



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** January 26, 2023

RE: *Approval of lease amendment with All Saints Episcopal Church (ASEC) to increase clinic capacity.*

PETITION #14-23

That the Southern Nevada District Board of Health *approve the amendment to the lease agreement with All Saints Episcopal Church.*

PETITIONERS:

Fermin Leguen, MD, MPH, District Health Officer *FL*
Cortland Lohff, MD, Chief Medical Officer/Director of Primary and Preventive Care *CL*
Lourdes Yapjoco, MSN, RN, CCM, Chief Administrative Nurse *Ly*

DISCUSSION:

The SNHD Sexual Health Clinic (SHC) has been providing sexual health and immunization services to community members at ASEC since December 2021. This is being seen as a model for how health departments can engage non-traditional partners to address health inequities and improve health outcomes. SNHD wishes to lease additional space at ASEC to accommodate expansion of services and this requires an increase in monthly lease amount.

FUNDING:

Funding for this contract is through SNHD general funds. The clinic generates revenues from third-party billing and 340B pharmacy savings to help sustain operations over the long term.



**AMENDMENT A02 TO
LEASE AGREEMENT
BETWEEN
ALL SAINTS' EPISCOPAL CHURCH
AND
SOUTHERN NEVADA HEALTH DISTRICT
C2200058**

THIS AMENDMENT A02 IS MADE WITH REFERENCE TO LEASE AGREEMENT for the lease of real property ("Lease"), Effective Date November 1, 2021, and as amended on May 2, 2022, by and between All Saints' Episcopal Church, a not-for-profit faith-based community organization ("Lessor") and the Southern Nevada Health District ("Lessee") (individually "Party," collectively "Parties").

WHEREAS, the Parties mutually desire to extend the term of the Lease.

NOW, THEREFORE, pursuant to Subsection 2.01 of the Agreement, the Parties agree to amend the Agreement as follows:

- 1) Subsection 1.02 of the Agreement is hereby deleted in its entirety and replaced by the following:
 - 1.02 The Premises includes the following:
 - a) Access to use Lessor's functioning SmartTVs, as needed;
 - b) Four (4) classrooms (Rooms 1, 2, 5 and 6);
 - c) Four (4) restrooms for use of Lessee's employees and clients, including one (1) ADA compliant restroom;
 - d) Access to a courtyard adjacent to the premises for use of Lessee's employees and clients;
 - e) Two (2) keys and gate code to open all gates and doors necessary for Lessee's use of the Premises; and
 - f) Access to Parish Hall.
- 2) Subsection 2.01 is hereby deleted in its entirety and replaced with the following:
 - 2.01 Term. This Lease is effective on November 1, 2021 ("Effective Date") through December 31, 2023 (the "Term"). This Lease may be extended upon mutual written agreement by the Parties.
- 3) Subsection 3.01 is hereby deleted in its entirety and replaced with the following:

- 3.01 Lessee shall pay rent to Lessor pursuant to this Subsection 3.01 by the 5th of each month, for the Term of this Agreement.
- a) Monthly Rent from November 1, 2021 through May 1, 2022: \$2,000
 - b) Monthly Rent from May 2, 2022 through December 31, 2022 : \$2,300
 - c) Monthly Rent from January 1, 2023 through December 31, 2023: \$3,000
- 4) Subsection 3.02 is hereby deleted in its entirety and replaced with the following:
- 3.02 Utilities. Lessor shall provide 100% of the utilities (i.e. electricity, gas, water, and trash) for the Premises, including heated and cooled central air.
- a) Lessor will provide maintenance and pay for janitorial services to ensure deep cleaning of common areas, restrooms, and supply stocking of bathrooms on the Premises every Saturday during the Term of the Lease.
 - b) Lessee will provide janitorial services for all leased areas, including the clinic floor, private restrooms in rooms 5 and 6, and the removal of non-medical waste. Lessee will ensure daily cleaning and disinfection of all leased rooms and removal of medical waste during clinic days.
 - c) Lessor will provide deep cleaning services of the clinic and restroom areas once per week at no additional charge to Lessee for the term of this Lease.
 - d) Lessor will allow Lessee to install WiFi services for the purposes of the clinic.

This Amendment A02 is effective as January 1, 2023.

Except as expressly provided in this Amendment A02, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A02 to Agreement C2200058.

LESSOR:
ALL SAINTS EPISCOPAL CHURCH

LESSEE:
SOUTHERN NEVADA HEALTH DISTRICT

By: _____
Fr. Rafael Pereira
Priest-in-charge

By: _____
Fermin Leguen, MD, MPH
District Health Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

This amendment is approved as to form, and
for governing body ratification;

By: January 2023
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District