpha Investment Group Inc. RE: Parcel # 125-34-310-011 7237 W Washburn Rd, Las Vegas, NV 89149

To whom it may concern:

I hereby make application and petition the Southern Nevada District Board of Health for a variance to the Regulations Governing Individual Sewage Disposal and Liquid Waste Management Section 2.1 for a structure with an existing unpermitted system with a domestic/private water well located on less than 1 acre of property.

The legal description of said property is APN# 129-36-610-037, further described as Rainbow Valley Estates, Platbook 4, Page 88, PT Lot 1, Block 1 and PT Lot 2 & VAC RD

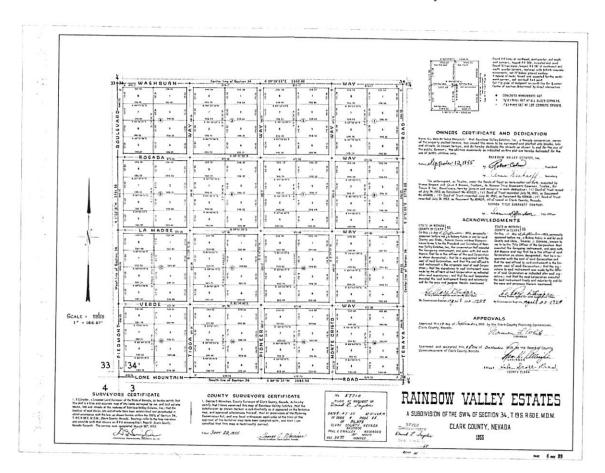
I have owned the property since March 7, 2022 and wish to apply for this variance.

Thank you for your consideration,

11/29/2023

Avi Segal

Attachment D: Recorded Plat for Rainbow Valley Estates



### Attachment E: Recorded Deed for 7237 W. Washburn Rd. (Page 1 of 4)

Inst #: 20220307-0003223
Fees: \$42.00
RPTT: \$2657.10 Ex #:
03/07/2022 02:41:00 PM
Receipt #: 4914566
Requestor:
Chicago Title Las Vegas
Recorded By: WDMN Pgs: 4
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD

Ofc: ERECORD

APN/Parcel ID(s): 125-34-310-011

Order No.: 15822000748

WHEN RECORDED MAIL TO and MAIL TAX STATEMENTS TO:

Alpha Investment Group, Inc., a Nevada Corporation 1120 N Town Center Dr, 220 Las Vegas, NV 89144

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### GRANT, BARGAIN AND SALE DEED

R.P.T.T \$2,657.10

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Kenneth Zemp and Maria Zemp, Husband and Wife as Joint Tenants,

do(es) hereby GRANT, BARGAIN AND SELL to

Alpha Investment Group, Inc., a Nevada Corporation

the real property situated in the County of Clark, State of Nevada, described as follows:

FOR LEGAL DESCRIPTION OF THE REAL PROPERTY, SEE EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HEREOF.

#### Subject to:

- 1. All general and special taxes for the current fiscal year.
- Covenants, Conditions, Restrictions, Reservations, Rights, Rights of way and Easements now of record.

Together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any revisions, remainders, rents, issues or profits thereof.

Grant Bargain and Sale Deed SCA0002455.doc / Updated: 11.23.21

NV-CT-FWNV-02810.426032-15822000748

### Attachment E: Recorded Deed for 7237 W. Washburn Rd. (Page 2 of 4)

# SIGNATURE AND NOTARY ACKNOWLEDGMENT FOR GRANT BARGAIN SALE DEED

Grant Bargain and Sale Deed SCA0002455.doc / Updated: 11.23.21

NV-CT-FWNV-02810.426032-15822000748

Variance Request for 7237 W. Washburn Rd. Page 12 February 22, 2024

Attachment E: Recorded Deed for 7237 W. Washburn Rd. (Page 3 of 4)

# **EXHIBIT "A"**Legal Description

For APN/Parcel ID(s): 125-34-310-011

PARCEL I

LOT ONE (1) IN BLOCK ONE (1) OF RAINBOW VALLEY ESTATES, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 4 OF PLATS, PAGE 88, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

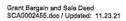
EXCEPTING THEREFROM THE EAST 157.50 FEET VACATED ALONG THE NORTH LINE OF SAID LOT ONE (1).

PARCEL II:

THE NORTH TEN (10) FEET OF THE WEST HALF (W 1/2) OF LOT TWO (2) IN BLOCK ONE (1) OF RAINBOW VALLEY ESTATES, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 4 OF PLATS, PAGE 88, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

FURTHER RESERVING THEREFROM AN EASEMENT FOR ROADWAY PURPOSES OVER AND ACROSS THE WESTERLY TWENTY (20) FEET OF PARCEL ONE (1) AND TWO (2) SHOWN ABOVE.

FURTHER RESERVING AN EASEMENT OVER AND ACROSS THE NORTH TEN (10) FEET OF PARCEL TWO (2) AND THE SOUTH TEN (10) FEET OF PARCEL ONE (1) FOR PIPE LINES AND INCIDENTAL PURPOSES WITH THE RIGHT OF INGRESS AND EGRESS TO REPLACE, REPAIR AND RELOCATE SAID PIPE LINES.

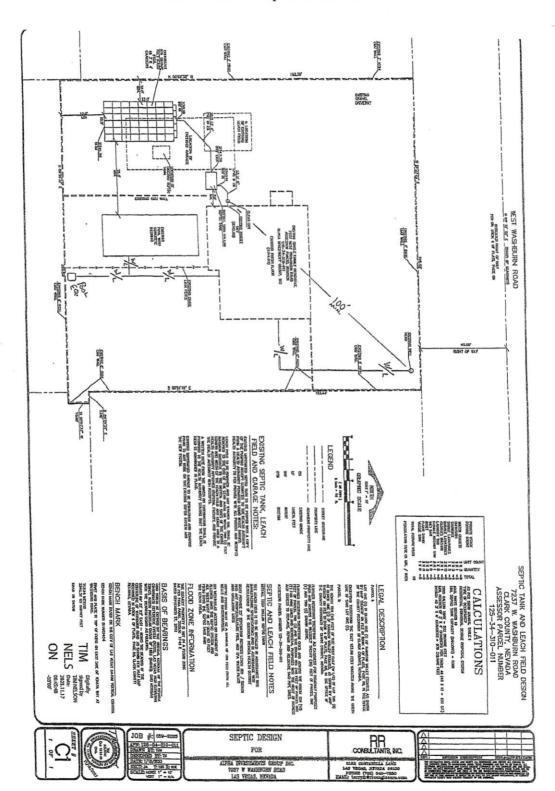


NV-CT-FWNV-02810.426032-15822000748

## Attachment E: Recorded Deed for 7237 W. Washburn Rd. (Page 4 of 4)

<ol> <li>Assessor's Parcel Number(s)</li> </ol>	
a. 125-34-310-011	
b	
С.	
d	
2. Type of Property:	
a. U Vacant Land b. E Single Fam. Res.	FOR RECORDERS OPTIONAL USE ONLY
c. Condo/Twnhse d. 2-4 Plex	BookPage:
e. Apt. Bldg f. Comm'l/Ind'l	Date of Recording:
g. 🗆 Agricultural h. 🗆 Mobile Home	Notes:
☐ Other	
a. Total Value/Sales Price of Property	\$ 521,000.00
b. Deed in Lieu of Forcelosure Only (value of proper	rty) (. )
c. Transfer Tax Value:	\$ 521,000.00
d. Real Property Transfer Tax Due	\$ 2,657.10
If Exemption Claimed:	
a. Transfer Tax Exemption per NRS 375.090, Section	n NONE
b. Explain Reason for Exemption:	
nd NRS 375.110, that the information provided is correct	ty of perjury, pursuant to NRS 375.060
nd NRS 375.110, that the information provided is correct nd can be supported by documentation if called upon to s urthermore, the parties agree that disallowance of any cla dditional tax due, may result in a penalty of 10% of the ta	to the best of their information and belief, substantiate the information provided herein, simed exemption, or other determination of ux due plus interest at 1% per month. Pursuant
nd NRS 375.110, that the information provided is correct nd can be supported by documentation if called upon to s urthermore, the parties agree that disallowance of any cla dditional tax due, may result in a penalty of 10% of the ta	to the best of their information and belief, substantiate the information provided herein, simed exemption, or other determination of ux due plus interest at 1% per month. Pursuant
nd NRS 375.110, that the information provided is correct and can be supported by documentation if called upon to surthermore, the parties agree that disallowance of any cladditional tax due, may result in a penalty of 10% of the tay NRS 375.030, the Buyer and Seller shall be jointly and	to the best of their information and belief, substantiate the information provided herein. aimed exemption, or other determination of ax due plus interest at 1% per month. Pursuant severally liable for any additional amount owed.
nd NRS 375.110, that the information provided is correct and can be supported by documentation if called upon to surthermore, the parties agree that disallowance of any cladditional tax due, may result in a penalty of 10% of the tay NRS 375.030, the Buyer and Seller shall be jointly and	to the best of their information and belief, substantiate the information provided herein. aimed exemption, or other determination of ax due plus interest at 1% per month. Pursuant severally liable for any additional amount owed.
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nd NRS 375.110, that the information provided is correct and can be supported by documentation if called upon to surthermore, the parties agree that disallowance of any cladiditional tax due, may result in a penalty of 10% of the tax NRS 375.030, the Buyer and Seller shall be jointly and signature  ELLER (GRANTOR) INFORMATION (REQUIRED)	to the best of their information and belief, substantiate the information provided herein. simed exemption, or other determination of ax due plus interest at 1% per month. Pursuant severally liable for any additional amount owed.  Capacity: Grantor  Capacity: Grantee  BUYER (GRANTEE) INFORMATION (REQUIRED)  Alpha Investment Group, Inc., a Print Name: Nevada Corporation
nd NRS 375.110, that the information provided is correct and can be supported by documentation if called upon to surthermore, the parties agree that disallowance of any cladiditional tax due, may result in a penalty of 10% of the table NRS 375.030, the Buyer and Seller shall be jointly and ignature  ELLER (GRANTOR) INFORMATION (REQUIRED)  That Name: Kenneth Zemp and Maria Zemp ddress: 3708 Lighthouse Ave	to the best of their information and belief, substantiate the information provided herein. Aimed exemption, or other determination of it is due plus interest at 1% per month. Pursuant severally liable for any additional amount owed.  Capacity: Grantor  Capacity: Grantee  BUYER (GRANTEE) INFORMATION (REQUIRED)  Alpha Investment Group. Inc., a Print Name: Nevada Corporation  Address: 1120 N Town Center Dr, 220
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nd NRS 375.110, that the information provided is correct not not not not not not not not not no	to the best of their information and belief, substantiate the information provided herein. simed exemption, or other determination of ax due plus interest at 1% per month. Pursuant severally liable for any additional amount owed.  Capacity: Grantor  Capacity: Grantee  BUYER (GRANTEE) INFORMATION (REQUIRED)  Alpha Investment Group, Inc., a Print Name: Nevada Corporation  Address: 1120 N Town Center Dr, 220  City: Las Vegas  State: NV Zip: 89144  (Required if not seller or buyer)
nd NRS 375.110, that the information provided is correct mid can be supported by documentation if called upon to surthermore, the parties agree that disallowance of any cladiditional tax due, may result in a penalty of 10% of the tax on NRS 375.030, the Buyer and Seller shall be jointly and ignature  ELLER (GRANTOR) INFORMATION (REQUIRED)  rint Name: Kenneth Zemp and Maria Zemp ddress: 3708 Lighthouse Ave ity: Las Vegas tate: NV Zip: 89110  COMPANY/PERSON REQUESTING RECORDING (rint Name: Chicago Title of Nevada, Inc.	to the best of their information and belief, substantiate the information provided herein. A simed exemption, or other determination of ax due plus interest at 1% per month. Pursuant severally liable for any additional amount owed.  Capacity: Grantor  Capacity: Grantee  BUYER (GRANTEE) INFORMATION (REQUIRED)  Alpha Investment Group, Inc., a Print Name: Nevada Corporation  Address: 1120 N Town Center Dr, 220  City: Las Vegas  State: NV Zip: 89144
and NRS 375.110, that the information provided is correct and can be supported by documentation if called upon to surthermore, the parties agree that disallowance of any classificational tax due, may result in a penalty of 10% of the tax NRS 375.030, the Buyer and Seller shall be jointly and ignature    Seller Selle	to the best of their information and belief, substantiate the information provided herein. simed exemption, or other determination of ax due plus interest at 1% per month. Pursuant severally liable for any additional amount owed.  Capacity: Grantor  Capacity: Grantee  BUYER (GRANTEE) INFORMATION (REQUIRED)  Alpha Investment Group, Inc., a Print Name: Nevada Corporation  Address: 1120 N Town Center Dr, 220  City: Las Vegas  State: NV Zip: 89144  (Required if not seller or buyer)

Attachment F: Proposed ISDS Plan



Variance Request for 7237 W. Washburn Rd. Page 15 February 22, 2024

### Attachment G: Email from the City of Las Vegas



Debbie Gaudet <hardin.sons@gmail.com>

### 7237 W Washburn Rd Parcel 125-34-310-011

Tue, Nov 21, 2023 at 1:31 PM Tim Parks <tparks@lasvegasnevada.gov> To: Hardin & Sons <a href="mailto:Aradin.sons@gmail.com">hardin & Aradin & Aradin.sons@gmail.com</a>

Nearest available sewer appears to be approximately 2,900 to the south at the intersection of Lone Mountain Rd and Tenaya Wy.

Regards,

### Tim Parks, P.E.

Engineering Program Manager

Department of Public Works | City Engineer Division

702-229-2178

495 S. Main St | Las Vegas, NV 89101



lasvegasnevada.gov



From: Hardin & Sons <hardin.sons@gmail.com> Sent: Tuesday, November 21, 2023 10:06 AM To: Dominic Panaligan <dpanaligan@LasVegasNevada.GOV> Cc: Tim Parks <tparks@LasVegasNevada.GOV> Subject: 7237 W Washburn Rd Parcel 125-34-310-011

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

[Quoted text hidden]

## Attachment H: Well Driller's Report (Well Log #35355)

WHITE-DIVISION OF WATER RESOU CANARY-CLIENT'S COPY PINK-WELL DRILLER'S COPY	RCES		SION O		ER RESOURCES	Log No. 35	35.8
PRINT OR TYPE ONLY		WI	ELL DI	RILLEI lete this fo	R'S REPORT O	Basin.Q.1.3  NOTICE OF IN	TENT NO. 8868
I. OWNER Bill King					ADDRESS AT WELL LOCA	ATION	
MAILING ADDRESS 7237 Wa	shburr	1			Same		
las Vec	IRS. NV	891	29	1	.0 60		ark comm
2. LOCATION NE 1/4							County
PERMIT NO	ources		Parcel No.		Sc	abdivision Name	
3. TYPE OF WOR	K		4.		PROPOSED USE		5. TYPE WELL
	condition		Dome	estic 🛭	Irrigation	Test 🗆	Cable  Rotary  Rotary
Deepen 🖾 Ott	er		Muni	cipal 🗆	Industrial	Stock	Other 🗆
6. LITHOL	OGIC LC	G			8. WEL	L CONSTRUCT	ION pth. 505 feet
Material	Water Strata	From	То	Thick- ness	Diatticter		r
Top drilled previously					i		
Fill		205	245	40	Casing record		
Gravel		245	315	70	Weight per foot		
Clay	-	315	325	20	Diameter	From 205 God	500 To 支援 502 feet
Sandy clay, some grave Clay	<del> </del>	325	345	5	inches		
Gravel		350	385	35	inches		feet
Large gravel		385	405	20	inches	feet	
Gravel, cem. gravel		405	425	20	inches		feet
Sand, gravel, fine san	d d	425	505	50	Surface seal: Yes	feet	
Sand & gravel	-	445	505	- 00	Depth of seal		fect
	-	<b> </b>	-		Gravel packed: Yes		
Set all					Gravel packed from	feet	tofeet
0,0			-				
7.00	1	-	-	-	Perforations:	dill slots	
2 2 4	1	-	+	1	Size perforation	1/8 x 2 6	rows
18 00	7	-	1		From 260	feet to	300 feet
12 St. 15	7				From. 360	feet to	420 feet
10 60					From		
	-	-			From.		
	-		-		1-tom	Icet to	
					9.	WATER LEVE	
					Static water level	184	feet below land surfac
	1				Water temperature	°F Ouality	
Date started	March	1 4, 1	991	19			
Date started			991			LER'S CERTIFIC	
					This well was drilled und best of my knowledge.	er my supervision	and the report is true to th
7. WELL	TEST DA	ATA			Name THOMPSON	DRILLING CO	., INC.
Pump RPM G.P.M.	Dra	w Down	After Hoo	urs Pump	4185 W. Ha Address Las Yegas	rmon Contractor	
					1	Contracto	IT .
					Nevada contractor's licer issued by the State Cor		4286A /
					Nevada contractor's drill	er's number	
					issued by the Division	of Water Resource	. 110
BAI	LER TES	Т			Nevada driller's license i Division of Wager Ross	number issued by	the driller 1567
G.P.M	Draw down	n	feet	hours	Signed . Kucha	und Kil	Empsen
G.P.M.	Draw down	n	foct fcet	hours	By driller p	erforming actual drill	ing op site or contractor

Variance Request for 7237 W. Washburn Rd. Page 17 February 22, 2024

Attachment I: Water Quality Test Results for Well Log #35355



LABORATORY REPORT

Client:

Hardin & Sons Inc.

201 W. Cheyenne Ave

N. Las Vegas, NV, 89030

Attention: Cory Cahoon

Project Name-Location Multi

Sampled By: D. Martin

Relinquished By D. Martin

Authorized By: D. Martin

Sample No. 2340624

Date: 01/30/24

BSDW/SDWA Compliance

CWA/NDEP/SNHD/Other Compliance✓

Not for Compliance

Date: 01/26/24

Date: 01/26/24

NV EPA Cert NV00018

### ANALYTICAL RESULTS

ab I.D.	Parameter	Method	Source/Client ID	Sampled(Hrs.)	Date Analyzed	Result	State Limit
	11.00	SM 9221 E.	Well Head	1130	01/26/24	Absent*	N/A
	Nitrate as N, mg/L	SM 4500-NO3- E.	Well Head	1130	01/27/24	9.0	N/A
	Total Coliform/E. Coli, P/A	IDEXX Colilert	Well Head	1130	01/26/24	Absent/Absent	Absent
					*		
			i		*** O.		
					\$10		

\* MPN (cfu/100mL) <1.1

This report is not valid without seal WITHOUT

Reviewed By:

Approved By

Page 1 of 1

Xavier Suarez// Laboratory Director

Variance Request for 7237 W. Washburn Rd. Page 18 February 22, 2024

Attachment J: Public Notice



### PUBLIC NOTICE

The Southern Nevada District Board of Health will conduct a PUBLIC HEARING on Thursday, February 22, 2024 at 9:00 AM during its regular monthly meeting in the Red Rock Conference Room at the Southern Nevada Health District at 280 S. Decatur Blvd., Las Vegas, Nevada, to approve or deny a variance request filed by Alpha Investment Group ("Petitioner"), to permit and install a new individual sewage disposal system on the property located at 7237 W. Washburn Rd., Las Vegas, NV 89149, APN 125-34-310-011.

The variance request is made to allow the Petitioner to permit the installation of a conventional septic system not in accordance with the Southern Nevada District Board of Health Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management. The variance will allow the Petitioner to install a septic system on an undersized lot.

All interested persons may appear at the hearing and state their positions. All written and oral submissions will be considered by the Southern Nevada District Board of Health. Written comments must be forwarded by February 21, 2024 to:

Daniel Isler, P.E., REHS Environmental Health Engineer/Supervisor Southern Nevada Health District P.O. Box 3902 Las Vegas, Nevada 89127 isler@snhd.org

The variance application is available for review at the Southern Nevada Health District, 280 S Decatur Blvd, Las Vegas, Nevada 89107. Please contact Daniel Isler at (702) 759-0660 to schedule an appointment to review the application during the normal business hours of 8:00 AM to 4:30 PM.

\_\_\_\_\_\_ - S - \_\_\_\_\_ Chris Saxton, MPH-EH, REHS Environmental Health Director

February 6, 2024 Date



DATE: February 22, 2024

TO: Southern Nevada District Board of Health Members

FROM: Fermin Leguen, MD, MPH, District Health Officer

**SUBJECT: District Health Officer Report** 

#### **Overdose and Substance Use Update**

Between 2020 and 2023 the Southern Nevada Health District reported the number of overdose deaths among Clark County residents involving the concurrent use of fentanyl with methamphetamine or cocaine increased 97%, rising from 73 deaths to 144 deaths, respectively. For people who do not use opioids regularly, using stimulants that are adulterated with fentanyl places them at a higher risk of overdose.

Nationally, drug overdose death rates involving fentanyl increased by 279% from 2016 to 2021. Approximately 108,000 people died between August 2021 and August 2022 from drug poisonings, and nearly 70% of those deaths involved synthetic opioids like fentanyl. The rate of overdose deaths involving synthetic opioids in 2021 was nearly 22 times the rate in 2013.

Based on this data, in January the Health District urged heightened public awareness of the health dangers related to the mixture of stimulants with highly potent synthetic opioids like fentanyl.

Fentanyl, a substance that is up to 50 times stronger than heroin and 100 times stronger than morphine, poses a significant threat. Fentanyl test strips allow people to test drugs for traces of fentanyl, which can be deadly even in small amounts. The Health District provides test strips without a prescription at 280 S. Decatur Blvd., Las Vegas, NV 89107, or at a distribution location which can be found at https://nvopioidresponse.org/harm-reduction/fts/fts-finder/.

Naloxone (Narcan) is a life-saving medication that can reverse an overdose from opioids, including heroin and fentanyl, when given in time. Naloxone should be given in response to any suspected overdose as a means of reversing any possible opioid effects. It's also important to call 911 for additional medical treatment. The U.S. Department of Health and Human Services provides information on responding to an opioid overdose at How to Respond to an Opioid Overdose | HHS.gov.

Nasal naloxone is available at no cost to the public at the Health District's pharmacy at 280 S. Decatur Blvd., Las Vegas, NV 89107. Injectable naloxone can be obtained free of charge at the Trac-B/Impact Exchange Harm Reduction Program's storefront and at the seven public health vending machines operated in Clark County. The locations of these machines are available at Impact Exchange Vending Machines – Harm Reduction Center Las Vegas (harmreductioncenterly.com). The statewide naloxone medication finder is available at https://nvopioidresponse.org/harm-reduction/overdose-reversal-medication/finder/.

To learn more about fentanyl, visit the CDC website at Fentanyl | Opioids | CDC. People who are using substances, or their loved ones, can obtain information about crisis support and resources by calling the 988 Suicide and Crisis Hotline or by visiting https://behavioralhealthnv.org/.

#### **Tuberculosis Investigation Update**

In December, the Southern Nevada Health District announced it was conducting a multi-site tuberculosis investigation in coordination with the Clark County School District. The investigation involves a person who had undiagnosed active TB disease and was at multiple school district campuses. Based on the Health District's investigation, the patient had minimal close contact with people at most of the campuses where they were present. However, students and staff at Ruthe Deskin Elementary School were identified as having potential TB exposure. Notifications were conducted for all individuals identified as close contacts of the patient and screening and testing clinics were held.

To date, more than 550 students and staff members have been tested for TB infection. No additional active cases of TB infection have been reported. If an individual receives a positive screening test, they undergo further clinical evaluation to determine if they have latent tuberculosis.

The Health District continues to emphasize that not everyone who may have been exposed will be infected and not everyone who is infected with TB has active disease. People who have latent TB infection have no signs or symptoms of the disease. They are not sick and cannot spread the disease to others.

The Southern Nevada Health District remains committed to conducting immediate and thorough investigations of all known active TB cases as they are reported, with the goal of identifying individuals at risk of exposure. The Health District offers treatment for those people who are exposed and found to have a TB infection to prevent the development of active TB disease and avoid future exposures to TB cases in the community.

More information about TB is available on the CDC website at <a href="www.cdc.gov/tb/default.htm">www.cdc.gov/tb/default.htm</a>. People who received notifications and have additional questions about the Health District investigation can call its Information Line at (702) 759-INFO (4636) or (866) 767-5038, Monday through Friday, from 8 a.m. to 4:30 p.m.

#### Influenza Season

Influenza surveillance in Clark County includes data collected from local acute care hospitals and other health care providers. In Clark County, as of January 27, 2024, there have been 827 influenza-associated hospitalizations and 55 deaths reported. The percentage of emergency department visits and urgent care clinic visits for influenza-like illness (ILI) decreased from 6.6% in week 3 to 5.7% in week 4. Influenza A has been the dominant type circulating. Of the patients reported through the U.S. Outpatient Influenza-like Illness Surveillance Network (ILINet), 4.3% were due to respiratory illness that included ILI. This percentage was above the national baseline of 2.9%. Among 55 states and jurisdictions, the respiratory illness activity level in the state of Nevada is moderate.

In keeping with CDC guidelines, the Health District strongly recommends everyone 6 months of age and older get the vaccine. It is especially important for those at higher risk of developing serious complications from the flu, including people 65 years of age and older, as well as those with

underlying medical conditions. It is also important to protect people more likely to be exposed to both flu and COVID-19, including health care workers.

Flu surveillance in Clark County for the 2023-2024 influenza season begins October 1 and runs through May 18. The weekly Influenza Surveillance Snapshot and Influenza Report by Age Group is available on SNHD's website.

#### Black HIV/AIDS Awareness Day

National Black HIV/AIDS Awareness Day was observed on February 7, and the Health District joined with community partners to provide additional health services to the community. National Black HIV/AIDS Awareness Day highlights efforts to reduce HIV as well as other sexually transmitted infections and address HIV stigma in Black/African American communities.

Activities, presented by the Southern Nevada Healthcare Consortium, took place at Mario's Westside Market, 1425 W. Lake Mead Blvd., Las Vegas, NV 89106. The AIDS Healthcare Foundation offered free HIV testing, while the Health District provided syphilis testing, safe sex kits and education about pre- and post-exposure prophylaxis (PrEP, PEP). Additionally, the Health District provided blood pressure screenings, smoking/vaping cessation information and vaccinations for mpox, COVID-19 and flu. The event also included food, a vendor health fair and free entertainment.

Free HIV testing was also available at additional Health District locations:

- Southern Nevada Health District Main Public Health Center, 280 S. Decatur Blvd., Las Vegas, NV 89107, Monday Thursday, 8 a.m. 5:30 p.m. (closed noon 1 p.m.)
- All Saints Sexual Health Clinic, 4201 W. Washington Ave., Las Vegas, NV 89107, Monday Thursday, 8 a.m. – 4 p.m. (closed noon – 1 p.m.)

Free HIV testing was offered at the Fremont Public Health Center, 2830 E. Fremont St., Las Vegas, NV 89104 on February 7 from 8 a.m. -5 p.m., and is available at this location every Tuesday from 8 a.m. -6 p.m.

In addition, free at-home HIV test kits are available through the Health District's <u>Collect2Protect</u> program.

The Health District and the Centers for Disease Control and Prevention (CDC) recommend all people between the ages of 13 and 64 get tested for HIV at least once. People who have continued risk of HIV infection should consider getting an HIV test at least once every year and as frequently as every three months for those at higher risk. Early diagnosis is critical for people with HIV so that they can benefit from antiretroviral therapy (ART). ART decreases HIV-related illnesses, reduces HIV levels in the bloodstream, and lowers the risk of transmitting HIV to intimate partners. With ART, HIV-positive people can remain healthy for many years.

Black/African American people accounted for 40% of the nation's 34,800 new HIV diagnoses in 2019 but made up only 13% of the U.S. population. Approximately 13% of Black people with HIV in the U.S. still do not know their status, and few are receiving adequate HIV care and treatment. In addition, PrEP use is lowest and least prescribed among Black people as compared to white, Hispanic and Latino people.

Issues such as racism, discrimination, and medical distrust prevent many Black people from accessing HIV testing, prevention and treatment.

For more information on National Black HIV/AIDS Awareness Day, visit National Black HIV/AIDS Awareness Day | Awareness Days | Resource Library | HIV/AIDS | CDC.

#### **American Heart Month**

February is American Heart Month, and the Health District and community partners offered free programs and classes that aim to help people reduce their risk factors for heart disease.

The Health District encouraged people to take steps to assess their heart health such as knowing their blood pressure numbers throughout the month, emphasizing heart disease is the leading cause of death in the United States, but knowing their numbers and taking small steps to incorporate healthier habits into their daily lives are important to prevent cardiovascular disease.

The following heart healthy classes and resources were available to the public throughout the month:

#### **Free Self-Monitoring Blood Pressure Program**

Keeping blood pressure in check is essential for people with hypertension and lowers the risk for stroke or heart disease. Offered in partnership with YMCA of Southern Nevada, the Healthy Hearts Ambassador Program provides personalized support to help people with hypertension develop a blood pressure self-monitoring routine. The program also offers nutrition education and tips to maintain cardiovascular health. Classes are free and begin February 26, at the Durango YMCA, 3521 N. Durango Dr., Las Vegas 89129. The program is available in English and Spanish. For more information, or to register, call (702) 832-4901 or email <a href="mailto:lacosta@lasvegasymca.org">lacosta@lasvegasymca.org</a> or <a href="mailto:jimenez@lasvegasymca.org">jimenez@lasvegasymca.org</a>.

#### **Blood Pressure Screening Events**

Free blood pressure checks, administered by the Health District, were available at the following locations:

• Friday, February 2:

The Beautiful Studio, 1 – 3 p.m., at the Go Red for Women Event, 3950 N. Tenaya Way, # 120, Las Vegas, NV 89129

• Saturday, February 3:

Executive Cuts, 10 a.m.-noon, 921 W. Owens Ave., Las Vegas, NV 89106

Friday, February 16:

Master Barbering Galo, 3 – 5 p.m., 8090 Blue Diamond Rd., Las Vegas, NV 89178

• Friday, February 23:

Fade'em All Barbershop, 3 – 5 p.m., 7760 W. Sahara Ave., Las Vegas, NV 89117

• Saturday, February 24:

Blade Masters Barbershop, 10 a.m. – noon, 2245 N. Decatur Blvd., Las Vegas, NV 89108 For dates and locations of future blood pressure screenings, visit Community Calendar – Get Healthy Clark County.

Additionally, the Health District partners with the Barbershop Health Outreach Project to provide permanent, self-administered blood pressure monitoring stations at the following businesses:

- Executive Cuts, 921 W. Owens Ave., Las Vegas, NV 89106
- Blade Masters Barbershop, 2245 N. Decatur Blvd., Las Vegas, NV 89108

Customers and non-customers alike can stop by these locations and get a free blood pressure check as well as educational materials. Hours are 9 a.m. – 5 p.m. Tuesday through Saturday.

#### **Heart Health Trivia Contest**

The Health District sponsored a heart health trivia contest during February. People were invited to follow Get Healthy Clark County on social media and enter the contest for a chance to win a Target gift card.

To learn more about heart attack and stroke, visit <a href="https://gethealthyclarkcounty.org/manage-your-risk/heart-disease/#million-hearts">https://gethealthyclarkcounty.org/manage-your-risk/heart-disease/#million-hearts</a>.

#### **Community Meetings**

#### Week ending 01/28:

#### Monthly:

- Participated in the individual Southern Nevada District Board of Health Agenda Review meeting with Councilwoman Brune, Councilwoman Gallo, Mayor Pro Tem Knudsen, Mayor Pro Tem Black, Councilman Seebock, Scott Nielson, Mayor Hardy, and Bobbette Bond
- Participated in the Southern Nevada District Board of Health meeting

#### Annually:

• Participated in the District Health Officer Annual Review Committee meeting

#### Week ending 01/21:

#### Monthly:

- Participated in the Southern Nevada Community Health Center Governing Board meeting
- Participated in the Clark County Medical Society Board of Trustees meeting
- Participated in the individual Southern Nevada District Board of Health Agenda Review meeting with Commissioner Kirkpatrick

#### **Quarterly:**

Attended the Regional Trauma Advisory Board (RTAB) meeting

#### Ad-hoc Meetings:

 Attended a meeting with Councilwoman Patti Gallo and Mayor Al Litman while visiting the Mesquite location

#### Week ending 01/14:

#### **Quarterly:**

- Attended the Public Health Advisory Board meeting
- Attended the Southern Nevada Community Health Center Quality, Credentialing and Risk Management Committee meeting

#### Media/Interviews/Panelist/Presenter/Events:

 Participated in a Nevada Health Care Roundtable on Tackling Challenges and Advancing Access to Health Care facilitated by the Nevada Health Link

#### Week ending 01/07:

N/A

### 340B PROGRAM OVERVIEW

Todd Bleak
Manager of Pharmacy Services

### **OBJECTIVES**

- Intent & Requirements
- Stakeholders
- Impact
- Challenges
- Outlook

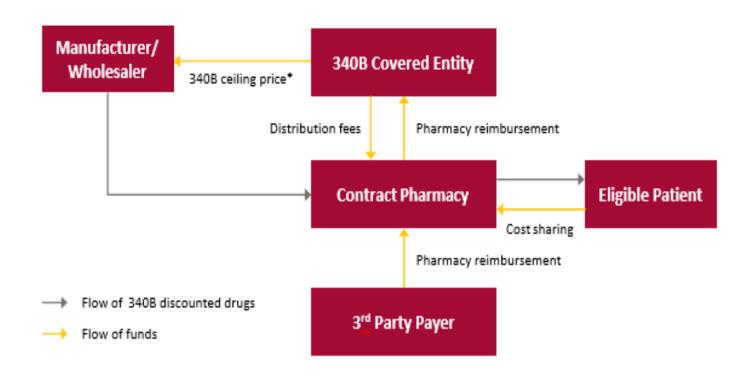
### INTENT & REQUIREMENTS

- Intent: "to stretch scarce Federal resources as far as possible, reaching more eligible patients and providing more comprehensive services."
- Requires drug manufacturers that participate in Medicaid programs to offer certain outpatient drugs to "covered entities" at discounted prices
- Establishes a ceiling price based on a statutory formula
- Prices propriety (20-50% off retail)
- Covered entities compliance (i.e., patient, provider, payer)

### **STAKEHOLDERS**

- Covered Entities (CE)
  - DSH government & non-profit contract hospitals
  - Children's, Free-standing Cancer, Sole Community, Rural Referral Centers
  - FQHCs & look-alikes
  - Federal grantees (e.g., TB clinics, Ryan White, Title X, STD clinics, Black Lung clinics, ADAP programs)
- Drug Manufacturers
- HRSA
- Prime Vendor Program Apexus
- Contract Pharmacies

### 340B FLOW OF FUNDS/DRUGS

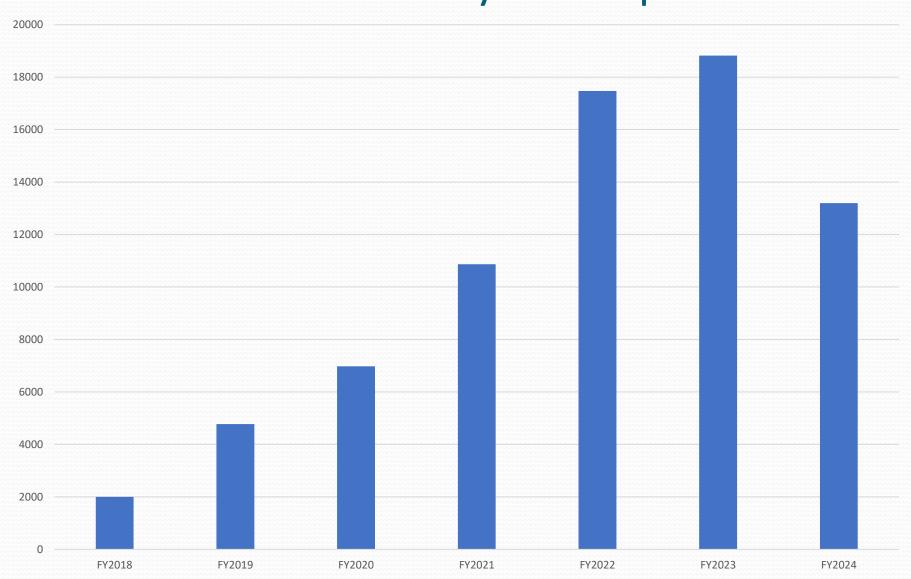


Notes: Adapted from Drug Channels Institute. Flow of funds has been simplified to capture the primary elements of the 340B flow of funds. A more detailed version is available from the Drug Channels Institute: https://www.drugchannels.net/2019/08/heres-how-pbms-and-specialty-pharmacies.html. \*The 340B ceiling price is the maximum a covered entity should pay for 340B discounted drugs, but covered entities can negotiate prices below the ceiling price.

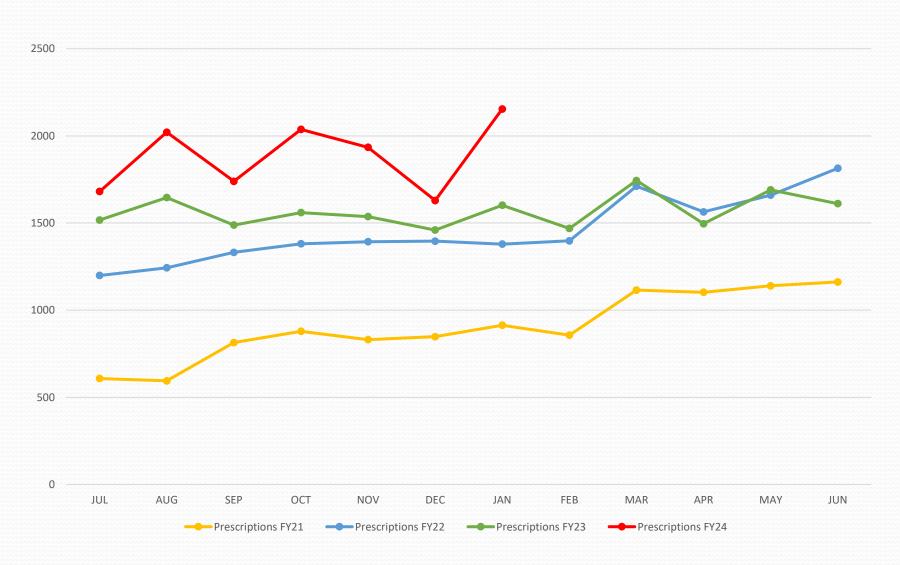
### **GROWTH & IMPACT**

- 340B sales \$44B in FY2021 7.2% of U.S. drug market
- 23.8% annual increase 2015-2021
- 75% FY2021 purchases by DSH
- 90%+ FY2023-24 purchase SNHD

### **SNCHC Pharmacy Prescriptions**



#### SNCHC PHARMACY VOLUME FY2021-FY2024



### **CHALLENGES**

- Vague legislative language and lack of change
- Limited oversight, regulatory authority by HRSA
- Ongoing litigation
- Manufacturer restrictions on contract pharmacies
- Manufacturer assistance decreased reimbursements
- Payer discriminatory reimbursement
- Criticism of use of 340B income by CE

### SNCHC BENEFITS/CHALLENGES

- Benefits
  - SNHC pharmacies
  - Low-cost medications
  - Savings reinvestment
- Challenges
  - Potential legislative changes
  - Compliance burden
  - Shrinking margins

### **OUTLOOK & DIRECTION**

- Protect 340B Act
- 34oC proposed legislation
- NV Legislation: AB434 to prevent discriminatory reimbursement by PBMs and insurers signed into law June 2023.
- SNCHC growth



### Cyber Resilience at SNHD

Introduction to core concepts of cyber security including threat landscape, vulnerabilities, controls and best practices.

#### Cybersecurity and cyber resilience are related concepts but they focus on different aspects of protecting digital assets and systems:

**Cybersecurity** primarily focuses on preventing, detecting, and responding to threats and attacks on digital systems, networks, and data. It encompasses measures such as firewalls, antivirus software, encryption, access controls, and security policies. The main goal of cybersecurity is to reduce the risk of unauthorized access, data breaches, theft, and damage to digital assets.

**Cyber resilience** goes beyond just preventing and detecting cyber threats. It emphasizes the ability of an organization to withstand, adapt to, and quickly recover from cyber attacks or incidents. The goal of cyber resilience is to ensure that **when** a cyber attack occurs, the organization can continue to operate effectively and recover as quickly as possible with minimal disruption.



#### Current Threats



#### Ransomware attacks

Ransomware encrypts data and demands payment for decryption key. Driven by crypto currencies enabling anonymous payments.



#### Phishing attacks

Fraudulent emails designed to trick users to disclose credentials or install malware.

Education is key to prevention.



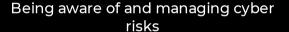
#### **Social Engineering**

Manipulation of individuals to gain unauthorized access to systems, data, or networks. These attacks exploit human psychology rather than technical vulnerabilities.

Cyber-attacks against government agencies and public sector services are up 40% in the second quarter of 2023 compared to the first.

#### SNHD Cyber Resilience Strategy





Identify, Protect, and Monitor all aspects of IT infrastructure and applications.



#### Building resilience into systems and operations

Design systems and operations with security in mind as well as improve our ability to recover from attacks.



#### Improving incident response plan

Update our response plan to respond quickly and effectively to any cyberattacks, to restore services for employees and the public.

To accomplish this, we have deployed a robust portfolio of cybersecurity technologies and resiliency solutions.

#### Cyber Resilience Areas of Focus

Firewalls for traffic monitoring, content filtering and Internet security, VPN for remote access & site-to-site connectivity

Extended Detection and Response approach that integrates and correlates data from multiple security products and tools

Data-at-rest encryption, asset visibility and patch management, and mobile device management.

Multiple layers of email security, encrypt data at rest and in transit, data loss prevention and certificate management

Perimeter Security

Endpoint Security (XDR)

Endpoint Management Application and Data Security

Awareness Training

Identity & Access Management

**Security Operations** 

Cyber Resilience

Teach employees about various aspects of cybersecurity, including best practices, policies, and procedures to reduce the risk of cyber threats and protect sensitive information.

Manage user identities, authentication, authorization to control access to resources. Third party Managed Detection and Response provider, vulnerability management, traffic monitoring, file access auditing and anomaly detection Backup and Disaster Recovery systems, cyber threat hunting in backups, onsite and offsite backup replication, incident response plan, cyber insurance

#### 2024 Cyber Resilience Priorities



#### **Develop Resilience Committee**

Trained professionals from multiple disciplines that will evaluate cyber security concerns and provide recommendations



#### Improve Incident Response Plan

Conduct a vulnerability assessment with a third-party specialist, and implement recommendations



#### Focus on Cyber Hygiene

Adopting behaviors and habits throughout the District that promote the security, integrity, and confidentiality of digital assets and information.

We plan on strengthening our resilience and continuity of operations throughout the next few years beginning with the above priorities.

# Addressing Surveillance Data From Public Health Perspective



Ying Zhang, PhD, MPH Senior Scientist Brandon Delise, MPH Senior Epidemiologist

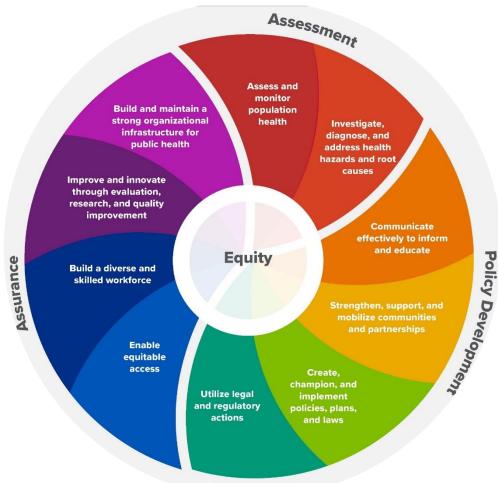
Division of Disease Surveillance & Control

February 22, 2024

### **Public Health Surveillance Data**

• Systematic collection, analysis, and interpretation of health-related data for the planning, implementation, and evaluation of public health practice.

- Importance
  - Monitoring and managing public health trends
  - Early detection of outbreaks
  - Assessing the impact of interventions
  - Guiding resource allocation
  - Informing public health policies
- Legal Basis
  - NRS 441A Infectious Diseases; Reporting Concerning Communicable Diseases, Overdoses and Attempted Suicides



### **Types of Surveillance Data**

- Notifiable Diseases Reporting
  - Mandatory reporting of specific diseases to public health authorities
  - Electronic Laboratory Records (ELR)
  - Electronic Case Reporting (eCR)
- Hospital Discharge Data
- Vital Records
  - Birth
  - Death
  - Stillbirth/fetal death
- Surveys
  - National: BRFSS, YRBS, NHANES
  - State: Adult Tobacco Survey, Health Status of Children Entering Kindergarten Survey
  - Local: Community Health Assessment Surveys

- Population
  - Census
  - American Community Survey
  - State Demographer
- Syndromic Surveillance / ESSENCE
- Other: Poison Control, RODS, EMS, National Weather Service

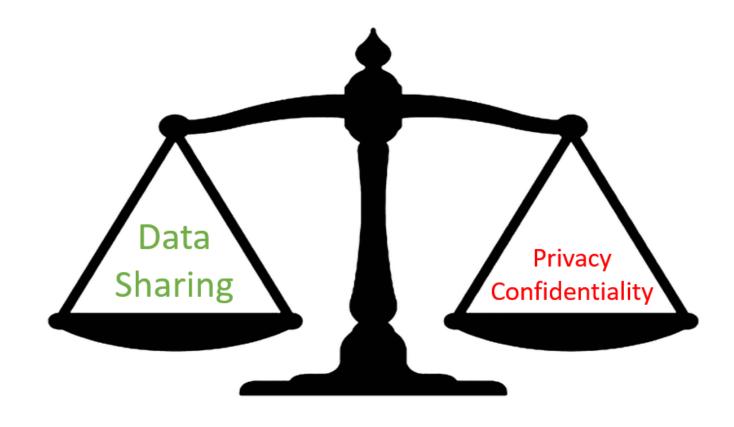


### Legal and Ethical Framework

- HIPAA
  - Safe harbor

• NRS 441A

- Ethical Considerations
  - Individual privacy rights
  - Using public health surveillance to protect the community





### Transparency and Accountability

- Transparent Practices
  - Open communication about surveillance methods, data collection, and use
- Data Sharing
  - Collaborating with relevant agencies and stakeholders
- Memorandums of Understanding (MOUs)
  - Formal agreements outlining data sharing and confidentiality protocols
- Audits
  - Regular audits to ensure compliance and identify areas for improvement.



### **Confidentiality Protection Measures**

- HIPAA Compliance
- Data Security Policy
  - Encryption and secure communication
  - Access controls
  - Secure data storage
- Regular Staff Training on Data Privacy Protocols
- Data Reporting
  - Aggregation
  - Suppression



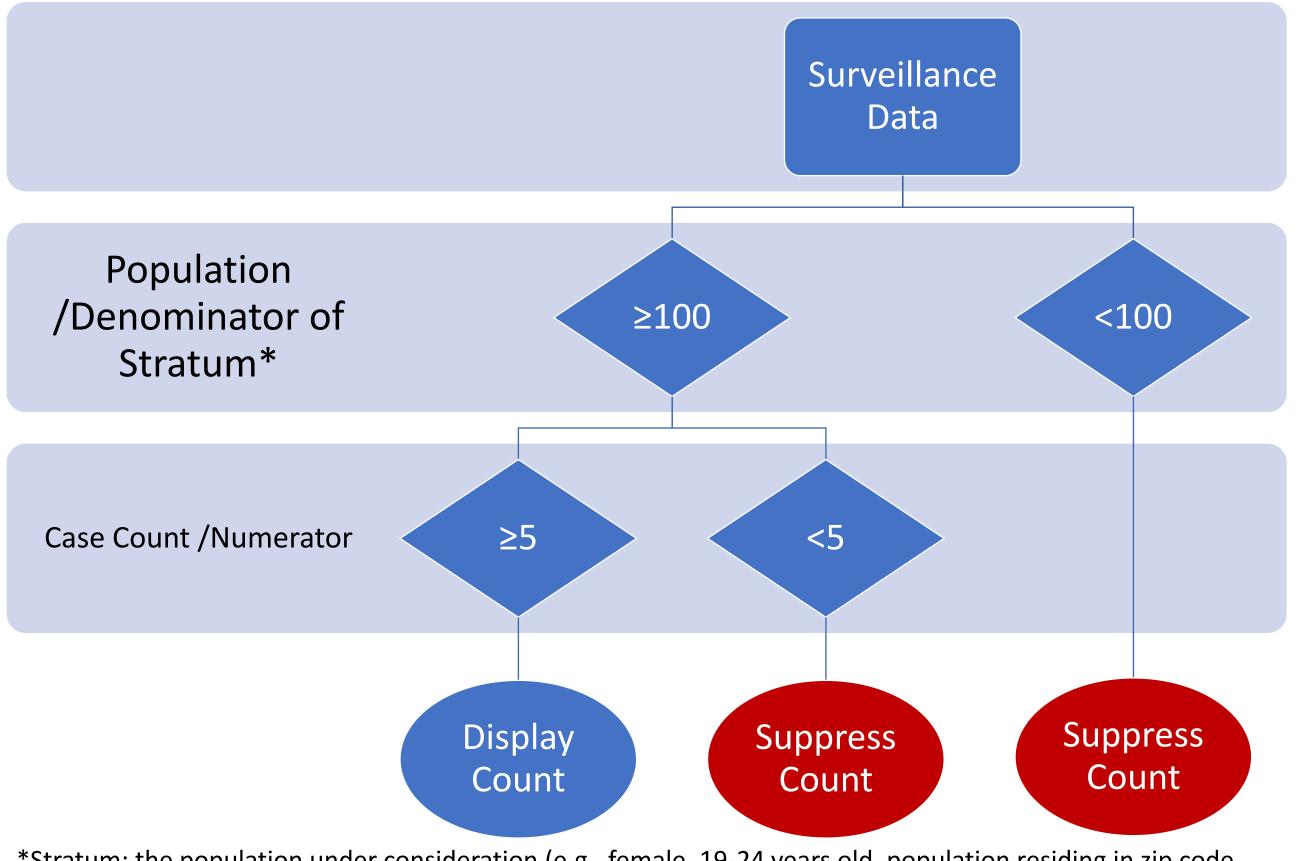
### **Data Suppression Policy**

- To safeguard Protected Health Information (PHI)
  - An important reason for using a threshold value for suppressing cells is to protect the confidentiality of Clark County residents by reducing or eliminating the risk of disclosing their identity. The cell suppression threshold value of 5 is more than sufficient to protect patient confidentiality.

- For Reliability
  - When the numbers of cases (or deaths) used to compute rates are small, those rates tend to have poor reliability.



### **Data Suppression Flow Chart**



<sup>\*</sup>Stratum: the population under consideration (e.g., female, 19-24 years old, population residing in zip code 89107, Clark County residents, etc.)



### **Data Suppression Policy**

When to Suppress Stratified Surveillance Data (Rates)		
Numerator	Less than 12	
Denominator	Less than 100	

When to Suppress Stratified Surveillance Data (Counts)		
Numerator	Less than 5	
Denominator	Less than 100	



### **Examples of the Data Suppression Policy**



# Count of Overdose Deaths Among Clark County Residents by Race/Ethnicity, 2020

White	120
Black	55
Asian/PI	3
Hispanic	46
Other	4

## Count of Overdose Deaths Among Clark County Residents by Race/Ethnicity, 2020

White	120
Black	55
Asian/PI	_
Hispanic	46
Other	_

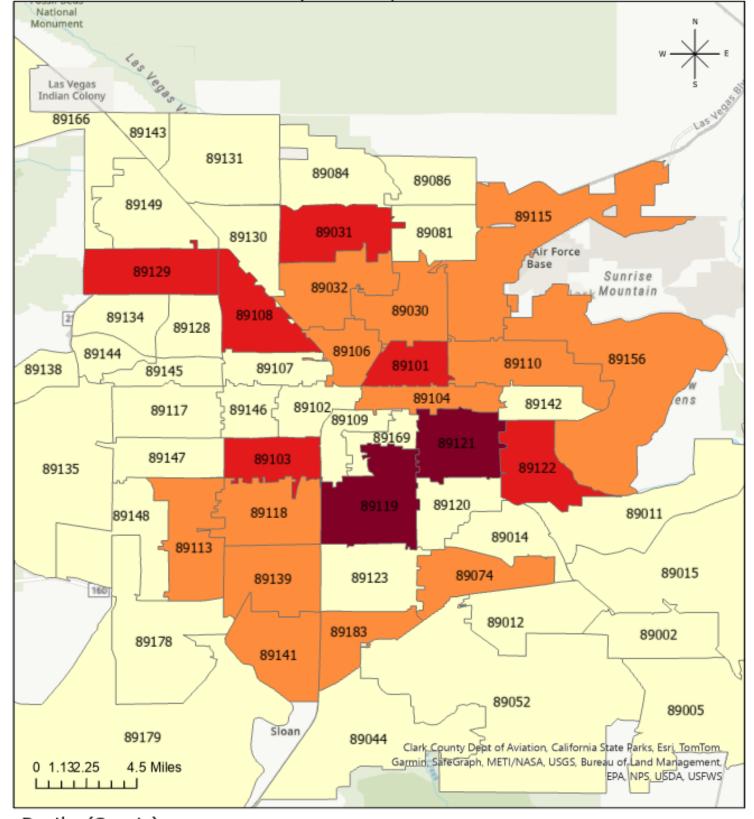
Note: The data in the above tables are dummy data and for illustrative purposes only.



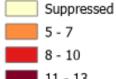
### Fentanyl Deaths by Resident ZIP Code, 2021

Data Source: SNHD's Electronic Death Registry System

Drug Overdose Deaths Involving Fentanyl Among Clark County Residents by ZIP Code, 2021



#### Deaths (Counts)





# Questions?

Ying Zhang: <a href="mailto:zhangy@snhd.org">zhangy@snhd.org</a>

Brandon Delise: delise@snhd.org

ComplianceSpecialist@snhd.org





Southern Nevada Health District
2024-2027 STRATEGIC PLAN



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# Letter from the District Health Officer

#### Dear Colleagues:

I am pleased to share the Southern Nevada Health District's Strategic Plan for 2024-2027. The past few years have been a challenging and tumultuous time for our community and agency. The purpose of this three-year plan is to provide guidance and operational support as we continue to transition our COVID-19 response actions into our routine public health activities, and while providing the same high level of essential services and programming to our diverse and dynamic community.

This strategic plan embodies priorities that position our staff and organization to respond to our evolving environment, emerging issues, and new opportunities more effectively through augmented training opportunities and resources. There is an overarching focus on enhancing both internal and external communication processes as a recognition of the importance of the flow of information to achieving our goals and the ultimate success of the plan.

As one of the largest local public health organizations in the United States, the Health District serves more than 2.3 million residents and more than 36 million visitors to Southern Nevada each year. We are an integral part of a unique community, and with the input of many of you, Board of Health members and key stakeholders, we have enhanced our Mission and Vision statements, as well as developed Values that are in alignment with the core principles and attributes we aspire to embody when representing an organization dedicated to protecting and promoting the health of the community we serve.

I look forward to working with each of you as we continue to assess and improve our services to improve the health and well-being of Southern Nevada residents and visitors.

Orinin 5

Fermin Leguen M.D., MPH District Health Officer

# Executive Summary

The Southern Nevada Health District (SNHD) contracted with Huron Consulting Group for services delivered between March and October of 2023 to facilitate the planning process ensuring meaningful and strategic goal definitions for 2024. Huron Consulting was formed in 2002, has over 1,000 employees, and counts strategic transformation and healthcare as two of its specialties. Huron's first steps included agreement on the scope of their work and obtaining alignment with SNHD leadership and members of the Board of Health.

The Huron team compiled details from more than 15 SNHD leaders and surveyed community partners for analysis of the competitive landscape, opportunities, and threats to the agency. Huron consultants met virtually, on three occasions, with District leadership to review expectations and review results from community surveys. The data provided perspective on strengths and expectations of community partners.

This evidence drove the facilitated discussion of the District Mission, Vision, and Values amongst stakeholders across the agency including managers of programs. Two working groups of District Leaders were formed to design and deliver proposals for revisions to the Mission, Vision, and Values that had been in place since 2016. The revised Mission and Vision were approved by SNHD leadership in October 2023. The values workgroup presented their proposed options and went back for an additional revision. The final proposal of values, represented by the CARES acronym, was approved later that same month.

Division and program leaders dedicated two half-day sessions held in October and November 2023 to discuss goals for programs, divisions, and the District as a whole. These goals were finalized in late December of the same year. These are the goals presented in this plan that will drive measured work across the District in 2024.

SNHD will institute a dashboard system, for the first time, to track progress of all 32 strategic goals. Each goal will be entered into the system with timelines and measured activities. SNHD leaders can view progress and direct questions to the right collaborators instantly. The dashboard system contains features to remind responsible parties to update their goals each quarter, or more often, automatically with a built-in escalation feature if they do not respond. Entering goal progress each quarter is low impact by design. Contributors can access the dashboard on their phone or computer and update the goals that they committed to in less than two minutes each. This combination of progress and accountability is an upgrade to the way that organizational performance is managed at SNHD. The ability to manage through tools like this dashboard is part of the new Performance Management/Quality Improvement Plan. The scope of this plan is dictated by PHAB (Public Health Accreditation Board) and will fulfill one of the requirements for SNHD reaccreditation in 2027.

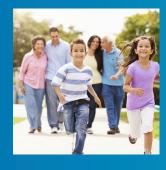
# **COMPONENTS OF THIS PLAN INCLUDE:**

- Updated mission, vision and values
- Goals and objectives for 2024
- How the plan will be operationalized and monitored
- Appendices and references

# Our Mission

To assess, protect and promote the health, environment and well-being of Southern Nevada communities and visitors





# Our Vision





# Healthy people thriving in a healthy Southern Nevada





# Our Values



**C.A.R.E.S.** are the guiding principles of how we act in performing our work and interacting with others that help us achieve our **MISSION** of assessing, protecting, and promoting the health, environment and well-being of Southern Nevada communities and visitors. Our unwavering commitment to C.A.R.E.S. supports our **VISION** of Healthy People Thriving in a Healthy Southern Nevada.





We are committed to providing quality service and collaborating with internal and external partners to **achieve mutual goals** and strengthen our community's health.

We carry out our responsibilities and report in a **transparent manner**. We strive to employ our capacities in a creative and agile way, embracing good leadership and stewardship principles to achieve long-term sustainability.









We recognize and appreciate the **dignity and worth of every person**, regardless of their background, traditions, talents, or skills. We build positive relationships that foster inclusion and belonging for all, ensuring access to services based on needs.

We pursue **quality and innovation** in everything we do, from our policies and systems to our services and interactions. We embrace the pursuit of excellence and a culture of improvement in our interactions with patients, partners, colleagues, and other stakeholders.







We strive to provide an **exceptional experience** for everyone through accessible, compassionate services to our patients, clients, co-workers, and communities.

# Summary of SWOT and Environmental Scan Results

The Southern Nevada Health District (SNHD) has a duty to the community to periodically ask for formal feedback on the services that are being delivered and gaps around those that could be delivered in the future.

SNHD contracted with Huron Consulting to organize the incoming information as well as facilitate surveys and conversations with community partners to gain the most useful information that can drive action by SNHD Administration. Both internal and external collaborators provided feedback on the SWOT (strengths, weaknesses, opportunities, threats) analysis and focused questions to define the competitive environment faced by the District.

The agency sought perspectives of collaborating partners, agencies and the public to collect their views on strategies, priorities, and competition to ensure that new strategies and objectives in this plan are as aligned with our community as possible. Leadership from every Division within SNHD and major programs also contributed their views on current and future needs in this stage of the process. The community survey was promoted on social media and the SNHD website generating 113 responses to the 16 questions survey. Feedback was received from these service-consumer groups in descending order of group-size: Immunizations (including COVID vaccinations), Vital Records, Other Services, Passport, Permits, Community Health Center and more.

Some feedback from the community included competitive advantage in the areas of funding, leadership, quality of staff, deep level of services, and being business friendly in regulation. Community surveys listed potential threats to the agency as staff turnover (loss of institutional knowledge), lack of resources, lack of marketing presence, and the ability to accept data from community partners and make it widely available. Opportunities noted by this group include working with multiple community partners, together, on single initiatives, continuity of goals, and connection to the unhoused population. One top service to offer in the future was programming for the elderly (group classes on diet and exercise, counseling/mental health for

homebound seniors). Behavioral health options also surfaced as a valuable opportunity for the community.

SNHD staff offered the following items as the most critical areas where the District excelled: culture, adaptability, diversity, service delivery, IT modernization, community and partner engagement. Staff offered these opportunities in their feedback: internal communications (+ across programs and divisions), working strategically, employee engagement, leadership skills, individual performance management, and succession planning.

#### **ADVANTAGES:**

funding; leadership; quality of staff; deep level of services; being business friendly in regulation; culture; adaptability; diversity; service delivery; IT modernization; community and partner engagement

#### **OPPORTUNITIES:**

working with multiple community partners; continuity of goals; connection to the unhoused population; programming for the elderly; behavioral health; internal communications; working strategically; employee engagement; leadership skills; individual performance management; succession planning

#### **THREATS:**

staff turnover (loss of institutional knowledge); lack of resources; lack of marketing presence; ability to accept data from community partners and make it widely available

# Strategic Priorities

There are **four areas of equal importance and focus** at the District Level:





- O PERFORMANCE MANAGEMENT AND QUALITY IMPROVEMENT
- O WORKFORCE DEVELOPMENT AND ENGAGEMENT
- LEADERSHIP DEVELOPMENT AND TRAINING
- O FINANCIAL SELF-SUFFICIENCY

# Strategic Priorities



#### THE PRIORITY AREA OF PERFORMANCE MANAGEMENT AND QUALITY IMPROVEMENT

is the mark of an effective health department. The term "evidence-based" is used 23 times across five of the ten domains of the PHAB reaccreditation standards and measures. The term is used in reference to interventions, programs, messaging, and practices. Applying rigor consistently to decisions made across SNHD will bring more consistency and lend itself to higher quality experience by external and internal stakeholders. The clinics are more versed in measuring quality because of the compliance-driven reporting, already in place, in that area. There is great value in this operating method that will help the rest of the programs at SNHD deliver high levels of value and impact in the community. The District-wide Dashboard system, coming online in the spring of 2024, will give better visibility to progress on goals and workplans while enabling data-driven decisions to be made in real-time.



#### THE WORKFORCE DEVELOPMENT AND ENGAGEMENT PRIORITY stems from the annual

engagement survey. February of 2024 will mark the second of five grant-funded employee surveys delivering measures of motivation, execution, ability to change, teamwork, trust, retention, productivity, customer focus, and future success. This is a third-party managed tool to maintain anonymity and grow trust. **SNHD leadership is making strides to improve the experience of one of the greatest assets: STAFF.** New programs and communication about little-known existing ones have been publicized since the results of the first OVS (Organizational Vital Signs) survey results were posted.



#### **INCREASING LEADERSHIP DEVELOPMENT AND TRAINING OPPORTUNITIES**

for managers, supervisors and potential leaders is a crucial part of supporting the workforce. The annual Organizational Vital Signs (OVS) survey will not improve the employee experience on its own. Improving metrics will come from evidence-based interventions to empower staff to give their best when working with patients, partners, colleagues, and other stakeholders. Leaders at every level can influence this behavior when they have the tools and direction. The HR team has committed to making measured improvements in the onboarding process for our new staff members. Getting a great start with support can help new staff be productive faster and also contribute to longer tenure when they feel like a part of the organization and valued.



#### THE PRIORITY OF INCREASING FINANCIAL SELF-SUFFICIENCY is recognized by internal

stakeholders and the community (based on their surveyed responses contributing to this plan). This demonstrates staff and community partner awareness of limitations to the work done based on grant funding. This can lead to fluctuations in staffing and, sometimes, changes to the level of service provided in our community. Seeking ways to increase the balance of steady funding over time can increase consistency and allow true growth in programs that the community needs and utilizes the most.

There are **five areas of measurable improvement** at the Division Level:





- ORGANIZATIONAL DEVELOPMENT AND SUSTAINABILITY
- O INCREASED FINANCIAL SELF-SUFFICIENCY
- O HEALTH PROGRAM ENHANCEMENT
- OCULABORATIONS AND PARTNERSHIPS
- O ADMINISTRATIVE IMPROVEMENTS

# Objective 1: Organizational Development and Sustainability







of performance data, such as quality measurement and processes, to increase the number of quality improvement projects and documented improvements from a monthly baseline by 25% on December 31, 2024, as measured by Divisional quality reports established March 1, 2024.

#### PRIMARY AND PREVENTATIVE CARE (PPC) will increase by 10% of

**baseline the number of quality improvement projects** across the division by December 31, 2024, as measured by Annual Quality Assurance PPC Divisional Report.

#### DISEASE SURVEILLANCE AND CONTROL (DSC) will increase use

of performance data, such as quality measurements and improvement processes, to support managers and staff for data-driven decisions by 50% from baseline by end of calendar year 2024 as measured by DSC Public Health Emergency Preparedness (PHEP) indicators and Disease Investigation and Intervention Specialist (DIIS) investigation indicators.

**COMMUNITY HEALTH (CH)** will strengthen the quality improvement program by developing a new CH Division-wide quality improvement plan by September 30, 2024.

#### THE HR SECTION OF THE ADMINISTRATION DIVISION will

increase satisfaction with the onboarding process from 66% to 79% in comparison of HR surveys 2023 vs 2024 and OVS 2023 vs 2024 no later than 3/31/24.

### Objective 1: Organizational Development and Sustainability







SNHD will increase the overall Organizational Vital Signs (OVS) survey score across all metrics from an average score of 921.9 to an average score of 925.9 as measured by the OVS survey in 2025.

**DSC** will increase average OVS score from 104 to 108 by 12/31/2024 with a focus on trust, change, retention, and customer focus.

**PPC** will increase average OVS score from 104 to 108 by 12/31/2024 with a focus on trust, change, retention, and customer focus.

**PPC** will increase "Trust" as reported in the OVS, from a score of 101.3 to 103 or above by 3/31/2024.

**PPC** will increase by 10% the number of opportunities for PPC divisional staff professional development opportunities by December 31, 2024, as measured by monthly reports of the number of opportunities provided.

**THE ADMINISTRATION DIVISION** will increase OVS participation by 16% compared to the 2/23 OVS Survey to the 3/24 OVS survey (from 34% to 50%).

**ENVIRONMENTAL HEALTH (EH)** will increase average OVS score from **101.1 to 103** by 12/31/2024 with a focus on trust, change, future success, and customer focus by December 31, 2024.

SNHD will increase staff development opportunities for managers, supervisors, leads and potential leaders from five (5) to ten (10) courses by the end of CY2025 as measured by courses offered.

#### THE HR SECTION OF THE ADMINISTRATION DIVISION

will increase awareness of existing training programs from 0 to 50% unique FTE base clicks by promoting training on the District-wide intranet by the end of calendar year 2024.

### Objective 2: Increased Financial Self-Sufficiency



SNHD and the Administration
Division will increase
transparency in General Fund
budgeting from projectionbased budget development to
specific justification-driven based
budgeting measured by a detailed
zero-based FY2025 budget.

**CH** will identify additional sustainable funding or increase the number of existing secure funding sources from zero to one for each program by end of fiscal year in 2024.

**THE SOUTHERN NEVADA COMMUNITY HEALTH CENTER** (SNCHC) will increase the number of Medicaid visits provided from 5,443 (FY23) to 5,876 by December 31, 2024, as measured by SNCHC's Pay Mix report.

#### THE FACILITIES SECTION OF THE ADMINISTRATION DIVISION

will decrease energy consumption by 5% by the end of calendar year 2024.

#### Objective 3: Health Program Enhancement



**DSC** will increase timelines of foodborne illness complaint response of Disease Surveillance and Control by 10% as measured by average time from FBI complaint to initiation of investigation for complaints that meet the threshold for investigation by end of calendar year 2024.

**SNCHC** will increase the number of unique patients served annually from 6,343 to 9,980 by December 31, 2024, as measured by the Health Resources & Services Administration (HRSA) Uniform Data System (UDS) report.

**SNCHC** will also increase the percentage of patients screened for depression and if positive, with a documented follow-up plan from 55.8% (CY22) to 67% by December 31, 2024, as measured by the HRSA UDS report.

# Objective 4: Collaborations and Partnerships



**ENVIRONMENTAL HEALTH (EH)** will increase planning meetings with jurisdictional partners to mitigate potential arboviral transmission from 0 to 4 by December 31, 2024.

will increase educational or informational outreach events about sidewalk vending in the community by 50% by December 31, 2024.

will increase by 50% the number of comprehensive reviews of existing environmental health regulations by December 31, 2024.

**DSC** will increase community involvement and organizations connected (from 10 to 12) to SNHD's Community Health Improvement Plan (CHIP) priorities by the end of FY2024.

**PPC** will increase by 10% of baseline the number of community partners and participation in community partner events by December 31, 2024, as measured by monthly tracking reports.

**CH** will increase by 10% of baseline the number of community partners and participation in community partner events by December 31, 2024, as measured by monthly tracking reports.

#### THE OFFICE OF COMMUNICATIONS SECTION OF THE ADMINISTRATION DIVISION

will increase the distribution and posting of timely public health information from 57 news releases and four quarterly external newsletters to 72 news releases and eight external newsletters during CY2024 to ensure understandable and accessible information is available to diverse audiences and communities.

### Objective 5: Administrative Improvements









# **THE FINANCE SECTION OF THE ADMINISTRATION DIVISION** will be responsible for **increasing participation in pre-application grant review of departments that increase FTE or other significant resources** prior to submission of grants from 2 to 4 departments by the end of calendar year 2024.

# THE LABOR RELATIONS SECTION OF THE ADMINISTRATION DIVISION will, in comparison of HR surveys 2023 vs 2024 and OVS 2023 to 2024, increase satisfaction with the work of Labor Relations team from 53% satisfied to 78% by 3/31/24.

# **THE IT SECTION OF THE ADMINISTRATION DIVISION** will increase the leadership metric for the business objective of Empowering Users from the current 79% to 85% by 12/31/2024 as measured by the annual CIO Business Vision diagnostic.

will improve internal communication between executive team and middle management through increased frequency of CH Division leadership meetings from 12 to 24 by September 2024.

# Putting the Plan into Action

SNHD has adopted the VMSG (Vision, Mission, Services, Goals)

Dashboard system to manage performance of the strategic goals in this document in addition to other ongoing and future projects like PHAB reaccreditation and quality improvement. This tool is only available to public health agencies and is used by dozens of health departments of all sizes across the US.

One of the key values of the VMSG Dashboard is the ability to break complex plans down to simple steps (Objectives with related Activities) then promote and track the requirements for completion using the Real-Time Planning features (automated email notifications and Quick-Update tools). The Objectives and Activities are assigned to the specific staff members responsible for completion of the Activities and monitoring the status of the Objectives. Using this methodology, the plans can be executed and monitored requiring only a few minutes of each person's schedule each month. Each manager's personal dashboard allows them to monitor and audit the work of their team at a glance, easily and accurately.

The tool is designed to easily enter strategies, goals and progress updates for accountability and awareness at all levels. This will gather performance measures from across SNHD into one portable format for the first time. Leaders can view a dashboard page of only what's important to them or drill down into details to compare performance of one group to others. Entering progress on established goals takes less than two minutes on average and can be done from a mobile phone. The SNHD dashboard will be an integral part of the combined Performance Management/Quality Improvement plan. The plan will drive the efforts of executing goals and improving performance with expectations and authority.

The SNHD Performance Management (QI) plan is currently under revision to reflect the importance of measuring and acting upon real-time performance of goals. The final plan will contain workflows that begin with reporting on goal progress starting at the program level to their leaders. Leaders that receive reports review progress and provide commentary. The cycle continues up through departments and divisions terminating with the District Health Officer providing comments to the Board of Health based on measured performance of the District reflected by this dashboard.

This plan will be subject to an annual review, at a minimum, based on performance and emerging PESTLE (Political, Economic, Social, Technological, Legal and Ecological) factors. The ability to pivot goals before the next formal plan to keep service and relationships growing is a critical component of strategic planning. The framework of this plan will enable SNHD to continue its positive impact in the community.



# **Appendices**

### Acknowledgements

The District Health Officer thanks all those who contributed during various stages in the creation of the District Strategic Plan 2024.

#### **Board of Health**

Marilyn Kirkpatrick Chair; Commissioner, Clark County

Scott Nielson Vice-Chair; Member-at-Large

Frank Nemec MD

Secretary; Member-at-Large

Scott Black Mayor Pro Tempore City of North Las Vegas

Bobbette Bond Member-at-Large

Nancy Brune Councilwoman, City of Las Vegas Pattie Gallo Councilwoman, City of Mesquite

Joe Hardy Mayor, Boulder City

Brian Knudsen Mayor Pro Tempore, City of Las Vegas

Jim Seebock Councilman, City of Henderson

Tick Segerblom Commissioner, Clark County

#### **Executive Leadership**

Heather Anderson-Fintak, Sean Beckham, Jason Frame, Michael Johnson, Horng-Yuan Kan, Cassius Lockett, Todd Nicolson, Kim Saner, Chris Saxton, Jennifer Sizemore, Randy Smith, Rosanne Sugay, Donnie Whitaker, Lourdes Yapjoco

#### Planning Workgroup Members

Maria Azzarelli, Tawana Bellamy, Daniel Burns, Victoria Burris, Donna Buss, Joe Cabanban, Andria Cordovez-Mulet, Susan Crutchfield, Aaron DelCotto, Brian Felgar, Kimberly Franich, Cheri Gold, Jacques Graham, Rich Hazeltine, Robert McMahan, Brian Northam, Shannon Pickering, Yin Jie Qin, Jeff Quinn, Larry Rogers, Karla Shoup, Lei Zhang

# **Appendices**

### **Process Summary**

The contract for strategic plan support services with Huron Consulting went into effect in March of 2023. That kicked off bi-weekly touchpoint calls of 30-45 minutes between SNHD leaders and Huron representatives to assess timelines deliverables and work-quality. The DHO received monthly summaries from Huron beginning in April 2023. Huron took delivery of over 30 documents and links including SNHD assessments and research on the services provided like the Community Health Assessment and corresponding Community Health Improvement Plan, past strategic plans and references, Forces of Change Assessments, and others.

Three virtual meetings took place from March to May of 2023 to kick off the project, assign responsibilities and expectations and raise awareness of SNHD leadership regarding their input into this plan. Three Board of Health Members were invited to one of these meetings to review the process and show support. A cross-section of staff across SNHD was polled regarding effectiveness and potential upgrades for the (then-current) mission, vision, and values. The Board of Health was asked for feedback on a summary of these surveys in June 2023. Over 20 community partners were interviewed from June to July 2023 to define the different groups of people, communities, or key stakeholders the organization aims to serve, their similarities and differences, and how SNHD organization reaches them.

Internal stakeholders provided their input for a competitive analysis applied to SNHD. Another component of strategic dialogs, facilitated by Huron, included an open survey for the community. The opportunity to participate

was promoted by internal social media sites as well as being posted on the SNHD website to encourage input from the community. Input for the SWOT analysis and PESTLE environmental scan was provided by over 12 internal leaders and spanned each of the 6 divisions in August 2023.

A principal consultant from Huron conducted a half-day session, in person, with SNHD leaders and two Board of Health members to discuss Mission, Vision, Values, and Goals for the District. A second virtual session was facilitated by Huron for SNHD leadership as training for goal development. SNHD leaders met two more times to agree upon 28 goals from across each division. The Deputy District Health Officer, Administration composed four more goals as agency priorities to bring the total to 32 strategic goals. The goals were further refined and submitted as final products in December 2023. Between that time and the Board of Health meeting on January 25, 2024 SNHD leadership made several reviews and revisions for the product seen, here, today.

All strategic goals will be monitored in the VMSG Dashboard. Quarterly updates will be the most likely cadence for all 32 goals with understanding that reporting timelines can be set more frequently as needed. This will allow more visibility within SNHD leadership of our progress and inspire and adjustments to the Strategic Plan for 2025.

# **MEMORANDUM**



Date:

February 22, 2024

To:

Southern Nevada District Board of Health

From:

Kim Saner, SPHR, Deputy District Health Officer-Administration,

Fermin Leguen, MD, MPH, District Health Officer

Subject:

Administration Division Monthly Report - January 2024

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### **Executive Summary**

The Office of Communications issued one News Release and provided support on initiatives related to the annual Walk Around Nevada, Congenital Syphilis awareness campaign, smoking cessation and nutrition, along with developing digital content for The Perspective. Staff replied to 101 public information email inquiries and completed 91 project requests, including graphic design, website content, advertising/marketing, outreach materials and translation services. Facilities staff completed the camera upgrade at the Southern Nevada Public Health Laboratory (SNPHL). Health Cards averaged 23 "passing and paying" online renewal clients per day, with a total of 712 clients renewing online. As of January 19, 2023, the Health District had 805 active employees. Human Resources arranged 75 interviews, extended 19 job offers (two offers declined) and onboarded six new hires. There was one termination, six promotions, nine flex-reclasses, three transfers and no demotions. There were 12 recruitments posted.

#### Office of Communications

#### **News Releases Disseminated:**

Health District offers tips for keeping health-focused New Year's resolutions

#### Press:

- Tuberculosis investigation at CCSD schools
- Flu season
- Respiratory illnesses
- COVID-19 trends
- Street food vendors

827 news clips related to the Health District, local news coverage and national coverage of public health topics were compiled in January. Coverage includes traditional print, broadcast, digital and online media outlets. A complete list is available at 202402-PI-report.pdf (SNHD)

#### Advertisements, Projects Completed and Social Media Summary:

In January, staff coordinated a work plan and developed communication materials for the annual Walk Around Nevada employee engagement event. Staff worked on a Congenital Syphilis awareness campaign with team members from the Office of Disease Surveillance. Ongoing support was provided for the Office of Chronic Disease Prevention and Health Promotion initiatives including smoking cessation, nutrition, and staff photography. Staff developed digital content solutions for The Perspective webpage and produced graphic designs. Staff performed ongoing updates and maintenance on Health District websites including SNHD.info, COVID.SNHD.info and GetHealthyClarkCounty.org. Staff replied to 101 public information email inquiries and completed 91 project requests, including graphic design, website content, advertising/marketing, outreach materials and translation services.

On social media, staff focused on promoting our Pop-Up Produce Stand, Max Your Vax (mpox), VaxFacts, holiday closures, Wear Red Day, the Tobacco-Free Living Summit, "We're the Health District", Board of Health recognitions, Cervical Cancer Awareness Month, New Year articles, new services at the Fremont Public Health Center, Healthy New Year Resolutions, flu and COVID-19 vaccines.

#### Meetings and Events of Note:

- January 08, 2024: National Public Health Week planning meeting
- January 09, 2024: Southern Nevada Strong Outreach Working Group Meeting
- January 10, 2024: Nevada Health Link Healthcare Roundtable
- January 10: 2024: CDC/National Public Health Information Coalition Monthly call
- January 11, 2024: All Hands meeting
- January 12, 2024: Big Cities Health Coalition PIO/Communications Monthly call
- January 16, 2024: SB118 Strategic Planning meeting
- January 17, 2024: Media training
- January 18, 2024: NPHA Monthly Advocacy and Policy Committee Call
- January 24, 2024: Promoting Equity in Health Communication, Office of Health Equity Partner Webinar
- January 29, 2024: Online Trust and Public Health: Communicating in a Digital World
- January 29, 2024: State of Public Health planning meeting

#### Other:

Department of Welfare & Supportive Services Medicaid/Supplemental Nutrition Assistance Program applications: 281

Three Square Food Bank/Supplemental Nutrition Assistance Program, Low Income Energy Assistance Program and Temporary Assistance for Needy Families Program: 25

Please see Appendix A for the following:

- Media, Collateral and Community Outreach Services
- Monthly Website Page Views
- Social Media Services

#### **Contracts Administration**

	Requests	Requests w/Expectations	% of Expedited	Requests
	Received	of Expedited	Requests	Processed
Period of Performance		Completion	Received	
January 1-31, 2024	26	14	54%	29

#### **Facilities**

Monthly Work Orders	Jan 2023	Jan 2024		YTD FY23	YTD FY24	
Maintenance Responses	176	171	个	1,178	1,305	1
Electrical Work Orders	12	9	4	57	71	个
HVAC Work Orders	7	9	个	57	151	个
Plumbing Work Orders	3	15	个	37	62	1
Preventive Maintenance	18	39	个	135	185	个
Security Responses	2,189	2,385	个	13,869	18,386	1

#### **Current Projects**

**Decatur Location** 

- Received two additional SNHD vehicles
- Replaced 80 batteries for APC backup power

#### Fremont Location

- Moved access control to allow public access to pharmacy
- Prepared two offices for Behavioral Health expansion

#### **SNPHL Location**

Completed camera upgrade

# Finance

Total Monthly Work Orders by Department	Jan 2023	Jan 2024		YTD FY23	YTD FY24	
Purchase Orders Issued	442	496	<b>1</b>	3,215	3,335	1
Grants Pending – Pre-Award	4	14	个	22	34	1
Grants in Progress – Post-Award	18	8	<b>V</b>	83	86	<b>1</b>

<sup>\*</sup> Grant applications created and submitted to agency

\*\* Subgrants routed for signature and grant amendments submitted

No-Cost Extensions and Carryover requests are not quantified in this report.

Grants Expired -	Grants Expired – January 2024										
Project Name	Grantor	End Date	Amount	Reason	FTE	Comments					
H80CS33641-04- 01 for Health Center Program to Southern Nevada Health District (hcnap_23)	P-HRSA	1/31/2024	\$1,194,177	End of project period	4.38	FY2024 is currently underway (hcsac_24)					
H80CS33641-04- 05 for Health Center Program to Southern Nevada Health District (hcpchp23)	P-HRSA	1/31/2024	\$316,000	End of project period	2.03	FY2024 is currently underway (hcsac_24)					
State of Nevada, STD Prevention & Control Program, Year 4 of 4 (std_23)	P-CDC	1/31/2024	\$659,602	End of project period	4.25	FY2024 project renewal in progress					
State of Nevada, STD Surveillance Program Supplemental (stdsp_23)	P-CDC	1/31/2024	\$1,310,407	End of project period	12.80	FY2024 project renewal in progress					

Grants Awarded – January 2024											
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE				
NEHA-FDA	P-FDA	1/12/2024	1/2/2024	12/31/2024	\$5,625	New effort	0.00				
Retail Flexible											
Funding Model											
Grant Program -											
Training and											
Staff											
Development											
(rftrn_24)											

Grants Awarded – January 2024										
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE			
NEHA-FDA	P-FDA	1/12/2024	1/1/2024	12/31/2024	\$18,000	New effort	0.04			
Retail Flexible										
<b>Funding Model</b>										
Grant Program -										
Mentorship										
Project										
(rfment24)										
University of	P-CDC	1/30/2024	4/1/2023	3/31/2024	\$100,000	Addition of	1.17			
Washington,						funds				
National										
Network of STD										
Clinical										
Prevention										
Training										
Centers,										
Monkeypox										
Activities										
(stdsc_23)										

Contracts Awarded – January 2024									
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE		

Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE
NU50CK2023006950, Centers for Disease Control and Prevention, NOFO CDC-RFA-CK24-2401 Emerging Infections Program (epi)	F-CDC	1/2/2024	N/A	N/A	N/A	Recommended for approval, but funds are not available at this time	

#### Health Cards

- 1. Our methodology for opening appointments, which has been received favorably by clients, continues as follows:
  - a. Morning appointments for each weekday and a few afternoon openings may be scheduled online starting at 5 p.m. the previous calendar day.
  - b. All remaining afternoon appointments for each weekday may be scheduled online starting at 10 a.m. daily.
- 2. For the month of January, we averaged 23 "passing and paying" online renewal clients per day, with a total of 712 clients renewing online.

3. The IT department continues to develop a version of the food handler card that can be saved within a client's mobile wallet. This optional free offering would be in addition to the plastic card and the online renewal certificate.

CLIENTS SERVED	Jan 2024	Dec 2023	Nov 2023	Oct 2023	Sept 2023	Aug 2023
FH Cards – New	6,932	4,946	5,314	5,640	5,382	6,794
FH Cards – Renewals	485	356	479	626	724	932
FH Cards – Online Renewals	712	459	668	883	758	974
Duplicates	521	324	420	433	366	393
CFSM (Manager) Cards	290	160	228	283	253	331
Re-Tests	1,443	1,109	1,039	1,193	1,143	1,474
Body Art Cards	128	77	106	118	115	129
TOTALS		7,431	8,254	9,176	8,741	11,027

#### Human Resources (HR)

#### **Employment/Recruitment:**

- 14 New job titles for January
- 805 active employees as of January 19, 2023
- 6 New Hires, including 0 rehires and 0 reinstatements
- 1 Termination, including 1 retirement
- 6 Promotions, 0 Flex-reclass
- 3 Transfers
- 0 Demotions
- 40 Annual Increases
- 26 Evaluations received and recorded in Financial Enterprise
- 75 Interviews
- 19 Offers extended (2 offers declined)
- 12 Recruitments posted
- Turn Over Rates
  - o Administration: 1.862%
  - o Community Health: 2.50%
  - o Disease Surveillance & Control: 0.81%
  - o Environmental Health: 1.05%
  - o Primary & Preventive Care: 0.00%
  - o FQHC: 0.00%

#### **Temporary Employees**

- 34 Temporary Staff
- 1 New Agency Temporary Staff Member
- 2 Agency Temporary Staff Members assignment ended

#### **Employee/Labor Relations**

- 2 Coaching and Counseling, 2 Verbal Warnings, 0 Written Warnings, 0 Suspensions, 0 Final Written Warning, 1 Termination, 0 Probationary Release
- 4 Grievances
- 2 Arbitrations
- 30 Hours of Labor Meetings (with Union)
- · 60 hours investigatory meetings
- 4 Investigation
- 14 Complaints & Concerns
- 90 Hours ER/LR Meetings with managers or employees
- Number of EEOC/NERC and EMRB cases: 2

#### **Academic Affairs Program**

There was a total of 13 interns and 186 applied public health practice hours in January 2024.

	January	
Interns and Clinical Rotations	2024	YTD
Total Number of Interns <sup>1</sup>	13	58
Internship Hours <sup>2</sup>	186	2236

<sup>&</sup>lt;sup>1</sup>Total number of students, residents, and fellows

#### Information Technology (IT)

Service Requests	Jan 2023	Jan 2024		YTD FY23	YTD FY24	
Service Requests Completed	1,190	1,132	4	7,507	7,439	4
Service Requests Opened	1,189	1,239	个	7,589	8,318	1
Information Services System Availabilit 24/7	у			4 AS PHICA		
Total System	99.25	98.98	4	99.20	98.96	4
*Total Monthly Work Orders by Department				770.5		
Administration	286	327	<b>1</b>	2,246	1,958	4
Community Health	371	141	4	1,772	831	4
Environmental Health	182	206	<b>1</b>	1,115	1,318	1
**Primary & Preventive Care		215			1,603	
**Disease Surveillance & Control		179			1,038	
**FQHC		181			1,180	
Other		12			102	
First Call Resolution & Lock-Out Calls						
Total number of calls received	1,189	1,239	<b>1</b>	7,589	8,318	1

<sup>\*</sup>The section has been updated to reflect the more current Department Organizational Structure.

<sup>&</sup>lt;sup>2</sup> Approximate hours students, residents, and fellows worked in applied public health practice

<sup>\*\*</sup>No historical info from previous years to report, YTD beginning Feb 2023

# Workforce Team - Public Health Infrastructure Grant (PHIG)

- Workforce engagements
  - Meetings with following Divisions/Departments
    - Human Resources
      - · Continuous meetings
      - Identify reporting metrics for the PHIG Performance Measure
    - Chronic Disease and Health Promotions
      - · Continuous meetings
      - Update/Revision of the PHIG A2 (Foundational Capabilities) budget due to CDC January 31, 2024
    - Health Equity Coordinator
      - Continuous meetings
      - Update/Revision of the PHIG A2 (Foundational Capabilities) budget due to CDC January 31, 2024
    - Finance
      - Continuous meetings with Grants Team and PHIG Accountant to update/revise
         PHIG A2 (Foundational Capabilities) budget due to CDC January 31, 2024
  - Engagement/Training on A3 Toyota Production Model problem solving
    - Participated in training
    - Provided feedback
  - PHIG Briefings
    - Quality Improvement Process
    - PHAB Reaccreditation update
  - Performance Management
    - Collaborated with NVDPBH for their St Accreditation materials
    - Built connections with San Diego County HD as part of Technical Assistance for the SNHD Performance management program
    - Training scheduled for VMSG dashboard
    - Presented a 1-hour webinar on Change Management Practices sponsored by CDC at NNPHI (National Network of Public Health Initiatives)
      - The content outlined change management principles as applied to the SNHD Laboratory at the height of COVID
      - COVID test results reporting came down from 5+ days to 30 hours among several other key indicators of improved performance
  - o Quality Improvement (QI)
    - Conducted 2 scoping calls with ASTHO re: building a QI culture at SNHD for high performance and exceeding PHAB Reaccreditation standards
      - Direction for on-site training and workshops will be the next step
    - 2.5 hours of conversations with QI mentor at Idaho State HD
      - Acquired this resources through NNPHI Forum conference
      - Received guidance and resources for measuring quantity and quality of QI projects and related work
        - This is pivotal to demonstrating a growing culture of QI
    - Connected by ASTHO/BCHC to peers at San Diego Co. HD and Dallas County HD to share best practices and add to the evaluation of our growth plans in Performance Management and QI

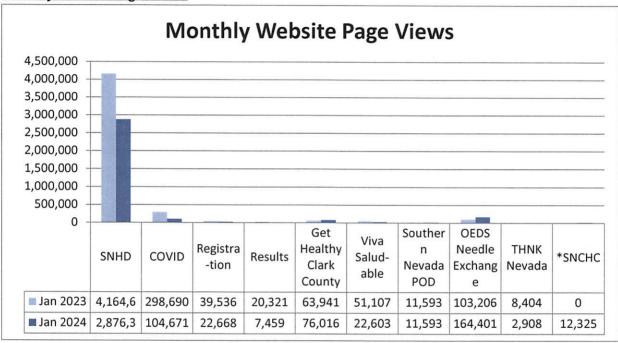
- Conducted 178 learner hours of workshops facilitated by Larson Institute (UNR) in using the A3 Quality Improvement model in public health
  - This format of problem solving, and QI will be the foundation of the QI system going forward
  - The impact on learners was positive with an average NPS score of 36.5. This shows that a majority would recommend the training to others
- Strategic Planning
  - Published for 2024-2027 with annual review scheduled for October 2024
- o Public Health Accreditation Board (PHAB) Reaccreditation
  - On target for final submission of materials in March of 2027
  - Preparing Annual Report 2024
    - Will submit a narrative on Innovation per PHAB standards
    - Met with two groups with impactful, innovative projects
      - Writing both projects up with the intent of submitting the one addressing the PHAB requirements the best
      - Will publicize both as great examples of innovation
      - SNHD has been approached by the UPenn MPH program to speak to an MPH class in March outlining both innovative projects
- o Furnished information about Accreditation status for SNHD Legal team contributing to an insurance application
  - This points to "hidden" value of maintaining accreditation
  - Non-Accredited agencies could pose more risk and carry higher premiums
- Met for a third time with the state and local workgroup for PHAB Domain 7 Access to Care standard
  - PHAB requires a community assessment beyond the CHA exploring access to primary and behavioral care
  - SNHD is collaborating with the State as they work toward their initial PHAB accreditation and NNPH as they seek their first Reaccreditation. Local health departments from Central Nevada are also involved
  - SNHD has pooled resources to have a consulting group provide a secondary data analysis of existing data and devise a new survey if needed to demonstrate our parity with the community's need and move toward filling the need
  - SNHD is providing administration support to house group documents as an MS
     Team including stakeholders from across the state

# Appendix A - Office of Communications

Media, Collateral and Community Outreach	Jan	Jan		YTD	YTD	
Services:	2023	2024		FY23	FY24	
Media – Digital/Print Articles	17	17	=	589	245	4
Media - Broadcast stories	93	56	4	1,194	770	4
Collateral - Advertising/Marketing Products	24	17	1	321	148	1
Community Outreach - Total Volunteers <sup>1</sup>	7	8	1			
Community Outreach - Volunteer Hours	480	540	个	3,262	4,334	1

<sup>&</sup>lt;sup>1</sup>Total volunteer numbers fluctuate from month to month and are not cumulative.

#### Monthly Website Page Views:



<sup>\*</sup>SNCHC website views not captured in 2022.

					YTD	
Social Media Services		Jan 2023	Jan 2024		FY23	YTD FY24
Facebook SNHD	Likes/Followers	13,191	13,345	1	N/A	N/A
Facebook GHCC	Likes/Followers	6,111	6,136	1	N/A	N/A
Facebook SHC	Likes/Followers	1,639	1,650	$\wedge$	N/A	N/A
Facebook	Likes/Followers	F 400	F 0F0	4	NI/A	NIZA
THNK/UseCondomSense		5,439	5,356	<b>V</b>	N/A	N/A
Facebook SNHD THNK Project	Likes/Followers	46	45	$\overline{\mathbf{A}}$	N/A	N/A
Facebook Food Safety	Likes/Followers	127	155	1	N/A	N/A
*Instagram GetHealthyCC	Followers	0	155	个	N/A	N/A
Instagram SNHD	Followers	4,057	4,419	1	N/A	N/A
Instagram Food Safety	Followers	523	527	1	N/A	N/A
**X (Twitter) EZ2Stop	Followers	434	431	$\overline{\mathbf{A}}$	N/A	N/A
**X (Twitter) SNHDflu	Followers	1,879	1,849	$\mathbf{\Psi}$	N/A	N/A
**X (Twitter) Food Safety	Followers	97	100	个	N/A	N/A
**X (Twitter) SNHDinfo	Followers	10,529	10,372	$\downarrow$	N/A	N/A

					YTD	
Social Media Services		Jan 2023	Jan 2024		FY23	YTD FY24
** X (Twitter) TuSNHD	Followers	342	343	个	N/A	N/A
** X (Twitter) THNK/ Use	Followers	706	691	$\downarrow$	N/A	N/A
Condom Sense		700	091	•	IWA	IVA
** X (Twitter) SoNVTraumaSyst	Followers	131	128	$\downarrow$	N/A	N/A
***Threads	Followers	n/a	658	$\wedge$	N/A	N/A
YouTube SNHD	Views	138,498	249,340	$\wedge$	619,535	1,383,670
YouTube THNK /	Views	239	434	Α	2.016	2,076
UseCondomSense		239	434	T	2,016	2,076

Note: Facebook, Instagram and X (Twitter) numbers are not cumulative.

<sup>\*</sup>Due to a recent change to X (Twitter), GetHealthyCC deleted their account in June. An Instagram account for the program is now

<sup>\*\*</sup>Currently, analytics for all SNHD accounts on X (Twitter) are unavailable, and the reported data may not be current.

\*\*\*Meta (Facebook) has created a platform Threads to compete with X (Twitter) on July 5, 2023. SNHD has joined this platform and will start tracking our follower count.

# Appendix B – Finance – Payroll Earnings Summary – December 23, 2023 to January 5, 2024

#### PAYROLL EARNINGS SUMMARY December 23, 2023 to January 5, 2024

		Pay Period	c	alendar YTD		Fiscal YTD		Budget 2024	Actual to Budget	Incurred Pay Dates to Annual
PRIMARY & PREVENTATIVE CARE	\$	296.376.74	\$	296,376.74	\$	4,417,993.81	\$	8,657,996.00	51%	
ENVIRONMENTAL HEALTH	\$	585,873.64	'\$	601,826.20	\$	8,232,393.60	\$	15,850,582.00	52%	
COMMUNITY HEALTH	\$	362,468.18	\$	362,468.18	\$	5,103,343.37	\$	9,914,422.00	51%	
DISEASE SURVIELLANCE & CONTROL	\$	399,451.17	\$	399,451.17	5	5,578,047.94	5	12,244,275.00	46%	
FQHC	\$	313,505.62	\$	313,505.62	\$	4,249,961.91	5	9,488,158.00	45%	
ADMINISTRATION W/O ICS-COVID	\$	446,235.65	\$	446,235.65	\$	7,493,698.74			61%	
ICS-COVID General Fund	5		\$		5	-	5	12,236,771.00	0%	
ICS-COVID Grant Fund	5		5		S					
TOTAL	5	2,403,911.00	S	2,419,863.56	S	35,075,439.37	s	68,392,204.00	51%	54%
FTE		808								
Regular Pay	\$	1,220,626.13	\$	1.220,626.13	\$	27.181,452.82				
Training	5		\$		\$	137,062.78				
Final Payouts	\$	739.76	\$	14,957.84	\$	296,780.68				
OT Pay	\$	6,576.83	\$	6,576.83	\$	308,026.86				
Leave Pay	\$	1.142,132.90	\$	1.143,867.38	\$	5.417,933.94				
Other Earnings	\$	33,835.38	\$	33,835.38	\$	1.734,182.29				
TOTAL	s	2,403,911.00	s	2,419,863.56	s	35,075,439.37				

#### BI-WEEKLY OT/CTE BY DIVISION/DEPARTMENT

#### December 23, 2023 to January 5, 2024

#### Overtime Hours and Amounts

#### Comp Time Hours Earned and Value

#### ADMINISTRATION

<b>Employee</b>	Project/Grant Charged to	Hours	Amount	Employee	Hours	Value
MASTERS, CHRISTOPHER		24.00	722.96			
ARRIAGA, JOCELYN		20.25	731.27			
GALAVIZ, MONICA		2.75	174.23			
KEEGAN, DAHLIA J		6.00	294.53			
MALDONADO, JULIE		2.00	103.27			
UBANDO, MARJORIE K		7.00	334.60			
Total Administration		62.00	2360.86		0.00	0.00

#### COMMUNITY HEALTH SERVICES

Employee	Project/Grant Charged to	Hours	Amount	<u>Employee</u>	Hours	<u>Value</u>
POUNCY-BEECHER, TAMIKO		1.00	34.31	RAMAN, DEVIN C	1.13	52.62
WILSON III, JULES		1.00	34.31	BARRY, NANCY	4.50	147.27
MAPOTE, CRISNAN		1.00	36 11			
Total Community Health Services		3.00	104.73		5.63	199.89

#### FQHC-COMMUNITY HEALTH CLINIC

		FQHC-COM	MUNITY HEA	LIH CLINIC		
Employee	Project/Grant	Hours	Amount	Employee	Hours	Value
AVALOS, MAYRA L	Charged to FP_23	0.50	29.34	DALTON, BRENDAN	3.75	170.86
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				DIAZ-VILLA, BANESSA	6.75	171.10
				annother to the second second	*20-2500	0000 40000
Total FQHC-Community Health Clinic		0.50	29.34		10.50	341.96
		PRIMAR	Y & PREVENT	IVE CARE		
Employee	Project/Grant	Hours	Amount	Employee	Hours	Value
ARQUETTE, JOCELYN M	Charged to	0.25	16.66	CONTRERAS ARAIZA, ALONDRA	1.13	51.26
AGBAYANI, ANGELINE	IMMEQ_22	0.50	30.11	SON THE ISTO ANALES, ALGRESTA	1.10	01.20
BINGHAM, JULIE	IMMEQ_22	0.50	31.68			
LUONG, STEPHEN	IMMEQ_22	0.25	15.84			
POLINTAN, MICHAEL S	IMMEQ_22	0.50	22.15			
SPARLIN, AUTUM	IMMEQ_22	1 25	83.32			
ENZENAUER, LIZETTE		6.00	317.73			
	20,					
Total Primary & Preventative Care		9.25	517.49		1.13	51.26
		ENVIRO	NMENTAL HE	CALTH		
Employee	Project/Grant	Hours	Amount	Employee	Hours	Value
	Charged to		9000000	2500000 A 1504 - 1504025	8004000 S	0.0000000
AHMED, MARYAM		2.00	84.20 98.18	CRAIG, JILL	3.00 1.88	86.44 51.26
BLACKARD, BRITTANIE BROWN, TEVIN		4.00	186.53	ERICKSON, SARAH GALVEZ, ALEXUS	5.25	143.53
COHEN, VALERIE NICOLE S		2.50	166.65	GONZALEZ, KIMBERLY	1.88	51.26
CRAIG, JILL		1 25	54.03	LIZON, ANDREW	0.75	21.61
CUMMINS, VERONICA J		5.50	284.00	ROSS, ALYSSA	7.50	210.50
JONES, MALLORY		8.50	396.38	SABANDITH, VETAHYA	1.88	58.29
LETT, KENDRA A		5.75	337.44	SANDERS, JENNIFER C	1.50	47.80
MICHEL, GUILLERMO		1.75	81.61	SRIPRAMONG, JACQUELINE	6.00	172.89
RICH, VICTORIA		6.75	376.07	SMITH, JESS W	3.38	119.15
SABOUR, ISABELLA		5.50	231.55			
SHEFFER, THANH V		5.50	331.19			
TAYLOR JR, GEORGE E		1.25	79.19			
WARD, JESSICA Y		1.50	73.63			
WELLS, JORDAN		2.75	128.24			
EDWARDS, TARA A		0.75	49.99			
NORTHAM, KORIE		0.50	34.17			
VINH, JONATHAN		0.75	30.76			
SANTOS-PEREZ, ITCHEL		2 00	84.20			
Total Environmental Health	-	60.50	3108.01		33.00	962.74
	T	ISEASE SIN	RVEILLANCE (	& CONTROL		
	Project/Grant					
Employee	Charged to	<b>Hours</b>	Amount	Employee	<u>Hours</u>	<u>Value</u>
EDDLEMAN, TABATHA M		3.00	167.14			
PEREZ, MELANIE J		2.00	108.61			
REYES, REBECCA		3.00	180 65			
Total Disease Surveillance & Control		8.00	456.40		0.00	0.00
Combined Total		143.25	6576.83		50.25	1555.84
Combined rotal	=	140.20	0370.03		30.23	1333.04

# Appendix C – Finance – Payroll Earnings Summary – January 6 to 19, 2024

#### PAYROLL EARNINGS SUMMARY January 6, 2024 to January 19, 2024

		Pay Period	C	alendar YTD		Fiscal YTD		Budget 2024	Actual to Budget	Incurred Pay Dates to Annual
PRIMARY & PREVENTATIVE CARE	\$	303,517.21	\$	599,893.95	\$	4,721,511.02	S	8,657,996.00	55%	
ENVIRONMENTAL HEALTH	\$	583,412.22	\$	1.185,238.42	\$	8.815,805.82	5	15,850,582.00	56%	
COMMUNITY HEALTH	\$	355,007.94	\$	720,753.72	\$	5,461,628.91	\$	9,914,422.00	55%	
DISEASE SURVIELLANCE & CONTROL	\$	391,788.33	\$	791.239.50	\$	5,969,836.27	\$	12,244,275.00	49%	
FQHC	\$	317,303.49	\$	630,809.11	\$	4,567,265.40	5	9,488,158.00	48%	
ADMINISTRATION W/O ICS-COVID	\$	441,116.24	\$	913,259.91	\$	7,960,723.00	s	12 226 771 00	65%	
ICS-COVID General Fund	5		\$		S		2	12,236,771.00	0%	
ICS-COVID Grant Fund	\$		\$		\$					
TOTAL	S	2,392,145.43	\$	4,841,194.61	5	37,496,770.42	5	68,392,204.00	55%	58%
FTE		807								
Regular Pay	\$	1,937,848.24	\$	3.184,879.09	\$	29.145,705.78				
Training	5	4,321.59	\$	4,321.59	\$	141,384.37				
Final Payouts	\$	-	\$	14,957.84	\$	296,780.68				
OT Pay	\$	9,793.72	\$	16,370.55	\$	317,820.58				
Leave Pay	\$	423,193.65	\$	1.569,841.93	\$	5.843,908.49				
Other Earnings	\$	16,988.23	\$	50,823.61	\$	1.751,170.52				
TOTAL	s	2,392,145.43	s	4,841,194.61	s	37,496,770.42				

# BI-WEEKLY OT/CTE BY DIVISION/DEPARTMENT January 6, 2024 to January 19, 2024

#### Overtime Hours and Amounts

Comp Time Hours Earned and Value

#### ADMINISTRATION

	Employee	Project/Grant Charged to	Hours	Amount	Employee	Hours	Value
MAS	TERS, CHRISTOPHER		21.00	632.59			
ARR	IAGA, JOCELYN		20.00	736.55			
GALA	AVIZ, MONICA		7.50	475.16			
MALI	DONADO, JULIE		10.50	556.03			
MUR	PHY, MELISSA		0.25	8.79			
TRAN	N, AMY		1.50	83.57			
UBAI	NDO, MARJORIE K		8.00	382.40			
Tota	l Administration		68.75	2875.09		0.00	0.00

#### COMMUNITY HEALTH SERVICES

<b>Employee</b>	Charged to	Hours	Amount	Employee	Hours	Value
MUNFORD, ELIZABETH		0.75	36.82	THOMAS, PAMELA S	5.25	155.04
Total Community Health Services		0.75	36.82		5.25	155.04

#### FQHC-COMMUNITY HEALTH CLINIC

Employee	Project/Grant Charged to	Hours	Amount	<b>Employee</b>	Hours	<u>Value</u>
ANDERSON, RENITA	HCNAP_23	1.00	40.01			
ORTEGA MARTINEZ, ITZEL	EHEEIS24	0.50	17.59			
Total FQHC-Community Health Clinic	-	1.50	57.60		0.00	0.00

#### PRIMARY & PREVENTIVE CARE

Employee	Project/Grant Charged to	Hours	Amount	Employee	Hours	<u>Value</u>
ARQUETTE, JOCELYN M		0.25	16.66	HODGE, VICTORIA	0.38	11.95
CARCAMO, MONICA A	IMMSPF24	15.50	635.63	HOMER, ANNMARIE	0.75	27.15
MARTINEZ, AZALIA	IMMSPF24	5.50	193.45	SPRANCE GROGAN, CAROLYN S	1.13	40.73
MCTIER, CHIKA	IMMSPF24	6.00	390.04	D'COSTA, TERESA K	1.13	51.26
VILLA, MAYRA		0.25	8.16			
BINGHAM, JULIE	IMMEQ_22	6.50	411.81			
DREW, REBECCA M	IMMEQ_22	5.00	185.03			
HENRIQUEZ, SERGIO	IMMEQ_22	5.00	158.80			
MACIEL PEREZ, MARISOL	IMMCD_22	1.00	47.80		í.	
SPARLIN, AUTUM	IMMEQ_22	6.00	399.96			
WALKER, AMBER	IMMCD_22	4.50	162.50			
ZAVALA, ISAAC	IMMEQ_22	6.50	381.46			
ENZENAUER, LIZETTE		1.00	52.95			
Total Primary & Preventative Care	-	63.00	3044.25		3.38	131.09

#### ENVIRONMENTAL HEALTH

<b>Employee</b>	Project/Grant Charged to	Hours	Amount	Employee	Hours	<u>Value</u>
BUCHER, BRADON		2.50	116.58	CRAIG, JILL	1.50	43.22
LETT, KENDRA A		10.50	616.20	DASPIT, THERESA J	3.38	142.55
MICHEL, GUILLERMO		3.00	139.90	GALVEZ, ALEXUS	5.63	157.88
RAKITA, DANIEL		0.75	33.22	HALL, ALYSSA	0.38	10.53
RICH, VICTORIA		8.50	473.57	LIZON, ANDREW	4.13	118.86
SABOUR, ISABELLA		2.50	105.25	SANDERS, JENNIFER C	1.13	35.85
SHEFFER, THANH V		2.50	150.54	SANTIAGO, ANTHONY T	4.50	185.11
THEIN, KELSEY		0.75	34.97	SRIPRAMONG, JACQUELINE	1.50	43.22
EDWARDS, TARA A	FDILL_24	0.75	49.99	SHARIF, RABEA	3 38	132.04
NAVARRETE, GEORGE		7.75	543.75			
NORTHAM, KORIE		0.50	34.17			
VAHTANOL, HNIV		1.00	41.01			
WEBER, LAUREN		1.25	51.26			
MARTENS II, GARY G		1.50	75.45			
SANTOS-PEREZ, ITCHEL		1.00	42.10			
Total Environmental Health	-	44.75	2507.96		25.50	869.25

#### DISEASE SURVEILLANCE & CONTROL

Employee	Project/Grant Charged to	Hours	Amount	Employee	Hours	<u>Value</u>
DONNELL, JESSICA M	TBSURV24	8.00	469.48			
HERRERA, REYNA A		10.00	543.04			
O'CONNOR, KELLI J		1.50	90.33			
PEREZ, MELANIE J		0.50	27.15			
ASHRAF, BENJAMIN	IMMEQ_22	2.75	142.00			
Total Disease Surveillance & Control	-	22.75	1272.00		0.00	0.00
Combined Total		201.50	9793.72	B18000000000000000000000000000000000000	34.13	1155.39



# Memorandum

Date:

February 22, 2024

To:

Southern Nevada District Board of Health

From:

Maria Azzarelli, Acting Director of Community Health MA

Cassius Lockett, PhD, Deputy District Health Officer-Operations

Fermin Leguen, MD, MPH, District Health Officer

Subject:

Community Health Division Monthly Activity Report - January 2024

#### I. OFFICE OF CHRONIC DISEASE PREVENTION & HEALTH PROMOTION (OCDPHP)

#### A. Chronic Disease Prevention Program (CDPP)

The 2023 Pop-Up-Produce Stands ended with the December market. In total, the 2023 markets sold over \$4,500 worth of produce, and over 40% of all sales were SNAP sales. In 2024, we will be working with our partners to more than double the number of markets from six (6) to thirteen (13). We will start with a market in February and then go to a regular monthly schedule from April to June and September to November with two (2) markets each month.

In December, our website spotlights, social media, and blogs included a focus on healthy holidays with nutrition, physical activity, tobacco cessation, self-management, and stress management tips. Sliders, social media, and blog posts were provided in English and Spanish and linked people to available resources including programming resources on Get Healthy and Viva Saludable websites.

CDPP staff met with staff from the Southern Nevada Community Health Center (SNCHC) to receive and process BSHOP/BeSHOP client referrals. The SNCHC will join Nevada Health Centers as referral locations for BSHSOP/BeSHOP clients who don't have a Primary Care Provider and/or don't have health insurance or medical home and need follow-up care. The SNCHC will follow-up with clients to schedule an appointment, two (2) attempts via phone and/or text will be made to contact the client. The clinic will update OCDPHP on the status of the referral. The LOU is completed and on file.

To help expand the reach and availability of our Diabetes Self-Management Education and Support (DSMES) classes, CDPP supported training for three (3) new people [one (1) CHW, one (1) health educator and one (1) faith-based community partner] to be trained as a DSMES facilitator. Their training was completed in December.

CDPP continues to provide support for the CCSD Safe Routes to School (SRTS) Program. In December, a walk audit was completed at Booker Elementary School. In addition, SRTS also conducted one (1) assembly, one (1) bike rodeo, one (1) educational presentation, one (1) family engagement activity and distributed safety materials to 17 schools.

#### B. Tobacco Control Program (TCP)

Staff promoted the Because We Matter initiative to two (2) faith-based partners: Faith Foundation Ministries, and Tabernacle of Praise Church. Throughout the year, Because We Matter partnered with ten (10) different African American faith-based organizations on a 3-month educational and outreach series to educate youth and adults about flavored tobacco products, including menthol use; inform on policy change solutions; promote cessation resources; and raise awareness of associated harms to the health of the Black community. The December 2023 promotion reached over 200 individuals.

Staff participated in the 24<sup>th</sup> annual Christmas en el Barrio event on 12/23/23 hosted by the Mexican Patriotic Committee at Civica Nevada Career & Collegiate Academy in North Las Vegas. The event's mission was to provide toys, food and community resources to families in high need. Staff provided linguistically appropriate tobacco cessation resources and educational materials on the dangers of vaping products. Branded banners were placed throughout the event premises, including on stage. Consistent live announcements promoting Spanish-language cessation services were read from the main stage. The event had an estimated reach of over 2,000 attendees who were primarily Spanish speakers.

In December, 25 local high school sports teams partnered with SNHD's teen vaping prevention initiative, BreakDown. Teams shared tailored social media messages to promote vape-free lifestyles to student athletes. Additionally, information was shared through a social media promotion developed for the Nevada Interscholastic Activities Association. Influential youth from local high schools throughout Southern Nevada continued to share vaping prevention messaging on their social media accounts.

Staff assisted twenty-one local businesses in implementing new or expanding their existing smoke and vape-free policies in December 2023. The businesses include medical facilities, convenience stores, and food establishments.

Tobacco prevention staff were featured on the Healthier Tomorrow Radio Program focused on the African American community hosted on KCEP Power 88.1 FM, where they discussed smoking and vaping health concerns, menthol flavoring, tobacco marketing, and staff promoted the brand, Nevada Tobacco Quitline cessation services, and the upcoming tobacco-free summit.

#### II. OFFICE OF EMERGENCY MEDICAL SERVICES & TRAUMA SYSTEM (OEMSTS)

#### A. Regional Trauma Advisory Board (RTAB)

The RTAB is an advisory board with the primary purpose of supporting the Health Officer's role to ensure a high-quality system of patient care for the victims of trauma within Clark County and the surrounding areas. The RTAB makes recommendations, and assists in the ongoing design, operation, and evaluation of the system from initial patient access to definitive patient care.

The Board reviewed the 3<sup>rd</sup> Quarter 2023 trauma transport data, election of new Chair & Vice Chair, and discussed tracking interfacility transfer times.

#### B. <u>OEMSTS - January 2023 / 2024 Data</u>

EMS Statistics	January 2023	January 2024	
Total certificates issued	86	116	<b>1</b>
New licenses issued	53	69	1
Renewal licenses issued (recert only)	6	16	<b>1</b>
Driver Only	30	39	<b>1</b>
Active Certifications: EMT	829	957	1
Active Certifications: Advanced EMT	1636	1876	1
Active Certifications: Paramedic	1919	2064	<b>1</b>
Active Certifications: RN	65	73	1

#### III. OFFICE OF PUBLIC HEALTH PREPAREDNESS (OPHP)

#### A. Planning and Preparedness

- Continuance of drafting the Shelter Support Annex and Administrative Preparedness Annex.
- Planners continue to review and revise the CHEMPACK, Nuclear and Radiation,
  Administrative Preparedness, Mass Care Support, and Highly Infectious Disease plans.
  Met with Human Resources to discuss staffing and activation triggers for preparedness annex.
- 3. Planner updates to Threat Response Guides for Anthrax, Plague, and Tularemia.

- 4. Reviewed and revisions of COVD AAR according to SWOT analysis and interviews completed by contractor and interns.
- Planner sent invites to current and potential Closed POD partners to a Closed POD Seminar in February 2024.
- 6. Twenty SNHD employees were fit tested for personal protective equipment.
- 7. OPHP staff are participating in various working groups to develop the state DPBH Strategic Plan.
- 8. Senior PHP Planner reviewed and revised Annex T-K: Invasive Aedes Aegypti and Aedes Albopictus Mosquito-Borne Disease Response.

#### B. Training, Exercises and Public Health Workforce Development:

- 1. SNHPC Clinical Advisor and OPHP Planner reviewed and revised Pediatric Surge Annex SNHPC Plan.
- OPHP Trainers continue to develop Position Specific Task Books and related training curricula. Incident Commander and Safety Officer Position Specific Training completed on January 30<sup>th</sup> for 15 SNHD staff.
- 3. Twelve SNHD employees attended the New Hire Orientation for Emergency Preparedness and Security.
- 4. OPHP Trainers are coordinating ICS 300 course offering at Decatur campus April 16<sup>th</sup> 18<sup>th</sup> for recent SNHD staff identified on the Emergency Personnel List.
- 5. Six SNHD employees participated in CPR Training
- 6. Assist where needed in current ICS for TB outbreak.
- 7. Planning efforts are being coordinated for the upcoming recovery workshop.
- 8. Pediatric Surge Tabletop midterm planning meeting conducted on Jan 4th.
- 9. Pediatric Surge Tabletop final planning meeting scheduled for Feb 21st.
- 10. Perpetual planning for the Pediatric Surge Tabletop 1 scheduled for 3<sup>rd</sup> 13<sup>th</sup>.
- 11. Consistent planning for the Pediatric Tabletop 2/MRSE scheduled for 4<sup>th</sup> 18<sup>th</sup>.
- 12. SNHPC Clinical Advisor and OPHP Trainer provided ICS 300 training to community partners at LVMPD.
- 13. OPHP Planner participated in the FEMA Exercise Design and Development Training.
- 14. OPHP Planner participated in FEMA Planning Section Chief training.
- 15. OPHP staff attended the TEEX EOC course for training on roles within the Clark County MACC.
- 16. OPHP staff will attend the Nevada Preparedness Summit Feb  $28^{th} 29^{th}$ . The PHP Supervisor is speaking on the county-wide Impacted Persons Database that is being developed as a corrective action from the October 1, 2017 shooting.

#### C. Southern Nevada Healthcare Preparedness Coalition (SNHPC)

- 1. The SNHPC bimonthly meeting was held January 4<sup>th</sup>.
- 2. The SNHPC Clinical Advisor and Readiness and Response Coordinator completed review of two (2) hospital emergency operations plans.

- 3. The SNHPC Clinical Advisor supports ongoing planning for Super Bowl 2024 response.
- 4. SNHPC Clinical Advisor and OPHP Planner reviewed and revised Pediatric Surge Annex.
- 5. SNHPC Clinical Advisor and OPHP Planner continued planning for March 2024 Pediatric Surge tabletop and medical response surge exercise.
- 6. SNHPC Clinical Advisor and OPHP Trainer attended the initial state-wide Coalition Clinical Advisor workgroup meeting Jan. 24<sup>th</sup>.
- 7. Empower de-identified data requested, received, and displayed on GIS map. The map uploaded to CAT.
- 8. Senior PHP Planner attended Emergency Preparedness meetings with UMC and Mountain View hospitals.

#### D. Fusion Center Public Health Analyst:

 Public Health Analyst continues to provide support to the Southern Nevada Counterterrorism Center and assist in the development of special event assessments.

#### E. Grants and Administration:

- 1. OPHP is awaiting carryover subawards for PHEP and CRI grants and an amendment to the current CRI budget.
- 2. OPHP is recruiting a Senior Administrative Assistant and Public Health Fusion Center Analyst.
- 3. Second Quarter progress reports were completed and submitted.

#### F. Medical Reserve Corps (MRC) of Southern Nevada:

- 1. Nineteen MRC Volunteers attended Naloxone training at SNHD. This training prepared volunteers for opioid emergencies at first aid stations.
- 2. MRC Coordinator planned training and activities for upcoming months, sent out newsletters, and continues to recruit and deactivate volunteers.
- 3. MRC Coordinator attended monthly NACCHO PPAG Workgroup meeting.
- 4. MRC Coordinator gave a presentation at the Facilities Advisory Board Meeting to promote the use of volunteers in hospitals.

#### MRC Volunteer Hours FY2024 Q3

(Economic impact rates updated August 2023):

Activity	January	February	March
Preparedness Exercise	27	0	0
Community Event/BP	0	0	0
SNHD Clinic	4.5	0	0
Total Hours	27	0	0
Economic impact	\$858.60	0	0

#### IV. VITAL RECORDS

A. January 2024 is currently showing a 5% decrease in birth certificate sales in comparison to January 2023. Death certificate sales currently showing an 4% decrease in comparison to January 2023. SNHD received revenues of \$32,968 for birth registrations, \$27,833 for death registrations; and an additional \$8,387 in miscellaneous fees.

<b>COMMUNITY HEALTH Vital Statistics</b>	Program Birth/Deaths	Register	ed –	Fiscal Year D	ata	
Vital Statistics Services	Jan 2023	Jan 2024		FY 22-23 (Jan)	FY 23-24 (Jan)	
Births Registered	2,262	1,787	4	14,878	13,716	4
Deaths Registered	2,142	1,919	4	12,444	11,890	1
Fetal Deaths Registered	20	14	4	116	116	

	Jan	Jan		FY 22-23	FY 23-24	
Vital Statistics Services	2023	2024		(Jan)	(Jan)	
Birth Certificates Sold (walk-in)	20	57	<b>1</b>	316	430	1
Birth Certificates Mail	131	149	<b>1</b>	821	892	1
Birth Certificates Online Orders	3,789	3,472	$\downarrow$	25,324	24,326	4
Birth Certificates Billed	76	122	1	772	781	1
Birth Certificates Number of Total Sales	4,016	3,800	4	27,233	26,429	4
Death Certificates Sold (walk-in)	18	62	1	121	249	1
Death Certificates Mail	147	147		1,067	1,061	4
Death Certificates Online Orders	9,647	9,215	4	56,825	52,357	4
Death Certificates Billed	40	39	$\downarrow$	238	245	1
Death Certificates Number of Total Sales	9,852	9,463	4	58,251	53,912	4

				ical Year Da	
Jan	Jan		FY 22-23	FY 23-24	
2023	2024		(Jan)	(Jan)	
.5%	1.5%	1	1.2%	1.6%	1
3.3%	3.9%	1	3%	3.4%	1
94.3%	91.4%	4	93%	92%	1
1.9%	3.2%	<b>1</b>	2.8%	3%	1
.2%	.7%	<b>1</b>	.2%	.5%	1
1.5%	1.6%	<b>1</b>	1.8%	2%	1
97.9%	97.4%	$\downarrow$	97.6%	97.1%	4
.4%	.4%		.4%	.5%	1
	2023 .5% 3.3% 94.3% 1.9% .2% 1.5% 97.9%	2023     2024       .5%     1.5%       3.3%     3.9%       94.3%     91.4%       1.9%     3.2%       .2%     .7%       1.5%     1.6%       97.9%     97.4%	2023     2024       .5%     1.5%     ↑       3.3%     3.9%     ↑       94.3%     91.4%     ↓       1.9%     3.2%     ↑       .2%     .7%     ↑       1.5%     1.6%     ↑       97.9%     97.4%     ↓	2023     2024     (Jan)       .5%     1.5%     ↑     1.2%       3.3%     3.9%     ↑     3%       94.3%     91.4%     ↓     93%       1.9%     3.2%     ↑     2.8%       .2%     .7%     ↑     .2%       1.5%     1.6%     ↑     1.8%       97.9%     97.4%     ↓     97.6%	2023       2024       (Jan)       (Jan)         .5%       1.5% $\uparrow$ 1.2%       1.6%         3.3%       3.9% $\uparrow$ 3%       3.4%         94.3%       91.4% $\downarrow$ 93%       92%         1.9%       3.2% $\uparrow$ 2.8%       3%         .2%       .7% $\uparrow$ .2%       .5%         1.5%       1.6% $\uparrow$ 1.8%       2%         97.9%       97.4% $\downarrow$ 97.6%       97.1%

<b>COMMUNITY HEALTH Vital Statistics P</b>	rogram Birth/De	eaths Certifi	cate	s Sales – Fisca	l Year Data	300
	Jan	Jan		FY 22-23	FY 23-24	
Revenue	2023	2024		(Jan)	(Jan)	
Birth Certificates (\$25)	\$100,400	\$95,000	4	\$680,825	\$660,725	+
Death Certificates (\$25)	\$246,300	\$236,575	4	\$1,456,275	\$1,347,800	4
Births Registrations (\$13)	\$37,648	\$32,968	4	\$253,500	\$227,409	4
Deaths Registrations (\$13)	\$26,611	\$27,833	1	\$162,565	\$154,700	4
Convenience Fee (\$2)	\$8,154	\$7,234	4	\$54,414	\$49,672	4
Miscellaneous Admin	\$686	\$1,153	1	\$4,284	\$4,923	1
<b>Total Vital Records Revenue</b>	\$419,799	\$400,763	4	\$2,611,863	\$2,445,229	+

#### COMMUNITY HEALTH Passport Program – Fiscal Year Data

**B.** PASSPORT SERVICES – Passport Services is appointment only. Passport photos remain suspended.

	Jan	Jan		FY 22-23	FY 23-24	
Applications	2023	2024		(Jan)	(Jan)	
Passport Applications	863	724	4	5,192	4,373	4
	Jan	Jan		FY 22-23	FY 23-24	
Revenue	2023	2024		(Jan)	(Jan)	
Passport Execution/Acceptance fee (\$35)	\$30,205	\$25,340	4	\$181,720	\$153,055	4

#### V. HEALTH EQUITY

- **A.** The Health Equity program received a No Cost Extension from the Center for Disease Control to build, leverage, and expand infrastructure support for COVD prevention and control among populations that are at higher risk and underserved.
  - 1. The program continues to collaborate with SNHD programs and grant subrecipients to plan and coordinate COVD community strategies and events.
- B. The Health Equity Program works towards reducing health disparities through increasing organizational capacity and implementing community strategies.

#### VI. SOUTHERN NEVADA PUBLIC HEALTH LABORATORY (SNPHL)

#### A. Clinical Testing:

- 1. The SNHD Nursing Division: molecular and microbiology culture, Sexually Transmitted Disease (STD) testing.
- 2. SNHD STD department: the CDC Gonococcal Isolate Surveillance Project (GISP) as well as enhanced Gonococcal Isolate Surveillance Project (eGISP). SNPHL performs NAAT and culture testing of N. gonorrhoeae isolates and submits isolates to a reference laboratory for the determination of antibiotic susceptibility patterns. SNPHL has also joined eGISP Part B to expand culture-independent testing for antimicrobial resistance genes of gonococcal isolates.
- 3. A total monthly samples tested is listed in the following table:

Test Name	Monthly Count	Avg Year to Date
GC Cultures	48	48
NAAT NG/CT	1240	1240
Syphilis	907	907
RPR/RPR Titers	138/76	138/76
Hepatitis Total	1022	1022
HIV/differentiated	615/16	615/16
HIV RNA	91	91

#### 4. COVD testing:

 SARS-CoV-2 PCR extraction is currently performed on the KingFisher Flex platform only.

- SNPHL is to maintain the capacity of 2000 tests/day with a turnaround-time of <48 hours (TAT 2Day- currently at / near goal).</li>
- For January, the average daily testing was 55 and the average turnaround time was 54 hours for PCR testing from the collection date to the release of the test report.
- IT created easy patient accession and direct report verification from SNPHL LIMS into SNHD patient report portal.
- Incorporate high throughput instruments such as Eppendorf 5073 automation of specimen fluid handling station.
- Molecular laboratory will add Tecan instrument after installing the updated script for the SARS-CoV-2 WGS procedure. The field person from Tecan will came to fix the script in January.

A monthly summary of COVD PCR/NAAT testing is listed as follows:

Month	# PCR& NAAT/#POS	COVD	# PCR\$ NAAT/#POS
January	1,144/148	July	
February		August	
March		September	Ac
April		October	
May		November	
June		December	

#### 5. Reportable disease reports:

- SNPHL continues to perform routine testing of reportable disease specimens submitted by community stakeholders. Isolates tested are reported to OEDS on a weekly basis to aid in disease investigation, and SNPHL and OEDS coordinate with CDC PulseNet if required.
- A monthly summary of reportable diseases tests is listed as follows:

		Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
Campylobacter	Campy ID	5												5
	Campy Screen	11												11
Neisseria species	Gonorrhoeae Culture	48												48
	Gram Stain/WBC	0												0
	Neisseria ID	0												0
	Haemophilus ID	7												7
Unknown ID	Bacterial ID	0												0
	WGS (PulseNet)	27												27
Salmonella	Salmonella Screen	14												14
	Salmonella Serotype	13												13
Shigella	Shigella Screen	10												10
	Shigella Serotype	7												7
STEC	STEC Screen	10												10
	STEC Serotype	1												1
Unknown	Stool Culture	5												5
Vibrio	Vibrio ID	0												0

	Vibrio Screen	0						0
Yersinia	Yersinia Culture/ID	1						1

#### B. Epidemiological Testing and Consultation:

- SNPHL participates in the SNHD Outbreak Investigation Committee and Foodborne
  Illness Taskforce. There were two (2) cases for GI outbreak investigation in January.
- SNPHL continues to report results of influenza testing to the CDC National Respiratory and Enteric Virus Surveillance System (NREVSS). In January, SNPHL performed 55 respiratory panels on the BioFire.

#### C. Emergency response and reportable disease isolate testing report:

- SNPHL performs reportable disease isolate testing and confirmation. Isolates submitted
  by local laboratories are serotyped and/or confirmed by Whole Genome Sequencing;
  stored on-site; and results reported and/or samples submitted to CDC through various
  national programs; Public Health Laboratory Information System (PHLIS), National
  Antimicrobial Resistance Monitoring System (NARMS), and Influenza Surveillance, and
  PulseNet Bacterial Outbreak Surveillance.
- 2. SNPHL's additional mission is as a member of the CDC Laboratory Response Network (LRN) testing for the identification of potential biological weapons/agents on environmental daily samples within its unique BSL3 environment.

2024	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Select Agent Rule out (total PCR)	0											

- 3. SNPHL is clinically validated for using Whole Genome Sequencing (WGS) for the identification of Campylobacter species (select species), pathogenic Escherichia coli, and Salmonella species. SNPHL is also validated for the determination of Salmonella serotypes and STEC (Shiga toxin-producing E. coli) serotypes and Shiga toxin genes.
- 4. SNPHL performed 27 Whole Genome Sequencing tests (WGS) as part of PulseNet Foodborne Outbreak Surveillance in January 2024.
- 5. SNPHL has completed validation for all bacterial groups on the Bruker MALDI-TOF instrument for streamlined screening of bacterial isolates, to decrease turnaround time and modernize microbiological identification methods.

- 6. SNPHL is validated for sequencing of SARS-CoV-2 and variants of concern through the identification of lineages and clades.
- SNPHL has sustained capacity of sequencing many 192 SARS-CoV-2-positive RNA
  extracts per week with expectations of increasing this capacity with appropriate staffing,
  instrumentation, and method development. As of January 2024, SNPHL has sequenced
  91 SARS-CoV-2-positive RNA extracts.
- 8. SNPHL is clinically validated for the identification of Campylobacter species (select species), pathogenic Escherichia coli, and Salmonella species. SNPHL is also validated for the determination of Salmonella serotypes and STEC (Shiga toxin-producing E. coli) serotypes and Shiga toxin genes.
- 9. SNPHL coordinates and participates with Environmental Health and Veritas Labs for Legionella surveillance.

2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Legionella	29											

- 10. SNPHL provides vector testing for Environmental Services, Viral testing for Zika, West Nile, Western Equine Encephalitis, and Saint Louis encephalitis. Our facility hosted a CDC demonstration for the Vector team. In January, we tested a total of zero mosquito pool samples. There was no positive WNV mosquito pool samples identified in January. Environmental Health released the test result to the public after we informed the test result to them.
- 11. As part of the Gonococcal Isolation Surveillance Program (GISP) and enhanced GISP (eGISP), in January, a total of 48 clinical isolates, Neisseria gonorrhoeae ten (10) isolates and Neisseria meningitidis five (5) isolates, were collected and will be sent to either the regional laboratory for antimicrobial susceptibility testing (AST) or the CDC, respectively. Remnant NAATs or N. gonorrhoeae samples will be sent to the CDC for molecular-based AST testing as part of eGISP Part B.

#### D. All-Hazards Preparedness:

 SNPHL provides / assists testing for SNHD COVD Emergency Incident Response, local community outreach, CCDC jail-detention centers, institutions of higher education, and long-term nursing facilities Rapid-Antigen POC (CDC-EUA: Abbott IDNow; Qiagen Sofia; BD Vector) with outbreak confirmation RT-PCR testing supported by SNPHL.

- 2. SNPHL provides COVD Biosafety Training/Guidelines to Non-Traditional testing sites.
- SNPHL coordinates with training/exercises for First Responders including local Civil Support Team, HazMat, Federal Bureau of Investigation, and Las Vegas Metropolitan Police Department.
- SNPHL provides information to local laboratorians on CDC packaging and shipping infectious substances and the chain of custody procedures.
- 5. Provided onsite training for COVD online ordering applications for long-term care facilities.
- 6. Supplied Biosafety Guidance to Sentinel Sites regarding Monkeypox.
- 7. Furnished Monkeypox and Bivalent COVD Booster vaccination to laboratory staff.
- 8. Perpetuated Biosafety Training and guidance to SNPHL personnel.

#### E. January 2024 SNPHL Activity Highlights:

- 1. SNPHL has a stable CDC supply of Viral Transport Medium (VTM) used in COVD collection kits.
- 2. Passed the CAP MVP, CAP Infectious Disease, Resp, Biofire Respiratory Virus panel, CAP SARS-CoV-2, CAP MEGN proficiency test in January 2024.
- 3. The clinical health laboratory purchased three (3) instruments for clinical testing to enhance the community health service. SNPHL received the urine analysis and Hematology instruments. Currently, the validation for both instruments has begun.
- 4. Our Emergency Response laboratory started to validate the warrior panel and verification process with CDC.
- 5. According to the WGS and genomic data analysis, the Omicron variant JN.1\*, BA.2.\*, EG.5.\* lineages are domain lineages, 24%, 62%, and 5% respectively, in January, from the samples received in the laboratory. Our laboratory will keep sequencing the closed contact samples to help ODS to follow up on the investigation.
- 6. Identified zero Monkeypox positive test result in January 2024. The Whole Genome sequencing of January Monkeypox Positive samples has been completed. The clade for this case is IIb and the lineage is B.1.20 for three (3) sequencing data analyses.
- 7. According to the data of influenza surveillance in this flu season, the A/H3 and A/H1 are major subtypes of influenza and the percentage of ratio between three (3) subtypes are 68%, 19%, and 21%, respectively.
- SNPHL participates in the CDC Avian Flu surveillance project by sending the testing guidance and specimen collection procedure to the local hospitals through HAN system.

- Any ICU patient with influenza A positive must send the specimen to our laboratory to do influenza subtyping in order to rule out avian influenza.
- 9. SNHD Facilities is working on installing more security cameras in the BSL-3 laboratory in January 2024.
- 10. The builder/Architect for the SNPHL Lab expansion project has met facility team and laboratory staff to discuss the laboratory design. The builder/Architect had on-site visits and had lab tours. We all agreed to have weekly meetings to review and update the lab design on Thursdays at 9am.

#### F. COMMUNITY HEALTH - SNPHL - Calendar Year Data

January SNPHL Services	2023	2024	
Clinical Testing Services <sup>1</sup>	4,323	5,231	<b>↑</b>
Epidemiology Services <sup>2</sup>	530	1,378	<b>↑</b>
State Branch Public Health Laboratory Services <sup>3</sup>	9,247	265	<b>\</b>
All-Hazards Preparedness Services <sup>4</sup>	8	6	<b>\</b>
Environmental Health Services 5	0	29	<b>↑</b>

- <sup>1</sup> Includes N. Gonorrhoeae culture, GISP isolates, Syphilis, HIV, CT/GC molecular, Gram stain testing, and COVD Ab immunologic tests.
- <sup>2</sup> Includes Stool culture, EIA, Norovirus PCR, Respiratory Pathogen PCR, Epidemiological investigations, or consultations.
- <sup>3</sup> Includes COVD PCR, WGS, and LRN testing, proficiency samples, reporting to CDC, courier services, infectious substance shipments, teleconferences, training, presentations and inspections, samples submitted to CDC or other laboratories' submissions.
- <sup>4</sup> Includes Preparedness training, teleconferences, and Inspections.
- <sup>5</sup> Includes vector testing.



#### **MEMORANDUM**

Date: February 20, 2024

To: Southern Nevada Community Health Center Governing Board

From: Randy Smith, Chief Executive Officer, FQHC

Fermin Leguen, MD, MPH, District Health Officer

Subject: Community Health Center FQHC Operations Officer Report - January 2024

Division Information/Highlights: The Southern Nevada Community Health Center, a division of the Southern Nevada Health District, mission is to serve residents of Clark County from underserved communities with appropriate and comprehensive outpatient health and wellness services, emphasizing prevention and education in a culturally respectful environment regardless of the patient's ability to pay.

#### January 2024 Highlights

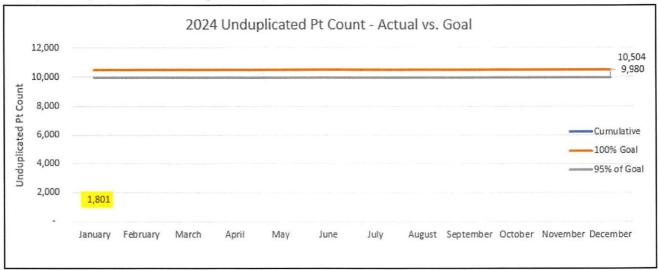
#### Administrative

- The HRSA annual UDS report initial submission has been completed.
- An application for the HRSA Service Area Competition Additional Area is being prepared.
- The Operations and IT teams are preparing for a transition to a newer version of eCW.
- A new License Mental Health provider has been hired for the Fremont health center.
- Ryan White and Sexual Health services are now being offered at the Fremont health center.
- The Refugee Health Clinic access expansion is complete and now being optimized.
- Employee engagement activities are underway with a focus on Trust, Retention, and Future Success.
  - Townhall listening sessions.
  - o Identification and participation of staff Champions
- The FY25 budget creation is underway.



#### Access

Unduplicated patients seen through January 31, 2024.



#### **Patient Visits**

Facility	Program	JAN '24	JAN '23	JAN YoY %	FY24 YTD	FY23 YTD	FY YTD YoY%
Decatur	Behavioral Health	157	135	16%	883	919	-4%
Decatur	Ryan White	258	180	43%	1,525	1,179	29%
Decatur	Family Health	488	70	597%	2703	1550	74%
Fremont	Family Health	306	202	51%	1086	805	35%
Total	Family Health	794	272	192%	3,789	2,355	61%
Decatur	Family Planning	204	271	-25%	1,010	1,692	-40%
Fremont	Family Planning	62	112	-45%	511	670	-24%
Total	Family Planning	266	383	-31%	1,521	2,362	-36%
ASEC	Sexual Health	132	106	25%	875	711	23%
Decatur	Sexual Health	600	607	-1%	3,975	4,122	-4%
Total	Sexual Health	732	713	3%	4,850	4,833	0.4%
Grand Tot	al	2,207	1,683	31%	12,568	11,648	8%



#### **Pharmacy Services**

	Jan-23	Jan-24		FY23	FY24		% Change YTD
Client Encounters (Pharmacy)	1,184	1,525	+	8,097	9,474	+	17.0%
Prescriptions Filled	1,602	2,154	<b>←</b>	10,810	13,195	+	22.1%
Client Clinic Encounters (Pharmacist)	64	24	+	328	214	+	-34.8%
Financial Assistance Provided	4	19	1	45	121	+	168.9%
Insurance Assistance Provided	4	17	1	11	44	1	300.0%

- A. Dispensed 2,154 prescriptions for 1,525 clients.
- B. The pharmacist completed 24 client clinic encounters.
- C. Assisted 19 clients to obtain medication financial assistance.
- D. Assisted 17 clients with insurance approvals.

#### HIV / Ryan White Care Program Services

- A. The Ryan White program received 64 referrals between January 1<sup>st</sup> and January 31<sup>st</sup>. There were three (3) pediatric clients referred to Medical Case Management program in January and the program received two (2) referrals for pregnant women living with HIV during this time.
- B. There were 822 total service encounters in the month of January provided by the Ryan White program (Linkage Coordinator, Eligibility Workers, Nurse Case Managers, Community Health Workers, Registered Dietitian, and Health Educator). There were 380 unduplicated clients served under these programs in January.
- C. The Ryan White ambulatory clinic had a total of 441 visits in the month of January: 31 initial provider visits, 171 established provider visits including 13 tele-visits (established clients). There were 11 nurse visits and 215 lab visits. There were 39 Ryan White clients seen under Behavioral Health by the Licensed Clinical Social Worker and the Psychiatric APRN during the month of January.
- D. The Ryan White clinic continues to implement the Rapid stART project, which has a goal of rapid treatment initiation for newly diagnosed patients with HIV. The program continues to receive referrals and accommodate clients on a walk-in basis. There were 12 patients enrolled and seen under the Rapid stART program in January.

#### FQHC-Sexual Health Clinic (SHC)

- A. The FQHC-Sexual Health Clinic (SHC) clinic provided 1,065 encounters to 771 unduplicated patients for the month of January. There were 132 unduplicated patients seen at the All-Saints Episcopal Church (ASEC) Outreach Clinic. There are currently 119 patients receiving injectable treatment for HIV prevention (PrEP).
- B. The FQHC- SHC is participating in a research project in collaboration with the University of San Diego, California (UCSD) looking at STI's as a tool for HIV prevention. The FQHC-SHC continues to collaborate with UMC on referrals for evaluation and treatment of neurosyphilis. The SHC is collaborating with the PPC- Sexual Health and Outreach Prevention Programs (SHOPP) with the



Gilead FOCUS grant to expand express testing services for asymptomatic patients and provide linkage to care for patients needing STI, Hepatitis C or HIV treatment services.

- C. The SHC staff continues to see patients for Mpox evaluation and referral for vaccine.
- D. One CHN nurse is continuing orientation in FQHC-SHC. Interviews were completed for one vacant PSR position. Recruitment has begun to fill one vacant MA position in SHC.

#### Refugee Health Program (RHP)

Services provided in the Refugee Health Program for the month of January 2024.

Client required medical follow- up for Communicable Diseases	
Referrals for TB issues	5
Referrals for Chronic Hep B	3
Referrals for STD	1
Pediatric Refugee Exams	19
Clients encounter by program (adults)	44
Refugee Health screening for January 2024	44
Total for FY23-24	363

#### Eligibility and Insurance Enrollment Assistance

As a team, the Eligibility Workers submitted a total of 43 applications for the month of January.

New outsourcing process established. This arrangement is not producing the patient support initially discussed. Alternative methods of outsourcing are being discovered now, particularly with the DWSS.

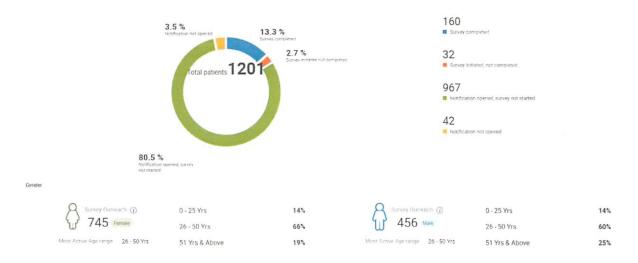
Applications	Status
40	Approved
1	Denied
20	Pending

#### Patient Satisfaction: See attached survey results.

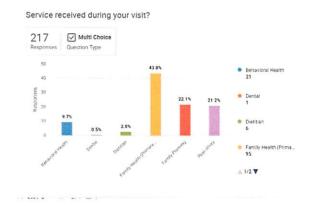
The Health Center continues to receive generally favorable responses from survey participants when asked about ease of scheduling an appointment, wait time to see their provider, care received from providers and staff, understanding of health care instructions following their visit, hours of operation, and recommendation of the Health Center to friends and family.

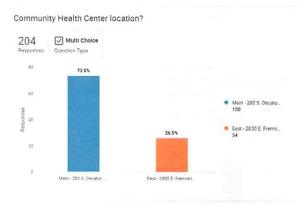
# Southern Nevada Community Health Center Patient Satisfaction Survey January 2024

#### Overview

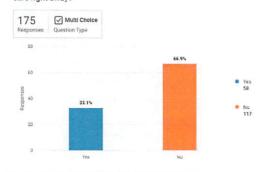


#### Service and Location

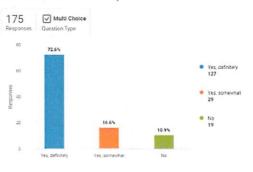




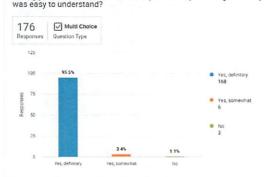
#### Provider, Staff and Facility



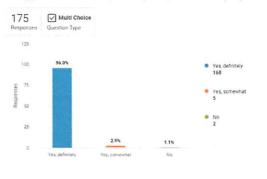
Was the recent visit as soon as you needed?

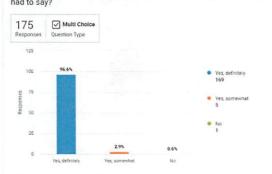


During your most recent visit, did this provider explain things in a way that was easy to understand?

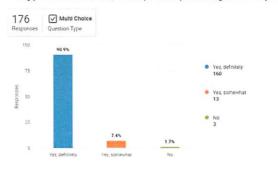


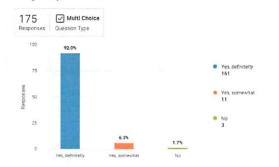
During your most recent visit, did this provider listen carefully to you?

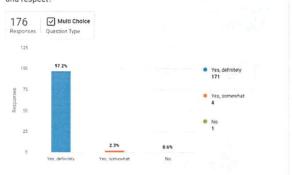




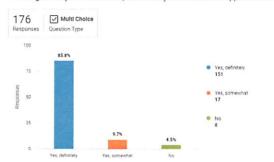
During your most recent visit, did this provider spend enough time with you?



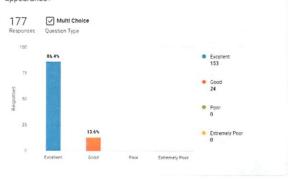


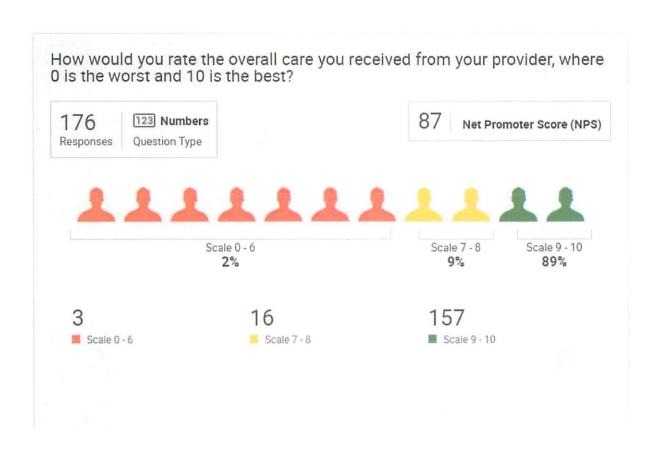


Thinking about your recent visit, was it easy to schedule an appointment?

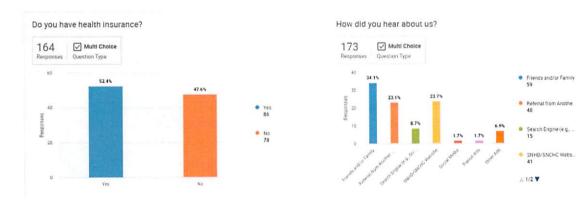


Thinking about the facility, how was the overall cleanliness and appearance?





#### General Information





## Memorandum

Date:

February 7, 2024

To:

Southern Nevada District Board of Health

From:

Rosanne Sugay, MD, MPH, AAHIVS, Acting Director of Disease Surveillance & Control

Cassius Lockett, PhD, Deputy District Health Officer-Operations

Fermin Leguen, MD, MPH, District Health Officer

Subject:

Disease Surveillance & Control Division Monthly Activity Report – January 2024

#### A. <u>Division of Disease Surveillance and Control</u>

1. Number of Confirmed and Probable Cases of Selective Illnesses Reported

\*This section has been modified to reflect calendar year reporting instead of fiscal year reporting, effective February 2023. This change is in line with MMWR reporting.

	Jan 2023	Jan 2024		YTD 23	YTD 24	
Sexually Transmitted						
Chlamydia	1055	988	+	1055	988	4
Gonorrhea	473	461	+	473	461	4
Primary Syphilis	23	9	+	23	9	4
Secondary Syphilis	28	7	<b>+</b>	28	7	4
Early Non-Primary, Non-Secondary <sup>1</sup>	62	21	<b>→</b>	62	21	4
Syphilis Unknown Duration or Late <sup>2</sup>	103	49	<b>→</b>	103	49	+
Congenital Syphilis (presumptive)	11	1	+	11	1	+
Moms and Babies Surveillance						
HIV Pregnant Cases	4	3	4	4	3	+
Syphilis Pregnant Cases	27	11	+	27	11	4
Perinatally Exposed to HIV	0	4	<b>1</b>	0	4	1

Early Non-Primary, Non-Secondary= CDC changed the case definition from Early Latent Syphilis to Early Non-Primary, Non-Secondary

Syphilis Unknown Duration or Late=CDC changed the case definition from Late Latent Syphilis to Syphilis Unknown Duration or Late

Vaccine Preventable	Jan 2023	Jan 2024		YTD 23	YTD 24	
Haemophilus influenzae, invasive disease	6	8	1	6	8	<b>↑</b>
Hepatitis A	0	0	<b>→</b>	0	0	<b>→</b>
Hepatitis B, acute	0	1	<b>1</b>	0	1	<b>↑</b>
Influenza	55	281	<b>↑</b>	55	281	<b>↑</b>

	Jan 2023	Jan 2024		YTD 23	YTD 24	
Pertussis	4	6	<b>↑</b>	4	6	1
Enteric Illness						
Campylobacteriosis	16	11	4	16	11	4
Cryptosporidiosis	1	0	+	1	0	+
Giardiasis	4	0	+	4	0	+
Rotavirus	2	0	+	2	0	4
Salmonellosis	14	9	4	14	9	4
Shiga toxin-producing Escherichia coli (STEC)	5	5	<b>→</b>	5	5	>
Shigellosis	4	9	<b>↑</b>	4	9	<b>↑</b>
Other						
Candida auris	51	24	+	51	24	<b>\</b>
Coccidioidomycosis	21	9	+	21	9	<b>\</b>
Hepatitis C, acute	0	0	<b>→</b>	0	0	<b>→</b>
Invasive Pneumococcal Disease	29	37	<b>1</b>	29	37	<b>↑</b>
Lead Poisoning	12	9	+	12	9	4
Legionellosis	2	0	+	2	0	4
Meningitis, aseptic	1	1	<b>→</b>	1	1	<b>→</b>
Meningitis, Bacterial Other	0	0	<b>→</b>	0	0	<b>→</b>
Streptococcal Toxic Shock Syndrome (STSS)	4	1	4	4	1	4
New Active TB Cases Counted (<15 yo)	0	1	<b>1</b>	. 0	1	>
New Active TB Cases Counted (>= 15 yo)	4	6	<b>1</b>	4	6	<b>↑</b>

#### 2. Number of Cases Investigated by ODS

Monthly DIIS Investigations CT/GC/Syphilis/HIV/TB	Contacts	Clusters <sup>1</sup>	Reactors/ Symptomatic/ Xray <sup>2</sup>	OOJ/ FUP³
Chlamydia	6	0	29	0
Gonorrhea	8	0	24	0
Syphilis	60	3	346	1
HIV/AIDS (New to Care/Returning to Care)	26	0	88	0
Tuberculosis	14	0	7	0
TOTAL	114	3	494	1

Clusters= Investigations initiated on named clusters (clusters= named contacts who are not sex or needle sharing partners to the index patient)

Fup= Investigations initiated to follow up on previous reactors, partners, or clusters

#### 3. ACDC COVID-18 CT Staffing and Activities

- a. Contact Tracers (CTs) SNHD
  - i. SNHD staff, Current Total: 18

<sup>&</sup>lt;sup>2</sup> Reactors/Symptomatic= Investigations initiated from positive labs or reported symptoms

OOJ= Investigations initiated Out of Jurisdiction reactors/partners/clusters

- 1. Lead CTs 4
- 2. Contact Tracers; investigators and outreach 14

#### b. Testing

- i. Contact tracing team continues to work the College of Southern Nevada (CSN) (2 sites) outreach testing on any testing day, overall >80% CTs rotating to testing sites
- ii. Strike teams for testing are deployed for outbreak and clusters identified as necessary
- iii. Vending Machines providing accessible antigen home kits to vulnerable populations.
- iv. Coordinating Covid Antigen test kit Distribution through CBO partnerships
- c. Contact Tracing/Outreach/Outbreak Investigations
  - Priorities CTs prioritize outbreak reports, and reports of multiple cases in settings of high-risk transmissions and vulnerable populations. This may include, but not limited to, detention centers, homeless shelters, daycares, and congregate settings.
- 4. Disease and Outbreak Investigations
  - a. Monkeypox: As of January 31, 2024, Clark County had 311 cases of monkeypox.
  - b. Influenza: SNHD started the influenza surveillance for the 2023-2024 season on October 7, 2023. Influenza surveillance for Clark County, Nevada includes data collected from local acute care hospitals and other healthcare providers. Nationwide, seasonal influenza activity is elevated and continued to increase in parts of the country. Statewide, the outpatient respiratory illness activity in Nevada has been moderate. Locally, as of 2/7/2024, for the 2023 2024 influenza season, 827 influenza-associated hospitalizations and 55 deaths associated with influenza were reported. Influenza A has been the dominant type circulating. The influenza surveillance will continue through 5/18/2024.
  - c. Foodborne outbreak investigation: Staff responded to an outbreak event on 1/9/2024 in which 5 individuals ate at a sushi restaurant and subsequently became ill. Symptoms were reported for all 5 individuals, with diarrhea, vomiting, stomach cramps, and fevers. ACDC staff responded to these complaints made through the SNHD Foodborne Illness reporting system, interviewed the affected parties, and established a food history. Three additional third-party complaints were identified, concerning improper food storage, and becoming ill after dining at the restaurant. Environmental Health was notified, and the restaurant was given a "B" grade due to multiple hand washing violations, cross contamination of surfaces, and several other issues identified. ACDC staff were able to secure samples from 2 of the 5 affected complainants, and these samples came back positive for Sapovirus.

d. Large Scale TB Contact Investigation: ODS received reports of two Active TB cases in November and December 2023 that involved exposures within the Clark County School District. One of the cases had been ill for over one year before receiving their diagnosis. ODS coordinated with the school district to conduct onsite testing at the schools impacted, that began January 3<sup>rd</sup> and 4<sup>th</sup>, and January 30<sup>th</sup> through February 2<sup>nd</sup>. These efforts resulted in over 700 contacts being tested during these events.

#### 5. Non-communicable Reports and Updates

a. Naloxone Training: SNHD is training and distributing naloxone (Narcan®) to first responders and members of key community sectors throughout Nevada to better respond to the large-scale burden of opioid overdoses. SNHD is receiving naloxone through SAMHSA's First Responders-Comprehensive Addiction and Recovery Act (FR-CARA) grant which began on September 30, 2022. SNHD is also distributing naloxone through the CDC's Overdose Data to Action (OD2A) funding. ODS has implemented a policy for SNHD staff to carry and administer Naloxone. ODS has also been given permission at the Clark County Detention Center to place Naloxone in a person's property at the facility.

The following Naloxone trainings/distributions have taken place in the month of January:

Naloxone Distribution	Agency	# Trained	# of Naloxone doses distributed
1/3/2024	Fusion Community Inc	10	
1/9/2024	Rio Hotel and Casino	12	
1/11/2024	Dr. Miriam and Sheldon G. Adelson Drug Abuse Clinic		400
1/11/2024	NDOC - Southern Desert		150
1/11/2024	Toni's House		600
1/11/2024	City of Henderson PD		360
1/11/2024	SNHD - MRC	22	24
1/11/2024	The El Cortez	25	
1/16/2024	Happy Campers		200
1/16/2024	F.A.I.T.H. Behavioral Services and Wellness Center		100
1/16/2024	LVMPD METRO		500
1/16/2024	Sober Testing Services		400
1/16/2024	MGM		40
1/17/2024	Refuge for Women	8	
1/18/2024	Binion's	10	
1/18/2024	Erica Cooper Community Outreach		144
1/18/2024	City of Henderson		800

1/18/2024	Bartender Supply		200
1/18/2024	WestCare		1000
1/18/2024	The Moorish Science Temple of America, Inc. BT#57		200
1/18/2024	Valley View Community Cares		200
1/18/2024	Foundation for Recovery		400
1/18/2024	NDOC - High Desert		200
1/18/2024	Rio Hotel and Casino		100
1/18/2024	The Center		700
1/18/2024	Fusion Community Inc		700
1/18/2024	Sahara Hotel and Casino		60
1/18/2024	Summit View Youth Center		72
1/18/2024	Caesar's Entertainment		350
1/18/2024	Shine a Light		800
1/22/2024	WC Health	2	
1/23/2024	TINHIH		900
1/23/2024	The Strat		200
1/23/2024	The Cupcake Girls		700
1/24/2024	Mirage/Hard Rock	30	48
1/25/2024	Wynn		40
1/25/2024	Nevada Department of Wildlife		20
1/25/2024	Boulder City Municipal Court		300
1/3/2024	Distro to community	26	52
1/4/2024	Distro to clients	8	16
1/10/2024	Harm Reduction in identified overdose hotspot 13th/Mesquite & Olive/Russell	35	70
1/16/2024	January 18th Outreach	35	70
1/22/2024	Jail clients being discharged	35	70
1/25/2024	Outreach 01/25/2024	35	70
1/25/2024	DIIS outreach at AVN	25	50
1/31/2024	Client Distro	4	8
1/31/2024	Distro to community	23	46
1/25/2024	Binion's		48
1/25/2024	Henderson Comprehensive Treatment Center		200
1/25/2024	SNHD - FQHC		180
1/25/2024	Las Vegas Comprehensive Treatment Center		100

1/25/2024	Trac-B Exchange		400
1/25/2024	City of Las Vegas Courts	12	
1/30/2024	Recuperative Care Center	9	
Total		366	12288

b. Overdose Data to Action (ODTA): The ODS ODTA Health Education team monitors the Fentanyl Test Strip Program.

The following participating agencies and internal SNHD programs received FTS during the month of January:

1/16/2024 Happy Camper Overdose Response (800 Strips)
1/23/2024 The Center (2400 Strips)
1/24/2024 Foundation for Recovery (300 Strips)
1/24/2024 Community Volunteers (100 Strips)
1/24/2024 Valley View Community Cares (2400 Strips)

#### 6. Prevention - Community Outreach/Provider Outreach/Education

a. Ongoing promotion continues of the <u>Collect2Protect</u> (C2P) program, an online service for those requesting testing for gonorrhea, chlamydia, and athome HIV test kits. The C2P program allows users to order an at-home HIV test kit conveniently and privately, at no cost and get their results at home. Test kits for chlamydia and gonorrhea are also available for a fee. Express Testing will also be available at SNHD's main public health center, 280 S. Decatur Blvd., Las Vegas, for those who are asymptomatic and would like to get tested and know their HIV status. ODS continues to work with OOC to help promote C2P on SNHD web sites, social media and with the help of community partners. The Center, and AHF continue to offer ongoing HIV/STD, PrEP/PEP, and rapid stART services to the community.

Free HIV testing is also available from 8 a.m. – 4:30 p.m. at the Southern Nevada Health District, 280 S. Decatur Blvd., Las Vegas, NV 89107 through the Express Testing/Annex A clinic.

- b. ODS has teamed with community partners to participate at outreach events. This month we partnered with SWAid to be onsite at the AVN Adult Convention held at Resorts World on January 25, 2024, to handout information about PrEP, condoms, and naloxone kits. Our collaboration and presence at events in the community like these is key to gaining community trust and to help destigmatize HIV/STI testing which is vital to ending the HIV epidemic.
- c. TB Surveillance developed a laminated flyer titled "Is it TB?" The content includes messaging that encourages providers to "think TB" when talking to their patients about their risks and symptoms. Additionally, there is reporting information and a QR code that links to the provider education training: <a href="https://lp.constantcontactpages.com/su/p26ucWo/TBRRegistration">https://lp.constantcontactpages.com/su/p26ucWo/TBRRegistration</a>

#### B. High Impact HIV/STD/Hepatitis Screening Sites

Testing is currently offered at Trac-B for HIV and Hep C. Also, The Center is offering screenings for HIV, Hep C, Gonorrhea, Chlamydia and Syphilis to the community Monday-Thursday from 1pm-5pm and every Saturday from 9am-2pm. AHF is also offering HIV and STD screenings at their Wellness Clinic locations on Monday, Wednesday, and Friday, and on their MTU.

Office of Disease Surveillance- HIV Prevention Screening/Testing Efforts										
Prevention - SNHD HIV Testing	Jan -23	Jan-24		YTD 23	YTD 24					
Outreach/Targeted Testing	874	481	4	874	481	4				
Clinic Screening (SHC/FPC/TB)	444	285	4	444	285	4				
Outreach Screening (Jails, SAPTA)	113	230	1	113	230	1				
Collect2 Protect	20	6	4	20	6	4				
TOTAL	1451	1002	4	1451	1002	4				
Outreach/Targeted Testing POSITIVE	6	0	+	6	0	4				
Clinic Screening (SHC/FPC/TB) POSITIVE	1	0	4	1	0	4				
Outreach Screening (Jails, SAPTA) POSITIVE	0	0	<b>→</b>	0	0	>				
Collect2 Protect POSITIVE	0	0	<b>→</b>	0	0	<b>→</b>				
TOTAL POSITIVES	7	0	4	7	0	4				

#### C. Staff Facilitated/Attended the following Trainings/Presentations

- 01/05/2024: Clark County Children's Mental Health Consortium (CCCMHC) meeting attended by ODS Health Educator Staff as Chair; ~48 people in attendance from multiple agencies; 2 SNHD ODS staff attendees.
- 2. 01/10/2024-01/11/2024: Co-Facilitated Empower Change: Rapid HIV Testing and Counseling Training; 14 people in attendance, 3 ODS Health Educator attendees.
- 01/10/2024 -01/12/2024: "2024 NCSP Raising Hope Conference" presented by ODS Health Educator as subject matter expert; ~75 people in attendance; 1 SNHD ODS staff attendee.
- 4. 01/10/2024: Attended HIDTA x SNHD x LVMPD meeting to discuss overdose prevention resources for people who have survived overdose; 15 people in attendance; 5 ODS Staff attendees.
- 5. 01/10/2024: Appointed representative to Attorney General's SURG meeting to approve 2023 recommendations; 20 people in attendance; 1 ODS Health Educator attendee.
- 01/11/2024: Presented at the SNHD All-Hands Meeting Community Health Assessment Kick-Off Steering Committee Interest; ~500 people in attendance; 7 ODS Health Educator attendees.
- 7. 01/14/2024: Co-Facilitated the Crisis Call Training with the Office of Suicide Prevention; 17 people in attendance; 2 ODS SNHD staff attendees.
- 8. 01/16/2024: Presented to AETC's "HIV Disclosure for Dignity Health"; 7 people in attendance; 1 ODS Health Educator attendee.

- 9. 01/17/2024: "Maintaining Personal Safety During Field Notifications" training attended by ~30 people in attendance; 2 SNHD ODS staff attendees.
- 10. 01/17/2024: Fentanyl Test Strip Training facilitated by ODS; 2 people in attendance.
- 11. 01/17/2024: "Gaining Buy-In for the MAPP Process Engaging Key Stakeholders NACCHO Focus Group" training; 40 people in attendance; 1 ODS Health Educator attendee.
- 12. 01/17/2023: Facilitated Southern Nevada HIV Prevention Planning Group (HPPG) meeting; 22 people in attendance; 10 ODS Staff attendees.
- 13. 01/17/2024: Facilitated training to Refuge for Women Overdose Response with Naloxone Training; 9 people in attendance.
- 14. 01/20/2024: Appointed SNHD representative to Clark County Task Force Meeting received on-boarding and other information about task force; 20 people in attendance; 2 ODS Staff attendees.
- 15. 01/23/2024: Clark County Children's Mental Health Consortium (CCCMHC) Public Awareness Workgroup meeting attended by ODS Health Educator Staff as a representative; ~16 people in attendance from multiple agencies; 2 SNHD ODS staff attendees.
- 16. 01/23/2024: Panelist Member speaking for P3 Webinar: Empowering the HIV Community: Strategies for Education, Engagement, and Self-Promotion; 100 people in attendance; 1 ODS Health Educator attendee.
- 17. 01/24/2024: Facilitated and presented to the 2025 Community Health Assessment (CHA) Steering Committee Kick-off meeting; 30 people in attendance from multiple agencies; 5 SNHD ODS staff attendees.
- 18. 01/24/2024: Children's Mental Health Action Coalition State Level Leadership Committee; 15 people in attendance; 1 ODS SNHD staff attendee.
- 19. 01/25/2024: "Mental Health First Aid for Adults" training facilitated by ODS Health Educator Staff; 32 people in attendance.
- 20. 01/30/2024: ODTA 2.0 Kick-off meeting facilitated by ODS Health Educator Staff; ~27 people in attendance from multiple agencies; 9 SNHD ODS staff attendees.
- 21. 01/30/2024: Facilitated "Making Every Door the Right Door" training for Signs of Hope; 4 people in attendance; 1 ODS Health Educator attendee.
- 22. 01/30/2024: SNHD Office of Public Health Preparedness (OPHP) ICS IC Training; 10 people in attendance; 10 ODS Staff attendees.
- 23. 01/30/2024: Facilitated training to Recuperative Care Center Overdose Response with Naloxone Training; 6 people in attendance; 1 ODS Health Educator attendee.

#### D. Other

 Communicable Disease Statistics: December 2023 and Quarter 4 2023 disease statistics are attached (see Table 1).

#### **MONTHLY REPORT - January 2024**

#### OFFICE OF INFORMATICS AND EPIDEMIOLOGY (OIE)

#### A. EpiTrax and Data Warehouse

- a. Work with Epi and Surveillance teams to monitor system and applications, and investigate, review, troubleshoot, and resolve issues. Ongoing user account support and form updates: Monkeypox form, HIV Linkage form, Hepatitis A
- b. Continue to update and enhance Data Warehouse- Epitrax STD Co-infections identification Pentaho report updates: TB Contact Results, Active TB by Status Perform daily task/issue review with Informatics team and weekly review with Epi teams, Surveillance teams and end users. Continuing management of Teams tasks to resolve issues. 308 tasks have been completed.
- c. Person Deduplication automation script completed.
- d. Epitrax duplicate form variable name issue resolved.
- e. Epitrax form for required CDC MMG fields developed, added.
- f. Epitrax custom form display enhancement completed.
- g. Epitrax NORS form implementation planning completed; implementation underway.

#### B. Electronic Message Staging Area (EMSA)

- a. Maintain and enhance systems and provide support to staff.
- b. Continue to work on EMSA2: mapping new codes, incoming labs, data processing and logic review for exceptions and errors.
- c. Message exception review sessions.
- d. EMSA2 condition logic updated for Mycobacteria Atypica, Coccidioidomycosis, Shiga toxin-producing E. Coli, Hepatitis B
- e. UMC reporter exception mapping for ECR.

#### C. Southern Nevada Public Health Laboratory (SNPHL)

- a. Continue National Respiratory and Enteric Virus Surveillance System (NREVSS) support.
- b. Interoperate with other internal and external systems. Ongoing interface upkeep with full data clean-up, security updates, and server maintenance. This has been set as a priority as requested by Harvest.
- c. Continue SNPHL data warehouse cleanup and maintenance.
- d. Maintain COVID interface between instruments, COVID POD app and Orchard, to include COVID testing and reporting as needed. Implementing combined testing for SNPHL of Covid/Flu for certain testing locations. Modifications will be needed for the current automated processes to support this change. A temporary result delivery system for providers was created based on NPI number and location. System is ready for implementation.
- e. Continue exploring the acquisition and implementation of the Outreach Module for Orchard to make specimen ordering and result delivery from/to partners more efficient and timelier. Project go-live June 2024.
- f. Continue making modifications to the LRN-B interface for CDC requested changes.

#### D. Electronic Health Record (EHR) System

- Maintain the system for COVID test ordering and COVID vaccination. Configuration modifications to improve charting, reporting efficiency and to accommodate new locations and services.
- ii. Continue data transfer to Wellpartner on prescription notification from eClinicalWorks (eCW).
- iii. Discussion on prioritizing projects and tickets with Strategic Account Manager.
- iv. Continue data extraction and processing using Fast Healthcare Interoperability Resources (FHIR).

- v. Continue adoption of Azara, the data warehouse/analytics platform.
- vi. New configurations built for Primary and Preventive Sexual Health Outreach and Prevention Program (PPC-SHOPP), e.g., POC Tests, Resources, and Facilities.
- vii. Planning and preparations for data submission for Uniform Data System (UDS) and Family Planning Annual Report (FPAR).
- viii. Configuration Modifications for the Healthy Start Program (Maternal Child Health)
- ix. Configuration Modifications for Diagnostic Imaging for certain providers.
- x. Continue discussions for consolidation/streamlining of Sexual History Documentation.

#### E. Clark County Coroner's Office (CCCO)

- a. Continue to provide support to CCCO on new CME implementation, testing, data requests, and reports. Providing post go-live support.
- b. Fulfill internal and external data requests using aggregated death data.
- c. Provide reports and media requests for various agencies.

#### F. COVID19 Support

- a. Maintain COVID interface between instruments, COVID POD app and Orchard, to include COVID testing and reporting as needed.
- b. Provide support by automating COVID19 hospitalization notifications, demographic extracts, lab tests and treatment information from HIE CCDs for public health surveillance.
- Completed redesign of COVID19 dashboard to match CDC's COVID dashboard layout and data metrics. Updated vaccination data up to December 2023.
- d. Maintain and enhance COVID19 lab results portal.
- e. Attend bi-weekly meetings with UNLV for COVID19 race/ethnicity data geocoding and geospatial analysis.
- f. Bi-weekly upload of State COVID vaccine files.
- g. Maintenance of data pipeline from Nevada Hospital Association for occupied beds.

#### G. API Server

i. Continue enhancing API server to extend functionality for internal processes and 3<sup>rd</sup> party app.

#### H. Data Modernization Initiative (DMI)

- a. Continue to work with the Sate on DMI project.
- b. eCR project: UMC reporter onboarding in progress, with full implementation in production projected for Feb 2024.
- c. Internal OCR workflow saved and documented.
- d. Evaluation of new OCR vendor underway.
- e. State GENV2 Generic MMG excel document comparison.
- f. Continue collaboration with the State on matching data formats for submission to CDC.
- g. Implementation of all CDC required data fields in Epitrax custom forms.
- I. National Syndromic Surveillance Platform/Electronic Surveillance System for the Early Notification of Community-Based Epidemics (ESSENCE)
  - a. Continue to maintain and enhance syndromic system for new providers and future support.
  - b. Dignity Health and United Health Services transitioned from Cerner's HealthSentry to Public Health Surveillance platform for public health reporting.
  - c. Planning meeting for upcoming Superbowl event.

#### J. Grant Updates

- a. ELC ED extension budget completed and submitted to the state.
- b. ELC EDX extension budget is in progress and will be submitted to the state by 2/9/2024.
- c. COVID health disparity grant extension request sent to CDC for approval.
- d. ELC ED and PHEP Q2 quarterly progress reports completed.

#### K. Reports

- i. The following FQHC/Clinical reports were completed and submitted:
  - Reports for Chronic Disease Prevention & Health Promotion
  - PrEP Data and reporting in eCW for EHE.
  - · Data reporting, STD Clinic EHE Learning Community Working Group
  - EPI data request RW
  - RSR Completeness Report and annual report for RW Part B
  - DRVS HIV Module + Ryan White Reporting
  - MPOX Immunization All Facility Report revision
  - PrEP reason report for Disease Surveillance
  - New FP Provider Report
  - FQHC Financial Reporting
  - RN visits reports
  - Weekly Patient Age Group Count report for Office of Preparedness
  - EpiTrax warehouse access
  - · SBIRT report for ODTA grant

#### ii. Epidemiology Reports:

- COVID-19 trend reports (public and internal versions)
- Weekly COVID Variants Report updated to include variant data from wastewater surveillance.
- Data quality reports to support the Office of Disease Surveillance's activities and STD/HIV grant deliverables.
- Monthly Drug Overdose Report Internal
- Monthly BOH report
- · Ran daily, biweekly, bimonthly, and monthly COVID reports.
- Weekly Mpox case and vaccination report
- Ongoing monthly and quarterly reports for FOCUS HIV grant project
- Monthly NVDRS, SUDORS and NCLPP reports.
- Influenza report weekly.
- Outreach site HIV testing stats-weekly
- EPT report- weekly

#### iii. Other report updates:

- Daily, weekly, and monthly SNPHL reports and upkeep.
- State NETSS weekly/YTD report
- Continue working on the Health Southern Nevada, Chronic Disease Dashboard.
- CSTE/CDC Forecasting Workgroup calls
- DIIS performance report discussion with ODS

#### L. Training

- Staff attended and/or completed the following trainings, conferences, presentations, and webinars:
  - · Attending EPI OCR working meetings.
  - Attending weekly EMSA learning meetings with Utah.
  - One epidemiologist attended and passed the planning section chief course with the Nevada Department of Emergency Management.
  - · Senior Epidemiology staff attended Module 4, LEADS training.
  - · OIE Staff attended the A3 Report Quality Control training.

- Epidemiology staff attended the Implicit Bias training provided by the SNHD Health Equity Team.
- One epidemiologist attended a "Caring for People with Xylazine-Associated Wounds" webinar.
- The Medical epidemiologist attended the Nevada Academy of Family Physicians Winter CME Meeting and gave a presentation on HIV Stigma to fulfill requirements of SB439.
- Epidemiology staff attended other meeting covering health equity topics and using American Community Survey data.

#### M. Contracts

i. Working on contract for Open Enterprise Master Person Index (OpenEMPI)

#### N. Other Projects

- i. Continue to maintain and enhance iCircle web application for OEDS. Continuous user account support, site maintenance, data corrections and updates.
- ii. Continue to meet and work on UNLV Base model project.
- iii. Assist Epidemiology and Surveillance programs, Office of EMS/Trauma System, Environmental Health, and Clinic Services with various data requests, data exports, and report generation.
- iv. Support online sign-up application for Syringe Vending (harm reduction) for Trac-B.
- v. Working on Women's Health Associates of Southern Nevada (WHASN) ELR feed implementation. Processing Gonorrhea/Chlamydia results via ELR.
- vi. Maintenance of the NHA Data Webservice Script.
- vii. OD2A phase 2, Component B. Data import process completed. Dashboard layout planning is underway.
- viii. Monthly Presentation on Death certificates for Residents doing rotations at SNHD.
- ix. NVCLPPP lead portal data review and quarterly advisory board meeting.
- x. SNHD hosted, and several epi staff attended the Child Death Review meeting for Jan 2024.
- xi. Continue working on Healthy Start Project.
- xii. Refreshed Vital Records database.



### December 2023: Clark County Disease Statistics\*

	202	1	202	2	2023		
Disease	December YTD		December YTD		December	YTD	
VACCINE PREVENTABLE							
COVID-19	40.238	199,750	5,904	207,262	2,139	19,928	
Haemophilus influenzae, invasive	1	13	4	24	4	31	
Hepatitis A	1	3	0	7	2	8	
Hepatitis B, acute	2	17	0	20	4	29	
Hepatitis B, chronic	52	621	77	798	113	1402	
Influenza	16	73	486	1263	595	102	
Meningococcal disease (N. meningitidis)	0	0	0	0	0		
Pertussis	3	24	0	80	12	5	
RSV	885	2.687	1.093	6,170	1,588	3,21	
SEXUALLY TRANSMITTED		2,00.	.,		.,		
Chlamydia	1015	13033	1264	12829	1040	1265	
Gonorrhea	554	7191	600	6412	477	5813	
HIV	29	448	23	466	31	488	
Stage 3 HIV (AIDS)	9	181	9	176	11	169	
Syphilis (Early non-primary, non-secondary)	43	662	84	730	49	61	
Syphilis (Primary & Secondary)	42	733	47	715	33	548	
CONGENITAL CONDITIONS	42	100	- 41	110	00	040	
Hepatitis C, Perinatal Infection	1	6	0	0	0		
Congenital Syphilis	6	35	7	50	4	5	
2 11	0	33	ı	50			
ENTERICS	0	2	0	1	0	-	
Amebiasis	7	126	7	131	8	192	
Campylobacteriosis		17			0	13	
Cryptosporidiosis	3		5	18 46	4	7	
Giardiasis	5	44 29	3	133	2	104	
Rotavirus						203	
Salmonellosis	10	150	11	157 72	8 2	5	
Shiga toxin-producing E. coli (STEC)	6	54 73	7	75	5	8	
Shigellosis			6				
Vibriosis (Non-cholera Vibrio species infection)	1	4	0	7	0	14	
Yersiniosis	1	11	1	8	0	14	
OTHER							
Brucellosis	0	0	0	1	0		
Coccidioidomycosis	9	173	20	160	24	27	
Exposure, Chemical or Biological	1	3	0	9	1		
Hepatitis C, acute	0	2	1	4	0		
Hepatitis C, chronic	238	3,302	195	2,948	129	2,37	
Invasive Pneumococcal Disease	27	130	45	220	39	22	
Lead Poisoning	8	97	14	138	3	16	
Legionellosis	1	22	2	27	1	3	
Listeriosis	0	2	0	4	0		
Lyme Disease	0	13	0	9	0		
Malaria	-0	2	0	7	0		
Meningitis, Aseptic	1	33	0	33	0	3	
Meningitis, Bacterial Other	1	12	0	10	1	1	
Meningitis, Fungal	0	4	0	5	0		
Q Fever, acute	0	1	0	0	0	Bress N	
Rabies, exposure to a rabies susceptible animal	16	264	29	326	14	33	
Spotted Fever Rickettsiosis	0	1	0	1	0		
Streptococcal Toxic Shock Syndrome (STSS)	0	17	2	10	2	3	
Tuberculosis (Active)	3	56	0	51	6	7	

<sup>&</sup>quot;The total number of cases presented in this report is subject to change due to possible delays in reporting and processing. Cases are counted based on CDC case definitions. HIV/AIDS/TB case counts are provided on a quarterly basis.

<sup>-</sup>Diseases not reported in the past two years or during the current reporting period are not included in this report.

<sup>~~</sup>Hepatitis C, chronic, numbers have changed due to surveillance decisions within the Office of Epidemiology & Disease Surveillance.

<sup>---</sup>Monthly rates & monthly rate comparisons were removed from the Clark County Disease Statistics monthly report after July 2018 due to new data suppression rules adopted by the Office of Epidemiology & Disease Surveillance. Please see the Clark County Disease Statistics quarterly report for quarterly rates & quarterly rate comparisons.



#### Quarter 4, 2023: Clark County Disease Statistics\*

	2021		2022		2023		Rate (Cases per 100,000 per quarter)		Quarter Rate Comparison	
Disease	Qtr 4	YTD	Qtr 4	YTD	Qtr 4	YTD	Qtr 4 (2018-2022 aggregated)	Qtr 4 (2023)	Change b/t current & past 5-year?	
VACCINE PREVENTABLE										
Haemophilus influenzae, invasive	4	13	9	24	6	31	0.20		-	
Hepatitis A	2	3	1	7	2	8	0.12		-	
Hepatitis B, acute	4	17	3	20	7	29	0.09		-	
Hepatitis B, chronic Influenza	156	621	187	798	368	1,402	4.03	5.07	1X	
Meningococcal disease (N. meningitidis)	26 0	73	786 0	1,263	808	1,025	8.91	11.13	†X	
Mumps	0	0	0	1	0	0	-	-	-	
Pertussis	11	24	17	80	31	58	0.27	0.43	1	
RSV	1.992	2,687	5,019	6,170	2,453	3,215	42.52	33.79	LX	
SEXUALLY TRANSMITTED	1,552	2,007	0,010	0,110	2,400	3,213	42.32	33.18	1/	
Chlamydia	3,082	13,032	3,238	12,829	3,075	12,656	87.46	42.36	ΙX	
Gonorrhea	1,659	7,190	1,635	6,412	1,514	5,813	41.87	20.86	ix	
HIV	73	421	106	441	109	488	2.19	1.50	ix	
Stage 3 HIV (AIDS)	29	174	35	150	50	169	0.90	0.69	1	
Syphilis (Early non-primary, non-									1X	
secondary)	147	662	239	730	147	618	3.88	2.02		
Syphilis (Primary, Secondary)	171	733	159	715	104	548	4.22	1.43	įX.	
CONGENITAL CONDITIONS										
Hepatitis C, Perinatal Infection	3	6	0	0	0	1			-	
Congenital Syphilis ENTERICS	11	35	14	50	8	51	45.18		-	
		_						,		
Amebiasis Campylobacteriosis	20	126	37	131	0	4	0.00	0.05	-	
Cryptosporidiosis	4	17	6	131	47	192	0.88	0.65	1	
Giardiasis	13	44	10	46	17	12 71	0.10 0.29	0.23	-	
Rotavirus	7	29	7	133	8	104	0.18	0.23	1	
Salmonellosis	33	150	35	157	45	203	0.80	0.62	-	
Shiga toxin-producing E. coli (STEC)	5	54	18	72	15	57	0.26	0.02	+ +	
Shigellosis	17	73	21	75	26	86	0.53	0.36	+	
Vibriosis (Non-cholera Vibrio species					20	Ou	0.00	0.50	+	
infection)	2	4	2	7	2	6			-	
Yersiniosis	3	11	2	8	3	14			-	
OTHER										
Coccidioidomycosis	47	173	52	160	70	272	1.07	0.96	1	
Encephalitis	0	1	2	15	0	0			-	
Exposure, Chemical or Biological	1	3	0	9	2	3	-			
Hepatitis C, acute	0	2	2	4	2	5	0.09		-	
Hepatitis C, chronic	758	3,302	626	2,948	386	2,377	21.96	5.32	↓X	
Invasive Pneumococcal Disease Lead Poisoning	49 18	130	94	220	75	225	1.65	1.03	TX	
Legionellosis		97	41	138	40	165	0.71	0.55	1	
Listeriosis	6	22	5	27	2	30	0.16		-	
Lyme Disease	3	13	1 3	9	2	1 9			-	
Malaria	1	2	0	7	0	7				
Meningitis, Aseptic	7	33	8	33	6	31	0.28	-	-	
Meningitis, Bacterial Other	4	12	4	10	4	12	0.19		-	
Meningitis, Fungal	0	4	0	5	0	0	0.10	-	-	
Spotted Fever Rickettsiosis	0	1	1	1	0	0			-	
Streptococcal Toxic Shock Syndrome			17.0				-	-		
(STSS)	0	17	5	10	10	36	0.09		-	
Tuberculosis, Active	17	56	7	51	21	76	0.33	0.29	1	
West Nile Virus neuroinvasive disease	0	0	0	0	1	2			-	

<sup>\*</sup>Use of illness onset date in data aggregation for cases other than STD or TB (since Jan-2013) causes changes in cases reported here from previously released reports. Numbers are provisional including confirmed, probable, and suspect cases that are reportable to CDC. HIV/AIDS/TB case counts are provided on a quarterly basis. Rate suppression denoted by "for rates corresponding to case counts < 12.

<sup>~</sup>Diseases not reported in the past five years (aggregate data) and not reported during the current reporting period are not included in this report.

<sup>0--</sup>Confidence intervals (not shown) for the quarterly disease incidence rates provided a basis for an informal statistical test to determine if the current quarterly rates changed significantly from those of the previous 5-year aggregated rates. Green text represents rates that decreased significantly, whereas re0d text represents rates that increased significantly. Statistically significant changes are indicated by "X."



## Memorandum

Date:

February 22, 2024

To:

Southern Nevada District Board of Health

From:

Christopher D. Saxton, MPH-EH, REHS, Director of Environmental Health CS

Cassius Lockett, PhD, Deputy District Health Officer-Operations

Fermin Leguen, MD, MPH, District Health Officer PC

Subject:

**Environmental Health Division Monthly Report** 

#### I. FOOD OPERATIONS PROGRAM

## Year Data Jan. Jan. FY FY Food Operation Services 2023 2024 22-23 23-24

Food Operation Services	2023	2024		22-23	23-24	
Routine Inspections	2,221	2,464	1	13,509	13,882	1
Reinspections	145	156	个	1,187	1,016	4
Downgrades	176	192	<b>1</b>	1,137	976	4
Closures	9	17	1	88	88	<b>→</b>
Special Events	47	29	4	600	454	4
Temporary Food Establishments & Tasting Event Booths	966	905	4	4,802	4,710	+
TOTALS	3,564	3,763	<b>1</b>	21,323	21,126	4

#### 1. Enforcement Actions and Investigations:

A. Tacos Los Barrios, 2901 N. Rancho Dr.: On January 1, the unit was closed for Imminent Health Hazard (IHH), sewage or liquid waste not disposed of in an approved manner. The inspector documented 48 demerits. The operator was unable to provide a valid commissary agreement and wastewater was overflowing from the unit's tank. Other violations included: improper handwashing, lack of hot water, expired foods for service, time/temperature control for safety (TCS) foods held at improper temperature, foods not protected from cross or employee contamination, no sanitizer solution available, no employee health policy or food handler cards, and TCS foods not properly labeled. The unit was reinspected and reopened with zero demerits on January 5.

- B. Tacos Y Birria Tijuana, 2554 E. Tropicana Ave.: On January 4, the facility was closed for a failed Change of Permit Holder (CPH) inspection and IHH, lack of adequate refrigeration. The inspector documented 14 demerits. The facility was reinspected and reopened with three demerits on January 9.
- C. On January 5, staff participated in a multi-agency unpermitted food vending response with City of Las Vegas Business License and Las Vegas Metropolitan Police Department staff.
- D. Pho Hong, 9210 S. Eastern Ave.: On January 9, the facility was closed for an IHH, pest infestation. The inspector documented 40 demerits. The operator deeply cleaned the facility and had service by a certified pest control operator to remediate the pests. The facility was reinspected and reopened with three demerits on January 16.
- E. Ori'Zaba's Scratch Mexican Grill, 6630 N. Durango Dr.: On January 10, the facility was closed for an IHH, no potable water or hot water. The inspector documented five demerits. The facility was reinspected and reopened with zero demerits on January 10.
- F. No. 1 Boba Tea, 6640 N. Durango Dr.: On January 10, the facility was closed for an IHH, no potable water or hot water. The inspector documented five demerits. The facility was reinspected and reopened with six demerits on January 11.
- G. Pollo a Las Brasas, 5722 W. Charleston Blvd.: On January 12, the unit was closed for an IHH, sewage or liquid waste not disposed of in an approved manner. The inspector documented 16 demerits. Violations included: wastewater actively leaking from the waste tank; unit connected to unapproved water source via a garden hose, fire suppression and propane systems not inspected and tagged as required, and foods not protected from employee contamination. The unit was reinspected and reopened with zero demerits on January 16.
- **H.** Las Vegas Superstore, 4801Spring Mountain Rd.: On January 12, the facility was closed for an IHH, pest infestation. The inspector documented three demerits. The facility was reinspected and reopened with three demerits on January 16.
- 888 BBQ, 4801 Spring Mountain Rd.: On January 12, the facility was closed for an IHH, pest infestation. The inspector documented 17 demerits. The facility was reinspected and reopened with three demerits on January 17.
- J. Yummy Kitchen, 4801 Spring Mountain Rd.: On January 12, the facility was closed for an IHH, pest infestation. The inspector documented three demerits. The facility was reinspected and reopened with six demerits on January 17.
- K. Smith's Grocery Store #376, 2385 E. Windmill Ln.: During a complaint inspection on January 18, the facility was closed for an IHH, pest infestation. The operator deeply cleaned the facility and had service by a certified pest control operator to remediate the pests. The facility was reinspected and reopened with zero demerits on January 19.
- L. Gladly Choice at Fantastic Indoor Swap Meet, 1717 S. Decatur Blvd.: On January 19, the facility was closed for an IHH, pest infestation. The inspector documented 20 demerits. The facility was reinspected and reopened with zero demerits on January 26.
- M. Chocolate City Cigar Lounge Bar, 1511 S. Commerce St.: On January 23, the facility was closed for not having an active health permit and an IHH, no hot water. The inspector documented 11 demerits. The operator has not received a final inspection from Plan Review yet and the facility remains closed at this.
- N. Havana Heat, 1935 Fremont St.: On January 25, the unit was closed for an IHH, sewage or liquid waste not disposed of in an approved manner. The inspector documented five demerits. Liquid waste was being emptied onto the street and the

- mobile unit was not reporting to a commissary. Due to repeated noncompliance, this operator has entered the Administrative Process. The unit was reinspected and reopened with zero demerits on January 26.
- O. Rebel #42 Snack Bar, 4111 S. Paradise Rd.: On January 30, the facility was closed for an IHH, pest infestation. The inspector documented six demerits. The facility remains closed at this time.
- P. Mongos Sandwiches, 439 Rock Quarry Way: On January 31, the unit was closed for an IHH, sewage or liquid waste not disposed of in an approved manner. The inspector documented 32 demerits. The unit was being operated without a valid commissary and the operator was preparing food at home. Other violations included: TCS foods held in the temperature danger zone, TCS foods improperly cooled, mechanical refrigeration unit not operating properly, handwash sink blocked, no employee health policy, and failing to submit monthly route sheet. The unit remains closed at this time.
- Q. Staff closed 12 unpermitted food vending complaint investigations.

#### 2. Foodborne Illness Investigations:

- A. Jjanga Steak and Sushi, 6125 S. Fort Apache Rd.: On January 2, staff responded to several lab-confirmed cases of foodborne illness. Staff observed risk factors for foodborne illness including improper handwashing. The investigation resulted in a B downgrade. The restaurant returned to an A grade after a successful reinspection on January 16.
- **B.** Krazy Sushi, 7160 N. Durango Dr.: On January 9, staff responded to several lab-confirmed cases of foodborne illness. Staff observed risk factors for foodborne illness including improper handwashing and cross contamination. The investigation resulted in a B downgrade. The restaurant returned to an A grade after a successful reinspection on January 25.
- C. Jack in the Box, 800 N. Decatur Blvd.: On January 12, staff responded to a lab-confirmed case of foodborne illness. The investigation resulted in an A grade.
- D. Anthony's Steakhouse, 12300 S. Las Vegas Blvd.: On January 23, staff responded to a lab-confirmed case of foodborne illness. The investigation resulted in an A grade.
- E. China A Go Go, 10140 W. Tropicana Ave.: On January 24, staff responded to a lab-confirmed case of foodborne illness. Staff observed risk factors for foodborne illness including improper handwashing and cross contamination. The investigation resulted in a B downgrade. The restaurant returned to an A grade after a successful reinspection on January 31.
- **F.** McDonald's, 6990 S. Rainbow Blvd.: On January 30, staff responded to a lab-confirmed case of foodborne illness. The investigation resulted in an A grade.
- G. Roberto's Taco Shop, 840 S. Rancho Dr.: On January 31, staff responded to a lab-confirmed case of foodborne illness. Staff observed risk factors for foodborne illness including foods held at improper temperatures. The investigation resulted in a B downgrade. A reinspection is still pending.
- H. Bouchon, 3355 S. Las Vegas Blvd.: On January 19, staff responded to a lab-confirmed case of foodborne illness matching a multi-state outbreak associated with oysters. Staff reviewed shellfish tags, storage, and preparation and confirmed that the recalled oysters were received by and served by the restaurant before the recall was announced. Once announced, the restaurant had discarded the affected shellfish as required.

#### 3. Onsite Intervention Training:

A. Onsite Intervention Training was held with the following facility: La Morenita LV, 439 Rock Quarry Way.

#### 4. Supervisory/Managerial Conferences:

A. A conference was held with the following facility: Mang Felix Kitchen, 7080 S. Rainbow Blvd.

#### II. SOLID WASTE AND COMPLIANCE

## ENVIRONMENTAL HEALTH Solid Waste Management Authority (SWMA) Illegal Dumping Complaints and Hearing Officer Process – Fiscal Year Data

Illegal Dumping and Hearing Officer	Jan.	Jan.		FY	FY	
Process	2023	2024		22-23	23-24	
Notices of Violations (New & Remails)	8	0	4	39	38	4
Adjudicated Hearing Cases	3	3	>	23	31	1
Total Cases Received	55	74	1	532	487	4
Total Cases Referred to Other Agencies	17	11	4	134	157	1
Hearing Penalties Assessed	\$3,000	\$12,000	1	\$48,750	\$66,750	个

### ENVIRONMENTAL HEALTH Restricted Waste Management – Fiscal Year Data

	Jan.	Jan.		FY	FY	
Restricted Waste Management	2023	2024		22-23	23-24	
Inspections	196	354	1	1,608	1,590	4

### **ENVIRONMENTAL HEALTH Underground Storage Tanks (UST) Full Compliance Inspections – Fiscal Year Data**

	Jan.	Jan.		FY	FY	
Underground Storage Tanks	2023	2024		22-23	23-24	
Compliance Inspections	152	92	4	503	347	<b>+</b>
Final Installation/Upgrade/Repair Inspections	3	4	1	16	21	1
Closure Inspections	1	1	<b>→</b>	6	7	1
Spill Report Investigations	0	1	个	5	10	1

### ENVIRONMENTAL HEALTH Permitted Disposal Facilities (PDF) Inspections – Fiscal Year Data

	Jan.	Jan.		FY	FY	
Permitted Disposal Facilities	2023	2024		22-23	23-24	
Inspections	29	27	4	153	140	+
Reinspections	1	1	>	19	12	+

#### III. VECTOR SURVEILLANCE

### **ENVIRONMENTAL HEALTH Vector Surveillance and Other EH Services** - Fiscal Year Data

Vector Surveillance and Other EH Services	Jan. 2023	Jan. 2024		FY 22-23	FY 23-24	
West Nile Virus Surveillance Traps Set	0	0	>	1,707	1,732	1
West Nile Virus Surveillance Mosquitoes Tested	0	0	>	27,895	52,408	1
West Nile Virus Surveillance Submission Pools Tested	0	0	>	2,097	2,420	1
West Nile Virus Surveillance Positive Mosquitoes	0	0	<b>→</b>	0	1,007	1
West Nile Virus Surveillance Positive Submission Pools	0	0	<b>→</b>	0	27	1
Mosquito Activity Complaints	0	0	>	73	687	1
Elevated Blood Level Home Investigations	0	1	1	2	4	1
Legionella Residential Investigations	1	0	4	11	8	4
Legionella Travel Associated Investigations	1	2	1	13	16	1
Public Accommodations Inspections	53	62	1	253	272	1
Public Accommodations Complaints	13	27	个	79	184	1
Mobile Home/Recreational Vehicle Park Inspections	55	73	^	84	103	1
Mobile Home/Recreational Vehicle Park Complaints	1	5	1	12	14	1

#### IV. EH ENGINEERING

#### 1. Solid Waste Plan Review Program (SWPR):

- A. Permits Issued MMC at Apex Industrial (Waste Grease); and Advanced Technology Recycling (Recycling Center)
- B. Landfills Apex Regional Landfill; Boulder City Landfill; Laughlin Landfill; Nellis Air Force Base (Post Closure Monitoring); Timet; Sunrise Mountain (Post Closure Monitoring); and Wells Cargo
- C. Facility Applications Being Processed Recycling Centers (4); Waste Grease (2); Materials Recovery (2); Waste Tire Management (2); and Waste to Energy (1)
- D. Facilities Planned for Approval at DBOH Meetings/SNHD Workshops in February: None

ENVIRONMENTAL HEALTH Asbestos Data	Permitting Se	rvices – F	Fisca	al Year		
Asbestos Permitting Services	Jan. 2023	Jan. 2024		FY 22-23	FY 23-24	
Asbestos Permits Issued	94	69	4	611	466	4
Revised Asbestos Permits Issued	6	4	4	69	42	4

### ENVIRONMENTAL HEALTH Subdivision Program – Fiscal Year Data

Subdivision Plan Review	Jan. 2023	Jan. 2024		FY 22-23	FY 23-24	
Tentative Maps-Received	20	7	<b>V</b>	107	84	4
Tentative Maps-Lot Count	1,188	454	4	6,847	2,965	4
Final Maps-Received	21	16	4	145	142	4
Final Maps-Lot Count	907	493	4	6,516	5,192	+
Final Maps-Signed	17	23	<b>1</b>	147	146	4
Final Maps (Signed)-Lot Count	839	924	<b>1</b>	7,143	6,686	+
Improvement Plans-Received	27	15	4	147	125	+
Improvement Plans-Lot Count	997	455	4	7,454	4,497	+
<b>Expedited Improvement Plans-Received</b>	0	0	>	0	0	1
Expedited Improvement Plans-Lot Count	0	0	>	0	0	<b>→</b>

### ENVIRONMENTAL HEALTH Individual Sewage Disposal System (ISDS) Program – Fiscal Year Data

	Jan.	Jan.		FY	FY	
Individual Sewage Disposal Systems	2023	2024		22-23	23-24	
Residential ISDS Permits	7	10	个	46	48	<b>↑</b>
Commercial ISDS Permits	0	0	>	2	1	+
Commercial Holding Tank Permits	1	0	4	21	19	+
Residential Tenant Improvements	19	29	个	188	167	+
Residential Certifications	0	0	<b>→</b>	2	3	1
Compliance Issues	8	15	<b>1</b>	70	62	+

### **ENVIRONMENTAL HEALTH Safe Drinking Water Program – Fiscal Year Data**

	Jan.	Jan.		FY	FY	
Safe Drinking Water Program	2023	2024		22-23	23-24	
Public Water System Sanitary Surveys	0	0	>	33	47	1
Public Water System Violations Issued	18	56	1	26	89	1

#### 2. Safe Drinking Water Activity:

- A. Two *coliform*-present results (Shetland Water District and North Las Vegas Utilities) were reported from routine monitoring events. There were no repeat positive results.
- **B.** Staff continued to monitor water hauling activities for multiple public water systems: Trout Canyon; Laker Plaza; Red Rock Campground; Cowboy Trail Rides; Spring Mountain Youth Camp; and Coyote Springs Golf Course.
- C. On January 22-25, staff attended the United States Environmental Protection Agency's (US EPA) Safe Drinking Water Act Public Water System Supervision Inspector Fundamentals Training. This training focused on US EPA Order 3500.1. The instructor reviewed training requirements for EPA personnel and non-EPA inspectors who are authorized to conduct civil compliance inspections/field investigations and discussed the difference in inspections versus sanitary surveys.

#### V. SPECIAL PROGRAMS

Special Programs	Jan. 2023	Jan. 2024		FY 22-23	FY 23-24	
School Food Facility Inspections	88	92	1	521	524	1
School Food Facility Complaints	0	1	1	4	4	>
School Facility Inspections	108	99	4	619	619	>
School Facility Complaints	5	3	4	21	27	1
Summer Food Service Surveys	0	0	>	57	6	+
Child Care Facility Inspections	26	27	<b>1</b>	147	169	1
Child Care Facility Complaints	2	1	4	17	3	4
Body Art Facility Inspections	27	19	4	240	360	1
Body Art Facility Complaints	6	8	1	35	31	4
Body Art Artist Special Event Inspections	0	0	>	171	32	4
Total Program Services Completed	262	250	4	1,832	1,775	4

#### 1. Schools:

- A. Bryan Elementary School, 8255 W. Katie Ave.: During a routine inspection, staff found that the hot water temperature at the hand sinks in two kindergarten rooms exceeded 110°F. Nevada Administrative Code (NAC) requires that hot water at hand sinks in schools does not exceed 100°F. Staff required school administration to lower the hot water temperature. The next day, school administration provided documentation that the hot water was measuring at 100°F.
- B. Teach Las Vegas Public Charter School, 4660 N. Rancho Dr.: During a routine inspection, staff observed continued noncompliance of students occupying an area of the school that had not been permitted in accordance with the NAC. Staff also observed multiple repeat violations in the restrooms and on the playground. School administration is required to attend a mandatory supervisory conference to discuss the issues of noncompliance and mandatory permitting. Staff will continue to monitor safety and sanitation conditions at the facility.

#### 2. Child Care:

- A. Children's Learning Adventure, 11183 S. Eastern Ave.: Staff investigated a complaint alleging that the staff bathroom was not stocked and there was no soap available in the school kitchen. Staff discussed the allegations with facility administration who reported that they were not aware of any issues with supplies or hand sinks. Facility administration reported that a staff member is designated to check the sanitation supplies in the restrooms and at the hand sinks and refill as necessary. The complaint was not substantiated.
- B. Kindercare Learning Center, 3570 N. Buffalo Dr.: During a routine inspection, staff observed violations that resulted in a noncompliant inspection. Violations included: insufficient hot water supply; refrigerator logs not being maintained; soiled diaper changing tables; and unsanitary conditions in the classrooms that included soiled napping cots and hazardous toys. Facility staff removed the hazardous toys and soiled cots at the time of the inspection. SNHD staff required facility administration to investigate the cause of the insufficient hot water and correct it within 24 hours. SNHD was not notified that the hot water issue was corrected, so staff returned two

- days later to conduct a survey and verified that adequate hot water was being supplied. SNHD staff will follow-up later to verify that the other violations were corrected.
- C. Henderson Center, 180 Westminster Way: Staff investigated a complaint alleging a rat infestation at the facility. When staff arrived to conduct the investigation, a sign had been posted on the door indicating that the facility would be closed for two weeks. SNHD staff spoke with facility staff who reported that a mouse had been seen in the teacher's lounge area and evidence of rodents was found in an adjacent classroom. They also reported that a pest control company was contracted to set traps and monitor for activity. Once the infestation was adequately addressed and prior to resuming operations, the classroom surfaces along with all carpets and floors were cleaned. The complaint was substantiated, and the facility reopened as planned.

#### 3. Body Art:

A. Starlight Tattoo, Body Piercing at Mandalay Bay, 3950 S. Las Vegas Blvd.: During a scheduled reinspection, the operator failed to correct violations noted during the previous routine inspection. There were no spore test results available for the sterilizer and the operator had placed the sterilizer back into service without SNHD approval. SNHD staff will follow up to ensure that all notated violations are corrected.

#### VI. PLAN REVIEW PROGRAM

ENVIRONMENTAL HEALTH Plan Review Propagata	rogram -	Fiscal Ye	ar			
Food Pre-Permitting Services	Jan. 2023	Jan. 2024		FY 22-23	FY 23-24	
Food Safety Assessment Meetings	1	0	4	6	2	+
Total Pre-Permitting Services	1,232	1,440	1	8,707	9,879	1
New Project Submissions	260	279	1	1,926	1,990	1
Released Projects	199	277	1	1,785	2,416	1
Total Service Requests Currently in Pre- Permitting	1,552	1,297	4			

#### 1. Enforcement Actions and Investigations:

- A. Lindo Michoacan La Loma, 645 Carnegie St.: An application was submitted to split the kitchen operation into separate and distinct functional areas. Operators with large kitchens have the option to separate health permits to assist with management and the flow of food. One new permit covered food preparation and the other covered the service stations. The two new health permits were approved.
- B. Rainbow Donuts, 5821 E. Charleston Blvd.: At a CPH inspection, staff found a microwave, blender, and juicer that were for household use and did not meet American National Standards Institute (ANSI) sanitation standards. Additionally, the hot water in the restroom was only 84°F. SNHD Regulations require food equipment to meet ANSI sanitation standards and hot water must be a minimum temperature of 100°F. The Person-in-Charge (PIC) was instructed to remove the unapproved equipment, replace it with ANSI sanitation certified equipment, and increase the hot water temperature to 100°. The permit was approved with stipulations.

- C. Rio Food Hall, 3700 W. Flamingo Rd.: A final permitting inspection was conducted for an 8,300 square feet food hall consisting of six new food facilities with two support areas. There were minimal deficiencies except for several heating, ventilation, and air conditioning (HVAC) secondary drain lines which terminated above food handling areas. To prevent cross-contamination of food, the contractor removed the secondary HVAC drain lines.
- D. Sea Fresh, 3400 S. Jones Blvd.: The facility was reinspected following a CPH closure due to pest infestation. Corrective actions taken by the operator included: a deep cleaning to remove rodent feces and urine; pest control treatment throughout; repairs to damaged cabinetry; sealing of penetrations to eliminate pest entry points; increased organization of food storage; and installation of base coving along the floor-wall junctions. To ensure long-term success, staff assessed food safety knowledge and required pest control records to be maintained. The permit was approved.
- E. Ole Red, 3627 S. Las Vegas Blvd.: Scheduled final permitting inspections resulted in failure due to unfinished construction. The contractor was unable to provide proof of Building Department approval, water commissioning tests had not been completed, equipment installation was incomplete, and there was no PIC available. Food establishments must be in substantial compliance with SNHD Regulations prior to permit approval. After the equipment was installed, approvals from other agencies were provided, and a PIC was available, final permitting inspections were conducted and the permits were approved.

#### VII. AQUATIC HEALTH PROGRAM

ENVIRONMENTAL HEALTH Aquatic He - Fiscal Year Data	alth Operatio	ns Progr	am			
Aquatic Health Operations	Jan. 2023	Jan. 2024		FY 22-23	FY 23-24	
Total Operation Inspections	467	717	<b>1</b>	4,039	5,139	1
Complaint Investigations	7	1	4	157	184	1
Inactive Body of Water Surveys	1	3	<b>1</b>	59	53	4
Drowning/Near Drowning/Accident Investigations at Permitted Facilities	0	0	<b>→</b>	26	15	4
Total Program Services Completed	475	721	1	4,281	5,391	1

#### 1. Aquatic Health Operations

- A. Mirage, 3400 S. Las Vegas Blvd.: A routine inspection at the spa resulted in an IHH closure due to a broken drain cover. A damaged drain cover poses an entrapment hazard and increases the risk of drowning. The spa was reinspected the same day and approved to reopen.
- B. Escena Apartments, 8301 W. Charleston Blvd.: Routine inspections conducted at the pools and spa resulted in IHH closures due to multiple violations. The door to the pool area was not self-closing and self-latching, there were broken drain covers in the spa and outdoor pool, and the spa chlorine was high. Gates or doors that do not self-close and self-latch pose a drowning risk by potentially allowing unattended children to enter the pool area. High disinfectant levels can cause eye, lung, and skin irritation. Reinspections are still pending.

- C. Arabella Apartments, 4375 E. Sunset Rd.: Routine inspections at the pool and spa resulted in IHH closures due to multiple violations. Gates into the enclosure were left open with no attendant, one gate was not self-latching, and the spa chlorine and cyanuric acid levels were high. High cyanuric acid reduces the effectiveness of chlorine. Reinspections are still pending.
- D. Sterling Sahara Apartments, 1655 E. Sahara Ave.: Routine inspections at the pool and spa resulted in IHH closures due to an 8.25" gap in the enclosure. Gaps greater than 4" in the enclosure pose a potential drowning risk by allowing unattended children access to the pool area. The gap was temporarily repaired by onsite maintenance staff. The facility was given five business days to permanently repair the enclosure. A reinspection is still pending.
- E. Sun City Aliante, 7394 Aliante Pkwy.: A routine inspection at the pool resulted in an IHH closure due to condensation dripping into the pool. This is a hazard because it exposes bathers to unknown contaminants from the dripping surface. The pool remains closed pending repairs to the ventilation system and a reinspection.
- F. Fairways at Southern Highlands, 10925 Southern Highlands Pkwy.: A routine inspection at the spa resulted in a compliance schedule. The drain covers in the spa had been changed without approval. A 30-day compliance schedule was issued to either submit a remodel or provide the approved covers. The facility provided proof that approved covers had been installed and the spa was approved to reopen.
- **G. LV Athletic Club, 5200 W. Sahara Ave.:** A routine inspection at the spa resulted in an IHH closure due to two broken drain covers. Following repairs, the spa was reinspected and approved to reopen.
- H. Elysian at St. Rose, 11425 S. Bermuda Rd.: Routine inspections at the south pool and spa resulted in IHH closures due to multiple violations. The spa circulation system was off while the spa was accessible to bathers, and chlorine was low in both the pool and spa. A non-functional circulation system exposes bathers to water that is not filtered and disinfected which can make bathers sick. Reinspections are still pending.
- I. Montego Bay Apartments, 1050 Whitney Ranch Dr.: A routine inspection at the pool resulted in an IHH closure due to multiple violations. The enclosure had a gap larger than 7", sharp screws were in the pool area, and the pH and cyanuric acid levels were high. Sharp screws in the pool area can result in lacerations for bathers walking barefoot. High pH and cyanuric acid reduce the effectiveness of the disinfectant. A reinspection is still pending.

#### ENVIRONMENTAL HEALTH Aquatic Health Plan Review Program - Fiscal Year Data Jan. Jan. FY FY 22-23 23-24 Aquatic Health Plan Review 2023 2024 524 ተ 3,166 3,223 **Total Pre-Permitting Services** 541 $\overline{\mathbf{v}}$ 518 83 80 491 **New Project Submissions** $\overline{\mathbf{A}}$ 52 42 495 540 Released Projects

#### 2. Aquatic Health Plan Review:

Total Projects Currently in Plan Review

A. Ashford Park, 5901 Smoke Ranch Rd.: A plumbing inspection was conducted to evaluate the installation of suction outlet fitting assemblies (SOFAs) for the pool.

446

479

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- The installed SOFAs were different from the approved plans. The plumbing inspection was not approved, and the contractor was asked to submit a revised remodel application for the alternative SOFAs. Plans have been submitted and are pending review.
- B. Red Rock Casino, 11011 W. Charleston Blvd.: Plumbing inspections were conducted for SOFA remodels on the pools and spas. While inspecting Spa 2, staff found that the jet pump plumbing had higher flow rates than the proposed SOFAs could accommodate. A pump that is capable of flow rates higher than the SOFA rating may lead to bather entrapment, so the plumbing inspection was not approved. The contractor must install a SOFA that has a sufficient flow rating for the jet pump suction plumbing. A resubmission is still pending.
- C. St. Rose and Bruner Apartments, 175 E Bruner Ave.: A final permitting inspection for the spa found compliance issues due to improper equalizer covers. The equalizer covers were different than the approved plans. Failure to provide adequate equalizer covers could result in a suction entrapment hazard. Onsite personnel replaced the equalizer covers with the approved covers during the inspection and compliance was achieved.

#### VIII. REGULATORY SUPPORT

- Regulatory Support Office (RSO) staff participated in or performed the following activities
  and participated in the following external meetings: Council for Food Protection (CFP)
  leadership meetings; National Environmental Health Association (NEHA) Food Safety
  Program committee meeting; Healthy People 2030 Norovirus Advisory Group meeting;
  grant project-conversion of trainings to a digital format; Quality Assurance Audits; and
  collecting data for the Centers for Disease Control and Prevention (CDC) III Worker MultiSite Study.
- 2. Staff received confirmation that three of three Food and Drug Administration (FDA) NEHA Retail Flexible Funding Model (RFFM) grants were awarded: Training Grant Addon, Special Project Grant Addon, and Mentorship Program Grant Addon. The mentors paired with SNHD are once again American Samoa Department of Health (Pago Pago, AS), Pennsylvania Department of Agriculture (Harrisburg, PA), and Town of Wellesley (Wellesley, MA).
- RSO staff released the following Environmental Health Specialists (EHSs) from the food training program to their district office assignments: Alyssa Hall, Kimberly Gonzalez, and Deshawn Thompson.
- 4. RSO staff welcomed intern, Devon Walker, on January 24.
- **5.** Special Processes staff facilitated the quarterly Food Safety Partnership meeting on January 22.
- **6.** Special Processes staff moderated the SNHD Sidewalk Vendor Permitting Requirements information meeting on January 22.
- 7. Special Processes staff met with various operators in a virtual setting, via phone calls and WebEx meetings, regarding submission of labels for review, waivers, operational plans, and Hazard and Critical Control Point (HACCP) plans. There are currently six cook chill/sous vide plans, seven 2-barrier plans, 17 other HACCP plans, five waivers, one operational plan, and one HACCP exemption in review.

### IX. SPECIAL PROCESSES

ENVIRONMENTAL HEALTH Label Revie	w – Fiscal Yo	ear				
Label Review	Jan. 2023	Jan. 2024		FY 22-23	FY 23-24	
Facility Label Review Submissions	25	10	4	150	106	+
Facility Label Review Releases	28	8	4	153	102	4
Number of Labels Approved	386	160	4	2,003	1,558	+

Special Processes Review	Jan. 2023	- 8	Jan. 2024		FY 22-23	FY 23-24	
Cook Chill/Sous Vide Submissions	1		0	4	3	2	4
Cook Chill/Sous Vide Releases	0		0	>	3	4	个
2-Barrier ROP Submissions	0		0	<b>→</b>	5	2	+
2-Barrier ROP Releases	0		0	>	9	1	+
Other HAACP Special Processes Submissions (Including ROP of fish, unpasteurized durably packaged juice, preservation, curing, etc.)	0		0	>	. 3	5	^
Other Special Processes Releases	0		1	1	2	15	1

ENVIRONMENTAL HEALTH Special Pro Fiscal Year Data	cesses Waiv	ers & Op	erati	onal Pla	ns Revie	ew -
Waivers & Operational Plans Review	Jan. 2023	Jan. 2024		FY 22-23	FY 23-24	
Waiver Review Submissions	1	1	<b>→</b>	8	5	+
Waiver Review Releases	0	1	1	6	11	1
Operational Plan Submissions	0	1	1	1	3	个
Operational Plan Releases	0	2	1	4	4	>

ENVIRONMENTAL HEALTH Cottage Food Data	Operati	on	s Registr	atio	ns - Fisc	al Year	
Cottage Food Operations Registrations	July 2023		July 2024		FY 22-23	FY 23-24	
Registrations Approved Without Voluntary Label Review		0	17	<b>^</b>	0	97	1

### Memorandum



Date: February 5, 2024

To: Southern Nevada District Board of Health

From: Lourdes Yapjoco, MSN-PH, RN, CCM, Director of Primary & Preventive Care &U

Cassius Lockett, PhD, Deputy District Health Officer-Operations 4

Fermin Leguen, MD, MPH, District Health Officer

RE: PRIMARY & PREVENTIVE SERVICES BOARD OF HEALTH REPORT – January 2024

#### I. Immunization Program

#### A. Immunization Program Activities

- The 2023-2024 Flu and COVID-19 Vaccine continues in all four Public Health Centers. A total of 905 Flu vaccines were administered in the four Public Health Centers. A total of 391 COVID-19 vaccines were administered in the four Public Health Centers.
- 2. For the month of January, there were 2,667 clients seen with 7,410 vaccines administered at the immunization clinic at Decatur, East Las Vegas, Henderson, and Mesquite locations.
- 3. There were 266 immunization records reviewed with copies provided for clients who came to the immunization clinic and did not need any vaccinations.
- 4. Preparation for National Infant Immunization Week is in process which is scheduled for 04/22/2024 to 04/29/2024 in collaboration with Immunize Nevada and the Office of Communications.
- 5. Back-to-School Planning has started and is in process for the 2024-2025 school year.

#### B. Immunization Outreach Activities

A total of 6 outreach clinics were conducted in partnership with local organizations.
The outreach clinics were held at CCSD Family Support Center, Catholic Charities
(Fremont), REACH, Harm Reduction, and Boulder City Library. A total of 261
clients received 789 vaccines. Childhood and adult vaccinations were
administered to uninsured and underinsured clients at no cost.

#### II. COVID-19 Vaccine Campaign

#### A. Community COVID-19 Vaccine Static Clinics and Pop-Up Sites

- There were 529 COVID-19 and 329 flu vaccines administered through 72 pop-up, community partners, and static sites. These activities include clinics focused on the following population groups: seniors, high risk population groups, historically underserved communities, and people experiencing homelessness.
- 2. The COVID-19 Vaccination program continues to operate the following static vaccine sites:
  - El Mercado in the Boulevard Mall, Tues-Sat, 1100-1700
  - Fremont Public Health Clinic, Tues-Fri, 0800-1700
  - SNHD Main Express at Decatur, Mon-Thurs, 0800-1700

- 3. Community partnerships and collaborations included All Saint Episcopal Church, Clark County School District, Shannon West, Delta Academy, Nevada Homeless Alliance, Nathan Adelson, Puentes, REACH, Recuperative Care, and The Center.
- 4. There were 20 COVID and 13 flu vaccines provided through the In-Home COVID-19 Vaccination Program. This program continues to be offered to people who need medical equipment to leave home, have an increased health risk if they leave their home, have cognitive special needs, or are bedridden. Appointments can be made through the COVID-19 Call Center at (702) 759-INFO.
- 5. Long term care facility operations for skilled nursing facilities for vaccine administration has been placed on hold due to commercialization. Education and support continue to be provided as requested. There were 18 long term care residential care home visits conducted to provide vaccine education and coordinate on-site vaccine clinics.

#### B. MPOX vaccinations

- 1. A total of 25 vaccines were administered through 4 static sites.
- 2. Mpox vaccination continues to be administered at 4 static sites:
  - o El Mercado in the Boulevard Mall, Tues- Sat, 1100-1700
  - o SNHD Fremont Public Health Center, Tues-Fri. 0800-1700
  - o SNHD Sexual Health Clinic, Monday-Thurs, 0900-1500
  - o SNHD Main Express, Mon-Thurs, 0800-1700
- 3. A collaboration with SNHD Sexual Health Clinic continues to provide a community health nurse for in-room education and mpox vaccine administration for eligible clients. This continues to be the most successful intervention with 42 of the 48 mpox vaccines being provided through this intervention.
- 4. Ongoing community partner calls are conducted monthly for updates and activity coordination. Community partners include Las Vegas PRIDE, Immunize Nevada, AIDS Healthcare Foundation, Henderson Equality Center, and Department of Behavioral Health and Human Services

#### C. Additional projects

1. A survey tool is being finalized to assess vaccine hesitancy and interventions to overcome barriers in health equity areas.

#### III. Community Health Nursing

#### A. Maternal Child Health

There was one new lead referral for the month of January. There were no new referrals from the Newborn Screening Program that required follow up by the field nurse.

The Community Health Nurse Program Manager has been appointed as a co-chair to the Southern Nevada MCH Coalition. This allows SNHD to be represented at the table to continue with the goal of serving families in the community.

#### B. Nurse Family Partnership (NFP)

The Southern Nevada Health District Nurse-Family Partnership (NFP) has 165 active families. Forty-six (46) are participating in the Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program. Sixty-one (61) are participating through the Temporary Assistance for Needy Families (TANF) funding. Grants from the Nevada Division of Public and Behavioral Health make these programs possible. The teams continue to partner and collaborate with various community service providers like Women, Infant, and Children (WIC), pregnancy testing agency, Division of Welfare and

Supportive Services (DWSS), and Medicaid HMO for program referrals for families to obtain essential services identified by their person nurse during in-person home visits.

#### C. Healthy Start Initiative

SNHD's Healthy Start Initiative Program started accepting referrals in the month of January 2024. Currently, one Community Health Worker II has completed training and is ready to start enrolling new participants. Community Health Nurse Program Manager, Co-Chair of the Southern Nevada Maternal Child Health Coalition, announced the newly awarded grant and will be scheduling future presentations with community partners to increase awareness of SNHD's new home visiting program.

#### IV. Sexual Health Outreach and Prevention Program

- A. Express Testing provided screening encounters to 182 clients.
- B. The Congenital Syphilis Case Management Program (CSCMP) is a program to address the high rate of congenital syphilis in the community. Related to the continued Bicillin LA shortage and clients being referred to outside clinics for treatment, CSCMP staff are providing more off-site visits to continue face to face education and offer case management services, eight clients were provided transportation to their provider visits for treatment. Three clients were referred to CSCM for Neurosyphilis navigation services.
- C. First of two CHW's working with Nevada Homeless Alliance sub grant continued orientation working directly with Nevada Homeless Alliance this month. Second CHW scheduled to Onboard 02/20/2024.
- D. SHOPP Express Testing outreach and Congenital Syphilis education was provided at All Saints Episcopal Church at their monthly Outreach Event and at Harm Reduction Homeless Outreach. SHOPP CHW's attended a Family Connect Homeless Outreach on 01/27/2024 in which education was provided on STI prevention, Screening services available, and Congenital Syphilis Program.
- E. SHOPP staff attended the following training courses in January: Crisis Call Intervention, Xylazine and HIV, Strangulation: A Red Flag, STI Expert Hour: Bicillin Shortage, SBIRT Training, ECHO: Viral Hepatitis Series, and ABC of Hepatitis.

#### V. Tuberculosis (TB) Clinic

A. Four (4) new active adult TB active cases were reported by the TB Clinic in the month of January 2024. There was one (1) pediatric active TB case reported for a total of five (5) cases for the month of January 2024.

#### VI. Employee Health Nursing

- A. There were sixteen (16) SNHD employees who tested for COVID-19 in January 2024, one (1) PCR tests conducted at CSN Charleston/North Las Vegas locations. Sixteen (16) tests from outside entities. Twelve (12) employees tested positive for COVID in January 2024.
- B. Employee New Hire and Annual Tuberculosis (TB) testing continued for the month of January 2024. Annual catch-up TB testing is ongoing. Thirty-nine (39) Tuberculosis tests were completed in January 2024.
- C. Employee New Hire and Annual FIT Testing Medical Evaluations continued for the month of January 2024. Thirteen (13) medical clearances were conducted.

- D. There are no employee Blood Borne Pathogens exposure cases for the month of January 2024.
- E. There are two (2) new employee TB exposure cases for the month of January 2024.
- F. Vaccine Clinics
  - January 1 January 31, 2024 Employees Total: 3 employees
    - 1 COVID-19 Updated booster.
    - > 0 Influenza Vaccine
    - > 0 Monkeypox Vaccine
    - 2 other vaccines

Total vaccines given: 3

G. Policies and procedures continue to be reviewed and updated.

# PRIMARY AND PREVENTIVE CARE MONTHLY REPORT January 2024

Client Encounters by Locations									
	DECATUR	ELV	Hend	Mesquite	Laughlin	Mobile	Homeless	Targeted	TOTAL
Location	PHC	PHC	PHC	PHC		Clinic		Populations	
Immunization	1,394	716	255	48	0	0	5	249	2,667
Immunization Records Issued	187	47	31	1					266
Newborn Metabolic Screening	0	0	0	0					0
SHOPP	219						3	11	233
TB Treatment & Control	1,730								1,730
SAPTA Services								12	12
TOTAL	3,530	763	286	49	0	0	8	272	4,908

Program	Jan 2023	Jan 2024		FY 22-23	FY 23-24	
Immunizations**	2,707	2,667	+	25,513	23,918	4
Immunization Records Issued	340	266	+	4,170	2,177	4
COVID-19 Vaccine Given*	733	529	4	8,602	529	4
Newborn Met. Screening	0	0	<b>→</b>	0	0	+
SHOPP ***	0	233	1		1,334	1
TB Treatment & Control	963	1,730	1	8,301	9,729	1
SAPTA Services	60	12	4	347	161	4
TOTAL	4803		4	46933	37,848	+

<sup>\*</sup>Funded by COVID Grant Funds-Data Collection started January 2022

Client Encounters by Program

Due to data entry error from FY22-23 December 2023, discrepancy discovered and noted of 54,813. See corrected totals from FY22-23 January 2023 of 25,513.

<sup>\*\*</sup>Includes BTS encounters by clinic, outreach, and COVID teams

<sup>\*\*\*</sup>New program/ department as of 7/1/2023

Immunization Program						
	Jan	Jan				
Immunizations	2023	2024		FY 22-23	EV 23.24	
Flu Vaccine Given	926	905	1	6,377	NAME AND ADDRESS OF THE OWNER, WHEN	-
Gratis	317	129	-	1,865	DESCRIPTION OF THE PERSON NAMED IN	Section 2
COVID Vaccine*	251	391		1,548	District of the Control of the Control	DESCRIPTION
*Given by Immunization Clinics	231	331		1,340	2,304	
	Jan	Jan				
Vaccines for Children (VFC)*	2023	2024		FY 22-23	EV 23 24	
Number of VFC Compliance Visits	2023	7	1	42	tonament accommonships	tooners.
Number of IQIP Visits*	3	ó	+	38	A CONTRACTOR OF THE PARTY OF TH	Spinory Second
	34	26	CONTRACTOR OF THE PARTY OF THE	204	F1000000000000000000000000000000000000	Description
Number of Follow Up Contacts	2			204	NO. OF THE PARTY OF	AND SERVICE
Number of Annual Provider Training		4	1	DATE OF THE PARTY	CONTRACTOR OF STREET	long or a
Number of State Requested Visits	120	27	•	628	289	
	Jan	Jan				
Perinatal Hepatitis B	2023	2024		FY 22-23	FY 23-24	
# of Expectant Women	19	16	4	19	15	
# of Infants	84	65	1	79	70	1
Total # of Infants Delivered	3	2	4	23	21	1
New Cases	8	5	+	34	30	1
Closed Cases	1	9	1	28	31	1
	Jan	Jan				
Childcare Program	2023	2024		FY 22-23	FY 23-24	
Childcare Audits	15	12	1	43	65	1
Baseline Immunization Rate	67%	69%	1	71%	80%	1
# of Final Audits	15	12	4	42	65	1
Final Immunization Rate	87%	92%	+	94%	95%	
# of Records Reviewed	1100	1260	1	3017	6175	
Covid-19 Vaccine Campaign						
	Jan	Jan				
COVID-19 Vaccine Campaign	2023	2024		FY 22-23	FY 23-24	
of COVID-19 Vaccines administered	733	529	4	8,602	529	N
of Monkeypox Vaccine administered**	31		+	508	AND DESCRIPTION OF THE PARTY OF	HUCCH
of Influenza Vaccine administered	123	329	NAME OF STREET	921	STATE OF THE PARTY	Printers.
of Healthcare Provider Compliance Visits	8		i	18	NAME OF TAXABLE PARTY.	100000
of Newly Enrolled Healthcare Provider Education Sessions	0	0	<b>→</b>	47	Marine State of the latest and the l	Transmiss.
of Potential Healthcare Provider Recruitment Sessions*	0	-	<b>→</b>	33	A STATE OF THE PARTY OF THE PAR	٦
# of Healthcare Provider Contacts	7	5	THE STREET	420	ACCUSED FOR THE PARTY.	District
*Data collection started January 2022		-		The second secon		ATTENDED

\*\* Vaccine administration started October 2022

Community Health Program						
Mondantialdendan	Jan	Jan		FW 22 22	514 00 04	
lursing Field Services	2023	2024		-	FY 23-24	
ICH Team Home Visit Encounters	15	0	4	47	64	1
	Jan	Jan		FW 22 22		
IFP (Team 1)	2023	2024	200	FY 22-23	FY 23-24	4
eferrals	10		1	63	99	1
nrolled	6	7	1	42	53	1
ctive	118	104	4			
	Jan	Jan				
FP (Expansion Team)	2023	2024	Long T de constant	FY 22-23	FY 23-24	
eferrals	20	8		67	34	4
rolled	12	3	4	32	23	4
ctive	35	61	1		A STATE OF THE STATE OF	
	Jan	Jan				
CH	2023	2024		FY 22-23	FY 23-24	
of Referrals Received	4	2	4	25	25	>
rom CPS*	2	1	4	17	17	+
f Lead Referrals	1	1	>	3	6	1
Total Admissions	3	0	4	16	10	4
	Jan	Jan				
НВ	2023	2024		FY 22-23	FY 23-24	
ferrals	9	N/A	1	49	15	4
rolled	8.	N/A	A PERSON NAMED IN	34	16	4
tive	61	1,500,100,100	¥			
	Jan	Jan				
nrive by 0 - 3	2023	2024		FY 22-23	FY 23-24	
ferrals	58		1	469	371	4
e-Time Home Visits	3		1	The second second second	66	1
rolled	0	5	Course by Section	19	14	+
tive	15		1			
	Jan	Jan				
ealthy Start **	2023	2024		FY 22-23	FY 23-24	
ferrals	N/A		4	N/A	3	4
rolled	N/A		4	N/A	0	4
ctive	N/A	0				
New program as of 01/01/2024	100 miles					

	Jan	Jan					
Tuberculosis	2023	2024		FY 22-23	FY 23-24		
Number of Case Management Activities*	172		4	1,508	1,381	+	ĺ
Number of Monthly Pulmonary Specialist Clinic					-,		
Clients Seen	21	39	T	245	178		
Number of Monthly Electronic Disease		40	1		204	1	
Notifications Clinic Clients (Class B)	14	40		149	204		
Outreach Activities during the Month - Presentations, Physician Visits, Correctional							
Visits, etc.	2	6		36	99		
Directly Observed Therapy (DOT) Field,	_		33			20	
clinic and televideo encounters	791	1,468	1	6,387	8,620	1	
*New EMR system- Counting only successful activ	ities						
	Jan	Jan					
Substance Abuse Prevention & Treatment Agency (SAPTA)	2023	2024		FY 22-23	FY 23-24		
# of Site Visits	4	1	4	26	9	+	
# of Clients Screened	60	12		347	161	+	
# of TB Tests	53	10	+	294	134	20010222	
W. 22	_	-	A 2000				i
Sexual Health Outreach and Prevention Pr			4	53	27		
Sexual Health Outreach and Prevention Program	ogram** Jan	Jan	•				
Sexual Health Outreach and Prevention Program  (SHOPP) - Express Testing**	ogram**	Jan 2024		FY 22-23	FY 23-24	•	
# of Assessments only  Sexual Health Outreach and Prevention Program  [SHOPP] - Express Testing**  # of screening encounters	ogram** Jan	Jan 2024 182	•		FY 23-24 1,217		
Sexual Health Outreach and Prevention Program (SHOPP) - Express Testing ** # of screening encounters # of clients screened	ogram** Jan	Jan 2024 182	<b>↑</b>		FY 23-24 1,217 1,209		
Sexual Health Outreach and Prevention Program  Sexual Health Outreach and Prevention Program  (SHOPP) - Express Testing**  # of screening encounters	ogram** Jan	Jan 2024 182	<b>↑</b>		FY 23-24 1,217		
Sexual Health Outreach and Prevention Program  Sexual Health Outreach and Prevention Program  (SHOPP) - Express Testing**  # of screening encounters  # of clients screened  # of clients with positive STI identified	ogram** Jan	Jan 2024 182	<b>↑</b>		FY 23-24 1,217 1,209		
Sexual Health Outreach and Prevention Program  Sexual Health Outreach and Prevention Program  (SHOPP) - Express Testing**  # of screening encounters  # of clients screened  # of clients with positive STI identified  Sexual Health Outreach and Prevention Program	Jan 2023	Jan 2024 182 182 15	<b>↑</b>		FY 23-24 1,217 1,209 127		
Sexual Health Outreach and Prevention Program  (SHOPP) - Express Testing**  # of screening encounters  # of clients screened	Jan 2023	Jan 2024 182 182 15	<b>↑ ↑</b>	FY 22-23	FY 23-24 1,217 1,209 127		
Sexual Health Outreach and Prevention Program  (SHOPP) - Express Testing**  # of screening encounters  # of clients screened  # of clients with positive STI identified  Sexual Health Outreach and Prevention Program  (SHOPP)- Linkage **  # of clients referred to Linkage	Jan 2023	Jan 2024 182 182 15 Jan 2024	<b>↑ ↑</b>	FY 22-23	FY 23-24 1,217 1,209 127 FY 23-24		
Sexual Health Outreach and Prevention Program  (SHOPP) - Express Testing**  # of screening encounters  # of clients screened  # of clients with positive STI identified  Sexual Health Outreach and Prevention Program  (SHOPP) - Linkage **  # of clients referred to Linkage  # of clients linked to care	Jan 2023	Jan 2024 182 182 15 Jan 2024	<b>↑ ↑ ↑</b>	FY 22-23	FY 23-24 1,217 1,209 127 FY 23-24 90		
Sexual Health Outreach and Prevention Program  (SHOPP) - Express Testing**  # of screening encounters  # of clients screened  # of clients with positive STI identified  Sexual Health Outreach and Prevention Program  (SHOPP)- Linkage **  # of clients referred to Linkage	Jan 2023 Jan 2023	Jan 2024 182 182 15 Jan 2024	<b>↑ ↑ ↑</b>	FY 22-23	FY 23-24 1,217 1,209 127 FY 23-24 90 65		
Sexual Health Outreach and Prevention Program  (SHOPP) - Express Testing**  # of screening encounters  # of clients screened  # of clients with positive STI identified  Sexual Health Outreach and Prevention Program  (SHOPP)- Linkage **  # of clients referred to Linkage  # of clients linked to care  Sexual Health Outreach and Prevention Program  (SHOPP)- CSCMP **	Jan 2023 Jan 2023	Jan 2024 182 182 15 Jan 2024 14 13	<b>↑ ↑ ↑</b>	FY 22-23	FY 23-24 1,217 1,209 127 FY 23-24 90 65	<b>↑ ↑</b>	
Sexual Health Outreach and Prevention Program  Sexual Health Outreach and Prevention Program  (SHOPP) - Express Testing**  of screening encounters  of clients screened  of clients with positive STI identified  Sexual Health Outreach and Prevention Program  (SHOPP) - Linkage **  of clients referred to Linkage  of clients linked to care  Sexual Health Outreach and Prevention Program  (SHOPP) - CSCMP **  of referrals (pregnant, post-partum, infants)	Jan 2023 Jan 2023	Jan 2024 182 182 15 Jan 2024 14 13	<b>† † † †</b>	FY 22-23	FY 23-24 1,217 1,209 127 FY 23-24 90 65	T T	
Sexual Health Outreach and Prevention Program  (SHOPP) - Express Testing**  # of screening encounters  # of clients screened  # of clients with positive STI identified  Sexual Health Outreach and Prevention Program  (SHOPP) - Linkage **  # of clients referred to Linkage  # of clients linked to care  Sexual Health Outreach and Prevention Program  (SHOPP) - CSCMP **  # of referrals (pregnant, post-partum, infants)  # of clients enrolled in CM	Jan 2023 Jan 2023	Jan 2024 182 182 15 Jan 2024 14 13 Jan 2024	*****************	FY 22-23	FY 23-24 1,217 1,209 127 FY 23-24 90 65 FY 23-24 83	T T	
Sexual Health Outreach and Prevention Program  (SHOPP) - Express Testing**  # of screening encounters  # of clients screened  # of clients with positive STI identified  Sexual Health Outreach and Prevention Program  (SHOPP)- Linkage **  # of clients referred to Linkage  # of clients linked to care  Sexual Health Outreach and Prevention Program  (SHOPP)- CSCMP **  # of referrals (pregnant, post-partum, infants)  # of clients enrolled in CM  # of active pregnant clients	Jan 2023 Jan 2023	Jan 2024 182 182 15 Jan 2024 14 13 Jan 2024	***	FY 22-23	FY 23-24 1,217 1,209 127 FY 23-24 90 65 FY 23-24 83	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	CHW visits-2
Sexual Health Outreach and Prevention Program  (SHOPP) - Express Testing**  # of screening encounters  # of clients screened  # of clients with positive STI identified  Sexual Health Outreach and Prevention Program  (SHOPP) - Linkage **  # of clients referred to Linkage  # of clients linked to care	Jan 2023 Jan 2023	Jan 2024 182 182 15 Jan 2024 14 13 Jan 2024 9 5	***	FY 22-23	FY 23-24 1,217 1,209 127 FY 23-24 90 65 FY 23-24 83 56	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	CHW visits-2 CHN visits-2