



## MINUTES

### SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING

July 25, 2024 – 9:00 a.m.

Meeting was 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

- MEMBERS PRESENT:** Marilyn Kirkpatrick, Chair – Commissioner, Clark County (*in-person*)  
Scott Nielson, Vice-Chair – At-Large Member, Gaming (*in-person*)  
Frank Nemeec, 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 (*via WebEx*)  
Pattie Gallo – Council Member, City of Mesquite (*via WebEx*)  
Tick Segerblom – Commissioner, Clark County (*in-person*)
- ABSENT:** Joseph Hardy – Council Member, City of Boulder City  
Brian Knudsen – Mayor Pro Tempore, City of Las Vegas  
Jim Seebock – Council Member, City of Henderson
- ALSO PRESENT:** Linda Anderson, Christopher Boyd, Liz Casiello, James Facer, Jamarvin  
(In Audience) Harvey, Todd Hightower, Maya Holmes, Deborah Kuhls, Bradley Mayer,  
Paola Mena, Teddy Parker, Kristine Perez, Daniel Purcell, Lisa Rogge, Stacie  
Sasso, Damien Soup, Mahogany Turfley
- LEGAL COUNSEL:** Heather Anderson-Fintak, General Counsel
- EXECUTIVE SECRETARY:** Fermin Leguen, MD, MPH, District Health Officer
- STAFF:** Elizabeth Adelman, Talibah Abdul-Wahid, Jason Agudo, Adriana Alvarez,  
Rashida Alvarez, Anna Angeles, Bonnie Archie, Larry Armstrong, Jacqueline  
Ayala, Maria Azzarelli, Tanja Baldwin, Tawana Bellamy, Haley Blake, Murphy  
Boudreaux, Jennifer Bowers, Nicole Bungum, Cory Burgess, Daniel Burns,  
Victoria Burris, Erika Bustinza, Nancy Cadena, Belen Campos-Garcia,  
Willys Chang-Mah, Nicole Charlton, Mary Cooper, Andria Cordovez Mulet,  
Rebecca Cruz-Nañez, Corey Cunningham, Gerard Custodio, Nevena  
Cvijetic, Liliana Davalos, Jeffrey Dawson, Brandon Delise, Chris DeLisle,  
Aaron DelCotto, Rayleen Earney, Regena Ellis, Kaylina Fleuridas, Jason  
Frame, Nick Gabler, Cheri Gould, Jacques Graham, Heather Hanoff,  
Amineh Harvey, Richard Hazeltine, Victoria Hughes, Dan Isler, Molly  
Jacobs, Danielle Jamerson, Jessica Johnson, Horng-Yuan Kan, Theresa  
Ladd, Heidi Laird, Josie Llorico, Cassius Lockett, Sandy Lockett, Anilkumar  
Mangla, Cassondra Major, Kimberly Monahan, Brian Northam, Erin  
O’Malley, Lorraine Oliver, Joi Oliveros, Veralynn Orewyler, Kyle Parkson,  
Pitchaya Pattasema, Jill Perlstein, Phillip Pilares, Jeff Quinn, Larry Rogers,  
Alexis Romero, Arc Rufo, Kim Saner, Aivelhyn Santos, Dave Sheehan,  
Steven Shore, Karla Shoup, Jennifer, Sizemore, Randy Smith, B.J. Souza,

Candice Stirling, Shaqweta Summerville, Will Thompson, Greg Tordjman, Renee Trujillo, Pash Usufzy, Jorge Viote, DJ Whitaker, Edward Wynder, Lourdes Yapjoco

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

The Chair called the Southern Nevada District Board of Health Meeting to order at 9:02 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. OATH OF OFFICE**

Ms. Cordovez Mulet administered the Oath of Office to Members Bond and Nemecc.

**IV. RECOGNITIONS**

**1. Maria Azzarelli, Nicole Bungum, and Rayleen Earney (Office of Chronic Disease Prevention and Health Promotion)**

- U.S. Department of Health and Human Services – Office of Disease Prevention and Health Promotion – Healthy People 2030 Champion Spotlight on “*Southern Nevada Health District: Setting Targets to Drive Improvements in Disease Prevention and Health Promotion*”

The U.S. Department of Health and Human Services developed a spotlight blog post regarding the Health District’s Office of Chronic Disease Prevention and Health Promotion’s designation as a Healthy People 2030 Champion. The spotlight distributed at the national level on June 20, 2024, was titled, “*Southern Nevada Health District: Setting Targets to Drive Improvements in Disease Prevention and Health Promotion.*” Program Manager Maria Azzarelli, Supervisor Nicole Bungum, and Health Educator Rayleen Earney were featured in the spotlight discussing the team’s various successes to reduce the burden of chronic disease throughout the years. On behalf of the Health District and the Board, the Chair congratulated the employees for this accomplishment.

*Member Nielson joined the meeting at 9:07 a.m.*

**2. Southern Nevada Health District – July Employees of the Month**

- Lisa Cole and Phillip Pilares

The Chair recognized the Employees of the Month. Each month the Health District, and the Board of Health, recognized those employees that went above and beyond for the Health District and our community and that best represented the Health District’s C.A.R.E.S. Values. On behalf of the Health District and the Board, the Chair congratulated these exceptional employees.

### 3. Southern Nevada Health District – Manager/Supervisor of the Quarter

- Tanja Baldwin and Kimberly Franich

The Chair recognized the Manager/Supervisor of the Quarter. Each quarter two individuals are selected, as nominated by staff, to recognize leadership, teamwork efforts, ideas, or accomplishments, and best represent the Health District's C.A.R.E.S. Values. On behalf of the Health District and the Board, the Chair congratulated these exceptional employees.

- V. **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.

### VI. **ADOPTION OF THE JULY 25, 2024 MEETING AGENDA** *(for possible action)*

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

- VII. **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:** June 27, 2024 *(for possible action)*
2. **PETITION #36-24: Approval of the Construction Agreement between the Southern Nevada Health District and KOR Building Group, LLC to build a Behavioral Health Clinic at 280 Decatur Blvd.;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
3. **PETITION #40-24: Approval of a contract for Data Security Posture Management Software as a Service (SaaS) between Escape Velocity Holdings Inc. dba Trace3 LLC and the Southern Nevada Health District;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
4. **PETITION #01-25: Approval of an Equipment Sale Agreement with STERIS Corporation for the purchase of an Autoclave – AMSCO 250LS Small Steam Sterilizer;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

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

**VIII. CLOSED SESSION**

Go into closed session, pursuant to NRS 288.220 for the purpose of conferring with Health District attorney regarding labor issues.

The Board did not require a Closed Session.

**IX. 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. PETITION #02-25: Approve and Authorize the District Health Officer to sign General and Supervisory Units Collective Bargaining Agreements (CBAs) both to be effective upon approval by the Board, as follows:**

- a. FY25 – 5% Cost of Living Adjustment (COLA); 1-Step increase in FY25 for those who have not reached the Final 14<sup>th</sup> Step of the Salary Schedule;
- b. FY26 – 4% COLA; 1-Step increase in FY25 for those who have not reached the Final 14<sup>th</sup> Step of the Salary Schedule;
- c. Terms and Conditions of Article 20 will be retroactively applied;
- d. Extend the Same Financial Changes to Non-Union Employees Not Covered by the SEIU General or Supervisory Collective Bargaining Agreements; and direct staff accordingly or take other action as deemed necessary. *(for possible action)*

Teddy Parker, of Parker Nelson & Associates, spokesperson representing the Health District's management negotiation team, advised that the Health District and SEIU reached a tentative agreement on the Collective Bargaining Agreements (CBA) on July 3, 2024. Mr. Parker outlined that the CBAs were for 2 years, and the Health District increased the first year COLA to 5% from the last offer. Mr. Parker further advised that the direction of the Board was taken into consideration.

Further to an inquiry from Member Nielson on the potential outcome of the Health District's end fund balance, Mr. Parker confirmed that the Health District would comply with the necessary levels of funding.

Member Segerblom thanked Mr. Parker and noted the positive comments he received from the union.

The Chair opened for Public Comment.

Seeing no one, the Chair closed the Public Comment.

*A motion was made by Member Black, seconded by Member Segerblom, and carried unanimously to approve and authorize the District Health Officer to sign General and Supervisory Collective Bargaining Agreements (CBAs) both to be effective upon approval by the Board of Health, as presented.*

**X. REPORT / DISCUSSION / ACTION**

- 1. Receive, Discuss and Approve the Recommendations from the Nominations of Officers Committee for the Officers (Chair, Vice-Chair and Secretary) of the Southern Nevada District Board of Health for a One Year Term Beginning July 1, 2024;** direct staff accordingly or take other action as deemed necessary (*for possible action*)

The Chair provided a summary of the Nomination of Officers Committee meeting on July 23, 2024.

*A motion was made by Member Nemece, seconded by Member Segerblom, and carried unanimously to approve the recommendation from the Nomination of Officers Committee and appoint Marilyn Kirkpatrick as Chair, Scott Nielson as Vice Chair, and Nancy Brune as Secretary of the Southern Nevada District Board of Health for FY2025.*

- 2. Receive, Discuss and Approve the Recommendations from the Nominations of Officers Committee for the Officers (Chair and Vice-Chair) of the Public Health Advisory Board for a One Year Term Beginning July 1, 2024;** direct staff accordingly or take other action as deemed necessary (*for possible action*)

The Chair provided a summary of the Nomination of Officers Committee meeting on July 23, 2024.

*A motion was made by Member Nemece, seconded by Member Black, and carried unanimously to approve the recommendation from the Nomination of Officers Committee and appoint Kenneth Osgood as Chair and Susan VanBeuge as Vice Chair of the Public Health Advisory Board for FY2025.*

- XI. 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**)

Member Nemece requested additional information on the small steam sterilizer that was approved in the Consent Agenda. Dr. Leguen advised that, due to the technical nature of the equipment, he will obtain additional information to be provided to the Board, along with the procurement process.

Member Segerblom encouraged the Health District to communicate with Clark County to discuss the possibility of a mosquito abatement district.

The Chair outlined her experience working with CCSD students to develop an app that would be presented to the Board of Clark County Commissioners. The Chair inquired about the possibility of doing something similar with students at the Health District, allowing students to learn and contribute to public health interventions. Member Bond advised that the Culinary Health Fund would support this initiative. Dr. Leguen agreed to explore this initiative through the Office of Communications. Member Black raised the work of the Water Conservation Youth Council, noted

the work done with students through the Office of Chronic Disease Prevention and Health Promotion and suggested a Public Health Youth Advisory Council.

The Chair raised recent discussions at the Patient Protection Board, particularly around targeted Medicaid reimbursements, an update to the Medicaid billing system, start-up costs for Graduate Medical Education (GME), and the utilization of FQHCs for primary care.

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

- DHO Comments

In addition to his written report, Dr. Leguen advised that West Nile Virus was a growing concern in the community. Dr. Leguen advised that there were 19 human cases of West Nile Virus in the community. Staff from the Office of Disease Surveillance and Environmental Health were working together on education, field work and surveillance. Dr. Leguen further confirmed that mosquitos with West Nile Virus have been identified in 44 zip codes. The Health District continued the discussion of feasibility of a mosquito abatement district to allow for more standardized mosquito control across the community.

- Community Status Assessment Survey Launch

Carmen Hua, Health Educator II, provided an update on the Community Health Assessment.

The Board members requested that the flyers be sent to them for circulation.

## **XIII. INFORMATIONAL ITEMS**

1. Administration Division Monthly Activity Report
2. Community Health Division Monthly Activity Report
3. Community Health Center (FQHC) Division Monthly Report
4. Disease Surveillance and Control Division Monthly Activity Report
5. Environmental Health Division Monthly Activity Report
6. Primary & Preventive Care Division Monthly Activity Report

- XIV. 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.

Rory Kuykendall, representing the Culinary Union, submitted a written public comment and addressed the Board regarding ghost kitchens. Mr. Kuykendall noted that the ghost kitchen model raised food safety concerns and concerns regarding violations or tracing illness back to shared facilities.

Joey Chavez, worker at Citizen's Kitchen and Bar, stated that kitchen workers rely on the Health District to inspect restaurant work areas. Mr. Chavez confirmed that he has seen Health District staff doing routine inspections to ensure workers were safe and to keep the public safe. Mr.

Chavez stated that the Health District should prioritize regulating virtual restaurants and ghost kitchens so that kitchen workers are protected by the same enforcement and inspections that are important to public health.

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

## **XV. ADJOURNMENT**

The Chair adjourned the meeting at 9:55 a.m.

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



## AGENDA

### SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING

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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=mab5e3eeb0ad1a33472ff4662e87d5795>

To call into the meeting, dial (415) 655-0001 and enter Access Code: [2555 522 7285](https://snhd.webex.com/snhd/j.php?MTID=mab5e3eeb0ad1a33472ff4662e87d5795)

For other governmental agencies using video conferencing capability, the Video Address is:  
[25555227285@snhd.webex.com](mailto:25555227285@snhd.webex.com)

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#### 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.

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#### I. CALL TO ORDER AND ROLL CALL

#### II. PLEDGE OF ALLEGIANCE

#### III. OATH OF OFFICE

#### IV. RECOGNITIONS

##### 1. Maria Azzarelli, Nicole Bungum, and Rayleen Earney (Office of Chronic Disease Prevention and Health Promotion)

- U.S. Department of Health and Human Services – Office of Disease Prevention and Health Promotion – Healthy People 2030 Champion Spotlight on “*Southern Nevada Health District: Setting Targets to Drive Improvements in Disease Prevention and Health Promotion*”

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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:** [public-comment@snhd.org](mailto:public-comment@snhd.org). 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 2555 522 7285. To provide public comment over the telephone, please press \*3 during the comment period and wait to be called on.

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- Community Status Assessment Survey Launch

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**XV. 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 <https://snhd.info/meetings>, the Nevada Public Notice website at <https://notice.nv.gov>, 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

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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 (*via WebEx*)  
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 (*in-person*)
- ABSENT:** N/A
- ALSO PRESENT:** Linda Anderson, Jen Bertolani, Michelle Brzycki, George Buzzas, Antony  
(In Audience) Chen, Georgi Collins, Harold Collins, Trey Delap, Kyle Devine, Sean Dort,  
Calai Elumalai, Allison Genco, Kiran Gill, Aaron Gutierrez, Maya Holmes,  
Deborah Kuhls, Jimmy Lau, Jennifer Lopez, Bradley Mayer, Teddy Parker, Lisa  
Rogge, Stacie Sasso, Paul Shubert, Todd Sklamberg, Debbie Springer,  
Shauna Tello, Mahogany Turfley, Susan VanBeuge
- LEGAL COUNSEL:** Heather Anderson-Fintak, General Counsel
- EXECUTIVE SECRETARY:** Fermin Leguen, MD, MPH, District Health Officer (*absent*)
- STAFF:** Elizabeth Adelman, Talibah Abdul-Wahid, Malcolm Ahlo, Chelle Alfaro,  
Adriana Alvarez, Rashida Alvarez, Kristen Anderson, Renita Anderson, Emily  
Anelli, Anna Angeles, Lisa Archie, Larry Armstrong, Jonna Arqueros,  
Jacqueline Ayala, Maria Azzarelli, Tawana Bellamy, Mark Bergtholdt, Haley  
Blake, Murphy Boudreaux, Amanda Brown, Cory Burgess, Daniel Burns,  
Nikki Burns-Savage, Victoria Burris, Donna Buss, Erika Bustinza, Joe  
Cabanban, Belen Campos-Garcia, Andy Chaney, Nicole Charlton, Jonathan  
Contreras, Mary Cooper, Andria Cordovez Mulet, Rebecca Cruz-Nañez,  
Corey Cunnington, Cherie Custodio, Gerard Custodio, Brendan Dalton,  
Liliana Davalos, Banessa Diaz Villa, Chris DeLisle, Aaron DelCotto, Edna  
DelRosario, Lily Dominguez, Rayleen Earney, Regena Ellis, Brian Felgar, Ina  
Fincher, Kaylina Fleuridas, Adelina Folkes, Jason Frame, Kimberley Franich,  
Monica Galaviz, Cheri Gould, Jacques Graham, Heather Hanoff, Jeremy  
Harper, Maria Harris, Sheila Harris, Amineh Harvey, John Hammond,  
Richard Hazeltine, Dan Isler, Lorretta Jennings, Jessica Johnson, Horng-

Yuan Kan, Mikki Knowles, Greg Lang, Cassius Lockett, Erick Lopez, Jennifer Loysaga, Randolph Lockett, Sandy Lockett, Hetal Luhar, Anilkumar Mangla, Cassondra Major, Blanca Martinez, Roni Mauro, Kimberly Monahan, Gabriela Montaldo, Stephanie Montgomery, Samantha Morales, Christian Murua, Todd Nicolson, Brian Northam, Lorraine Oliver, Veralynn Orewyler, Taimi Ortega, Kyle Parkson, Neleida Pelaez, Tasheka Powell, Luann Province, Yin Jie Qin, Zuwen Qiu-Shultz, Patricia Quiroz, Cheryl Radeloff, Larry Rogers, Alexis Romero, Lester Rossi-Boudreaux-Thibodeaux, Arc Rufo, Kim Saner, Myra Santillan, Aivelhyn Santos, Chris Saxton, Kris Schamaun, Rabea Sharif, Dave Sheehan, Karla Shoup, Rosanna Silva-Minnich, Marnita Smith-Dent, Bruno Stephani, Amy Stines, Shaqweta Summerville, Ronique Tatum-Penegar, Will Thompson, Rebecca Topol, Greg Tordjman, Renee Trujillo, Justin Tully, Shylo Urzi, Lizbeth Vasquez, Yolanda Villalobos, Jorge Viote, DJ Whitaker Jules Wilson, Lourdes Yapjoco, Merylyn Yegon, Adrienne Young, Christian Young

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

The Chair called the Southern Nevada District Board of Health Meeting to order at 9:00 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. **Dr. Erick Lopez, Lei Zhang, Rebecca Topol, Greg Lang, and Dr. Cassius Lockett**

- Poster Award in Health Equity and Tribal Epidemiology at the 2024 Council of State and Territorial Epidemiologists (CSTE) Annual Conference for co-authoring “*Advancing Health Equity through Health Information Exchange: Augmenting Socio-Demographic Surveillance Data Completeness*”

The Chair recognized Dr. Lopez, Mr. Zhang, Ms. Topol, Mr. Lang and Dr. Lockett for receiving an award in Health Equity and Tribal Epidemiology at the CSTE Annual Conference for co-authoring a poster on “*Advancing Health Equity through Health Information Exchange: Augmenting Socio-Demographic Surveillance Data Completeness*”. Posters were chosen by a review committee based on scientific content, public health impact and whether it exemplifies the effective and innovative application of epidemiologic methods in an investigation or study. On behalf of the Health District and the Board, the Chair congratulated the employees for their accomplishment.

### 2. **Southern Nevada Health District – June Employees of the Month**

- Brian Felgar and Lester Rossi Boudreaux-Thibodeaux

The Chair recognized the Employees of the Month. Each month the Health District, and the Board of Health, recognized those employees that went above and beyond for the Health

District and our community and that best represented the Health District's C.A.R.E.S. Values. On behalf of the Health District and the Board, the Chair congratulated these exceptional employees.

- 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.

Jules Wilson has been a Lab Assistant for the Health District at the Southern Nevada Public Health Laboratory for the past two years; however, had worked in hospitals for 19 years. Mr. Wilson stated that he knew when healthcare employees were valued and not valued. Mr. Wilson was speaking on behalf of Health District employees, who were on the front lines during the pandemic, putting themselves and their families at risk. Mr. Wilson stated that management did not care, nor appreciated, the employees. Mr. Wilson advised management that, if they cared, they would help the employees' families to keep up with the cost of living and fix the staffing situation that has left many overworked and underpaid. Mr. Wilson stated that the management's offer (related to the Collective Bargaining Agreements) was not good enough and did not go far enough to fix the challenges faced by employees.

Regina Ellis, a Community Health Nurse at the Health District, spoke on the resolution regarding the budget and the need to prioritize the resources for the workforce. Ms. Ellis stated that the Health District employees were on the front lines of any public health crisis, such as the pandemic, which put their families at risk for the community. Ms. Ellis stated that management said that they were grateful and called healthcare workers heroes. The union was hopeful at the start of the negotiations that a real solution to staffing shortages would be addressed; however, not enough had been done to invest in public health workers and the negotiations remained at a standstill. Ms. Ellis urged the Board to use the funding that would be discussed during the meeting to resolve the issues she raised. Ms. Ellis stated that the cost of living had skyrocketed, housing had increased, along with food, gas, diapers, and formula, but the employees' wages had not caught up. Ms. Ellis recalled that the state provided flexible funding to invest in public health and in the workforce; not investing in the workforce would create a public health crisis and meant that the workforce would not be prepared when the next pandemic struck. Ms. Ellis requested the Board's leadership to help the public health workforce in the community.

Arc Rufo, a Disaster Recovery Specialist at the Health District, spoke on behalf of the individuals that supported health care providers behind the scenes to protect the community. Mr. Rufo advised that as he worked in the Information Technology (IT) Department, they were also dealing with the same issues as his coworkers, of being short-staffed, overworked and that management's refused to hire needed positions. Mr. Rufo outlined that the Health District did not have a dedicated cybersecurity position, and recently had to deal with an issue of the website being hacked, wherein payment information was placed on a fake website that appeared to look like the Health District's website. Once the issue was identified, the IT team was able to work throughout the weekend to fix the issue, but Mr. Rufo stated that the issue could have been avoided with the proper staff. Mr. Rufo stated that IT staff were asked to work more without overtime when their salaries already weren't competitive. Mr. Rufo advised that the systems engineers and technicians were dramatically underpaid, not by a few percentage points, but significantly under market value. Mr. Rufo stated that inflation had been as high as 8-10% and

that management's offer (related to the Collective Bargaining Agreements) did not bring staff to market value and did not address staffing issues. Mr. Rufo stated that things had to change or experienced workers would not stay and if those experienced workers did not stay, then public health in the community would suffer. Mr. Rufo concluded that that they would make their voices heard and continue to fight.

Lorraine Oliver, a retired Community Health Nurse, stated that she was voted onto the bargaining team for the Health District employees due to her years of service and was then removed from the bargaining team. Ms. Oliver stated that she considered SEIU and the Health District as her family. Ms. Oliver further stated that approximately three weeks ago, she received an email from the nursing management at the Health District requesting that she return to the Health District. Ms. Oliver advised that Human Resources (HR) decided that they wanted to use individuals that were not trained and pay more. Ms. Oliver stated that she participated in many bargaining teams at the Health District and that everyone on the management bargaining team was new, except for one member. Ms. Oliver stated that one of the items for bargaining that had not been resolved was that management would not consider seniority of an individual when promoting or hiring individuals. Ms. Oliver stated that at the beginning of negotiations, staff were asked to give up their right to speak to the Board. Ms. Oliver further raised concerns regarding the NEOGOV system, which was used by many public entities for timekeeping, etc. Ms. Oliver advised that every bargaining team member was not paid adequately through that system, and it took more than a week to fix it. Further, there were still issues related to correct time balances. Ms. Oliver stated that management needed to show that they care about their employees.

Harold Collins, representing himself, was a resident of Southern Nevada and did not have any financial interest in aquatic facilities. Mr. Collins referenced the June 27, 2024, District Health Officer Report on the topic of the revocation of lifeguard waivers. Mr. Collins stated that private athletic clubs and aquatic facilities played an important part in the health of the community and were a great benefit for senior citizens. Mr. Collins noted an article in the Las Vegas Review Journal on May 21, 2024, on the enforcement of lifeguard requirements putting access to health benefits at risk. Mr. Collins stated that he did not see a risk assessment study performed by the Health District to support the elevation of risk of exercising in a four-and-a-half-foot pool for exercise and other activities. Mr. Collins stated that there was a risk with almost everything, including lifting weights, hiking, even crossing the street, but the Health District did not impose requirements for spotters at every weight workout station or someone to accompany every hiker on the trail. Mr. Collins encouraged the Health District to conduct a scientific fact-based risk assessment study of the risk and benefit from aquatic facilities, exercise facilities, and not rely on anecdotal incidences.

Stacie Sasso, the Executive Director for the Health Services Coalition (Coalition), spoke regarding trauma systems. Ms. Sasso advised that the Coalition, and its' members, had been involved in the regulation and oversight of the Southern Nevada Trauma System for more than 20 years, as an effective trauma system was vital to the community. Ms. Sasso expressed her thanks to the Health District for the work done to ensure that the trauma system remained stable and effective. Ms. Sasso stated that they supported smart growth that was consistent with national guidelines, was based on comprehensive data and proactive assessments of community needs to safeguard the ability to get the right patient to the right care at the right time. Unneeded proliferation of trauma centers would oversaturate the system, dilute the quality of care, strain resources and undermine the stability of existing trauma centers. Ms. Sasso proceeded to advise that both the state and local health district trauma system regulations indicate trauma system expansion should be based on a determination of need or unmet need, and that any expansion would not

negatively impact the existing trauma centers. Ms. Sasso recalled that in 2016, the Board directed the Regional Trauma Advisory Board (RTAB) to conduct a comprehensive needs assessment before bringing forward applications for trauma centers. A subcommittee of RTAB did a lot of work over several years to develop objective criteria to assess trauma system needs, and much of that work resulted in data that was available in the Southern Nevada Trauma System Report. Ms. Sasso looked forward to RTAB reviewing the data in depth, and any additional data it required to fulfill its advisory role and make a recommendation on system needs to the Board. Ms. Sasso addressed the high-level presentation on trauma systems on this meeting agenda. Ms. Sasso looked forward to having detailed data-driven presentations and discussions on the trauma system, especially if the Board were asked to consider making changes to the existing trauma system. Ms. Sasso noted the growth of free-standing emergency departments and raised concern about the rapid growth in the community, often not far from existing hospitals and often in higher income areas. Ms. Sasso stated that, in 2016, hospitals opened 11 free-standing emergency departments and 6 micro or limited hospitals, and there were at least 5 applications pending. Ms. Sasso stated that patients attempted to access urgent care at a free-standing emergency department because the building looked like an urgent care facility. The patient was then billed at the hospital rates. On the other hand, if patients experienced a true emergency, they would need to be transferred to a hospital, which would delay care and take patients far away from their homes. Ms. Sasso recalled that several years ago, the Health District changed EMS protocols to permit EMS transports to micro-hospitals and free-standing emergency departments, which significantly reshaped healthcare delivery in the community and impacted patients. Ms. Sasso urged reporting of those transports to understand EMS transports, transfers, discharges, admissions, and other information at these new facilities and the micro hospitals. Further, Ms. Sasso advised that free-standing emergency departments' transfer transport protocols, trauma transport protocols, and changes to EMS catchment areas should be brought before the Board for review and approval.

Maya Holmes, the Health Policy Director for the Culinary Health Fund and a representative on the RTAB, echoed the goals and concerns stated by Ms. Sasso. Ms. Holmes wished to comment on issues in the trauma system presentation that she hoped would be clarified and presented to RTAB. Ms. Holmes raised that the presentation showed an annual growth in trauma patients of 10% from 2019 to 2023, mainly among step four patients who do not have trauma level injuries but have certain risk factors. Ms. Holmes stated that there has been a growth in step four patients since the EMS protocol changed in 2018, which mandated transfer of all step fours to a trauma center. Ms. Holmes indicated that the protocol was not consistent with national guidelines, and they support its reversal. Ms. Holmes stated that the transport times in the presentation were skewed as they were not broken down by step level. Ms. Holmes noted that excellent transport times over the last five years. Ms. Holmes also noted that the presentation references population growth but does not specify the location of growth and noted that population growth did not automatically correlate with trauma growth. Further, Ms. Holmes noted that the presentation compared the Health District's trauma system to other trauma systems, and noted that it was not an equal comparison, as comparisons should consider capacity, geography, physician workforce availability, and the planning behind each trauma system. Ms. Holmes concluded that she looked forward to having robust and comprehensive data to determine any need for trauma system change or growth, along with RTAB reviewing the 2023 Clark County Trauma System Report.

Dr. Deborah Kuhls, Chief of Trauma at UMC, commented on trauma systems. Dr. Kuhls outlined her knowledge of shock trauma, which was one of the first systems of trauma centers and continued to be a model of care. Dr. Kuhls advised that trauma systems required detailed analysis, including geospatial modeling, to ensure that southern Nevada residents had access to



a trauma center. Dr. Kuhls looked forward to working with the RTAB to better examine the information that would be presented to the Board.

Aaron Gutierrez submitted a written public comment and addressed the Board regarding the revocation of lifeguard waivers. Mr. Gutierrez requested that the Board reinstate the lifeguard waivers until the Board could study the impacts of the revocation. Mr. Gutierrez stated that the CDC required lifeguards for pools that were deeper than 5 feet or 5 meters. Mr. Gutierrez further commented that most swimming incidents do not happen at commercial gym pools. Mr. Gutierrez stated that individuals signed waivers and attended gyms at their own risk. Mr. Gutierrez raised that pools were overcrowded with people standing in the pool when he tried to swim laps. Mr. Gutierrez stated that he felt that he did not need a lifeguard babysitting him in three and a half feet of water. He advised that his gym followed the rules, and that the Las Vegas Athletic Club (LVAC) should be punished for not following the rules. Mr. Gutierrez felt that the lack of lifeguards would be more of a liability issue for a gym's liability insurance as opposed to a health department issue. Mr. Gutierrez requested that the Board reconsider the revocation of lifeguard waivers.

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

**V. ADOPTION OF THE JUNE 27, 2024 MEETING AGENDA** *(for possible action)*

Item VI.2 was removed from the Consent Agenda.

*A motion was made by Member Hardy, seconded by Member Nielson, and carried unanimously to approve the June 27, 2024 Amended 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:** May 23, 2024 *(for possible action)*

~~**2. PETITION #40-24: Approval of a contract for Data Security Posture Management Software as a Service (SaaS) between Escape Velocity Holdings Inc. dba Trace3 LLC and the Southern Nevada Health District;** direct staff accordingly or take other action as deemed necessary *(for possible action)*~~

Item VI.2 (Petition #40-24) was removed from the Consent Agenda and may be brought back at a later date.

*A motion was made by Member Nielson, seconded by Member Black, and carried unanimously to approve the June 27, 2024 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.

There were no items heard.

## VIII. REPORT / DISCUSSION / ACTION

**1. Receive, Discuss and Approve Recommendations from the June 6, 2024 At-Large Member Selection Committee Meeting;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

### a. Southern Nevada District Board of Health

Chair Black provided a summary from the At-Large Selection Committee meeting on June 6, 2024 with the recommendation of Dr. Frank Nemec as the physician representative on the Board. After further discussion, the following motion was made:

*A motion was made by Chair Kirkpatrick, seconded by Member Hardy, and carried unanimously to accept the recommendation from the At-Large Member Selection Committee and approve Dr. Frank Nemec as the Physician representative to the Southern Nevada District Board of Health for a two-year term beginning on July 1, 2024.*

Chair Black provided a summary from the At-Large Selection Committee meeting on June 6, 2024 with the recommendation of Richard Eide as the regulated business/industry representative on the Board. After further discussion, the following motion was made:

*Member Brune left the meeting at 9:49 a.m.*

*A motion was made by Chair Kirkpatrick, seconded by Member Knudsen, and carried unanimously to approve Bobbette Bond as the Regulated Business/Industry representative to the Southern Nevada District Board of Health for a two-year term beginning on July 1, 2024.*

*Member Brune returned to the meeting at 9:51 a.m.*

Chair Black provided a summary from the At-Large Selection Committee meeting on June 6, 2024 with the recommendation of Scott Nielson as the gaming representative (as recommended by the Nevada Resort Association) on the Board of Health. After further discussion, the following motion was made:

*A motion was made by Chair Kirkpatrick, seconded by Member Knudsen, and carried unanimously to accept the recommendation from the At-Large Member Selection Committee and approve Scott Nielson as the Gaming representative to the Southern Nevada District Board of Health for a two-year term beginning on July 1, 2024.*

**b. Southern Nevada District Board of Health Public Health Advisory Board**

Chair Black provided a summary from the At-Large Selection Committee meeting on June 6, 2024 with the recommendation of Dr. Kenneth Osgood as the physician representative on the Public Health Advisory Board. After further discussion, the following motion was made:

*A motion was made by Chair Kirkpatrick, seconded by Member Hardy, and carried unanimously to accept the recommendations from the At-Large Member Selection Committee and approve Dr. Kenneth Osgood as the Physician representative to the Southern Nevada District Board of Health Public Health Advisory Board for a two-year term beginning on July 1, 2024.*

Chair Black provided a summary from the At-Large Selection Committee meeting on June 6, 2024 with the recommendation of Dr. Susan VanBeuge as the nurse representative on the Public Health Advisory Board. After further discussion, the following motion was made:

*A motion was made by Chair Kirkpatrick, seconded by Member Hardy, and carried unanimously to accept the recommendations from the At-Large Member Selection Committee and approve Dr. Susan VanBeuge as the Registered Nurse representative to the Southern Nevada District Board of Health Public Health Advisory Board for a two-year term beginning on July 1, 2024.*

Chair Black provided a summary from the At-Large Selection Committee meeting on June 6, 2024 with the recommendation of Dr. Brian Labus as the environmental health representative on the Public Health Advisory Board. Dr. Antony Chen, who was an applicant for the environmental health representative on the Public Health Advisory Board, was in attendance, virtually, and addressed the Board in support of his application. After further discussion, the following motion was made:

*A motion was made by Member Hardy, seconded by Chair Kirkpatrick, and carried unanimously to accept the recommendations from the At-Large Member Selection Committee and approve Dr. Brian Labus as the Environmental Health representative to the Southern Nevada District Board of Health Public Health Advisory Board for a two-year term beginning on July 1, 2024.*

**2. Receive, Discuss, and Approve Clark County's Fiscal Year 2025 Budget Pages for SNHD's Schedules B for Funds 7050, 7060, 7070, 7090, and Schedules F-1 & F-2 for Fund 7620; direct staff accordingly or take other action as deemed necessary (for possible action)**

Donnie (DJ) Whitaker, Chief Financial Officer, advised that Clark County increased the property tax revenue allocated to the Health District, which revised the Fiscal Year 2025 Budget that was previously approved by the Board. Ms. Whitaker advised that Clark County requested that the revision be presented to the Board for approval.

Further to an inquiry from Member Segerblom, Ms. Whitaker confirmed that the property tax revenue allocation increased by \$1,056,272.

*A motion was made by Member Knudsen, seconded by Member Black, and carried unanimously to accept the recommendations from the Finance Committee and approve the*

Clark County's Fiscal Year 2025 Budget Pages for SNHD's Schedules B for Funds 7050, 7060, 7070, 7090, and Schedules F-1 & F-2 for Fund 7620, as presented.

**3. PETITION #39-24 – 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 resolutions regarding the budget augmentation, as follows:

- **Resolution #04-24**
  - General Fund: Increase the appropriation of the General Fund by \$894,900, from \$93,837,590 to \$94,732,490
- **Resolution #05-24**
  - Grant Fund, Special Revenue: Decrease the Grant Fund (Special Revenue) by \$23,298,806, from \$96,721,598 to \$73,422,792

*Member Brune left the meeting at 10:06 a.m. and did not return.  
Member Knudsen left the meeting at 10:17 a.m. and did not return.*

*A motion was made by Chair Kirkpatrick, seconded by Member Black, and carried unanimously to accept the recommendations from the Finance Committee and approve Petition #39-24 related to the Budget Augmentation to the Southern Nevada Health District (i) General Fund (Resolution #04-24) and (ii) Grant Fund (Special Revenue) (Resolution #05-24) Budget for the Fiscal Year Ending June 30, 2024, as presented, to meet the mandatory financial requirements of NRS 354.598005.*

**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 advised that, after consultation with Member Nielson, who served as the Chair of the Finance Committee, the Finance Committee meetings would move from quarterly to bi-annually (twice a year).

Chair Kirkpatrick encouraged the Board members to educate their communities on heat related issues and vector control.

*Member Hardy left the meeting at 10:24 a.m.*

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

- DHO Comments

On behalf of Dr. Leguen, Dr. Cassius Lockett, Deputy District Health Officer-Operations, advised that the CDC Director, Dr. Mandy Cohen, was in Las Vegas earlier in the month and

visited the Trac-B Impact Exchange, the Health District's Decatur location and UNLV School of Public Health. There were discussions on substance use, wastewater surveillance and family planning.

Dr. Lockett advised that the Vector Surveillance Team was busy trapping mosquitos. Dr. Lockett advised that, as of June 21<sup>st</sup>, there had been 230 West Nile Virus positive mosquito pools, across 30 zip codes. Dr. Lockett further advised that in addition to West Nile Virus, there was also detection of St. Louis encephalitis.

*Member Hardy returned to the meeting at 10:26 a.m.*

*Member Bond left the meeting at 10:27 a.m.*

The Chair inquired whether the Office of Communications could do educational videos for children and seniors related to mosquito bites using Tik Tok. Dr. Lockett advised that he would raise it with Jennifer Sizemore, the Chief Communications Officer.

*Member Bond returned to the meeting at 10:29 a.m.*

Further to an inquiry from Member Segerblom regarding the creation of a mosquito abatement district, the Chair confirmed that legislators continued to discuss this topic, however, any creation of a mosquito abatement district would have to include funding.

- Educational Presentation on Free-Standing Emergency Departments

Paul Shubert, Chief of the Bureau of Health Care Quality and Compliance, and Kyle Devine, Deputy Administrator of the Regulatory and Planning Branch, from the Department of Health and Human Services Nevada Division of Public and Behavioral Health (DPBH), provided an educational presentation on Free-Standing Emergency Departments.

The Chair advised that a joint meeting with Clark County and the Health District to discuss free-standing emergency departments would be scheduled.

*Member Black left the meeting at 10:38 a.m.*

Further to an inquiry from the Chair regarding the complaint process for free-standing emergency departments, Mr. Shubert advised that complaints should be filed with the Bureau of Health Care Quality and Compliance. Mr. Shubert advised that free-standing emergency department services must be integrated with the parent hospital services.

Further to an inquiry from Member Nemeck on the credentialing process for providers, Mr. Shubert advised that that vetting of staff and requirements for qualification standards were the same as at the parent hospital. The credentialing process would be completed by the governing body for the parent hospital.

*Member Black returned to the meeting at 10:42 a.m.*

Further to an inquiry from Member Bond, Mr. Devine confirmed that integrated referenced in the presentation meant that the free-standing emergency department would be the same as any other hospital department in a hospital system, which would have to meet all the same standards as an out-patient service.

Further to an inquiry from the Chair on the agency that regulates urgent care facilities, Mr. Shubert advised that urgent care facilities would be the same as a physician's office, as in the personnel would be regulated by their professional licensure board.

*Member Nemec left the meeting at 10:55 a.m.*

*Member Nemec returned to the meeting at 10:57 a.m.*

*Member Segerblom left the meeting at 11:00 a.m. and did not return.*

The Chair requested a one-page fact sheet of information on the services provided by urgent cares, free-standing emergency departments, hospitals, and micro hospitals, that Board members could circulate to educate the community on the services provided.

Mr. Devine advised that the free-standing emergency department had to provide the exact same services as an emergency department in a parent hospital. Mr. Devine clarified that the difference would be when someone needed to be admitted; in a hospital, the individual would be transported to another floor, however, in a free-standing emergency department, the individual would need to be transported by motorize transportation. Mr. Devine further advised that if an individual went to a free-standing emergency department and that facility could not provide the same services as the parent hospital, then a complaint would need to be submitted to the Bureau of Health Care Quality and Compliance to be investigated.

- Trauma System of Southern Nevada

Dr. Christian Young, Board-certified emergency physician at UMC and Medical Director for SNHD's Office of Emergency Medical Services & Trauma System (OEMSTS), and John Hammond, Manager of the Office of EMSTS, provided an overview of trauma systems in Southern Nevada.

Further to an inquiry from the Chair regarding where transfer agreements were filed, Dr. Young advised that transfer agreements were submitted with an application for a trauma center. Mr. Hammond advised that transfer agreements were between facilities, not with the jurisdictions.

Further to an inquiry from Member Bond on the number of ambulances in the community, Dr. Young advised that the information is closely tracked by various agencies, including first response, municipal and private transport.

*Member Hardy left the meeting at 11:26 a.m.*

*Member Nemec left the meeting at 11:27 a.m. and did not return.*

Mr. Hammond advised that his office had the data related to ambulances, including the number of ambulances permitted, non-transport ambulances, the level of care provided and the owners. Mr. Hammond confirmed that he will provide that information to the Board.

*Member Hardy returned to the meeting at 11:30 a.m.*

Member Bond requested information on the shortages of specialists in the community.

Member Bond requested that the information in the presentation be compared to the 2022 Clark County Trauma System Report to ensure that the information is accurate related to the Trauma Field Triage Criteria steps.

*Member Black left the meeting at 11:52 a.m. and did not return.*

The Chair confirmed that staff would provide the Board with the information related to the ambulances.

**XI. INFORMATIONAL ITEMS**

1. SNHD Financial Report, as at March 31, 2024
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.

Dr. Deborah Kuhls raised a comment from an earlier presentation regarding different trauma systems. Dr. Kuhls indicated that there was published data on different trauma systems, both the level of trauma centers, the number, the proliferation, and its impact upon the health outcomes of citizens. Dr. Kuhls urged the Board to look at other data sources related to trauma systems.

Harold Collins spoke regarding the lifeguard pool waivers. Mr. Collins indicated that he signed a risk waiver when he became a member of the LVAC. Mr. Collins indicated that for retired people on a fixed income, aquatic facilities were an economical option to exercise and socialize with others. Mr. Collins stated that the thin profit margin of athletic clubs was at risk if they were forced to have pool side lifeguards on staff. Mr. Collins further stated that many people had to exercise when they had an opportunity and closing aquatic facilities would have a negative impact on the health and well-being of the community. Mr. Collins requested that the Board allow for the extension of the pool side lifeguard variance so residents could continue having the health benefits of aquatic facilities throughout the community.

John Perazzo submitted a written public comment that was read into the record regarding the revocation of lifeguard waivers for LVAC pools.

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

**XIII. CLOSED SESSION**

Go into closed session, pursuant to NRS 288.220 for the purpose of conferring with Health District attorney regarding labor issues.

The Chair started the Closed Session at 12:02 p.m.

The Chair closed the Closed Session at 12:39 p.m.

**XIV. ADJOURNMENT**

The Chair adjourned the meeting at 12:40 p.m.

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

DRAFT





**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** January 25, 2024


**RE:** *Construction Agreement between Southern Nevada Health District and KOR Building Group, LLC*


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**PETITION #36-24**

**That the Southern Nevada District Board of Health** *approve the construction Agreement between the Southern Nevada Health District and KOR Building Group, LLC to build a Behavioral Health Clinic at 280 South Decatur Blvd.*

**PETITIONERS:**

**Fermin Leguen, MD, MPH,** *District Health Officer* 

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

**Sean Beckham,** *Chief Facilities Officer* 

**DISCUSSION:**

The Southern Nevada Health District proposes to build a Behavioral Health Clinic at 280 South Decatur Blvd. Project was competitively bid on and awarded to KOR Building Group.

**FUNDING:**

The total cost of the project is \$698,456. The following is the funding breakdown.

- \$592,318 – grant funds
- \$106,138- general funds

# AIA® Document A105® – 2017

## Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT C2400095 made as of the 1st day of July in the year 2024

**BETWEEN** the Owner:

Southern Nevada Health District  
280 S. Decatur Blvd.  
Las Vegas, Nevada 89107  
Owner Representative: Sean Beckham

and the Contractor:

KOR Building Group, LLC  
2670 Chandler Avenue, Suite 10  
Las Vegas, Nevada 89120

for the following Project:

Behavioral Health Clinic Remodel  
280 S. Decatur Blvd.  
Las Vegas, Nevada 89107  
Public Works Project #PWP-CL-2024-080

The Architect:

*(Name, legal status, address and other information)*

Broyles International, LLC doing business as IZ Design Studio  
7229 West Sahara Ave.  
Las Vegas, Nevada 89117

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
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- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
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- 17 OTHER TERMS AND CONDITIONS
- 18 CLAIMS AND DISPUTES
- 19 REQUIREMENTS FOR NON-FEDERAL ENTITIES RECEIVING PAYMENT MADE WITH FEDERAL FUNDS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated as shown below, and enumerated as follows:

Drawings:		
Number	Title	Date
G000	Cover	4/20/2022
G100	Egress	4/20/2022
SP100	Specification	4/20/2022
SP101	Specification	4/20/2022
AD101	Demolition Floor Plan	4/20/2022
AD300	Reflected Ceiling Demolition	4/20/2022

	Plan	
A100	Floor Plan and Accessibility	4/20/2022
A150	Schedules and Wall Types	4/20/2022
A200	Interior Elevations and Sections	4/20/2022
A250	Finish Floor Plan	4/20/2022
A300	Reflected Ceiling Plan	4/20/2022
A400	Roof Plan	4/20/2022
M000	Symbol List and Abbreviations	3/22/2022
M001	Specifications	3/22/2022
M002	Schedules	3/22/2022
M003	Diagrams	3/22/2022
MD100	Demolition Mechanical Plan	3/22/2022
M100	Mechanical Plan	3/22/2022
E000	Symbol List	3/22/2022
E001	Specifications	3/22/2022
E002	Single Line Diagram	3/22/2022
E003	Panel Schedules	3/22/2022
E004	Lighting Fixture Schedule and Compliance Certificate	3/22/2022
ES100	Electrical Overall Plan	3/22/2022
ED100	Demolition Power Plan	3/22/2022
ED300	Demolition Lighting Plan	3/22/2022
E100	Power and Signal Plan	3/22/2022
E300	Lighting Plan	3/22/2022

*(Paragraphs deleted)*

**.3** addenda prepared by the Architect as follows:

Number	Date	Pages
Addendum #1 to 24ITB005	November 7, 2023	1
Addendum #2 to 24ITB005	November 17, 2023	1

**.4** written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

**.5** other documents, if any, identified as follows:

Invitation to Bid for Construction Services, Behavioral Clinic Remodel 24ITB0005 dated 10/17/2023  
 KOR Building Group, LLC's response to 24ITB0005 dated November 27, 2023  
 KOR Building Group, LLC's Post Selection Revised Bid dated April 24, 2024

**.6** Other documents, listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Agreement and are fully part of the Agreement as if attached to this Agreement or repeated herein. This Agreement represents the entire and integrated agreement between Parties and supersedes prior negotiations, representations or agreements, either written or oral. A Modification is (1) a written amendment to the Agreement signed by both Parties; (2) a Change Order; (3) a Construction Change Directive; or (4) a written order for a Minor Change in the Work issued by Owner Representative.

If there should be a conflict between two or more of the Contract Documents, the conflict shall be resolved by complying with the provision most favorable to the Owner. The Owner shall make such determination in its sole discretion.

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 2.1** The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

**§ 2.2 Date of Commencement:**

*(Paragraphs deleted)*

The Date of Commencement of the Work shall be July 1, 2024

**§ 2.3 Substantial Completion:**

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement.

By the following date: June 30, 2025

**ARTICLE 3 CONTRACT SUM**

**§ 3.1** The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

The Total Not-to-Exceed Amount of this contract is Six-Hundred-Ninety-Eight Thousand, Four-Hundred Fifty-Six Dollars-(\$698,456). Payment will be made using Grant funds as described in Attachment A, Requirements for Non-Federal Procurement Contractors Receiving Payment Made with Federal Funds in the amount of \$592,318; this accounts for 85% of the Total Not-to-Exceed Amount. The remaining 15% will be paid to Contractor with Owner's Capital Improvement Funds.

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

**ARTICLE 4 PAYMENTS**

**§ 4.1** Based on Contractor's Applications for Payment certified by the Owner Representative, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Paragraphs deleted)*

**§ 4.1.1** Based upon Applications for Payment submitted to the Owner Representative by the Contractor and Certificate for Payment issued by the Owner Representative, the Owner shall make progress payment on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 4.1.3** Provided that an Application for Payment is received by Owner Representative not later than the twenty-fifth day of a month, the Owner shall make payment of the certified amount to Contractor not later than the thirtieth day of the following month. If an Application for Payment is received after the application date fixed above, payment shall be made by Owner not later than thirty (30) days after Owner Representative receives the Application for Payment.

**§ 4.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner Representative may require. This schedule, unless objected to by Owner Representative, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 4.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 4.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~five~~ percent (5%). Pending final determination of cost to Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 12.6.
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner Representative has withheld or nullified a Certificate for Payment as provided in Section 12.3.

§ 4.1.7 The progress payment amount determined in accordance with Section 4.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner Representative shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 If after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of Contractor by issuance of Change Orders affecting final completion, and Owner Representative so confirms, Owner shall, upon application by Contractor and certification by Owner Representative, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Owner Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 4.1.8 Reduction or limitation of retainage, if any, shall be as follows:

After Fifty percent (50%) of the work required by the contract has been performed, Owner may pay to Contractor any of the remaining payments without withholding any additional retainage; and any amount of any retainage that was withheld from previous payments, if, in the opinion of Owner, satisfactory progress is being made in the work.

§ 4.1.9 Except with the Owner's prior approval, Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars (\$ 1,000,000 ) Bodily Injury each person, One Million Dollars (\$1,000,000) Bodily Injury each occurrence, One Million Dollars (\$ 1,000,000 ) Property Damage each occurrence, One Million Dollars (\$1,000,000) Combined Single Limit, and Two Million Dollars (\$ 2,000,000 ) general.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Five-Hundred Thousand Dollars each person/One-Million Dollars each accident (\$ 500,000 each person/\$1,000,000 each accident ) for bodily injury, death of any person, and property damage arising out of the

ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than One-Million Dollars (\$ 1,000,000 ) each accident, One-Million Dollars (\$ 1,000,000 ) each employee, and One-Million Dollars (\$ 1,000,000 ) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(

Coverage	Limits
Pollution Liability	\$2,000,000 each incident/\$2,000,000 aggregate

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12. Contractor shall name Owner as Additional Insured.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.6 Performance Bond and Payment Bond.

§ 5.6.1. The Owner shall have the right to require Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Agreement.

§ 5.6.2. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 The Agreement

The Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

**§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

**§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

**§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

**§ 6.5**

*(Paragraphs deleted)*

Notices/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

KOR Building Group, LLC  
Attn: Rebecca Fountain  
2670 Chandler Ave, Ste. 10  
Las Vegas, NV 89120

**ARTICLE 7 OWNER**

**§ 7.1 Information and Services Required of the Owner**

**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

**§ 7.1.2** Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

*(Paragraph deleted)*

**§ 7.2 Owner's Right to Stop the Work**

If Contractor fails to correct Work which is not in accordance with the Contract Documents, Owner may direct the Contractor in writing to stop the Work until the correction is made.

**§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Owner Representative may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Owner Representative.

**§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

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## **ARTICLE 8 CONTRACTOR**

### **§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 8.1.1** Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Owner Representative.

### **§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Agreement, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

### **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to the Owner, through the Owner Representative, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner has made a timely and reasonable objection.

### **§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Agreement Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### **§ 8.5 Warranty**

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

### **§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Agreement is executed.

### **§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** At Contractor's sole expense, Contractor shall procure and maintain for the duration of this Agreement building permit(s) and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner Representative in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

### § 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Owner Representative shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

### § 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

### § 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

### § 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work, its employees, or subcontractors. Upon completion of each day, Contractor shall be responsible for the organization, cleanup, or removal of all unused materials, tools, equipment, surplus materials, scraps and debris relating to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of all waste materials.

### § 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## ARTICLE 9 ARCHITECT

§ 9.1 Upon request by the Owner Representative, the Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.2 Upon request by the Owner Representative, Architect will visit the site at intervals to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Upon written request from the Owner Representative, Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.5 Architect will make interpretations and decisions consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.6 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

*(Paragraphs deleted)*

## ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost, plus reasonable overhead and profit.

§ 10.2 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

*(Paragraph deleted)*

## ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Agreement.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner Representative an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 Based on the Owner's observations and evaluations of Contractor's Application for Payment, Owner Representative will advise Owner of any exceptions noted. Owner Representative has authority to reject Work that does not conform to the Contract Documents.

§ 12.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

### § 12.3 Certificates for Payment

The Owner Representative will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Owner Representative determines is properly due, and notify the Contractor and Owner in writing of the Owner Representative's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Owner Representative's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

**§ 12.4 Progress Payments**

**§ 12.4.1** After the Owner Representative has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** Neither the Owner nor Owner Representative shall have responsibility for payments to a subcontractor or supplier.

**§ 12.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

**§ 12.5 Substantial Completion**

**§ 12.5.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 12.5.2** When the Work or designated portion thereof is substantially complete, Contractor will notify the Owner Representative and the Owner Representative will make an inspection to determine whether the Work is substantially complete. When the Owner Representative determines that the Work is substantially complete, the Owner Representative shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Owner Representative will inspect the Work. When the Owner Representative finds the Work acceptable and the Contract fully performed, the Owner Representative will promptly issue a final Certificate for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Owner Representative releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

**§ 12.6.3** Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Agreement. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

**ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Owner Representative as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§ 14.2** In addition to the Contractor's other obligations including warranties under the Agreement, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

### § 15.1 Assignment of Agreement

Neither party to the Agreement shall assign the Contract as a whole without written consent of the other.

### § 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner Representative requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Agreement is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 15.3 Governing Law

The Agreement and the rights and obligations of the Parties shall be governed by, and construed according to the laws of the State of Nevada, notwithstanding conflict of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed including reasonable profit, and actual costs incurred by reason of such termination.

### § 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Agreement if the Contractor ceases work or fails to adhere to the Contract Time for a continuous and uncorrected period of thirty (30) days; fails to permit any aspect of the Work in accordance with the contract documents; repeatedly refuses or fails to supply enough properly skilled workers or proper materials; fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors; persistently disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; performs the Work in a manner that is continuously rejected, without Contractor correction; files bankruptcy or assigns assets for the benefit of creditors, becomes insolvent, or is unable or fails to pay its obligations as they mature; or is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Agreement for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Agreement.

### § 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

**§ 17.1 Appropriation of Funds:** The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Owner, this Agreement shall terminate, without penalty or expense to the Owner of any kind whatsoever, upon written notice being given by the Owner to the Contractor. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense.

**§ 17.2 Conflict of Interest:** By submitting a Proposal, Proposer certifies it has had no contact with an employee or Board member of the Owner in any manner which would give Contractor any advantage over any other Proposer. Owner's employees and Board members shall not receive any compensation, in any manner or form, nor have any interest, direct or indirect, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above is grounds for rejection without further consideration.

**§ 17.3 Public Records:** Pursuant to Nevada Revised Statutes ("NRS") Chapter 239, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Owner to public inspection and copying. Owner will have a duty to disclose unless a particular record is made confidential by law or common law balancing of interests.

**§ 17.5 Authority:** Owner and Contractor each represent and warrant to each other that each respectively has the authority to execute and deliver this Agreement and perform their respective obligations thereunder and that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action by each respective Party.

**§ 17.6 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

**§ 17.7 Mutual Cooperation:** The Parties agree to cooperate fully in 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.

**§ 17.7.1** 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.

**§ 17.8 Non-Exclusivity:** This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. Contractor may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as Contractor sees fit, so long as the performance of such services does not interfere with Contractor's performance of obligations under this Agreement, and does not, in the opinion of Owner, create a conflict of interest.

**§ 17.9 Limited Liability:** Owner will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of Owner and/or Contractor shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 335.260 and NRS 354.626.

**§ 17.10 Non-Discrimination:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability; nor shall they discriminate unlawfully against any employee or applicant for employment because of 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. Likewise, Owner and Contractor 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.

**§ 17.10.1** Contractor shall include the nondiscrimination and compliance provisions of Section 17.10 in all subcontracts to perform Work under the Agreement.

**§17.11 Relationship of the Parties.** The Parties agree that the contractual relationship of Contractor to Owner is one solely of an independent contractor in all respects and that this Agreement and/or any other Contract Documents do not in any way create a partnership, joint venture, employer/co-employer, or any other relationship between Owner and Contractor other than the contractual relationship as specified in this Agreement.

**§17.12 Owner's Name and Logo:** Contractor may not use Owner's name, mark, logo, design or other Owner symbol for any purpose without Owner's prior written consent. Contractor agrees that Owner, in its sole discretion, may impose restrictions on the use of its name and/or logo. Owner retains the right to terminate, with or without cause, Contractor's right to use the Owner's name and/or logo.

**§17.13 Certification, Restriction of Boycott of Israel:** Pursuant to NRS 332.065, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel.

**§17.14 Prevailing Wage.**

**§17.14 .1** Contractor acknowledges that both NRS Chapter 338 (as detailed in the below Subsection 17.14.2) and the Davis-Bacon Act 40 U.S.C. 3141-3148 (as detailed in the below Subsection 17.14.3) are applicable to this Agreement. Contractor is responsible for determining which provision allows for higher payment of prevailing wages to Contractor's employees (and to its subcontractors' employees) as applicable, and for ensuring payment of the prevailing wage rate most favorable to affected Contractor employees (and its subcontractors' employees).

**§17.14 .2** Contractor shall ensure that all of its employees (and subcontractor employees, as applicable) assigned to the Project are paid at least the Prevailing Wages for Clark County, Nevada, as established by the State of Nevada through its Office of the Labor Commissioner. In providing the Services under this Agreement, Contractor agrees to comply as applicable with Chapter 338 of both NRS and Nevada Administrative Code ("NAC"), including but not limited to the State of Nevada's Prevailing Wage Act, NRS §§ 338.020-090 and Certified Payroll requirements pursuant to NAC §§ 338.094-098.

**§17.14 .3** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor (and all of its subcontractors) is/are required as applicable 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, Contractor (and all of its subcontractors) is/are required to pay wages not less than once a week.. Contractor must promptly report all suspected or reported violations to Owner.

**§17.15 Apprenticeships.** Contractor agrees to ensure its compliance (and its subcontractors' compliance as applicable) with Nevada's Apprenticeship Utilization Act pursuant to NRS 338.040.

**§17.16 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"). Contractor (and Contractor's subcontractors) is/are 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. Contractor must promptly report all suspected or reported violations to Owner.

**§17.17 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Contractor agrees to comply 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, Contractor (and its subcontractors) must 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.

**§17.18 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended—Contractor 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). Further, Contractor agrees to ensure its subcontractors comply as applicable. Violations must be promptly reported to Owner and the Regional Office of the Environmental Protection Agency (EPA).

**§17.19 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor certifies to Owner 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. Contractor must promptly disclose to Owner any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded by Owner to the funding federal agency. Contractor agrees to flow this certification/requirement down to its subcontractors as applicable.

**§17.20 Statement of Eligibility.** Each Party acknowledges to the best of its respective knowledge, information, and belief, and to the extent required by law, neither it nor any of its 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).

**§17.21 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.

**§17.22 Code of Conduct.** By executing the Agreement, Contractor 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>.

## **ARTICLE 18 CLAIMS AND DISPUTES**

### **§18.1 CLAIMS**

#### **§18.1.1 DEFINITION**

A Claim is a demand or assertion by one of the Parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the Party making the Claim.

#### **§18.1.2 NOTICE OF CLAIMS**

Claims by Owner or Contractor must be initiated by written notice to the other Party. Claims by either Party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### **§18.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Agreement and Owner shall continue to make payments in accordance with the Contract Documents. Claims by Owner or Contractor must be initiated by written notice to the other Party. Claims by either Party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### **§18.1.4 CLAIMS FOR ADDITIONAL COST**

If Contractor wishes to make a Claim for an increase in the Contract Sum, written notice will be delivered promptly to Owner Representative before proceeding to execute the Work. Prior notice is not required for claims relating to an emergency endangering life or property, in which case Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by Contractor on account of an emergency shall be determined as provided in this Article 18.

#### **§18.1.4 CLAIMS FOR ADDITIONAL TIME**

If Contractor wishes to make a Claim for additional Contract Time, written notice will be delivered promptly to Owner. Contractor's Claim shall include an estimate of cost and probably effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.



**§18.1.4.1** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### **§18.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes

- .1 damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination in accordance with the Agreement.

#### **§18.2 INITIAL DECISION**

**§18.2.1** Claims shall be referred to the Initial Decision Maker for initial decision. The Owner Representative will serve as the Initial Decision Maker. Except for those Claims excluded by this Article 18, an initial decision shall be required as a condition precedent to the mediation of any Claim arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected Parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§18.2.2** The Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other Party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the Parties that the Initial Decision Maker is unable to resolve the Claim if the initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§18.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§18.2.4** If the Initial Decision Maker requests a Party to provide a response to a Claim or to furnish additional supporting data, such Party shall respond, within ten (10) days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§18.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the Parties of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the Parties but subject to mediation and, if the Parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§18.2.6** Either Party may file for mediation of an initial decision at any time, subject to the terms of Subsection 18.2.6.1.

**§ 18.2.6.1** Either Party may, within 30 days from the date of an initial decision, demand in writing that the other Party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both Parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 18.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner

may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 18.2.8** If a Claim relates to or is the subject of a mechanic's lien, the Party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### **§18.3 MEDIATION**

**§18.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Agreement except those waived as provided for in this Article 18 shall be subject to mediation as a condition precedent to binding dispute resolution.

**§18.3.2** The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If an arbitration is stayed pursuant to this Section 18.3.2, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§18.3.3** The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Las Vegas, Nevada. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### **§18.4 ARBITRATION**

**§18.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other Party to the Agreement, and filed with the person or entity administering the arbitration. The Party filing a notice of demand for arbitration must assert in the demand all Claims then known to that Party on which arbitration is permitted to be demanded.

**§ 18.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 18.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 18.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by Parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

## **ARTICLE 19 REQUIREMENTS FOR NON-FEDERAL ENTITIES RECEIVING PAYMENT MADE WITH FEDERAL FUNDS**

**§19.1** As a procurement contractor receiving payment made with federal funds, Contractor agrees to comply as applicable with the following requirements. Additionally, Contractor agrees to incorporate the provisions of Article 19 into any and all subcontracts relating to this Agreement:

**§19.1.1** 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 sub-recipients of a state, must follow the procurement standards in §§ 75.327 through 75.335.

**§19.1.2** Compliance with Procurement Standards. Contractor agrees to follow and comply with 45 CFR §§ 75.327 General Procurement Standards through 75.335 Contract Provisions as applicable.

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User Notes:

**§19.1.3 Contract Provisions.** In addition to other provisions required by HHS, Owner, and/or Contractor, all contracts made by Contractor under the Grant must contain provisions covering the following in accordance with Appendix II to 45 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:

**§19.1.3.1 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.

**§19.1.3.2 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.

**§19.1.3.3 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."

**§19.1.3.4 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.

**§19.1.3.5 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.

**§19.1.3.6 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.

**§19.1.3.7 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).

**§19.1.3.8 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.

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.

**§19.1.3.9 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.

**§19.1.3.10 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.

**19.1.4.** 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/guidance-for-grants-and-agreements>. Public Law 117-58 may be reviewed online at <https://www.congress.gov/bill/117th-congress/house-bill/3684/text>.

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

This Agreement entered into as of the day and year first written above.

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**By:**

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**OWNER (Signature)**  
**Fermin Leguen, MD, MPH**  
**District Health Officer**

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**By:**

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**CONTRACTOR (Signature)**  
**Rebecca Fountain**  
**CEO/Owner**

*(Row deleted)*

**LICENSE NO.: 0078790**  
**JURISDICTION: Nevada State Contractors Board**

**APPROVED AS TO FORM:**

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**Heather Anderson-Fintak, Esq.**  
**General Counsel**  
**Southern Nevada Health District**



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** July 25, 2024

**RE:** *Approval of contract for Data Security Posture Management Software as a Service (SaaS) between Escape Velocity Holdings Inc. dba Trace3 LLC and the Southern Nevada Health District.*

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**PETITION #40-24**

**That the Southern Nevada District Board of Health** *approve the contract between the Southern Nevada Health District and Escape Velocity Holdings Inc. dba Trace3 LLC.*

**PETITIONERS:**

**Fermin Leguen, MD, MPH, District Health Officer** *FL*  
**Kim Saner, Deputy District Health Officer – Administration** *KS*  
**Jason Frame, Chief Information Officer** *JF*

**DISCUSSION:**

This is a new three-year contract for this type of SaaS solution and will be replacing another application. We are doing this for significant cost savings from the previous application.

**FUNDING:**

Total three-year cost for this SaaS solution is \$229,698.00, which will be payable upon contract approval. The first 1/3<sup>rd</sup> of the total amount is budgeted in the FY25 Information Technology budget with the remaining expenses to be equally expensed in the next two fiscal year IT budgets.



**SOFTWARE AS A SERVICE PURCHASE AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
TRACE3, LLC  
C2400152**

This Software as a Service Purchase Agreement (“Agreement”) is made and entered into by and between the Southern Nevada Health District (“Health District”) and Trace3, LLC (“Trace3”) (individually “Party” and collectively “Parties”).

RECITALS

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

WHEREAS, Trace3 is a consulting firm providing IT strategy, solutions, and services to its clientele, and is an authorized reseller of Concentric software-as-a-service (“SaaS”);

WHEREAS, Health District will purchase data classification SaaS produced by Concentric from Trace3 pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, the Parties mutually agree as follows:

- 1) **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective from the date of the last signature through July 31, 2027, 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 paragraph 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 the above Subsection 1.01.
  - 1.03 Upon termination, Contractor will be entitled to payment for services provided prior to date of termination and for which Contractor has submitted an invoice, but has not been paid. Except for amounts refunded pursuant to the end user terms between the Health District and Concentric, all amounts paid under this Agreement are nonrefundable and Contractor shall have no obligation to refund

the Health District in the event of the termination of this Agreement.

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, the SaaS to be provided and the consideration therefore are specifically described in the below referenced documents which are attached hereto and expressly incorporated by reference herein:

ATTACHMENT A:	SCOPE OF WORK AND PAYMENT
ATTACHMENT B:	Trace3 Budgetary 3YR Quote #110006 v3 Markup, signed April 30, 2024
ATTACHMENT C:	Trace3 Product Sale Terms
ATTACHMENT D:	Concentric End User Terms and Conditions

3) COMPENSATION. Trace3 shall provide the SaaS in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. Trace3 will be compensated as provided in Attachment A. The total not-to-exceed amount of this Agreement is \$229,698.

4) 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 forth below:

Southern Nevada Health District	Trace3
Contract Administrator	7505 Irvine Center Drive, Ste. 100
Legal Department	Irvine, CA 92618
280 S. Decatur Blvd	Attn: Legal Notices
Las Vegas, NV 89107	

5) CONFIDENTIALITY.

5.01 Each Party will use the same degree of care that it uses to protect the confidentiality of its own information of like kind (but in no event less than reasonable care) not to disclose or use any information deemed confidential for any purpose outside the scope of this Agreement, unless compelled by law to do so and having given prior notice of such compelled disclosure to the other Party.

6) MUTUAL COOPERATION. Each Party shall fully cooperate with the other in the furtherance of this Agreement, and will 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.

6.01 The Parties shall take additional actions or sign any additional documents as is



reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

- 7) 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 right to seek reasonable attorneys' fees and costs.
- 8) WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial 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.
- 9) A party is in "Default" under the Terms and Conditions if the party does not perform any of its obligations under the Agreement and this failure continues for 30 days after written notification of that failure, with the exception that Health District is in Default if Health District fails to fulfill any payment obligation within 15 days of the invoice due date. Health District is in Default if it offers Equipment for resale, directly or through an affiliate.
- 10) GENERAL PROVISIONS.
  - 10.01 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.
  - 10.02 ASSIGNMENT. Trace3 shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the Health District's prior written consent.
  - 10.03 USE OF NAME AND LOGO. Trace3 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.
  - 10.04 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.
  - 10.05 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/Trace3s 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 Trace3 status changes at any time pursuant to this Subsection 13.05, Trace3 agrees to immediately notify Health District in writing, and Health District may terminate this Agreement for cause as described in the above Section 1.

- 10.06 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.
- a) If a sales acknowledgement, proposal, quote, purchase order, or other document submitted by either Party to the other contains terms or conditions conflicting with or additional to the terms and conditions of this Agreement, the Parties hereby reject such terms and conditions, and the terms and conditions of this Agreement will prevail.
- 10.07 COMPLIANCE WITH LEGAL OBLIGATIONS. Trace3 shall provide the SaaS in compliance with all applicable federal, state, and local laws, statutes, regulations, appropriations legislation, orders, and industry standards
- 10.08 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.
- 10.09 NON-EXCLUSIVITY. This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. Trace3 may perform services for any other clients, persons, or companies as Trace3 sees fit, so long as the performance of such services does not interfere with Trace3's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.
- 10.10 LIMITED LIABILITY. Health District will not waive and intends 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. Neither Party will be subject to Agreement-related punitive damages.
- 10.11 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.
- 10.12 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 10.13 PUBLIC RECORDS. Health District is a public entity subject to Nevada's Public Records Act pursuant to NRS Chapter 239. Accordingly, 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.

10.14 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.

10.15 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.

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

**SOUTHERN NEVADA HEALTH DISTRICT**

**TRACE3, LLC**

By: \_\_\_\_\_  
Fermin Leguen, MD, MPH  
District Health Officer

By: \_\_\_\_\_  
Dustin Johnson  
Senior Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

This document is approved as to form.  
Signatures to be affixed after approval by  
Southern Nevada District Board of Health

By: \_\_\_\_\_  
Heather Anderson-Fintak, Esq.  
General Counsel  
Southern Nevada Health District

**ATTACHMENT A**  
**Scope of Work and Payment**

A. Performance/Budget Period August 1, 2024 through July 31, 2027: Total Amount Not-to-Exceed: \$229,698.

A.1 This is a three (3) year service to be paid upfront to Trace3 within Net 30 payment terms upon Health District’s receipt of Trace3’s invoice. Trace3 will reference contract #C2400152 in lieu of a purchase order number when invoicing Health District. Additionally, Contractor is responsible for ensuring Health District’s timely receipt of invoices, and will send any and all invoices to be paid by Health District to [ap@snhd.org](mailto:ap@snhd.org).

Line #	Qty	Part Number	Product Description	Unit Price	Ext Price
1	1	CS-PLT	Concentric AI Semantic Intelligence Software for cloud, on-premises drives-up to 70TB-3YR	\$220,248.00	\$220,248.00
1	1	CS-PLT-S	Concentric AI Semantic Intelligence Software for structured data up to 4DB servers-3YR	\$0.00	\$0.00
3	1	CS-PROF-COMP	Customer Success-Complete-3YR	\$9,450.00	\$9,450.00
SUBTOTAL					\$229,698.00

A.2 Trace3 acknowledges Health District is a governmental entity, and is exempt from paying state, local, and/or federal excise taxes, as provided by NRS. Health District’s State Tax Exempt Number is RCE-004-676.

B. Payments shall be based on approved Trace3 invoices submitted in accordance with this Agreement. No payments will be made in excess of the not-to-exceed amount of this Agreement.

- (a) Trace3 invoices shall be signed by Trace3's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
- (b) Invoices are subject to approval by Health District project and fiscal staff.
- (c) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.

- B.2 Health District will not be liable for interest charges on late payments.
- B.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 B  
TRACE3 BUDGETARY 3YR QUOTE #110006 V3 MARKUP, SIGNED APRIL 30, 2024

**TRACE3**

**Southern Nevada Health District Concentric.AI  
Budgetary 3YR Quote**  
Quote # Trace3.110006.v2

**Prepared for:**  
**Southern Nevada Health District**  
Jason Aguda  
Aguda@SNHD.ORG

# TRACE3

## 3YR Quote

Line #	Qty	Part Number	Product Description	Unit Price	Ext. Price
1	1	CS-PLT	Concentric AI Semantic Intelligence Software for cloud, on-premises drives-up to 70TB - 3YR	\$220,248.00	\$220,248.00
2	1	CS-PLT-S	Concentric AI Semantic Intelligence Software for cloud, on-premises drives-up to 400 users - 3YR	\$0.00	\$0.00
3	1	CS-PROF-COMP	Customer Success - Complete - 3YR	\$9,450.00	\$9,450.00
				Subtotal:	\$229,698.00

## Quote Notes

~~Please see Concentric AI Terms and Conditions (<https://concentric.ai/terms-and-conditions/>) that cover the products and services on this quote.~~

~~This is a 3 Year Service to be paid upfront to Trace3 within the Net Payment terms upon invoicing.~~

## Southern Nevada Health District Concentric.AI Budgetary 3YR Quote

**Prepared by:**

Trace3 - Irvine  
Natalie Truong  
NTruong@trace3.com

**Prepared for:**

Southern Nevada Health District  
Jason Aguda  
Aguda@SNHD.ORG

**Quote Information:**

Trace3.110006.v2  
Quote Date: 04/24/2024  
Expiration Date: 04/30/2024


### Quote Summary

Description	Amount
3YR Quote	\$229,698.00
<b>Total:</b>	<b>\$229,698.00</b>

Upon client signatory's execution of this Quote, he/she affirms that:

1. Client will purchase and pay Trace3 for the equipment and/or services referenced above; <sup>\*\*with contingencies as listed below</sup>
2. ~~Without a separate written agreement signed by Trace3 and client, equipment and/or services referenced above are provided solely subject to the terms of this Quote and the applicable terms and conditions located at <http://www.trace3.com/legal>~~
3. He/she is authorized to accept this Quote on behalf of client ~~and has complied with all of client's business practices in making this purchase;~~
4. Quoted amounts exclude sales taxes, which will be charged on all U.S. shipments; and
5. Client is responsible for submitting exemption certificates for sales tax-exempt purchases.
6. ~~Use of the equipment and/or services referenced above is subject to the applicable end-user license agreement of the manufacturer.~~

### Southern Nevada Health District

Signature By:   
 Name: Fermin Leguen, MD, MPH  
 Title: District Health Officer  
 Date: 04/30/2024

**\*\*Contingencies include:**

- 1) SNHD Procurement Approval
- 2) Allocation of funding
- 3) Negotiation and finalization of contractual terms and conditions
- 4) Approval of contract document by Southern Nevada District Board of Health



## ATTACHMENT C TRACE3 PRODUCT SALE TERMS

1. Scope. Pursuant to the written offer (the "**Quote**") to sell certain hardware and/or software products (the "**Products**") which references these Product Sale Terms (these "**Sale Terms**"), Trace3, LLC, a California limited liability company ("**Trace3**"), hereby offers to sell to the client named in the Quote ("**Client**") such Products referenced therein.
2. Acknowledgment. CLIENT ACKNOWLEDGES AND AGREES THAT: (A) THE SIGNED QUOTE AND ANY WRITTEN ORDER TO PURCHASE THE PRODUCTS (A "PURCHASE ORDER") PROVIDED BY CLIENT TO TRACE3 IN RESPONSE TO SUCH QUOTE IS MADE SUBJECT TO THESE SALE TERMS; (B) THESE SALE TERMS WILL GOVERN THE RELATIONSHIP BETWEEN TRACE3 AND CLIENT AND PREVAIL NOTWITHSTANDING ANY VARIANCE OR CONFLICT WITH ANY TERMS CONTAINED IN ANY PURCHASE ORDER, STATEMENT OF WORK OR OTHER AGREEMENT OR INSTRUMENT SUBMITTED BY CLIENT TO TRACE3; (C) ANY PRE- PRINTED OR OTHER TERMS OR CONDITIONS INCLUDED WITH OR IN ANY OF THE DOCUMENTS REFERENCED IN ITEM (B) WILL HAVE NO EFFECT WHATSOEVER; (D) TRACE3 RESERVES THE RIGHT TO REJECT OR ACCEPT ANY PURCHASE ORDER SUBMITTED BY CLIENT, IN ITS SOLE DISCRETION; AND (E) TRACE3'S ACCEPTANCE OF ANY PURCHASE ORDER IS MADE SUBJECT TO CLIENT'S ACCEPTANCE OF THESE SALE TERMS.
3. Delivery. Trace3 will accept Client's Purchase Orders under these Sale Terms for requested delivery of Products up to two months after the date of a Purchase Order.
4. Prices. Prices for Products will be as stated in the Quote and will be billed to Client in one or more invoices submitted by Trace3 to Client (the "**Invoices**") for payment. Quoted Prices for Products may be changed by Trace3 upon 30 days prior written notice to Client (the "**Notice Period**"). Purchase Orders received by Trace3 (a) before commencement of the Notice Period and which are not shipped prior to the expiration of the Notice Period, and (b) during the Notice Period which specify a delivery date within 30 days following the expiration of the Notice Period, will be invoiced at the previously existing lower price for such Products.
5. Payment Terms. . Trace3 reserves the right to refuse shipment of Products to Client if any delinquent Invoices are outstanding. Trace3 reserves the right to invoice Client upon the shipment of purchased Products to Client, including whole or partial orders and regardless of whether such Products is shipped to Client by Trace3 or a Products distributor ("**Distributor**") or manufacturer ("**OEM**"), and payment will be due 30 days after the date of issuance of such Invoice. Trace3 may refuse to ship Products on credit for any reason or for no reason whatsoever. Trace3 further reserves the right to refuse payment terms if, in Trace3's sole discretion, such terms would create an unreasonable credit risk for Trace3. In such event, deliveries of Products to Client will be available only on a C.O.D. or cash-in- advance basis. No payment by Client or receipt by Trace3 of an amount lesser than the entire amount of an Invoice will be deemed to be other than on account of the earliest due amount, nor will any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Trace3 may accept such check or payment without prejudice to Trace3's right to recover the balance of any amount due or pursue any other remedy provided for in these Sale Terms. In connection with the foregoing, Trace3 will have the absolute right in its sole discretion to apply any payment received from Client to any account of Client then not current and due and delinquent. Payment via Visa, Mastercard, American Express, other credit card, virtual card (e.g., American Express BIP), or any card or program similar to any of the foregoing will be accepted only if preapproved by Trace3 in writing. Any such payments will be subject to a processing fee of at least 3% of the total fees paid via such payment method.
6. Standard Order Procedure. Products may only be ordered by Client by mailed, e-mailed or faxed Purchase Orders referencing these Sale Terms and stating the quantity, specific Products, applicable price, shipping instructions and requested delivery date. Client acknowledges and agrees that in the event any Purchase Order fails to reference these Sale Terms, these Sale Terms will nevertheless govern the relationship between Trace3 and Client. Purchase Orders will be subject to written acceptance by Trace3 and delivery schedules will be established in accordance with Products availability and Client's credit status.
7. Change Requests, Cancellation and Rescheduling. Any and all changes to previously submitted Purchase Orders sought to be made by Client must be provided in writing by Client via mail, e-mail or fax notice and are subject to approval by Trace3. All requests to cancel Purchase Orders and return Products must be pre-authorized by Trace3 in writing. Trace3 may accept returns for Products then- currently held in Trace3 inventory within 30 days of purchase. Purchase Orders for Products not held in Trace3 inventory (including, but not limited, Products shipped directly from third party OEMs or Distributors) and software may not be cancelled or returned except under special circumstances and only upon pre-authorization by Trace3. If Client is permitted by Trace3 to cancel all or any portion of a Purchase Order and/or return Products, it will pay a restocking charge equal to (a) the amount of any restocking charge imposed by the applicable OEM or Distributor, if any, or (b) 30% of the purchase price for any Products shipped from Trace3's inventory. If Trace3 is unable to meet the requested delivery schedule, it will provide notice to Client as soon as it is reasonably aware of such situation. No Products may be returned except in the event Client and Trace3 have mutually agreed in writing.
8. Delivery; Title & Risk of Loss. Delivery of Products is "F.O.B. Origin, freight and insurance prepaid and added." Risk of loss or damage for Products will pass to Client on delivery of such Products by Trace3 or a Products Distributor or OEM, as applicable, to Client's common carrier. Products are deemed accepted by Client for risk

of loss purposes upon delivery to Client's common carrier. Client is responsible for all costs relating to the shipment and insurance of any Products. Trace3 will make reasonable efforts, but will not be obligated, to deliver the Products in accordance with Client's shipping instructions and choice of carrier. Trace3 will make commercially reasonable efforts to deliver all Products on or before the due date as specified in any Purchase Order for such Products. Trace3 will make reasonable efforts to expedite delivery of any "ASAP orders." Title to Products will pass to Client only once payment is received in full for such Products.

1. Taxes and Duties. All fees for Products will be exclusive of all national, federal, state, local, international (with respect to Products provided outside of the United States), property or any other governmental use, sales, excise, occupational, ad valorem, VAT or import (with respect to Products provided outside of the United States) taxes and duties, and any other similar taxes or duties. If any such tax, fee or charge is imposed on a transaction subject to these Sale Terms, such tax will be paid by Client in addition to the invoiced fees. If Trace3 is required to pay any such tax, fee or charge Client will reimburse Trace3 for such payment. All taxes, fees and charges with respect to Trace3's income or gross receipts derived from its provision of Products hereunder (including franchise, employment and income taxes of Trace3), will be the obligation of and paid by Trace3. Notwithstanding the foregoing, the Parties acknowledge Client is a governmental entity, and is exempt from paying state, local, and/or federal excise taxes, as provided by Nevada Revised Statutes ("NRS"). Client's State Tax Exempt Number is RCE-004-676.
2. Exports. The Parties acknowledge that Products and/or related confidential information provided under this Agreement may be subject to U.S. and applicable foreign export laws and regulations. Each party will comply with all applicable U.S. and foreign export laws and regulations and anti-boycott laws.
3. Warranties. Client acknowledges and understands that Products provided under these Sale Terms may be manufactured by one or more third parties (and not Trace3). Accordingly, Trace3's sole responsibility to Client with respect to such Products or components and parts thereof provided under these Sale Terms will be to pass through to Client such original Product OEM's available product warranty, if any. The Inventory Product Warranty Policy attached hereto as Annex A will apply to any Products provided out of Trace3 inventory ("**Inventory Products**"). EXCEPT WITH RESPECT TO INVENTORY PRODUCTS AND AS SET FORTH ON ANNEX A, CLIENT ACKNOWLEDGES AND AGREES THAT TRACE3 DOES NOT PROVIDE ANY WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. LIMITATION OF LIABILITY. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFIT, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THESE SALE TERMS, AND/OR THE SALE,

PURCHASE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF PRODUCTS SOLD UNDER THESE SALE TERMS. NOTWITHSTANDING ANY OTHER PROVISION OF THESE SALE TERMS, NEITHER PARTY'S MAXIMUM LIABILITY FOR DAMAGES HEREUNDER WILL EXCEED THE PURCHASE PRICE OF THE PRODUCTS PURCHASED WHICH IS THE SUBJECT OF THE CLAIM FOR SUCH DAMAGES. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREUNDER FAILS. THE PARTIES ACCEPT THIS DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF A BARGAIN TO LOWER THE PRICE OF THE PRODUCTS AND UNDERSTAND THAT THE PRICE OF THE PRODUCTS WOULD BE HIGHER IF TRACE3 WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES.

5. Products Changes. Trace3 reserves the right to change, improve or add any new Products or discontinue offering any Products at any time.
6. Indemnity. To the extent permitted by law, each Party agrees to indemnify and hold the other Party harmless from any claims or damages (inclusive of reasonable attorney's fees), including claims of infringement, made against the other Party as a result of alleged negligence, misrepresentation, error or omission on the part of the indemnifying Party or its affiliates, directors, officers, employees, agents or representatives.
7. Entire Agreement. These Sale Terms are the complete, final and exclusive statement of the terms and conditions of sale for the Products between Trace3 and Client and supersedes any and all other agreements between them relating to the subject matter hereof. These Sale Terms may not be modified except in a writing executed by both parties. These Sale Terms will prevail notwithstanding any variance or conflict with any terms contained in any Purchase Order statement of work or other agreement or instrument submitted by Client to Trace3.
8. Force Majeure. Trace3 will not be liable to Client for any alleged loss or damages resulting from the delivery of the Products being delayed by acts of Client, acts of civil or military authority, governmental priorities, fire, floods, epidemics, quarantine, energy crises, strikes, labor trouble, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of Trace3.
9. Waiver. A waiver of any default, or of any of these Sale Terms, will not be deemed to be a waiver of any other default or of any other term or condition, but will apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in these Sale Terms will be without prejudice to the right to exercise any other right or remedy provided by law or equity.
10. Severability. In the event any provision of these Sale Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
11. Assignment. Assignment of these Sale Terms by either party will be prohibited without the express written consent of the other party; provided, that (a) Trace3 reserves the right to subcontract any support or maintenance obligation in

connection with the sale of such Products, (b) Trace3 may assign these Sale Terms and any of its rights hereunder in connection with its financing activities in the ordinary course of business, and (c) either party may assign these Sale Terms and its rights and obligations hereunder upon written notice to the other party in connection with a merger or sale of substantially all of its assets or capital stock. Any other attempted assignment in violation of this provision will be null and void.

12. Governing Law; Venue. These Sale Terms will be construed in accordance with, and all disputes hereunder will be governed by, the laws of the State of Nevada, without regard to principles of conflict of laws. Both parties agree that any action, suit or proceeding arising out of or relating to the Products or these Sale Terms will be initiated and prosecuted in the state and federal courts located in Clark County, Nevada, and the parties irrevocably submit to the jurisdiction of any such court.
13. Attorney's Fees. In any action to enforce these Sale Terms, the prevailing party will be entitled to seek reimbursement of awarded court costs and attorney's fees incurred from the non-prevailing party.
14. 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.
15. Code of Conduct. By executing the Agreement, the Parties acknowledge they have each read and respectively agree to comply as applicable with Client's Code of Conduct, which is available online at: <https://media.southernnevadahealthdistrict.org/download/FQ-HC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf>
16. Statement of Eligibility. Each Party acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither it 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 Trace3's status changes at any time pursuant to this Section 24, Trace3 agrees to immediately notify Client in writing, and Client may terminate this Agreement.

## **Annex A – Inventory Product Warranty Policy**

**FOR THE AVOIDANCE OF DOUBT, THIS WARRANTY POLICY ONLY APPLIES TO INVENTORY PRODUCTS (E.G., PRODUCTS PROVIDED OUT OF TRACE3 INVENTORY) AND EXPLICITLY EXCLUDES PRODUCTS SOLD BY TRACE3 AND PROVIDED DIRECTLY FROM AN OEM OR DISTRIBUTOR.**

1. **Warranty.** Trace3 warrants that Inventory Products purchased by Client from Trace3 will be free from defects in materials and/or workmanship when utilized in normal use for the Warranty Period (as defined below). This warranty is not transferable and applies to purchases directly by Client from Trace3 within the United States and Canada. Trace3 reserves the right to exclude specific products from this warranty.

For the Warranty Period, Trace3's sole warranty obligation will be to provide replacement parts and materials necessary to maintain the Inventory Products in good operating condition. Inventory Products serial numbers must match Trace3 records for a warranty to be honored. If Trace3 provides replacement parts and the defective Inventory Product returned does not match Trace3's serial number records, Client hereby agrees to pay Trace3 for the replacement parts based on the original purchase price.

2. **Warranty Period.** The warranties provided under this Warranty Policy will extend for the following periods (the "**Warranty Period**") from the shipment date from Trace3 (the "**Purchase Date**"):
  - a. Three years for all Dell EMC PowerEdge and HPE ProLiant branded Inventory Products;
  - b. 90 days for Inventory Products comprised of (i) complete systems or integrated technologies, and (ii) tape drives, cache/controller batteries and consumable media; and
  - c. 30 days for individual or loose (e.g., non-complete systems or unintegrated parts) purchased by entities that resell or transfer ownership of Trace3 Inventory Products, or for such Inventory Products purchased by and delivered to Clients outside of the United States and Canada.
3. **Warranty Process.** To obtain warranty service under the Trace3 warranty, Client must, within the Warranty Period, contact Trace3 with the part number and serial number of the Inventory Products. Trace3 will determine what items are covered under (x) the OEM warranty, and/or (y) the Trace3 warranty provided herein.
  - a. **Inventory Product with OEM Warranty** – For Inventory Products purchased from Trace3 with an OEM warranty, the OEM's warranty will supersede, control and take precedence over any Trace3 warranty. At the Clients' request, Trace3 will help facilitate the OEM warranty process. Trace3's remaining warranty, if any, will take

effect after the OEM's warranty period has expired. For example, if the OEM's warranty period is two years and Trace3's applicable Warranty Period is three years, then Trace3's warranty will apply for the one-year following expiration of the OEM's warranty period. Should Trace3, at its sole discretion, replace OEM's warranted Inventory Product on Client's behalf during the OEM's warranty period, Client will return the OEM provided replacement products to Trace3.

- b. **Inventory Product without OEM Warranty** – For Inventory Products purchased from Trace3 without an OEM's warranty (or which are outside of an OEM's warranty but still under Trace3's Warranty Period), Trace3 will attempt parts service using remote diagnosis or other service delivery methods at Trace3's sole discretion. If such parts service is unable to resolve the issue, Trace3 will provide advance parts replacement (e.g., providing replacement product to Client in advance of receiving back the defective Inventory Product). This warranty does not cover hardware or software installation or maintenance costs for the replacement products. At Trace3's sole discretion, Trace3 may repair or replace defective Inventory Products (a) with new, refurbished or previously used Products or parts equivalent to new Products or parts in performance and reliability, or (b) with equivalent Products to an original Inventory Product that has been discontinued. Trace3 reserves the right to replace with equal or better technology without any incremental charges to Client. Replacement Products or parts are warranted to be free from defects for the remainder of the applicable Warranty Period. All component parts or hardware Products returned by Client to Trace3 under this warranty will become the property of Trace3. Trace3 will pay for ground shipping related to return of the repaired or replaced Product to Client.
- c. **Defective Inventory Product** – All defective Inventory Products must be returned to Trace3 within the specified timeframe after the replacement Product has been provided. Client is responsible for returning defective Inventory Products using the original or comparable packaging and for the safe transit of such Inventory Products. If such defective Inventory Product is not returned to Trace3 within the specified timeframe, Client will be invoiced for the replacement Product.
- d. **General**
  - i. Client agrees to provide reasonable cooperation to Trace3 to facilitate and/or receive warranty services and replacement Product or parts. The Warranty Period is not extended as a result of (x) purchasing any additional Products from Trace3, (y) upgrading any purchased Products, or (z) Trace3 providing any
  - ii. replacement Product or parts. Client is responsible for backing up data and operating system software before returning any Inventory Products that may have proprietary information. Trace3 assumes no responsibility for lost data.

- iii. For warranty claims not protected under the Advance Replacement Warranty, the defective Inventory Product will be treated as a depot repair which requires time for Trace3 to perform proper diagnostics and/or provide replacement of Products or parts.
  - iv. Trace3 assumes no responsibility for defective Inventory Product or replacement Product or parts during shipment from Client to Trace3 or from Trace3 to Client, whether within or outside of the Warranty Period.
  - v. For depot repairs not covered by this warranty, Client is responsible for all labor, materials and shipping costs.
4. Exclusions. The warranty provided hereunder does not cover:
- a. any Products not provided out of Trace3's inventory, including, without limitation, OEM or third-party software, software licensing & support, ownership transfer fees, revision level or software compatibility issues; or
  - b. any damages or defects to Inventory Products purchased from Trace3 caused under the following conditions: acts of God, terrorism, abuse, neglect, accident, misuse, power fluctuations, usage of parts or components not supplied by Trace3, unsupported components, shipping damage, failure to perform preventative maintenance, or damage caused by peripherals, software, viruses or from other external causes.
5. Extended Warranty Options.
- a. At Trace3's sole discretion, extended warranty options may be made available to Client. Trace3 offers Clients a multi-year "Advance Replacement Warranty" for parts that extend the advance replacement warranty beyond the original 90-day Warranty Period. Such extended warranty options will be noted on Trace3's Quote, to the extent applicable. The Advance Replacement Warranty option is currently available for the following brands: Cisco, Dell EMC, Hewlett Packard Enterprise and Nimble. Other brands may be covered at Trace3's sole discretion.
  - b. No extended warranty options are available for tape drives, cache/controller batteries and consumable media purchased from Trace3.
6. GENERAL THE WARRANTIES SET FORTH HEREIN ARE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE INVENTORY PRODUCT. TRACE3 DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) WILL TRACE3 BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFIT, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THIS WARRANTY, AND/OR THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF INVENTORY PRODUCTS SOLD BY TRACE3. TRACE3'S MAXIMUM LIABILITY FOR DAMAGES RELATED TO THIS WARRANTY WILL NOT EXCEED THE PURCHASE PRICE OF THE INVENTORY PRODUCTS PURCHASED WHICH IS THE SUBJECT OF THE CLAIM FOR SUCH DAMAGES. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREUNDER FAILS. CLIENT HAS ACCEPTED THIS DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF A BARGAIN TO LOWER THE PRICE OF THE INVENTORY PRODUCTS AND UNDERSTANDS THAT THE PRICE OF THE INVENTORY PRODUCTS WOULD BE HIGHER IF TRACE3 WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES.

## ATTACHMENT D CONCENTRIC END USER TERMS AND CONDITIONS

PLEASE READ THESE CONCENTRIC END USER TERMS AND CONDITIONS (“CEUTC(s)”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY CONCENTRIC SOFTWARE, INC. (“CONCENTRIC”). THESE CEUTCs CONTAIN THE EXCLUSIVE TERMS AND CONDITIONS BETWEEN CONCENTRIC, AND SOUTHERN NEVADA HEALTH DISTRICT AND THE END USER (“CUSTOMER”), REGARDING ACCESS AND USE OF CONCENTRIC’S ONLINE, WEB-BASED AND MOBILE-BASED APPLICATIONS SERVICES AS FURTHER DESCRIBED IN THE APPLICABLE ORDER FORM (“SERVICES”). YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO ENTER INTO THESE CEUTCs, UNDER ALL APPLICABLE LAWS AND ON BEHALF OF CUSTOMER. BY ACCESSING OR USING THE SERVICES (“ACCEPTANCE”), YOU WILL CREATE A LEGALLY ENFORCEABLE CONTRACT WHERE CUSTOMER AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS OF THESE CEUTCs WITHOUT MODIFICATION. FOR THE PURPOSES OF THE TERMS AND CONDITIONS IN THIS THESE CEUTCs, THE “ORDER FORM” SHALL MEAN ANY ORDER FORM MUTUALLY AGREED TO BETWEEN THE PARTIES TO WHICH THE SERVICES RELATE.

THESE CEUTCs SHALL SUPERSEDE AND REPLACE ANY ONLINE CONCENTRIC END USER TERMS AND CONDITIONS ENCOUNTERED BY CUSTOMER’S END USERS.

### TERMS AND CONDITIONS

#### 1. SERVICES AND SUPPORT

1.1 Subject to the terms and conditions of these CEUTCs, Concentric will use commercially reasonable efforts to provide Customer with access to the Services through the internet. The Services are subject to modification from time to time at Concentric’s sole discretion, for any purpose deemed appropriate by Concentric. Concentric will use reasonable efforts to give Customer prior written notice of any such modification.

1.2 Concentric will undertake commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week, in accordance with Concentric’s Service Level Agreement which can be found at [www.concentricai.com/support](http://www.concentricai.com/support). Notwithstanding the foregoing, Concentric reserves the right to suspend Customer’s access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of these CEUTCs, including failure to pay any amounts due to Concentric.

1.3 Subject to the terms hereof, Concentric will provide reasonable support to Customer for the Services from Monday through Friday during Concentric’s normal business hours.

#### 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Except as expressly set forth in these CEUTCs, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services or any software, documentation or data related to the Services (“Software”) (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Services; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (iv) use the Services for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (vi) use the Services to build an application or product that is competitive with any Concentric product or service; (vii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; or (viii) bypass any measures Concentric may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services). Customer is responsible for all of Customer’s activity in connection with the Services, including but not limited to uploading Customer Data (as defined below) onto the Services. Customer (i) shall use the Services in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer’s use of the Services (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (ii) shall not use the Services in a

manner that violates any third party intellectual property, contractual or other proprietary rights.

2.2 Customer will cooperate with Concentric in connection with the performance of these CEUTCs by making available such personnel and information as may be reasonably required, and taking such other actions as Concentric may reasonably request. Customer will also cooperate with Concentric in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Services or prohibit any use of the Services at any time, for any or no reason, including if Concentric receives any notice or claim that any such Customer Data or activities hereunder with respect to any such Customer Data, may infringe or violate rights of a third party.

2.3 Customer will designate an employee who will be responsible for all matters relating to these CEUTCs (“Primary Contact”). Customer may change the individual designated as Primary Contact at any time by providing written notice to Concentric.

2.4 To the extent permitted by law, Customer hereby agrees to indemnify and hold harmless Concentric against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Customer will be responsible for maintaining the security of Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without Customer’s knowledge or consent. Although Concentric has no obligation to monitor the Customer Data (as defined below) provided by Customer or Customer’s use of the Services, or prohibit any use of the Services at any time, for any or no reason, including if Concentric receives any notice or claim that any such Customer Data or activities hereunder with respect to any such Customer Data, may infringe or violate rights of a third party

2.5 Customer will be responsible for maintaining the security of Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without Customer’s knowledge or consent.

2.6 Customer further acknowledges, agrees to and is bound by the Privacy Policy on Concentric’s website (as it may be updated from time to time), except to the extent expressly and directly in conflict with the terms hereof.

2.7 Customer acknowledges and agrees that the Services operate on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties (“Third Party Services”). Concentric is not responsible for the operation of any Third Party Services nor the availability or operation of the Services to the extent such

availability and operation is dependent upon Third Party Services. Concentric does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

### 3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party).

3.2 The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary Information solely to those employees and agents with a need to have access thereto for purposes of these CEUTCs, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in these CEUTCs will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. Notwithstanding the foregoing, the Parties acknowledge that Customer is a governmental entity subject to Nevada's Public Records Act under NRS Chapter 239. As such, information or documents, including these CEUTCs 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.

Notwithstanding anything to the contrary, Customer acknowledges and agrees that Concentric may (i) internally use and modify (but not disclose) Customer Proprietary Information, including Customer Data, for the purposes of providing the Services and any support or consultation services to Customer. Upon termination of these CEUTCs, Concentric will delete or destroy Customer's Proprietary Information within sixty (60) days of such termination.

3.3 Concentric may use one or more third party services to provide services to Customer, including login authentication ("Third Party Services"). Such Third Party Services may automatically collect and use information about Customer's visits to, and interactions with, the Services and Third Party Services, and may use cookies, web beacons, pixel tags, SDKs, and other technologies to identify Customer and/or Customer's device, including Customer's IP address, web browser, pages viewed, time spent on pages, links clicked and conversion information. Notwithstanding anything to the contrary, Concentric has no control over, and assumes no responsibility for, the policies or practices of any third party that Customer interacts with through the Services (including, without limitation, such third party's data retention policies or practices), and Concentric's obligations with respect to Customer's Proprietary Information do not apply to any such information collected or held by such third party.

3.4 Customer acknowledges that Concentric does not wish to receive any Proprietary Information from Customer that is not necessary for Concentric to perform its obligations under these CEUTCs, and, unless the parties specifically agree otherwise, Concentric may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information.

3.5 Subject to the provisions of Subsection 3.2, the Parties acknowledge they will each have the right to disclose the existence but not the terms and conditions of these CEUTCs, unless such disclosure is approved in writing by both parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirors.

### 4. INTELLECTUAL PROPERTY RIGHTS

4.1 As between the parties, Concentric retains all right, title, and interest in and to the Services, and all Software, including products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Concentric for the purposes of these CEUTCs, including any copies and derivative works of the foregoing. These CEUTCs are not a sale, and no rights or licenses are granted except as expressly and unambiguously set forth in these CEUTCs. Customer may from time to time provide suggestions, ideas, comments or other feedback to Concentric with respect to the Services ("Feedback"). Nothing in these CEUTCs will impair Concentric's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

4.2 Concentric will obtain and process certain content, data, information or other material provided, uploaded or submitted by or on behalf of Customer ("Customer Data") only to perform its obligations and exercise its rights under these CEUTCs. Customer and its licensors shall (and Customer hereby represents and warrants that they do) have and retain all right, title and interest (including, without limitation, sole ownership of) all Customer Data distributed through the Services and the intellectual property rights with respect to that Customer Data. Customer, not Concentric, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data.

### 5. INDEMNIFICATION

5.1 Except as provided below, Concentric shall hold Customer harmless from liability to unaffiliated third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Concentric is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Concentric will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to portions or components of the Services (i) not created by Concentric, (ii) resulting in whole or in part in accordance from Customer specifications, (iii) that are modified after delivery by Concentric, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of is not strictly in accordance with these CEUTCs and all related documentation. To the extent permitted by law, Customer will indemnify Concentric from all damages, costs, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from Concentric's indemnity obligation by the preceding sentence.

### 6. TERMINATION

7.1 Subject to earlier termination as provided below, these CEUTCs are effective for the Service Term as specified in the Order Form.

7.2 In the event of any material breach of these CEUTCs, the non-breaching party may terminate these CEUTCs prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that these CEUTCs will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings and such proceedings are not dismissed within one hundred twenty (120) days, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

7.3 All sections of these CEUTCs which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

### 7. CLIENT SOFTWARE SECURITY

Concentric represents and warrants that it will not knowingly include, in any Concentric software released to the public and provided to Customer

hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, Concentric fails to comply with the warranty in this Section, Customer may promptly notify Concentric in writing of any such noncompliance. Concentric will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Customer may terminate these CEUTCs as its sole and exclusive remedy for such noncompliance.

#### **8. WARRANTY DISCLAIMER**

THE SERVICES AND CONCENTRIC PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THESE CEUTCs ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. CONCENTRIC (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT.

#### **9. LIMITATION OF LIABILITY**

EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS (SECTIONS 2.4 AND 5) OR CONFIDENTIALITY OBLIGATIONS (SECTION 3) HEREUNDER, IN NO EVENT WILL EITHER PARTY (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THESE CEUTCs, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THESE CEUTCs OR OTHERWISE ARISING FROM THESE CEUTCs, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF EITHER PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) TEN THOUSAND DOLLARS, OR (ii) THE FEES PAID AND/OR PAYABLE TO CONCENTRIC HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### **10. U.S. GOVERNMENT MATTERS**

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the Services is representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration

Regulations. As defined in FAR section 2.101, any software and documentation provided by Concentric are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Service Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

#### **11. MISCELLANEOUS**

If any provision of these CEUTCs is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these CEUTCs will otherwise remain in full force and effect and enforceable. These CEUTCs are not assignable, transferable or sublicensable by Customer except with Concentric's prior written consent. Concentric may transfer and assign any of its rights and obligations under these CEUTCs with written notice to Customer. Both parties agree that these CEUTCs are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these CEUTCs, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of these CEUTCs and Customer does not have any authority of any kind to bind Concentric in any respect whatsoever. In any action or proceeding to enforce rights under these CEUTCs, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. Concentric will not be liable for any loss resulting from a cause over which it does not have direct control. These CEUTCs will be governed by the laws of the State of Nevada U.S.A. without regard to its conflict of laws provisions. The federal and state courts sitting in Clark County, Nevada, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either party may seek injunctive relief in any court of competent jurisdiction.



## 11) Exhibit A

## 12) Service Level Agreement

This Service Level Agreement (the “SLA”) forms a part of Concentric’s Service Terms and Conditions (the “Service Terms”). Capitalized terms not defined in this SLA shall have the meaning set forth in the Service Terms.

## 13)

## 14) Service Levels

Concentric shall provide Customer with telephone and email support for the Service to Customer (“Service Support”). Service Support shall only include assistance with issues which are exclusively due to an error with the Service (i.e., a failure of the Service to conform to the written specifications provided by Concentric). Any support outside the scope of Service Support shall be provided by Concentric on a time and materials basis. The Service Availability will be measured on a monthly basis, with all hours weighted equally, but the Service Availability measurement will exclude reasonable scheduled downtime for system maintenance as well as any downtime resulting from outages of third party connections or utilities or other reason beyond Concentric’s control (including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays or supply interruptions involving hardware, software or power systems not within Concentric’s possession or reasonable control, and denial of service attacks).

## 15) Error Response Times

An “Error” means an error in the Services which significantly degrades the Services as compared to Concentric’s published performance specifications. For each Error reported by Customer, Concentric shall (i) assign a priority level to such Error in its discretion in accordance with the table below, and (ii) respond to Customer and provide status updates in accordance with the time periods set forth in the table below.

<b>Classification</b>	<b>Description</b>	<b>Response Time</b>	<b>Status Updates</b>	<b>Target Resolution</b>
Priority 1	The Services are completely unavailable or performance is so poor as to render the Services unusable; or data security breach or hack (whether actual or suspected) or attempted data security breach.	30 minutes	Every 30 minutes	Within 4 hours
Priority 2	A major functionality of the Services is unusable and results in limited functionality that affects a large number of users.	2 hours	Every 4 hours	Within 12 hours
Priority 3	A loss of a function or resource of the Services that does not seriously affect Services functionality.	Next business day	Daily	Next bug fix or production release, if applicable
Priority 4	All other problems with the Services other than those that fall within the categories listed above.	2 business days	TBD on a case-by-case basis	TBD on a case-by-case basis

## 16) Service Credits

If (i) the Service is unavailable to Customer due to errors with the Service beyond the Service Availability metric, or (ii) Concentric fails to respond to a Customer Error report within the allotted time frame, then, as Customer's sole and exclusive remedy (and Concentric's sole liability), (a) for each full hour in a month that the Service is unavailable beyond the Service Availability metric and

(b) for each such response failure, Concentric will credit Customer with one (1) day of free access to the Service. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of one (1) free month of access to the Services. Further, Concentric will not grant a credit for any period in which Customer received any Services free of charge. Concentric's blocking, suspending or throttling of data communications in accordance with its policies shall not be deemed to be a failure of Concentric to provide adequate service levels under this Agreement.

In order to receive service credits, Customer must notify Concentric in writing within seventy-two (72) hours from the time of downtime or response failure (as applicable), and failure to provide such notice will forfeit the right to receive service credits.



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      DATE: July 25, 2024

RE: *Approval for purchase of Autoclave – AMSCO 250LS Small Steam Sterilizer from STERIS Corporation*

---

**PETITION #01-25**

**That the Southern Nevada District Board of Health** *approve the Equipment Sale Agreement for the purchase of an Autoclave - AMSCO 250LS Small Steam Sterilizer, which will perform autoclave sterilization in the BSL3 department.*

**PETITIONERS:**

Fermin Leguen, MD, MPH, *District Health Officer* *PL*  
Dr. Cassius Lockett, *Deputy District Health Officer - Operations* *CL*  
*HY* Horng-Yuan Kan, PhD, HCLD (ABB), *Laboratory Director*  
*WB* William Bendik, MPH, MLS (ASCP), *Laboratory Manager*

**DISCUSSION:**

This purchase of the AMSCO 250LS Small Steam Sterilizer – Autoclave will provide STERIS Corporation’s most advanced line of steam-jacketed small sterilizers. This stand-alone autoclave is necessary for the Southern Nevada Public Health Laboratory (SNPHL) to maintain the necessary sterilization in the BSL-3 department.

**FUNDING:**

The funding for the purchase of \$127,273.27 is made available through the Southern Nevada Health District Admin Public Health Laboratory General Funds.



# QUOTATION

STERIS Corporation  
5960 Heisley Road  
Mentor, OH 44060-1834 o USA  
800-444-9009  
GLN: 0724995000004

[sterislifesciences.com](http://sterislifesciences.com)

Date: 12-Jul-2024  
Quote No: ETORRES1531822  
Revision No: 5  
Submitted By: Eriberto Torres, Account Manager

SOUTHERN NEVADA HEALTH DISTRICT  
Acct No:50938

Ship to:  
700 MARTIN L KING BLVD  
LAS VEGAS, NV 89106, US  
Acct No:50938

Bill to:  
280 S. Decatur Blvd  
Las Vegas, NV 89107

ATTN: William Bendik (Phone: .) (Email: [bendik@SNHD.ORG](mailto:bendik@SNHD.ORG))

STERIS is pleased to make the following proposal for your consideration:

Quotation valid for 60 days.

Installation has been added to this quote - PLEASE CAREFULLY READ THE SECTION ON CUSTOMER RESPONSIBILITIES AT THE END OF THIS DOCUMENT.

Important: Seismic installation price includes slab on grade method only. Any other method of seismic installation including but not limited to, "upper floor" or "through bolting" or "elevated slab" method is not included in the STERIS price or current scope of supply. Additional charges will apply if through bolting is required. These charges will be determined after specific site conditions are investigated. See original quote language: "Seismic Anchoring (Excludes x-raying the floor, through bolting, & associated hardware)"

STERIS Corporation  
 5960 Heisley Road  
 Mentor, OH 44060-1834 o USA  
 800-444-9009  
 GLN: 0724995000004

[sterislifesciences.com](http://sterislifesciences.com)

Date: 12-Jul-2024  
 Quote No: ETORRES1531822  
 Revision No: 5

Submitted By: Eriberto Torres, Account Manager

## Summary

SOUTHERN NEVADA HEALTH DISTRICT  
 Acct No:50938



AMSCO 250LS Decon Sterilizer	USD	110,216.08
Installation Services (prevailing wage labor not included)	USD	13,873.62
Deinstall/Disposal (prevailing wage labor not included)	USD	1,653.57
Shipping	USD	1,530.00
<b>TOTAL</b>	<b>USD</b>	<b>127,273.27</b>



# QUOTATION

STERIS Corporation  
 5960 Heisley Road  
 Mentor, OH 44060-1834 o USA  
 800-444-9009  
 GLN: 0724995000004

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## Itemization

SOUTHERN NEVADA HEALTH DISTRICT  
 Acct No:50938

Item	Product Number	Description	Quantity	Extended Discount Price
1.0000	SSQ20231026618	<p><b>AMSCO® 250LS Small Steam Sterilizer, 20" x 20" x 38" (508 x 508 x 965 mm)</b></p> <p>STERIS Amsco 250LS Small Scientific Laboratory Steam Sterilizer is STERIS Corporation's most advanced line of steam-jacketed small sterilizers with a chamber size of 20 x 20 x 38" (508 x 508 x 965 mm). The manual operated vertical sliding door Amsco 250LS sterilizer is equipped with the latest features in both state-of-the-art technology and ease of use including an Allen-Bradley MicroLogix (TM) control system with enhanced functionality and A-B PanelView Plus (TM) 600 interface screen and modularized vessel and piping for increased dependability and reduced servicing time. Door seal is steam-activated, requires no lubrication and warranted for 2 years. Pressure vessel is warranted for 15 years.</p> <ul style="list-style-type: none"> <li>· AMSCO 250LS Scientific Laboratory Steam Sterilizer</li> <li>· Decontamination w/ Prevacuum</li> <li>· Manual Vertical Sliding Door(s)</li> <li>· Double Door with operator panel on both sides</li> <li>· Recessed One Wall, Double Door, Cabinet</li> <li>· Standard Piping: Brass and Copper Threaded</li> <li>· Electric Steam Generator - Carbon Steel</li> <li>· 120 V, 1Ph; 208V, 3 Ph (for vac pump &amp;/or steam generator)</li> <li>· Bio-seal on clean side, recessed 1 wall</li> <li>· Auto Flush Integral Generators</li> <li>· English Language</li> </ul>	1	
1.0100	<p>FV022005</p> <p>GTIN: 00724995150501</p>	<p><b>Loading Rack &amp; Two Shelves-20X20X38" Sterilizer For Double Door Unit Only</b></p> <p>Loading Rack &amp; Two Shelves-20x20x38" Sterilizer for Double Door unit only</p>	1	



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Item	Product Number	Description	Quantity	Extended Discount Price
1.0200	SE0111825	<p><b>Start-Up - Lab 250(LS) Electric Sterilizer</b></p> <p>STERIS Start-Up service provides a representative who will:</p> <ul style="list-style-type: none"> <li>· Execute the STERIS Installation/Start-up Checklist for the equipment</li> <li>· Verify that building utilities are to the design specification of the equipment</li> <li>· Verify that the installation was adequately performed and documented</li> <li>· Verify that the operational requirements are met</li> </ul> <p>Modifications to the structure and/or content of our standard documentation are available for an additional charge. STERIS requires that a minimum of three (3) week's notice be given to the responsible District Service Manager to allow for scheduling of personnel.</p> <p>STERIS requires that all of the necessary utilities be available and operational without interruption for the duration of the start-up.</p>	1	
		<b>AMSCO 250LS Decon Sterilizer</b>		<b>110,216.08</b>

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Item	Product Number	Description	Quantity	Extended Discount Price
2.0000	SE011182	<p><b>Installation - 20 Inch Lab 250(LS) Electric Sterilizer</b></p> <p>STERIS Installation Service Package includes all necessary labor (non-union) and materials required to do the following:</p> <ul style="list-style-type: none"> <li>- Uncrate the equipment at the site and inspect for shipping damage</li> <li>- Assemble or re-erect the equipment</li> <li>- Assemble equipment piping packages and accessories where provided</li> <li>- Install standard final panels where provided</li> <li>- Move the equipment to specified facility location. Customer to provide clear, unimpeded ingress to installation site. No special rigging or rigging equipment is included in this scope unless previously addressed and priced</li> <li>- Put the equipment into its place and level it (see Seismic restrictions)</li> <li>- Make all air, steam, water &amp; drain utility connections from building termination to the equipment (maximum of 6ft/1.8m) using flexible or hard-piping* according to local regulations. Proper disconnects, isolation valves, wall or ceiling penetrations to be provided by others. *Flexible or hard-piping must be specified in advance through contact with the STERIS District Service Manager.</li> <li>- Make electrical connections to the equipment, a service which includes one of the following which must also be specified in advance through contact with the STERIS District Service Manager: Either: supply and fit electrical cable from the junction box within 6ft/1.8m of unit to the STERIS equipment electrical connection point according to local regulations. Wall or ceiling penetrations and Junction / isolation / disconnect box to be supplied by others, Or: The final termination / connection of the cable (supplied by others) to the STERIS equipment electrical connection point according to local regulations.</li> </ul> <p>Customer is responsible for receiving the equipment and disposing of packing materials. Once the equipment has been received, please contact STERIS to schedule installation.</p> <p>Price is for normal working hours, Monday - Friday 8 am -5 pm unless otherwise noted. Please refer to the STERIS terms and conditions of installation found later in this quotation for a more detailed description of the scope of work. This installation service includes Start Up service.</p>	1	



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Item	Product Number	Description	Quantity	Extended Discount Price
2.0100	SE000008	<b>Install Cabinet Pkg on the unit</b> STERIS installation includes all necessary labor (non-union) and materials required to uncrate, set-in-place and assemble STERIS equipment. Price is for normal working hours, Monday - Friday 8 am -5 pm unless otherwise noted. STERIS also includes with its Installation Services an operational check-out test, any necessary adjustments and a demonstration of the equipment for appropriate facility personnel. Please refer to the STERIS terms and conditions of installation found later in this quotation for a more detailed description of the scope of work.	1	
2.0200	SE0000000041	<b>FOR INSTALLATION IN NEVADA FOR PERMITS AND INSPECTIONS</b>	2	
2.0300	SE016402	<b>Bioseal Installation (No Seismics)</b> STERIS provides a representative to install the equipment with a bioseal. If your installation requires welding, please specify that with your district service manager as there is an additional cost.	1	
<b>Installation Services (prevailing wage labor not included)</b>				<b>13,873.62</b>
3.0000	SE6018421	<b>Deinstallation - Small Sterilizers</b> STERIS will make all necessary utility disconnections (not applicable for Canada), remove and transport equipment to a predetermined location within same customer facility for pickup or disposal. Customer is responsible for decontamination and release of the equipment as non-hazardous. Equipment disposition from the staging point will be dependent upon Customer selection of disposal option. If removed equipment is to become STERIS property, it will be held on-site at the designated location for pickup by STERIS representative within a reasonable time, not to exceed five (5) working days.	1	
3.0100	SE6045100071	<b>Disposal of Sterilizers and Generators</b> STERIS personnel will determine the most efficient method of disposal including but not inclusive of pick up by STERIS carrier or removal by local scrapping entity. If deinstallation is not performed by STERIS personnel, Customer will decontaminate and move equipment to loading dock for pick up. Please note, disposal of Customer equipment implies Customer relinquishes ownership rights of disposed equipment.	1	
<b>Deinstall/Disposal (prevailing wage labor not included)</b>				<b>1,653.57</b>



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Item	Product Number	Description	Quantity	Extended Discount Price
4.0000	SHIPPING & HAND LS	SHIPPING AND HANDLING LS EQUIPMENT Freight quoted by STERIS is estimated and subject to price adjustments prior to shipment.	1	
		<b>Shipping</b>		<b>1,530.00</b>
<b>Currency: USD</b>		<b>Quote Total Excluding Taxes</b>		<b>127,273.27</b>



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## Terms

SOUTHERN NEVADA HEALTH DISTRICT  
Acct No:50938

### Quote Expiration

Under present circumstances, this quotation may be considered firm for sixty (60) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add ½% per month for any subsequent period beyond (12) months.

### Cancellation Charges

If an order is canceled, the following penalties will be incurred:  
- 20% of PO if canceled prior to receipt of submittal package  
- 40% of PO if canceled after receipt of certified drawings/approved submittal package  
- 90% of PO after fabrication has begun on the equipment

### Terms of Payment

NET 30

### Terms of Shipping

PPA (Prepay & Add)

### FOB

Origin

### Notice

The sale of Products or Services covered by this Quotation is subject to Customer's acceptance of STERIS Corporation's Terms and Conditions of Sale, which is attached hereto as Exhibit A and specifically incorporated by reference herein.

Customer may pay STERIS Corporation with federal funds. As such, STERIS Corporation agrees to comply as applicable with Exhibit B, Requirements for Non-Federal Entities Receiving Payment Made with Federal Funds

### For acceptance of STERIS terms, please sign below:

Fermin Leguen, MD, MPH

Name

By:

Signature

District Health Officer

Title

Date

For notices: [Contracts@snhd.org](mailto:Contracts@snhd.org)

E-mail

None-please use Contract Number C2400145

Purchase Order

As soon as possible

Want Date

700 Martin L. King Boulevard, Las Vegas, Nevada 89106

Ship To Address

280 S. Decatur Blvd, Las Vegas, Nevada 89107

Bill To Address

Email: [AP@snhd.org](mailto:AP@snhd.org)

## EXHIBIT A

### STERIS CORPORATION'S TERMS AND CONDITIONS OF SALES

**NOTICE TO BUYER:** STERIS Corporation ("STERIS" or "Seller") hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

#### **I. Offer and Acceptance**

**A.** The Seller's quotation constitutes an offer for the sale of Products or Services (the "Offer"). Unless otherwise specified in the Offer, or some other document signed by Seller, the terms and conditions of sale set forth in this document ("Seller's Terms") apply to all Products and Services sold or provided to Customer by Seller.

**B.** Any purchase order or other form of acceptance issued by Customer shall result in a contract for the purchase of the Products or Services at the price quoted in the Offer. Customer shall be deemed to have accepted any of Seller's Terms to which Customer has not specifically objected. Customer's issuance of a purchase order which purports to reject some or all of Seller's Terms by virtue of standard form language shall not be sufficient objection. Customer shall be required to set forth each objection to Seller's Terms in a separate writing signed and dated by Customer and delivered to Seller prior to or contemporaneous with Customer's purchase order or other form of acceptance. Seller's failure to object to provisions in any purchase order, or other communication from Customer (including, without limitation, penalty clauses of any kind), shall not be a waiver of Seller's Terms, nor an acceptance by Seller of any such provisions. Any terms in Customer's purchase order or any other document of acceptance which are different from or additional to Seller's Terms are hereby rejected unless specifically accepted by Seller in a separate document signed by both Customer and Seller, regardless of whether such other terms would materially alter the terms hereof. No course of dealing, custom or usage, which is contrary to Seller's Terms shall apply.

**C.** Seller reserves the right to correct any typographical or clerical errors in prices, specifications, quotations, or acknowledgments.

#### **II. Products or Services Subject to Sale**

The Products (including equipment, supplies, and parts) or Services subject to this sale shall be limited to those described in the Offer. They do not include, and Customer assumes responsibility for (A) removal from tailgate of carrier, set-up, installation, and start-up; (B) safety equipment used with the Products or Services or by Customer's employees or any third parties in handling or working with the products; (C) signs, plaques, and training related to the proper installation, handling, use, storage, and disposal of the Products, and (D) all utility hook-ups, building code approvals, and other regulatory requirements, as applicable.

#### **III. Financial Condition**

At Seller's request, Customer will furnish sufficient information to enable Seller to assess Customer's creditworthiness.

#### **IV. Prices**

**A.** Prices are subject to change without prior notification.

**B.** Prices are based on U.S. dollars and are F.O.B. point of shipment. Prices do not include freight or delivery charges or taxes (sales, excise, use, ad valorem, etc.) or any export or import duties. Those changes may be prepaid by Seller and added to Customer's invoice.

#### **V. Shipment, Delivery, and Inspection**

**A.** Seller shall select the method and carrier for delivery of all Products. Title and risk of loss or damage to the Products shall pass from Seller to Customer upon delivery to a carrier at point of shipment.

**B.** Any shipment, delivery, or performance date stated in the Offer or other contract document is approximate only and does not constitute any guarantee of shipment, delivery, or performance on any particular date.

#### **VI. Payments, Title and Security Interest**

**A.** All payments shall be made in United States currency. All payments shall be without deductions for back-charges, other accounts between Seller and Customer, and the like, which shall be settled independently of the payment of the invoice. Payment shall not prejudice claims on account of omissions or shortages in shipment, but no such claim will be allowed unless made within 96 hours after receipt of the applicable shipment by Customer.

**B.** Payments for Supplies or Parts shall be due 30 days from the date of Seller's invoice.

**C.** Payment for Equipment shall be due upon receipt without regard to the actual date of installation. Pre-payment of 30% of the price will be required on receipt of order for specially designed or specially engineered

Equipment. If production by Seller is delayed by Customer, partial payment is to be made based on the contract price and a percentage of completion at the time of notification of delay. If shipment is delayed by Customer, payment shall become due 30 days from the date Seller has notified Customer it is ready to ship.

**D.** Payment for installation of Equipment or Parts shall be due upon completion.

**E.** Title and risk of loss pass to Customer upon shipment,

#### **VII. Delays**

**A.** Seller shall not be liable for loss, damages, or non-performance resulting from delays in receipt of final specifications or instructions from Customer, changes in specifications, force majeure, including but not limited to strikes, labor disturbances, material shortages, non-manufacturing conditions, delays or failures of carriers or communication, epidemics, fire flood, storms, accident, riot, acts of terrorism, war and invasion, governmental requisition or priorities, acts of God, or other causes beyond Seller's reasonable control.

**B.** In such event, the delivery date shall be extended for a period equal to the time lost by reason thereof, or Seller at its option may cancel the delivery and refund any amounts paid by Customer, as Customer's sole and exclusive remedy. Seller shall undertake to notify the Customer promptly of any significant delay and will specify the revised delivery date as soon as practical. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF A DELAY IN, CANCELLATION OF, OR FAILURE TO DELIVER OR MANUFACTURE.

**C.** If shipment is delayed or extended by Customer, Customer shall arrange for and notify Seller of the place or places to which Seller shall ship the Products covered by the order for warehousing or storage at Customer's expense and all risk of loss or damage to the Products or Services shall be borne by Customer. If Customer is unwilling or unable to promptly arrange for warehousing or storage facility, Seller may do so at Customer's expense. Customer hereby agrees to pay any and all storage charges so incurred and Seller's invoice, which it shall issue upon shipment of Products to the place of storage.

#### **VIII. Cancellation**

Cancellation or suspension of the order by Customer after acceptance by Seller may be made only on terms which will compensate Seller for loss due to the cancellation. Prior to shipment, Customer may cancel by giving written notice of cancellation to Seller. Customer may cancel after shipment only if Products are re-salable and Customer pays restocking, shipping and handling charges as reasonably determined by Seller.

#### **IX. Equipment Design**

Seller reserves the right to make changes and improvements in the design and specifications of its Products without notice or obligation to Customer.

#### **X. Warranty and Disclaimers**

**A.** Seller warrants capital equipment to be free from defects in material and workmanship under normal use and operation for a period of one year after date of delivery to Customer, not to exceed 18 months from shipment. Seller's sole warranty with respect to all other Products is that such products comply with Seller's specifications for a period of 90 days from the date of shipment, unless the Product is subject to an expiration date, in which case the expiration date shall apply. Seller's warranties do not apply to damage resulting from unauthorized installation, accident, casualty, alteration, misuse, or failure to follow Seller's written instructions. No other express warranty is made with respect to the Products. If any model or sample was shown to Customer, such model or sample was used merely to illustrate the general type and quality of the Products and not to represent that the Products would necessarily conform to the model or sample in all respects. ENTIRE WARRANTY: SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. SELLER SHALL HAVE NO OTHER LIABILITY, DIRECT OR INDIRECT, OF ANY KIND, INCLUDING LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

**B.** Customer's sole and exclusive remedy for breach of the foregoing warranties shall be the repair or replacement and reinstallation of defective parts (with the exception of items normally considered to be expendable such as filters, fuses, gaskets, lamps, printer paper, printer ribbons, ink, lubricants, charts, etc.), or, at the Seller's option, to refund the purchase price; provided (1) the Product has not been altered or modified by other than Seller, (2) it has been properly stored, installed, maintained and operated within the limits specified by Seller, and (3) Customer promptly sends to Seller notice of defect and satisfactory proof thereof, including allowing Seller the opportunity to inspect the Products, and in the event of repair or replacement, returns the product to Seller, freight prepaid. Defective parts replaced by Seller shall become the property of the Seller. Repaired or replacement parts will be shipped to the Customer FOB point of shipment.

- C. If the Product sold is not manufactured by Seller, Seller will extend to the Customer the same warranty protection Seller received from the original manufacturer.
- D. Seller is not responsible for any warranty work, repairs, replacements, or other work, or charges relating thereto, that have not been authorized by Seller in writing.
- E. NEITHER SELLER NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES FOR LOSS OF USE ARISING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF CONTRACT, MATERIAL OR OTHERWISE, OR FROM ANY TORTIOUS ACTS OR OMISSIONS OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, AND IN NO EVENT SHALL THE LIABILITY OF SELLER EXCEED THE PRICE OF THE DEFECTIVE PRODUCT OR OF THE PRODUCT SUBJECT TO LATE DELIVERY. If Seller, without separate compensation therefore, furnishes the Customer with advice or other assistance concerning any product supplied hereunder or any system or equipment in which any such product may be installed which is not required hereunder, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, tort (including negligence and strict liability) or otherwise.
- F. Deferred Warranty Start Date (where applicable; sold separately). Where applicable and purchased separately, Seller agrees to delay the start date of the warranty for up to 12 months from the date of start-up, provided Seller confirms by inspection that as of the deferred start date, the Products meet STERIS's original factory specifications and do not materially differ from their factory-shipped condition. In addition, STERIS requires that STERIS equipment storage guidelines (listed on equipment drawings and shipping crates and available upon request from STERIS) be followed.

#### **XI. Insurance**

STERIS maintains insurance coverage and limits as it deems reasonable and necessary in its sole discretion. STERIS rejects any Customer requested insurance requirements, including, but not limited to, specific terms, policy limits, additional insured status or waiver of subrogation.

#### **XII. Patents, Trademarks, Copyrights and Software**

- A. Seller warrants that Products it manufactures pursuant to its design shall be delivered free of any rightful claim for infringement of any United States patent, trademark or copyright.
- B. If Seller is notified promptly in writing of any claim of infringement, Seller will defend or may settle at its expense any such claim; provided, however, that Customer must cooperate with Seller in the defense of any claim. Seller shall, at its expense and option, either procure for the Customer the right to continue using any infringing Products or replace or modify them so they become non-infringing, or remove the Products and refund the purchase price (less reasonable depreciation for any period of use). The foregoing states the entire liability of Seller for any patent, trademark, copyright, or other intellectual property infringement by Products or any part thereof.
- C. The preceding representations shall not apply to any Product or part specified by Customer or manufactured to Customer's design, or to the use of any Product furnished hereunder in conjunction with any other item in a combination not furnished by Seller as a part of this transaction. As to any such item, part, or use in such combination, Seller shall have no liability whatsoever for patent, trademark or copyright infringement and to the extent permitted by law, Customer will indemnify Seller and hold Seller harmless against any claims, liability, damages or expenses, including reasonable attorney fees, as a result of infringement claims arising there from.

#### **XIII. Disclosure of Information**

Any information, suggestions, or ideas given by the Customer to Seller in connection with Seller's performance hereunder are not secret or submitted in confidence, except as may be otherwise provided in writing, signed by Seller.

#### **XIV. Assignment**

No right accruing to the Customer by virtue of the manufacturer/purchaser relationship between Seller and the Customer nor any duty of Seller resulting from that relationship shall be assignable without Seller's prior written consent.

#### **XV. Severability**

Invalidity of any provision of Seller's Terms shall not affect the validity of any other provision hereof and any invalid provision shall be, to the extent possible, modified to accomplish the same objectives in a valid way without affecting the surviving provisions.

#### **XVI. Non-Waiver**

No failure by Seller to exercise any right accruing to it by virtue of the manufacturer/purchaser relationship or under any contract of sales entered into with the Customer shall operate as a waiver thereof or preclude the exercise of any other right or privilege by Seller.

#### **XVII. Notice**

Any notice required or contemplated hereunder shall be made via overnight courier, or U.S. certified mail with return receipt requested to the other Party at its address set forth below.

Southern Nevada Health District  
Contract Administrator, Legal Dept  
280 S. Decatur Blvd.  
Las Vegas, NV 889107

STERIS Corporation  
Attn: General Counsel Legal Dept  
5960 Helsley Road  
Mentor, OH 44060-1834

#### **XVIII. Term, Termination, Entire Agreement and Amendments**

- A.** This Agreement shall be effective from June 1, 2024 through May 31, 2025, unless sooner terminated by either Party as set forth in this agreement.
- B.** 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. Upon termination, Seller will be entitled to payment for services provided prior to date of termination and for with Seller has submitted an invoice but has not been paid.
- C.** Customer shall have the right to terminate this Agreement by thirty (30) day written notice, without Seller being at fault, for any cause or for Customer's own convenience. In such event, Customer shall pay Seller for all work performed through the effective date of termination.
- D.** Customer shall have the right to terminate this Agreement for cause upon a material breach by Seller only if Customer provides written notice of such material breach followed by a reasonable opportunity to cure, and Seller subsequently fails to cure such material breach.
- E.** There are no other Terms and Conditions applicable to the purchase and sales of Seller's Products other than those contained in the Offer (including any specifications or other documents which Seller incorporated by reference in the Offer or invoice). Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No modification, amendment, waiver or other change of any provision of Seller's Terms shall be binding on Seller without Seller's written consent.

#### **XIX. Limitation of Actions**

Any action for a breach of contract arising out of Seller's acceptance of Customer's order or arising out of Customer's acceptance of Product supplied must be commenced within one year after the cause of action has accrued.

#### **XX. Governing Law; Remedies**

- A.** The rights and obligations of the Customer and Seller, and the construction and effect of any contract formed between them shall be governed by 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.
- B.** If the Customer fails to fulfill their terms of payment of any invoice or if the financial or business condition or responsibility of the Customer shall become impaired or unsatisfactory to the Seller, Seller may, without liability to Customer or prejudice to any other legal or equitable remedy, suspend performance until past due payments are made and satisfactory assurance of payment is received.

#### **XXI. Operating Directions**

- A.** Customer shall comply with and require its agents and employees to comply with all directions, safety notices, warnings, and other instructions furnished by Seller, and shall use and require its agents and employees to use reasonable care in the use of the Products.

SELLER SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY FAILURE OF CUSTOMER, CUSTOMER'S EMPLOYEES OR AGENTS, OR ANY THIRD PARTY TO OBSERVE THE PROVISIONS OF THIS SECTION, OR FOR ANY INJURY OR DAMAGE CAUSED, IN WHOLE OR IN PART, BY CUSTOMER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL SAFETY REQUIREMENTS AND CUSTOMER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY CLAIMS, LIABILITIES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH INJURY OR DAMAGE OR CLAIM THEREOF.

#### **XXII. Limited Liability**

Customer will not waive and intends 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. Neither party will be subject to agreement-related punitive damages.

#### **XXIII. Indemnification**

To the fullest extent permitted by law, Seller shall indemnify Customer from and against any and all third party claims for bodily injury, death or damage to property, demands, actions, causes of action, suits, judgments, and costs

(including reasonable attorneys' fees) (the "Claims") only to the extent such Claims are found to be caused by the omissions, negligence or willful misconduct of Seller, its employees or agents. Notwithstanding any of the foregoing, in no event shall Seller be liable for any special, incidental or consequential damages, including but not limited to, loss of sales, profit or goodwill.

**XXIV. 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 Seller status changes at any time pursuant to this Section XXIV, Seller agrees to immediately notify Customer in writing, and Customer may terminate this agreement.

**XXV. 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.

**XXVI. No Third-Party Beneficiaries**

This agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this agreement.

**XXVII. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. A signed copy delivered by facsimile, email or other means of electronic transmissions shall have the same force and effect as an original signed copy.

**XXVIII. 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 Schedule, or for a minimum of five (5) years; whichever is longer, from the date of termination of this agreement. 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 processes which may ensue.

**XXIX. Mutual Cooperation**

The Parties shall fully cooperate with one another in furtherance of this Agreement and shall 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.



**INSTALLATION TERMS AND CONDITIONS (where installation is  
purchased from Seller)**

**I. General Definitions & Scope of Responsibilities**

- A. The Seller's Terms attached hereto are hereby incorporated by reference herein.
- B. Seller will not be responsible for services other than Seller or Seller contracted sources, unless authorized in writing by Seller.
- C. All work will be performed during normal working hours: 8:00 AM to 5:00 PM, Monday through Friday. Holidays and other hours will require additional charges.
- D. Non-Union labor will be used.
- E. Seller will be responsible for clean-up of all packing materials, crates, crating and/or other debris of transporting/setting up the equipment, but containers/dumpsters must be provided by/at the owner's facility.
- F. Parts and labor required to repair damage caused by accident, abuse, natural disaster, fire or theft, misuse by operating equipment for functions/processes not originally designed or recommended, or alteration/ modification of the equipment or accessories after final assembly and test by Seller shall be provided by Customer and are not covered by Seller.

**II. Environmental and Safety Issues**

- A. Hazard Communication - Customer agrees to provide Seller with information as to all hazards or hazardous materials which Seller's personnel may encounter when performing services for Customer and to familiarize Seller, its employees and contractors with Customer's Hazard Communication Program. If Customer's facility has an asbestos maintenance plan, the applicability of the plan to Seller's services must be specifically pointed out to Seller, and a copy of the plan must be provided to Seller prior to Seller's commencement of work. Customer shall ensure the safety of the work area and of Seller's employees and agrees to defend, indemnify and hold Seller, its employees and contractors, and their insurers (the 'Indemnified Parties') harmless from any and all claims, demands, losses, liabilities, fines, penalties (including but not limited to OSHA penalties), costs (including but not limited to attorneys' fees) or other liability suffered or incurred by the Indemnified Parties as a result of Customer's failure to do so.
- B. Unexpected or hazardous conditions - If unforeseen conditions are discovered (such as the discovery of hazardous substances or conditions) which may increase the time or expense of performance, Seller shall be entitled to additional compensation for the effects of such unexpected conditions. If Seller and Customer cannot agree on such additional compensation, Seller may stop work without liability and Customer shall pay Seller for any services already performed, at Seller's hourly rates. If Seller encounters materials which it believes may be hazardous, Seller may suspend its services until adequate testing and analysis have been conducted to confirm whether such materials are hazardous or not. In no event shall Seller or its contractors be responsible for the removal, abatement or disposal of any hazardous materials (including but not limited to asbestos, asbestos containing materials, hazardous waste, or infectious waste).

**III. Customer Responsibilities-Site Preparation**

- A. Remove all asbestos and/or other hazardous materials from equipment building and surrounding area, and safely dispose of same in accordance with local/state/federal codes, prior to Installation and/or Equipment Removal.
- B. Obtain or incur expenses for obtaining any/all permits, approvals, licenses, certification, fees and source testing, local or otherwise, that may be required for installation or operation of the equipment being installed.
- C. Prepare site for equipment installation, to include walls, floors, drains, ceilings, building utility connections, including steam drip-legs and pressure regulators, special fiber panel and any/all required structural modification to the building, including superstructure above finished ceiling and/or wall back and floor reinforcement.
- D. Provide slab, wall, flooring, anchor location and/or under-structure suitable to accept seismic tie-down devices as specified in Seller equipment drawings/technical documentation.
- E. Install any/all building exhaust vents beyond manufacturer's vent termination point, as designated in Seller equipment drawings/technical documentation, and ensure total HVAC system is adequate to handle load(s) expected with new equipment.
- F. Assure that all door openings, hallways and areas en route from receiving area to installation site will accept equipment without dismantling equipment or removing/modifying any door frames, ceilings, cabinets or other facility structures.
- G. Provide all utilities (steam, water, compressed air, condensate return, waste-drain, electric, exhaust) according to local/state/federal codes and Seller equipment drawings/technical documentation. Where local regulations preclude Seller from making utility connections, Seller will provide assistance and documentation to Customer or its designated representatives. Otherwise, Seller will connect to Customer-supplied utilities within 2 feet of the final point of connection. Utilities shall not be separated from point of equipment connection by physical barriers such as walls, ceilings, or other impediments.
- H. Furnish and install all electrical disconnects and shutoff valves within easy reach for emergency or service shutdowns, as specified in Seller equipment drawings, and in accordance with local/state/federal codes.
- I. Provide adequate lighting in recess room area.
- J. Provide an adequate service area around equipment as specified in Seller equipment drawings and in accordance with local/state/federal codes, to ensure equipment placement/utility connections and locations are adequately spaced.

**IV. Customer Responsibilities-Receiving**

- A. Provide for a loading dock with capacity for non-power tailgate delivery.
- B. If vertical transport is required due to limited access to higher or lower floors via stairways, elevator limitations, etc., customer will be responsible for any/all additional charges.

C. Receive and inspect new equipment for shipping damage and store in weather-protected, secure area inside building designated for final installation, or arrange for transportation and off-site storage, scheduling re-delivery in time for final installation.

D. Seller will require two (2) weeks' notice prior to beginning actual installation work, with clear access to final equipment location(s) guaranteed.

E. If old equipment is to become Seller's property, it will be held on-site at designated location for pickup by Seller-contracted transport within a reasonable time, or not to exceed five (5) working days.

**V. Customer Responsibilities-Utilities**

**A. STEAM**

1. Pressure - dynamic pressure must meet specific specifications on Seller equipment drawings/technical documentation; must provide steam pressure regulators and shut-off valves where/when specified.

2. Quality - provide steam traps, insulation and pipe routing necessary to supply 97% vapor-quality steam.

**B. AIR**

1. Pressure - dynamic pressure must meet specifications on Seller equipment drawings/technical documentation; air regulators must be provided where specified.

2. Quality - provide filters/dryers necessary to supply air quality as specified on Seller equipment drawings/technical documentation.

**C. WATER**

1. Pressure - dynamic pressure must meet specification on Seller equipment drawings/technical documentation; water pressure regulators must be provided where specified.

2. Flow Rates - piping must be properly sized to prevent water hammer; provide correctly sized pipes and water hammer arresters in order to support water flow rates and pressures as specified on Seller equipment drawings/technical documentation, and according to local/state/federal codes for back flow prevention.

3. Quality - water provided may be treated as necessary but must meet quality specifications on Seller equipment drawings/technical documentation.

D. EXHAUST - Provide air exhaust flow (SCFM) as specified on Seller equipment drawings/technical documentation.

E. WASTE - Provide adequate drain(s), sized to handle water/steam flow rates as specified on Seller equipment drawings/technical documentation, and traps, as required by local/state/federal codes.

F. ELECTRIC - Provide electrical supply as specified on Seller equipment drawings/technical documentation, with locking disconnect switches, as required by local/state/federal codes.

**ATTACHMENT B**  
**REQUIREMENTS FOR NON-FEDERAL ENTITIES RECEIVING PAYMENT MADE WITH FEDERAL FUNDS**

As a procurement contractor receiving payment made with federal funds, Seller agrees to ensure its compliance as applicable with the following:

- A. **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 sub-recipients of a state, must follow the procurement standards in §§ 75.327 through 75.335.
- B. **COMPLIANCE WITH PROCUREMENT STANDARDS.** Seller agrees to follow and comply with 45 CFR §§ 75.327 General Procurement Standards through 75.335 Contract Provisions as applicable.
- C. **CONTRACT PROVISIONS.** In addition to other provisions required by HHS, Customer, and/or Seller, all contracts made by Seller under the Grant must contain provisions covering the following in accordance with Appendix II to 45 CFR Part 75, Contract Provisions for Non-Federal, Entity Contracts Under Federal Awards. Seller agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
  - a. **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 Sellers violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - b. **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.
  - c. **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.”
  - d. **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, Sellers 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. **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. 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.
- g. 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).
- h. 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

Furthermore, each of Seller’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.

- i. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Sellers 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.
- j. 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.
- D. Seller 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/guidance-for-grants-and-agreements>. Public Law 117-58 may be reviewed online at <https://www.congress.gov/bill/117th-congress/house-bill/3684/text>.

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E. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Seller 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 Seller 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.

- a. See Public Law 115—232, section 889 for additional information.
- b. 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:** July 25, 2024

**RE:** *Approval of Collective Bargaining Agreements (CBA) between the Southern Nevada Health District and Service Employees International Union (S.E.I.U.), Local 1107 (General and Supervisory Units)*

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**PETITION #02-25**

**That the Southern Nevada District Board of Health** approve the District Health Officer to sign General and Supervisory Units Collective Bargaining Agreements (CBAs) both to be effective upon Board approval, as follows:

5.0% Cost of Living Adjustment (COLA) in FY25, 4.0% Cost of Living Adjustment (COLA) in FY26; 1-Step increase in FY25 and 1-Step increase in FY26 for those who have not reached the Final 14<sup>th</sup> Step of the Salary Schedule.

Terms and Conditions of Article 20 of the Board approved CBAs will be retroactively applied.

And to extend the same financial changes to non-union employees not covered by the SEIU General or Supervisory Units Collective Bargaining Agreements.

**PETITIONERS:**

**Heather Anderson-Fintak**, *General Counsel* <sup>HAF</sup>  
**Kim Saner**, *Deputy District Health Officer-Administration* <sup>KS</sup>  
**Fermin Leguen, MD, MPH**, *District Health Officer* <sup>FL</sup>

**DISCUSSION:**

On July 3, 2024, the District's Leadership Bargaining team and SEIU Local 1107's Bargaining teams successfully reached a final tentative agreement on the Collective Bargaining Agreements for the General and Supervisory Units. On July 9-10, 2024, these units ratified the contract for two years, through FY26. The proposed agreement has been attached for review and reference.

**FUNDING:**

Current funding provided for FY25 budget and it is believed that prospective funding for FY26 budget are sustainable.

## Preamble

1. The District and the Union agree that the Southern Nevada Health District will strive to ensure that all Clark County residents and visitors can live in a healthy environment.
2. The District and the Union agree that the Southern Nevada Health District will work toward its mission of protecting and promoting the health, the environment, and the well-being of Clark County residents and visitors through all public health services and ~~the ten essential public health services~~ and all other appropriate means.
3. The District and the Union recognize that in order to reach these goals, Southern Nevada Health District will foster a work place that is safe, fair, honest, efficient, and free from harassment at all times, and at which all staff and clients are treated with dignity and respect.



## Article 1 – Recognition and Bargaining Unit Membership

1. Bargaining Unit Membership
  - A. Pursuant to the provisions of the Local Government Employee-Management Relations Act, Chapter 288 of the Nevada Revised Statutes, the Southern Nevada Health District, hereinafter referred to as the "District," recognizes the Service Employees International Union, S.E.I.U. Local 1107, hereinafter referred to as the "Union," as the exclusive representative of Health District employees who are eligible to be members of General Bargaining Unit and to be represented by the Union except as limited by NRS 288.
  - B. The term "eligible employee" as used in this Agreement applies to those persons having a regular appointment (including grant funded employees) to the work force of the District, excluding however, division directors, managers, administrative (as defined by NRS 288.025), confidential employees, temporary (excluding grant funded employees, ~~per diem~~) and less than half-time employees throughout the District.
  - C. Appendix A lists the classifications that have been placed in the general bargaining unit.
2. Determination of Bargaining Unit Status
  - A. The District and the Union agree to comply with the provisions of NRS 288.160 and NRS 288.170.
  - B. The District shall notify the Union in writing of its intent to eliminate a bargaining unit classification twenty (20) working days in advance. Upon receipt of the notification from the District, the Union shall notify the District in writing within ten (10) working days if it believes the elimination is inappropriate. The parties shall meet within five (5) working days to attempt to resolve the dispute. If the Union and the District cannot agree, the dispute may be submitted to the Employee-Management Relations Board as provided under NRS 288.
  - ~~C.~~ The District shall notify the Union, in writing, of its intent to establish any new classification prior to implementation and state the determination of whether the new classification is or is not a bargaining unit classification. Upon receipt of the notification from the District, the Union shall, within five ~~D.C.~~ (5) working days, notify the District, in writing, if it believes the new classification belongs in the bargaining unit. The parties shall meet within five (5) working days to attempt to resolve the dispute. If the Union and the District cannot agree, the District's action may be submitted to the Employee-Management Relations Board as provided under NRS 288.

## Article 2 – Definitions

Unless the context otherwise requires, the words and terms used in this Agreement shall have the meanings ascribed to them below. Any words or terms not ascribed below shall be interpreted in their context as such appears in this Agreement and, if no context is apparent, shall be given their plain and ordinary meaning.

**Actual Service** – The number of ~~continuous~~ days actually worked on the job. Paid absence from work due to sick leave, approved vacation, occupational injury or illness incurred in the District's service, and temporary military duty, shall be deemed actual service.

**Adjusted Work Schedule (AWS)** – A business work schedule mutually adopted by the employee with written approval from appropriate District management for purposes of serving a legitimate business need outside the standard work schedule of Monday through Friday 8:00 am - 4:30 pm.

**Adjusted Work Week (AWW)** – A business work week schedule assigned by appropriate District management or requested by an employee for purposes of serving a legitimate business need outside the standard work schedule and within a specific biweekly pay period.

**Break In Service** – A period during which an employee is not in paid status and is ineligible to accrue sick leave, vacation leave, longevity, and other benefits unless otherwise delineated in this Agreement. Actual service and performance evaluation periods shall be subject to date adjustment for a break in service unless otherwise delineated in this Agreement.

**Class Specification** – A written job description of a classification including but not limited to: title, knowledge, skills, abilities, position definition, minimum qualifications and examples of essential responsibilities and duties.

**Classification** – A group of positions sufficiently similar with respect to their duties and responsibilities that the same job title may reasonably and fairly be used to designate each position allocated to the class, that substantially the same tests of fitness may be used, that substantially the same minimum qualifications may be required and that the same schedule of compensation may be made to apply with equity. Notification will be provided to the Board of ~~a A~~ ~~new classification~~ position description, salary schedule and title approved by the Board.

**Classification Series** – A group of classifications within a promotional series that have similar job duties with an increasing level of responsibility, professional expertise and/or supervision of lower classifications within the series.

**Day** – A consecutive 24-hour period within a Saturday through Friday week. A day begins at 12:01 a.m. and ends at midnight each day of the week.

**Days** – means calendar days.

**Workday** – An operational working day for the District on a Monday through Friday schedule. Holidays will not be considered a District workday.

**Working Days** – means the days Monday through Friday but excluding any holiday set forth in Article 24. Whenever a period of time is specified the day of the event or action which commences the period shall not be included calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday, or contract holiday.

**Demotion** – Movement of an employee from one classification to another classification with a lower salary range, typically within a classification series.

**Domestic Partner** - A person who, with an employee as defined herein, has: 1) a registered, valid domestic partnership pursuant to NRS 122A.100; and 2) has not terminated that domestic partnership pursuant to NRS 122A, 300; ~~and 3) is a person of the same gender as the employee.~~

**Employee** – A person legally holding a position in the public service of the District under any appointment employing them as an employee. The District observes the following employee categories:

**Full-Time Employee** – An employee working 30 hours or more on a weekly basis.

**Grant Employee** – An employee occupying a position funded by grant monies. Such employees accrue fringe benefits in the manner set forth in this Agreement and the Grant. The term of employment is subject to the continuance of grant funds.

**Less Than 20 Hours Employee** – An employee working ~~nineteen (19) hours or less per week.~~ Less Than 20 Hours Employees are not eligible for fringe benefits covered by this Agreement.

**Part-Time Employee** – An employee working twenty (20) hours or more per week but less than ~~forty-three (43)~~ (340) hours per week. Such employees accrue fringe benefits in the manner set forth in this Agreement.

~~**Per Diem Employee** – hired to work under 19 hours a week and is not eligible for employee benefits or PERS.~~

**Probationary Employee** – A newly hired employee that has not satisfied the probationary period of six months and 1040 of actual hours worked as part of final selection.

Probationary employees are not covered by this Agreement. Hours worked during the probationary period shall be deemed actual service.

**Acting Employee** – An employee temporarily ~~appointed~~ ~~appointed~~ ~~hired or promoted~~, for a term not to exceed six (6) months, to fill a vacancy for which there is no appropriate list of eligible candidates available. Acting appointments may be extended only for extenuating circumstances which are made a matter of record.

**Regular Employee** – An employee legally holding a position in the public service of the District under any appointment employing them as an employee and who has been lawfully retained after completion of the probationary period of six months and 1040 hours worked.

**Temporary Employee** – An employee that may be selected from the appropriate list of eligible candidates to be employed for a period of less than six (6) months.

**Flex Reclassification** – Promotion of an employee at an entry level to the next level of the series based upon time served (i.e. moving from a I to a II).

**Good Standing** – An employee’s performance that meets or exceeds District expectations, and the employee is not subject to any current performance or behavioral related discipline exceeding a Documented Verbal Warning. An employee that left the District and was not terminated with cause.

**Grievance** – means a dispute raised by an employee, or the Union, concerning the interpretation or application of any provision in this Agreement or the issuance of discipline defined herein ~~other than the Discipline, Demotion, or Discharge provisions of Article 15 and the Grievance and Arbitration Procedure in Article 16.~~

**Lateral Transfer** - Movement of an employee from one position to another with the same salary regardless of department or division assignment.

**Nevada Revised Statutes (NRS)** – The applicable section(s) of the Nevada Revised Statutes and all amendments enacted during the term of this Agreement.

**Payment in Lieu of Notice** – During a reduction of force, an employee may be offered six weeks of payment either in a lump sum or paid out over 3 pay periods when prior notice of separation is not provided.

**Position** – is a group of duties and responsibilities that have been assigned to a single employee on a full-time or part-time basis.

**Promotion** – is any movement of an employee from a position in a classification to a position in any ~~a~~ classification having a higher salary range maximum ~~salary range~~, excluding general salary adjustments.

**Recall Process** – Following a reduction in the workforce, those employees who

accepted a voluntary demotion or transfer will be included as part of the recall list of employees who were separated from the District.

**Reclassification** – ~~The reclassification of duties based on the needs of the District and after an analysis of the position description~~ after an analysis of the position description, with notification to the Union.~~in consultation with the Union.~~

**Regular Pay** – The hourly rate of compensation payable to an employee in exchange for services rendered during a scheduled hour within a work day.

**Rehire** – The appointment of a former regular employee who separated from District service in good standing, ~~and did not leave the District for disciplinary reasons.~~

**Reinstatement** – The reinstatement of a former regular employee who separated from District less than six (6) months, left service in good standing, and is reinstated to the employee's last classification held prior to separation. Total service for a reinstated employee shall be adjusted less the duration of a period of separation not to exceed six (6) consecutive months. Employee must successfully complete the District background process prior to reinstatement.

**Schedule** – A term used to designate a salary range. All classes placed in the same salary schedule have the same salary range or rate.

**Seniority** – Length of uninterrupted service.

**District seniority** – shall be the uninterrupted length of service from the most recent date of employment by the District.

**Classification seniority** – shall be the uninterrupted length of service from the most recent date of appointment to the employee's classification.

**Step** – One pay increment within the ~~14-step~~ salary schedule equal to 2.5% increase, subject to the approved CBA in effect.

**Supervisor** – A District employee holding a supervisor title ~~in a Board approved classification~~ who is responsible for supervising the work of others. Individuals that conduct lead duties that include some supervisory functions are not deemed to be supervisors.

**Transfer** – is any movement of an employee from one position to another position in the same classification or related classification with the same salary grade; or the movement of the employee with his/her position to another location.

**Voluntary** – shall mean at the election of the employee.

### **Article 3 – District Management Rights**

1. The District and the Union agree that (1) all rights and responsibilities of the District not specifically modified by this Agreement shall remain the function of the District. (2) The exercise or non-exercise of any right or responsibility hereby reserved to the District shall not be considered a requirement or a waiver of the District's right to exercise such right or responsibility. (3) The parties are bound by the statutory provisions of NRS 288 concerning management rights.

## **Article 4 – No Strike**

1. The Union agrees that there shall be no strikes against the District under any circumstances and that all District employees shall continue work under all circumstances.
2. The District and the Union agree to be bound by the provisions of NRS 288 concerning strikes.

## **Article 5 – Non-Discrimination**

1. The District and the Union will not knowingly discriminate, directly or indirectly, against any employee subject to this agreement by reason of race, color, religion, sex, sexual orientation, genetic information, marital status, age, national origin, ancestry, mental or physical disability, union activity, gender identity or expression, veteran status, or any other consideration made unlawful by federal, state, or local laws. This commitment applies to all persons involved in the operations of the District and prohibits unlawful discrimination by any employee or contractor of the District.
2. Violations of this article are not subject to the grievance process. Employees have the right to file cases with EEOC/NERC.



## Article 6 – District Decorum

1. Employees of the District are routinely and constantly exposed to and in close contact with the public and with fellow employees. Each employee shall always present a courteous and cooperative attitude toward the public and fellow employees and shall give full and serious attention to assigned job duties and shall conduct same in a professional manner.
- ~~2.~~ The District's administration of public health functions requires that a clean and professional image be maintained by District employees. ~~Employees shall always dress appropriately, in a manner consistent with their current job duties.~~
- ~~2.~~ ~~All employees, regardless of status or affiliation, may be subject to disciplinary actions as defined within this article.~~

## Article 7 – Union Rights

1. New Employees and Orientation
  - A. An integral part of each employee's tenure with the District is an understanding of the Collective Bargaining Agreement and the role of the Union in the employment setting. As such, each new eligible employee, as part of their District-Wide orientation, shall be required to attend a mandatory thirty (30) minute session, not to be the last session, where they will receive an overview of the Union and its programs. The session will be conducted by Union Representatives designated by the Union. Each employee must sign that they attended, and failure to attend will carry the same consequence as if the employee missed any other part of new employee orientation. No disparaging comments will be made regarding management or the District, and the District shall receive prior copies, where possible, of all materials to be distributed and presented at the orientation, which shall include but not be limited to a copy of the Agreement, a Union membership card, a Union COPE card, and a list of shop stewards prepared by the Union showing their division/section and/or work areas and telephone numbers. The District shall provide to the Union a list of all employees attending the orientation as many days as possible prior to such orientation and no later than the day before the orientation.
2. Field Representatives
  - A. An authorized field representative of the Union shall be permitted to enter the facility at reasonable times for union business to check upon complaints of bargaining unit employees and to participate in meetings with management.
  - B. The field representative will abide by District policies while on premises. Field representatives shall give reasonable advance notice of not less than four (4) hours to the ~~Chief-District~~ Health Officer or designee of the intended visit before entering work areas.
  - C. The Union Representative shall not interfere in any way with the work of any employee. Field representatives shall not direct any employee how to perform the assigned work, shall not countermand the order of any supervisor and shall not interfere with the normal operations of the District or any employee.
  - ~~D. This shall not prevent a union field representative from conferring with an employee and the employee's supervisor or a District representative on District time in connection with a complaint or problem concerning the employee.~~

3. Union Shop Stewards and Union Business

- A. The Union shall provide the District with a written list of up to thirteen (13) Union Stewards after their designation and shall notify the District of changes as they occur. Additionally, the Union may designate one chief steward and one Vice President. The District is not obligated to recognize a Union Steward under this Article until after the District's receipt of written Union designation.
- B. The functions of the Union Steward include the authority (1) to settle or assist in settling problems arising in connection with the application or interpretation of the Agreement, (2) to resolve grievances, and (3) to serve as a Union Representative for disciplinary meetings.
- C. For each separate fiscal year covered by this agreement, the union will be allocated a total of six hundred (600) hours of union bank (UBA) time for designated non-supervisory union members to attend monthly stewards meetings, conferences, legislative sessions or conventions, and other union business. If needed and upon mutual agreement of the parties, additional hours may be transferred between the General and Supervisory units.
- D. The District will not be responsible for any industrial accidents resulting from activities performed on behalf of the union on or away from District work locations during normal duty hours.
- E. Business and activities on behalf of the Union may be conducted during regular working hours provided that employees who are designated by the Union to participate in such business or activities obtain prior approval for leave from their division director or designee. When such approval is obtained, the employee may utilize union bank time, vacation, or accrued compensatory time. The type of time taken shall be at the employee's option. Such leave shall be taken in cumulative increments of fifteen minutes with a half-hour minimum for each occasion. A leave request will be submitted and approved prior to the time leave is taken. Release time as specifically addressed in this Agreement will not be unreasonably withheld. Union bank time requests will be approved by the chief steward, the union's executive director or president. Any union bank time that is not approved shall be charged to the employee's accrued vacation leave. Union bank time requests will be approved in writing or via email communication by the chief steward or their designee. Any Union approvals will be provided to the supervisor prior to release. All union members shall have access to Union Bank time in the drop-down menu of the time off leave request system.
- F. For the purpose of renegotiating this agreement, eight (8) members of the Union will be released from work for the Interest Based Bargaining

Process or up to fifteen (15) members of the Union shall be released from work for the traditional bargaining process. Union Stewards shall perform their functions or Union-related activities after hours or by use of union bank time or scheduled leave. However, if a meeting is mutually agreed to with the Union Steward during the Union Steward's work shift; the District will pay for that time. If the Union Steward wishes to schedule a meeting with an employee during the Union Steward's work shift, scheduled leave shall be used by the steward and the employee unless union bank time is used.

- G. Union Stewards shall not direct any employee how to perform work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the District or any employee.
- H. Upon advanced written request and subject to staffing and scheduling needs, duly recognized shop stewards will be permitted to leave their normal work to attend the monthly shop steward meeting. The District shall not unreasonably deny such requests. Such leave time shall be charged to the union business bank time balance.

#### 4. Discipline and Grievances

- A. One Union Steward shall be granted leave from duty with full pay for the purpose of investigating and processing filed grievances or disciplinary appeals when such business takes place at a time during which the representatives are scheduled to be on duty. One Union Steward may be granted leave with pay for pre-disciplinary meetings with the District when such meetings take place at a time when the steward is scheduled to be on duty.
- B. Employees who are needed as witnesses or because of direct knowledge of or involvement in the incident may be called without loss of pay or *leave* time by the Union or the District to scheduled meetings between the District and the Union regarding filed grievances, disciplinary appeals, or joint investigatory meetings. Employees shall report at the time specified and shall report back to work upon conclusion of their statement. Such *leave* from duty shall be reported as Union Business *leave* under the payroll tracking code on the employee's timecard.
- C. Employees preparing or responding to grievances/disciplinary matters shall do so on their regularly scheduled breaks or off duty time and shall not interfere with other employee's work assignments or work responsibilities in any fashion whatsoever.

#### 5. Public meeting notification

- A. The District will provide the Union Executive Director, District Chief Steward, and the District Vice President with the agenda for any Board of

Health meetings and subcommittee meetings open to the public not less than 3 working days prior to the meeting via email notification.

## Article 8 – Union Communications with Members

1. The District will provide bulletin boards measuring at least 2' x 3' for the exclusive use of the Union at the main District Health Center. A bulletin board will be located in or adjacent to each main break area, ~~as well as in the Nursing and Environmental Health sections.~~ The District will also provide space or a bulletin board for the Union's use at all permanent District- controlled worksites where bargaining unit members are assigned. The specific placement of these bulletin boards will be determined by mutual agreement between the Union and the division directors.
- ~~1.2.~~ A link to the Union Website will be posted on the front page of the District intranet site.
- ~~2.3.~~ All notices which appear on the space provided to the Union on bulletin boards shall be dated and signed by the chief steward of the Union or designee. Properly dated and posted notices may only be removed by an authorized member of the bargaining unit, except as specified in Section 4. Union notices shall relate to items of interest to members. The Union agrees to provide a copy of all notices it posts to the Chief Health Officer or designee at or before the time of posting.
- ~~3.4.~~ The Union may send four (4) mass e-mails per month (not to exceed 24 per year) to the bargaining unit. Mass e-mails will be provided to Human Resources for distribution via the District e-mail system and shall be sent within one working day from the time of receipt.
- ~~4.5.~~ It is also understood that no material may be posted on bulletin boards or sent to District e-mail addresses at any time which contain any of the following:

  - A. Personal attacks upon any member or any non-member employee;
  - B. Scandalous, scurrilous, or derogatory attacks upon the District and/or District Administration;
  - C. Attacks on any other employee organization, regardless of whether the organization has local membership; and/or
  - ~~D.~~ Attacks on and/or favorable comments regarding a candidate for a
  - ~~E.D.~~ partisan political office.
- ~~5.6.~~ If materials containing any of the preceding are posted, they will be removed by District Administration.
- ~~6.7.~~ The District, upon written request of the Union, shall provide space for meetings of the Union at District workspace, at reasonable times and dates.

## Article 9 – Dues and COPE (Committee on Political Education)

1. The District agrees, consistent with the provisions contained herein, to deduct from the pay check of each employee within the bargaining unit who has electronically authorized or signed an authorized payroll deduction card for the current contract period such amount as has been officially voted by the membership and designated by the Union as dues and is so certified by the appropriate Union treasurer.
2. Such funds will be remitted biweekly by the District to the appropriate Union treasurer. Dues deduction authorization is continuous unless withdrawn by written request to the Human Resources office and copied to the Union by a member between October 1st and October 15th of the calendar year.
3. The Union agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this Article.
4. The District will not be required to honor any biweekly deduction authorizations that are delivered to the district payroll department after the beginning of the pay period during which the deductions should start.
5. No later than the fifteenth of each month, the District shall provide to the Union the following related to District employees eligible for inclusion in the unit. The format of the report will be a standard computer database importable electronic file in a format agreed upon by the parties.
  - A. All union eligible employees by name, address, hire date, hourly wage, classification, most recent employment action, effective date, section and division. For all union members, the District will also provide home phone number, cell phone number, and personal email (if collected). Additionally, for employees separated from employment, termination reason and date will be included. ~~Social security numbers will be included for employees who are Union members. For non member union eligible employees, an employee identification number will be used in lieu of Social Security Number. Provided that the District shall not provide the Union with any Social Security numbers until the Union has executed a confidentiality agreement in a form acceptable to the District.~~
6. Deduction of COPE Monies
  - A. The District hereby agrees to honor all COPE contribution deduction authorizations from its employees who are Union members. The District will make the COPE contributions payable on the same schedule as the dues payments but send them in a separate check.
  - B. The District will transmit the COPE report to the Union in the same manner as described in Section 5A of this Article.

- C. The Union will hold the District harmless against any claim which may be made by any person by reason of the COPE deductions described herein, including the cost of defending such claim. The Union will have no monetary claim against the District by reason of failure to perform under this Article.



## **Article 10 – Joint Labor Management Committee**

1. The Union and Management shall each be permitted eight (8) representatives on the Joint Labor Management Committee (JLMC). Both the Union and the District retain the authority to choose their respective representatives and will attempt to have representation from each Division. At no time will less than three (3) divisions be represented. The Union and Management will each designate one member to serve as co-chair. The Union and the District shall advise each other in writing of the JLMC appointments and changes to such appointments. The two co-chairs will have equal responsibility.
2. The purpose of the JLMC is to provide a forum for discussing issues of mutual labor/management concern. The Union and the District acknowledge that neither shall use this committee for the purposes of collective bargaining. In the event the District seeks changes in a District-wide policy, the item shall be placed on the JLMC agenda for discussion.
3. Meetings shall be held monthly at a site mutually determined unless cancelled by mutual co-chair agreement. The co-chairs will agree upon and send all members an agenda for the meeting at least two (2) full working days before the meeting. The meetings may be scheduled for duration up to two (2) hours as determined by the co-chairs.
4. As a courtesy and to assure adequacy of District staff for established work schedules, the Union Representatives will be required to notify their immediate supervisor(s) of the date and time for such meetings as soon as possible after the meeting is scheduled and noticed to the members. District staffing requirements will take precedence in the scheduling of any meetings. However, Union Representative's attendance shall not be unreasonably denied for any reason including staffing.
5. If an employee is scheduled to work during the time in which the meeting is held, the employee representative shall be paid straight time pay for attendance at, and travel related to, committee meetings (hours paid shall not exceed the number of hours in the employee's regularly scheduled shift). Hours spent at JLMC meetings will be counted as regular hours worked for overtime calculation. Overtime will not be paid if a JLMC meeting extends beyond the employee's normal work day.

## Article 11 – Safety

1. The District and the Union acknowledges it's agree to work collaboratively responsibility to create provide a safe, healthy work environment for District employees and the community they serve. Every employee has the right to safe and healthy working conditions. The District shall remain in compliance with the state and federal laws with respect to the health and safety of employees during their employment. The District will furnish at its expense any required personal standard safety and protective devices.
2. The District has the right to adopt reasonable safety rules in accordance with the
- ~~3.2.~~ Federal Occupational Safety and Health Act and will notify the Union prior to implementation. Should the District adopt a safety requirement that is more restrictive or not necessarily required by OSHA, the District will notify and discuss with the Union prior to implementation. Employees must follow safety rules as stated and implemented by the District.
- ~~4.3.~~ The Southern Nevada Health District Safety Committee, known as the Central Safety Committee (CSC), will meet monthly ~~bi-monthly~~ or more often if the parties agree.
5. The Union and the District will each appoint one member to the Central Safety Committee from each division: Environmental Health, Clinical Services, Primary and Preventive Care, FQHC, Community Health Services, Disease Surveillance and Control, and Administration, and one member from ~~each facility of~~ the Southern Nevada Public Health Laboratory, and one from each major campus (Fremont, Henderson, Bonanza). Remote campus may attend via video conference. The Safety Committee shall be headed by two co- chairs, appointed from the ~~ten~~ designated members with equal responsibility: one appointed by the management and one appointed by the Union. Management and Union shall advise each other in writing of the appointments to the Central Safety Committee, and on written notice to the other, the Union and the District may change representatives from time to time.
4. The District shall provide appropriate administrative support to the Central Safety Committee.
5. At the CSC meeting, the Safety Officer will report any incidents that required local law enforcement support for the purposes of employee safety and review the incident reports involving safety issues.
6. The committee will annually review the security plan and safety related training.
- ~~6.7.~~ The parties acknowledge the importance of the EAP process and counseling and will continue to provide EAP services for employees.
8. It is the duty of each employee to comply with all health and safety regulations and if any safety or health hazard is detected by an employee, the employee shall promptly report the safety hazard to the Health District. The Union shall promptly notify the Health District of health and safety

hazards, violations, or problems of which the Union is aware. The Health District shall have a reasonable period of time to remedy any problems or situations. Within ten (10) working days, the employee or the Union, who submitted a safety concern, shall receive acknowledgement from the District Safety Officer or designee. Safety concerns not addressed to the submitters' satisfaction shall be referred to the ~~Director of Administration~~ [CHRO](#). No adverse action shall be taken for reporting employee health and safety concerns to the Health District, the Union, and federal or state authorities.

## Article 12 – Outside Employment

1. Each employee shall, during hours of active duty, devote the whole time, attention, and efforts to employment and may not be required to perform any service except for the benefit of the District. No employee of the District may engage in any employment activity or enterprise which has been determined to be inconsistent, incompatible, or in conflict with the assigned duties or with the duties, functions, and responsibilities of the District. A conflict occurs whenever outside employment:
  - A. Involves the use for private gain or advantage of District time, facilities, equipment and supplies, or the badge, uniform, prestige, or influence of one's District position, office, or equipment; or
  - B. Involves receipt or acceptance by the employee of any money or other consideration for the performance of an act required or expected to be rendered in the regular course or hours of District employment; or
  - C. Involves the performance of an act in other than the employee's capacity as a District employee, which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other officer or employee of the District within the employee's division; or
  - D. Causes a decrease in the performance of assigned job duties as a District employee.
2. Each employee wishing to engage in outside employment shall make appropriate written request, using the Outside Employment form provided by the District, for approval through their division director or designee. Prior to undertaking any outside employment, approval must be secured. Approval or denial of outside employment will occur within ten (10) working days of receipt of the form.
3. When outside employment responsibilities or hours change, the employee is responsible for notifying the District by updating the Outside Employment form. The employee will notify the District when outside employment has terminated.
4. When the employee's responsibility at the District change, management has the right to ask the employee to update the Outside Employment form. The District reserves the right to deny the outside employment request if the change conflicts with A-D (above).

## Article 13 - Probation

1. All new employees shall be regarded as probationary for the first six (6) months of employment. The probationary period may be extended one (1) time for a period not to exceed three (3) months for any employee at the sole discretion of the Division Director in consultation with the ~~Human Resources Director~~ CHRO. The employee will be provided with written notice of any extension of their probationary period, and they will be provided with a performance improvement plan that runs concurrent to their probationary extension. Any extension shall require written notice of the extension to the employee and will include a performance improvement plan.
2. The probationary period is a part of the selection process during which the District shall determine whether the performance of the employee is adequate and whether the employee shall continue in the employment of the District. Prior to the completion of a probationary period, each probationary employee may be terminated at the sole discretion of the District ~~at will~~ and without recourse to any appeal or grievance process.

## Article 14– Employee Evaluations

1. The District shall make available to each employee a current copy of the classification specification applicable to the position occupied by the employee via the intranet. The District shall maintain a uniform and consistent performance evaluation program for all bargaining unit employees. ~~Employees in similar classifications/positions shall be evaluated using established performance rating factors.~~ Employees shall be given a written evaluation of work performance (provided) by their immediate supervisor (or designee) within the first six (6) months following initial employment, promotion, and/or reclassification ~~and annually thereafter~~. Evaluations shall be a reflection of the work performed during the evaluation period.
2. The supervisor shall review the performance evaluation with the employee and provide a copy of the evaluation to the employee. Employees whose performance is tracking below average on any rating factor will be notified by their supervisor in a timely fashion that there are performance deficiencies. Supervisors shall provide these employees with written performance goals and guidance for the employees to use in improving work performance. Following the review of any performance evaluation, the employee is entitled to provide written comments within *five* (5) working days ~~to be~~ which will be attached to the evaluation in their personnel file.
3. In the event a permanent employee believes the evaluation contains inaccurate comments, the employee may request a review of the performance evaluation at the next level of management, within *five* (5) working days. Upon receipt of request, within *five* (5) working days, a second review will be scheduled. At the second review, the employee may present appropriate information regarding comments and issues put forward in the performance evaluation. The section manager and division director shall, after appropriate consideration, within *five* (5) working days of second review, issue a formal decision upholding or modifying the performance evaluation.
4. Human Resources must notify the division of upcoming performance evaluations due at least thirty (30) days prior to the evaluation due date.
5. All evaluations and any related documentation shall be ~~signed or initialed~~ acknowledged as received by the employee.

## Article 15 – Discipline, Demotion, or Discharge

1. The right to issue discipline is vested exclusively in the District.
2. The purpose of disciplinary action is to be corrective and will be used by the District to address work deficiencies, assist employees in meeting performance standards, and to ensure that District and departmental policies/~~procedures~~ work rules are followed.
3. Performance and behavior issues ~~first~~ will be addressed as an informal coaching and counseling documented as a note to file except in egregious circumstances (i.e., a gross violation of standards). Coaching and Counseling shall communicate to the employee that a violation of a work rule, policy, or procedure has occurred or that the employee has performance ~~deficiencies~~ deficiencies and/or behavior issues that need to be addressed. Coaching and Counseling is not considered discipline. Any written memo of counseling shall not be placed in the employee's permanent personnel file. Coaching and ~~C~~Counseling documented as a note to file may be considered in determining the appropriateness of progressive discipline for a period of twelve (12) months.
4. The District will follow progressive discipline unless circumstances warrant more severe actions. Progressive discipline may include one or more of the following steps:
  - A. Documented verbal warning;
  - B. Written warning;
  - C. Final written warning with or without suspension; and
  - D. Termination.
  - E. Demotion may be considered in the disciplinary process at Management's discretion.
5. The District may discipline, demote, or terminate an employee who has completed the initial probationary period under Article 13, with just cause.
6. The action to be taken at each step is as follows:
  - A. Documented Verbal Warning – Documents a verbal communication given to the employee that informs the employee that an offense has been committed and that a repeat offense that occurs within twelve (12) months may result in more severe discipline. It shall also contain direction on how the employee is to correct the violation.
  - B. Written Warning – Documents a formal written communication to the employee that informs the employee that a previously documented offense continues and that continued offense that occurs within eighteen (18) months may result in more severe discipline. It shall also contain direction on how the employee is to correct the violation.

- C. Final Written Warning With or Without Suspension – Documents a final written communication to the employee that informs the employee that a previously documented offense has continued and a repeat offense that occurs within twenty-four (24) months may result in more severe discipline up to and including termination. A suspension is not to exceed twenty (20) working business days and may be issued in conjunction with the final Written Warning.
  - D. Termination – Documents the dismissal of the employee from service with the District. The notice of termination shall contain the reasons for the termination and past discipline on which the District relied, if any, to issue the termination.
7. When an allegation is made against an employee(s), or when the District receives an allegation against an employee and the District determines an investigation is warranted, if the District determines it is in its best interest to remove the employee from the premises, ~~it~~ the District may suspend the employee pending the termination of the investigation. Any employee suspended during the investigation will be placed on paid administrative leave. A suspension pending investigation is not considered disciplinary action.
  8. Any employee who receives a Documented Verbal Warning, Written Warning, Final Written Warning and/or Suspension or is terminated shall receive a copy of the notice and shall sign a receipt to acknowledge having received the document. Such acknowledgement of receipt is not an admission to any allegations contained in the notice. A document in an employee's file without signature or indication that the employee refused to sign the document shall not be considered discipline.
  9. Employees shall receive copies of all disciplinary notices placed in their personnel files and shall have a right, within ten (10) working days of issuance of the disciplinary notice, in addition to any appeal and/or grievance rights, to submit a written rebuttal. The written rebuttal shall be reasonable in length, relate directly to the disciplinary notice, and be filed with the disciplinary notice.
  10. Documented Verbal Warnings, Written Warnings, and Final Written Warnings shall be removed from an employee's active personnel file and placed in their confidential file upon employee's request provided, however, no additional disciplinary notices have been issued to that employee and the discipline is no longer active consistent with section 6 (A), (B), and/or (C) ~~a.~~ After the active period of the discipline has expired, and no additional warnings have been issued related to the first warning.
  11. An employee ~~of being investigated by~~ the District (or designee) shall be entitled to have a Union Representative (field representative or Union Steward) present during an investigatory interview which may result in



|  
discipline ~~of the employee being investigated~~. If an employee is to be issued discipline, in writing at a meeting with management a Union Representative may be present.

## Article 16 – Grievance and Arbitration Procedure

It is the goal of the grievance and arbitration procedure to attempt to resolve the grievance at the lowest level possible with the least amount of time and resources. Prior to filing an official grievance, the informal resolution process will be utilized. All formal grievances, written notices, requests, or responses referred to in this Article shall be sent by email or personal delivery to the designated District representative or Union Representative.

### 1. Informal Resolution

#### A. Discipline

- (1) In the event that an employee disputes an issued discipline, the union will request, and the District will participate in, an informal meeting(s) between the employee, a Union Representative, and the appropriate District Representative(s) in an effort to resolve the dispute. The request will be submitted within ten (10) working days of the issued discipline, and the meeting will be scheduled within ten (10) working days from the receipt of the request.
- (2) Within ten (10) working days of the informal meeting(s), the Human Resources Director or designee shall send a written response to the Union Representative with copies to the Division Director and the employee.

#### B. Contract Interpretation I Application

- (1) In the event of a dispute identified by the Union, the field representative or steward shall first request an informal meeting(s) with the supervisor or the appropriate District designee and attempt to settle the dispute. In the event of a dispute identified by the District, the District shall request a meeting(s) between the designated management representative and a representative designated by the union in an effort to settle the dispute. The meeting shall be requested within ten (10) working days of when the interested party became aware or should have been aware of the events or circumstances giving rise to the dispute. The meeting shall be scheduled within ten (10) working days from the receipt of the request from either ~~need~~ party.
- (2) Within ten (10) working days of the informal meeting(s), the Human Resources Director or designee shall send a written response to the Union Representative with copies to the Division Director and the employee. When the dispute is initiated by the District, the same process will apply.

2. Grievance Procedure

- A. If the dispute is not settled, a formal grievance may be submitted within ten (10) working days of the date the response was received by the Union or the District.
- B. The grievance must be submitted to the Chief Human Resources Officer ~~Director~~ or designee utilizing ~~the designated form~~ email notification. A grievance meeting shall be scheduled within ten (10) working days from receipt of the formal grievance. In a grievance, the Chief Human Resources Officer ~~Director~~ Officer or designee, the affected Division Director or designee, the Union Representative, and the affected employee, if any, will attend the grievance meeting.
- C. The Chief Human Resources Officer ~~Director~~ or designee shall have ten (10) working days to provide a written statement with a decision responding to the grievance. Such statement will be sent to the filing party and contain the reasons for the decision.

3. Mediation Procedure

- A. Either the Union or the District may request mediation of a grievance by making a written request to the other party within ten (10) working days of receipt of the written statement described in 23.C. above. If the other party agrees to mediation, it shall send a written notice to the other party within ten (10) working days of the request. Upon mutual agreement, the parties may engage in mediation, and the requesting party shall request a mediator from Federal mediation Conciliation Services (FMCS). The mediation request shall not toll the deadline for demanding arbitration set out in 5.A. below. If for any reason the mediation session has not occurred prior to the selected arbitrator's cancellation penalty deadline, the mediation shall be canceled unless the party wishing to continue proceeding to mediation agrees to pay the arbitrator's cancellation fee, if any, upon settlement of the case. When a settlement is reached through mediation, a settlement agreement will be signed by both parties. The grievance may proceed to arbitration if a settlement is not reached.

4. Arbitration Procedure

- A. If either party disagrees with the decision issued pursuant to 2.C above, the grievance may be referred to arbitration by written notice from the party who filed the grievance within fifteen (15) working days from receipt of the written decision. The District shall hold the arbitration request in abeyance pending the presentation of the case to the SEIU Arbitration Council. The SEIU Arbitration Council must make a decision on the matter within sixty (60) calendar days of receipt of the decision issued pursuant to 2.C. If the Human Resources Director or his/her designee has not received a written confirmation that SEIU is moving the case to arbitration within the designated sixty (60) calendar days, the matter will be considered abandoned.
- B. Starting with the Union, the parties will request on an alternating basis from FMCS arbitration services division for a list of seven (7) arbitrators who are members of the National Academy of Arbitrators. If a party does not request the list within ten (10) working days of the written demand for arbitration, the other party may request the list. Once the list is obtained, the party who did not apply for the list will strike the first name, and thereafter, the parties will alternate striking names until one arbitrator remains. Both parties will make every effort to mutually establish the issue(s) to be arbitrated in advance of the arbitration hearing date.
- C. The arbitrator shall hear the submitted grievance as soon as possible and shall render a decision in writing within 60 days of the receipt of post-hearing briefs, if any.

5. Arbitrator's Authority

- A. The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of the Agreement. His or her jurisdiction shall extend solely to claims of a violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties or, in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement. Further, the arbitrator's decision will be final and binding upon all parties concerned.

6. Grievance/Arbitration Expenses

- A. All fees and expenses of the arbitrator shall be initially shared equally by the parties. The party that loses the case be paid by the both parties. In the event either party must reschedule an Arbitration date after the Arbitrator's cancelation date, the party needing to reschedule will be responsible for the fees incurred for the canceled date. Each party will bear its own expenses of representation of its case, including witness, and

including the cost of any transcript for the party's own use. If an Arbitrator requires a transcript, the parties shall split the cost. ~~losing party. A split decision shall will result in each party being responsible for its own fees and costs. equal payment to each party.~~ The arbitrator may award fees and costs to the prevailing party.

B. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use. All expenses associated with an individual employee grievance and/or arbitration which has not been approved by the Union shall be paid by the employee.

## Article 17 – Personnel Reduction

1. When the District deems a reduction in force is necessary, it shall provide notification to the Union no later than notification is provided to the affected employees. Meetings with the Union for discussion of the effects of the proposed reduction will be scheduled upon request. Reductions shall be accomplished in accordance with the following provisions:
  - A. Requests shall be made for volunteers in the affected classifications within the division. Management reserves the right to reject volunteers based on business needs.
  - B. Any employee subject to layoff can accept and/or request a voluntary demotion to a lower classification that they are qualified to fill providing a position vacancy exists.
  - C. Temporary positions within the affected classification, within the division, shall first be eliminated.
  - D. Probationary employees in the affected classification, within the division, shall be subject to layoff before layoff of regular full-time employees.
  - E. Part time employees in the affected classification, within the division, shall be subject to layoff before regular full-time employees.
2. The determination regarding a layoff of regular full-time employees shall be based on the following criteria applied to the affected division(s):
  - A. Seniority within the classification.
  - B. In the event two (2) or more employees have the same classification seniority, District seniority will be used.
  - C. In the event two or more employees have the same seniority, in the classification and within the district, active discipline history will be considered. In the event no discipline is documented, the last four digits of the social security number will be used retaining the employee with the highest number.
  - D. An employee subject to layoff can move back to the most recently held vacant position within the classification series within the division. If the position is held by another employee, the person with the most classification series seniority retains the position.
  - E. An employee subject to layoff can move back to the most recently held vacant position. If the position is held by another employee, the person with the most District seniority retains the position.
  - F. An employee subject to layoff that moves into a lower paid position will receive a minimum 5% reduction in pay, not to exceed the top of the lower position pay scale.

3. Employees laid off under this collective bargaining agreement shall receive at least six (6) weeks' notice, payment in lieu of notice, or any combination of notice and payment. A copy of this notice will be provided to the Union.
4. Reduction in Force Appeal Committee
  - A. Concurrent with the announcement of a reduction in force, an appeals committee will be formed. The Union and the District will each select two (2) representatives who in turn will select a fifth member who shall serve as the chairperson of the committee.
  - B. Employees subject to reduction in force may, within five (5) working days of receipt of notice, request an appeal in writing to the Union and/or HR Director to review the facts related to their individual concerns related to the process.
  - C. Within ten (10) working days of receipt of the appeal, the committee shall review, investigate, and receive statements from the appealing employee, the division director, and/or any other relevant persons as determined by the committee. The committee will serve as an advisory committee to the ~~Chief District~~ Health Officer and recommend action as they may agree upon. The committee shall submit a statement of findings to the ~~Chief-District~~ Health Officer within ten (10) working days of the review. The committee shall also state a recommended action upon a majority vote of the committee members.
  - D. The ~~Chief-District~~ Health Officer shall review the committee's report and issue a decision that either accepts or rejects the recommendation or, at his/her discretion, directs the implementation of some other action. The decision of the ~~Chief-District~~ Health Officer is final and binding.
5. Recall
  - A. Any employee demoted or laid off from employment under this article shall have their name placed on the District's recall list for a period of eighteen (18) months. These employees shall be notified by documented contact and must respond within forty-eight hours (48) that they are accepting any offer of re-employment or they shall be deemed to have refused the offer of re-employment. An employee who refuses the offer of reemployment or fails to respond shall be passed over for that position and shall be entitled to one (1) additional offer of re-employment within the eighteen (18) month recall period. Should a second offer be refused or unanswered, the employee shall forfeit all seniority and/or rehire rights and privileges.

- B. Whenever positions become available within the eighteen (18) month recall period, personnel who have been laid off or demoted shall be recalled in order of seniority to the position they held at time of layoff or demotion.
- C. Providing a position vacancy exists, laid off or demoted employees may be offered, within recall order, a position of equal or lower salary schedule assignment within their former position's classification series.



## Article 18 – Vacancies

1. The Union acknowledges that the District has the exclusive right to fill or not fill vacancies and make reassignments. Hiring decisions made by the District are not eligible for grievance.
2. When a new position is created or an existing position becomes vacant in the bargaining unit, the Chief-District Health Officer or designee shall determine if the vacancy is to be filled by transfer, rehire, re-employment, in-house closed promotional examination, or open competitive examination.
3. ~~It is the mutual intent of the District and the Union to provide the highest level of service possible to the public.~~ The decision of the District as to use of in-house closed promotion or open competitive method for filling an open position shall not be grievable.
4. The District shall encourage promotion/transfer within the competitive service on the basis of ability, experience and work performance. The District recognizes the value of affecting internal promotions to both the individual employee and the institution. Accordingly, internal applicants will be given reasonable consideration for promotional opportunities.
5. An internal candidate who applied for, but was not selected to fill the posted vacancy, may within seven (7) working days from the date notified that they were not selected, submit a written request to the Human Resources department seeking improvement.
- ~~3.6.~~ Once the position justification has been approved, the position will be posted within five (5) working days. The notice of the vacancy will be posted within the District for at least ten (10) working days. The District may extend the posting period for any vacancy.
- ~~4.7.~~ In addition to posting vacancies on the intranet, internet (open competitive recruitments only), ~~and bulletin boards,~~ Human Resources will notify employees of all vacancies via the District e-mail system. These notices will post within the District system concurrently with the external posting dates. The notice will include the classification title, salary schedule, type of recruitment, current vacancy location, and Intra or Internet link for further information and access to the application process.
- ~~5.8.~~ Positions may be posted and advertised outside the District concurrently with their internal posting. If the vacancy is not filled through the preceding procedures, applicants from any other source may be considered.
- ~~6.9.~~ A vacancy filled by a demotion does not require posting. When an individual's job classification within the bargaining unit changes title, no vacancy exists, and no posting is required.
- ~~7.10.~~ A vacancy filled by a transfer or management reassignment, in a position that is

equal to the employee's current position, may be solicited for interested staff or posted unless a business need dictates otherwise.

- ~~8.11.~~ If a current employee who applies for a position is determined not to meet the minimum qualifications of the classification specification, the employee may request written explanation detailing the reasons for the determination. Such response will be provided within ten (10) working days of receipt of the request
- ~~9.12.~~ If there are five (5) or more qualified internal applicants, the top five will be allowed to interview for the available position. If there are less than five qualified applicants for a vacant position, all of the qualified applicants will be interviewed.
13. In all cases, the employee selected must possess the ability to perform the duties of the position and meet the qualifications and department-specific preferred qualifications.
14. Interview Panels: All interviews shall primarily be in-person. In the event an interview is conducted via video conference the interviewers will have their camera turned on, if technology permits.
15. Announcement: Prior to the formal hiring announcement, all internal candidates who did not receive the position shall be notified.
- ~~10.16.~~ Hiring decisions made by the District are not grievable. Employees wishing requesting a ~~to~~ transfer to another department or applying to be promoted to a new position must be in their current position for a minimum of six (6) months and the employee must be in good standing.

## Article 19 – Acting Appointments

1. An Acting appointment for a vacant permanent position will be for an initial period of not more than six (6) months (13 pay periods). This initial time period may be extended for up to an additional six (6) months upon the request of the Division Director. The Union will be advised by Human Resources of a requested extension prior to a final determination.
2. Acting appointments and extensions require written authorization from the ~~Chief Health Officer~~District Health Officer or designee.
3. Acting appointment requests will be made in writing by the Division Director and will not involve a formal selection process.
4. Postings of vacant positions will be consistent with the requirements outlined in Article 18 Vacancies.
5. An employee can have additional duties and authorities assigned to them on a temporary basis to fill in for an absent or vacant position by being appointed in an "Acting" capacity.
6. An employee who is temporarily assigned to fully perform the functions of a classification in a higher salary range will receive out-of-class pay pursuant to Article 22, Section 5(A).
7. The decision to fill regular, full-time vacancies on a temporary basis pending the completion of selection procedures will not be grievable.

## Article 20 – Wages

1. The District and the Union agree to maintain a fourteen (14) step salary plan at 2.5% at each step; which reflects additionally:
    - A. A general increase of ~~fivefourtwo and one half~~ percent (~~542.5%~~) effective July 1, ~~2021-2024~~ or the date this Agreement is ratified by the Board of Health, whichever is later.
    - B. Effective July 1, 202~~5~~2, a general increase in the amount of three and one half percentfour percent (43.5%), based on the percentage change in the CPI-U All Items in West Size Class B/C, all Urban Consumers, not seasonally adjusted for the calendar year ending December 2021. Provided that the general
      - C. ~~increase shall be at least two percent (2.0%) and shall not exceed three percent (3.0%). Effective July 1, 2026, a general increase in the amount of three and one half percent (3.5%).~~
      - D. ~~Effective July 1, 2023, a general increase based on the percentage change in the CPI-U All Items in West Size Class B/C, all Urban Consumers, not seasonally adjusted for the calendar year ending December 2022. Provided that the general increase shall be at least two percent (2.0%) and shall not exceed three percent (3.0%).~~
- ~~The following example using data from a prior year is set forth solely for the purpose of illustrating the above described mechanism to be used for calculating the general increase:~~

	1
	5
	<del>7.</del>
	0
	1
	9
<del>E. 2019 ANNUAL CPI</del>	

	15
	<del>3.</del>
	13
	0
	<del>3.</del>
ANNUAL INCREASE	89
	15
	<del>3.</del>
	13
	0
DIVIDED BY 2018 CPI	

ANNUAL PERCENTAGE INCREASE IN CPI	2.5 %
SALARY SCHEDULE ADJUSTMENT	2.5 %

~~2.~~

~~3. Full time non probationary employees employed as of the date this Agreement is ratified by the Board of Health shall receive the following ratification bonuses, less all normal payroll withholdings payable on the first pay period following ratification;~~

~~4. Employees who are below at Step 14 as of June 30, 2021 shall receive a one-time award as of the first pay period during July 2024: \$1,000.00~~

~~5. Employees who are at Step 14 as of June 30, 2021: \$1,500.00~~

~~6.~~

~~7.2.~~ Except for new employees hired at Schedule 23 or above where approved by the Chief District Health Officer, a new employee ~~shall~~ may not be hired at a higher rate than a 23, unless approved ~~an incumbent within a specific job classification.~~ The District will provide written notice to the Union within ten (10) working days of the hiring of any new employee at Schedule 23 or above who is hired at a rate higher than an incumbent in a specific job classification. Where a new employee is hired at Schedule 23 or above at a rate higher than an incumbent, the incumbent shall be evaluated within one year of the hire of the new employee. After that evaluation, the District, in its sole and absolute discretion, may increase the incumbent's wage rate to the level of the new hire. Disputes over any such decision to increase or not increase the incumbent's wage rate shall not be covered by the grievance and arbitration provisions of this Agreement.

~~8.3.~~ On initial hire, an employee will be eligible for a maximum of one (1) step salary increase at successful completion of the initial probationary period.

~~9. An existing employee who is reclassified to a new position having a higher salary schedule will be eligible for a maximum of two (2) steps after completion of one (1) year in the new classification.~~

~~10.4.~~ When an employee is promoted, the employee shall be entitled to the lowest step in the higher salary schedule that provides a minimum of five (5%) percent over the salary rate last received up to the maximum of the salary range. If the employee had more than six (6) months in the previous classification, the employee will also be given a one (1) step increase at the previous salary scale. ~~The next step increase will be due twelve (12) months after the date of the promotion.~~

~~11.~~ ~~Unless already at Step 14, every employee who has at least one year of service as of June 30, 2021, shall receive a one step increase upon completion of an additional twelve months of service as follows:~~

**Period**

**Effective Date of Step Increases**

~~7/1/21 through 6/30/22~~

~~Anniversary Date or the date this Agreement is ratified by the Board of Health, whichever is later.~~

~~PROVIDED THAT THE 21 22 YEAR ONLY EMPLOYEES SHALL MOVE TWO STEPS INSTEAD OF ONE~~

~~7/1/22 through 6/30/23~~

~~Anniversary Date~~

~~7/1/23 through 6/30/24~~

~~Anniversary Date~~

~~The parties agree to form a working group to discuss methods for reducing the number of steps in the salary schedule. The working group shall not engage in collective bargaining but shall work toward preparing the parties to make fast progress on this issue when negotiation the next new CBA. The Union may appoint three members of the working group and the District may appoint three members of the working group. The working group shall meet on a regular basis but no less often than once every other month during the period of 7/1/21 through 6/30/24. The parties also agree to form a working group to discuss additions, deletions or corrections to the job classifications listed in Appendix A. The working group shall not engage in collective bargaining but shall work toward preparing the parties to, upon mutual agreement, reopen the CBA for the sole purpose of amending the CBA to attach the revised Appendix A. The Union may appoint three members of the working group and the District may appoint three members of the working group. The working group shall form within 30 days of ratification and shall begin meeting no later than 90 days after ratification.~~

## Article 21 - Bilingual Pay

1. An employee will be eligible to receive Bilingual Pay provided the following conditions are met:

~~A.~~ The employee's assigned duties require them to communicate in a second language, ~~including sign language, a minimum of 15% of the time;~~

~~A.~~

### AND

- B. The licensed employees who provide clinical services who have successfully passed a Bilingual Oral Proficiency Examination at an Intermediate Advanced level. Competency testing verifies fluency in English and the required language or languages. Written proficiency examinations may be required if the employee's assigned duties require written communication skills in the second language.

### OR

- A. For all other employees who have successfully passed a Bilingual Oral Proficiency Examination at an Intermediate Basic level. Competency testing verifies fluency in English and the required language or languages. Written proficiency examinations may be required if the employee's assigned duties require written communication skills in the second language.

2. The parties further recognize and agree that:
  - A. Payment of bilingual pay to an employee will not occur simply because the employee is bilingual and occasionally uses bilingual skills in the course of their work; However, employees who are bilingual but do not receive bilingual pay are not required to use their bilingual skills.
3. The employee's regularly assigned duties must require the use of the second language for communication, defined as:
  - A. An encounter in which information is directly exchanged between a District employee and a client or associate who speak a common language and/or written material in the common language intended for distribution to such clients/associates.
4. Bilingual testing will be scheduled by the District no less than quarterly.
5. Bilingual premium pay shall be \$75.00 per pay period in a stipend form for each employee determined to be eligible pursuant to Section 1 herein. Eligible half time employees will be entitled to \$37.50. The stipend will not be included in the base pay and is not used in the calculation of PERS or longevity.
6. Approved bilingual pay will be subject to biannual re-authorization according

to the conditions specified in Section 1 herein, with the exception of bilingual proficiency examinations which may be required every two (2) years under the reauthorization process, or when needed if there are concerns regarding an employee's competency to communicate in the second language.

7. Bilingual pay will cease when the employee is transferred, promoted, or demoted to a position which does not meet the requirements of Sections 1 (A and B) herein, as determined by the employee's division director. Nothing in this agreement shall prevent the District from using interpreter services where deemed appropriate and in the best interest of the public. The District will not create classifications solely to circumvent bilingual pay but maintains the rights to create classifications that include a requirement for a second language as operational needs or statute dictate.



## Article 22 – Hours of Work, Overtime, Call Back and Premium Pay

### 1. Hours of Work

- A. The standard work week for employees covered by this Agreement shall consist of forty (40) hours, that may be comprised of five (5) consecutive eight (8) hour work days, or four (4) consecutive ten (10) hour work days, each is exclusive of the daily lunch period, or an alternate work schedule (AWS) as agreed upon exclusive of the daily lunch period. The standard workday shall be eight (8), ten (10) or 9/80 hours between 0600 (6:00 am PST) and end at 1800 (6:00 pm PST.) Current work groups working various different shifts shall continue existing scheduling practices.
- B. Employees will be granted one fifteen (15) minute paid work break for each period encompassing four (4) hours during the course of their shift(s). In the event an employee is required to work four (4) hours or more beyond the end of their standard scheduled shift, the employee shall be granted an additional fifteen- minute paid work break at the beginning of the overtime period. Meal breaks are neither time worked nor time on pay status. The unpaid meal break shall be at least one uninterrupted half-hour long break and near the middle of the employee's shift. Supervisors and section managers are responsible for scheduling work hours, break times, and meal periods based on the District's needs and public service requirements. Employees who are required to return to duty by a supervisor during their meal break shall be placed on paid status. An employee shall not remain at the work station during the meal break.
- C. Employees working a 5-day, 40-hour week (designated 5/40) shall work eight (8) hours per shift for five (5) shifts within the official work week and shall receive two (2) consecutive "24-hour periods off."
- D. Employees working a 4-day, 40-hour week (designated 4/10/40) shall work ten (10) hours per shift for four (4) shifts within the official work week and shall receive three (3) "24-hour periods off" of which two (2) 24-hour periods must be consecutive.
- D-E. Employees working a combined 2 week period consisting of a 4-day and a 5-day week (designated 9/80) shall work 8 days at 9 hours per shift and 1 day at 8 hours during the pay period and shall receive three (3) "24-hour periods off" of which two (2) 24-hour periods must be consecutive.
- E-F. Employees working an Alternate Work Schedule (AWS) shall work the approved and agreed upon work week and scheduled biweekly work cycle.
- E-G. When a critical, temporary business need indicates, District supervision and the employee may agree to adjust an employee's work schedule on a voluntary/temporary basis as an Adjusted Work Week (AWW). If there are no volunteers, management may assign with a minimum of two (2) week

notice a mandatory adjusted work week no more than four (4) times per year or once every three months, per employee. These mandatory adjusted work weeks will be assigned by each division, section, or program on a rotational basis by reverse seniority and posted. Employees may expect to work their regularly scheduled work hours without persistent temporary schedule changes. Any required overtime hours shall be recorded as such and will be processed as paid overtime unless the employee requests comp time payment and is eligible for comp time accrual at the time of request. Adjusted work weeks shall not be used to establish permanent work schedules within a program, section, or division.

2. Overtime Pay I Comp Time in lieu of Overtime Pay

A. Overtime pay is additional compensation earned by an employee.

- (1) Regularly scheduled shift – Compensation shall be earned by an employee who is held over or is requested to report early for a regularly scheduled shift that will exceed the employee's normal work hours or a regularly scheduled day off. Paid non-work hours (vacation, sick leave, personal day, comp time) are not counted as hours worked when calculating daily overtime eligibility.
- (2) Adjusted work week - When business need indicates, District supervision and the employee may agree to adjust an employee's work schedule on a voluntary/temporary basis as an Adjusted Work Week (AWW) within the established work week. Compensation shall be earned by an employee who works more than forty (40) hours in one week. Weekly overtime eligibility will include all scheduled paid time within the week.
  - a. The District will continue to utilize adjusted work weeks as mutually agreed to cover minor adjustments to scheduling daily work hours.
- (3) Scheduled Overtime is when an employee is required to report for duty at a time that is more than twelve (12) hours after notice is given. The District shall include ~~30 minutes of overtime for any travel~~ time spent traveling to and from the location to which the employee is reporting for scheduled overtime as time actually worked.
- (4) All overtime must be officially ordered and/or approved by the division director or designee. Overtime will be paid at one and one-half (1 1/2,) times the eligible employee's regular rate or, upon the employee's request, may be credited toward the employee's comp time balance if the employee is eligible for comp time accrual at the time of the request. Non-Exempt bargaining unit employees

will be compensated at an overtime rate of time and one-half (1 1/2,) for hours worked in excess of their regularly scheduled shift (e.g., 8, 9, 10-hour shifts) in one work day or forty (40) hours worked in any work week. Employees may be required to work overtime.

- (5) Overtime will be added to the payroll for the period during which work is performed.
- (6) When practical, overtime shall be offered to employees within a work group on an equal basis depending on the skills and abilities of the employees. If problems or inequities are identified, Supervisors and Section Managers shall work with the employees in the work group to develop an equitable and mutually agreed upon overtime scheduling system in each work group and reduce it to writing. Disagreements on the fairness of the scheduling system shall be referred to the Division Director for resolution. If the matter is not satisfactorily resolved at the Division Director level, the matter may be referred to the Chief District Health Officer or designee for consideration.

B. Compensatory Time

- (1) Hours of work officially approved and/or ordered as overtime in excess of an employee's normal work day or work week may be earned as compensatory time in lieu of overtime pay when requested by the employee. Employees may ~~only~~ carry 40 ~~320~~ (~~twenty~~ thirty ~~forty~~) hours of compensatory time at any given time. If compensatory time is not used in the same fiscal year in which it is earned, the unused compensatory time will be paid to the employee in the first pay period in July, or upon separation from employment. The purpose of compensatory time is to allow employees to accumulate compensatory time as a voluntary alternative to paid overtime.
- (2) Compensatory time will be calculated on a time and one half (1~~5~~ 1/2%) rated basis. No employee eligible for overtime will be required to accumulate compensatory time rather than paid overtime.
- (3) Use of compensatory time must be approved in advance by the appropriate supervisor, manager or division director in accordance with established leave policies. Approval of compensatory time use shall be subject to District staffing needs.
- (4) Employees will be compensated for any unused accumulation of compensatory time in the first pay period in July, or upon separation from employment.

3. Call-back Pay

- A. Call-back pay is compensation earned for returning to duty after the employee has completed a regular shift and is off duty for any period of time and is requested to return to duty with less than twelve (12) hours' notice. In emergency situations requiring immediate attention where the division director or designee feels that it is necessary to call back one or more members in the department, an employee shall be paid overtime on a time and one-half (1.5%) rated basis. Said employee shall be paid for a minimum of three (3) hours regardless of having worked less than three (3) hours. However, in the event that the period of call back extends into the employee's normal working shift, such employee shall be paid only for the time actually worked in addition to the normal working shift. If the period of call back exceeds three (3) hours, the employee shall be paid for the amount of time actually worked.
- B. An employee who works less than three (3) hours on the initial call back and is then called back a second time during the initial three (3) hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed three (3) hours, in which case the employee shall be paid for the aggregate time so worked. In the event an employee is called back for a second time after the expiration of three (3) hours from the first call back, the employee shall be paid for a minimum of three (3) hours for each call back.
- C. Employees who are called back on a holiday shall be paid at the rate of time and one-half (1.5-1/2%), for all hours worked in addition to holiday pay at the employee's hourly rate of pay as provided under Article 206.
- D. The District shall continue the current practice of including time spent traveling to and from the location to which the employee is reporting for call back duty as time actually worked.

4. Standby Duty

- A. District service needs may require 24-hour response capability. In order to address this need, standby duty is scheduled by the division director and section manager.
- B. Employees shall be duly compensated for accepting standby duty assignments.
- C. Standby duty pay: Employees on standby duty shall be compensated at a rate of ~~50-50~~ \$75 per 24-hour shift on standby duty, or ~~\$350-525~~ per week, if standby assignments are made weekly. Standby pay will be paid in the payroll for the period during which work is performed.
- D. Telephone pay: Employees on standby duty shall receive telephone pay in 15-minute increments up to a maximum of sixty (60) minutes for

each hour.

- E. If an employee on standby duty must report for on-site duty, the actual time spent on duty will be compensated as overtime pay or compensatory time if the employee is eligible to earn compensatory time. Employees on standby duty are ineligible for callback pay.
- F. Standby duty is voluntary. No employee may be required to assume standby duty except as follows:
  - FQHC Providers: Employees hired *before* July 1, 2024 are subject to voluntary Standby duty.
  - FQHC Providers: Employees hired on or *after* July 1, 2024 will be required to assume Standby duty. Standby duty will be assigned first from volunteers. If no one volunteers, based on skill set, the time will be assigned to the employee by reverse seniority.
  - ~~Standby duty will be assigned first from volunteers. If no one volunteers, based on skill set, the time will be assigned to the employee by reverse seniority.~~
- ~~E. Standby duty is voluntary. No employee may be required to assume standby duty.~~
- ~~F. Standby duty time is voluntary. No employee may be required to assume standby duty.~~
- G. An employee not on standby duty who is contacted during off duty hours by appropriate personnel and is requested to complete telephone communication with a District client shall, for each such incident, receive telephone pay in 15- minute increments up to a maximum of sixty (60) minutes for each hour at the employee's overtime rate.
- H. The District shall continue the current practice of including time spent traveling to and from the location to which the employee is reporting for standby duty as time actually worked.

5. Out of Class Pay

- A. When a permanent-regular employee is assigned, in writing, to work on a temporary basis in a higher classification for a total of 40 hours or more within a consecutive 2 week period ~~five (5) or more consecutive working days within the pay peri.~~ Theed, the employee shall be paid at the lowest step equal to at least 5% above the employee's regular hourly rate of pay for the entire period. Such assignment must be approved in writing by the section manager and division director in advance and shall be given to the employee at the time of assignment.
- B. Emergency assignments must be confirmed in writing within one working day of the assignment by the Section Manager and Division Director.

Managers will not rotate/change out of class assignments of three (3) days or more in order to avoid out of class pay.

- C. These provisions do not apply to employees who voluntarily accept the opportunity to train and improve their effectiveness in the higher classification. Insofar as practical, such opportunities will be provided to qualified employees on an impartial and equitable basis.

6. Shift Differential

- A. Shift differential is defined as the amount of compensation paid to an employee in addition to the employee's normal hourly salary for working a regularly scheduled shift other than day shift. A regularly scheduled shift is a shift created by the division/section that is the same schedule for at least a month. Any employee working a regularly scheduled shift that begins prior to 4:00 a.m. or ends later than ~~979~~9:00 pm must be paid a shift differential equal to ~~twoone~~ two dollars (\$~~21~~2.00) per hour for the entire shift.

~~A.~~

## **Article 23 – Use of Personal Vehicles and Out of Jurisdiction Travel**

1. Personal Vehicles
  - A. When a Health District employee is required to utilize a private vehicle for District purposes, the employee shall receive monthly reimbursement at the established IRS mileage rate for each mile driven on behalf of the District. Reimbursement shall be based upon verification of miles driven in accordance with District policies and procedures. In addition, each month the employee shall receive an allowance of \$50.00 for 200 or more miles driven during the calendar month.
  - B. Mileage for District purposes shall include:
    - (1) Mileage driven during normal work hours on District business;
    - (2) Mileage driven to and from the employee's home to a work location(s) other than a District office when working scheduled overtime or call back.
2. Bargaining Unit Employee Travel Out Of Jurisdiction
  - A. All bargaining unit employees shall have their travel arrangements made in accordance with the established District travel policy. Designated District personnel shall consider any specific travel requests made by the traveling employee when the travel request is submitted for approval and shall make a reasonable attempt to schedule the travel accordingly if the requests are in conformance with established District travel policies.
  - B. Travel hours will be hours worked when:
    - (1) An employee has a special 1-day work assignment in another city. All time spent traveling will be hours worked.
    - (2) Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is time worked when it cuts across the employee's normal workday or during normal working hours on non-working days. Thus, if an employee regularly works from 8:00 a.m. to 4:30 p.m. from Monday through Friday, the travel time during these hours is considered hours worked on Saturday and Sunday. Consideration of an Adjusted Work Week may be given when extended travel hours fall outside of the regular work hours.
    - (3) If an employee is required to drive a vehicle as the mode of travel on out of town overnight travel, the time from home to the destination and the destination back home is hours worked.
  - C. Unless otherwise mandated by other requirements, including grants and

other funding sources, employees traveling on out-of-jurisdiction business shall receive food and incidentals at a per diem at the rate set by the General Services Administration on for the city and dates on which the employee is traveling. An employee whose travel time status encompasses less than an eight (8) hour day shall receive a per diem at 75% of GSA.



## Article 24 – Holidays

1. The following ~~8-hour~~ holidays shall be paid legal holidays for all members of the bargaining unit:
  - A. January 1<sup>ST</sup> (New Year's Day)
  - B. Third Monday in January (Martin Luther King's Birthday)
  - C. Third Monday in February (President's Day)
  - ~~D.~~ D. Last Monday in May (Memorial Day)
  - ~~D.E.~~ D.E. June 19<sup>th</sup> (Juneteenth)
  - ~~E.F.~~ E.F. July 4<sup>TH</sup> (Independence Day)
  - ~~F.G.~~ F.G. First Monday in September (Labor Day)
  - ~~G.H.~~ G.H. Last Friday in October (Nevada Day)
  - ~~H.I.~~ H.I. November 11<sup>TH</sup> (Veteran's Day)
  - ~~I.J.~~ I.J. Fourth Thursday in November (Thanksgiving Day)
  - ~~J.K.~~ J.K. Fourth Friday in November (Day after Thanksgiving)
  - ~~K.L.~~ K.L. December 24<sup>TH</sup> & 25<sup>TH</sup> (Christmas Eve & Day)
  - ~~L.M.~~ L.M. Floating Personal Holiday Day

Each District employee covered shall be entitled to one (1) ~~8-hour~~ Floating Personal Holiday Day, based on regularly scheduled shift hours, annually, which will be credited January 1st. Said holiday must be scheduled in advance by the employee with the supervisor and must be taken during the calendar year in which it is earned.
2. The District will observe as a holiday any day that the District is required by state law to close for a legal holiday.
3. If any holiday listed above falls upon a Sunday, the Monday following shall be observed as a legal holiday. If any holiday listed above falls upon a Saturday, the Friday preceding shall be observed as a legal holiday. If an employee's scheduled day off falls on a paid holiday, the employee will receive an additional ~~eight (8) hour~~ work day off, based on regularly scheduled shift hours, of holiday bank leave in that work week as their paid holiday.
- ~~4.~~ 4.5. Any accrued holiday bank hours will be paid upon termination of employment.
- ~~4.5.~~ 4.5. Employees must use holiday bank time by end of current fiscal year. Bank holiday time accrued for Memorial Day and Juneteenth may be rolled into next fiscal year. Employees being hired after January 1 of the calendar year

can roll over any accrued bank holiday hours into the next fiscal year.

- ~~5.6.~~ Employees classified as overtime exempt who are required to work at least four (4) hours on a designated holiday will be entitled to earn holiday bank hours ~~in four (4) hour increments not to exceed eight (8) hours. Holiday bank hours earned by exempt employees must be used within 60 days of being earned.~~
- ~~6.~~ Employees on an approved adjusted work schedule (AWS) with shifts in excess of eight hours will be charged with the appropriate number of vacation hours for each holiday that occurs on a scheduled work day that the employee does not work. (Example – an employee working 4/10's will be charged two (2) hours of vacation time for each holiday in order to assure a paid 40-hour work week.)
7. Any employee scheduled to work or called back on the holiday will be paid holiday pay in addition to overtime or compensatory time earned in accordance with Article 22, Hours of Work.
- ~~8.~~ Employees working less than a full-time schedule have a prorated paid holiday schedule based on hours of work.
- ~~8.9.~~ Employees paid hours will be based on their regular schedule at time of occurrence.

## Article 25 – Vacation Leave

1. The District and the Union agree that vacation is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business.
2. Employees shall be eligible to take vacation after completion of ~~six~~three (63) months of continuous service, but may not exceed the accrued time.
3. Vacation Accrual
  - A. Vacation shall accrue from the date of ~~entry on duty~~hire to those employees except those employed on a less than twenty hour or temporary appointment basis.
  - B. Southern Nevada Health District employees working on a full-time basis employed in the classified and exempt service shall earn credits on the following basis:
    - (1) 0 to 1 Year: 80 Hours per Annum (.03846 Hours/Paid Hour)
    - (2) 1 to 8 Years: 120 Hours per Annum (.05769 Hours/Paid Hour)
    - (3) 8 to 13 Years: 144 Hours per Annum (.06923 Hours/Paid Hour)
    - (4) 13 Years and Over: 160 Hours per Annum (.07692 Hours/Paid Hour)
  - C. All accumulations will be computed on the basis of paid hours, excluding overtime of service; part-time employees working regularly twenty (20) hours or more per week shall be granted vacation on a prorated basis. Unpaid hours will not be used to compute vacation accruals.
4. Vacation Usage
  - A. Vacation may only be taken with approval of the division director or section manager. District staffing needs are to take precedence. Subject to such priorities, granting of vacation shall not be unreasonably withheld. Absences not specifically covered by the provisions of this Agreement may be chargeable to vacation after approval of the division director or section manager to the extent that vacation has been accrued.
  - B. An employee may request vacation up to six (6) months in advance of the requested date(s). ~~—~~Barring any specific staffing conflicts, such *leave* requests shall be approved or denied and returned within 14 calendar days of submission. Employees within the workgroup shall be given preference in being scheduled based upon date of submission and District seniority. This means that the first person submitting a vacation request on a calendar day shall be given preference, unless a person in the same classification with greater District seniority submits a request within the same calendar day.

- C. An employee desiring to use accrued vacation time may request approval at any time. Leave requests should be submitted ~~in-person~~ to the employee's supervisor.
  - D. Vacation *leave* requests surrounding major holidays will be approved on a rotational basis within a work group or department when necessary to provide equal opportunities for all staff.
5. Annual Vacation Carryover
- A. Vacation credit may not be accumulated at the beginning of any calendar year to exceed twice the employee's annual allocation—maximum accumulation based on years of service as follows:
    - (1) 0 to 1 Years - 160 hours
    - (2) 1 to 8 Years - 240 hours
    - (3) 8 to 13 Years - 288 hours
    - (4) 13 Years and Over - 320 hours
  - B. Amounts in excess of the above schedule at the beginning of any calendar year shall be forfeited or, with written permission of the employee, all or part of the excess may be transferred to the Donated Leave Bank. Exceptions to the above will be only with the [Chief District](#) Health Officer's approval in writing.
  - C. ~~Human Resources~~ [Finance](#) will notify employees in writing by October 31st of each year if they will exceed their maximum vacation carryover by ~~December 31st of the~~ [the last full pay period in the same calendar year](#).
  - ~~D.~~ [Employees may choose to donate all or part of their vacation carryover to the Donated Leave Program.](#)
6. Vacation Buy-Back
- A. Upon written request and subject to the following conditions, Employees may be paid for earned but unused vacation not to exceed a maximum request of ~~eighty one hundred twenty (12080)~~ [eighty one hundred twenty \(120\)](#) hours;
  - B. To be eligible, Employees must have a minimum of ~~eighty forty (480)~~ [eighty \(80\)](#) hours of earned unused vacation hours remaining after the buy-back;
  - C. The rate of pay will be the same as what is received if the Employee were to work his/her regular shift;
  - D. An Employee can buyback a forty (40) hour, ~~or an eighty (80) hour,~~ [or a one hundred twenty \(120\) increment](#) ~~twice once~~ a year, [not to exceed a maximum of 120 hours per calendar year](#);
  - E. Employees must ~~have taken~~ at least ~~five (5) vacation days~~ [40 hours](#) of ~~leave vacation time~~ that [calendar](#) year;

- F. Employees shall submit their request for buy-back ~~during the month of~~ with a deadline of April 1<sup>st</sup> for the May buy-back and/or October 1<sup>st</sup> September with a deadline of October 1<sup>st</sup> for the November buy-back of each year on a form provided by Human Resources;
  - G. Buy-back of vacation leave shall be paid on the first pay check of each May and/or November.
7. Payment for Unused Vacation
- A. At separation: Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation earned through the last day of employment.
  - B. Upon death of employee: Upon the death of a person in the employ of the District, a lump sum payment for vacation time accrued to the employee's credit will be made to the employee's estate or beneficiaries if a beneficiary designation has been filed pursuant to NRS 281.155.

## Article 26 – Sick Leave

### 1. Sick Leave Accrual

A. From date of employment to one hundred twenty (120) months, an employee shall be entitled to one (1) day of sick leave for each month of full-time service. After completion of one hundred twenty (120) months an employee shall be entitled to one and one-fourth (1 1/4) days of sick leave each month of full-time service, based on actual paid hours, excluding overtime. There is no limit on the amount of sick leave that can be accumulated. Part-time employees working regularly twenty (20) hours or more per week shall be granted sick leave on a prorated basis. Sick leave accruals shall be earned on the following basis:

- (1) 0 to 10 Years - 96 hours per Annum (.04615 hours/hour worked)
- (2) Over 10 Years - 120 hours per Annum (.05769 hours/hour worked)

### 2. Sick Leave Usage

~~A.~~ Sick leave with pay can only be granted to an employee upon approval of the division director or designee for the following reasons:

~~B.A.~~ Bonafide (defined as in good faith without fraud or deceit) injury, illness or pregnancy of employee;

~~C.B.~~ Bonafide illness of a member of the employee's immediate family and if residing with the employee, the immediate step children;

~~D.C.~~ "Immediate Family" is defined as including only the employee's spouse, parent, brother, sister, child, adopted child, foster child, or other legal dependent(s), including domestic partners properly registered in the State of Nevada.

~~E.D.~~ Necessary medical or dental office visits which cannot be scheduled outside normal working hours.

~~F.E.~~ Bereavement leave not to exceed five (5) days, in the event of a death of a person close to the employee for the purpose of bereavement and attending services.

~~G.F.~~ Whenever an employee's personal illness absence equals or exceeds three (3) working days, a medical release may be requested to ensure the employee may safely return to work without adversely impacting or compromising their personal health or the health of others. Medical release may also be required if there is reason to suspect abuse of sick leave, e.g. multiple instances of illness that equal two working days.

~~H.G.~~ A person claiming sick leave with pay, and any supervisor approving the same, where it is shown that such claim was made or approved

by such claimant or supervisor, knowing that such claimant was not, in fact, sick or otherwise entitled thereto, shall be subject to disciplinary action.

3. Payment of Unused Sick Leave

- A. Pay-off at separation: An employee hired before July 1, 2014 who leaves the service of the District after three (3) years of employment shall receive payment for 100% of sick leave accumulated for the first 800 hours accumulation; 50% of sick leave accumulated from 801 hours through 1600 hours; and 25% of sick leave accumulated over 1600 hours. Payment shall be based on the employee's base hourly wage at time of separation.
- B. Pay-off at separation: An employee hired after June 30, 2014 who leaves the service of the District after four (4) years of employment, shall receive payment for 100% of sick leave accumulated for up to 800 hours. Payment shall be based on the employee's base hourly wage at time of separation.
- C. Pay-off upon death of employees: Upon the death of a person in the employ of the District, a lump sum payment for accrued sick leave credit will be made to the employee's estate or beneficiaries if a beneficiary designation has been filed pursuant to NRS 281.155.

## **Article 27 – Family Medical Leave Act (FMLA)**

1. The District will comply with all of its obligations under the Family and Medical Leave Act (FMLA).
2. The employee will be eligible for an additional two weeks of leave beyond the 480 hours provided the attending physician provides a return to work certification to full duty within 10 business days following the end of the 480-hour Family Medical Leave time period. Documentation regarding the employees return to duty must be received prior to the expiration of the 480-hour of the Family Medical Leave.
3. Failure to return from Family Medical Leave will be considered voluntary separation from the District.
4. Employees will be responsible for payment of the employee portion of their benefits during any leave periods which are unpaid.



## **Article 28 – Extended Medical Leave**

1. Employees with a serious medical illness or injury who will not be able to return to work at the end of the twelve (12) week (480-hour) FMLA period but who may be able to return within the twelve (12) week period following the end of FMLA may be eligible for an extended medical leave. This twelve (12) week period will be inclusive of the 2-week extension offered with FMLA.
2. Eligibility – the following criteria must be met:
  - A. The employee must have been employed for SNHD as a full or part-time employee for a minimum of five (5) consecutive years.
  - B. The employee must have a catastrophic medical event that can be described as an unanticipated and debilitating illness or injury rendering the employee incapable of performing the essential physical requirements of his/her job for more than three consecutive months and which keeps the employee from work during an extended treatment and/or rehabilitation period.
  - C. The employee must have submitted for and been approved to take consecutive family medical leave (FMLA).
  - D. The FMLA Certification of Healthcare Provider form must indicate that the employee will be unable to work beyond the 12 weeks guaranteed under FMLA. If the employee's medical condition changes prior to the expiration of FMLA, he/she must submit medical documentation to Human Resources.
3. Additional Considerations:
  - A. The employee may or may not have sufficient vacation or sick leave to cover the extended medical leave period.
  - B. If the employee does not have sufficient paid leave to cover the period of recovery, the employee may receive donations of vacation or sick leave from other employees or the donated leave bank up to the limits set forth in Article 29.
  - C. If the employee is on unpaid leave, he/she will be responsible for submitting their entire monthly benefit payments to the Human Resource Department.
  - D. Job protection under FMLA will cease during the extended medical leave period. Employees returning after the twelve (12) week FMLA period will be eligible for any vacant position for which they are qualified.

## Article 29 – Donated Leave

1. When an eligible employee has exhausted all accrued leave as a result of illness, injury, or bereavement, then the eligible employee may file a request for donations of leave. The District shall advise the union in writing of any such requests.
  - A. Leave Bank
    - (1) Bereavement: In the event of the death of a person close to the employee for the purposes of bereavement and attending services may apply for up to forty (40) hours of donated leave. The district reserves the right to request proof of death.
    - (2) Illness/Injury: In the event of the illness/injury of an eligible employee or a covered family member or if the employee is the primary caregiver, he/she may apply for up to two hundred forty (240) hours of donated leave. Leave requests will be made to the Human Resources Director or designee. The request must be accompanied by a medical statement from the attending Physician explaining the nature of the illness/injury and any other information requested by Human Resources including an estimated amount of time the employee or other eligible person will be incapacitated.
    - (3) If the original request for donated leave is denied, the employee may request an appeal through the appeals committee. A five-member appeals committee is comprised of three (3) members appointed by the Union and two (2) members appointed by the Chief Health Officer or designee will review the request to verify the employee's eligibility to receive leave donations. The committee shall abide by all HIPAA requirements.
  - B. Donation to designated employee
    - (1) Individual employees may donate sick leave or vacation to a designated employee by completing the Donated Leave Form and submitting to the Human Resources Department.
    - (2) Donated leave will be applied to the designated employee only when the need for leave exists and the employee has met the bereavement or illness/injury requirements as outlined in section 2.
    - (3) Any donated leave not utilized by a designated employee for the purpose originally intended will be returned to the donating employee.
    - (4) Donations can be made from the donor's accrued:

- a. Vacation Leave and/or Personal Holiday time
  - b. Sick Leave if the employee has been employed for more than thirty-six (36) consecutive months and will have a balance of at least 120 hours of sick leave after the deduction of the donated hours.
2. The minimum donation is four (4) hours; the maximum donation is forty (40) hours per solicitation, excluding hours donated in lieu of forfeiture. Employees must have a vacation balance of at least forty (40) hours after the donation.
3. The donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to leave at the hourly rate of the recipient.
4. The Union and the District will conduct the solicitation of donations and will be limited to an information-only solicitation. All donations will be submitted to the Union-District's Human Resources Department on the District's form. ~~agreed to by the Donated Leave Committee.~~ Human Resources will maintain appropriate records available to the Joint Labor Management Leave Committee detailing time donated, the converted dollar value available, and the projected and actual cost of all approved grants.
  - a. Eligible Employees
    - (1) The Donated Leave Bank Program is available to all District employees excluding temporary and less than half time employees. Employees must have successfully completed the initial probationary period.
    - (2) Employees with a work-related workers' compensation claim are not eligible for the Donated Leave Bank Program.
5. Any employee who receives Donated Leave Bank Program benefits and is subsequently awarded workers' compensation shall reimburse the Donated Leave Bank Program for all Donated Leave Bank Program received that are covered by workers' compensation payments.
6. ~~Donated Leave Bank Program: Illness/injury is defined as an illness or injury that requires home bound care pursuant to the Center for Medicare and Medicaid Services (CMS) in-patient care standards at a medical facility or has a diagnosis and / or is in treatment that requires absence from work according to the provisions of FMLA, and/or extended medical leave with documentation from the treating physician.~~ The illness or accident cannot be a result of an illegal act by the employee.
7. The Union and the District agree that should any problem arise in the administration of this program or should any abusive practice arise, that the Union and District agree to meet to make reasonable adjustments to facilitate the administration of the program or to eliminate any abusive practices.

8. Donated leave is available to a domestic partner when the domestic partner is covered or eligible to be covered by any District health insurance plan as defined within said plan documents or provides proof of proper Domestic Partnership Registration in Nevada.

## Article 30 – Bereavement

- ~~1.~~ Close to the Employee: Bereavement leave not to exceed five (5) days in the event of a death of a person close to the employee for the purpose of bereavement and attending services.
- ~~2.1.~~ Paid bereavement will be charged against the employee's unused annual or sick leave accruals if available. If unavailable, the employee may request leave without pay.
- ~~3.2.~~ Immediate Family: The District agrees to grant employees three (3) paid days for an in-state immediate family member and five (5) paid days for an out-of-state/country immediate family member to arrange and attend funeral services. The days do not need to be used consecutively but must be used within three (3) months of date of death; additional time may be granted by Division Manager with HR agreement. The District reserves the right to request proof of death.

## **Article 31 – Court Leave**

1. Eligible employees called to serve on jury duty during their normal working hours shall receive their regular pay and return all jury pay to the District. Those persons called but not selected to serve on the jury shall report back to work when excused.
2. Eligible employees subpoenaed to appear as a witness in any civil, criminal, or administrative proceeding shall receive their regular pay providing that all witness fees or pay is returned to the District.
3. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in civil proceedings unrelated to District business.

## **Article 32 – Military Leave**

1. In the event that a District employee is absent due to being called into the military service of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve, or the Nevada National Guard for duty, the employee shall continue to receive regular compensation from the District for a period of not more than fifteen (15) working days in any one (1) calendar year. This military leave will be in addition to the employee's annual vacation.

## Article 33 – Educational Leave & Tuition Reimbursement

1. Educational Leave
  - A. A full-time permanent employee may, with prior approval of the Chief Health Officer or designee, be granted leave with pay to attend work related courses, seminars and training programs that are conducted away from District facilities to assist in improving quality of service to the District or to satisfy minimum state license requirements.
  - B. Upon written application to the division director, a full-time permanent employee may, with the Chief Health Officer's prior approval, be granted educational leave with pay to attend educational courses on Health District premises during duty hours to assist in improving quality of service to the District or to satisfy minimum State license requirements. The District will pay full tuition and/or registration costs for such continuing education programs officially sponsored or co-sponsored by the District which occur on its premises.
  - C. District staffing needs will take precedence in the granting of educational leave.
  - D. All necessary costs to obtain certifications required by the District in excess of those required in the employee's classification specification to meet minimum employee standards and requirements shall be paid for by the District.
2. Tuition Reimbursement
  - A. Eligibility
    - (1) The District will reimburse tuition to employees who meet the requirements of the tuition reimbursement policy. No change will be made to the District policy without agreement by the Union. Eligible employees include all active full-time permanent employees who have completed twelve months of continuous employment. Eligible employees must maintain eligibility during the entire length of the course.
    - (2) Employees must apply for tuition reimbursement in accordance with the requirements of the District's tuition reimbursement policy.
    - (3) Employees must achieve a passing grade of "B" or higher to be eligible for full tuition reimbursement. A passing grade of "C" will be eligible for reimbursement at 50% of tuition only. Any grade below "C" will not be eligible for reimbursement. Pass or fail courses must be passed in order for reimbursement to be granted.
    - (4) Graduate Equivalency Diploma (GED) must be successfully obtained



in order for tuition reimbursement for the GED program to be approved.

B. Approved Coursework

- (1) To be eligible for tuition reimbursement, courses must meet all of the following requirements:
  - a. Undergraduate or graduate level courses offered by an accredited college or university on a semester or quarter basis or approved GED preparation programs;
  - b. Related to a career path within the District;
  - c. The employee must demonstrate how the course will benefit the District by enabling the employee to perform more effectively.

C. Amount of Reimbursement

- (1) The District shall reimburse the employee for fees paid for tuition and text books for approved courses up to \$4,500.00 (four thousand five hundred dollars) per calendar year. GED equivalency reimbursement will be limited to \$2,250.00 (two thousand two hundred fifty dollars).

D. Repayment

- (1) Employees must agree to work for the District at least 24 calendar months after reimbursement. If the employee fails to work for the District for the full 24 months, the employee must agree to refund to the District the full amount the District paid for course(s) and/or books.

## Article 34 – Group Health Insurance

1. The District shall maintain the current group health and life insurance plan with Clark County until the District Board of Health establishes a new plan by contracting with appropriate providers through the recommendation of the Health Insurance Study Committee (HISC).
2. The District and the SEIU have each appointed three members to a Health Insurance Study Committee (HISC). The purpose of the committee is and shall be to review and recommend to the Health District Chapter of the SEIU and the District Board of Health any new SNHD Health Benefits Program. The committee shall be headed by two co-chairs with one appointed by SEIU and one appointed by the District.
3. The HISC shall also be responsible for reviewing and making recommendations on such matters that relate to the Health Insurance Program as may be needed.
4. Union and District committee members may invite appropriate experts and other personnel to committee meetings to provide knowledge and assistance in meeting the HISC goals and assignments. The District shall provide needed staff support for the HISC and shall pay for any required actuarial studies and other needed professional services. Such professional services must be jointly selected by the HISC committee members, and all commission, bonuses, fees, and compensation shall be fully disclosed.
5. Dependents of District employees shall include domestic partners, where permitted by the terms of the plan, including any amendments thereto during the duration of this agreement.
6. The District shall fund the health insurance program on a per employee per month basis as shown in the tables below. Any difference between the cost of the insurance and the amount funded by the District shall be paid by the employee. The District shall only pay the actual cost of the insurance plan chosen by the employee OR the maximum of the amount shown in the tables below. ~~Provided that the employee cost of dependent coverage will increase effective July 1, 2020, the Union may reopen this paragraph 6 by written notice to the District within thirty (30) calendar days of the Union receiving notice from the District of an increase in dependent rates.~~

~~Table – July 2019~~ 2024 June 2021 #####

Plan	Employee Only	Employee & Spouse	Employee & Children	Employee & Family
PPO	<u>100% of premium</u>	<del>788</del> <u>80%</u>	<del>788</del> <u>80%</u>	<del>998</del> <u>80%</u>
<del>HMO</del> <u>EPO</u>	<u>100% of premium</u>	<del>788</del> <u>75%</u>	<del>788</del> <u>75%</u>	<del>998</del> <u>75%</u>

## **Article 35 – Employee Assistance Program**

1. The Southern Nevada Health District will provide an Employee Assistance Program for all Health District employees.
2. The District will ensure the confidentiality of all employees who utilize the Employee Assistance Program. All employee information will remain in the confidence of the program Director and the employee.

## **Article 36 – Workers Compensation**

1. All eligible members shall be covered by a Workers Compensation Program of the District's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.
2. Compensation During Leave of Absence: In the event an employee is absent from work due to occupational injury/illness, the employee will be compensated pursuant to NRS Chapter 612 and 617. It is the intent of the District to pay the injured worker whose claim has been recorded and accepted by the District Workers Compensation Insurer and/or claims administrator the difference between full biweekly salary and compensation awarded for the lost wage under NRS provisions. The District shall supplement the injured worker's pay, not to exceed full pay, for a period of illness/injury up to a maximum of seven weeks or 280 hours. Employees receiving full pay for the period of lost wage shall surrender additional or duplicate disability pay within seven (7) working days of receipt.
3. Communication During Leave of Absence: The employee will maintain ongoing communication with the District and the District Workers Compensation Insurer following initial treatment for an occupational injury/illness. All progress reports and related documents pertaining to employee's medical treatment must be submitted to Human Resources. Human Resources will facilitate the claim processing and give appropriate notification to the employee, employee's supervisor, and appropriate managers regarding the claim status.
4. Duration of Leave Absence: If an employee is still unable to work following the seven (7) week or 280-hour disability period, the employee may request the use of accumulated sick pay, earned compensatory time, or vacation pay to supplement lost wage awarded under NRS provisions. Upon such request, the employee's accumulated leave would be used to balance the employee's workers compensation payment so that the employee will receive income equal to the salary at the time of disability. The employee may elect not to use accrued paid time to supplement pay during the disability period.
5. The District may require the employee to be available for light duty work assignments.
6. Before returning to work following a leave of absence for a work-related disability, an employee must submit a physician's verification stating the employee's ability and fitness to return to full duty work status and/or if there are any work restrictions and the date that the restrictions will be eliminated. The employee may remain on occupational leave until one of the following occurs: medical release to return to duty, nine (9) months temporary total

disability, or until such time as a permanent disability from performing job duties is determined.

## **Article 37 – Longevity**

1. Personnel hired before July 1, 2014, after completion of five (5) years of accredited service (10,400 hours) with the district, shall receive longevity payments at the rate of \$110.00 per year of service credit paid semiannually.
2. Personnel hired after June 30, 2014 and before July 1 2019, after completion of seven (7) years of accredited service (14,560) with the District, shall receive longevity payments at the rate of \$110.00 per year of service credit paid semiannually
3. Entitlement to the full amount of any semi-annual installment of longevity pay is based upon full-time employment with the District for the immediate preceding six (6) month period. Longevity payments will be prorated commensurate with actual hours worked. Payments will be made June 1st and December 1st.
4. Longevity payment shall be issued to employees upon separation of employment on a prorated basis.
5. Restitution of longevity benefits shall be effective July 1, 2014 with no retroactive payment. Longevity is frozen at 7/1/15 amount for FY16 and FY17. Restitution of longevity benefit will be restored for FY18 and FY19 with no retroactive payment.
6. Employees hired on or after July 1, 2019 shall not be eligible for longevity pay.
7. The parties agree that for the period of eight (8) years from July 1, 2019, Article 37 (Longevity) shall not be subject to negotiation without the express written

## **Article 38 – Retirement**

1. Except as noted in paragraph three (3) below, the Health District shall pay the employee's portion of the standard retirement contribution to the Public Employees' Retirement System (PERS) for employees who qualify under the rules of the system.
2. The term "standard retirement contribution" does not include any payment for the purpose of previous credit service on behalf of the employee.
3. Effective January 24, 2012, all contribution increases required by PERS shall be split between the District and the employee by a reduction in the employee's base salary in accordance with PERS policy and procedure.

## **Article 39 – Savings Clause**

1. Nothing herein contained shall be interpreted in any way to conflict with any Federal, state or local statute or regulations governing the organization and operations of the District. In the event of a determination by any administrative agency or court of competent jurisdiction affecting or invalidating any provision of this Agreement, the District and the Union will meet within thirty (30) days thereafter for the purpose of renegotiating such invalid provisions only.



## **Article 40 – Full Agreement**

1. The parties agree that this Agreement is intended to evidence their understanding on the matters set forth therein and supersedes all prior negotiations and understandings between the parties with respect to those matters. Except as otherwise expressly provided in this Agreement, neither party during the term of this Agreement will be required to negotiate on any further matters.

## **Article 41 – Term of Agreement**

1. The term of this Agreement shall be from the July 1, 202~~41~~ to June 30, 202~~64~~.

## Preamble-**SUPERVISORY**

1. The District and the Union agree that the Southern Nevada Health District will strive to ensure that all Clark County residents and visitors can live in a healthy environment.
2. The District and the Union agree that the Southern Nevada Health District will work toward its mission of protecting and promoting the health, the environment, and the well-being of Clark County residents and visitors through all public health services and ~~the ten essential public health services~~ and all other appropriate means.
3. The District and the Union recognize that in order to reach these goals, Southern Nevada Health District will foster a work place that is safe, fair, honest, efficient, and free from harassment at all times, and at which all staff and clients are treated with dignity and respect.

## Article 1 – Recognition and Bargaining Unit Membership-**SUPERVISORY**

1. Bargaining Unit Membership
  - A. Pursuant to the provisions of the Local Government Employee-Management Relations Act, Chapter 288 of the Nevada Revised Statutes, the Southern Nevada Health District, hereinafter referred to as the "District," recognizes the Service Employees International Union, S.E.I.U. Local 1107, hereinafter referred to as the "Union," as the exclusive representative of Health District employees who are eligible to be members of General Bargaining Unit and to be represented by the Union except as limited by NRS 288.
  - B. The term "eligible employee" as used in this Agreement applies to those persons having a regular appointment (including grant funded employees) to the work force of the District, excluding however, division directors, managers, administrative (as defined by NRS 288.025), confidential employees, temporary (excluding grant funded employees, per diem) and less than half-time employees throughout the District.
  - C. Appendix A lists the classifications that have been placed in the general bargaining unit.
2. Determination of Bargaining Unit Status
  - A. The District and the Union agree to comply with the provisions of NRS 288.160 and NRS 288.170.
  - B. The District shall notify the Union in writing of its intent to eliminate a bargaining unit classification twenty (20) working days in advance. Upon receipt of the notification from the District, the Union shall notify the District in writing within ten (10) working days if it believes the elimination is inappropriate. The parties shall meet within five (5) working days to attempt to resolve the dispute. If the Union and the District cannot agree, the dispute may be submitted to the Employee-Management Relations Board as provided under NRS 288.
  - ~~C.~~ The District shall notify the Union, in writing, of its intent to establish any new classification prior to implementation and state the determination of whether the new classification is or is not a bargaining unit classification. Upon receipt of the notification from the District, the Union shall, within five
  - ~~D.C.~~ (5) working days, notify the District, in writing, if it believes the new classification belongs in the bargaining unit. The parties shall meet within five (5) working days to attempt to resolve the dispute. If the Union and the District cannot agree, the District's action may be submitted to the Employee-Management Relations Board as provided under NRS 288.

## Article 2 – Definitions-**SUPERVISORY**

Unless the context otherwise requires, the words and terms used in this Agreement shall have the meanings ascribed to them below. Any words or terms not ascribed below shall be interpreted in their context as such appears in this Agreement and, if no context is apparent, shall be given their plain and ordinary meaning.

**Actual Service** – The number of ~~continuous~~ days actually worked on the job. Paid absence from work due to sick leave, approved vacation, occupational injury or illness incurred in the District's service, and temporary military duty, shall be deemed actual service.

**Adjusted Work Schedule (AWS)** – A business work schedule mutually adopted by the employee with written approval from appropriate District management for purposes of serving a legitimate business need outside the standard work schedule of Monday through Friday 8:00 am - 4:30 pm.

**Adjusted Work Week (AWW)** – A business work week schedule assigned by appropriate District management or requested by an employee for purposes of serving a legitimate business need outside the standard work schedule and within a specific biweekly pay period.

**Break In Service** – A period during which an employee is not in paid status and is ineligible to accrue sick leave, vacation leave, longevity, and other benefits unless otherwise delineated in this Agreement. Actual service and performance evaluation periods shall be subject to date adjustment for a break in service unless otherwise delineated in this Agreement.

**Class Specification** – A written job description of a classification including but not limited to: title, knowledge, skills, abilities, position definition, minimum qualifications and examples of essential responsibilities and duties.

**Classification** – A group of positions sufficiently similar with respect to their duties and responsibilities that the same job title may reasonably and fairly be used to designate each position allocated to the class, that substantially the same tests of fitness may be used, that substantially the same minimum qualifications may be required and that the same schedule of compensation may be made to apply with equity. Notification will be provided to the Board of ~~a~~ **A** new classification~~position description, salary schedule and title approved by the Board.~~

**Classification Series** -A group of classifications within a promotional series that have similar job duties with an increasing level of responsibility, professional expertise and/or supervision of lower classifications within the series.

**Day** – A consecutive 24-hour period within a Saturday through Friday week. A day begins at 12:01 a.m. and ends at midnight each day of the week.

**Days** – means calendar days.

**Workday** – An operational working day for the District on a Monday through Friday schedule. Holidays will not be considered a District workday.

**Working Days** – means the days Monday through Friday but excluding any holiday set forth in Article 24. Whenever a period of time is specified the day of the event or action which commences the period shall not be included calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday, or contract holiday.

**Demotion** – Movement of an employee from one classification to another classification with a lower salary range, typically within a classification series.

**Domestic Partner** - A person who, with an employee as defined herein, has: 1) a registered, valid domestic partnership pursuant to NRS 122A.100; and 2) has not terminated that domestic partnership pursuant to NRS 122A, 300; ~~and 3) is a person of the same gender as the employee.~~

**Employee** – A person legally holding a position in the public service of the District under any appointment employing them as an employee. The District observes the following employee categories:

**Full-Time Employee** – An employee working 30 hours or more on a weekly basis.

**Grant Employee** – An employee occupying a position funded by grant monies. Such employees accrue fringe benefits in the manner set forth in this Agreement and the Grant. The term of employment is subject to the continuance of grant funds.

**Less Than 20 Hours Employee** – An employee working ~~nineteen (19) hours or less per week.~~ Less Than 20 Hours Employees are not eligible for fringe benefits covered by this Agreement.

**Part-Time Employee** – An employee working twenty (20) hours or more per week but less than ~~forty-three (43)~~ (34) hours per week. Such employees accrue fringe benefits in the manner set forth in this Agreement.

~~**Per Diem Employee** – hired to work under 19 hours a week and is not eligible for employee benefits or PERS.~~

**Probationary Employee** – A newly hired employee that has not satisfied the probationary period of six months and 1040 of actual hours worked as part of final selection.

Probationary employees are not covered by this Agreement. Hours worked during the probationary period shall be deemed actual service.

**Acting Employee** – An employee temporarily appointed ~~appointed~~hired or promoted, for a term not to exceed six (6) months, to fill a vacancy for which there is no appropriate list of eligible candidates available. Acting appointments may be extended only for extenuating circumstances which are made a matter of record.

**Regular Employee** – An employee legally holding a position in the public service of the District under any appointment employing them as an employee and who has been lawfully retained after completion of the probationary period of six months and 1040 hours worked.

**Temporary Employee** – An employee that may be selected from the appropriate list of eligible candidates to be employed for a period of less than six (6) months.

**Flex Reclassification** – Promotion of an employee at an entry level to the next level of the series based upon time served (i.e. moving from a I to a II).

**Good Standing** – An employee’s performance that meets or exceeds District expectations, and the employee is not subject to any current performance or behavioral related discipline exceeding a Documented Verbal Warning. An employee that left the District and was not terminated with cause.

**Grievance** – means a dispute raised by an employee, or the Union, concerning the interpretation or application of any provision in this Agreement or the issuance of discipline defined herein ~~other than the Discipline, Demotion, or Discharge provisions of Article 15 and the Grievance and Arbitration Procedure in Article 16.~~

**Lateral Transfer** - Movement of an employee from one position to another with the same salary regardless of department or division assignment.

**Nevada Revised Statutes (NRS)** – The applicable section(s) of the Nevada Revised Statutes and all amendments enacted during the term of this Agreement.

**Payment in Lieu of Notice** – During a reduction of force, an employee may be offered six weeks of payment either in a lump sum or paid out over 3 pay periods when prior notice of separation is not provided.

**Position** – is a group of duties and responsibilities that have been assigned to a single employee on a full-time or part-time basis.

**Promotion** – is any movement of an employee from a position in a classification to a position in any ~~a~~ classification having a higher salary range maximum ~~salary range~~, excluding general salary adjustments.

**Recall Process** – Following a reduction in the workforce, those employees who

accepted a voluntary demotion or transfer will be included as part of the recall list of employees who were separated from the District.

**Reclassification** – ~~The reclassification of duties based on the needs of the District and after an analysis of the position description~~ after an analysis of the position description, with notification to the Union in consultation with the Union.

**Regular Pay** – The hourly rate of compensation payable to an employee in exchange for services rendered during a scheduled hour within a work day.

**Rehire** – The appointment of a former regular employee who separated from District service in good standing, ~~and did not leave the District for disciplinary reasons.~~

**Reinstatement** – The reinstatement of a former regular employee who separated from District less than six (6) months, left service in good standing, and is reinstated to the employee's last classification held prior to separation. Total service for a reinstated employee shall be adjusted less the duration of a period of separation not to exceed six (6) consecutive months. Employee must successfully complete the District background process prior to reinstatement.

**Schedule** – A term used to designate a salary range. All classes placed in the same salary schedule have the same salary range or rate.

**Seniority** – Length of uninterrupted service.

**District seniority** – shall be the uninterrupted length of service from the most recent date of employment by the District.

**Classification seniority** – shall be the uninterrupted length of service from the most recent date of appointment to the employee's classification.

**Step** – One pay increment within the ~~14-step~~ salary schedule ~~equal to 2.5% increase subject to the approved CBA in effect.~~

**Supervisor** – A District employee holding a supervisor title ~~in a Board approved classification~~ who is responsible for supervising the work of others. Individuals that conduct lead duties that include some supervisory functions are not deemed to be supervisors.

**Transfer** – is any movement of an employee from one position to another position in the same classification or related classification with the same salary grade; or the movement of the employee with his/her position to another location.

**Voluntary** – shall mean at the election of the employee.



### **Article 3 – District Management Rights-SUPERVISORY**

1. The District and the Union agree that (1) all rights and responsibilities of the District not specifically modified by this Agreement shall remain the function of the District. (2) The exercise or non-exercise of any right or responsibility hereby reserved to the District shall not be considered a requirement or a waiver of the District's right to exercise such right or responsibility. (3) The parties are bound by the statutory provisions of NRS 288 concerning management rights.

**Article 4 – No Strike-SUPERVISORY**

1. The Union agrees that there shall be no strikes against the District under any circumstances and that all District employees shall continue work under all circumstances.
2. The District and the Union agree to be bound by the provisions of NRS 288 concerning strikes.

## **Article 5 – Non-Discrimination-SUPERVISORY**

1. The District and the Union will not knowingly discriminate, directly or indirectly, against any employee subject to this agreement by reason of race, color, religion, sex, sexual orientation, genetic information, marital status, age, national origin, ancestry, mental or physical disability, union activity, gender identity or expression, veteran status, or any other consideration made unlawful by federal, state, or local laws. This commitment applies to all persons involved in the operations of the District and prohibits unlawful discrimination by any employee or contractor of the District.
2. Violations of this article are not subject to the grievance process. Employees have the right to file cases with EEOC/NERC.

## Article 6 – District Decorum-**SUPERVISORY**

1. Employees of the District are routinely and constantly exposed to and in close contact with the public and with fellow employees. Each employee shall always present a courteous and cooperative attitude toward the public and fellow employees and shall give full and serious attention to assigned job duties and shall conduct same in a professional manner.
- ~~2.~~ The District's administration of public health functions requires that a clean and professional image be maintained by District employees. ~~Employees shall always dress appropriately, in a manner consistent with their current job duties.~~
- ~~2.~~ ~~All employees, regardless of status or affiliation, may be subject to disciplinary actions as defined within this article.~~

## Article 7 – Union Rights-**SUPERVISORY**

1. New Employees and Orientation
  - A. An integral part of each employee's tenure with the District is an understanding of the Collective Bargaining Agreement and the role of the Union in the employment setting. As such, each new eligible employee, as part of their District-Wide orientation, shall be required to attend a mandatory thirty (30) minute session, not to be the last session, where they will receive an overview of the Union and its programs. The session will be conducted by Union Representatives designated by the Union. Each employee must sign that they attended, and failure to attend will carry the same consequence as if the employee missed any other part of new employee orientation. No disparaging comments will be made regarding management or the District, and the District shall receive prior copies, where possible, of all materials to be distributed and presented at the orientation, which shall include but not be limited to a copy of the Agreement, a Union membership card, a Union COPE card, and a list of shop stewards prepared by the Union showing their division/section and/or work areas and telephone numbers. The District shall provide to the Union a list of all employees attending the orientation as many days as possible prior to such orientation and no later than the day before the orientation.
2. Field Representatives
  - A. An authorized field representative of the Union shall be permitted to enter the facility at reasonable times for union business to check upon complaints of bargaining unit employees and to participate in meetings with management.
  - B. The field representative will abide by District policies while on premises. Field representatives shall give reasonable advance notice of not less than four (4) hours to the Chief-District Health Officer or designee of the intended visit before entering work areas.
  - C. The Union Representative shall not interfere in any way with the work of any employee. Field representatives shall not direct any employee how to perform the assigned work, shall not countermand the order of any supervisor and shall not interfere with the normal operations of the District or any employee.
  - ~~D. This shall not prevent a union field representative from conferring with an employee and the employee's supervisor or a District representative on District time in connection with a complaint or problem concerning the employee.~~

3. Union Shop Stewards and Union Business

- A. The Union shall provide the District with a written list of up to thirteen (13) Union Stewards after their designation and shall notify the District of changes as they occur. Additionally, the Union may designate one chief steward and one Vice President. The District is not obligated to recognize a Union Steward under this Article until after the District's receipt of written Union designation.
- B. The functions of the Union Steward include the authority (1) to settle or assist in settling problems arising in connection with the application or interpretation of the Agreement, (2) to resolve grievances, and (3) to serve as a Union Representative for disciplinary meetings.
- C. For each separate fiscal year covered by this agreement, the union will be allocated a total of six hundred (600) hours of union bank (UBA) time for designated ~~non~~-supervisory union members to attend monthly stewards meetings, conferences, legislative sessions or conventions, and other union business. If needed and upon mutual agreement of the parties, additional hours may be transferred between the General and Supervisory units.
- D. The District will not be responsible for any industrial accidents resulting from activities performed on behalf of the union on or away from District work locations during normal duty hours.
- E. Business and activities on behalf of the Union may be conducted during regular working hours provided that employees who are designated by the Union to participate in such business or activities obtain prior approval for leave from their division director or designee. When such approval is obtained, the employee may utilize union bank time, vacation, or accrued compensatory time. The type of time taken shall be at the employee's option. Such leave shall be taken in cumulative increments of fifteen minutes with a half-hour minimum for each occasion. A leave request will be submitted and approved prior to the time leave is taken. Release time as specifically addressed in this Agreement will not be unreasonably withheld. Union bank time requests will be approved by the chief steward, the union's executive director or president. Any union bank time that is not approved shall be charged to the employee's accrued vacation leave. Union bank time requests will be approved in writing or via email communication by the chief steward or their designee. Any Union approvals will be provided to the supervisor prior to release. All union members shall have access to Union Bank time in the drop-down menu of the time off leave request system.
- F. For the purpose of renegotiating this agreement, eight (8) members of the Union will be released from work for the Interest Based Bargaining

Process or up to fifteen (15) members of the Union shall be released from work for the traditional bargaining process. Union Stewards shall perform their functions or Union-related activities after hours or by use of union bank time or scheduled leave. However, if a meeting is mutually agreed to with the Union Steward during the Union Steward's work shift; the District will pay for that time. If the Union Steward wishes to schedule a meeting with an employee during the Union Steward's work shift, scheduled leave shall be used by the steward and the employee unless union bank time is used.

- G. Union Stewards shall not direct any employee how to perform work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the District or any employee.
- H. Upon advanced written request and subject to staffing and scheduling needs, duly recognized shop stewards will be permitted to leave their normal work to attend the monthly shop steward meeting. The District shall not unreasonably deny such requests. Such leave time shall be charged to the union business bank time balance.

#### 4. Discipline and Grievances

- A. One Union Steward shall be granted leave from duty with full pay for the purpose of investigating and processing filed grievances or disciplinary appeals when such business takes place at a time during which the representatives are scheduled to be on duty. One Union Steward may be granted leave with pay for pre-disciplinary meetings with the District when such meetings take place at a time when the steward is scheduled to be on duty.
- B. Employees who are needed as witnesses or because of direct knowledge of or involvement in the incident may be called without loss of pay or *leave* time by the Union or the District to scheduled meetings between the District and the Union regarding filed grievances, disciplinary appeals, or joint investigatory meetings. Employees shall report at the time specified and shall report back to work upon conclusion of their statement. Such *leave* from duty shall be reported as Union Business *leave* under the payroll tracking code on the employee's timecard.
- C. Employees preparing or responding to grievances/disciplinary matters shall do so on their regularly scheduled breaks or off duty time and shall not interfere with other employee's work assignments or work responsibilities in any fashion whatsoever.

#### 5. Public meeting notification

- A. The District will provide the Union Executive Director, District Chief Steward, and the District Vice President with the agenda for any Board of

Health meetings and subcommittee meetings open to the public not less than 3 working days prior to the meeting via email notification.



## Article 8 – Union Communications with Members-~~SUPERVISORY~~

- ~~1.~~ The District will provide bulletin boards measuring at least 2' x 3' for the exclusive use of the Union at the main District Health Center. A bulletin board will be located in or adjacent to each main break area, ~~as well as in the Nursing and Environmental Health sections.~~ The District will also provide space or a bulletin board for the Union's use at all permanent District- controlled worksites where bargaining unit members are assigned. The specific placement of these bulletin boards will be determined by mutual agreement between the Union and the division directors.
- ~~1.2.~~ A link to the Union Website will be posted on the front page of the District intranet site.
- ~~2.3.~~ All notices which appear on the space provided to the Union on bulletin boards shall be dated and signed by the chief steward of the Union or designee. Properly dated and posted notices may only be removed by an authorized member of the bargaining unit, except as specified in Section 4. Union notices shall relate to items of interest to members. The Union agrees to provide a copy of all notices it posts to the Chief Health Officer or designee at or before the time of posting.
- ~~3.4.~~ The Union may send four (4) mass e-mails per month (not to exceed 24 per year) to the bargaining unit. Mass e-mails will be provided to Human Resources for distribution via the District e-mail system and shall be sent within one working day from the time of receipt.
- ~~4.5.~~ It is also understood that no material may be posted on bulletin boards or sent to District e-mail addresses at any time which contain any of the following:

  - A. Personal attacks upon any member or any non-member employee;
  - B. Scandalous, scurrilous, or derogatory attacks upon the District and/or District Administration;
  - C. Attacks on any other employee organization, regardless of whether the organization has local membership; and/or
  - ~~D.~~ Attacks on and/or favorable comments regarding a candidate for a ~~E.D.~~ partisan political office.
- ~~5.6.~~ If materials containing any of the preceding are posted, they will be removed by District Administration.
- ~~6.7.~~ The District, upon written request of the Union, shall provide space for meetings of the Union at District workspace, at reasonable times and dates.

## Article 9 – Dues and COPE (Committee on Political Education)- SUPERVISORY

1. The District agrees, consistent with the provisions contained herein, to deduct from the pay check of each employee within the bargaining unit who has electronically authorized or signed an authorized payroll deduction card for the current contract period such amount as has been officially voted by the membership and designated by the Union as dues and is so certified by the appropriate Union treasurer.
2. Such funds will be remitted biweekly by the District to the appropriate Union treasurer. Dues deduction authorization is continuous unless withdrawn by written request to the Human Resources office and copied to the Union by a member between October 1st and October 15th of the calendar year.
3. The Union agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this Article.
4. The District will not be required to honor any biweekly deduction authorizations that are delivered to the district payroll department after the beginning of the pay period during which the deductions should start.
5. No later than the fifteenth of each month, the District shall provide to the Union the following related to District employees eligible for inclusion in the unit. The format of the report will be a standard computer database importable electronic file in a format agreed upon by the parties.
  - A. All union eligible employees by name, address, hire date, hourly wage, classification, most recent employment action, effective date, section and division. For all union members, the District will also provide home phone number, cell phone number, and personal email (if collected). Additionally, for employees separated from employment, termination reason and date will be included. ~~Social security numbers will be included for employees who are Union members. For non member union eligible employees, an employee identification number will be used in lieu of Social Security Number. Provided that the District shall not provide the Union with any Social Security numbers until the Union has executed a confidentiality agreement in a form acceptable to the District.~~
6. Deduction of COPE Monies
  - A. The District hereby agrees to honor all COPE contribution deduction authorizations from its employees who are Union members. The District will make the COPE contributions payable on the same schedule as the dues payments but send them in a separate check.
  - B. The District will transmit the COPE report to the Union in the same manner

as described in Section 5A of this Article.

- C. The Union will hold the District harmless against any claim which may be made by any person by reason of the COPE deductions described herein, including the cost of defending such claim. The Union will have no monetary claim against the District by reason of failure to perform under this Article.

## **Article 10 – Joint Labor Management Committee-SUPERVISORY**

1. The Union and Management shall each be permitted eight (8) representatives on the Joint Labor Management Committee (JLMC). Both the Union and the District retain the authority to choose their respective representatives and will attempt to have representation from each Division. At no time will less than three (3) divisions be represented. The Union and Management will each designate one member to serve as co-chair. The Union and the District shall advise each other in writing of the JLMC appointments and changes to such appointments. The two co-chairs will have equal responsibility.
2. The purpose of the JLMC is to provide a forum for discussing issues of mutual labor/management concern. The Union and the District acknowledge that neither shall use this committee for the purposes of collective bargaining. In the event the District seeks changes in a District-wide policy, the item shall be placed on the JLMC agenda for discussion.
3. Meetings shall be held monthly at a site mutually determined unless cancelled by mutual co-chair agreement. The co-chairs will agree upon and send all members an agenda for the meeting at least two (2) full working days before the meeting. The meetings may be scheduled for duration up to two (2) hours as determined by the co-chairs.
4. As a courtesy and to assure adequacy of District staff for established work schedules, the Union Representatives will be required to notify their immediate supervisor(s) of the date and time for such meetings as soon as possible after the meeting is scheduled and noticed to the members. District staffing requirements will take precedence in the scheduling of any meetings. However, Union Representative's attendance shall not be unreasonably denied for any reason including staffing.
5. If an employee is scheduled to work during the time in which the meeting is held, the employee representative shall be paid straight time pay for attendance at, and travel related to, committee meetings (hours paid shall not exceed the number of hours in the employee's regularly scheduled shift). Hours spent at JLMC meetings will be counted as regular hours worked for overtime calculation. Overtime will not be paid if a JLMC meeting extends beyond the employee's normal work day.

## Article 11 – Safety-**SUPERVISORY**

1. The District and the Union acknowledges it's agree to work collaboratively responsibility to create provide a safe, healthy work environment for District employees and the community they serve. Every employee has the right to safe and healthy working conditions. The District shall remain in compliance with the state and federal laws with respect to the health and safety of employees during their employment. The District will furnish at its expense any required personal standard safety and protective devices.
2. The District has the right to adopt reasonable safety rules in accordance with the
- ~~3.2.~~ Federal Occupational Safety and Health Act and will notify the Union prior to implementation. Should the District adopt a safety requirement that is more restrictive or not necessarily required by OSHA, the District will notify and discuss with the Union prior to implementation. Employees must follow safety rules as stated and implemented by the District.
- ~~4.3.~~ The Southern Nevada Health District Safety Committee, known as the Central Safety Committee (CSC), will meet monthly ~~bi-monthly~~ or more often if the parties agree.
5. The Union and the District will each appoint one member to the Central Safety Committee from each division: Environmental Health, Clinical Services, Primary and Preventive Care, FQHC, Community Health Services, Disease Surveillance and Control, and Administration, and one member from ~~each facility of~~ the Southern Nevada Public Health Laboratory, and one from each major campus (Fremont, Henderson, Bonanza). Remote campus may attend via video conference. The Safety Committee shall be headed by two co- chairs, appointed from the ~~ten~~ designated members with equal responsibility: one appointed by the management and one appointed by the Union. Management and Union shall advise each other in writing of the appointments to the Central Safety Committee, and on written notice to the other, the Union and the District may change representatives from time to time.
4. The District shall provide appropriate administrative support to the Central Safety Committee.
5. At the CSC meeting, the Safety Officer will report any incidents that required local law enforcement support for the purposes of employee safety and review the incident reports involving safety issues.
6. The committee will annually review the security plan and safety related training.
- ~~6.7.~~ The parties acknowledge the importance of the EAP process and counseling and will continue to provide EAP services for employees.
8. It is the duty of each employee to comply with all health and safety regulations and if any safety or health hazard is detected by an employee, the employee shall promptly report the safety hazard to the Health District. The Union shall promptly notify the Health District of health and safety

hazards, violations, or problems of which the Union is aware. The Health District shall have a reasonable period of time to remedy any problems or situations. Within ten (10) working days, the employee or the Union, who submitted a safety concern, shall receive acknowledgement from the District Safety Officer or designee. Safety concerns not addressed to the submitters' satisfaction shall be referred to the ~~Director of Administration~~ [CHRO](#). No adverse action shall be taken for reporting employee health and safety concerns to the Health District, the Union, and federal or state authorities.

## Article 12 – Outside Employment-**SUPERVISORY**

1. Each employee shall, during hours of active duty, devote the whole time, attention, and efforts to employment and may not be required to perform any service except for the benefit of the District. No employee of the District may engage in any employment activity or enterprise which has been determined to be inconsistent, incompatible, or in conflict with the assigned duties or with the duties, functions, and responsibilities of the District. A conflict occurs whenever outside employment:
  - A. Involves the use for private gain or advantage of District time, facilities, equipment and supplies, or the badge, uniform, prestige, or influence of one's District position, office, or equipment; or
  - B. Involves receipt or acceptance by the employee of any money or other consideration for the performance of an act required or expected to be rendered in the regular course or hours of District employment; or
  - C. Involves the performance of an act in other than the employee's capacity as a District employee, which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other officer or employee of the District within the employee's division; or
  - D. Causes a decrease in the performance of assigned job duties as a District employee.
2. Each employee wishing to engage in outside employment shall make appropriate written request, using the Outside Employment form provided by the District, for approval through their division director or designee. Prior to undertaking any outside employment, approval must be secured. Approval or denial of outside employment will occur within ten (10) working days of receipt of the form.
3. When outside employment responsibilities or hours change, the employee is responsible for notifying the District by updating the Outside Employment form. The employee will notify the District when outside employment has terminated.
4. When the employee's responsibility at the District change, management has the right to ask the employee to update the Outside Employment form. The District reserves the right to deny the outside employment request if the change conflicts with A-D (above).

## Article 13 – Probation-**SUPERVISORY**

1. All new employees shall be regarded as probationary for the first six (6) months of employment. The probationary period may be extended one (1) time for a period not to exceed three (3) months for any employee at the sole discretion of the Division Director in consultation with the ~~Human Resources Director~~ CHRO. The employee will be provided with written notice of any extension of their probationary period, and they will be provided with a performance improvement plan that runs concurrent to their probationary extension. Any extension shall require written notice of the extension to the employee and will include a performance improvement plan.
2. The probationary period is a part of the selection process during which the District shall determine whether the performance of the employee is adequate and whether the employee shall continue in the employment of the District. Prior to the completion of a probationary period, each probationary employee may be terminated at the sole discretion of the District ~~at will~~ and without recourse to any appeal or grievance process.



## Article 14– Employee Evaluations-**SUPERVISORY**

1. The District shall make available to each employee a current copy of the classification specification applicable to the position occupied by the employee via the intranet. The District shall maintain a uniform and consistent performance evaluation program for all bargaining unit employees. ~~Employees in similar classifications/positions shall be evaluated using established performance rating factors.~~ Employees shall be given a written evaluation of work performance (provided) by their immediate supervisor (or designee) within the first six (6) months following initial employment, promotion, and/or reclassification ~~and annually thereafter~~. Evaluations shall be a reflection of the work performed during the evaluation period.
2. The supervisor shall review the performance evaluation with the employee and provide a copy of the evaluation to the employee. Employees whose performance is tracking below average on any rating factor will be notified by their supervisor in a timely fashion that there are performance deficiencies. Supervisors shall provide these employees with written performance goals and guidance for the employees to use in improving work performance. Following the review of any performance evaluation, the employee is entitled to provide written comments within *five* (5) working days ~~to be~~ which will be attached to the evaluation in their personnel file.
3. In the event a permanent employee believes the evaluation contains inaccurate comments, the employee may request a review of the performance evaluation at the next level of management, within *five* (5) working days. Upon receipt of request, within *five* (5) working days, a second review will be scheduled. At the second review, the employee may present appropriate information regarding comments and issues put forward in the performance evaluation. The section manager and division director shall, after appropriate consideration, within *five* (5) working days of second review, issue a formal decision upholding or modifying the performance evaluation.
4. Human Resources must notify the division of upcoming performance evaluations due at least thirty (30) days prior to the evaluation due date.
5. All evaluations and any related documentation shall be ~~signed or initialed~~ acknowledged as received by the employee.

## Article 15 – Discipline, Demotion, or Discharge-SUPERVISORY

1. The right to issue discipline is vested exclusively in the District.
2. The purpose of disciplinary action is to be corrective and will be used by the District to address work deficiencies, assist employees in meeting performance standards, and to ensure that District and departmental policies/policies/procedures work rules are followed.
3. Performance and behavior issues ~~first~~ will be addressed as an informal coaching and counseling documented as a note to file except in egregious circumstances (i.e., a gross violation of standards). Coaching and Counseling shall communicate to the employee that a violation of a work rule, policy, or procedure has occurred or that the employee has performance deficiencies deficiencies-and/or behavior issues that need to be addressed. Coaching and Counseling is not considered discipline. Any written memo of counseling shall not be placed in the employee's permanent personnel file. Coaching and cCounseling documented as a note to file may be considered in determining the appropriateness of progressive discipline for a period of twelve (12) months.
4. The District will follow progressive discipline unless circumstances warrant more severe actions. Progressive discipline may include one or more of the following steps:
  - A. Documented verbal warning;
  - B. Written warning;
  - C. Final written warning with or without suspension; and
  - D. Termination.
  - E. Demotion may be considered in the disciplinary process at Management's discretion.
5. The District may discipline, demote, or terminate an employee, who has completed the initial probationary period under Article 13, with just cause.
6. The action to be taken at each step is as follows:
  - A. Documented Verbal Warning – Documents a verbal communication given to the employee that informs the employee that an offense has been committed and that a repeat offense that occurs within twelve (12) months may result in more severe discipline. It shall also contain direction on how the employee is to correct the violation.
  - B. Written Warning – Documents a formal written communication to the employee that informs the employee that a previously documented offense continues and that continued offense that occurs within eighteen (18) months may result in more severe discipline. It shall also contain direction on how the employee is to correct the violation.

- C. Final Written Warning With or Without Suspension – Documents a final written communication to the employee that informs the employee that a previously documented offense has continued and a repeat offense that occurs within twenty-four (24) months may result in more severe discipline up to and including termination. A suspension is not to exceed twenty (20) working business days and may be issued in conjunction with the final Written Warning.
  - D. Termination – Documents the dismissal of the employee from service with the District. The notice of termination shall contain the reasons for the termination and past discipline on which the District relied, if any, to issue the termination.
7. When an allegation is made against an employee(s), or when the District receives an allegation against an employee and the District determines an investigation is warranted, if the District determines it is in its best interest to remove the employee from the premises, ~~the District~~ may suspend the employee pending the termination of the investigation. Any employee suspended during the investigation will be placed on paid administrative leave. A suspension pending investigation is not considered disciplinary action.
  8. Any employee who receives a Documented Verbal Warning, Written Warning, Final Written Warning and/or Suspension or is terminated shall receive a copy of the notice and shall sign a receipt to acknowledge having received the document. Such acknowledgement of receipt is not an admission to any allegations contained in the notice. A document in an employee's file without signature or indication that the employee refused to sign the document shall not be considered discipline.
  9. Employees shall receive copies of all disciplinary notices placed in their personnel files and shall have a right, within ten (10) working days of issuance of the disciplinary notice, in addition to any appeal and/or grievance rights, to submit a written rebuttal. The written rebuttal shall be reasonable in length, relate directly to the disciplinary notice, and be filed with the disciplinary notice.
  10. Documented Verbal Warnings, Written Warnings, and Final Written Warnings shall be removed from an employee's active personnel file and placed in their confidential file upon employee's request provided, however, no additional disciplinary notices have been issued to that employee and the discipline is no longer active consistent with section 6 (A), (B), and/or (C) a. After the active period of the discipline has expired, and no additional warnings have been issued related to the first warning.
  11. An employee ~~of being investigated by~~ the District (or designee) shall be entitled to have a Union Representative (field representative or Union Steward) present during an investigatory interview which may result in

| discipline ~~of the employee being investigated~~. If an employee is to be issued discipline, in writing at a meeting with management a Union Representative may be present.

## Article 16 – Grievance and Arbitration Procedure-**SUPERVISORY**

It is the goal of the grievance and arbitration procedure to attempt to resolve the grievance at the lowest level possible with the least amount of time and resources. Prior to filing an official grievance, the informal resolution process will be utilized. All formal grievances, written notices, requests, or responses referred to in this Article shall be sent by email or personal delivery to the designated District representative or Union Representative.

### 1. Informal Resolution

#### A. Discipline

- (1) In the event that an employee disputes an issued discipline, the union will request, and the District will participate in, an informal meeting(s) between the employee, a Union Representative, and the appropriate District Representative(s) in an effort to resolve the dispute. The request will be submitted within ten (10) working days of the issued discipline, and the meeting will be scheduled within ten (10) working days from the receipt of the request.
- (2) Within ten (10) working days of the informal meeting(s), the Human Resources Director or designee shall send a written response to the Union Representative with copies to the Division Director and the employee.

#### B. Contract Interpretation I Application

- (1) In the event of a dispute identified by the Union, the field representative or steward shall first request an informal meeting(s) with the supervisor or the appropriate District designee and attempt to settle the dispute. In the event of a dispute identified by the District, the District shall request a meeting(s) between the designated management representative and a representative designated by the union in an effort to settle the dispute. The meeting shall be requested within ten (10) working days of when the interested party became aware or should have been aware of the events or circumstances giving rise to the dispute. The meeting shall be scheduled within ten (10) working days from the receipt of the request from either ~~need~~ party.
- (2) Within ten (10) working days of the informal meeting(s), the Human Resources Director or designee shall send a written response to the Union Representative with copies to the Division Director and the employee. When the dispute is initiated by the District, the same process will apply.

2. Grievance Procedure

- A. If the dispute is not settled, a formal grievance may be submitted within ten (10) working days of the date the response was received by the Union or the District.
- B. The grievance must be submitted to the Chief Human Resources Officer ~~Director~~ or designee utilizing ~~the designated form~~ email notification. A grievance meeting shall be scheduled within ten (10) working days from receipt of the formal grievance. In a grievance, the Chief Human Resources ~~Director~~ Officer or designee, the affected Division Director or designee, the Union Representative, and the affected employee, if any, will attend the grievance meeting.
- C. The Chief Human Resources Officer ~~Director~~ or designee shall have ten (10) working days to provide a written statement with a decision responding to the grievance. Such statement will be sent to the filing party and contain the reasons for the decision.

3. Mediation Procedure

- A. Either the Union or the District may request mediation of a grievance by making a written request to the other party within ten (10) working days of receipt of the written statement described in 23.C. above. If the other party agrees to mediation, it shall send a written notice to the other party within ten (10) working days of the request. Upon mutual agreement, the parties may engage in mediation, and the requesting party shall request a mediator from Federal mediation Conciliation Services (FMCS). The mediation request shall not toll the deadline for demanding arbitration set out in 5.A. below. If for any reason the mediation session has not occurred prior to the selected arbitrator's cancellation penalty deadline, the mediation shall be canceled unless the party wishing to continue proceeding to mediation agrees to pay the arbitrator's cancellation fee, if any, upon settlement of the case. When a settlement is reached through mediation, a settlement agreement will be signed by both parties. The grievance may proceed to arbitration if a settlement is not reached.

4. Arbitration Procedure

- A. If either party disagrees with the decision issued pursuant to 2.C above, the grievance may be referred to arbitration by written notice from the party who filed the grievance within fifteen (15) working days from receipt of the written decision. The District shall hold the arbitration request in abeyance pending the presentation of the case to the SEIU Arbitration Council. The SEIU Arbitration Council must make a decision on the matter within sixty (60) calendar days of receipt of the decision issued pursuant to 2.C. If the Human Resources Director or his/her designee has not received a written confirmation that SEIU is moving the case to arbitration within the designated sixty (60) calendar days, the matter will be considered abandoned.
- B. Starting with the Union, the parties will request on an alternating basis from FMCS arbitration services division for a list of seven (7) arbitrators who are members of the National Academy of Arbitrators. If a party does not request the list within ten (10) working days of the written demand for arbitration, the other party may request the list. Once the list is obtained, the party who did not apply for the list will strike the first name, and thereafter, the parties will alternate striking names until one arbitrator remains. Both parties will make every effort to mutually establish the issue(s) to be arbitrated in advance of the arbitration hearing date.
- C. The arbitrator shall hear the submitted grievance as soon as possible and shall render a decision in writing within 60 days of the receipt of post-hearing briefs, if any.

5. Arbitrator's Authority

- A. The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of the Agreement. His or her jurisdiction shall extend solely to claims of a violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties or, in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement. Further, the arbitrator's decision will be final and binding upon all parties concerned.

6. Grievance/Arbitration Expenses

- A. All fees and expenses of the arbitrator shall be initially shared equally by the parties. The party that loses the case be paid by the both parties. In the event either party must reschedule an Arbitration date after the Arbitrator's cancelation date, the party needing to reschedule will be responsible for the fees incurred for the canceled date. Each party will bear its own expenses of representation of its case, including witness, and

including the cost of any transcript for the party's own use. If an Arbitrator requires a transcript, the parties shall split the cost. ~~losing party.~~ ~~A split decision shall will result in each party being responsible for its own fees and costs.~~ ~~equal payment to each party.~~ The arbitrator may award fees and costs to the prevailing party.

B. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use. All expenses associated with an individual employee grievance and/or arbitration which has not been approved by the Union shall be paid by the employee.



## **Article 17 – Personnel Reduction-SUPERVISORY**

1. When the District deems a reduction in force is necessary, it shall provide notification to the Union no later than notification is provided to the affected employees. Meetings with the Union for discussion of the effects of the proposed reduction will be scheduled upon request. Reductions shall be accomplished in accordance with the following provisions:
  - A. Requests shall be made for volunteers in the affected classifications within the division. Management reserves the right to reject volunteers based on business needs.
  - B. Any employee subject to layoff can accept and/or request a voluntary demotion to a lower classification that they are qualified to fill providing a position vacancy exists.
  - C. Temporary positions within the affected classification, within the division, shall first be eliminated.
  - D. Probationary employees in the affected classification, within the division, shall be subject to layoff before layoff of regular full-time employees.
  - E. Part time employees in the affected classification, within the division, shall be subject to layoff before regular full-time employees.
2. The determination regarding a layoff of regular full-time employees shall be based on the following criteria applied to the affected division(s):
  - A. Seniority within the classification.
  - B. In the event two (2) or more employees have the same classification seniority, District seniority will be used.
  - C. In the event two or more employees have the same seniority, in the classification and within the district, active discipline history will be considered. In the event no discipline is documented, the last four digits of the social security number will be used retaining the employee with the highest number.
  - D. An employee subject to layoff can move back to the most recently held vacant position within the classification series within the division. If the position is held by another employee, the person with the most classification series seniority retains the position.
  - E. An employee subject to layoff can move back to the most recently held vacant position. If the position is held by another employee, the person with the most District seniority retains the position.
  - F. An employee subject to layoff that moves into a lower paid position will receive a minimum 5% reduction in pay, not to exceed the top of the lower position pay scale.

3. Employees laid off under this collective bargaining agreement shall receive at least six (6) weeks' notice, payment in lieu of notice, or any combination of notice and payment. A copy of this notice will be provided to the Union.
4. Reduction in Force Appeal Committee
  - A. Concurrent with the announcement of a reduction in force, an appeals committee will be formed. The Union and the District will each select two (2) representatives who in turn will select a fifth member who shall serve as the chairperson of the committee.
  - B. Employees subject to reduction in force may, within five (5) working days of receipt of notice, request an appeal in writing to the Union and/or HR Director to review the facts related to their individual concerns related to the process.
  - C. Within ten (10) working days of receipt of the appeal, the committee shall review, investigate, and receive statements from the appealing employee, the division director, and/or any other relevant persons as determined by the committee. The committee will serve as an advisory committee to the ~~Chief District~~ Health Officer and recommend action as they may agree upon. The committee shall submit a statement of findings to the ~~Chief-District~~ Health Officer within ten (10) working days of the review. The committee shall also state a recommended action upon a majority vote of the committee members.
  - D. The ~~Chief-District~~ Health Officer shall review the committee's report and issue a decision that either accepts or rejects the recommendation or, at his/her discretion, directs the implementation of some other action. The decision of the ~~Chief-District~~ Health Officer is final and binding.
5. Recall
  - A. Any employee demoted or laid off from employment under this article shall have their name placed on the District's recall list for a period of eighteen (18) months. These employees shall be notified by documented contact and must respond within forty-eight hours (48) that they are accepting any offer of re-employment or they shall be deemed to have refused the offer of re-employment. An employee who refuses the offer of reemployment or fails to respond shall be passed over for that position and shall be entitled to one (1) additional offer of re-employment within the eighteen (18) month recall period. Should a second offer be refused or unanswered, the employee shall forfeit all seniority and/or rehire rights and privileges.

- B. Whenever positions become available within the eighteen (18) month recall period, personnel who have been laid off or demoted shall be recalled in order of seniority to the position they held at time of layoff or demotion.
- C. Providing a position vacancy exists, laid off or demoted employees may be offered, within recall order, a position of equal or lower salary schedule assignment within their former position's classification series.

## Article 18 – Vacancies - **SUPERVISORY**

1. The Union acknowledges that the District has the exclusive right to fill or not fill vacancies and make reassignments. ~~Hiring decisions made by the District are not eligible for grievance.~~
2. When a new position is created or an existing position becomes vacant in the bargaining unit, the ~~Chief District~~ Health Officer or designee shall determine if the vacancy is to be filled by transfer, rehire, re-employment, in-house closed promotional examination, or open competitive examination.
3. ~~It is the mutual intent of the District and the Union to provide the highest level of service possible to the public.~~ The decision of the District as to use of in-house closed promotion or open competitive method for filling an open position shall not be grievable.
4. The District shall encourage promotion/transfer within the competitive service on the basis of ability, experience and work performance. The District recognizes the value of affecting internal promotions to both the individual employee and the institution. Accordingly, internal applicants will be given reasonable consideration for promotional opportunities.
5. An internal candidate who applied for, but was not selected to fill the posted vacancy, may within seven (7) working days from the date notified that they were not selected, submit a written request to the Human Resources department seeking improvement.
- ~~3.~~
- 4.6. Once the position justification has been approved, the position will be posted within five (5) working days. The notice of the vacancy will be posted within the District for at least ten (10) working days. The District may extend the posting period for any vacancy.
- 5.7. In addition to posting vacancies on the intranet, internet (open competitive recruitments only), ~~and bulletin boards,~~ Human Resources will notify employees of all vacancies via the District e-mail system. These notices will post within the District system concurrently with the external posting dates. The notice will include the classification title, salary schedule, type of recruitment, current vacancy location, and Intra or Internet link for further information and access to the application process.
- 6.8. Positions may be posted and advertised outside the District concurrently with their internal posting. If the vacancy is not filled through the preceding procedures, applicants from any other source may be considered.
- 7.9. A vacancy filled by a demotion does not require posting. When an individual's job classification within the bargaining unit changes title, no vacancy exists, and no posting is required.
- 8.10. A vacancy filled by a transfer or management reassignment, in a position that is equal to the employee's current position, may be solicited for interested staff or posted unless a business need dictates otherwise.

- ~~9.11.~~ If a current employee who applies for a position is determined not to meet the minimum qualifications of the classification specification, the employee may request written explanation detailing the reasons for the determination. Such response will be provided within ten (10) working days of receipt of the request
- ~~10.12.~~ If there are five (5) or more qualified internal applicants, the top five will be allowed to interview for the available position. If there are less than five qualified applicants for a vacant position, all of the qualified applicants will be interviewed.
13. In all cases, the employee selected must possess the ability to perform the duties of the position and meet the qualifications and department-specific preferred qualifications.
14. Interview Panels: All interviews shall primarily be in-person. In the event an interview is conducted via video conference the interviewers will have their camera turned on, if technology permits.
15. Announcement: Prior to the formal hiring announcement, all internal candidates who did not receive the position shall be notified.
- ~~11.16.~~ Hiring decisions made by the District are not grievable. Employees wishing requesting a ~~to~~ transfer to another department or applying to be promoted to a new position must be in their current position for a minimum of six (6) months and the employee must be in good standing.

## Article 19 – Acting Appointments-**SUPERVISORY**

1. An Acting appointment for a vacant permanent position will be for an initial period of not more than six (6) months (13 pay periods). This initial time period may be extended for up to an additional six (6) months upon the request of the Division Director. The Union will be advised by Human Resources of a requested extension prior to a final determination.
2. Acting appointments and extensions require written authorization from the ~~Chief Health Officer~~District Health Officer or designee.
3. Acting appointment requests will be made in writing by the Division Director and will not involve a formal selection process.
4. Postings of vacant positions will be consistent with the requirements outlined in Article 18 Vacancies.
5. An employee can have additional duties and authorities assigned to them on a temporary basis to fill in for an absent or vacant position by being appointed in an "Acting" capacity.
6. An employee who is temporarily assigned to fully perform the functions of a classification in a higher salary range will receive out-of-class pay pursuant to Article 22, Section 5(A).
7. The decision to fill regular, full-time vacancies on a temporary basis pending the completion of selection procedures will not be grievable.

## Article 20 – Wages - **SUPERVISORY**

1. The District and the Union agree to maintain a fourteen (14) step salary plan at 2.5% at each step; which reflects additionally:
  - A. A general increase of ~~fivefourtwo and one half~~ percent (~~542.5%~~) effective July 1, ~~2021-2024~~ or the date this Agreement is ratified by the Board of Health, whichever is later.
  - B. Effective July 1, ~~2025~~, a general increase in the amount of three and one half percent four percent (43.5%), based on the percentage change in the CPI-U All Items in West Size Class B/C, all Urban Consumers, not seasonally adjusted for the calendar year ending December 2021. Provided that the general
    - C. ~~increase shall be at least two percent (2.0%) and shall not exceed three percent (3.0%). Effective July 1, 2026, a general increase in the amount of three and one half percent (3.5%).~~
    - D. ~~Effective July 1, 2023, a general increase based on the percentage change in the CPI-U All Items in West Size Class B/C, all Urban Consumers, not seasonally adjusted for the calendar year ending December 2022. Provided that the general increase shall be at least two percent (2.0%) and shall not exceed three percent (3.0%).~~

~~The following example using data from a prior year is set forth solely for the purpose of illustrating the above described mechanism to be used for calculating the general increase:~~

	1
	5
	7.
E. <del>2019 ANNUAL CPI</del>	0
	1
	9

	15
LESS 2018 ANNUAL CPI	3.
	13
	0
ANNUAL INCREASE	3.
	89
	15
DIVIDED BY 2018 CPI	3.
	13
	0





~~7/1/21 through 6/30/22~~

~~Anniversary Date or the date this Agreement is ratified by the Board of Health, whichever is later.~~

~~PROVIDED THAT THE 21-22 YEAR ONLY EMPLOYEES SHALL MOVE TWO STEPS INSTEAD OF ONE~~

~~7/1/22 through 6/30/23~~

~~Anniversary Date~~

~~7/1/23 through 6/30/24~~

~~Anniversary Date~~

~~The parties agree to form a working group to discuss methods for reducing the number of steps in the salary schedule. The working group shall not engage in collective bargaining but shall work toward preparing the parties to make fast progress on this issue when negotiation the next new CBA. The Union may appoint three members of the working group and the District may appoint three members of the working group. The working group shall meet on a regular basis but no less often than once every other month during the period of 7/1/21 through 6/30/24. The parties also agree to form a working group to discuss additions, deletions or corrections to the job classifications listed in Appendix A. The working group shall not engage in collective bargaining but shall work toward preparing the parties to, upon mutual agreement, reopen the CBA for the sole purpose of amending the CBA to attach the revised Appendix A. The Union may appoint three members of the working group and the District may appoint three members of the working group. The working group shall form within 30 days of ratification and shall begin meeting no later than 90 days after ratification.~~

## Article 21 - Bilingual Pay-**SUPERVISORY**

1. An employee will be eligible to receive Bilingual Pay provided the following conditions are met:

~~A.~~ The employee's assigned duties require them to communicate in a second language, ~~including sign language, a minimum of 15% of the time;~~

~~A.~~

### **AND**

- B. The licensed employees who provide clinical services who have successfully passed a Bilingual Oral Proficiency Examination at an Intermediate Advanced level. Competency testing verifies fluency in English and the required language or languages. Written proficiency examinations may be required if the employee's assigned duties require written communication skills in the second language.

### **OR**

- A. For all other employees who have successfully passed a Bilingual Oral Proficiency Examination at an Intermediate Basic level. Competency testing verifies fluency in English and the required language or languages. Written proficiency examinations may be required if the employee's assigned duties require written communication skills in the second language.

2. The parties further recognize and agree that:
  - A. Payment of bilingual pay to an employee will not occur simply because the employee is bilingual and occasionally uses bilingual skills in the course of their work; However, employees who are bilingual but do not receive bilingual pay are not required to use their bilingual skills.
3. The employee's regularly assigned duties must require the use of the second language for communication, defined as:
  - A. An encounter in which information is directly exchanged between a District employee and a client or associate who speak a common language and/or written material in the common language intended for distribution to such clients/associates.
4. Bilingual testing will be scheduled by the District no less than quarterly.
5. Bilingual premium pay shall be \$75.00 per pay period in a stipend form for each employee determined to be eligible pursuant to Section 1 herein. Eligible half time employees will be entitled to \$37.50. The stipend will not be included in the base pay and is not used in the calculation of PERS or longevity.
6. Approved bilingual pay will be subject to biannual re-authorization according

to the conditions specified in Section 1 herein, with the exception of bilingual proficiency examinations which may be required every two (2) years under the reauthorization process, or when needed if there are concerns regarding an employee's competency to communicate in the second language.

7. Bilingual pay will cease when the employee is transferred, promoted, or demoted to a position which does not meet the requirements of Sections 1 (A and B) herein, as determined by the employee's division director. Nothing in this agreement shall prevent the District from using interpreter services where deemed appropriate and in the best interest of the public. The District will not create classifications solely to circumvent bilingual pay but maintains the rights to create classifications that include a requirement for a second language as operational needs or statute dictate.

## Article 22 – Hours of Work, Overtime, Call Back and Premium Pay-**SUPERVISORY**

### 1. Hours of Work

- A. The standard work week for employees covered by this Agreement shall consist of forty (40) hours, that may be comprised of five (5) consecutive eight (8) hour work days, or four (4) consecutive ten (10) hour work days, each is exclusive of the daily lunch period or an alternate work schedule (AWS) as agreed upon exclusive of the daily lunch period. The standard workday shall be eight (8) ten (10) or 9/80 hours between 0600 (6:00 am PST) and end at 1800 (6:00 pm PST.) Current work groups working various different shifts shall continue existing scheduling practices.
- B. Employees will be granted one fifteen (15) minute paid work break for each period encompassing four (4) hours during the course of their shift(s). In the event an employee is required to work four (4) hours or more beyond the end of their standard scheduled shift, the employee shall be granted an additional fifteen-minute paid work break at the beginning of the overtime period. Meal breaks are neither time worked nor time on pay status. The unpaid meal break shall be at least one uninterrupted half-hour long break and near the middle of the employee's shift. ~~Supervisors and section managers are responsible for scheduling work hours, break times, and meal periods based on the District's needs and public service requirements. Employees who are required to return to duty by a supervisor during their meal break shall be placed on paid status. An employee shall not remain at the work station during the meal break.~~
- C. Employees working a 5-day, 40-hour week (designated 5/40) shall work eight (8) hours per shift for five (5) shifts within the official work week and shall receive two (2) consecutive "24-hour periods off."
- D. Employees working a 4-day, 40-hour week (designated 4/10/40) shall work ten (10) hours per shift for four (4) shifts within the official work week and shall receive three (3) "24-hour periods off" of which two (2) 24-hour periods must be consecutive.
- E. Employees working a combined two (2) week period consisting of a 4-day and a 5-day week (designated 9/80) shall work 8 days at 9 hours per shift and 1 day at 8 hours during the pay period and shall receive three (3) "24-hour periods off" of which two (2) 24-hour periods must be consecutive.
- F. Employees working an Alternate Work Schedule (AWS) shall work the approved and agreed upon work week and scheduled biweekly work cycle.
- G. When a critical, temporary business need indicates, District supervision and the employee may agree to adjust an employee's work schedule on a ~~voluntary~~ temporary basis as an Adjusted Work Week (AWW). If there are no

volunteers, management may assign with a minimum of two (2) week notice a mandatory adjusted work week no more than four (4) times per year or once every three months, per employee. These mandatory adjusted work weeks will be assigned by each division, section, or program on a rotational basis by reverse seniority and posted. Employees may expect to work their regularly scheduled work hours without persistent temporary schedule changes. Any required overtime hours shall be recorded as such and will be processed as paid overtime unless the employee requests comp time payment and is eligible for comp time accrual at the time of request. Adjusted work weeks shall not be used to establish permanent work schedules within a program, section, or division.

## 2. Call-back Pay

- A. Call-back pay is defined as returning to duty after the employee has completed a regular shift and is off duty for any period of time and is requested to return to duty with less than twelve (12) hours' notice. In emergency situations requiring immediate attention where the division director or designee feels that it is necessary to call back a supervisor, consideration of the time worked will be given for subsequent schedule adjustment by the unit manager.
- B. The District shall continue the current practice of including time spent traveling to and from the location to which the employee is reporting for call back duty as time actually worked.

## 3. Standby Duty

- A. District service needs may require 24-hour response capability. In order to address this need, standby duty is scheduled by the division director and section manager.
- B. Supervisors will be available on a rotational basis for administrative support to Standby duty staff as part of their routine duties.
- C. If a Supervisor covering administrative standby duty must report for on-site duty, consideration of the time worked will be given for subsequent schedule adjustment by the unit manager.
- D. The District shall continue the current practice of including time spent traveling to and from the location to which the employee is reporting for standby duty as time actually worked.

#### 4. Out of Class Pay

- A. When a ~~permanent regular~~ employee is assigned, in writing, to work on a temporary basis in a higher classification for a total of 40 hours four five (45) or more within a consecutive 2 week period, consecutive within working days, the employee shall be paid at the lowest step equal to at least 5% above the employee's regular hourly rate of pay for the entire period. Such assignment must be approved in writing by the section manager and division director in advance and shall be given to the employee at the time of assignment.
- B. Emergency assignments must be confirmed in writing within one working day of the assignment by the Section Manager and Division Director. Managers will not rotate/change out of class assignments of three (3) days or more in order to avoid out of class pay.
- C. These provisions do not apply to employees who voluntarily accept the opportunity to train and improve their effectiveness in the higher classification. Insofar as practical, such opportunities will be provided to qualified employees on an impartial and equitable basis.

#### Shift Differential

~~Shift differential is defined as the amount of compensation paid to an employee in addition to the employee's normal hourly salary for working a regularly scheduled shift other than day shift. A regularly scheduled shift is a shift created by the division/section that is the same schedule for at least a month. Any employee working a regularly scheduled shift that begins prior to 4:00 a.m. or ends later than 79:00 pm must be paid a shift differential equal to two one dollar (\$21.00) per hour for the entire shift.~~

## **Article 23 – Use of Personal Vehicles and Out of Jurisdiction Travel- SUPERVISORY**

1. Personal Vehicles
  - A. When a Health District employee is required to utilize a private vehicle for District purposes, the employee shall receive monthly reimbursement at the established IRS mileage rate for each mile driven on behalf of the District. Reimbursement shall be based upon verification of miles driven in accordance with District policies and procedures. In addition, each month the employee shall receive an allowance of \$50.00 for 200 or more miles driven during the calendar month.
  - B. Mileage for District purposes shall include:
    - (1) Mileage driven during normal work hours on District business;
    - (2) Mileage driven to and from the employee's home to a work location(s) other than a District office when working scheduled overtime or call back.
2. Bargaining Unit Employee Travel Out Of Jurisdiction
  - A. All bargaining unit employees shall have their travel arrangements made in accordance with the established District travel policy. Designated District personnel shall consider any specific travel requests made by the traveling employee when the travel request is submitted for approval and shall make a reasonable attempt to schedule the travel accordingly if the requests are in conformance with established District travel policies.
  - B. Travel hours will be hours worked when:
    - (1) An employee has a special 1-day work assignment in another city. All time spent traveling will be hours worked.
    - (2) Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is time worked when it cuts across the employee's normal workday or during normal working hours on non-working days. Thus, if an employee regularly works from 8:00 a.m. to 4:30 p.m. from Monday through Friday, the travel time during these hours is considered hours worked on Saturday and Sunday. Consideration of an Adjusted Work Week may be given when extended travel hours fall outside of the regular work hours.
    - (3) If an employee is required to drive a vehicle as the mode of travel on out of town overnight travel, the time from home to the destination and the destination back home is hours worked.

- C. Unless otherwise mandated by other requirements, including grants and other funding sources, employees traveling on out-of-jurisdiction business shall receive food and incidentals at a per diem at the rate set by the General Services Administration on for the city and dates on which the employee is traveling. An employee whose travel time status encompasses less than an eight (8) hour day shall receive a per diem at 75% of GSA.



## Article 24 – Holidays-**SUPERVISORY**

1. The following ~~8-hour~~ holidays shall be paid legal holidays for all members of the bargaining unit:
  - A. January 1<sup>ST</sup> (New Year's Day)
  - B. Third Monday in January (Martin Luther King's Birthday)
  - C. Third Monday in February (President's Day)
  - D. Last Monday in May (Memorial Day)
  - ~~D~~.E. June 19<sup>th</sup> (Juneteenth)
  - E.F. July 4<sup>TH</sup> (Independence Day)
  - F.G. First Monday in September (Labor Day)
  - G.H. Last Friday in October (Nevada Day)
  - H.I. November 11<sup>TH</sup> (Veteran's Day)
  - I.J. Fourth Thursday in November (Thanksgiving Day)
  - J.K. Fourth Friday in November (Day after Thanksgiving)
  - K.L. December 24<sup>TH</sup> & 25<sup>TH</sup> (Christmas Eve & Day)
  - L.M. Floating Personal Holiday Day

Each District employee covered shall be entitled to one (1) ~~8-hour~~ Floating Personal Holiday Day, based on regularly scheduled shift hours, annually, which will be credited January 1st. Said holiday must be scheduled in advance by the employee with the supervisor and must be taken during the calendar year in which it is earned.
2. The District will observe as a holiday any day that the District is required by state law to close for a legal holiday.
3. If any holiday listed above falls upon a Sunday, the Monday following shall be observed as a legal holiday. If any holiday listed above falls upon a Saturday, the Friday preceding shall be observed as a legal holiday. If an employee's scheduled day off falls on a paid holiday, the employee will receive an additional ~~eight (8) hour~~ work day off, based on regularly scheduled shift hours, of holiday bank leave ~~in that work week as their paid holiday.~~
4. Any accrued holiday bank hours will be paid upon termination of employment.
- 4.5. Employees must use holiday bank time by end of current fiscal year. Bank holiday time accrued for Memorial Day and Juneteenth may be rolled into next fiscal year. Employees being hired after January 1 of the calendar year

can roll over any accrued bank holiday hours into the next fiscal year.

- ~~5.6.~~ Employees classified as overtime exempt who are required to work ~~at least four (4) hours on a designated holiday~~ will be entitled to earn holiday bank hours ~~in four (4) hour increments not to exceed eight (8) hours. Holiday bank hours earned by exempt employees must be used within 60 days of being earned.~~
- ~~6.~~ ~~Employees on an approved adjusted work schedule (AWS) with shifts in excess of eight hours will be charged with the appropriate number of vacation hours for each holiday that occurs on a scheduled work day that the employee does not work. (Example an employee working 4/10's will be charged two (2) hours of vacation time for each holiday in order to assure a paid 40 hour work week.)~~
7. Any employee scheduled to work or called back on the holiday will be paid holiday pay in addition to overtime or compensatory time earned in accordance with Article 22, Hours of Work.
- ~~8.~~ Employees working less than a full-time schedule have a prorated paid holiday schedule based on hours of work.
- ~~8.9.~~ Employees paid hours will be based on their regular schedule at time of occurrence.

## Article 25 – Vacation Leave-**SUPERVISORY**

1. The District and the Union agree that vacation is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business.
2. Employees shall be eligible to take vacation after completion of ~~six~~three (63) months of continuous service, but may not exceed the accrued time.
3. Vacation Accrual
  - A. Vacation shall accrue from the date of ~~entry on duty~~hire to those employees except those employed on a less than twenty hour or temporary appointment basis.
  - B. Southern Nevada Health District employees working on a full-time basis employed in the classified and exempt service shall earn credits on the following basis:
    - (1) 0 to 1 Year: 80 Hours per Annum (.03846 Hours/Paid Hour)
    - (2) 1 to 8 Years: 120 Hours per Annum (.05769 Hours/Paid Hour)
    - (3) 8 to 13 Years: 144 Hours per Annum (.06923 Hours/Paid Hour)
    - (4) 13 Years and Over: 160 Hours per Annum (.07692 Hours/Paid Hour)
  - C. All accumulations will be computed on the basis of paid hours, excluding overtime of service; part-time employees working regularly twenty (20) hours or more per week shall be granted vacation on a prorated basis. Unpaid hours will not be used to compute vacation accruals.
4. Vacation Usage
  - A. Vacation may only be taken with approval of the division director or section manager. District staffing needs are to take precedence. Subject to such priorities, granting of vacation shall not be unreasonably withheld. Absences not specifically covered by the provisions of this Agreement may be chargeable to vacation after approval of the division director or section manager to the extent that vacation has been accrued.
  - B. An employee may request vacation up to six (6) months in advance of the requested date(s). ~~—~~Barring any specific staffing conflicts, such *leave* requests shall be approved or denied and returned within 14 calendar days of submission. Employees within the workgroup shall be given preference in being scheduled based upon date of submission and District seniority. This means that the first person submitting a vacation request on a calendar day shall be given preference, unless a person in the same classification with greater District seniority submits a request within the same calendar day.

- C. An employee desiring to use accrued vacation time may request approval at any time. Leave requests should be submitted ~~in-person~~ to the employee's supervisor.
  - D. Vacation *leave* requests surrounding major holidays will be approved on a rotational basis within a work group or department when necessary to provide equal opportunities for all staff.
5. Annual Vacation Carryover
- A. Vacation credit may not be accumulated at the beginning of any calendar year to exceed twice the employee's annual allocation—maximum accumulation based on years of service as follows:
    - (1) 0 to 1 Years - 160 hours
    - (2) 1 to 8 Years - 240 hours
    - (3) 8 to 13 Years - 288 hours
    - (4) 13 Years and Over - 320 hours
  - B. Amounts in excess of the above schedule at the beginning of any calendar year shall be forfeited or, with written permission of the employee, all or part of the excess may be transferred to the Donated Leave Bank. Exceptions to the above will be only with the [Chief District](#) Health Officer's approval in writing.
  - C. ~~Human Resources~~ [Finance](#) will notify employees in writing by October 31st of each year if they will exceed their maximum vacation carryover by ~~December 31st of the~~ [the last full pay period in the same calendar year](#).
  - ~~D.~~ [Employees may choose to donate all or part of their vacation carryover to the Donated Leave Program.](#)
6. Vacation Buy-Back
- A. Upon written request and subject to the following conditions, Employees may be paid for earned but unused vacation not to exceed a maximum request of ~~eighty one hundred twenty (12080)~~ [eighty one hundred twenty \(120\)](#) hours;
  - B. To be eligible, Employees must have a minimum of ~~eighty forty (480)~~ [eighty \(80\)](#) hours of earned unused vacation hours remaining after the buy-back;
  - C. The rate of pay will be the same as what is received if the Employee were to work his/her regular shift;
  - D. An Employee can buyback a forty (40) hour, ~~or an eighty (80) hour,~~ [or a one hundred twenty \(120\) increment](#) ~~twice once~~ a year, [not to exceed a maximum of 120 hours per calendar year](#);
  - E. Employees must ~~have taken~~ at least ~~five (5) vacation days~~ [40 hours](#) of ~~leave vacation time~~ that [calendar](#) year;

- F. Employees shall submit their request for buy-back ~~during the month of~~ with a deadline of April 1<sup>st</sup> for the May buy-back and/or October 1<sup>st</sup> September with a deadline of October 1<sup>st</sup> for the November buy-back of each year on a form provided by Human Resources;
  - G. Buy-back of vacation leave shall be paid on the first pay check of each May and/or November.
7. Payment for Unused Vacation
- A. At separation: Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation earned through the last day of employment.
  - B. Upon death of employee: Upon the death of a person in the employ of the District, a lump sum payment for vacation time accrued to the employee's credit will be made to the employee's estate or beneficiaries if a beneficiary designation has been filed pursuant to NRS 281.155.

## Article 26 – Sick Leave-**SUPERVISORY**

1. Sick Leave Accrual
  - A. From date of employment to one hundred twenty (120) months, an employee shall be entitled to one (1) day of sick leave for each month of full-time service. After completion of one hundred twenty (120) months an employee shall be entitled to one and one-fourth (1 1/4) days of sick leave each month of full-time service, based on actual paid hours, excluding overtime. There is no limit on the amount of sick leave that can be accumulated. Part-time employees working regularly twenty (20) hours or more per week shall be granted sick leave on a prorated basis. Sick leave accruals shall be earned on the following basis:
    - (1) 0 to 10 Years - 96 hours per Annum (.04615 hours/hour worked)
    - (2) Over 10 Years - 120 hours per Annum (.05769 hours/hour worked)
2. Sick Leave Usage
  - ~~A.~~ Sick leave with pay can only be granted to an employee upon approval of the division director or designee for the following reasons:
    - ~~B.A.~~ Bonafide (defined as in good faith without fraud or deceit) injury, illness or pregnancy of employee;
    - ~~C.B.~~ Bonafide illness of a member of the employee's immediate family and if residing with the employee, the immediate step children;
    - ~~D.C.~~ "Immediate Family" is defined as including only the employee's spouse, parent, brother, sister, child, adopted child, foster child, or other legal dependent(s), including domestic partners properly registered in the State of Nevada.
    - ~~E.D.~~ Necessary medical or dental office visits which cannot be scheduled outside normal working hours.
    - ~~F.E.~~ Bereavement leave not to exceed five (5) days, in the event of a death of a person close to the employee for the purpose of bereavement and attending services.
    - ~~G.F.~~ Whenever an employee's personal illness absence equals or exceeds three (3) working days, a medical release may be requested to ensure the employee may safely return to work without adversely impacting or compromising their personal health or the health of others. Medical release may also be required if there is reason to suspect abuse of sick leave, e.g. multiple instances of illness that equal two working days.
    - ~~H.G.~~ A person claiming sick leave with pay, and any supervisor approving the same, where it is shown that such claim was made or approved

by such claimant or supervisor, knowing that such claimant was not, in fact, sick or otherwise entitled thereto, shall be subject to disciplinary action.

3. Payment of Unused Sick Leave

- A. Pay-off at separation: An employee hired before July 1, 2014 who leaves the service of the District after three (3) years of employment shall receive payment for 100% of sick leave accumulated for the first 800 hours accumulation; 50% of sick leave accumulated from 801 hours through 1600 hours; and 25% of sick leave accumulated over 1600 hours. Payment shall be based on the employee's base hourly wage at time of separation.
- B. Pay-off at separation: An employee hired after June 30, 2014 who leaves the service of the District after four (4) years of employment, shall receive payment for 100% of sick leave accumulated for up to 800 hours. Payment shall be based on the employee's base hourly wage at time of separation.
- C. Pay-off upon death of employees: Upon the death of a person in the employ of the District, a lump sum payment for accrued sick leave credit will be made to the employee's estate or beneficiaries if a beneficiary designation has been filed pursuant to NRS 281.155.

## **Article 27 – Family Medical Leave Act (FMLA)-SUPERVISORY**

1. The District will comply with all of its obligations under the Family and Medical Leave Act (FMLA).
2. The employee will be eligible for an additional two weeks of leave beyond the 480 hours provided the attending physician provides a return to work certification to full duty within 10 business days following the end of the 480-hour Family Medical Leave time period. Documentation regarding the employees return to duty must be received prior to the expiration of the 480-hour of the Family Medical Leave.
3. Failure to return from Family Medical Leave will be considered voluntary separation from the District.
4. Employees will be responsible for payment of the employee portion of their benefits during any leave periods which are unpaid.



## **Article 28 – Extended Medical Leave-SUPERVISORY**

1. Employees with a serious medical illness or injury who will not be able to return to work at the end of the twelve (12) week (480-hour) FMLA period but who may be able to return within the twelve (12) week period following the end of FMLA may be eligible for an extended medical leave. This twelve (12) week period will be inclusive of the 2-week extension offered with FMLA.
2. Eligibility – the following criteria must be met:
  - A. The employee must have been employed for SNHD as a full or part-time employee for a minimum of five (5) consecutive years.
  - B. The employee must have a catastrophic medical event that can be described as an unanticipated and debilitating illness or injury rendering the employee incapable of performing the essential physical requirements of his/her job for more than three consecutive months and which keeps the employee from work during an extended treatment and/or rehabilitation period.
  - C. The employee must have submitted for and been approved to take consecutive family medical leave (FMLA).
  - D. The FMLA Certification of Healthcare Provider form must indicate that the employee will be unable to work beyond the 12 weeks guaranteed under FMLA. If the employee's medical condition changes prior to the expiration of FMLA, he/she must submit medical documentation to Human Resources.
3. Additional Considerations:
  - A. The employee may or may not have sufficient vacation or sick leave to cover the extended medical leave period.
  - B. If the employee does not have sufficient paid leave to cover the period of recovery, the employee may receive donations of vacation or sick leave from other employees or the donated leave bank up to the limits set forth in Article 29.
  - C. If the employee is on unpaid leave, he/she will be responsible for submitting their entire monthly benefit payments to the Human Resource Department.
  - D. Job protection under FMLA will cease during the extended medical leave period. Employees returning after the twelve (12) week FMLA period will be eligible for any vacant position for which they are qualified.

## Article 29 – Donated Leave-**SUPERVISORY**

1. When an eligible employee has exhausted all accrued leave as a result of illness, injury, or bereavement, then the eligible employee may file a request for donations of leave. The District shall advise the union in writing of any such requests.
  - A. Leave Bank
    - (1) Bereavement: In the event of the death of a person close to the employee for the purposes of bereavement and attending services may apply for up to forty (40) hours of donated leave. The district reserves the right to request proof of death.
    - (2) Illness/Injury: In the event of the illness/injury of an eligible employee or a covered family member or if the employee is the primary caregiver, he/she may apply for up to two hundred forty (240) hours of donated leave. Leave requests will be made to the Human Resources Director or designee. The request must be accompanied by a medical statement from the attending Physician explaining the nature of the illness/injury and any other information requested by Human Resources including an estimated amount of time the employee or other eligible person will be incapacitated.
    - (3) If the original request for donated leave is denied, the employee may request an appeal through the appeals committee. A five-member appeals committee is comprised of three (3) members appointed by the Union and two (2) members appointed by the Chief Health Officer or designee will review the request to verify the employee's eligibility to receive leave donations. The committee shall abide by all HIPAA requirements.
  - B. Donation to designated employee
    - (1) Individual employees may donate sick leave or vacation to a designated employee by completing the Donated Leave Form and submitting to the Human Resources Department.
    - (2) Donated leave will be applied to the designated employee only when the need for leave exists and the employee has met the bereavement or illness/injury requirements as outlined in section 2.
    - (3) Any donated leave not utilized by a designated employee for the purpose originally intended will be returned to the donating employee.
    - (4) Donations can be made from the donor's accrued:

- a. Vacation Leave and/or Personal Holiday time
  - b. Sick Leave if the employee has been employed for more than thirty-six (36) consecutive months and will have a balance of at least 120 hours of sick leave after the deduction of the donated hours.
2. The minimum donation is four (4) hours; the maximum donation is forty (40) hours per solicitation, excluding hours donated in lieu of forfeiture. Employees must have a vacation balance of at least forty (40) hours after the donation.
3. The donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to leave at the hourly rate of the recipient.
4. The Union and the District will conduct the solicitation of donations and will be limited to an information-only solicitation. All donations will be submitted to the Union-District's Human Resources Department on the District's form. ~~agreed to by the Donated Leave Committee.~~ Human Resources will maintain appropriate records available to the Joint Labor Management-Leave Committee detailing time donated, the converted dollar value available, and the projected and actual cost of all approved grants.
  - a. Eligible Employees
    - (1) The Donated Leave Bank Program is available to all District employees excluding temporary and less than half time employees. Employees must have successfully completed the initial probationary period.
    - (2) Employees with a work-related workers' compensation claim are not eligible for the Donated Leave Bank Program.
5. Any employee who receives Donated Leave Bank Program benefits and is subsequently awarded workers' compensation shall reimburse the Donated Leave Bank Program for all Donated Leave Bank Program received that are covered by workers' compensation payments.
6. ~~Donated Leave Bank Program: Illness/injury is defined as an illness or injury that requires home bound care pursuant to the Center for Medicare and Medicaid Services (CMS) in-patient care standards at a medical facility or has a diagnosis and / or is in treatment that requires absence from work according to the provisions of FMLA, and/or extended medical leave with documentation from the treating physician.~~ The illness or accident cannot be a result of an illegal act by the employee.
7. The Union and the District agree that should any problem arise in the administration of this program or should any abusive practice arise, that the Union and District agree to meet to make reasonable adjustments to facilitate the administration of the program or to eliminate any abusive practices.

8. Donated leave is available to a domestic partner when the domestic partner is covered or eligible to be covered by any District health insurance plan as defined within said plan documents or provides proof of proper Domestic Partnership Registration in Nevada.

## Article 30 – Bereavement-**SUPERVISORY**

1. Close to the Employee: Bereavement leave not to exceed five (5) days in the event of a death of a person close to the employee for the purpose of bereavement and attending services.
- ~~2.1.~~ Paid bereavement will be charged against the employee's unused annual or sick leave accruals if available. If unavailable, the employee may request leave without pay.
- ~~3.2.~~ Immediate Family: The District agrees to grant employees three (3) paid days for an in-state immediate family member and five (5) paid days for an out-of-state/country immediate family member to arrange and attend funeral services. The days do not need to be used consecutively but must be used within three (3) months of date of death; additional time may be granted by Division Manager with HR agreement. The District reserves the right to request proof of death.

## **Article 31 – Court Leave-SUPERVISORY**

1. Eligible employees called to serve on jury duty during their normal working hours shall receive their regular pay and return all jury pay to the District. Those persons called but not selected to serve on the jury shall report back to work when excused.
2. Eligible employees subpoenaed to appear as a witness in any civil, criminal, or administrative proceeding shall receive their regular pay providing that all witness fees or pay is returned to the District.
3. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in civil proceedings unrelated to District business.

## **Article 32 – Military Leave-SUPERVISORY**

1. In the event that a District employee is absent due to being called into the military service of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve, or the Nevada National Guard for duty, the employee shall continue to receive regular compensation from the District for a period of not more than fifteen (15) working days in any one (1) calendar year. This military leave will be in addition to the employee's annual vacation.

## **Article 33 – Educational Leave & Tuition Reimbursement-SUPERVISORY**

1. Educational Leave
  - A. A full-time permanent employee may, with prior approval of the Chief Health Officer or designee, be granted leave with pay to attend work related courses, seminars and training programs that are conducted away from District facilities to assist in improving quality of service to the District or to satisfy minimum state license requirements.
  - B. Upon written application to the division director, a full-time permanent employee may, with the Chief Health Officer's prior approval, be granted educational leave with pay to attend educational courses on Health District premises during duty hours to assist in improving quality of service to the District or to satisfy minimum State license requirements. The District will pay full tuition and/or registration costs for such continuing education programs officially sponsored or co- sponsored by the District which occur on its premises.
  - C. District staffing needs will take precedence in the granting of educational leave.
  - D. All necessary costs to obtain certifications required by the District in excess of those required in the employee's classification specification to meet minimum employee standards and requirements shall be paid for by the District.
2. Tuition Reimbursement
  - A. Eligibility
    - (1) The District will reimburse tuition to employees who meet the requirements of the tuition reimbursement policy. No change will be made to the District policy without agreement by the Union. Eligible employees include all active full-time permanent employees who have completed twelve months of continuous employment. Eligible employees must maintain eligibility during the entire length of the course.
    - (2) Employees must apply for tuition reimbursement in accordance with the requirements of the District's tuition reimbursement policy.
    - (3) Employees must achieve a passing grade of "B" or higher to be eligible for full tuition reimbursement. A passing grade of "C" will be eligible for reimbursement at 50% of tuition only. Any grade below "C" will not be eligible for reimbursement. Pass or fail courses must be passed in order for reimbursement to be granted.



(4) Graduate Equivalency Diploma (GED) must be successfully obtained in order for tuition reimbursement for the GED program to be approved.

B. Approved Coursework

(1) To be eligible for tuition reimbursement, courses must meet all of the following requirements:

- a. Undergraduate or graduate level courses offered by an accredited college or university on a semester or quarter basis or approved GED preparation programs;
- b. Related to a career path within the District;
- c. The employee must demonstrate how the course will benefit the District by enabling the employee to perform more effectively.

C. Amount of Reimbursement

(1) The District shall reimburse the employee for fees paid for tuition and text books for approved courses up to \$4,500.00 (four thousand five hundred dollars) per calendar year. GED equivalency reimbursement will be limited to \$2,250.00 (two thousand two hundred fifty dollars).

D. Repayment

(1) Employees must agree to work for the District at least 24 calendar months after reimbursement. If the employee fails to work for the District for the full 24 months, the employee must agree to refund to the District the full amount the District paid for course(s) and/or books.

**Article 34 – Group Health Insurance-SUPERVISORY**

1. The District shall maintain the current group health and life insurance plan with Clark County until the District Board of Health establishes a new plan by contracting with appropriate providers through the recommendation of the Health Insurance Study Committee (HISC).
2. The District and the SEIU have each appointed three members to a Health Insurance Study Committee (HISC). The purpose of the committee is and shall be to review and recommend to the Health District Chapter of the SEIU and the District Board of Health any new SNHD Health Benefits Program. The committee shall be headed by two co-chairs with one appointed by SEIU and one appointed by the District.
3. The HISC shall also be responsible for reviewing and making recommendations on such matters that relate to the Health Insurance Program as may be needed.
4. Union and District committee members may invite appropriate experts and other personnel to committee meetings to provide knowledge and assistance in meeting the HISC goals and assignments. The District shall provide needed staff support for the HISC and shall pay for any required actuarial studies and other needed professional services. Such professional services must be jointly selected by the HISC committee members, and all commission, bonuses, fees, and compensation shall be fully disclosed.
5. Dependents of District employees shall include domestic partners, where permitted by the terms of the plan, including any amendments thereto during the duration of this agreement.
6. The District shall fund the health insurance program on a per employee per month basis as shown in the tables below. Any difference between the cost of the insurance and the amount funded by the District shall be paid by the employee. The District shall only pay the actual cost of the insurance plan chosen by the employee OR the maximum of the amount shown in the tables below. ~~Provided that the employee cost of dependent coverage will increase effective July 1, 2020, the Union may reopen this paragraph 6 by written notice to the District within thirty (30) calendar days of the Union receiving notice from the District of an increase in dependent rates.~~

~~Table – July 2019~~ 2024 June 2021####

Plan	Employee Only	Employee & Spouse	Employee & Children	Employee & Family
PPO	<u>100% of premium</u>	<del>788</del> <u>80%</u>	<del>788</del> <u>80%</u>	<del>998</del> <u>80%</u>
<del>HMO</del> <u>EPO</u>	<u>100% of premium</u>	<del>788</del> <u>75%</u>	<del>788</del> <u>75%</u>	<del>998</del> <u>75%</u>

**Article 35 – Employee Assistance Program-SUPERVISORY**

1. The Southern Nevada Health District will provide an Employee Assistance Program for all Health District employees.
2. The District will ensure the confidentiality of all employees who utilize the Employee Assistance Program. All employee information will remain in the confidence of the program Director and the employee.

## **Article 36 – Workers Compensation-SUPERVISORY**

1. All eligible members shall be covered by a Workers Compensation Program of the District's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.
2. Compensation During Leave of Absence: In the event an employee is absent from work due to occupational injury/illness, the employee will be compensated pursuant to NRS Chapter 612 and 617. It is the intent of the District to pay the injured worker whose claim has been recorded and accepted by the District Workers Compensation Insurer and/or claims administrator the difference between full biweekly salary and compensation awarded for the lost wage under NRS provisions. The District shall supplement the injured worker's pay, not to exceed full pay, for a period of illness/injury up to a maximum of seven weeks or 280 hours. Employees receiving full pay for the period of lost wage shall surrender additional or duplicate disability pay within seven (7) working days of receipt.
3. Communication During Leave of Absence: The employee will maintain ongoing communication with the District and the District Workers Compensation Insurer following initial treatment for an occupational injury/illness. All progress reports and related documents pertaining to employee's medical treatment must be submitted to Human Resources. Human Resources will facilitate the claim processing and give appropriate notification to the employee, employee's supervisor, and appropriate managers regarding the claim status.
4. Duration of Leave Absence: If an employee is still unable to work following the seven (7) week or 280- hour disability period, the employee may request the use of accumulated sick pay, earned compensatory time, or vacation pay to supplement lost wage awarded under NRS provisions. Upon such request, the employee's accumulated leave would be used to balance the employee's workers compensation payment so that the employee will receive income equal to the salary at the time of disability. The employee may elect not to use accrued paid time to supplement pay during the disability period.

5. The District may require the employee to be available for light duty work assignments.
6. Before returning to work following a leave of absence for a work-related disability, an employee must submit a physician's verification stating the employee's ability and fitness to return to full duty work status and/or if there are any work restrictions and the date that the restrictions will be eliminated. The employee may remain on occupational leave until one of the following occurs: medical release to return to duty, nine (9) months temporary total disability, or until such time as a permanent disability from performing job duties is determined.

## **Article 37 – Longevity-SUPERVISORY**

1. Personnel hired before July 1, 2014, after completion of five (5) years of accredited service (10,400 hours) with the district, shall receive longevity payments at the rate of \$110.00 per year of service credit paid semiannually.
2. Personnel hired after June 30, 2014 and before July 1 2019, after completion of seven (7) years of accredited service (14,560) with the District, shall receive longevity payments at the rate of \$110.00 per year of service credit paid semiannually
3. Entitlement to the full amount of any semi-annual installment of longevity pay is based upon full-time employment with the District for the immediate preceding six (6) month period. Longevity payments will be prorated commensurate with actual hours worked. Payments will be made June 1st and December 1st.
4. Longevity payment shall be issued to employees upon separation of employment on a prorated basis.
5. Restitution of longevity benefits shall be effective July 1, 2014 with no retroactive payment. Longevity is frozen at 7/1/15 amount for FY16 and FY17. Restitution of longevity benefit will be restored for FY18 and FY19 with no retroactive payment.
6. Employees hired on or after July 1, 2019 shall not be eligible for longevity pay.
7. The parties agree that for the period of eight (8) years from July 1, 2019, Article 37 (Longevity) shall not be subject to negotiation without the express written.

## **Article 38 – Retirement-SUPERVISORY**

1. Except as noted in paragraph three (3) below, the Health District shall pay the employee's portion of the standard retirement contribution to the Public Employees' Retirement System (PERS) for employees who qualify under the rules of the system.
2. The term "standard retirement contribution" does not include any payment for the purpose of previous credit service on behalf of the employee.
3. Effective January 24, 2012, all contribution increases required by PERS shall be split between the District and the employee by a reduction in the employee's base salary in accordance with PERS policy and procedure.

**Article 39 – Savings Clause-SUPERVISORY**

1. Nothing herein contained shall be interpreted in any way to conflict with any Federal, state or local statute or regulations governing the organization and operations of the District. In the event of a determination by any administrative agency or court of competent jurisdiction affecting or invalidating any provision of this Agreement, the District and the Union will meet within thirty (30) days thereafter for the purpose of renegotiating such invalid provisions only.



## **Article 40 – Full Agreement-SUPERVISORY**

1. The parties agree that this Agreement is intended to evidence their understanding on the matters set forth therein and supersedes all prior negotiations and understandings between the parties with respect to those matters. Except as otherwise expressly provided in this Agreement, neither party during the term of this Agreement will be required to negotiate on any further matters.

**Article 41 – Term of Agreement - SUPERVISORY**

1. The term of this Agreement shall be from the July 1, 202~~41~~ to June 30, 202~~64~~.



## Article 20: Wages

A general increase of five percent (5%) effective July 1, 2024 or the date this Agreement is ratified by the Board of Health, whichever is later. Effective July 1, 2025 a general increase in the amount of four percent (4%).

## Article 22: Hours of Work, Overtime, Call Back and Premium Pay

Shift Differential: any employee working a regularly scheduled shift that begins prior to 4:00 a.m. or ends later than 9:00 pm must be paid a shift differential equal to two dollars (\$2.00) per hour for the entire shift.

## Article 30: Bereavement


Immediate Family: The District agrees to grant employees three (3) paid days for an in-state immediate family member and five (5) paid days for an out-of-state/country immediate family member to arrange and attend funeral services. The days do not need to be used consecutively but must be used within three (3) months of date of death; additional time may be granted by Division Manager with HR agreement.

## Article 41: Term of Agreement

The term of this Agreement shall be from the July 1, 2024 to June 30, 2026.

## Article 34: Group Health Insurance

Plan	Employee Only	Employee & Spouse	Employee & Childre	Employee & Family
PPO	100% of Premium	80%	80%	80%
EPO	100% of Premium	75%	75%	75%



# Recommendations for the Officers of the Board of Health and Public Health Advisory Board

SOUTHERN NEVADA DISTRICT BOARD OF HEALTH

JULY 25, 2024

# Southern Nevada District Board of Health

## **Chair - FY24**

Marilyn Kirkpatrick

## **Vice-Chair - FY24**

Scott Nielson

## **Secretary - FY24**

Frank Nemec

## **SUMMARY OF INTEREST - FY25**

### **Chair**

Marilyn Kirkpatrick

### **Vice-Chair**

Scott Nielson

### **Secretary**

## **SUMMARY OF NOMINATIONS - FY25**

### **Chair**

Marilyn Kirkpatrick x4

### **Vice-Chair**

Scott Black  
Scott Nielson x3

### **Secretary**

Nancy Brune  
Frank Nemec x2

## **RECOMMENDATION FROM THE NOMINATION OF OFFICERS COMMITTEE**

**Chair: Marilyn Kirkpatrick    Vice-Chair: Scott Nielson    Secretary: Nancy Brune**

# MOTION

## Officers

### Board of Health

1. Chair
2. Vice-Chair
3. Secretary





# MOTION

## Officers

Public Health Advisory Board

1. Chair
2. Vice-Chair







**DATE:** July 25, 2024

**TO:** Southern Nevada District Board of Health Members

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

**SUBJECT:** District Health Officer Report

---

### National HIV Testing Day

In observance of National HIV Testing Day on June 27, the Southern Nevada Health District (SNHD) and the Southern Nevada Health Consortium will provide free HIV testing at various community locations. The campaign, themed, “Level up your self-love: check your status,” encourages people to get tested, know their HIV status, and get linked to care and treatment.

Approximately 1.2 million people in the United States have HIV, with about 13 percent of unaware of their status. In 2021, an estimated 32,100 new HIV infections occurred in the U.S. in 2021. Clark County reported 488 new HIV diagnoses in 2022, with 11,518 people living with HIV. HIV disproportionately impacts racial and ethnic minorities, and gay, bisexual, and other men who have sex with men.

Antiretroviral treatment (ART) has transformed HIV infection from a fatal illness to a manageable chronic condition. Early and consistent ART therapy after diagnosis is essential for controlling HIV, minimizing long-term immune system damage, reducing HIV levels in the bloodstream, reducing illnesses, and lowering transmission risk to intimate partners. With ART, HIV-positive people can remain healthy for many years.

Free HIV testing will be available at the following locations on June 27:

- TRAC-B Exchange, 6114 West Charleston Blvd., Las Vegas, NV 89146  
9:30 a.m. – 4:30 p.m., 702-840-6693
- Community Counseling Center, 714 E. Sahara Ave., Las Vegas, NV 89104  
9 a.m. – 5 p.m., 702-369-8700
- The Center, 401 S. Maryland Pkwy., Las Vegas, NV 89101  
1 – 7 p.m., 702-733-9800
- AIDS Healthcare Foundation (AHF) MEOU Wolf, 3215 S. Rancho, Las Vegas, NV 89102  
1 – 5 p.m., 702-862-8075 (AHF) or 866-636-9969 (MEOU Wolf)
- AIDS Healthcare Foundation (AHF), 3201 S. Maryland Pkwy., #218, Las Vegas, NV 89101  
1 – 8 p.m., 702-862-8075
- Walgreens, 7599 West Lake Mead Blvd., Las Vegas, NV 89128 (provided by Sagebrush Health)  
9 a.m. – 5 p.m., 725-300-0506
- Walgreens, 451 S. Decatur Blvd., Las Vegas, NV 89107 (provided by UMC)  
2 p.m. – 6 p.m., 702-207-TEST

SNHD will also offer Express HIV testing at no cost from 8 a.m. – 4 p.m. at the Sexual Health Clinic, 280 S. Decatur Blvd., Las Vegas, NV 89107. Free testing will also be available at the Fremont Public Health Center, 2830 E. Fremont St., Las Vegas, NV 89104, from 1 – 5 p.m. No appointments are needed, but clients must be asymptomatic. Additional testing for syphilis, gonorrhea and chlamydia is also available. Visit the [Sexual Health Clinic](#) page on SNHD’s website for more information.

SNHD’s Sexual Health Outreach and Prevention Program (SHOPP) offers no-cost HIV/STI screenings as part of Sexually Transmitted Infection Express Testing on a year-round basis:

- Main Public Health Center, 280 S. Decatur, Las Vegas, NV 89107; Monday – Thursday, 7:30 a.m. – 4:30 p.m.
- Fremont Public Health Center, 2830 E. Fremont St., Las Vegas, NV 89104; Friday, 7:30 a.m. – 4:30 p.m.

Free HIV testing is available in the Arleen Cooper Community Health Center at The Center, 401 S. Maryland Parkway, Las Vegas, NV 89101. Hours are 9 a.m. – 5:30 p.m. Monday – Thursday and 9 a.m. – 2 p.m. on Fridays and Saturdays. Appointments are preferred, but walk-ins are accepted.

SNHD’s Collect2Protect program provides free at-home HIV tests, providing a convenient and private testing option. The kits are available on the [Collect2Protect](#) page.

### **CredibleMind**

The Southern Nevada Health District is partnering with CredibleMind, an online digital mental health platform, to provide the community with free and confidential access to a large library of mental health and well-being resources. The site is available to the public at [ClarkCountyThrive.crediblemind.com](http://ClarkCountyThrive.crediblemind.com).

With the growing demand for mental and behavioral health services, this platform provides credible, evidence-based mental health and wellness information along with tools and resources designed to build individual and community resilience. At the CredibleMind platform, Clark County residents will find over a dozen scientifically reviewed assessments to help users understand mental health topics such as anxiety, depression, burnout, substance use, and identify well-being support services. Information and resources are available in English and Spanish.

There are also thousands of vetted apps, podcasts, articles and videos across a range of mental health and wellness topics, as well as tools that can help users focus on building skills to improve their mental and emotional well-being at work, home and in the community.

Users of the site must be 13 years of age or older to create an account. Users who are 18 years of age and older who create an account and take the Mental Health Check-in assessment, will be entered to win a \$100 gift card from CredibleMind. Account activation is not required to access the site and its resources. All information provided is confidential.

### **Mosquito Surveillance Update**

The Southern Nevada Health District is reporting 14 cases of West Nile virus among Clark County residents this year. Nine patients were diagnosed with the neuroinvasive form of the illness, and five had the non-neuroinvasive form of the illness. Nine patients were hospitalized and there were no deaths.

As of July 22, 366 mosquito pools (11,513 mosquitoes from 44 ZIP codes) tested positive for West Nile virus. Twenty-one mosquito pools, (583 mosquitoes from eight ZIP codes) tested positive for the virus that causes St. Louis encephalitis.

Public health officials continue to encourage everyone to take steps to protect themselves. The risk of mosquito-borne illnesses can be reduced through preventive measures. The Health District's Fight the Bite campaign calls on people to:

- **Eliminate Standing Water:** Remove breeding sources around their homes. *Aedes aegypti* breed in small containers that collect rain or irrigation water, such as children's toys, wheelbarrows and plant saucers, and even bottle caps.
- **Prevent Mosquito Bites:** Use Environmental Protection Agency (EPA)-registered insect repellent. Wear loose-fitting, long-sleeved shirts and pants.
- **Report Mosquito Activity:** Call the Health District's surveillance program at (702) 759-1633. To report a green pool, people should [contact](#) their local code enforcement agency.

Both St. Louis Encephalitis and West Nile virus are spread to people by the bite of an infected mosquito. Most people infected with the virus will not develop symptoms and their cases will go unreported. Some people may develop a neuroinvasive form of the illnesses that cause encephalitis (inflammation of the brain) or meningitis (inflammation of the membranes surrounding the brain and spinal cord).

In addition to taking precautions to prevent mosquito bites, the Health District reminds the public of the dangers posed by extreme heat:

- Drink water even if you don't feel thirsty.
- Limit intake of alcoholic beverages.
- Always carry plenty of water with you and a mobile phone.
- Remember to "look before you lock." Children should never be left alone in a vehicle for any amount of time, even for a quick errand or quick trip into the home.
- Remember to never leave pets unattended in a car.
- Dress for hot weather. Clothing that is loose, lightweight and light-colored reflects heat and sunlight.
- Use sunscreen with a high SPF to protect against sunburn and skin cancer.
- Look in on friends and family, especially the elderly who may need help adjusting to the heat.
- Limit errands and outdoor activities to before noon or in the evening to avoid being out during the hottest part of the day.
- Updated cooling station information is available at <https://helphopehome.org/get-help/>.

Health District Fight the Bite tips and resources are available at [www.southernnevadahealthdistrict.org/programs/mosquito-surveillance/mosquito-bite-prevention/](http://www.southernnevadahealthdistrict.org/programs/mosquito-surveillance/mosquito-bite-prevention/) or on the Centers for Disease Control and Prevention website at [www.cdc.gov/mosquitoes/prevention/index.html](http://www.cdc.gov/mosquitoes/prevention/index.html).

The Health District's seasonal mosquito surveillance reports are available at [www.southernnevadahealthdistrict.org/programs/mosquito-surveillance/arbovirus-update/](http://www.southernnevadahealthdistrict.org/programs/mosquito-surveillance/arbovirus-update/).

More information and extreme heat resources are available at [www.SNHD.info/BeattheHeatSNV](http://www.SNHD.info/BeattheHeatSNV).

Previously released news releases regarding mosquito surveillance updates and extreme heat are linked below:

[June 26, 2024: First confirmed West Nile virus cases of the season reported](#)

[June 10, 2024: More West Nile virus positive mosquitoes found in Southern Nevada](#)

[May 24, 2024: Early detection of West Nile Virus mosquitoes in Southern Nevada](#)

[June 3, 2024: Safety Tips Offered for Upcoming Heat Warning](#)

### **Health District offers back-to-school vaccinations**

The school year begins Monday, August 12, and the Southern Nevada Health District (SNHD) is reminding parents and guardians to ensure their children are immunized before the school year starts. SNHD encourages parents and guardians to beat the back-to-school rush and make an appointment now for their kindergartners, 7<sup>th</sup> and 12<sup>th</sup> graders at one of its immunization clinics for their mandatory school vaccines.

The Clark County School District (CCSD) requires the following vaccinations for students enrolling in school: chickenpox (varicella), hepatitis A, hepatitis B, polio, tetanus-diphtheria-pertussis (DTaP and Tdap), quadrivalent meningitis, and measles-mumps-rubella (MMR). Parents who recently moved to Nevada should note hepatitis A vaccination is required in the state. Immunizations that were up to date in other states, that do not require hepatitis A vaccination, might not be current in Nevada.

Students enrolled in the 12<sup>th</sup> grade in Nevada public, private, or charter schools must receive the meningococcal vaccine (MenACWY) prior to the start of the 2024-2025 school year. MenACWY is also required for students entering 7<sup>th</sup> grade and for students entering the 8<sup>th</sup> through 12<sup>th</sup> grades who are new to Nevada schools, including private or charter schools, and CCSD. In addition, 7<sup>th</sup>-graders must receive their tetanus-diphtheria-pertussis (Tdap) vaccine. For more information on required vaccinations, visit CCSD's [Student Enrollment Process](#) for vaccination requirements.

Mandatory back-to-school vaccinations, as well as recommended vaccinations, are available at the following SNHD locations by appointment only:

- **Main Public Health Center, 280 S. Decatur Blvd., Las Vegas, NV 89107**  
Monday – Thursday, 7 a.m. – 5 p.m. (closed noon – 1 p.m.)  
**Special back-to-school dates and times at this location:**  
Fridays: August 2 and August 9, 8 a.m. – 4:30 p.m.  
Saturday: August 10, 9 a.m. – 2 p.m.
- **East Las Vegas Public Health Center, 2950 E. Bonanza Rd., Las Vegas, NV 89101**  
Tuesday – Friday, 7 a.m. – 5 p.m. (closed noon – 1 p.m.)  
**Special back-to-school dates and times at this location:**  
Mondays: July 29; August 5 and August 12, 8 a.m. – 4:30 p.m.
- **Henderson Public Health Center, 220 E. Horizon Dr., Ste. A, Henderson, NV 89015**  
Monday – Thursday, 7 a.m. – 5 p.m.
- **Mesquite Public Health Center, 150 N. Yucca St., Mesquite, NV 89027**  
Tuesday and Thursday, 8 a.m. – 4:30 p.m. (closed noon – 1 p.m.)

To make an appointment, call (702) 759-0850 or visit [www.snhd.info/bts](http://www.snhd.info/bts).

SNHD accepts most insurance plans. Not all immunizations are covered by insurance. Vaccine costs vary based on the type of immunization required. In addition to the vaccine costs, SNHD charges an administration fee of \$22 per person for one vaccine and \$10 for each additional vaccine. For more information, visit [www.snhd.info/bts](http://www.snhd.info/bts).

Mandated back to school vaccinations will also be available at the **CCSD Family Support Center, 1720 S. Maryland Pkwy., Las Vegas, NV 89104**, as follows:

- July 10, July 17, July 24 and July 31, 8 a.m. – noon and 1 – 3:30 p.m.

Immunizations at the CCSD Family Support Center will be provided at no cost, and appointments are not necessary.

Back-to-school immunizations for students 11-18 years of age (Tdap, MenACWY and HPV) are available at the following locations. Parents and guardians of children younger than 11, can make appointments by calling (702) 759-0850 or visiting [www.snhd.info/bts](http://www.snhd.info/bts).

**Fremont Public Health Center, 2830 E. Fremont St., Las Vegas, NV 89104**

- Tuesday – Friday, July 30 – August 15, 8 a.m. – 4 p.m.
- Open to students ages 11 – 18
- Appointments are required; call (702) 759-0850 or visit [www.snhd.info/bts](http://www.snhd.info/bts).

**Boulevard Mall (in El Mercado), 3528 S. Maryland Parkway, Suites 208-210, Las Vegas, NV 89169**

- August 1, 2, 3, 8, 9, 10 and 15, 11 a.m. – 4 p.m.
- Open to students ages 11 – 18
- Appointments are required; call (702) 759-1910 or visit [www.snhd.info/bts](http://www.snhd.info/bts).

Parents vaccinating a child at an SNHD clinic should bring immunization records. Parents who cannot locate immunization records should contact their health care provider. If their children were immunized in Nevada, parents can also visit Nevada WebIZ, a statewide immunization registry, at <https://izrecord.nv.gov/public/Application/PublicPortal> or call Nevada WebIZ at (775) 684-5954. Non-custodial adults may accompany a child; however, written consent must be provided to SNHD from the parent or guardian at the time of service.

SNHD also offers vaccinations that are recommended for children, but not required by CCSD. These include Meningitis B (MenB), human papillomavirus (HPV) and COVID-19.

- MenB is a rare type of bacterial meningitis, which causes swelling in the membranes and fluid surrounding the brain and spinal cord. All teens may get the MenB vaccine, preferably at 16-18 years old, in order to prevent this uncommon but serious illness for teens and young adults. Parents should discuss the risk and benefits with their vaccine provider.
- HPV is a common virus that infects children, adolescents and adults, and can cause cancers later in life. Approximately 13 million people, including teens, become infected with HPV each year.
- The virus that causes COVID-19 is always changing, and protection from COVID-19 vaccines declines over time. The COVID-19 vaccination continues to protect children against severe disease and hospitalization.

For more information about MenB, HPV or COVID-19, or to schedule a vaccination, visit [Immunization Clinic – Southern Nevada Health District](#) or call (702) 759-0850.

## **Community Meetings**

### **Week ending 06/23:**

#### **Monthly:**

- Participated in the Southern Nevada Community Health Center Finance and Audit Committee meeting
- 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

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

- Attended the Grand Opening and Blessing of the Dignity Health Sahara Wellness Center
- Attended the World Refugee Day “Journeys of Hope” hosted by the Catholic Charities of Southern Nevada and the African Community Center-Las Vegas

#### **Professional Development/Conferences:**

- Attended the “Climate Change Topical Group Webinar – Developing Evidence for Climate Change and Health Action” webinar facilitated by the American Public Health Association (APHA)

#### **Ad-hoc Meetings:**

- Collaboration meeting with SNHD Executive Leadership Team and UNLV School of Public Health Executive Committee
- Participated in a meeting with Milan Devetak, Director of the African Community Center-Las Vegas regarding Refugee Resettlement Consultation

### **Week ending 06/16:**

#### **Monthly:**

- Attended the Big Cities Health Coalition (BCHC) Monthly Member Call

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

- Attended the Nevada Immunization Stakeholder Gathering Session at Dignity Health – St. Rose Dominican Hospital

#### **Professional Development/Conferences:**

- Attended the “Just Play it Cool: Community Health Center Resources to Address Heat and Climate Change” webinar facilitated by the National Association of Community Health Centers (NACHC)
- Attended the “Hepatitis C: Update on Test & Treat Models, Women & Pregnancy” webinar

#### **Ad-hoc Meetings:**

- Attended the Joint Interim Standing Committee on Health and Human Services meeting
- Attended Trac-B Exchange with the CDC Director, Dr. Mandy Cohen
- Hosted the CDC Director, Dr. Mandy Cohen, at the Southern Nevada Health District
- Attended UNLV School of Public Health with the CDC Director, Dr. Mandy Cohen
- Attended the CDC Briefing on the Mpox Response on New Modeling

### **Week ending 06/09:**

#### **Monthly:**

- Attended the Nevada Public Health Commission meeting

Quarterly:

- Attended the TB Cohort Review 2023 Q1 and Q2
- Attended the Medical Advisory Board meeting
- Attended the State Board of Health meeting

Bi-Annually (every two years):

- Participated in the At-Large Member Selection Committee meeting

Media/Interviews/Panelist/Presenter/Events:

- Interview (in Spanish) with Luz Gray (Cafecito Nevada) on the Beat the Heat initiative

Ad-hoc Meetings:

- Attended Trac-B Exchange in preparation of the visit by the CDC Director
- Participated a meeting with representatives from the Center for Disease Control (CDC) regarding the CDC Director, Dr. Mandy Cohen, visit to Las Vegas



# COMMUNITY HEALTH ASSESSMENT UPDATE

Carmen Hua, MPH, CHES  
Health Educator | CHA/CHIP Coordinator  
Office of Disease Surveillance  
Southern Nevada Health District  
July 25, 2024





# TABLE OF CONTENTS

- CHA/MAPP Review
- Community Status Assessment  
Survey Launch
- Data and Demographics
- Timeline
- Closing & Next Steps



# COMMUNITY HEALTH ASSESSMENT

## What is it?

A systematic process involving the community to identify and analyze community health needs.

## Why is it important?

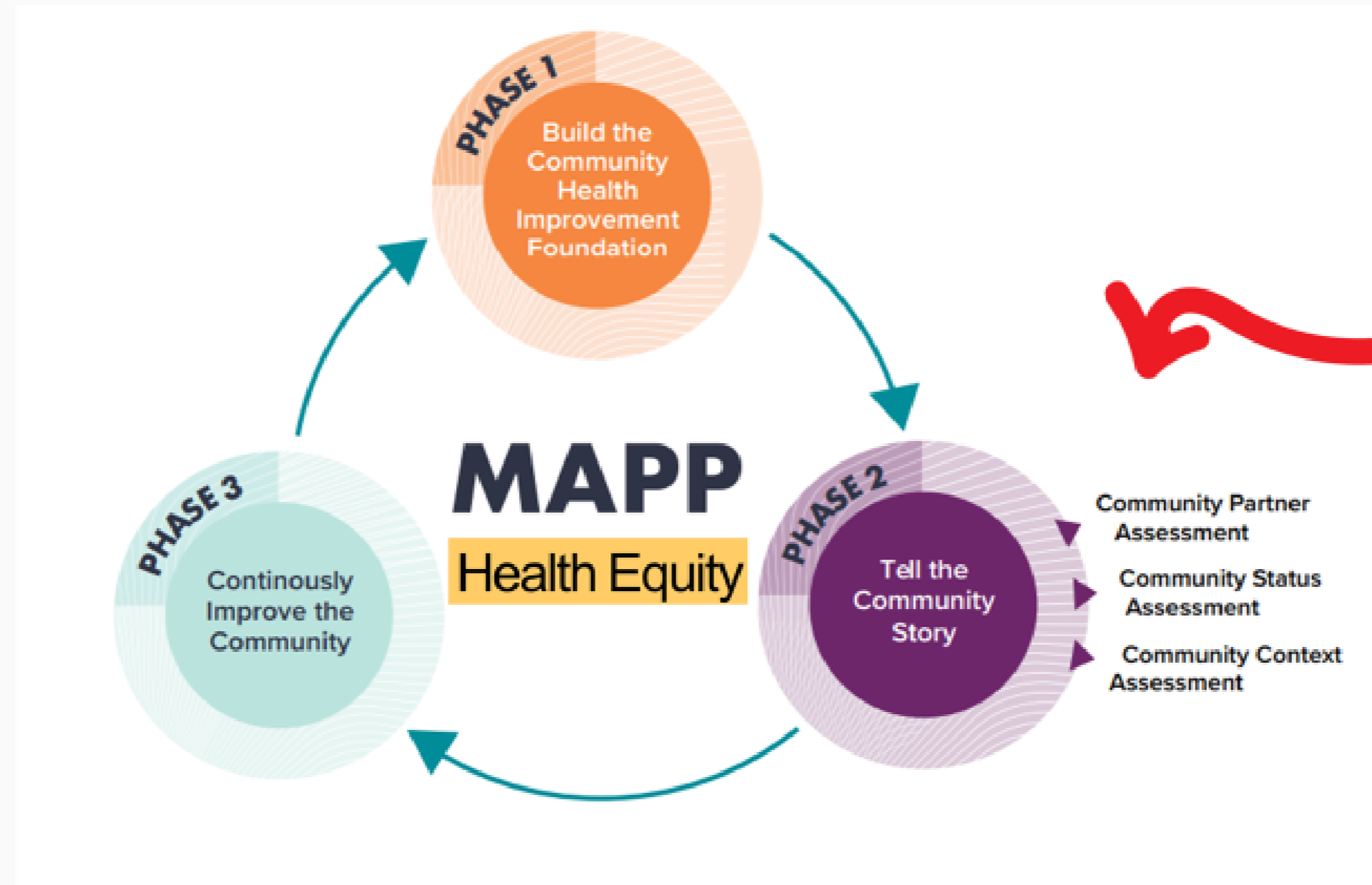
CHAs will allow the community to support improving health and the social determinants of health.

## How is it used?

A process for determining the needs, or "gaps," between a current and desired outcome.



# Mobilizing for Action through Planning and Partnerships (MAPP) Framework



This is where we currently are!

# COMMUNITY STATUS ASSESSMENT SURVEY



[Link to the  
Survey](#)



UNLV

# COMMUNITY HEALTH ASSESSMENT

TAKE THE SURVEY &  
MAKE YOUR VOICE HEARD!

We want Clark County to be a  
**happier, healthier, and safer**  
environment for you.



<https://bit.ly/44xdFEK>



Learn more at  
[HealthySouthernNevada.org](https://www.HealthySouthernNevada.org)

# GENERAL INFORMATION

- Exploration of upstream factors beyond health behaviors and outcome
- Ties to social determinants of health and systems of power, privilege, and oppression
- Focus on hearing from marginalized groups such as people of color, LGBTQ+ populations, migrants, those experiencing homelessness, and disabled people

Survey Goal: 3,000

Open date range: May 15 – August 15

Eligibility: Clark County Resident, 18+



# AVAILABLE IN



## COMMUNITY HEALTH ASSESSMENT



## EVALUACIÓN DE SALUD DE LA COMUNIDAD



## 我们希望倾听 您的意见!

TAKE THE SURVEY &  
MAKE YOUR VOICE HEARD!

We want Clark County to be a  
**happier, healthier, and safer**  
environment for you.



<https://bit.ly/44xdFEK>

¡CONTESTE LA ENCUESTA Y  
HAGA OÍR SU VOZ!

Queremos que el Condado de Clark  
sea más **feliz, saludable y seguro**  
para usted.



<https://rb.gy/dtsnfn>

您如何看待 Clark 县的医疗保健服务?  
您希望改变些什么?

请参与南内华达州卫生区的社区健康评估,  
让我们了解您的想法!



<https://rb.gy/xlzd0n>



Learn more at  
[HealthySouthernNevada.org](http://HealthySouthernNevada.org)



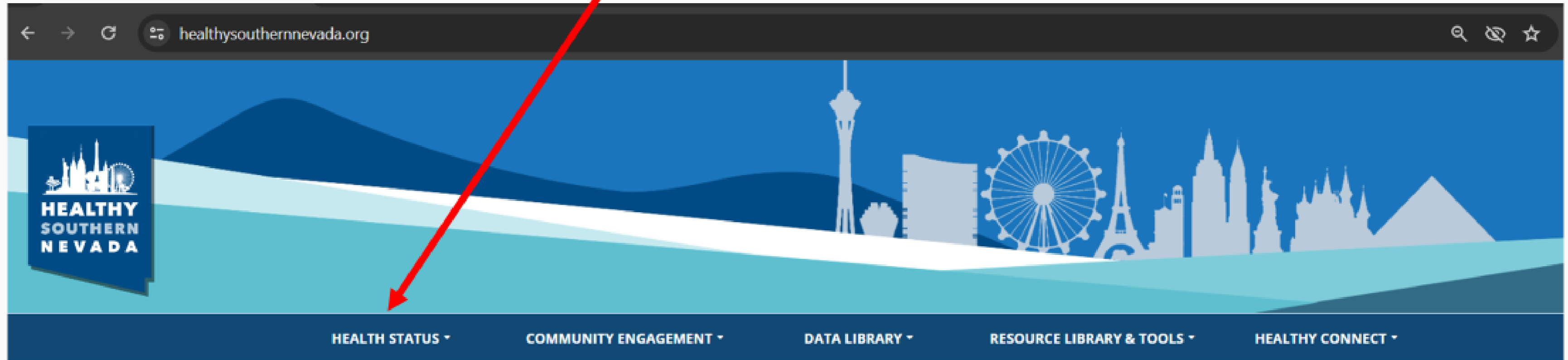
Conozca más en  
[HealthySouthernNevada.org](http://HealthySouthernNevada.org)



[www.HealthySouthernNevada.org](http://www.HealthySouthernNevada.org)

# ENGLISH, SPANISH, AND CHINESE

# HealthySouthernNevada.org





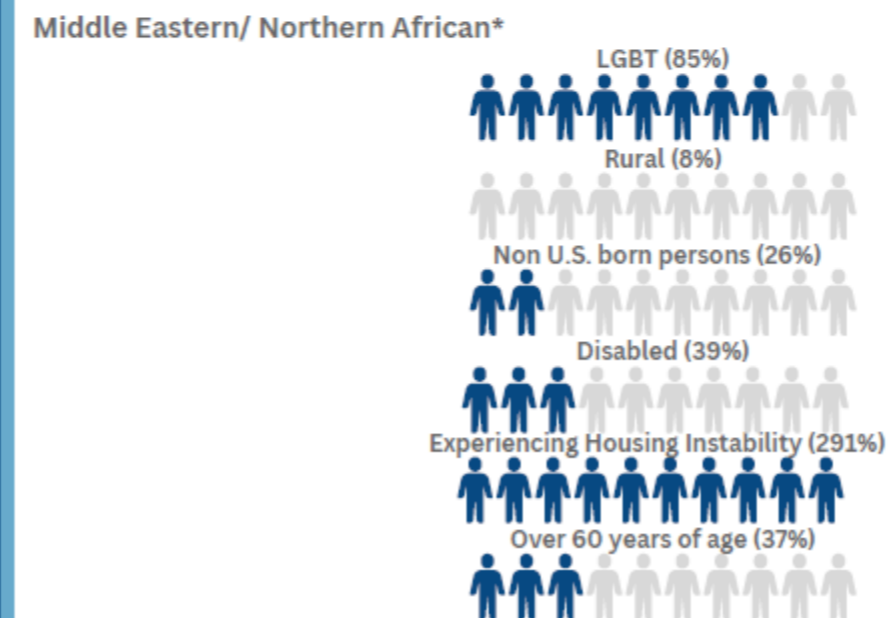
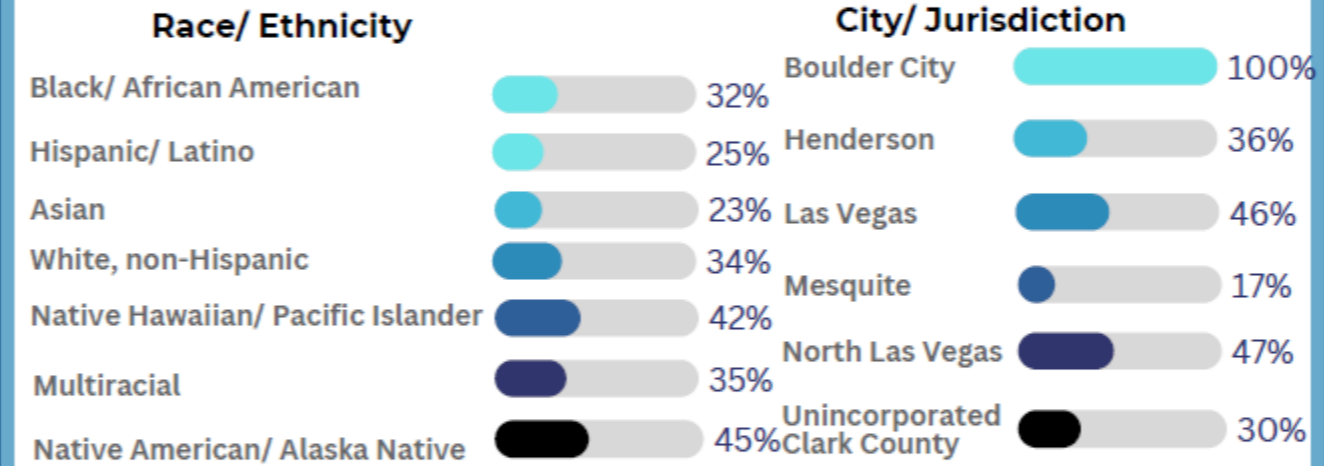
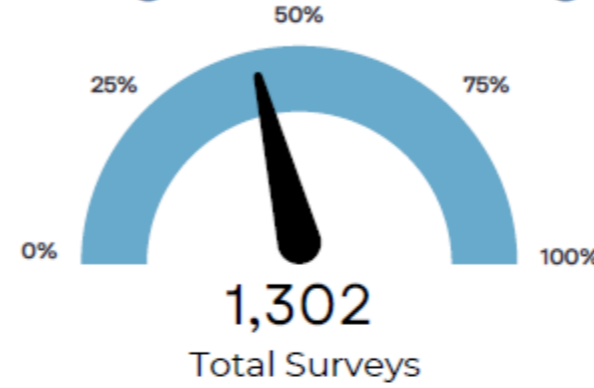
# SURVEY PROGRESS TRACKER



Last Updated July 10, 2024. There may be a delay in reporting surveys filled out on paper.

## 2025 COMMUNITY STATUS ASSESSMENT

### Progress Tracking



\*No target listed due to data unavailability



# 2025 CHA ROADMAP - Timeline

## 1 NOVEMBER 2023

Official CHA Cycle Begins

- Establish Steering Committee
- Gain Leadership Support



## 3 MAY - JULY 2024

Community Status Assessment (CSA)



## 5 NOVEMBER - JANUARY 2025

Data Analysis and Edits



## 2 FEBRUARY - APRIL 2024

Community Partner Assessment (CPA)

## 4 AUGUST - OCTOBER 2024

Community Context Assessment (CCA)

## MARCH 2025

Publish CHA data reports, profiles, and update data dashboards

# KEY PARTNERS AND EVENTS

- SNHD
- UNLV NICRP
- Dignity Health
- Intermountain Health
- Puentes
- RTC
- Touro University
- City of Las Vegas
- Governor's Office
- Three Square
- Clark County Library District
- American Heart Association
- PACT Coalition
- Clark County Parks and Rec
- YMCA
- CARE Coalition

- Nevada Office of Minority Health and Equity
- The Center
- United Citizens Foundation
- Helping Hands
- Touro University
- Strategies 360
- City of Henderson
- Nevada Center for Excellence in Disabilities
- There is No Hero in Heroin
- Las Vegas Play Therapy
- Nevada Homeless Alliance
- SCAN Health
- Nevada State University
- Las Vegas Rescue Mission
- & many more!

- North Las Vegas Library (Alexander, Aliante, and City Hall) Tabling Outreaches
- SNHD Tabling and Health Cards Line Outreach
- Juneteenth ELEVATE
- Juneteenth Festival Celebration
- East Las Vegas Library PHC Pop-Up
- World Refugee Day
- Health And Wellness Event
- Family Connect Event
- Linkage 2 Action Outreach
- Puentes and Siegel Cares Health Fair
- SNDH RTC Pop-Up Produce Stands Bonneville Transit Center
- ONE APIA Nevada Event
- & many more!



**A HEALTHIER TOMORROW**

COMMUNITY PARTNERS FOR BETTER HEALTH



# WHAT WE NEED FROM YOU

## Spread the Word

- Take the Survey!
- Encourage friends, families, and colleagues to take the survey
- Share survey and flyers with all populations
- Promote on social media (promotional toolKit available on HSN website)
- Inform us on community events for outreach opportunities





# NEXT STEPS

- Take the Survey - every voice matters!
- Monthly Status Meetings (Virtual) 2-2:30 PM
  - June 10, July 8, August 5
- Weekly Email Updates
- Reminder: Survey closes August 15
- If you are interested in handing out flyers, distributing physical surveys - please reach out to [huac@SNHD.org](mailto:huac@SNHD.org)



# THANK YOU!

## For questions/comments regarding survey:

- Amanda Deloye-Haboush, [Amanda.Haboush@unlv.edu](mailto:Amanda.Haboush@unlv.edu)
- Tamera Travis, [travis@SNHD.org](mailto:travis@SNHD.org)

## For questions/comments regarding Community Health Assessment process:

- Carmen Hua, [huac@SNHD.org](mailto:huac@SNHD.org)
- [HealthySouthernNevada.org](http://HealthySouthernNevada.org)





# MEMORANDUM



**Date:** July 25, 2024

**To:** Southern Nevada District Board of Health

**From:** Kim Saner, J.D., M.A., SPHR, *Deputy District Health Officer-Administration*   
 Fermin Leguen, MD, MPH, *District Health Officer* 

**Subject:** Administration Division Monthly Report – June 2024

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## Executive Summary

The Office of Communications issued eight News Release. In June, Office of Communications staff deployed Fight the Bite campaign to communicate the importance of mosquito prevention and safety measures to the community. Staff replied to 164 public information email inquiries and completed 81 internal project requests, including graphic design, website content, advertising/marketing, outreach materials and translation services. Health Cards served 12,565 total clients, which included 2,312 clients renewing online. A card number lookup system was added to our website, allowing food handler and body art clients to look up their own card number and check the status of their card. It also allows employers to verify an employee’s card status. As of July 1, 2024, the Health District had 802 active employees. Human Resources arranged 108 interviews, extended 35 job offers (five offers declined) and onboarded three staff. There were 17 terminations, one promotion, six flex-reclasses, no transfers and three demotions. There were seven employment opportunities posted.

## Office of Communications

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### **News Releases Disseminated:**

- Move Your Way summer campaign underway in Valley
- More West Nile virus positive mosquitoes found in Southern Nevada
- Clark County, Health District Officials & Community Partners Launch Heat Safety Public Awareness Initiative
- June is Men's Health Month
- Southern Nevada Health District upholds revocation of lifeguard waivers for Las Vegas Athletic Club pools
- Correction: More West Nile virus positive mosquitoes found in Southern Nevada
- National HIV Testing Day is June 27
- First confirmed West Nile virus cases of the season reported

### **Press:**

- Street food vendors
- Extreme heat
- Mosquito surveillance and West Nile virus
- Gym pool lifeguard waivers
- National HIV Testing Day

Seven hundred forty-eight news clips related to the Health District, local news coverage and national coverage of public health topics were compiled in June. Coverage includes traditional print, broadcast, digital and online media outlets. A complete list is available at [202406-PI-Report.pdf \(southernnevadahealthdistrict.org\)](#)

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

In June, Office of Communications staff deployed Fight the Bite campaign to communicate the importance of mosquito prevention and safety measures to the community. Staff also produced creative advertisement concepts for Back-to-School vaccinations, and Congenital Syphilis awareness campaigns and provided support for the Office of Chronic Disease Prevention and Health Promotion initiatives, including smoking cessation and nutrition. Staff produced posters for the CDC director's visit highlighting divisions and initiatives. The Office of Communications received and replied to one hundred sixty-four public information email inquiries, and completed eighty-one internal project requests, including graphic design, website content, advertising/marketing, outreach materials and translation services. Updates were performed on Health District websites including SNHD.info, and COVID.SNHD.info.

On social media, staff focused on promoting the pop-up produce stands, HPV vaccine survey, Board of Health employee recognitions, Community Health Assessment Survey, National HIV Testing Day, Shop Talk, Fight the Bite, Extreme Heat, Healthy People 2030, Soda Free Summer Challenge, Juneteenth, Men's Health Month, Pride Month, and visits from Dr. Mandy Cohen, CDC Director and Dr. Dan Hanfling, Director of Private Sector Strategic Partnerships.

### **Community Outreach:**

- June 21: World Refugee Day Health Fair

### **Meetings and Events of Note:**

- June 03: National Community Health Center planning meeting



- June 04: OT21-2103 CDC Quarterly Check-in meeting
- June 05: Trac-B Clinic Site Visit
- June 06: CDC Director’s Visit Planning meeting
- June 10: Interim Health Committee meeting
- June 11: CDC Director’s Visit (TracB and SNHD)
- June 12: NPHIC/CDC Monthly Communication call
- June 13: La Oportunidad Expo planning meeting with Latin Chamber of Commerce
- June 13: Meeting with PPC Division to discuss name change
- June 18: Meeting w/ UNLV
- June 18: SNHD and Argentum Monthly meeting
- June 20: NPHA Policy Committee meeting
- June 25: Meeting with UNLV HON re: service-learning course
- June 26-28: NACCHO Health Equity & Social Justice Reginal Summit

Please see Appendix A for the following:

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

## Contracts Administration

<b>Period of Performance</b>	<b>Requests Received</b>	<b>Requests w/Expectations of Expedited Completion</b>	<b>% of Expedited Requests Received</b>	<b>Requests Processed</b>
June 1-30, 2024	31	25	81%	38

## Facilities

June statistics will be submitted with next month’s report.

## Finance

<b>Total Monthly Work Orders by Department</b>	<b>June 2023</b>	<b>June 2024</b>		<b>YTD FY23</b>	<b>YTD FY24</b>	
Purchase Orders Issued	309	406	↑	5957	5743	↓
Grants Pending – Pre-Award	4	2	↓	49	52	↑
Grants in Progress – Post-Award	13	9	↓	137	141	↑

\* Grant applications and NCCs 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.

<b>Grants Expired – June 2024</b>						
<b>Project Name</b>	<b>Grantor</b>	<b>End Date</b>	<b>Amount</b>	<b>Reason</b>	<b>FTE</b>	<b>Comments</b>
Association of Public Health Laboratories, (aplqi_22)	P-CDC	6/30/2024	\$10,000	End of project period	0.06	Project not expected to renew
Comagine Health, Advancing Health Equity to address diabetes (AHEAD), (codpp_24)	P-CDC	6/30/2024	\$50,961	End of project period	0.20	The renewal for FY2025 is in progress
Clark County, Public Health Nurse Liaison Services for Child Protective Services, Year 3 of 6 (cps_24)	O-ILA-CC DFS	6/30/2024	\$81,078	End of project period	1.00	The renewal for FY2025 is in progress, will be Year of 4 of 6
State of Nevada, Crisis Response, (crcvd_22)	P-CDC	6/30/2024	\$500,000	End of project period	4.41	Project not expected to renew
State of Nevada, Public Health Preparedness, (cri_24)	P-CDC	6/30/2024	\$845,896	End of project period	3.40	The renewal for FY2025 is in progress
State of Nevada, Public Health Preparedness, carryover of BP4, (crico_24)	P - CDC	6/30/2024	\$78,209	End of project period	0.00	The renewal for FY2025 is in progress
State of Nevada, Family Planning, Year 1 of 2, (fpnv_24)	F-OASH	6/30/2024	\$400,500	End of project period	1.90	The renewal for FY2025 is in progress
FQHC Incubator Project, State Grants Management Unit Fund for Health Nevada, Behavioral Health (hcincu24)	State NV	6/30/2024	\$150,000	End of project period	1.80	The renewal for FY2025 is in progress
State of Nevada, National Cardiovascular Health Program, Year 1 of 5, (hds04_23)	P-CDC	6/30/2024	\$93,018	End of project period	0.55	The renewal for FY2025 is in progress
State of Nevada, Public Health Preparedness,	P-ASPR	6/30/2024	\$54,964	End of project period	0.00	The renewal for FY2025 is in progress

<b>Grants Expired – June 2024</b>						
<b>Project Name</b>	<b>Grantor</b>	<b>End Date</b>	<b>Amount</b>	<b>Reason</b>	<b>FTE</b>	<b>Comments</b>
carryover of hpp_24 (hp2co_24)						
State of Nevada, Public Health Preparedness, (hpp_24)	P-ASPR	6/30/2024	\$1,398,330	End of project period	5.90	The renewal for FY2025 is in progress
State of Nevada, Public Health Preparedness, carryover of hpp_24, (hppco_24)	P-ASPR	6/30/2024	\$205,695	End of project period	0.00	The carryover is for 12 months
State of Nevada, Immunization CORE Program, Year 5 of 5 (imm_24)	P-CDC	6/30/2024	\$1,045,107	End of project period	7.65	The renewal for FY2025 is in progress
Nevada State Immunization Program COVID-19 Round 4, (immcv_22)	P-CDC	6/30/2024	\$8,409,781	End of project period	10.15	Amendment to extend to 12/31/24 was issued by state and is in progress
State of Nevada, COVID-19 Vaccination Services, Year 5 of 5 (immcv_24)	P-CDC	6/30/2024	\$260,000	End of project period	0.00	Project not expected to renew
State of Nevada, Nevada Home Visiting TANF, Year 2 of 2 (nfptf_24)	P-ACF	6/30/2024	\$813,000	End of project period	6.00	The renewal for FY2025 is in progress
Thrive by Zero to Three Prevention Services, Interlocal Agreement (oagth_23)	O-ILA-CC	6/30/2024	\$69,152	End of grant	1.00	Awarded for FY2025 and is in progress
State of Nevada, Public Health Preparedness Program, Year 4 of 4 (pheap_24)	P-CDC	6/30/2024	\$2,046,019	End of project period	12.50	The renewal award for FY2025 is in progress, will be Year 1 of 4
State of Nevada, Public Health Emergency Preparedness Program,	P-CDC	6/30/2024	\$348,064	End of project period	0.00	The carryover is for 12 months

Grants Expired – June 2024						
Project Name	Grantor	End Date	Amount	Reason	FTE	Comments
Carryover (phpco_24)						
State of Nevada, Safe Drinking Water, (sdw_24)	P-EPA	6/30/2024	\$150,000	End of project period	0.97	The renewal for FY2025 is in progress
Nevada Clinical Services, Tobacco Control, Year 1 of 2 (tobnacs24)	O-Nevada Clinical	6/30/2024	\$465,300	End of grant	1.00	The renewal award for FY2025 is in progress, will be Year 2 of 2
State of Nevada, Underground Storage Tanks, Year 3 of 4, (ust_24)	P- EPA	6/30/2024	\$212,500	End of project period	1.95	The renewal award for FY2025 is in progress
State of Nevada, Fund for Healthy Nevada (vapfhn24)	State NV	6/30/2024	\$333,333	End of project period	0.30	The renewal award for FY2025 is in progress

Grants Awarded – June 2024							
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE
State of Nevada, ARPA State and Fiscal Recovery Fund, Nevada Healthy Eating Active Living 5-2- 1-0 Program, Amendment #1 (obpre_24)	P-U.S. Treasury	6/3/2024	7/1/2023	6/3/2025	\$67,015	Extension of end date and addition of funds	0.50
State of Nevada, HIV Prevention and Surveillance Program, Amendment #2 (hivsv23)	P-CDC	6/5/2024	1/1/2024	7/31/2024	\$88,828	Extension of end date	1.30
HRSA Primary Health Care, Health Center Service Area, Quality Improvement, (hcqiqa24)	F-HRSA	6/7/2024	2/1/2024	1/31/2025	\$34,932	Supplement funding for quality improvement to HCSAC_24	0.00
State of Nevada, HIV Prevention and Surveillance Program,	P-CDC	6/13/2024	1/1/2024	7/31/2024	\$1,034,024	Extension of end date	12.8 8

Grants Awarded – June 2024							
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE
Amendment #3 (hivprv23)							
State of Nevada, Public Health Preparedness, carryover of hpp_24, (hp2co24)	P-ASPR	6/14/2024	7/1/2023	6/30/2024	\$54,965	Extension of end date	0.00
State of Nevada, Tobacco Control Program, Year 5 of 5 (tob_24)	P-CDC	6/16/2024	4/29/2024	4/28/2025	\$354,667	FY2024 renewal	0.95
NH28CE0003534 -02-00 Overdose to Action Project, Year 2 of 5 (odta_25)	P-CDC	6/28/2024	9/1/2024	8/31/2025	\$2,550,000	FY2025 renewal	9.40

Contracts Awarded – June 2024							
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE
Gilead Sciences, Inc. Master FOCUS Agreement Exhibit C.4 C1900067, Sexual Health Outreach Prevention Program (gsshc_24)	CONTRACT	6/12/2024	10/1/2023	9/30/2024	\$2,930	Addition of funds	0.00

Grants Recommended But Unfunded – June 2024							
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE
NH25PS20240032 82, Centers for Disease Control and Prevention, NOFO PS24-0003 Support and Scale Up of HIV Prevention Services in Sexual Health Clinics (SHIPS) (hchps)	F-CDC	7/7/2024	N/A	N/A	N/A	Recommend ed for approval, but funds are not available at this time	N/A

## Health Cards

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1. We have continued to conduct Food Handler Safety Training Card testing at the Decatur, Fremont and Henderson offices changed as follows:
  - a. Advance appointments open each weekday morning at 6 a.m. for that day in the following week.
  - b. Walk-in clients are accepted throughout the day as capacity allows. An online pre-registration system allows clients to submit their information in advance, which helps speed the check-in process upon arrival.
2. For the month of June, we averaged 77 “passing and paying” online renewal clients per day, with a total of 2,312 clients renewing online.
3. A card number lookup system was added to our website, allowing food handler and body art clients to look up their own card number and check the status of their card. It also allows employers to verify an employee’s card status.
  - a. For food handler cards: [www.snhd.info/foodhandlerlookup](http://www.snhd.info/foodhandlerlookup)
  - b. For body art cards: [www.snhd.info/bodyartlookup](http://www.snhd.info/bodyartlookup)

<b>CLIENTS SERVED</b>	<b>June 2024</b>	<b>May 2024</b>	<b>Apr 2024</b>	<b>Mar 2024</b>	<b>Feb 2024</b>	<b>Jan 2024</b>
FH Cards – New	6,836	7,409	7,088	6,428	6,181	6,932
FH Cards – Renewals	970	1,069	758	551	458	485
FH Cards – Online Renewals	2,312	2,371	1,808	1,071	638	712
Duplicates	503	612	532	469	537	521
CFSM (Manager) Cards	279	253	286	195	241	290
Re-Tests	1,568	1,685	1,633	1,369	1,333	1,443
Body Art Cards	97	107	113	125	112	128
<b>TOTALS</b>	<b>12,565</b>	<b>13,506</b>	<b>12,218</b>	<b>10,208</b>	<b>9,500</b>	<b>10,511</b>

## Human Resources (HR)

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### **Employment/Recruitment:**

- 0 New job titles for June
- 802 active employees as of July 1, 2024
- 3 New Hires, including 0 rehires and 0 reinstatements
- 17 Terminations, including 0 retirements
- 1 Promotion, 6 Flex-reclasses
- 0 Transfers, 1 Lateral Transfer
- 3 Demotions
- 26 Annual Increases
- 33 Evaluations received and recorded in Financial Enterprise
- 108 Interviews
- 35 Offers extended (5 offers declined)
- 7 Recruitments posted
- Turn Over Rates

- Administration: 1.08%
- Community Health: 1.02%
- Disease Surveillance & Control: 8.8%
- Environmental Health: 1.02%
- Primary & Preventive Care: 0.00%
- FQHC: 0.91%

**Temporary Employees**

- 29 Temporary Staff
- 0 New Agency Temporary Staff Member
- 0 Agency Temporary Staff Members assignment ended

**Employee/Labor Relations**

- 0 Coaching and Counseling, 0 Verbal Warnings, 0 Written Warnings, 0 Suspensions, 0 Final Written Warning, 0 Terminations, 0 Probationary Releases
- 4 Grievances
- 2 Arbitrations
- 50 Hours of Labor Meetings (with Union)
- 40 hours investigatory meetings
- 1 Investigation
- 13 Complaints & Concerns
- 100 Hours ER/LR Meetings with managers or employees
- Number of EEOC/NERC and EMRB cases: 4

**Interns**

There were a total of 24 interns and 610 applied public health practice hours in June 2024.

<b>Interns and Clinical Rotations</b>	<b>June 2024</b>	<b>YTD</b>
Total Number of Interns <sup>1</sup>	24	108
Internship Hours <sup>2</sup>	610	5,000

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

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

**Information Technology (IT)**

	<b>June 2023</b>	<b>June 2024</b>		<b>YTD FY23</b>	<b>YTD FY24</b>	
<b>Service Requests</b>						
Service Requests Completed	1,151	738	↓	13,486	12,272	↓
Service Requests Opened	1,269	853	↓	14,057	13,764	↓
<b>Information Services System Availability 24/7</b>						
Total System	98.18	97.37	↓	98.40	97.58	↓

<b>*Total Monthly Work Orders by Department</b>	<b>June 2023</b>	<b>June 2024</b>		<b>YTD FY23</b>	<b>YTD FY24</b>	
Administration	311	170	↓	4,047	3,309	↓
Community Health	132	122	↓	2,446	1,396	↓
Environmental Health	177	127	↓	1,958	2,102	↑
**Primary & Preventive Care	249	187	↓	1,304	2,571	↑
**Disease Surveillance & Control	228	103	↓	873	1,836	↑
**FQHC	153	114	↓	493	1,946	↑
Other	12	8	↓	56	155	↑
<b>First Call Resolution &amp; Lock-Out Calls</b>						
Total number of calls received	1,269	853	↓	14,057	13,764	↑

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

\*\*No historical info from previous years to report, YTD beginning Feb 2023

## Workforce Team – Public Health Infrastructure Grant (PHIG)

### **Workforce Team**

- Workforce engagements:
  - Worked with Health Equity to shore up their progress report and requested goals, milestones, and progress of current projects
  - Met with Human Resources to discuss budget revisions impacting their operations within the PHIG workplan
- All-Hands Retreat 2025 – Signed no fee/no payment lease for October 9, 2025 in preparation for the All-Hands Retreat

### **CDC’s Director’s Visit**

- Collaborated with local PHIG administration team to create a poster highlighting impact and value created in our community from the infrastructure grant
- Provided Poster of PHIG Wins in Southern Nevada for the CDC Director’s visit on June 11, 2024
- Attended luncheon participating in discussion with the CDC Director, Dr. Mandy Cohen
- Served as talking points for communicating the team’s efforts to the CDC Director during their visit to SNHD

### **CDC Requirements**

- Completed 2024 CDC Funded Recipient’s Survey

### **Non-Competing Continuations Application Process – A2 (Foundational Capabilities) Budget Period (BP) 3**

- Received Notice of Award for A1 (Workforce) and A2 (Foundational Capabilities) budget revisions
- Submitted Notice of Award questions related to the budget and travel; Task completed May 3, 2024 to CDC

### **Performance Management**

- Identified and solved two software issues with vendor
- Created proposal to drive results in the next strategic planning meeting (October 2024)
  - Incorporating best practices from ASTHO, PHF, and NNPHI



- Scheduled time with Deputy Director to review
- Delivered 6 hours of support to 9 persons throughout the month to better utilize the tool
- Attended 2.5 days of Virtual Public Health Improvement Training conference
  - Multiple sessions covering QI, KPIs, Strategic Planning, Change Management, and Workforce Development
  - 23 hours of content relevant to SNHD work was streamed in real-time with recordings and downloads available for most sessions to reference for the numerous concurrent sessions
  - Cost was included in previous conference registration fees

### **Quality Improvement**

- Launched Boundary Spanning Leadership workshop for more than 39 participants re. building a QI culture at SNHD for high performance and exceeding PHAB Reaccreditation standards.
  - 8 hours of contact time from ASTHO facilitation team with content designed by Center for Creative Leadership (CCL)
  - Began planning of 3:90-minute group coaching sessions to apply concepts learned in the workshop
    - All included at no cost through Technical Assistance in the PHIG grant
- Strategized with Performance Management/QI Team on assistance with Strategic Planning process starting in October
  - Building ties from program work in each division upward through District Priorities in current and subsequent Strategic Plan goals

### **PHAB Reaccreditation**

- Contributors have loaded 90%+ of project activities into VMSG Dashboard system to hold all projects, deadlines, and documentation for Reaccreditation
  - The project of codifying enabling and terminal objectives across the 10 domains have driven renewed interest and strategy from more than 8 contributors.
- Developed planning and commitment from vendor to conduct document review for select PHAB documents. This vendor, Pearls of Wisdom, is the same firm that played a pivotal role in the initial Accreditation Process. Their experience as a Site Visitor and advisor to PHAB provides critical insight as SNHD prepares documentation to move to Reaccredited status in 2027.

## Appendix A – Office of Communications

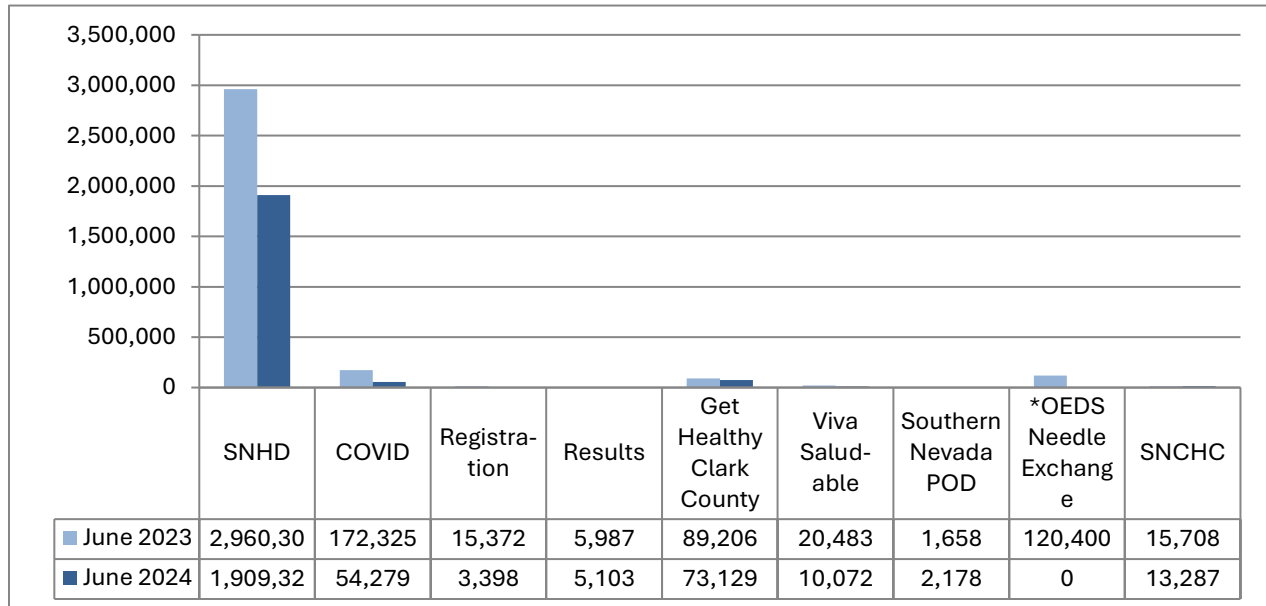
### Media, Collateral and Community Outreach Services:

Media – Digital/Print Articles  
Media - Broadcast stories  
Collateral - Advertising/Marketing Products  
Community Outreach - Total Volunteers<sup>1</sup>  
Community Outreach - Volunteer Hours

	June 2023	June 2024		YTD FY23	YTD FY24	
Media – Digital/Print Articles	46	50	↑	742	454	↓
Media - Broadcast stories	116	245	↑	1,661	1,521	↓
Collateral - Advertising/Marketing Products	15	32	↑	648	778	↑
Community Outreach - Total Volunteers <sup>1</sup>	9	8				
Community Outreach - Volunteer Hours	752	576	↓	6,515	7,328	↑

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

### Monthly Website Page Views:



\*OEDS Needle Exchange is updating how these will report. There is no report for the month of May.

Social Media Services		June 2023	June 2024		YTD FY23	YTD FY24
Facebook SNHD	Likes/Followers	13,301	13,441	↑	N/A	N/A
Facebook GHCC	Likes/Followers	6,129	6,123	↓	N/A	N/A
Facebook SHC	Likes/Followers	1,657	1,642	↓	N/A	N/A
Facebook THNK/UseCondomSense	Likes/Followers	5,403	5,308	↓	N/A	N/A
Facebook Food Safety	Likes/Followers	137	167	↑	N/A	N/A
Instagram SNHD	Followers	4,259	4,580	↑	N/A	N/A
Instagram Food Safety	Followers	532	528	↓	N/A	N/A
Instagram GetHealthyCC	Followers	71	194	↑	N/A	N/A
**Instagram @Ez2stop	Views	--	144	↑	N/A	N/A
X (Twitter) EZ2Stop	Followers	434	431	↓	N/A	N/A
X (Twitter) SNHDflu	Followers	1,862	1,840	↑	N/A	N/A
X (Twitter) Food Safety	Followers	100	104	↑	N/A	N/A
X (Twitter) SNHDinfo	Followers	10,462	10,334	↓	N/A	N/A
X (Twitter) TuSNHD	Followers	339	343	↓	N/A	N/A

<b>Social Media Services</b>		<b>June 2023</b>	<b>June 2024</b>		<b>YTD FY23</b>	<b>YTD FY24</b>
X (Twitter) THINK/ Use Condom Sense	Followers	696	683	↓	N/A	N/A
X (Twitter) SoNVTraumaSyst	Followers	134	127	↓	N/A	N/A
*Threads SNHD	Followers	--	788	↑	N/A	N/A
**TikTok @Ez2stop	Views	--	14	↑	N/A	N/A
YouTube SNHD	Views	186,700	229,944	↑	1,521,798	2,522,091
YouTube THINK / UseCondomSense	Views	184	185	↑	3,618	4,597
<p>Note: Facebook, Instagram and X (Twitter) numbers are not cumulative.            *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.            **Ez2stop syphilis campaign added to TikTok and Instagram.</p>						

# Appendix B – Finance – Payroll Earnings Summary – May 25, 2024 to June 7, 2024

**PAYROLL EARNINGS SUMMARY**  
**May 25, 2024 to June 07, 2024**

	Pay Period	Calendar YTD	Fiscal YTD	Budget 2024	Actual to Budget	Incurred Pay Dates to Annual
PRIMARY & PREVENTATIVE CARE	\$ 301,417.46	\$ 3,642,684.42	\$ 7,764,301.49	\$ 9,098,685.00	85%	
ENVIRONMENTAL HEALTH	\$ 595,435.99	\$ 7,262,885.95	\$ 14,893,453.35	\$ 15,107,069.00	99%	
COMMUNITY HEALTH	\$ 284,514.39	\$ 3,892,140.49	\$ 8,633,015.68	\$ 9,872,437.00	87%	
DISEASE SURVEILLANCE & CONTROL	\$ 406,073.85	\$ 4,720,730.28	\$ 9,899,327.05	\$ 10,823,866.00	91%	
FQHC	\$ 325,055.69	\$ 3,868,970.75	\$ 7,805,427.04	\$ 8,665,479.00	90%	
ADMINISTRATION W/O ICS-COVID	\$ 565,933.21	\$ 6,259,699.82	\$ 13,307,162.91	\$ 13,513,620.00	98%	
ICS-COVID General Fund	\$ -	\$ -	\$ -	\$ -	0%	
ICS-COVID Grant Fund	\$ -	\$ -	\$ -	\$ -		
<b>TOTAL</b>	<b>\$ 2,478,430.59</b>	<b>\$ 29,647,111.71</b>	<b>\$ 62,302,687.52</b>	<b>\$ 67,081,156.00</b>	<b>93%</b>	<b>96%</b>

FTE 807

Regular Pay	\$ 1,845,651.56	\$ 24,149,709.52	\$ 50,110,536.21
Training	\$ 15,999.47	\$ 85,642.91	\$ 222,705.69
Final Payouts	\$ 26,809.86	\$ 333,691.99	\$ 615,514.83
OT Pay	\$ 11,380.94	\$ 192,715.44	\$ 494,165.47
Leave Pay	\$ 540,115.32	\$ 4,260,158.62	\$ 8,534,225.18
Other Earnings	\$ 38,473.44	\$ 625,193.23	\$ 2,325,540.14
<b>TOTAL</b>	<b>\$ 2,478,430.59</b>	<b>\$ 29,647,111.71</b>	<b>\$ 62,302,687.52</b>

**BI-WEEKLY OT/CTE BY DIVISION/DEPARTMENT**  
**May 25, 2024 to June 07, 2024**

**Overtime Hours and Amounts**

**Comp Time Hours Earned and Value**

**ADMINISTRATION**

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Galaviz, Monica		5.00	316.77			
Thede, Stacy		1.00	30.96			
Murphy, Melissa		4.00	144.44			
Arzate, Mario		8.00	240.96			
Sanabria, Luis		4.00	114.43			
Arriaga, Jocelyn		2.50	92.51			
Urena, Maite		4.50	135.56			
Total Administration		<b>29.00</b>	<b>1075.63</b>		<b>0.00</b>	<b>0.00</b>

**COMMUNITY HEALTH SERVICES**

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
				Barry Nancy	1	32.73
Total Community Health Services		<b>0.00</b>	<b>0.00</b>		<b>1.00</b>	<b>32.73</b>

FQHC-COMMUNITY HEALTH CLINIC

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Orea-Valencia, Mirelly		1	38.96	Villalobos Yolanda	0.75	\$ 19.01
Total FQHC-Community Health Clinic		1.00	38.96		0.75	19.01

PRIMARY & PREVENTIVE CARE

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Maciel-Perez, Marisol	IMMEQ_22	11.5	549.7			
Contreras, Alondra	IMMSPF24	2.25	157.86			
Wong, Michelle	IMMEQ_22	3	180.65			
Walker, Amber	IMMEQ_22	0.25	9.25			
Robles, Cynthia		11	512.97			
Arquette, Jocelyn		1.25	87.7			
Hodge, Victoria		10	478			
Miranda, Consuelo		1	28.60751			
Miranda, Consuelo	IMMSPF24	0.5	14.3025			
Total Primary & Preventative Care		40.75	2019.04		0.00	0.00

ENVIRONMENTAL HEALTH

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Taylor, George		2	126.71	Valadez Alexis	3.75	\$ 119.50
Sheffer, Thanh		10.5	632.27	Santiago Anthony	2.75	\$ 116.15
Piar, Diane		7.5	451.63	Brenda	4.5	\$ 210.49
Ortiz-Rivera, Vanessa	FDILL_24	2.75	165.6	Concepcion Derrell Glen	1	\$ 27.34
Rich, Victoria		1.75	100.15	Cavin Erin	7.75	\$ 327.33
Parangan, Christopher	FDILL_24	0.5	27.15209	Craig Jill	2	\$ 57.63
Parangan, Christopher		21	1140.38778	Nguyen Linda	2	\$ 80.29
Rakita, Daniel		11.5	536.29	Diaz-Ontiveros Luz	4	\$ 124.36
Wells, Jordan		10	466.33	Calzado Neil	4	\$ 124.36
Najera, Luisa		1.75	75.64	Sharif Rabea	3.25	\$ 127.15
Sabour, Isabella		18.5	778.85	Ramakrishnan Veena	2.5	\$ 92.86
Hall, Alyssa		0.5	21.05	Whiting Willandra	1.5	\$ 58.69
Decicco, Natalya		2.5	105.25	Thompson William B	7.5	\$ 278.57
Moreno, Kristina		1.5	81.46			
Cummins, Veronica		12	619.63			
Reyes, Abegail		2	98.18			
Choi, Jessica	FDILL_24	2	98.18			
Ross, Alyssa		3.75	162.08			
Brounstein, Jodi		1.25	79.19			
Navarrete, George (Larry)		1	70.16			
Wills, Jerry		3.5	172.72			
Darang, Chase		3	143.4			
Erickson, Sarah		0.75	31.58			
Martucci, Graciela		6	380.13			
Leycegui, Ignacio		3.5	239.2			
Daspit, Theresa		0.5	31.68			
Schamaun, Kris		5	245.45			
Hall, Latonia (Tonia)		7	421.52			
Hernandez, Stephanie	FDILL_24	1.5	81.46			
Hernandez, Stephanie		2	108.61			
Sripramong, Jacqueline		1.5	64.83			
Total Environmental Health		148.50	7756.77		46.50	1744.70

DISEASE SURVEILLANCE & CONTROL

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Ashraf, Benjamin	IMMEQ_22	9.5	490.54			
Total Disease Surveillance & Control		9.50	490.54		0.00	0.00
<b>Combined Total</b>		<b>228.75</b>	<b>11380.94</b>		<b>48.25</b>	<b>1796.44</b>

# Appendix C – Finance – Payroll Earnings Summary – June 8, 2024 to June 21, 2024

**PAYROLL EARNINGS SUMMARY**  
**June 08, 2024 to June 21, 2024**

	Pay Period	Calendar YTD	Fiscal YTD	Budget 2024	Actual to Budget	Incurred Pay Dates to Annual
PRIMARY & PREVENTATIVE CARE	\$ 305,768.27	\$ 3,948,452.69	\$ 8,070,069.76	\$ 8,199,795.00	98%	
ENVIRONMENTAL HEALTH	\$ 590,038.37	\$ 7,866,102.93	\$ 15,496,670.33	\$ 15,499,770.00	100%	
COMMUNITY HEALTH	\$ 284,373.73	\$ 4,178,873.79	\$ 8,919,748.98	\$ 9,442,636.00	94%	
DISEASE SURVEILLANCE & CONTROL	\$ 352,277.83	\$ 5,073,485.97	\$ 10,252,082.74	\$ 10,499,853.00	98%	
FQHC	\$ 326,077.15	\$ 4,197,737.46	\$ 8,134,193.75	\$ 8,326,227.00	98%	
ADMINISTRATION W/O ICS-COVID	\$ 557,960.82	\$ 6,817,660.64	\$ 13,865,123.73	\$ 13,069,206.00	106%	
ICS-COVID General Fund	\$ -	\$ -	\$ -	\$ -	0%	
ICS-COVID Grant Fund	\$ -	\$ -	\$ -	\$ -		
<b>TOTAL</b>	<b>\$ 2,416,496.17</b>	<b>\$ 32,082,313.48</b>	<b>\$ 64,737,889.29</b>	<b>\$ 65,037,487.00</b>	<b>100%</b>	<b>100%</b>

FTE 804

Regular Pay	\$ 1,772,139.74	\$ 25,923,035.89	\$ 51,883,862.58
Training	\$ 714.27	\$ 86,357.18	\$ 223,419.96
Final Payouts	\$ 2,881.50	\$ 350,749.51	\$ 632,572.35
OT Pay	\$ 17,965.90	\$ 210,681.34	\$ 512,131.37
Leave Pay	\$ 599,329.92	\$ 4,862,353.63	\$ 9,136,420.19
Other Earnings	\$ 23,464.84	\$ 649,135.93	\$ 2,349,482.84
<b>TOTAL</b>	<b>\$ 2,416,496.17</b>	<b>\$ 32,082,313.48</b>	<b>\$ 64,737,889.29</b>

**BI-WEEKLY OT/CTE BY DIVISION/DEPARTMENT**  
**June 08, 2024 to June 21, 2024**

Overtime Hours and Amounts

Comp Time Hours Earned and Value

ADMINISTRATION						
Employee	Project/Grant Charged to	Hours	Amount	Employee	Hours	Value
Galaviz, Monica		1.75	110.87			
Thede, Stacy		2	61.91			
Kuahiwinui-McGuire, Brandon		5.25	158.13			
Munford, Elizabeth		2	98.18			
Shore, Steven		0.25	11.06			
Noches, Kimberly	ELDS_24	0.2	8.86			
<b>Total Administration</b>		<b>11.45</b>	<b>449.01</b>		<b>0.00</b>	<b>0.00</b>

COMMUNITY HEALTH SERVICES						
Employee	Project/Grant Charged to	Hours	Amount	Employee	Hours	Value
				Barry Nancy	0.5	16.36
<b>Total Community Health Services</b>		<b>0.00</b>	<b>0.00</b>		<b>0.50</b>	<b>16.36</b>

FQHC-COMMUNITY HEALTH CLINIC						
Employee	Project/Grant Charged to	Hours	Amount	Employee	Hours	Value
Orea-Valencia, Mirelly		1	38.96			
Henriquez, Sergio	FPNV_24	6	211.03			
Perez, Jose		0.25	9.51			
Chiu, James		0.15	9.5			
Carreon, Eduardo		0.25	14.67			
<b>Total FQHC-Community Health Clinic</b>		<b>7.65</b>	<b>283.67</b>		<b>0.00</b>	<b>0.00</b>

**PRIMARY & PREVENTIVE CARE**

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Maciel-Perez, Marisol	IMMEQ_22	15.5	740.90			
Wong, Michelle	IMMEQ_22	13	782.83			
Zavala, Isaac	IMMEQ_22	6	352.11			
Polintan, Michael	IMMCD_22	2	88.60			
Polintan, Michael	IMMEQ_22	8	354.39			
Luong, Stephen	IMMEQ_22	7.5	475.16			
Yuen, Tearra	IMMCD_22	1	38.02			
Bingham, Julie	IMMCD_22	1.5	97.51			
Bingham, Julie	IMMEQ_22	4.5	292.53			
Enzenauer, Lizette		21.75	1151.77			
Robles, Cynthia		1.5	69.95			
Bernabe, Xandee		9.5	633.27			
Costanzo, Catherine	IMMEQ_22	5.5	322.77			
Homer, Ann Marie		0.75	40.73			
Hughes, DeAngelo	TBOUT_24	5	154.79			
Total Primary & Preventative Care		103.00	5595.33		0.00	0.00

**ENVIRONMENTAL HEALTH**

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Sheffer, Thanh		8.75	526.9	Hall Alyssa	2.25	63.15
Rich, Victoria		23.25	1330.6	Ryan Erica	0.75	20.50
Smith, Jess		5	271.51	Cavin Erin	0.25	10.56
Rakita, Daniel		13.5	629.56	Hernandez Lillian	7	191.37
Jones, Mallory		1.75	81.61	Nguyen Linda	2	80.29
Wells, Jordan		6	279.8	Diaz-Ontiveros Luz	2.625	81.61
Vinh, Jonathan		2.5	105.25	Decicco Natalya	3	84.20
Billings, Jacob		6.25	427.14	Calzado Neil	5	155.44
Edwards, Tara		5	333.3	Sharif Rabea	2	78.25
Moreno, Kristina		9.75	529.47	Erickson Sarah	5.4	151.56
Cummins, Veronica		5	264.77	Feng Yuzhen	2.38	88.40
Michel, Guillermo		6.25	291.46			
Thompson, Deshawn		7.25	297.31			
Navarrete, George (Larry)		4.5	315.73			
Darang, Chase		5.5	262.9			
Calzado, Neil		13	606.23			
Bidinger, Joy		1.5	68.15			
Hernandez, Stephanie		2	108.61			
Easterling, Karen		3	147.27			
Weber, Lauren		3.5	147.35			
Total Environmental Health		133.25	7024.92		32.66	1005.34

**DISEASE SURVEILLANCE & CONTROL**

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Montgomery, Joshua	HIVPRV23	8.75	526.9			
Burgess, Glenn	HIVPRV23	8.5	386.2			
Baltazar, Josephine	HIVPRV23	7	287.06			
Rossi Boudreaux-Thibodeaux, Dustin (T)	HIVPRV23	6	380.13			
Ewing, Tabitha	HIVPRV23	17	997.65			
Johnson, Monique	HIVPRV23	16.75	958.6			
Castro, Janet	HIVPRV23	9	430.2			
Hamilton, Samantha	HIVPRV23	7.75	294.67			
Bravo Rosas, Jazmin	HIVPRV23	9.5	351.56			
Total Disease Surveillance & Control		90.25	4612.97		0.00	0.00
<b>Combined Total</b>		<b>345.60</b>	<b>17965.90</b>		<b>33.16</b>	<b>1021.70</b>



# Memorandum

**Date:** July 25, 2024

**To:** Southern Nevada District Board of Health

**From:** **Cassius Lockett, PhD**, Deputy District Health Officer-Operations *CL*  
**Fermin Leguen, MD, MPH**, District Health Officer *FL*

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**Subject:** Community Health Division Monthly Activity Report – June 2024

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

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

The 2024 Move Your Way (MYW) Initiative kicked off in May. Move Your Way promotional and educational materials will be distributed at community events and sponsored pool parties that provide free admission for families during the summer to promote physical activity. In May, the CDPP team participated in two (2) events (“Slide into Summer” and “Dive into Summer” Pool Parties). Over 1,000 people participated in these events. In addition, CDPP and partners are also conducting targeted outreach to the Hispanic community to promote MYW at culturally specific events. In May, the CDPP team and promotoras attended three (3) events, reaching over 1,100 people with culturally and linguistically appropriate educational materials and resources to promote physical activity in the community.

CDPP, along with the organization “100 Black Men”, sponsored the May online kids cooking class. The class featured a heart-healthy recipe and in commemoration of Stroke Awareness Month, educational materials promoting heart health, were provided along with ingredients. Sixty people participated in the May class.

The CDPP CHWs participated in multiple community events (not already noted above) in May, to promote chronic disease prevention and self-management education and resources. CHWs participated in three (3) events, reaching over 300 people.

Our CDPP staff partnered with the Health Equity team to provide two (2) in-person DSMES classes in May. One class was taught in English at the YMCA by Health Equity team and one in Spanish at SNHD taught by CDPP staff. Twelve people participated in one of the classes.



The CDPP staff updated the Healthy Fellowship Guide. The Healthy Fellowship Guide is a guide for faith-based organizations to support implementation of physical activity and healthy eating policies, programs, and practices. It is available for download on the Get Healthy website.

CDPP worked with the CCSD Safe Routes to School program throughout the 2023-2024 school year. At the completion of the school year, the following outcomes were noted due to our support and partnership:

- The number of schools that received Achievement Level Recognition status increased by nearly 40%, increasing from 28 to 40. This includes eight (8) schools that reached Platinum Level (highest level), also an increase from last school year.
- Over 400 schools received SRTS support for programs and activities including bike rodeos, presentations, Walk and Roll and Nevada Moves Day programs, educational presentations for parents, safety equipment (signage, No U-Turn banners, yellow safety vests), and Positive Presence campaigns.
- SRTS partnered with the City of Las Vegas to conduct eleven (11) walk audits at local schools and 32 school observations and then worked with those schools to develop school action plans to increase safety.

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

The SNHD TCP's African American initiative titled Because We Matter, partnered with twelve (12) local churches for No Menthol May. No Menthol May is an opportunity to engage local faith leaders to help improve community health and reduce disparities related to tobacco use. Approximately 85% of African American adults who smoke use menthol cigarettes. Staff provided educational materials, including social media ads, videos, handouts, branded promotional items, and the Nevada Tobacco Quitline cessation information. These resources aim to raise community awareness about population-specific tobacco issues, flavoring in tobacco products, the risks of menthol tobacco products, tobacco marketing, and the harm to African Americans. Staff engaged the community, distributed educational and promotional materials, and presented on No Menthol May topics during outreach activities.

Because We Matter partnered with the 2024 Jazz in the Park Festival to offer performances every Saturday May 11<sup>th</sup> - June 8<sup>th</sup>. Staff provided educational materials on tobacco-related topics, including vaping, flavoring, and menthol, and promoted the Nevada Tobacco Quitline to attendees at all five (5) events. These events are smoke and vape-free. A total of three (3) events occurred in May with over 4,000 people in attendance.

The TCP is collaborating with statewide partners to conduct tobacco purchase assessments in tobacco retail settings statewide. These tobacco purchase assessments assess a retailer's adherence to Nevada's tobacco laws including ID verification. Additionally, tobacco retailers will be given a Tobacco Retailer toolkit to educate them on how to be a Responsible Retailer. The surveys began on April 1<sup>st</sup>, with 600 stores completed in Southern Nevada through the end of May.

The TCP's Hispanic/Latinx initiative, Por Mi Por Ti Por Nosotros, Viva Saludable partnered with the Mexican Patriotic Committee's annual Cinco de Mayo event; CCSD's Mariachi competition,

and Latinas in Power (LIP) painting event to promote tobacco-free lifestyles and cessation resources. Nearly 4,000 individuals attended the events.

The SNHD Tobacco Control Program's Native Hawaiian/ Pacific Islander initiative, Island eNVy, is partnered with the fourth Annual May Day event in Las Vegas on May 5<sup>th</sup>. This family friendly event was smoke and vape-free with over 450 in attendance.

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

### **A. Education Committee**

The Education Committee assists the OEMSTS, the Medical Advisory Board (MAB), and the QI Directors Committee in researching, developing, editing, and approving new and existing education for initial training and continuing education purposes. Members include volunteer representatives from permitted agencies, receiving hospitals, and individuals involved with the training of EMS professionals. The Committee continued its review of the educational outlines for current/new protocols.

### **B. Drug/Device/Protocol Committee (DDP)**

The DDP Committee assists the OEMSTS, the Medical Advisory Board (MAB), and the QI Directors Committee in researching, developing, and editing new and existing protocols. Members include volunteer representatives from permitted agencies, receiving hospitals, and individuals involved with the training of EMS professionals. The DDP continued working on proposed revisions to the Clark County EMS Emergency Medical Care Protocols.

### **C. Medical Advisory Board (MAB)**

The primary mission of the MAB is to support the Health Officer's role to ensure quality patient care within the EMS system by making recommendations and assisting in the ongoing design, operation, and evaluation of the EMS system from initial patient access to definitive patient care. The members include:

1. One (1) medical director from each firefighting/franchised agency.
2. One (1) operational director from each firefighting/franchised agency.
3. The Chairman of the Regional Trauma Advisory Board.
4. An employee of the Southern Nevada Health District whose duties relate to the administration and enforcement of EMS Regulations as an ex-officio member.

The Board heard reports from the above sub-committees.

**D. OEMSTS – June 2023 / 2024 Data**

EMS Statistics	June 2023	June 2024	
Total certificates issued:	74	139	↑
New licenses issued:	68	122	↑
Renewal licenses issued (recent only):	3	1	↓
Driver Only:	30	45	↑
Active Certifications: EMT:	886	946	↑
Active Certifications: Advanced EMT:	1754	1898	↑
Active Certifications: Paramedic:	1957	2091	↑
Active Certifications: RN:	64	70	↑

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

**A. Planning and Preparedness**

- Staff continued collaborating with Clark County and a software developer on an Impacted Persons Database. They are currently working through the legal implications of providing patient data to Resiliency Center for extension of services..
- OPHP continued to review and revise plans, threat response guides, and both internal and external training.
- OPHP staff are working to close out current grants and to obtain no cost extensions for these grants.
- The manager and supervisor provided an overview of the SNHD Preparedness Program, community partnerships, and recent response operations. Action items for White House considerations include ensuring federal coordination and alignment following emergencies, and request to CDC and ASPR for longer grant periods, with multi-year awards versus annual awards received currently. Discussions included successes and challenges.
- Planner I continued to draft the Administrative Preparedness Annex.
- Planners continue to review and revise the CHEMPACK, Nuclear and Radiation, Administrative Preparedness, Mass Care Support, and Highly Infectious Disease plans. They met with Human Resources to discuss procurement, payroll, contracts, and personnel needs for preparedness annex.
- Planner continued to update Threat Response Guides (TRGs) for Anthrax, Plague, Tularemia, Botulism, and Viral Hemorrhagic Fever (VHF). The VHF TRG was sent to subject matter experts within the district for review. All TRGs will have a Public Information and Warning component added to complete PHEP grant requirement.
- Assistance was provided to the revisions of the COVID AAR.

9. Planners continue to update the Nevada Continuity tool in order to streamline the process of generating a usable Continuity of Operations Plan (COOP).
10. Twenty-nine SNHD employees were fit tested for personal protective equipment.
11. Planner I participated in the EOP review for CCSD and CCSD-sponsored charter schools.
12. Planner I participated in the EOP review for ThrivePoint Academy of Nevada.
13. Planner I participated in the State of Nevada Department of Education EOP Working Group.
14. Planner I coordinated the automation of emergency notification system updates with IT and Human Resources.
15. Received and processed requests for HPP grant funding of emergency response equipment (City of NLV FD, Mountain View Hospital, Summerlin Hospital).
16. Senior Planner continued to review the *Aedes aegypti* Invasive Mosquito Plan and Community Reception Center Plan.
17. Planner I completed updates to MCM annex for first responders based on updated personnel counts from community partner agencies.
18. Planner I presented at Las Vegas Security Chiefs Association luncheon on Closed POD program.
19. Planner I began complete rewrite of Emergency Operations Basic Plan.

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

1. Trainers continue to develop Position Specific Task Books and related training curricula. PIO/Liaison Officer training was provided to twelve (12) emergency personnel staff on June 27, 2024. The next PST for Finance Section Chief scheduled for July 11, 2024.
2. New Hire Orientation for Emergency Preparedness and Security was not provided in June.
3. Fourteen (14) SNHD employees participated in CPR Training.
4. Senior Planner and Planner I continue to coordinate with Environmental Health, SNPHL, and EPA on exercise development for the EPA Water Laboratory Alliance Advanced Practice full scale exercise.
5. COOP tool training has been provided by Planners to Managers, Supervisors, and those delegated to update each Division, Department and Program at the SNHD.
6. Planner I completed the May 9<sup>th</sup> COOP Tabletop exercise, continuing work on After-Action Report.
7. Planner I attended DSLR PHEP NOFO & Exercise Supplemental Guidance Seminar.
8. Planner I applied for NACCHO MCM Working Group.
9. Sr. Planner participated in the LAS tram incident and aircraft fire Emergency Response tabletop exercise.
10. Sr Planner and Planner continue planning for EPA WLA AP Full Scale Exercise.

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

1. Trainers provided First Receiver Decontamination training to Mountain View Tenaya Hospital on June 26<sup>th</sup> for 15 personnel newly assigned to the HERT.
2. Our Trainer continues to coordinate with UMC Hospital on tentative First Receiver Decontamination Training on August 14<sup>th</sup>.
3. The trainer continues to coordinate with Hospital Radiation instructor John Lund from TRGroup regarding offering at UMC Hospital on September 17<sup>th</sup>.
4. The trainer received approval from DEM to bring back the following courses to Las Vegas in 2025/2026; TEEX Medical Preparedness & Response to Bombing Incidents, TEEX Medical Management of CBRNE Events and Radiological Training for Hospital Personnel.
5. SNHPC meeting was held on June 27<sup>th</sup>.
6. SNHPC Preparedness and Response Plans were approved at the June 27<sup>th</sup> meeting.
7. Twenty Hospital Area Command bags for stand-alone emergency departments assembled. Training for stand-alone ED staff coordinated with the Fire Department.
8. Clinical Advisor attended the Rural Health Preparedness Partners Education Symposium in Reno, NV.

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

1. Provide weekly written updates to SNCTC for public health awareness.
2. Provide public health input on threat assessment projects.
3. Review special events for public health concerns.
4. Develop appropriate connections to increase communication between SNHD, SNCTC and its partner organizations.

**E. Grants and Administration:**

1. OPHP received carryover subawards for the HPP grant.
2. Hired a new Senior Public Health Preparedness Planner for the PHEP/CRI program who will begin on July 1<sup>st</sup>.

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

1. MRC Coordinator planned training and activities for upcoming months, sent out newsletters, and continues to recruit and deactivate volunteers. Volunteer Management Plan was updated and submitted for approval.
2. MRC Coordinator attended her last NACCHO MRC Workgroup meeting and stepped down as chair after two consecutive two-year terms.

3. MRC Coordinator served at a North Las Vegas fire station open house, a church health fair, and at the SNHD NFP clinic. Activities included blood pressure checks, paperwork assistance, and general help.
4. MRC Coordinator attended ICS Logistics training.

**MRC Volunteer Hours FY2024 Q4**

(Economic impact rates updated April 2024):

Activity	April	May	June
Training	104	0	0
Community Event	42	0	32
SNHD Clinic	0	0	3.75
<b>Total Hours</b>	<b>146</b>	<b>0</b>	<b>35.75</b>
<b>Economic impact</b>	<b>\$5,864.29</b>	<b>0</b>	<b>\$1,197.27</b>

**IV. VITAL RECORDS**

- A. June 2024 is showing a 22.1% decrease in birth certificate sales compared to June 2023 (from 4,299 to 3,349). Death certificate sales during June 2024 show a 1.1% increase compared to June 2023 (from 7,559 to 7,641). SNHD received revenues of \$28,782 for birth registrations, \$22,334 for death registrations, and an additional \$7,100 in miscellaneous and convenience fees combined.

**COMMUNITY HEALTH Vital Statistics Program Birth/Deaths Registered – Fiscal Year Data**

Vital Statistics Services	June 2023	June 2024		FY 22-23 (June)	FY 23-24 (June)	
<b>Births Registered</b>	1,823	2,041	↑	23,786	23,745	↓
<b>Deaths Registered</b>	1,665	1,637	↓	21,275	21,158	↓
<b>Fetal Deaths Registered</b>	21	13	↓	202	197	↓

**COMMUNITY HEALTH Vital Statistics Program Birth/Deaths Certificates – Fiscal Year Data**

Vital Statistics Services	June 2023	June 2024		FY 22-23 (June)	FY 23-24 (June)	
Birth Certificates Sold (walk-in)	3	17	↑	342	557	↑
Birth Certificates Mail	176	106	↓	1,576	1,511	↓
Birth Certificates Online Orders	3,998	3,186	↓	45,169	41,897	↓
Birth Certificates Billed	122	40	↓	1,275	1,282	↑
<b>Birth Certificates Number of Total Sales</b>	<b>4,299</b>	<b>3,349</b>	<b>↓</b>	<b>48,362</b>	<b>45,247</b>	<b>↓</b>
Death Certificates Sold (walk-in)	12	23	↑	196	390	↑
Death Certificates Mail	157	200	↑	2,007	1,892	↓
Death Certificates Online Orders	7,331	7,395	↑	96,653	91,611	↓

Death Certificates Billed	59	23	↓	428	440	↑
<b>Death Certificates Number of Total Sales</b>	<b>7,559</b>	<b>7,641</b>	<b>↑</b>	<b>99,284</b>	<b>94,333</b>	<b>↓</b>

**COMMUNITY HEALTH Vital Statistics Program Birth/Deaths Cert. Sales by Source – Fiscal Year Data**

<b>Vital Statistics Sales by Source</b>	<b>June 2023</b>	<b>June 2024</b>		<b>FY 22-23 (June)</b>	<b>FY 23-24 (June)</b>	
Birth Certificates Sold Valley View (walk-in)	.1%	.5%	↑	.7%	1.2%	↑
Birth Certificates Mail	4.1%	3.2%	↓	3.3%	3.3%	
Birth Certificates Online Orders	93%	95.1%	↑	93.4%	92.6%	↓
Birth Certificates Billed	2.8%	1.2%	↓	2.6%	2.8%	↑
Death Certificates Sold Valley View (walk-in)	.2%	.3%	↑	.2%	.4%	↑
Death Certificates Mail	2.1%	2.6%	↑	2%	2%	
Death Certificates Online Orders	97%	96.8%	↓	97.4%	97.1%	↓
Death Certificates Billed	.8%	.3%	↓	.4%	.5%	↑

**COMMUNITY HEALTH Vital Statistics Program Birth/Deaths Certificates Sales – Fiscal Year Data**

<b>Revenue</b>	<b>June 2023</b>	<b>June 2024</b>		<b>FY 22-23 (June)</b>	<b>FY 23-24 (June)</b>	
<b>Birth Certificates (\$25)</b>	\$107,475	\$83,725	↓	\$1,209,050	\$1,131,175	↓
<b>Death Certificates (\$25)</b>	\$188,975	\$191,025	↑	\$2,482,100	\$2,358,325	↓
<b>Births Registrations (\$13)</b>	\$37,297	\$28,782	↓	\$446,004	\$390,871	↓
<b>Deaths Registrations (\$13)</b>	\$21,814	\$22,334	↑	\$277,082	\$272,844	↓
<b>Convenience Fee (\$2)</b>	\$8,208	\$6,706	↓	\$96,654	\$86,638	↓
<b>Miscellaneous Admin</b>	\$735	\$394	↓	\$8,180	\$7,560	↓
<b>Total Vital Records Revenue</b>	<b>\$364,504</b>	<b>\$332,966</b>	<b>↓</b>	<b>\$4,519,070</b>	<b>\$4,247,413</b>	<b>↓</b>

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

**B. PASSPORT SERVICES** – Passport Services is appointment only.

<b>Applications</b>	<b>June 2023</b>	<b>June 2024</b>		<b>FY 22-23 (June)</b>	<b>FY 23-24 (June)</b>	
Passport Applications	863	567	↓	9,549	7,877	↓
<b>Revenue</b>	<b>June 2023</b>	<b>June 2024</b>		<b>FY 22-23 (June)</b>	<b>FY 23-24 (June)</b>	
Passport Execution/Acceptance fee (\$35)	\$30,205	\$19,845	↓	\$334,215	\$275,695	↓

**V. HEALTH EQUITY**

- A. The Health Equity program received a No Cost Extension from the CDC COVID-19 Disparities Grant. This extension aims to enhance infrastructure support for COVID-19 prevention and control among underserved populations at higher risk.
  - 1. The program maintains collaborations with SNHD programs and grant subrecipients to plan and coordinate COVID-19 community strategies and events.
- B. The Health Equity Program is dedicated to reducing health disparities through increasing organizational capacity and implementing effective community strategies.
- C. The Health Equity Program works towards establishing community partnerships and collaborations to empower communities to address health disparities.
  - 1. The program continues to collaborate with Al Maun and Golden Rainbow to enhance community capacity to address health disparities through their diabetes prevention and Management program and a food distribution program to combat food insecurity.

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

**A. Clinical Testing:**

- 1. SNHD Nursing Division:
  - a. Molecular and microbiology culture.
  - b. Sexually Transmitted Disease (STD) testing.
- 2. SNHD STD Department:
  - a. Participates in the CDC Gonococcal Isolate Surveillance Project (GISP) and the enhanced Gonococcal Isolate Surveillance Project (eGISP).
  - b. SNPHL performs NAAT and culture testing of *N. gonorrhoeae* isolates and submits them to a reference laboratory for the determination of antibiotic susceptibility patterns.
  - c. SNPHL has joined eGISP Part B to expand culture-independent testing for antimicrobial resistance genes of gonococcal isolates.
- 3. The total monthly samples tested are listed in the table below:

Test Name	Monthly Count	Avg Year to Date
GC Cultures	36	47
NAAT NG/CT	1181	1225
Syphilis	749	892



RPR/RPR Titers	148/67	159/73
Hepatitis Total	1212	1159
HIV/differentiated	610/23	640/20
HIV RNA	90	95

4. COVID testing:

- Performed SARS-CoV-2 PCR extraction on the KingFisher Flex platform exclusively.
- SNPHL maintains a capacity of 2000 tests/day with a turnaround-time of <48 hours (current TAT two-day currently at / near goal).
- For June, the average daily testing volume was 18 with an average turnaround time of 42 hours from collection date to release of the 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 Tecan contract is subject to review by our contract office due to the unresolved problems.

Monthly summary of COVID PCR/NAAT testing:

Month	# PCR & NAAT/#POS	COVID	# PCR & NAAT/#POS
January	1,144/148	July	
February	1,160/77	August	
March	680/42	September	
April	204/18	October	
May	115/17	November	
June	365/77	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	2	6	4	2							24
	Campy Screen	11	17	3	15	5	3							54
Neisseria species	Gonorrhoeae Culture	48	85	47	41	24	36							281
	Gram Stain/WBC	0	0	0	0	5	0							10
	Neisseria ID	0	0	0	0	1	1							2
	Haemophilus ID	7	0	2	1	0	0							10
Unknown ID	Bacterial ID	0	0	0	0	0	1							1
	WGS (PulseNet)	27	24	16	30	24	19							140
Salmonella	Salmonella Screen	14	10	12	19	12	15							82
	Salmonella Serotype	13	10	12	16	14	12							77
Shigella	Shigella Screen	10	10	4	10	6	3							43
	Shigella Serotype	7	10	2	3	5	3							30
STEC	STEC Screen	10	2	2	4	1	4							23
	STEC Serotype	1	1	1	0	1	2							6
Unknown	Stool Culture	5	6	2	0	6	0							19
Vibrio	Vibrio ID	0	0	1	0	0	0							1
	Vibrio Screen	0	0	1	3	0	1							5
Yersinia	Yersinia Culture/ID	1	2	1	0	0	0							4

**B. Epidemiological Testing and Consultation:**

1. SNPHL participates in the SNHD Outbreak Investigation Committee and Foodborne Illness Taskforce. There were zero cases for GI outbreak investigation in June.
2. SNPHL continues to report results of influenza testing to the CDC National Respiratory and Enteric Virus Surveillance System (NREVSS). In June, SNPHL performed 31 respiratory panels on the BioFire.

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

1. 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	0	1	1	2	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 19 Whole Genome Sequencing tests (WGS) as part of PulseNet Foodborne Outbreak Surveillance in June 2024.
5. SNPHL uses Bruker MALDI-TOF instrument for streamlined screening of bacterial isolates. A total # of 211 bacterial organisms have been identified in June.
6. SNPHL is validated for sequencing of SARS-CoV-2 and variants of concern through the identification of lineages and clades.

7. 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 June 2024, SNPHL has sequenced 58 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	6	13	11	58	96						

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 June, we tested a total of 593 mosquito pool samples. There were 25 positive WNV mosquito pool samples identified in June. 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 June, a total of 29 clinical isolates, Neisseria gonorrhoeae seven (7) isolates and Neisseria meningitidis one (1) isolate, 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:**

1. SNPHL provides / assists testing for SNHD COVID 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 COVID Biosafety Training/Guidelines to Non-Traditional testing sites.
3. SNPHL coordinates with training/exercises for First Responders including local Civil Support Team, HazMat, Federal Bureau of Investigation, and Las Vegas Metropolitan Police Department.

4. 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. Perpetual Biosafety Training and guidance to SNPHL personnel.

**E. June 2024 SNPHL Activity Highlights:**

1. SNPHL has a stable CDC supply of Viral Transport Medium (VTM) used in COVD collection kits.
2. Passed the proficiency test with CAP COV2-B SARS COV2 100% graded; MGEN-A 2024 M. genitalium 100% graded. CAP HCV2-B 2024; HCV Viral Load 80% graded.
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. The validation for both instruments is being performed right now. The clinical chemistry instrument will be purchased using the FY25 GF budget.
4. The validation report of warrior panel has been completed in the Emergency Response laboratory.
5. According to the WGS and genomic data analysis, the Omicron variant JN. 1.1., lineages are domain lineages in June, 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 June 2024. The Whole Genome sequencing of June 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 and B/Victoria are major subtypes of influenza and the percentage of ratio between three (3) subtypes are 47%, 28%, and 25%, respectively.
8. 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. There was no suspect avian flu sample received in the lab in June.
9. SNPHL has validated the RSV subtyping method using PCR method and will share the data of environmental surveillance with CDC.
10. The document of the Shell and Core Basis of Design has been signed by Chief of Facilities Officer and Laboratory Director. The total number of SF for the new lab will be 12,600sf.

11. SNPHL will start to add Dengue PCR testing for Mosquito samples on the week of July 8, 2024.
12. Outreach, the new electronic ordering system, formally GOLIVE on Wednesday, May 8, 2024. We will set up a WebEx call with IT at Sunrise Hospital to establish Outreach electronic communication ordering and report tool in the week of July 15<sup>th</sup> – 19<sup>th</sup>.

**F. COMMUNITY HEALTH – SNPHL – Calendar Year Data**

June SNPHL Services	2023	2024	
Clinical Testing Services <sup>1</sup>	5,041	4,849	↓
Epidemiology Services <sup>2</sup>	2,180	420	↓
State Branch Public Health Laboratory Services <sup>3</sup>	262	0	↓
All-Hazards Preparedness Services <sup>4</sup>	12	3	↓
Environmental Health Services <sup>5</sup>	0	805	↑

<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:** July 16, 2024

**To:** Southern Nevada Community Health Center Governing Board

**From:** Randy Smith, Chief Executive Officer, FQHC <sup>RS</sup>  
Fermin Leguen, MD, MPH, District Health Officer <sup>KL</sup> *on behalf of FL*

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**Subject: Community Health Center FQHC Operations Officer Report – June 2024**

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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.

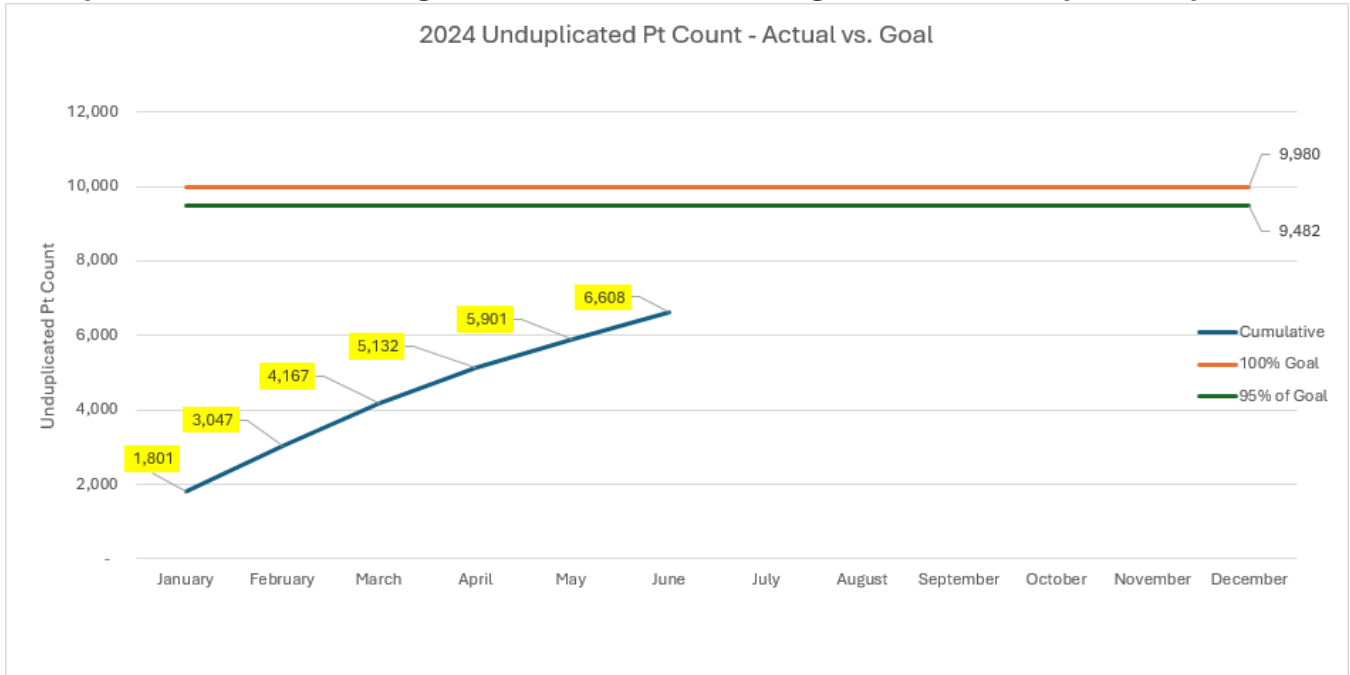
### May Highlights

#### Administrative

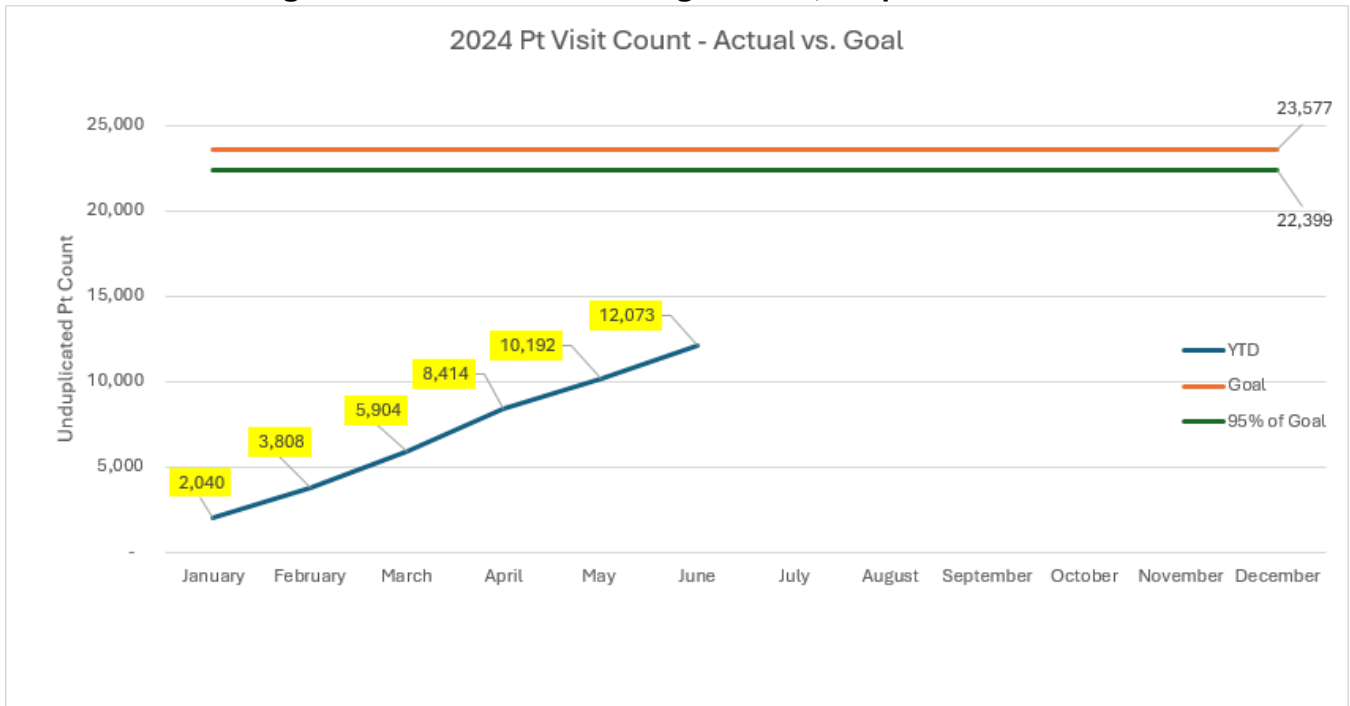
- Revisions to the Federal Tort Claims Act (FTCA) redeeming application are due July 14, 2024.
- The HRSA Behavioral Health Expansion grant application is submitted. Notice of awards are expected on September 1, 2024.
- HRSA released a New Access Point funding opportunity for approximately 77 awards nationwide. Applications are due September 30, 2024.
- The buildout of the new Behavioral Health Clinic at Decatur is underway.
- The Medical Director recruitment is active. New candidates are being screened.
- The new Quality Improvement Management Coordinator is scheduled to start on August 12, 2024.
- The new Clinical Staff Physician is scheduled to start on October 7, 2024.
- Employee Recognitions:
  - On the Spot Awards
    - Four employees recognized.
  - Exemplary Service
    - One employee recognized.

## Access

### Unduplicated Patients through June of 2024 – 66.21% to goal of 9980 unduplicated patients:



### Patient Visits through June of 2024 – 51.21% to goal of 23,577 patient visits:





### Provider Visits by Program and Site – June 2024

Facility	Program	JUNE '24	JUNE '23	JUNE YoY %	FY24 YTD	FY23 YTD	FY YTD YoY%
DEC & FRE	Behavioral Health	213	105	51%	1,869	1,480	21%
DEC & FRE	Ryan White	177	168	5%	2,638	2,133	19%
Decatur	Family Health	535	296	45%	5,367	2,631	51%
Fremont	Family Health	316	185	41%	2,721	1,724	37%
<b>Total</b>	<b>Family Health</b>	<b>851</b>	<b>481</b>	<b>43%</b>	<b>8,088</b>	<b>4,355</b>	<b>46%</b>
Decatur	Family Planning	174	111	36%	1,816	2,514	-38%
Fremont	Family Planning	121	169	-40%	1,044	1,402	-34%
<b>Total</b>	<b>Family Planning</b>	<b>295</b>	<b>280</b>	<b>5%</b>	<b>2,860</b>	<b>3,916</b>	<b>-37%</b>
ASEC	Sexual Health	76	100	-32%	1,425	1,293	9%
DEC & FRE	Sexual Health	545	545	0%	6,914	6,807	2%
<b>Total</b>	<b>Sexual Health</b>	<b>621</b>	<b>645</b>	<b>-4%</b>	<b>8,339</b>	<b>8,100</b>	<b>3%</b>
<b>Grand Total</b>		<b>2,157</b>	<b>1,679</b>	<b>22%</b>	<b>23,794</b>	<b>19,984</b>	<b>16%</b>

### Pharmacy Services

	Jun-23	Jun-24		FY23	FY24		% Change YOY
<b>Patient Encounters (Pharmacy)</b>	1,170	1,236	↑	13,870	15,977	↑	15.2%
<b>Prescriptions Filled</b>	1,611	1,955	↑	18,820	23,479	↑	24.8%
<b>Patient Clinic Encounters (Pharmacist)</b>	52	47	↓	584	455	↓	-22.1%
<b>Financial Assistance Provided</b>	15	18	↑	129	217	↑	68.2%
<b>Insurance Assistance Provided</b>	-	8	↑	29	72	↑	148.3%

- A. Dispensed 1,955 prescriptions for 1,236 patients.
- B. Completed 71 pharmacist patient clinic encounters.
- C. Assisted 18 patients to obtain medication financial assistance.
- D. Assisted eight (8) patients with insurance approvals.

## **Family Planning Services**

- A. The Family Planning program has seen year-over-year increases in the number of encounters provided for three consecutive months (April – June). This trend is expected to continue in FY25 as the health center’s newest providers continue to onboard and ramp up access to patient care services.
- B. The health center is leveraging the expertise of the Family Planning team in operationalizing the new HRSA clinical performance measure for CY24 that focuses on a patients’ pregnancy intentions.

## **HIV / Ryan White Care Program Services**

- A. The Ryan White program received 49 referrals between June 1<sup>st</sup> and June 30<sup>th</sup>. There were two (2) pediatric clients referred to the Medical Case Management program in June and the program received one (1) referral for pregnant women living with HIV during this time.
- B. There were 637 total service encounters in the month of June provided by the Ryan White program Linkage Coordinator, Eligibility Worker, Care Coordinators, Nurse Case Managers, Community Health Workers and Health Educator. There were 326 unduplicated clients served under these programs in June.
- C. The Ryan White ambulatory clinic had a total of 405 visits in the month of June, including: 23 initial provider visits, 140 established provider visits, 16 of which were telehealth encounters. There were 24 nurse visits and 218 lab visits. There were 62 Ryan White services provided under Behavioral Health by the Licensed Behavioral Health providers and the Psychiatric APRN during the month of June and 42 unduplicated clients served. There were 18 Ryan White clients seen by the Registered Dietitian under Medical Nutrition services in June.
- 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 17 patients enrolled and seen under the Rapid stART program in June.

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

- A. There are currently more than 100 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 Medical Assistant continues orientation in FQHC-SHC. There is one CHN vacancy in SHC due to an interdepartmental transfer.

## Refugee Health Program (RHP)

Services provided in the Refugee Health Program for the month of June 2024

Client required medical follow- up for Communicable Diseases	-
Referrals for TB issues	9
Referrals for Chronic Hep B	3
Referrals for STD	2
Pediatric Refugee Exams	15
Clients encounter by program (adults)	56
Refugee Health screening for May 2024	56
<b>Total for FY23-24</b>	<b>696</b>

## Eligibility and Insurance Enrollment Assistance

As a team, Eligibility Workers submitted a total of 50 applications for the month.

Applications	Status
41	Approved
12	Denied
5	Pending

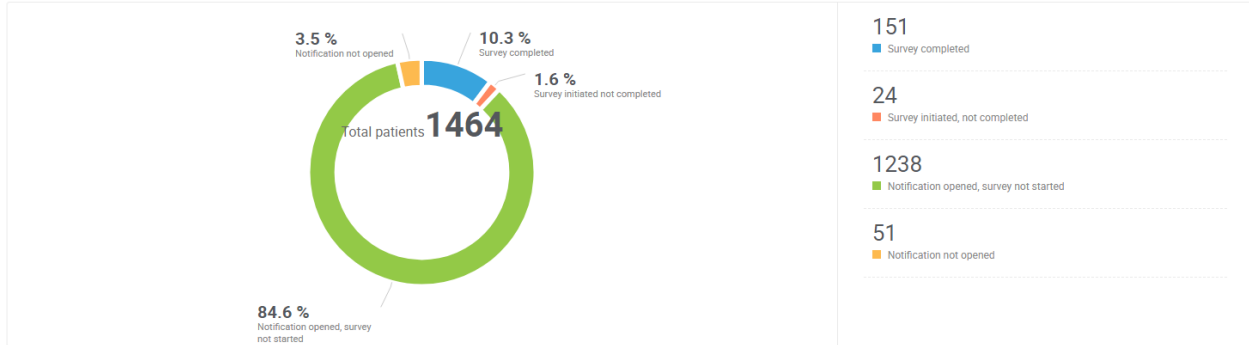
Training for CHWs to support Eligibility work has begun. Fremont is able to handle an eligibility referral from start to finish. The goal is to complete four or five referrals per week to ease the eligibility workload, and then begin training two staff at Decatur by August.

## Patient Satisfaction: See attached survey results.

SNCHC 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 – June 2024

## Overview



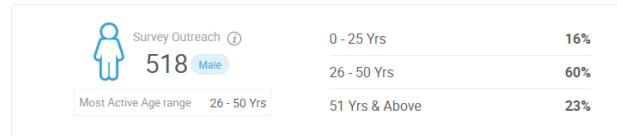
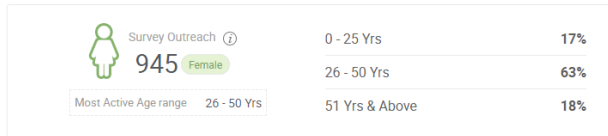
151  
Survey completed

24  
Survey initiated, not completed

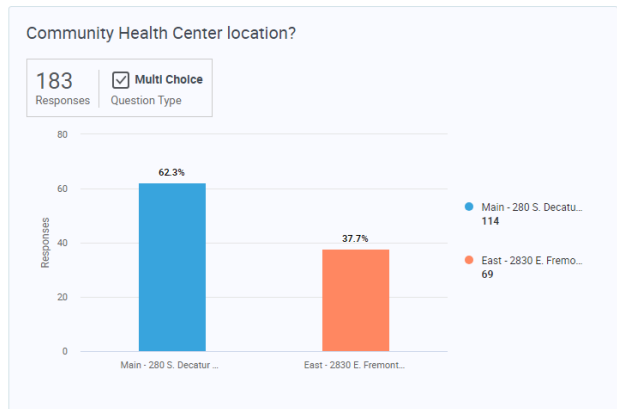
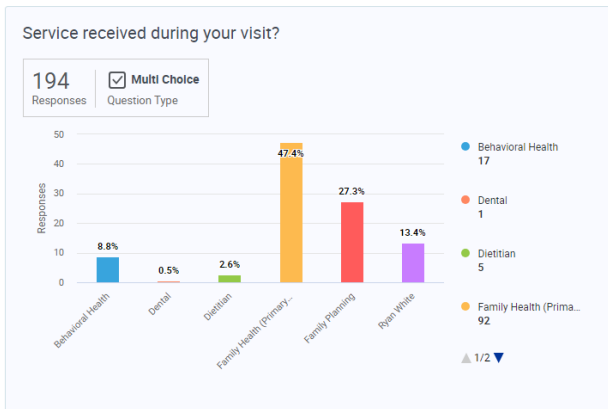
1238  
Notification opened, survey not started

51  
Notification not opened

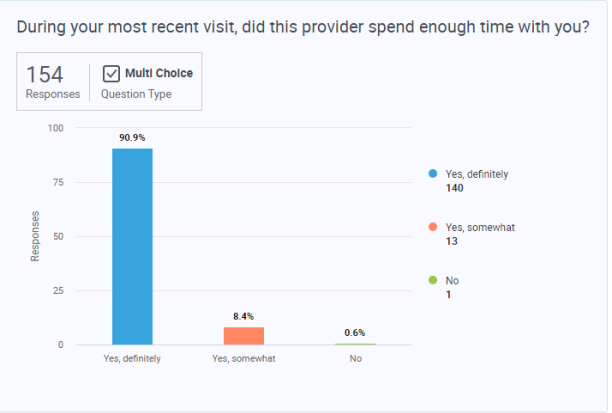
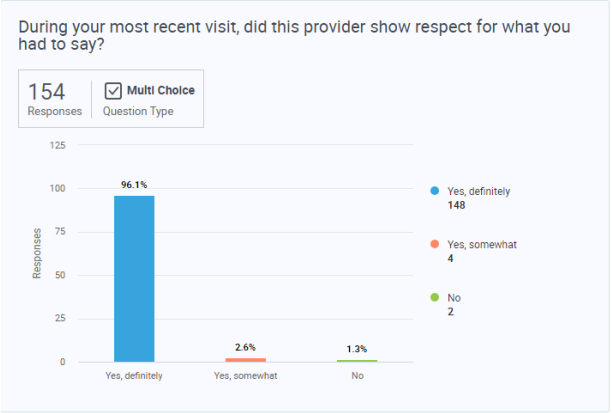
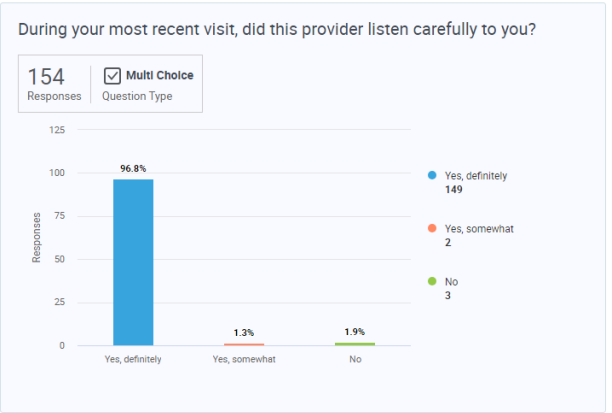
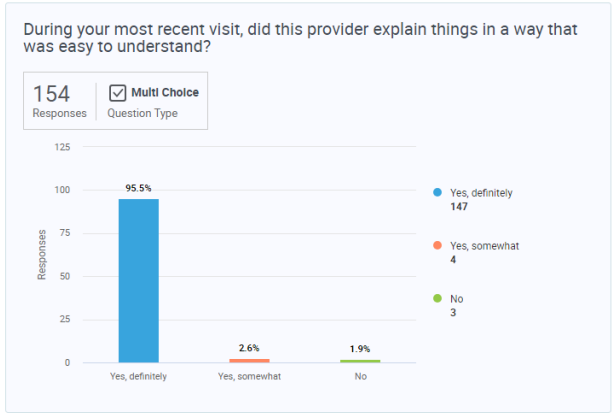
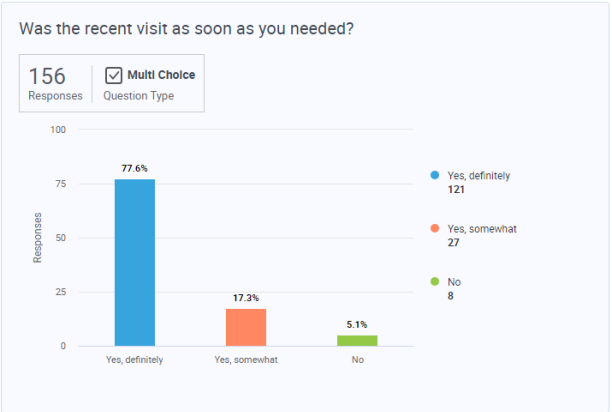
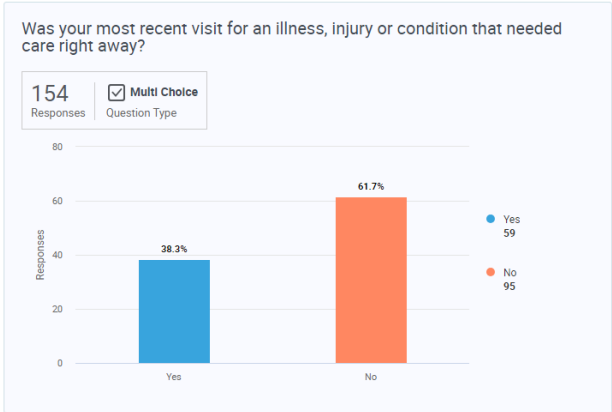
### Gender



## Service and Location

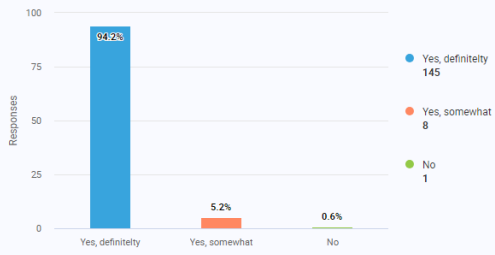


# Provider, Staff and Facility



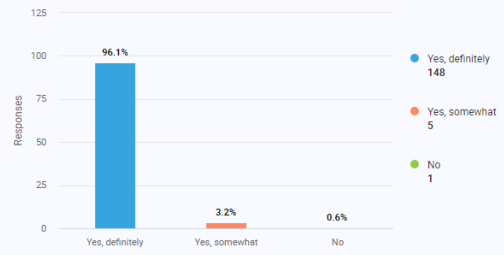
Thinking about your most recent visit, were the staff as helpful as you thought they should be?

154 Responses  Multi Choice Question Type



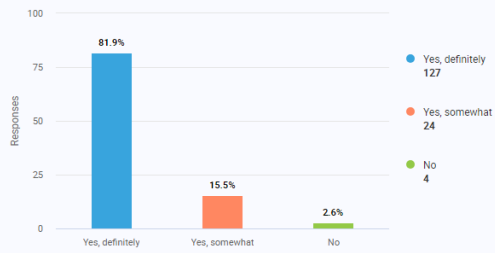
Thinking about your most recent visit, did the staff treat you with courtesy and respect?

154 Responses  Multi Choice Question Type



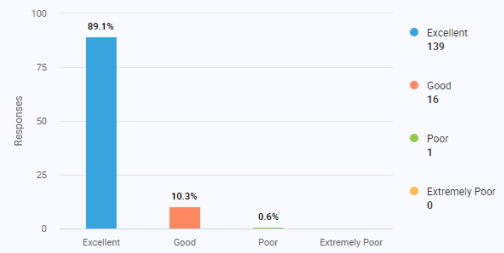
Thinking about your recent visit, was it easy to schedule an appointment?

155 Responses  Multi Choice Question Type



Thinking about the facility, how was the overall cleanliness and appearance?

156 Responses  Multi Choice Question Type



How would you rate the overall care you received from your provider, where 0 is the worst and 10 is the best?

154

Responses

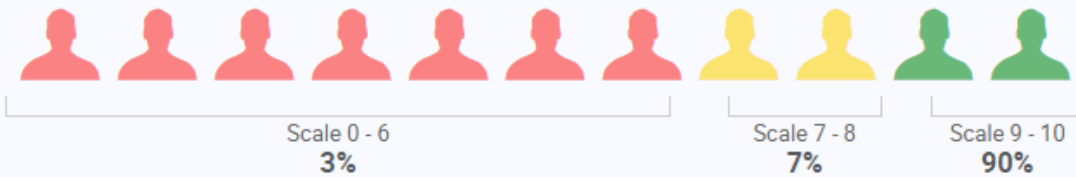
123

Numbers

Question Type

87

Net Promoter Score (NPS)



4

Scale 0 - 6

11

Scale 7 - 8

139

Scale 9 - 10

## General Information

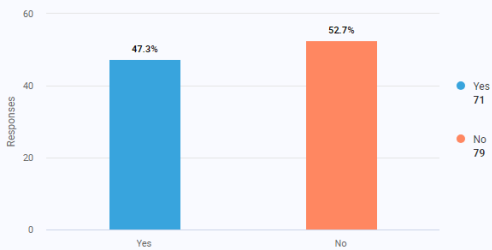
Do you have health insurance?

150

Responses

Multi Choice

Question Type



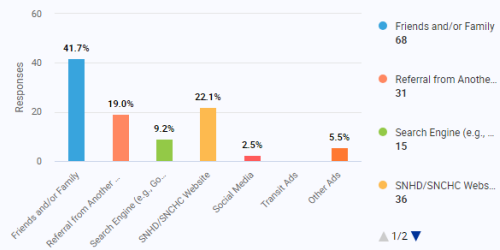
How did you hear about us?

163

Responses

Multi Choice

Question Type





# Memorandum

**Date:** July 25, 2024

**To:** Southern Nevada District Board of Health

**From:** **Anilkumar Mangla, MS, PhD, MPH, FRIPH**, *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 – June 2024

## A. Division of Disease Surveillance and Control

### 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.

	June 2023	June 2024		YTD 23	YTD 24	
<b>Sexually Transmitted</b>						
<b>Chlamydia</b>	1010	936	↓	6196	6089	↓
<b>Gonorrhea</b>	470	394	↓	2802	2585	↓
<b>Primary Syphilis</b>	20	5	↓	116	73	↓
<b>Secondary Syphilis</b>	25	10	↓	175	113	↓
<b>Early Non-Primary, Non-Secondary<sup>1</sup></b>	56	21	↓	307	289	↓
<b>Syphilis Unknown Duration or Late<sup>2</sup></b>	115	49	↓	754	647	↓
<b>Congenital Syphilis (presumptive)</b>	1	0	↓	30	13	↓
<b>Moms and Babies Surveillance</b>						
<b>HIV Pregnant Cases</b>	5	0	↓	16	24	↑
<b>Syphilis Pregnant Cases</b>	17	4	↓	89	67	↓
<b>Perinatally Exposed to HIV</b>	0	1	↑	1	21	↑
<sup>1</sup> Early Non-Primary, Non-Secondary= CDC changed the case definition from Early Latent Syphilis to Early Non-Primary, Non-Secondary <sup>2</sup> Syphilis Unknown Duration or Late=CDC changed the case definition from Late Latent Syphilis to Syphilis Unknown Duration or Late						
	Feb 2023	Feb 2024		YTD 23	YTD 24	
<b>Vaccine Preventable</b>						
<b>Haemophilus influenzae, invasive disease</b>	1	1	→	19	24	↑
<b>Hepatitis A</b>	1	0	↓	3	2	↓
<b>Hepatitis B, acute</b>	3	1	↓	14	15	↑
<b>Influenza</b>	34	48	↑	166	666	↑



	June 2023	June 2024		YTD 23	YTD 24	
Pertussis	0	0	→	12	33	↑
RSV	18	13	↓	665	1924	↑
<b>Enteric Illness</b>						
Amebiasis	0	0	→	1	2	↑
Campylobacteriosis	16	17	↑	98	112	↑
Cryptosporidiosis	1	0	↓	5	15	↑
Giardiasis	3	4	↑	33	27	↓
Rotavirus	24	19	↓	68	99	↑
Salmonellosis	25	8	↓	98	64	↓
Shiga toxin-producing Escherichia coli (STEC)	9	1	↓	24	37	↑
Shigellosis	6	7	↑	38	67	↑
Yersiniosis	2	6	↑	8	20	↑
<b>Other</b>						
Candida auris	58	114	↑	301	910	↑
Carbapenem-resistant Enterobacterales (CRE)	13	37	↑	69	295	↑
Coccidioidomycosis	19	8	↓	137	96	↓
Hepatitis C, acute	0	3	↑	1	8	↑
Invasive Pneumococcal Disease	7	5	↓	125	142	↑
Lead Poisoning	10	4	↓	87	76	↓
Legionellosis	2	2	→	18	12	↓
Meningitis, aseptic	0	2	↑	9	13	↑
Meningitis, Bacterial Other	1	1	→	2	2	→
Streptococcal Toxic Shock Syndrome (STSS)	3	3	→	17	19	↑
New Active TB Cases Counted (<15 yo)	0	0	→	2	2	→
New Active TB Cases Counted (>= 15 yo)	4	5	↓	38	29	↓

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/ FUP <sup>3</sup>
Chlamydia	13	1	22	0
Gonorrhea	10	0	11	0
Syphilis	50	2	143	0
HIV/AIDS (New to Care/Returning to Care)	30	2	61	0
Tuberculosis	16	0	32	1
<b>TOTAL</b>	<b>119</b>	<b>5</b>	<b>269</b>	<b>1</b>

<sup>1</sup> Clusters= Investigations initiated on named clusters (clusters= named contacts who are not sex or needle sharing partners to the index patient)  
<sup>2</sup> Reactors/Symptomatic= Investigations initiated from positive labs or reported symptoms  
<sup>3</sup> OOJ= Investigations initiated Out of Jurisdiction reactors/partners/clusters  
 Fup= Investigations initiated to follow up on previous reactors, partners, or clusters

3. ACDC COVID-19 CT Staffing and Activities
  - a. Contact Tracers (CTs) – SNHD
    - i. SNHD staff, Current Total: 0
      1. Contact tracing staffing grant ended June 13, 2024
  - b. Testing
    - i. Strike teams can be for testing are deployed for outbreak and clusters identified as necessary
    - ii. Vending Machines - providing accessible antigen home kits to vulnerable populations.
    - iii. Coordinating Covid Antigen test kit Distribution through CBO partnerships
  - c. Contact Tracing/Outreach/Outbreak Investigations
    - i. Contact tracing staffing ended 06/13/2024.
4. Disease and Outbreak Investigations
  - a. **Mpox:** As of June 25, 2024, Clark County had 314 cases of mpox.
  - b. **Shigella Sonnei Cluster:** ACDC and OIE staff are conducting an ongoing investigation into a local cluster of *Shigella sonnei*. Approximately 13 persons have this serotype with closely matching whole genome sequencing, which is a significant portion of the *Shigella* cases reported to SNHD this year. Hypothesis generating questionnaires were administered to the affected individuals, however a common source of illness was not identified. This investigation has been closed.
  - c. **Legionellosis cluster:** On June 11, 2024, ACDC received a report from a local hospital reporting 3 cases of Legionellosis on the same day. A cluster investigation was initiated because all three cases resided within a small radius geographically. Three additional cases were identified in the same geographic area in the previous two months. ACDC, OIE and Environmental Health consulted with the CDC and environmental health set up a rigorous testing schedule based on the epidemiological findings of this investigation. This investigation is ongoing.
  - d. **West Nile Virus Season:** WNV season began with an extremely high positivity rate in mosquitoes beginning in May 2024. The first human case was reported in June. In the month of June, ACDC conducted 12 WNV investigations with 7 of those being classified as cases.

## 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 June:

<b>Naloxone Distribution</b>	<b>Agency</b>	<b># Trained</b>	<b># of Naloxone doses distributed</b>
6/4/2024	Outreach		110
6/11/2024	Jail		110
6/12/2024	Desert Winds	8	0
6/13/2024	Outreach		94
6/13/2024	First Dawn Recovery	15	0
6/18/2024	Las Vegas Convention and Visitor's Authority	21	0
6/20/2024	Nevada State University	18	0
6/25/2024	Outreach	0	106
<b>Total</b>		<b>62</b>	<b>420</b>

- b. Overdose Data to Action (ODTA): The ODS ODTA Health Education team monitors the Fentanyl (FTS) and Xylazine (XTS) Test Strip Program.

The following participating agencies and internal SNHD programs received FTS and XTS during the month of June:

**FTS Distribution**

06/05/2024	Founders Club	(1000 Strips)
06/26/2024	SNHD Pharmacy	(300 Strips)
<b>Total FTS:</b>		<b>1300</b>

**XTS Distribution**

06/10/2024	SNHD Health Education	(100 Strips)
06/26/2024	SNHD Linkage to Action Team	(200 Strips)
<b>Total XTS:</b>		<b>300</b>

**6. Prevention - Community Outreach/Provider Outreach/Education**

- a. Ongoing promotion continues of the [Collect2Protect](#) (C2P) program, an online service for those requesting testing for gonorrhea, chlamydia, and at-home 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 various outreach events. June was a busy outreach month for our department. Several of these events centered around Juneteenth activities. The largest of these occurred on Saturday June 15<sup>th</sup> and Sunday June 16<sup>th</sup>. On Saturday, we tested at the Juneteenth Festival held at the Expo @ World Market Center located at 435 S. Grand Central Pkwy. Sunday, in partnership with the NAACP, we tested at their Juneteenth Block Party on 3<sup>rd</sup> St between Gass and Hoover. Additionally, this month marks National HIV Testing Day. It is observed every year on June 27<sup>th</sup>. The theme this year was Level Up Your Self-Love: Check Your Status. Our office placed the MTU at the Fremont Campus in order to provide rapid testing at both Main and Fremont to mark this important day. In total we had 5 community testing events during the month. Our continued collaboration and presence at events like these in the community is key to gaining community trust and to help destigmatize HIV/STI testing which is vital to ending the HIV epidemic.
- c. Distribution is ongoing - 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:  
<https://lp.constantcontactpages.com/su/p26ucWo/TBRRegistration>

**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	June-23	June-24		YTD 23	YTD 24	
Outreach/Targeted Testing	1094	463	↓	6330	5695	↓
Clinic Screening (SHC/FPC/TB)	319	287	↓	2155	2193	↓
Outreach Screening (Jails, SAPTA)	311	232	↓	1583	1462	↓
Collect2 Protect	17	0	↓	103	55	↓
<b>TOTAL</b>	<b>1741</b>	<b>982</b>	<b>↓</b>	<b>10171</b>	<b>9405</b>	<b>↓</b>
Outreach/Targeted Testing POSITIVE	3	0	↓	44	20	↓
Clinic Screening (SHC/FPC/TB) POSITIVE	1	0	↓	6	4	↓
Outreach Screening (Jails, SAPTA) POSITIVE	1	0	↓	7	2	↓
Collect2 Protect POSITIVE	0	0	→	0	0	→
<b>TOTAL POSITIVES</b>	<b>5</b>	<b>0</b>	<b>↓</b>	<b>57</b>	<b>26</b>	<b>↓</b>

**C. Staff Facilitated/Attended the following Trainings/Presentations**

1. 06/01/2024: Attended Washoe County Prevention Conference; ~300 people in attendance; 1 ODS Health Educator attendee.
2. 06/03/2024: Attended PrEP and PEP for HIV - Before and After Prevention Training facilitated by UMC Wellness; 20 people in attendance; 1 SNHD ODS staff attendee.
3. 06/04/2024: Epi, ODS, and TB Clinic staff presented TB Cohort Review for Q1 and Q2 2023. 54 people in attendance (13 staff).
4. 06/04/2024: Presented on CredibleMind to SNHD Department Directors meeting; ~20 people in attendance; 3 ODS SNHD staff attendees.
5. 06/04/2024: Attended Philadelphia Wound Care Technical Assistance Training provided by the City of Philly Department of Public Health; 23 people in attendance; 3 ODS Health Educators in attendance.
6. 06/05/2024: Facilitated Perinatal HIV Public Health Detailing for UMC Hospital Post/Ante Partum, NICU, and Labor and Delivery; 39 people in attendance; 5 SNHD ODS staff attendees.
7. 06/05/2024: Facilitated Community Health Assessment Steering Committee Meeting Update; 32 people in attendance; 3 ODS Health Educator attendees.
8. 06/05/2024: Led AG's SURG Prevention Subcommittee Meeting on behalf of Nevada's AG; 20 people in attendance; 1 ODS Health Educator attendee.
9. 06/07/2024: Clark County Children's Mental Health Consortium (CCCMHC) meeting attended by ODS Health Educator Staff as Chair; ~47 people in attendance from multiple agencies; 2 SNHD ODS staff attendees.
10. 06/08/2024: "Mental Health First Aid for Youth" facilitated by ODS Health Educator staff; 28 people in attendance; 1 SNHD ODS staff attendee.
11. 06/08/2024: "Mental Health First Aid for Adults" facilitated by ODS Health Educator staff; 10 people in attendance; 8 SNHD ODS staff attendees.
12. 06/9-12/2024: CSTE Conference held in Pittsburgh, PA; 11 DSC staff attended.
13. 06/10/2024: Signs of Hope - Human Trafficking and Sexual Assault Training; 12 people in attendance; 5 SNHD ODS staff attendees.
14. 06/10/2024: Facilitated Harm Reduction in Action Training provided to Touro University; ~50 people in attendance; 2 ODS Health Educator attendees.
15. 06/11/2024: Interviewed with KNPR on Extreme Heat; 4 people in attendance; 1 ODS Health Educator attendee.
16. 06/11/2024: Presented to CDC Director in partnership with Impact Exchange on ODTA harm reduction efforts; 10 people in attendance; 2 ODS Health Educator attendees.
17. 06/11/2024: Presented on CredibleMind to SNHD Senior Leadership/Managers/Supervisors Meeting; ~75 people in attendance; 6 ODS SNHD staff attendees.
18. 06/11/2024: Attended Thrive: Long Term HIV Survivor Summit facilitated by the Southern Nevada Health Consortium; 50 people in attendance; 5 ODS staff attendees.
19. 06/12/2024: Interviewed with Fox 5 News on Naloxone Distribution; 4 people in attendance; 2 SNHD ODS staff attendees.
20. 06/12/2024: Co-Presented "Joint congenital syphilis, perinatal HIV, and perinatal Hep B" training for UHC Medicaid; 20 people in attendance; 4 SNHD ODS staff attendees.
21. 06/12/2024: Presented to White House Office of Preparedness on Public Health Vending/ODS; 7 people in attendance; 3 SNHD ODS staff attendees.
22. 06/17/2024: Clark County Children's Mental Health Consortium (CCCMHC) Public Awareness Workgroup meeting attended by ODS Health Educator Staff as a representative; ~20 people in attendance from multiple agencies; 2 SNHD ODS staff attendees.
23. 06/18/2024: Health Equity Podcast: Mental Health Awareness in Latino Communities presented by ODS Health Educator; ~5 people in attendance; 1 SNHD ODS staff attendee.
24. 06/18/2024: Attended SUID & SDY Recipients AMP Training; 16 people in attendance; 1 ODS staff attendee.

25. 06/20/2024: Facilitated The Fresh Academy: A Hygiene and HIV Prevention Training for Youth with NAACP, Planned Parenthood, and UNR Extension; 20 people in attendance; 1 ODS Health Educator attendee.
26. 06/25/2024: Facilitated Motivational Interviewing Training; 11 people in attendance; 2 SNHD ODS staff attendees.
27. 06/25/2024: Facilitated Perinatal HIV Public Health Detailing for Spring Valley Hospital Post/Ante Partum, NICU, and Labor and Delivery; 29 people in attendance; 6 ODS staff in attendance.
28. 06/25/2024: Facilitated iCircle Training to CAN at Family Huntridge Clinic; 3 people in attendance; 1 SNHD ODS staff attendee.
29. 06/25/2024: Facilitated Harm Reduction 201 training; 10 people in attendance; 3 ODS Health Educators in attendance
30. 06/25/2024: “*NNPHI Webinar 9 - SUDORS: Using Data from the Medicolegal Death Investigation Community to Inform Drug Overdose Prevention and Response*” presented at The Center for Forensic Science Research & Education by Epidemiology.
31. 06/26/2024: Facilitated Making Wise Decisions in HIV Prevention Training for Youth at Batteries Included group; 17 people in attendance; 1 ODS Health Educator attendee.
32. 06/26/2024: Interviewed with Channel 13 on National HIV Testing Day; 2 people in attendance; 1 ODS Health Educator interviewee.
33. 06/26-29/2024: NACCHO Health Equity and Social Justice Summit held in Washington D.C.; attended by 1 ACDC staff.
34. 06/27/2024: Interview with Channel 3 on National HIV Testing Day; 2 people in attendance; 1 ODS Health Educator interviewee.
35. 06/27/2024: Naloxone Training of Trainers - multiple agencies/organizations represented; 27 people in attendance; 1 ODS Health Educator attendee.
36. 06/27/2024: Facilitated The Fresh Academy: A Hygiene and HIV Prevention Training for Youth with NAACP, Planned Parenthood, and UNR Extension; 17 people in attendance; 1 ODS Health Educator attendee.

**D. Other**

1. Communicable Disease Statistics: May 2024 disease statistics are attached (see Table 1).

**MONTHLY REPORT – June 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.
- b. Continue to update and enhance Data Warehouse - Automated deduplication, ETL optimization, automated error-checking and validation.
- c. Pentaho report updates: Case Workload report, ODTA QA reports.
- d. 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. 407 tasks have been completed.

**B. Electronic Message Staging Area (EMSA)**

- a. Continue to work on EMSA2: mapping new codes, incoming labs, data processing, and logic review for exceptions and errors.
- b. Message exception review sessions.
- c. UMC ECR intake into EMSA in full production – ongoing exception mapping for incoming messages.

- 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-19 interface between instruments, COVID-19 POD app and Orchard, to include COVID-19 testing and reporting as needed. Implementing combined testing for SNPHL of COVID-19/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. Clark County Coroner's Office and So. NV Veterans Home have gone live with the Outreach system, which provides specimen ordering and result delivery from/to partners in a more efficient and timelier manner.
  - f. Continue making modifications to the LRN-B interface for CDC requested changes.
  - g. Discussions to implement an electronic laboratory interface between the Nevada State Public Health Lab and the Southern Nevada Public Health Lab for orders/results.
  
- D. Electronic Health Record (EHR) System**
  - i. Maintain the system for patient care and documentation. Configuration modifications to improve charting, reporting efficiency and to accommodate new locations and services.
  - ii. Continue data extraction and processing using Fast Healthcare Interoperability Resources (FHIR). Working with NV HIE and eCW on eCR and FHIR implementation.
  - iii. FPAR supplemental Data submission.
  - iv. Continued adoption of Azara, the data warehouse/analytics platform.
  - v. New configurations built for Primary and Preventive Sexual Health Outreach and Prevention Program (PPC-SHOPP), e.g., POC Tests, Resources, and Facilities.
  - vi. Pharmacy/eCW interface issue resolution.
  - vii. Configuration Modifications for the Healthy Start Program (Maternal Child Health).
  - viii. Implemented Family Planning interface reconciliation process and FPAR report prompt/filter resolution.
  - ix. Continue discussions for consolidation/streamlining of Sexual History Documentation.
  - x. Exploring automation between eCW and iCircle.
  - xi. Care Plan implementation.
  
- 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.
  - d. Exploring automation processes for data exchange with National Violent Death Registration System (NVDRS).
  - e. Participating in FHIR specification development with the Georgia Tech Research Institute (GTRI).
  - f. Outreach project implementation for orders/results to/from SNPHL.
  
- F. COVID-19 Support**
  - a. Maintain COVID-19 interface between instruments, COVID-19 POD app and Orchard, to include COVID-19 testing and reporting as needed.
  - b. Provide support by automating COVID-19 hospitalization notifications, demographic extracts, lab tests and treatment information from HIE CCDs for public health surveillance.

- c. Completed redesign of COVID-19 dashboard to match CDC's COVID-19 dashboard layout and data metrics. Updated vaccination data up to December 2023.
  - d. Maintain and enhance COVID-19 lab results portal.
  - e. Attend bi-weekly meetings with UNLV for COVID-19 race/ethnicity data geocoding and geospatial analysis.
  - f. Bi-weekly upload of State COVID-19 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.
  - ii. Building weather data warehouse through National Weather Services API.
- H. Data Modernization Initiative (DMI)**
- a. Continue to work with the State on DMI project.
  - b. eCR project: UMC reporter onboarding completed and in production.
  - c. State GENV2 Generic MMG excel document updates completed.
  - d. Evaluation of OCR vendor continues. Final four vendors under review.
  - e. Continue collaboration with the State on matching data formats for submission to CDC.
  - f. Implementation of all CDC required data fields in EpiTrax custom forms.
  - g. CDC test cases 6 of 8 received and verified by CDC.
  - h. CDC test cases 7 and 8 submitted and under review by CDC.
- 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.
- J. Grant Updates**
- i. PHEP grant BP5 Q3 progress report was completed.
  - ii. ELC grant Q3 progress reports were completed.
  - iii. COVID Health Disparity grant Q3 progress report was completed.
  - iv. Applied CDC Foundation Data Modernization Workforce Acceleration Initiative (WAI) grant.
  - v. FR-CARA Q3 progress report was completed.
  - vi. NvCLPPP Q2 testing data submitted to the CDC.
  - vii. NVDRS Q3 report was completed.
  - viii. SUDORS Q3 report was 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
    - 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-19 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 – External
  - Monthly - BOH report
  - Monthly and quarterly disease statistics
  - Daily, biweekly, bimonthly, and monthly COVID-19 reports
  - Weekly Mpox case and vaccination report
  - Ongoing monthly and quarterly reports for FOCUS HIV grant project
  - Monthly NVDRS, SUDORS and NCLPP reports
  - Outreach site HIV testing stats-weekly
  - EPT report- weekly
  - Weekly arbovirus update
- iii. Other report updates:
  - Daily, weekly, and monthly SNPHL reports and upkeep.
  - State NETSS weekly/YTD report.
  - Continue working on the Healthy Southern Nevada, Chronic Disease Dashboard.
  - CSTE/CDC Forecasting Workgroup calls
  - Continue DIIS performance report discussion with ODS.
  - SNHD Health Equity Report is completed and approved by Dr. Leguen
  - SNHD COVID-19 Health Disparity grant quarterly progress report
  - Monthly and quarterly report from UNLV regarding COVID-19 Health Disparity Assessment and Healthcare Equity Modeling project.

#### L. Training

- i. Staff attended and/or completed the following trainings, conferences, presentations, and webinars:
  - Attending EPI OCR working meetings
  - Attending weekly EMSA learning meetings with Utah
  - Leadership Journey Training
  - CSTE DMI summit conference, Atlanta, GA
  - CDC-BCHC future of public health data summit conference, Dallas, TX
  - PHIG Reverse Site Visit, San Diego, CA
  - Council of State and Territorial Epidemiologists Annual Meeting, Pittsburgh, PA
  - 2024 California Wastewater Surveillance for Public Health Conference, Redwood City, CA
  - Presented at *NNPHI Webinar 9 - SUDORS: Using Data from the Medicolegal Death Investigation Community to Inform Drug Overdose Prevention and Response*. Zoom.

#### M. Contracts

- a. AMENDMENT A02 to Professional Services Agreement between Southern Nevada Health District and Board of Regents Nevada System of Higher Education on Behalf of University of Nevada, Las Vegas School of Public Health C2300092 regarding "COVID-19 Health Disparity Assessment and Healthcare Equity Modeling" project is complete.
- b. AMENDMENT A01 to the Interlocal Agreement between Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner C2400082 regarding NVDRS is pending execution.

- c. AMENDMENT A01 to the Interlocal Agreement between Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner C2400084 regarding SUDORS is pending execution.
- d. The Interlocal Agreement between Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner C2400119 regarding SUID/SDY is pending execution.

**N. Other Projects**

- i. Work with CDC to implement TEFCO early demonstration project.
- ii. Continue to maintain and enhance iCircle web application for OEDS. User account support, site maintenance, data corrections and updates.
- iii. Continue to meet and work on UNLV Base model project.
- iv. Assist Epidemiology and Surveillance programs, Office of EMS/Trauma System, Environmental Health, and Clinic Services with various data requests, data exports, and report generation.
- v. Working on Women's Health Associates of Southern Nevada (WHASN) ELR feed implementation.
- vi. Maintenance of the NHA Data Webservice Script.
- vii. OD2A phase 2, Component B. Initial dashboard layouts completed, undergoing QA and review.
- viii. Monthly Presentation on Death certificates for Residents doing rotations at SNHD.
- ix. Continue working on Healthy Start Project.
- x. Community Status Assessment and Community Context Assessment (CHA) project with NICRP.
- xi. June Child Death Review.
- xii. Adding new fields in FBI both online submission and MS Access to collect the food street vender
- xiii. Update vector control GIS map; adding zip code filter, change underlying GIS base map



May 2024: Clark County Disease Statistics\*

Data as of 06/27/2024

Disease	2022		2023		2024	
	May	YTD	May	YTD	May	YTD
<b>VACCINE PREVENTABLE</b>						
COVID-19	22,462	177,504	1,749	15,975	324	5,237
Haemophilus influenzae, invasive	2	7	3	18	6	23
Hepatitis A	0	3	2	2	0	2
Hepatitis B, acute	3	14	4	11	4	13
Hepatitis B, chronic	64	337	136	485	87	515
Influenza	98	412	28	132	57	617
Meningococcal disease ( <i>N. meningitidis</i> )	0	0	0	0	1	2
Mumps	0	0	0	0	0	3
Pertussis	7	37	6	12	1	30
RSV	85	780	25	460	33	1,903
<b>SEXUALLY TRANSMITTED</b>						
Chlamydia	1,094	5,247	1,038	5,186	962	5,153
Gonorrhea	487	2,669	460	2,332	364	2,191
HIV	30	171	35	204	19	186
Stage 3 HIV (AIDS)	7	64	9	58	3	34
Syphilis (Early non-primary, non-secondary)	55	254	46	251	50	267
Syphilis (Primary & Secondary)	56	271	53	246	24	170
<b>CONGENITAL CONDITIONS</b>						
Hepatitis C, Perinatal Infection	0	0	1	1	0	2
Congenital Syphilis	3	23	4	29	1	13
<b>ENTERICS</b>						
Amebiasis	0	0	0	1	1	2
Campylobacteriosis	11	34	19	82	21	95
Cryptosporidiosis	3	8	1	4	4	15
Giardiasis	2	16	5	30	4	22
Rotavirus	1	10	15	20	25	80
Salmonellosis	15	67	14	73	10	54
Shiga toxin-producing <i>E. coli</i> (STEC)	6	40	4	15	9	36
Shigellosis	3	17	11	32	12	59
Vibriosis (Non-cholera <i>Vibrio</i> species infection)	0	0	0	1	0	2
Yersiniosis	0	3	3	6	2	14
<b>OTHER</b>						
Brucellosis	1	1	0	0	0	0
Coccidioidomycosis	16	58	15	118	13	86
Dengue	0	1	0	0	0	0
Encephalitis, primary	2	4	0	0	1	1
Exposure, Chemical or Biological	0	1	0	1	0	1
Hepatitis C, acute	0	2	0	1	1	4
Hepatitis C, chronic	256	1,303	356	1,403	138	686
Invasive Pneumococcal Disease	16	89	10	118	18	137
Lead Poisoning	9	59	19	75	13	68
Legionellosis	5	12	2	16	1	8
Listeriosis	1	2	0	0	0	1
Lyme Disease	0	2	0	0	1	3
Malaria	0	2	4	6	0	0
Meningitis, Aseptic	0	5	5	9	0	11
Meningitis, Bacterial Other	0	2	0	1	0	1
Meningitis, Fungal	0	0	0	0	0	3
Rabies, exposure to a rabies susceptible animal	33	145	33	144	26	134
Streptococcal Toxic Shock Syndrome (STSS)	0	3	3	14	1	16
Tuberculosis (Active)	4	23	9	35	7	30

\*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.

~Diseases not reported in the past two years or during the current reporting period are not included in this report.

~~Hepatitis C, chronic, numbers have changed due to surveillance decisions within the Office of Epidemiology & Disease Surveillance.

~~~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.

~~~~Please note that COVID-19 disease statistics include CONFIRMED cases only.



# Memorandum

**Date:** July 25, 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 J*  
 Fermin Leguen, MD, MPH, *District Health Officer FL*

**Subject:** Environmental Health Division Monthly Report

## I. FOOD OPERATIONS PROGRAM

### ENVIRONMENTAL HEALTH Food Operations Program – Fiscal Year Data

| Food Operation Services                              | June 2023    | June 2024    |          | FY 22-23      | FY 23-24      |          |
|--|--------------|--------------|----------|---------------|---------------|----------|
| Routine Inspections                                  | 2,135        | 2,538        | ↑        | 25,024        | 26,355        | ↑        |
| Reinspections  | 183          | 160          | ↓        | 2,130         | 1,924         | ↓        |
| Downgrades   | 191          | 190          | ↓        | 2,089         | 1,841         | ↓        |
| Closures   | 18           | 13           | ↓        | 159           | 162           | ↑        |
| Special Events                                       | 51           | 35           | ↓        | 1,027         | 851           | ↓        |
| Temporary Food Establishments & Tasting Event Booths | 444          | 189          | ↓        | 8,510         | 9,016         | ↑        |
| <b>TOTALS</b>  | <b>3,022</b> | <b>3,125</b> | <b>↑</b> | <b>38,939</b> | <b>40,149</b> | <b>↑</b> |

#### 1. Enforcement Actions and Investigations:

- A. **Southern Taste Seafood Mobile, 939 Empire Mesa Way:** On June 7, the unit was closed for an Imminent Health Hazard (IHH), lack of adequate refrigeration. The inspector documented 25 demerits. The unit was reinspected and reopened with zero demerits on June 11.
- B. **Mang Felix Kitchen, 3528 S. Maryland Pkwy.:** On June 11, the facility was closed for exceeding the allowable demerits on an unpermitted change of owner inspection. The inspector documented 25 demerits. The facility was reinspected and reopened with six demerits on June 18.

- C. **China Passion, 2775 S. Nellis Blvd.:** On June 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 June 14.
  - D. **Hammons Honey Annual Itinerant Low-Risk (AILR), 2930 N. Las Vegas Blvd.:** On June 13, the unit was closed for a failed annual itinerant inspection resulting in more than 16 demerits. The inspector documented 30 demerits. The unit was reinspected and reopened with zero demerits on June 14.
  - E. **Laos Thai Street Food, 860 E. Twain Ave.:** On June 14, the facility was closed for an IHH, pest infestation. The inspector documented 30 demerits. The facility was reinspected and reopened with zero demerits on June 21.
  - F. **Dippin Dots Kiosk at Cowabunga Canyon, 7055 S. Fort Apache Rd.:** On June 17, the unit was closed for an IHH, no potable water. The inspector documented five demerits. The unit was reinspected and reopened with zero demerits on June 19.
  - G. **Lea Lana's Bananas at Cowabunga Canyon, 7055 S. Fort Apache Rd.:** On June 17, the unit was closed for an IHH, no potable water. The inspector documented 24 demerits. The unit was reinspected and reopened with zero demerits on June 20.
  - H. **Main Street Kitchens Commissary, 809 S. Main St.:** On June 24, the facility was closed for an IHH, lack of adequate refrigeration. The inspector documented eight demerits. The facility was reinspected and reopened with zero demerits on June 25.
  - I. **A1 Mobile Catering LLC #6, 439 Rock Quarry Way:** On June 25, the unit was closed for an IHH, lack of adequate refrigeration. The inspector documented 11 demerits. The unit was reinspected and reopened with zero demerits on June 28.
  - J. **Fremont Hotel Casino, 200 Fremont St.:** On June 25, the facility was closed for an IHH, no power. Facility management was conducting scheduled maintenance that included shutting off the power to the whole facility from 12:00 a.m. to 10:00 a.m. per signage on the property. Management did not notify SNHD, and power was not restored until approximately 12:00 p.m. Temperature control for safety (TCS) foods throughout the property ranged from 45°F to 64°F and no temperature logs were maintained for any cold holding units. The facility was reopened the same day once power was restored, and applicable foods were discarded.
  - K. **Pho Vegas, 4251 W. Sahara Ave.:** On June 27, the facility was closed for an IHH, pest infestation. The inspector documented 23 demerits. The facility remains closed at this time, but a reinspection is scheduled for July 3.
  - L. **Antojitos Los Guayabitos, 3085 S. Nellis Blvd.:** On June 28, the facility was closed for two IHHs, liquid waste not disposed of in an approved manner and lack of adequate refrigeration. The inspector documented 40 demerits. The facility remains closed at this time.
  - M. Multi-agency responses for unpermitted food vending complaints were conducted in conjunction with representatives from Clark County Business Licensing, City of Mesquite, and the Las Vegas Metropolitan Police Department.
  - N. Staff closed 20 unpermitted food vending complaint investigations.
2. **Foodborne Illness Investigations:**
- A. **McDonald's, 4501 S. Eastern Ave.:** On June 4, staff responded to a lab-confirmed case of foodborne illness. The investigation resulted in an A grade.
  - B. **Little Caesar's, 5180 Blue Diamond Rd.:** On June 6, staff responded to multiple reports of foodborne illness. The facility was self-closed due to intermittent hot water heater outages and the investigation resulted in a B downgrade due to multiple contamination violations. The facility passed a reinspection and returned to an A grade on June 10.
  - C. **It's Sushi, 8410 W. Warm Springs Rd.:** On June 12, staff responded to multiple reports of foodborne illness. The investigation resulted in a closure due to repeat

violations that could cause contamination. On June 13, the facility passed a reinspection and returned to an A grade.

**D. Outback Steakhouse, 521 N. Stephanie St.:** On June 13, staff responded to multiple reports of foodborne illness. Staff observed foodborne illness risk factors including barehand contact and improper cooling. The investigation resulted in a B downgrade. On June 20, the facility passed a reinspection and returned to an A grade.

**E. El Pollo Loco, 2330 S. Rainbow Blvd.:** On June 18, staff responded to a lab-confirmed case of foodborne illness. Staff observed foodborne illness risk factors including missed hand washes and improper warewashing. The investigation resulted in a B downgrade. On July 2, the facility passed a reinspection and returned to an A grade.

**F. Chipotle, 3663 S. Las Vegas Blvd.:** On June 24, staff responded to multiple reports of foodborne illness. The investigation resulted in an A grade.

**3. Onsite Intervention Training:**

**A.** Onsite Intervention Training was held with the following facilities: It's Sushi, 8410 W. Warm Springs Rd. and China a Go Go, 1983 N. Nellis 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 Process | June 2023 | June 2024 |   | FY 22-23 | FY 23-24  |   |
|---|-----------|-----------|---|----------|-----------|---|
| Notices of Violations (New & Remails)       | 7         | 0         | ↓ | 60       | 58        | ↓ |
| Adjudicated Hearing Cases                   | 0         | 4         | ↑ | 44       | 60        | ↑ |
| Total Cases Received                        | 102       | 86        | ↓ | 907      | 956       | ↑ |
| Total Cases Referred to Other Agencies      | 23        | 12        | ↓ | 258      | 266       | ↑ |
| Hearing Penalties Assessed                  | \$0       | \$3,500   | ↑ | \$82,000 | \$120,500 | ↑ |

**ENVIRONMENTAL HEALTH Restricted Waste Management – Fiscal Year Data**

| Restricted Waste Management | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
|-----------------------------|-----------|-----------|---|----------|----------|---|
| Inspections                 | 345       | 250       | ↓ | 3,431    | 3,405    | ↓ |

**ENVIRONMENTAL HEALTH Underground Storage Tanks (UST) Full Compliance Inspections – Fiscal Year Data**

| Underground Storage Tanks                     | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
|---|-----------|-----------|---|----------|----------|---|
| Compliance Inspections                        | 83        | 95        | ↑ | 960      | 754      | ↓ |
| Final Installation/Upgrade/Repair Inspections | 3         | 0         | ↓ | 24       | 36       | ↑ |
| Closure Inspections                           | 0         | 0         | → | 8        | 11       | ↑ |
| Spill Report Investigations                   | 1         | 1         | → | 9        | 15       | ↑ |

**ENVIRONMENTAL HEALTH Permitted Disposal Facilities (PDF) Inspections – Fiscal Year Data**

| Permitted Disposal Facilities | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
|-------------------------------|-----------|-----------|---|----------|----------|---|
| Inspections                   | 10        | 3         | ↓ | 245      | 236      | ↓ |
| Reinspections                 | 2         | 0         | ↓ | 28       | 21       | ↓ |

**III. VECTOR SURVEILLANCE**

**ENVIRONMENTAL HEALTH Vector Surveillance and Other EH Services - Fiscal Year Data**

| Vector Surveillance and Other EH Services              | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
|--|-----------|-----------|---|----------|----------|---|
| West Nile Virus Surveillance Traps Set                 | 485       | 495       | ↑ | 3,119    | 3,220    | ↑ |
| West Nile Virus Surveillance Mosquitoes Tested         | 8,103     | 14,222    | ↑ | 39,232   | 83,109   | ↑ |
| West Nile Virus Surveillance Submission Pools Tested   | 521       | 715       | ↑ | 2,695    | 4,311    | ↑ |
| West Nile Virus Surveillance Positive Mosquitoes       | 138       | 5,426     | ↑ | 138      | 9,585    | ↑ |
| West Nile Virus Surveillance Positive Submission Pools | 3         | 174       | ↑ | 3        | 291      | ↑ |
| Mosquito Activity Complaints                           | 0         | 447       | ↑ | 0        | 447      | ↑ |
| Elevated Blood Level Home Investigations               | 0         | 15        | ↑ | 0        | 15       | ↑ |
| Legionella Residential Investigations                  | 44        | 213       | ↑ | 134      | 1,077    | ↑ |
| Legionella Travel Associated Investigations            | 0         | 1         | ↑ | 3        | 6        | ↑ |
| Public Accommodations Inspections                      | 2         | 9         | ↑ | 19       | 23       | ↑ |
| Public Accommodations Complaints                       | 10        | 6         | ↓ | 39       | 24       | ↓ |
| Mobile Home/Recreational Vehicle Park Inspections      | 15        | 7         | ↓ | 394      | 472      | ↑ |
| Mobile Home/Recreational Vehicle Park Complaints       | 18        | 9         | ↓ | 148      | 281      | ↑ |

**IV. EH ENGINEERING**

**1. Solid Waste Plan Review Program (SWPR):**

- A. **Permits Issued** – Aggregate Industries Sloan (Recycling)
- 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 (7); Waste Grease (1); Materials Recovery (1); and Waste Tire Management (1)
- D. **Facilities Planned for Approval at DBOH Meetings/SNHD Workshops in July:** Vital Records Control, LLC (Recycling Center)

**ENVIRONMENTAL HEALTH Asbestos Permitting Services – Fiscal Year Data**

| Asbestos Permitting Services    | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
|---------------------------------|-----------|-----------|---|----------|----------|---|
| Asbestos Permits Issued         | 69        | 89        | ↑ | 1,028    | 899      | ↓ |
| Revised Asbestos Permits Issued | 5         | 6         | ↑ | 127      | 86       | ↓ |

**ENVIRONMENTAL HEALTH Subdivision Program – Fiscal Year Data**

| Subdivision Plan Review               | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
|---------------------------------------|-----------|-----------|---|----------|----------|---|
| Tentative Maps-Received               | 17        | 7         | ↓ | 182      | 114      | ↓ |
| Tentative Maps-Lot Count              | 1,059     | 144       | ↓ | 11,370   | 5,024    | ↓ |
| Final Maps-Received                   | 20        | 17        | ↓ | 265      | 230      | ↓ |
| Final Maps-Lot Count                  | 775       | 654       | ↓ | 11,717   | 9,071    | ↓ |
| Final Maps-Signed                     | 17        | 16        | ↓ | 247      | 247      | → |
| Final Maps (Signed)-Lot Count         | 661       | 577       | ↓ | 11,904   | 10,309   | ↓ |
| Improvement Plans-Received            | 19        | 12        | ↓ | 244      | 212      | ↓ |
| Improvement Plans-Lot Count           | 806       | 574       | ↓ | 11,873   | 8,289    | ↓ |
| Expedited Improvement Plans-Received  | 1         | 0         | ↓ | 4        | 0        | ↓ |
| Expedited Improvement Plans-Lot Count | 1         | 0         | ↓ | 19       | 0        | ↓ |

**ENVIRONMENTAL HEALTH Individual Sewage Disposal System (ISDS) Program – Fiscal Year Data**

| Individual Sewage Disposal Systems | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
|------------------------------------|-----------|-----------|---|----------|----------|---|
| Residential ISDS Permits           | 3         | 5         | ↑ | 78       | 68       | ↓ |
| Commercial ISDS Permits            | 1         | 0         | ↓ | 3        | 3        | → |
| Commercial Holding Tank Permits    | 5         | 1         | ↓ | 36       | 34       | ↓ |
| Residential Tenant Improvements    | 18        | 22        | ↑ | 306      | 265      | ↓ |
| Residential Certifications         | 1         | 0         | ↓ | 4        | 3        | ↓ |
| Compliance Issues                  | 11        | 9         | ↓ | 111      | 88       | ↓ |

**ENVIRONMENTAL HEALTH Safe Drinking Water Program – Fiscal Year Data**

| Safe Drinking Water Program           | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
|---------------------------------------|-----------|-----------|---|----------|----------|---|
| Public Water System Sanitary Surveys  | 0         | 0         | → | 34       | 48       | ↑ |
| Public Water System Violations Issued | 0         | 10        | ↑ | 117      | 152      | ↑ |

**2. Safe Drinking Water Activity:**

A. No *coliform*-positive results were reported from routine monitoring events.



- 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; Coyote Springs Golf Course; Silverhawk Generating Station; and SCPPA Apex Generating Station.

V. **SPECIAL PROGRAMS**

**ENVIRONMENTAL HEALTH Special Programs - Fiscal Year Data**

| Special Programs                          | June 2023  | June 2024  |          | FY 22-23     | FY 23-24     |          |
|---|------------|------------|----------|--------------|--------------|----------|
| School Food Facility Inspections          | 0          | 0          | →        | 866          | 882          | ↑        |
| School Food Facility Complaints           | 1          | 0          | ↓        | 7            | 11           | ↑        |
| School Facility Inspections               | 0          | 0          | →        | 1,022        | 1,045        | ↑        |
| School Facility Complaints                | 0          | 0          | →        | 34           | 24           | ↓        |
| Summer Food Service Surveys               | 52         | 43         | ↓        | 142          | 67           | ↓        |
| Child Care Facility Inspections           | 81         | 38         | ↓        | 351          | 326          | ↓        |
| Child Care Facility Complaints            | 2          | 2          | →        | 24           | 31           | ↑        |
| Body Art Facility Inspections             | 60         | 49         | ↓        | 374          | 513          | ↑        |
| Body Art Facility Complaints              | 1          | 8          | ↑        | 55           | 59           | ↑        |
| Body Art Artist Special Event Inspections | 6          | 4          | ↓        | 211          | 49           | ↓        |
| <b>Total Program Services Completed</b>   | <b>203</b> | <b>144</b> | <b>↓</b> | <b>3,086</b> | <b>3,007</b> | <b>↓</b> |

1. **Schools:**

A. **Lied Memorial Boys and Girls Club, 2850 S. Lindell Rd.:** Staff investigated a complaint at the Summer Food Service site alleging that sanitation practices were allowing the possible spread of hand, foot, and mouth disease. The investigation revealed no unsanitary conditions. Facility staff follow an approved cleaning policy along with guidance on proper handwashing. Sanitizer is used to clean food contact surfaces and disinfectant is used to clean non-food contact surfaces. The complaint was not substantiated at the time of inspection.

2. **Child Care:**

A. **Bizzy Bee Daycare, 1915 Simmons St.:** During a routine inspection, staff observed numerous violations including improper use of disinfectant on surfaces that require sanitizing; improper diapering procedures; equipment in disrepair; climbable enclosure fencing surrounding a pool; physical and chemical hazards stored in child occupied or accessible areas; and an unapproved portable hand sink in a diaper changing area. The outside play area was removed from use until the fencing conditions could be corrected. The portable sink was removed from use and the diaper changing area was relocated to an area with a proper handwashing station. SNHD staff will follow up to ensure that all violations are corrected.

3. **Body Art:**

A. **Crown Electric Tattoo Company Piercing, 4632 S. Maryland Pkwy.:** Staff investigated a complaint alleging that dermal piercings were being performed at the facility. SNHD Regulations prohibit dermal piercing in body art establishments. Staff spoke with the shop piercer who reported that they do not do any dermal piercing. Staff observed a posted sign stating that they do not offer dermal piercing with a sign

behind the desk stating that they only change the dermal tops. Staff did not observe any equipment or evidence of dermal piercing. The complaint was not substantiated at the time of the inspection.

- B. Posh Beauty PMU, 2530 Saint Rose Pkwy.:** Staff conducted a routine inspection and found that unapproved partitions with doors had been installed around both handwashing sinks, blocking access to the sinks from four workstations. The facility originally had an open floor plan with six stations located in the front. In the back, additional workstations had been added without submitting plans for approval. The person-in-charge (PIC) was instructed to submit plans to SNHD for the additional workstations and to remove the barriers to the handwashing sinks. An application for a remodel was submitted and a reinspection is still pending.
- C. Banter by Pagoda, 625 Grand Central Pkwy.:** During a routine inspection, staff noted that the operator was not maintaining the monthly spore tests for the autoclave and was not using the required Class V indicators in each packet to be sterilized. The PIC stated that the spore test results were kept electronically but were not available. SNHD staff required that the results be provided within 24 hours. The results indicated that the facility was not in operation during the lapse of monthly spore testing because there was no person present who held a body art card and no piercing services were provided. The PIC was informed that they are required to test monthly regardless of the presence of a person holding a body art card. Additionally, the required Class V indicators were obtained.
- D. The Ink Bar Studies, 5770 S. Durango Dr.:** Staff assisted representatives from the Las Vegas Metropolitan Police Department and Clark County Business Licensing with an investigation of the businesses at this location to ensure that all businesses had the proper licenses and permits. One facility, providing microblading services, did not have a health permit. A Cease-and-Desist Order was issued, and the PIC was instructed to apply for a body art permit. An application is still pending.

**VI. PLAN REVIEW PROGRAM**

**ENVIRONMENTAL HEALTH Plan Review Program - Fiscal Year Data**

| Food Pre-Permitting Services                              | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
|---|-----------|-----------|---|----------|----------|---|
| <b>Food Safety Assessment Meetings</b>                    | 0         | 0         | → | 6        | 3        | ↓ |
| <b>Total Pre-Permitting Services</b>                      | 1,164     | 896       | ↓ | 15,007   | 15,684   | ↑ |
| <b>New Project Submissions</b>                            | 276       | 273       | ↓ | 3,299    | 3,225    | ↓ |
| <b>Released Projects</b>                                  | 147       | 213       | ↑ | 3,013    | 3,607    | ↑ |
| <b>Total Service Requests Currently in Pre-Permitting</b> | 1,701     | 1,341     | ↓ |          |          |   |

**1. Enforcement Actions and Investigations:**

- A. Dickey’s Barbecue Pit, 809 N. Main St.:** During a final permitting inspection, staff found that the refrigerated prep table was not working properly with the internal temperature recorded at 61°F. SNHD Regulations require cold foods to be held at 41°F or below. The refrigerator was taken out of service and cannot be placed back into service until the repairs have been verified by SNHD. The permit was approved with stipulations that the corrections are completed within ten days.

- B. Snack Daddy, 3663 S. Las Vegas Blvd.:** Staff found an unpermitted snack store which resulted in closure. SNHD Regulations require food facilities to obtain a health permit prior to stocking food and operating. The operator was directed to contact Plan Review to obtain a health permit. The application process for a market permit was started immediately, a final permitting inspection was completed, and the health permit was approved.
- C. US Pharmatech, 7210 W. Post Rd.:** Plans were reviewed for an after-the-fact remodel of the processing facility. During a call regarding the new National Sanitation Foundation (NSF) Certification, staff learned that new equipment had been installed and new rooms had been constructed without SNHD review or applying for building permits. The facility was referred to the Building Department and SNHD approval is pending a final remodel inspection.
- D. Tachi Ramen, 6111 S. Buffalo Rd.:** During a pre-permitting inspection, staff found equipment did not reflect the originally approved plans and equipment specification sheets. Multiple pieces of equipment did not meet sanitation standards and/or comply with SNHD Regulations. Management was directed to submit as-built plans and relevant equipment information for review and approval. Once the equipment meets regulatory requirements, a final permitting inspection will be scheduled.
- E. Diner Ross at Linq, 3535 S. Las Vegas Blvd.:** During a final inspection, staff found violations including non-operational reach-in freezers and unsealed gaps under bar tops. All freezers must maintain freezing temperatures close to 0°F to ensure all food stays frozen. Gaps under the bar top must be sealed to prevent problems with moisture and pests. The health permits were approved with stipulations and Food Operations staff will verify repairs.
- F. Mang Felix Kitchen, 3528 S. Maryland Pkwy.:** The restaurant was previously closed by Food Operations staff for operating under new ownership without a health permit and excessive demerits. Owners are required to apply for a change of permit holder (CPH) within thirty days of taking over an operational facility and must incur fewer than fifteen demerits during an inspection to avoid closure. Staff reviewed and approved the submitted plans. During the final permitting inspection, a hand sink had been removed from the warewashing area. Hand sinks must be easily accessible, where required, in a food facility. The CPH and remodel were approved with the stipulation that the sink be reinstalled. A follow up survey verified that the hand sink has been reinstalled.

**VII. AQUATIC HEALTH PROGRAM**

**ENVIRONMENTAL HEALTH Aquatic Health Operations Program  
- Fiscal Year Data**

| Aquatic Health Operations   | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
|---|-----------|-----------|---|----------|----------|---|
| <b>Total Operation Inspections</b>  | 665       | 645       | ↓ | 6,995    | 9,285    | ↑ |
| <b>Complaint Investigations</b>   | 53        | 59        | ↑ | 279      | 336      | ↑ |
| <b>Inactive Body of Water Surveys</b>   | 6         | 10        | ↑ | 98       | 100      | ↑ |
| <b>Drowning/Near Drowning/Accident Investigations at Permitted Facilities</b> | 2         | 11        | ↑ | 29       | 34       | ↑ |
| <b>Total Program Services Completed</b>                                       | 726       | 725       | ↓ | 7,401    | 9,755    | ↑ |

1. **Aquatic Health Operations**

- A. Renaissance Villas, 5419 W. Tropicana Ave.:** A routine inspection at the pool resulted in closure due to multiple IHHs. The pool had high chlorine and a gap greater than seven inches in the fence. High chlorine concentration can cause eye, skin, and lung irritation. A breach in the enclosure may allow unauthorized access and pose an increased drowning risk for children. Following corrections, the pool was reinspected the same day and approved to reopen.
- B. Vantage Lofts, 201 S. Gibson Rd.:** A routine inspection at the spa resulted in closure due to multiple IHHs. A gate was propped open and unattended, the chlorine level was low, and the filtration system was off. Low disinfectant levels and inadequate filtration can increase bather exposure to pathogens. A reinspection is still pending.
- C. Raintree West Condos, 7950 W. Flamingo Rd.:** A routine inspection of the spa resulted in closure due to multiple IHHs. The spa had high cyanuric acid and a broken drain cover. High cyanuric acid levels inhibit the action of chlorine, which can expose bathers to pathogens. Broken drain covers pose entrapment and/or entanglement risks, which could result in drowning. A reinspection is still pending.
- D. Arroyo Grande Apartments, 225 S. Stephanie St.:** A routine inspection of the spa resulted in closure due to multiple IHHs. The spa had no detectable chlorine and broken glass was found on the deck. Glass in the pool enclosure can cause injuries for bathers walking barefoot. Following corrective actions, the spa was reinspected and approved to reopen.
- E. Rome Park Villas, 4425 W. Rome Blvd.:** A routine inspection of the pool resulted in closure due to multiple IHHs. One gate was not self-closing and the pool had high cyanuric acid. A reinspection is still pending.
- F. Residence at Sierra Vista, 920 Sierra Vista Dr.:** A County Multi-Agency Response Team (CMART) survey conducted at the pool resulted in a closure due to multiple IHHs. The pool water was green and cloudy, and the main drains were not visible. A reinspection is still pending.
- G. Boca Raton Luxury Condos, 2475 W. Serene Ave.:** A routine inspection of the pool resulted in closure due to multiple IHHs. The pool had high chlorine and cyanuric acid and there was a gap greater than seven inches in the fence. The pool was reinspected the same day and approved to reopen.
- H. Bellevue Apartments, 6551 Annie Oakley Dr.:** A routine inspection of the spa resulted in closure due to multiple IHHs. The spa had high chlorine and multiple broken drain covers. A reinspection is still pending.
- I. Vintage Pointe Apartments, 6500 Vegas Dr.:** A routine inspection of the pool resulted in closure due to multiple IHHs. The pool had a broken drain cover and a gap greater than seven inches in the fence. Following corrective actions, the pool was reinspected the same day and approved to reopen.
- J. Caesars Palace, 3570 S. Las Vegas Blvd.:** A routine inspection of the Venus Pool resulted in an IHH closure due to low chlorine. Following corrective actions, the pool was reinspected the same day and approved to reopen.
- K. Echo 1055 Apartments, 1055 E. Tropicana Ave.:** A routine inspection of the pool resulted in an IHH closure due to total absence of chlorine. Following corrective action, the pool was reinspected and approved to reopen.

**ENVIRONMENTAL HEALTH Aquatic Health Plan Review  
Program - Fiscal Year Data**

| Aquatic Health Plan Review                     | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
|--|-----------|-----------|---|----------|----------|---|
| <b>Total Pre-Permitting Services</b>           | 371       | 570       | ↑ | 5,510    | 6,234    | ↑ |
| <b>New Project Submissions</b>                 | 138       | 76        | ↓ | 1,049    | 1,159    | ↑ |
| <b>Released Projects</b>                       | 64        | 142       | ↑ | 878      | 1,159    | ↑ |
| <b>Total Projects Currently in Plan Review</b> | 544       | 458       | ↓ |          |          |   |

**2. Aquatic Health Plan Review:**

- A. Illumina on Raiders Way, 3610 Sunridge Heights Pkwy.:** Pre-plaster inspections of the main pool, lap pool, and spa were not approved due to issues with the enclosure not being six feet high, gaps greater than four inches under and throughout the enclosure fencing, and hand/foot holds on the gates. Failure to maintain a compliant enclosure may lead to unauthorized access. The issues were corrected and the pre-plaster reinspections were approved.
- B. Shade Apartments, 10340 S. Decatur Blvd.:** Excavation and plumbing inspections were conducted for the construction of a new pool and spa. The dimensions and excavation of the aquatic venues adhered to the approved plans, but the plumbing did not coincide with the plans. The plumbing team was given an outdated plan prior to SNHD plan approval. Within a week, the plumbing was corrected and reinspections were conducted and approved.
- C. Rio Hotel and Casino, 3700 W. Flamingo Rd.:** At a final remodel inspection for the spa heater replacement, staff discovered that the circulation pump had been replaced without approval. Unapproved pumps can produce too much or too little flow, which could negatively impact filtration and disinfection, or lead to suction entrapment if the pump flow exceeds the maximum rating for the suction outlet fitting assembly (SOFA). The circulation pump was returned to the approved pump while the inspector was onsite, and the inspection was approved.
- D. Maryland Park, 1101 Dumont Blvd.:** A final remodel reinspection was conducted after the contractor submitted a revised application for a new circulation pump. During a prior inspection, the circulation pump failed to meet flow requirements, which could lead to improper filtration and disinfection of the pool water. The new pump worked appropriately for the system, and the pool was approved to open.
- E. Springhill Suites, 1481 Paseo Verde Pkwy.:** A final remodel inspection was conducted for installation of filtration pumps on the pool and spa. The speeds set on the pumps did not match any of the published performance curves. The performance curves are needed to calculate system flow to ensure the minimum required flow is met and that maximum allowed flows are not exceeded. There were no trained individuals onsite to change the speeds of the pump, so the final remodel inspection was not approved. Reinspections are still pending.

**VIII. REGULATORY SUPPORT**

- 1. Staff participated in or performed the following activities and participated in the following external meetings: Council for Food Protection (CFP) leadership meetings; 2024 Retail Flexible Funding Model (RFFM) Mentorship Team meetings; National Environmental Health Association (NEHA) Food Safety Program committee meeting; 2024 Intervention Strategy data collection; updated standardization procedures; provided pre-standardization training, and attended Office of Public Health Preparedness (OPHP)

- training.
2. Staff welcomed Jalen Jones and Carlos Herrera to the Food Inspection Training Program on June 10.
  3. Staff traveled to the American Samoa Department of Health (ASDOH) in Pago Pago, American Samoa from May 31 to June 6 to conduct a reverse site visit funded by the NEHA Food and Drug Administration (FDA) RFFM Mentorship Grant Program. Regulatory Support Office (RSO) staff provided food safety training to ASDOH staff, demonstrated risk-based inspection methodology by modeling retail food inspections in local food establishments, and assisted ASDOH with their workplan to gain conformance with the FDA Voluntary National Retail Food Regulatory Program Standards.
  4. Staff hosted representatives from the Wellesley Department of Health (WDH) to conduct a site visit funded by the RFFM Mentorship Grant Program from June 25 to June 27. RSO staff provided training on the FDA Voluntary National Retail Food Regulatory Program Standards. RSO staff also initiated the process of standardizing WDH staff following the FDA’s Procedures for Standardization of Retail Food Safety Inspection Officers by completing two standardization exercises in local food establishments.
  5. RSO staff attended and presented at the Association of Food and Drug Officials (AFDO) Annual Educational Conference in Grand Rapids, Michigan from June 9 to 12.
  6. 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 seven cook chill/sous vide plans, seven 2-barrier plans, 24 other HACCP plans, six waivers, and five operational plans in review.
  7. Special Processes staff held a meeting of noncompliance with The M Resort regarding their HACCP plan on June 26.

**IX. SPECIAL PROCESSES**

**ENVIRONMENTAL HEALTH Label Review – Fiscal Year Data**

| <b>Label Review</b>                      | <b>June 2023</b> | <b>June 2024</b> |   | <b>FY 22-23</b> | <b>FY 23-24</b> |   |
|--|------------------|------------------|---|-----------------|-----------------|---|
| <b>Facility Label Review Submissions</b> | 15               | 11               | ↓ | 270             | 211             | ↓ |
| <b>Facility Label Review Releases</b>    | 18               | 13               | ↓ | 274             | 193             | ↓ |
| <b>Number of Labels Approved</b>         | 152              | 301              | ↑ | 4,151           | 2,765           | ↓ |

**ENVIRONMENTAL HEALTH Special Processes Plan Review - Fiscal Year Data**

| <b>Special Processes Review</b>  | <b>June 2023</b> | <b>June 2024</b> |   | <b>FY 22-23</b> | <b>FY 23-24</b> |   |
|--|------------------|------------------|---|-----------------|-----------------|---|
| <b>Cook Chill/Sous Vide Submissions</b>  | 9                | 0                | ↓ | 15              | 3               | ↓ |
| <b>Cook Chill/Sous Vide Releases</b>   | 0                | 0                | → | 6               | 4               | ↓ |
| <b>2-Barrier ROP Submissions</b>   | 0                | 0                | → | 5               | 2               | ↓ |
| <b>2-Barrier ROP Releases</b>  | 0                | 0                | → | 10              | 1               | ↓ |
| <b>Other HACCP Special Processes Submissions (Including ROP of fish, unpasteurized durably packaged juice, preservation, curing, etc.)</b> | 0                | 6                | ↑ | 4               | 13              | ↑ |
| <b>Other Special Processes Releases</b>  | 0                | 0                | → | 4               | 16              | ↑ |

**ENVIRONMENTAL HEALTH Special Processes Waivers & Operational Plans Review - Fiscal Year Data**

| <b>Waivers &amp; Operational Plans Review</b> | <b>June 2023</b> | <b>June 2024</b> |   | <b>FY 22-23</b> | <b>FY 23-24</b> |   |
|---|------------------|------------------|---|-----------------|-----------------|---|
| <b>Waiver Review Submissions</b>              | 1                | 3                | ↑ | 11              | 11              | → |
| <b>Waiver Review Releases</b>                 | 0                | 1                | ↑ | 10              | 16              | ↑ |
| <b>Operational Plan Submissions</b>           | 0                | 4                | ↑ | 2               | 7               | ↑ |
| <b>Operational Plan Releases</b>              | 1                | 0                | ↓ | 5               | 4               | ↓ |

**ENVIRONMENTAL HEALTH Cottage Food Operations Registrations - Fiscal Year Data**

| <b>Cottage Food Operations Registrations</b>                 | <b>June 2023</b> | <b>June 2024</b> |   | <b>FY 22-23</b> | <b>FY 23-24</b> |   |
|--|------------------|------------------|---|-----------------|-----------------|---|
| <b>Registrations Approved Without Voluntary Label Review</b> | 0                | 15               | ↑ | 0               | 180             | ↑ |

# Memorandum



**Date:** July 25, 2024

**To:** Southern Nevada District Board of Health

**From:** Lourdes Yapjoco, MSN-PH, RN, CCM, Director of Primary & Preventive Care *LY*  
Cassius Lockett, PhD, Deputy District Health Officer-Operations *CL*  
Fermin Leguen, MD, MPH, District Health Officer *FL*

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**RE: PRIMARY & PREVENTIVE SERVICES BOARD OF HEALTH REPORT – June 2024**

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## I. Immunization Program

### A. Immunization Program Activities

1. The 2023-2024 Flu and COVID-19 vaccination program continues in all four Public Health Centers. A total of 460 Flu vaccines and 316 COVID-19 vaccines were administered in the PHCs.
2. For the month of June, there were 2,541 clients seen with 6,436 vaccines administered in all four PHCs and through the Immunization Outreach Program.
3. There were 345 immunization records reviewed with copies provided for clients who came to the immunization clinic and did not need any vaccinations.
4. Back-to-School services have started for the 2024-2025 school year, and we are working with community partners to decrease long lines in June, July and August. The Immunization Outreach Program has assisted in increasing services for children 18 years and younger. The first day of school for Clark County School District is August 12, 2024.
5. The collaboration with the American Cancer Association and the HPV Learning Collaborative is continuing in Year 2. Year 2 preliminary data continues to be in process and Mid-Year data is getting reviewed in collaboration with epidemiology. An in-service was provided to immunization staff, discussing ways to increase HPV vaccination starting at the age of 9 years old.

### B. Immunization Outreach Activities

1. A total of 5 outreach clinics were conducted in partnership with CCSD Middle schools and Family Support Center. 543 vaccines were administered to 227 clients.
2. 56 immunization records were transcribed in WebIZ, and missing immunizations were administered to clients if needed. In addition, there were 56 clients who were up to date with immunizations and provided a copy of their record.
3. The additional clinic resource for Back-to-School (BTS) administered 1090 vaccines to 416 clients in June. The clinic is for students 19 years old and under who need school immunizations. This is a new addition to the immunization services to increase daily throughput for appointment and walk-ins.

## II. COVID-19 Vaccine Campaign

### A. Community COVID-19 Vaccine Static Clinics and Pop-Up Sites

1. There were 238 COVID-19, 79 flu, and 1 RSV vaccine doses administered through 58 static and pop-up sites. These activities include clinics focused on the following



population groups: seniors, high-risk population groups, historically underserved communities, adolescents, and people experiencing homelessness.

2. The COVID-19 Vaccination program continues to operate the following static vaccine sites:
  - El Mercado in the Boulevard Mall, Thur-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 include CCDC Cares, Henderson Pride, Nevada First Ecclesiastical Jurisdiction, Nevada Homeless Alliance, Donna Community Center, Freedom Sober Living, Puentes, REACH, The Center, and World Refugee Health Day.
4. Through the In-Home Vaccine program there were 3 COVID vaccines and 1 RSV vaccine administered to this high-risk population group. This program is available for 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) 759-1910.
5. Vaccine outreach for people experiencing homeless living in encampments, tunnels and shelters continues once a month in collaboration with SNHD Office of Disease and Surveillance, SNHD's Sexual Health Outreach Prevention Program, and HELP of Southern Nevada.

**B. MPOX vaccinations**

1. Mpox vaccine has been commercialized and is no longer available to order through the National Stockpile as of April 30, 2024.
2. A total of 21 vaccines were administered through static clinics and pop-up sites.
3. Mpox vaccination continues to be administered at 4 static sites:
  - El Mercado in the Boulevard Mall, Thurs- Sat, 1100-1700
  - SNHD Fremont Public Health Center, Tues-Fri, 0800-1700
  - SNHD Sexual Health Clinic, Monday-Thurs, 0900-1500
  - SNHD Main Express, Mon-Thurs, 0800-1700
3. A community partnership with The Center continues once a month administering and educating about protection against mpox through vaccination.
4. 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.
5. Ongoing community partner calls are conducted regularly for updates and activity coordination.

**C. Additional projects**

1. A survey was conducted to address local vaccine hesitancy and interventions through health equity areas with low vaccination rates and in healthcare provider offices. This data is currently being analyzed.

**III. Community Health Nursing**

**A. Nursing Education**

There were no Nursing CEU's offered for the month of June 2024.

**B. Maternal Child Health**

There were three referrals for new lead cases in the month of June. There were no new referrals from the Newborn Screening Program.

C. Nurse Family Partnership (NFP)

The Southern Nevada Health District-Nurse-Family Partnership (NFP) has 192 active families; fifty-three are participating in the Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program. Sixty-three are participating through the Temporary Assistance for Needy Families (TANF) funding. Both grants are from the Nevada Division of Public and Behavioral Health.

The Teams continue to maintain strong relationships and partnerships with various community service providers and referral sources for both SNHD's Nurse Family Partnership and Healthy Start. Enrolled families in the programs received education, support, and referrals to essential services available in the community.

D. Healthy Start Initiative- Enhanced

The Southern Nevada Health District's Healthy Start Initiative Program is supported by the Health Resource and Service Administration (HRSA) of the U.S. Department of Health and Human Services (HHS). There was a total of twenty-three active families served in June.

In-person program outreach was conducted at Nevada Health Centers WIC, Women's Resource Medical Center (Allyfe), UNLV Women's Health Center, Sunrise Children's Foundation WIC, Puentes, and at a Medicaid – Anthem Blue Cross Blue Shield wellness center.

**IV. Sexual Health Outreach and Prevention Program**

- A. Express Testing provided 182 screening encounters.
- B. The Congenital Syphilis Case Management Program (CSCMP) is a program to address the high rate of congenital syphilis in the community. The CSCM nurse, in coordination with perinatal Hep B and HIV programs, continue to meet monthly to plan future targeted education sessions to increase knowledge and awareness of these diseases and available resources. Academic detailing occurred at Spring Valley Hospital and with United Health Care OB Case Mangers.
- C. Members of SHOPP team attended Stopping Syphilis Summer Seminar Series. The manager attended the Continuum 2024 conference and presented an abstract poster titled; "Making a Difference in 20 Minutes" related to the Express Testing program at SNHD.
- D. SHOPP Team attended 5 POP Up Homeless events and provided Express Testing every Friday at Fremont site.
- E. SHOPP houses a Neurosyphilis Emergent Onsite Navigation (NEON) program, which aims to provide critical linkage services to patients suspected of neurosyphilis. Two referrals were received in the program and the CSCM nurse, in coordination with the Sexual Health Clinic and the University Medical Center's Wellness Center staff navigated the patients to UMC ER for the appropriate medical evaluation, diagnostic tests, and treatment.
- F. SHOPP manager and supervisor attended the all-site meeting in Denver related to subgrant: *A Status Neutral Approach to Improve HIV Prevention and Health Outcomes for Racial and Ethnic Minorities*. This is an innovative initiative that reframes how

traditional HIV services are delivered and aims to retain people in care, regardless of HIV status. People whose HIV test is non-reactive 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. The first of three CHW's for this initiative continued to train throughout the month of June.

#### **V. Tuberculosis (TB) Clinic**

- A. The TB clinic reported four (4) new adult active TB active in June 2024. No pediatric active TB cases were reported.

#### **VI. Employee Health Nursing**

- A. Four (4) SNHD employees tested for COVID-19 in June 2024. No PCR tests were conducted at CSN Charleston/North Las Vegas locations. Four (4) tests from outside entities resulted in four (4) positive cases.
- B. Employee New Hire and Annual catch-up TB testing is ongoing, with thirty-five (35) tests completed in June 2024.
- C. Employee New Hire and Annual FIT Testing Medical Evaluations continued in June 2024, with ten (10) medical clearances conducted.
- D. There was one (1) employee Blood Borne Pathogens exposure case for the month of June 2024.
- E. There are no new employee TB exposure cases for the month of June 2024.

#### **F. Vaccine Clinics**

- June 1 – June 30, 2024  
Employees Total: 2 employees
  - 0 COVID – 19 Updated boosters.
  - 0 Influenza Vaccines
  - 0 Monkeypox Vaccines
  - 2 other vaccinesTotal vaccines given: 2

- G. Policies and procedures continue to be reviewed and updated.

**PRIMARY AND PREVENTIVE CARE**

**MONTHLY REPORT**

**June 2024**

**Client Encounters by Locations**

| Location                    | DECATUR<br>PHC | ELV<br>PHC | Hend<br>PHC | Mesquite<br>PHC | Laughlin | Mobile<br>Clinic | Homeless<br>Outreach | Targeted<br>Populations | *Other BTS Clinic | TOTAL        |
|-----------------------------|----------------|------------|-------------|-----------------|----------|------------------|----------------------|-------------------------|-------------------|--------------|
| Immunization                | 1,021          | 590        | 229         | 57              | 0        | 0                | 0                    | 0                       | 644               | 2,541        |
| Immunization Records Issued | 349            | 70         | 19          | 7               |          |                  |                      |                         |                   | 445          |
| Newborn Metabolic Screening | 0              | 0          | 0           | 0               |          |                  |                      |                         |                   | 0            |
| Sexual Health Clinic        | 210            |            |             |                 |          |                  | 6                    |                         |                   | 216          |
| TB Treatment & Control      | 1,576          |            |             |                 |          |                  |                      |                         |                   | 1,576        |
| SAPTA Services              |                |            |             |                 |          |                  |                      | 12                      |                   | 12           |
| <b>TOTAL</b>                | <b>3,156</b>   | <b>660</b> | <b>248</b>  | <b>64</b>       | <b>0</b> | <b>0</b>         | <b>6</b>             | <b>12</b>               | <b>644</b>        | <b>4,790</b> |

**Client Encounters by Program**

| Program                     | June<br>2023 | June<br>2024 |          | FY 22-23      | FY 23-24      |          |
|-----------------------------|--------------|--------------|----------|---------------|---------------|----------|
| Immunizations               | 2,428        | 2,541        | ↑        | 39,242        | 35,432        | ↓        |
| Immunization Records Issued | 333          | 325          | ↓        | 5,431         | 3,565         | ↓        |
| COVID-19 Vaccine Given*     | 290          | 238          | ↓        | 10,832        | 5,267         | ↓        |
| Newborn Met. Screening      | 3            | 0            | ↓        | 4             | 1             | ↓        |
| Sexual Health Clinic        | new          | 216          |          | new           | 13,152        |          |
| TB Treatment & Control      | 1,496        | 1,576        | ↑        | 14,924        | 17,342        | ↑        |
| SAPTA Services              | 46           | 12           | ↓        | 507           | 293           | ↓        |
| <b>TOTAL</b>                | <b>4,596</b> | <b>4,908</b> | <b>↑</b> | <b>70,940</b> | <b>75,052</b> | <b>↑</b> |

\* COVID Grant Outreach Team

| Immunization Program                                       |           |           |   |          |          |   |
|--|-----------|-----------|---|----------|----------|---|
|  | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
| <b>Immunizations</b>                                       |           |           |   |          |          |   |
| Flu Vaccine Given  | 449       | 135       | ↓ | 9,331    | 7,058    | ↓ |
| Gratis   | 62        | 31        | ↓ | 2,166    | 1,419    | ↓ |
| COVID Vaccine*   | 409       | 304       | ↓ | 3,107    | 4,380    | ↑ |
| *Given by Immunization Clinics                             |           |           |   |          |          |   |
| <b>Vaccines for Children (VFC)*</b>                        |           |           |   |          |          |   |
| Number of VFC Compliance Visits                            | 2         | 10        | ↑ | 48       | 91       | ↑ |
| Number of IQIP Visits*                                     | 3         | 9         | ↑ | 88       | 83       | ↓ |
| Number of Follow Up Contacts                               | 55        | 21        | ↓ | 338      | 472      | ↑ |
| Number of Annual Provider Training                         | 32        | 33        | ↑ | 121      | 156      | ↑ |
| Number of State Requested Visits                           | 67        | 16        | ↓ | 1,055    | 414      | ↓ |
| <b>Perinatal Hepatitis B</b>                               |           |           |   |          |          |   |
| # of Expectant Women                                       | 18        | 20        | ↑ | 19       | 19       | → |
| # of Infants   | 65        | 84        | ↑ | 78       | 72       | ↓ |
| Total # of Infants Delivered                               | 2         | 2         | → | 43       | 32       | ↓ |
| New Cases  | 3         | 2         | ↓ | 55       | 57       | ↑ |
| Closed Cases   | 7         | 0         | ↓ | 69       | 42       | ↓ |
| <b>Childcare Program</b>                                   |           |           |   |          |          |   |
| Childcare Audits   | 8         | 2         | ↓ | 70       | 100      | ↑ |
| Baseline Immunization Rate                                 | 79%       | 79%       | → | 74%      | 77%      | ↑ |
| # of Final Audits  | 8         | 2         | ↓ | 70       | 100      | ↑ |
| Final Immunization Rate                                    | 93%       | 97%       | ↑ | 93%      | 95%      | ↑ |
| # of Records Reviewed                                      | 587       | 141       | ↓ | 4891     | 9229     | ↑ |
| <b>Covid-19 Vaccine Campaign</b>                           |           |           |   |          |          |   |
| <b>COVID-19 Vaccine Campaign</b>                           |           |           |   |          |          |   |
| # of COVID-19 Vaccines administered                        | 290       | 238       | ↓ | 10,542   | 5,267    | ↓ |
| # of Monkeypox Vaccine administered*                       | 24        | 21        | ↓ | 589      | 374      | ↓ |
| # of Influenza Vaccine administered*                       | 28        | 79        | ↑ | 1403     | 3168     | ↑ |
| # of Healthcare Provider Compliance Visits                 | 0         | 0         | → | 30       | 4        | ↓ |
| # of Newly Enrolled Healthcare Provider Education Sessions | 0         | 0         | → | 56       | 16       | ↓ |
| # of Potential Healthcare Provider Recruitment Sessions    | 10        | 0         | ↓ | 52       | 48       | ↓ |
| # of Healthcare Provider Contacts                          | 282       | 3         | ↓ | 1234     | 913      | ↓ |
| * Vaccine administration started October 2022              |           |           |   |          |          |   |

| Community Health Program       |           |           |   |          |          |   |
|--------------------------------|-----------|-----------|---|----------|----------|---|
|                                | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
| <b>Nursing Field Services</b>  |           |           |   |          |          |   |
| MCH Team Home Visit Encounters | 17        | 11        | ↓ | 111      | 128      | ↑ |
|                                | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
| <b>NFP (Team 1)</b>            |           |           |   |          |          |   |
| Referrals                      | 3         | 18        | ↑ | 95       | 174      | ↑ |
| Enrolled                       | 2         | 7         | ↑ | 62       | 96       | ↑ |
| Active                         | 109       | 129       | ↑ |          |          |   |
|                                | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
| <b>NFP (Expansion Team)</b>    |           |           |   |          |          |   |
| Referrals                      | 10        | 5         | ↓ | 104      | 77       | ↓ |
| Enrolled                       | 6         | 3         | ↓ | 62       | 49       | ↓ |
| Active                         | 61        | 64        | ↑ |          |          |   |
|                                | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
| <b>MCH</b>                     |           |           |   |          |          |   |
| # of Referrals Received        | 5         | 5         | → | 43       | 43       | → |
| # from CPS*                    | 4         | 2         | ↓ | 31       | 29       | ↓ |
| # of Lead Referrals            | 0         | 3         | ↑ | 3        | 11       | ↑ |
| # of Total Admissions          | 4         | 2         | ↓ | 28       | 23       | ↓ |
|                                | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
| <b>EHB</b>                     |           |           |   |          |          |   |
| Referrals                      | 5         | n/a       | ↑ | 74       | 15       | ↓ |
| Enrolled                       | 4         | n/a       | ↑ | 54       | 16       | ↓ |
| Active                         | 46        | 10        | ↓ |          |          |   |
|                                | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
| <b>Thrive by 0 - 3</b>         |           |           |   |          |          |   |
| Referrals                      | 61        | 52        | ↓ | 727      | 649      | ↓ |
| One-Time Home Visits           | 7         | 3         | ↑ | 45       | 92       | ↑ |
| Enrolled                       | 1         | 8         | ↑ | 26       | 35       | ↑ |
| Active                         | 12        | 16        | ↑ |          |          |   |
|                                | June 2023 | June 2024 |   | FY 22-23 | FY 23-24 |   |
| <b>Healty Start</b>            |           |           |   |          |          |   |
| Referrals                      | N/A       | 24        | ^ | N/A      | 59       | ^ |
| Enrolled                       | N/A       | 6         | ^ | N/A      | 25       | ^ |
| Active                         | N/A       | 23        | ^ |          |          |   |
| **New program as of 01/01/2024 |           |           |   |          |          |   |
| ^ No data available            |           |           |   |          |          |   |

| Tuberculosis Program  |           |           |   |           |          |   |
|---|-----------|-----------|---|-----------|----------|---|
| Tuberculosis  | June 2023 | June 2024 |   | FY 22-23  | FY 23-24 |   |
| Number of Case Management Activities*   | 273       | 237       | ↑ | 2,739     | 2,574    | ↓ |
| Number of Monthly Pulmonary Specialist Clinic Clients Seen  | 39        | 18        | ↓ | 410       | 377      | ↓ |
| Number of Monthly Electronic Disease Notifications Clinic Clients (Class B)                       | 32        | 36        | ↑ | 190       | 449      | ↑ |
| Outreach Activities during the Month - Presentations, Physician Visits, Correctional Visits, etc. | 6         | 5         | ↓ | 63        | 218      | ↑ |
| Directly Observed Therapy (DOT) Field, clinic and televideo encounters                            | 1,223     | 1,356     | ↑ | 11,977    | 15,091   | ↑ |
| *New EMR system- Counting only successful activities  |           |           |   |           |          |   |
| Substance Abuse Prevention & Treatment Agency (SAPTA)   | June 2023 | June 2024 |   | FY 22-23  | FY 23-24 |   |
| # of Site Visits  | 2         | 1         | ↓ | 36        | 18       | ↓ |
| # of Clients Screened   | 46        | 12        | ↓ | 507       | 293      | ↓ |
| # of TB Tests   | 35        | 11        | ↓ | 431       | 260      | ↓ |
| # of Assessments only   | 11        | 1         | ↓ | 76        | 33       | ↓ |
| Sexual Health Outreach and Prevention Program   |           |           |   |           |          |   |
| Sexual Health Outreach and Prevention Program (SHOPP) - Express Testing**                         | June 2023 | June 2024 |   | FY 22-23  | FY 23-24 |   |
| # of screening encounters   | N/A       | 182       | ^ | N/A       | 2,105    | ^ |
| # of clients screened   | N/A       | 182       | ^ | N/A       | 2,096    | ^ |
| # of clients with positive STI identified   | N/A       | 15        | ^ | N/A       | 183      | ^ |
| Sexual Health Outreach and Prevention Program (SHOPP)- Linkage **                                 | June 2023 | June 2024 |   | FY 22-23  | FY 23-24 |   |
| # of clients referred to Linkage  | N/A       | 22        | ^ | N/A       | 195      | ^ |
| # of clients linked to care   | N/A       | 18        | ^ | N/A       | 161      | ^ |
| Sexual Health Outreach and Prevention Program (SHOPP)- CSCMP **                                   | June 2023 | June 2024 |   | FY 22-23* | FY 23-24 |   |
| # of referrals (pregnant, post-partum, infants)   | N/A       | 8         | ^ | N/A       | 135      | ^ |
| # of clients enrolled in CM   | N/A       | 6         | ^ | N/A       | 95       | ^ |
| # of active pregnant clients  | N/A       | 29        | ^ | N/A       |          |   |
| # of infants being followed   | N/A       | 23        | ^ | N/A       |          |   |
| # of provider/community trainings   | N/A       | 2         | ^ | N/A       | 15       | ^ |
| **New program/ department as of 7/1/2023  |           |           |   |           |          |   |
| ^ No data available   |           |           |   |           |          |   |
| Non-cumulative  |           |           |   |           |          |   |

Good morning. Rory Kuykendall for the Culinary Union. My comments this morning concern ghost kitchens and regulatory challenges for state and local governments.

State and local health officials have noted that the ghost kitchen model raises particular food safety concerns and concerns about finding violations or tracing illnesses back to shared facilities.

Virtual restaurants are subject to applicable permitting and inspection requirements. The National Association of County and City Health Officials said in a statement to the Boston Globe: "But, the difficulty lies in identifying the operations."

We are grateful for the Southern Nevada Health District staff members that handle public records. Those records indicate there are 93 ghost kitchens in the district and we are examining them for regulatory concerns.

Gary Coggins is an environmental health manager with the New River Health District one of 35 local health districts that makes up the Virginia Department of Health. Coggins oversees restaurant inspections in the district. Only 30 of 665 food establishments in Coggins' district are permitted as ghost kitchens but he told the Virginia Mercury that he suspects the actual number of ghost kitchens is "way underreported." The Virginia Mercury reported that Coggins said: "Local and state officials are struggling to keep tabs on the kitchens due to the sheer amount of them popping up across the state." The Department of Health "usually becomes aware of ghost kitchens during inspections of existing businesses or through foodborne illness complaints."

In a 2021 panel to the New Era of Smarter Food Safety Summit on E-Commerce, Galen Baxter, the Environmental Health Director at the Fulton County, Georgia Board of Health, named issues ghost kitchens pose for regulators, including: ensuring that ghost kitchen menus contain consumer advisories, that ghost kitchens provide consumers



with their preparation facility's address, so that in the event of "an outbreak of some sort, [the officials will] be able to trace it back to that facility"; and that consumers can access virtual inspection reports, in lieu of a physically posted inspection score.

We have copies of these news articles and comments from health officials to turn in with our comments

The ghost kitchen industry has grown rapidly in Nevada. Sam Nazarian is the owner and founder of ghost kitchen brand C3, as well as the chairperson of SBE, which owns and operates Citizen's Kitchen and Bar and other restaurants at Mandalay Bay Casino. C3 and other ghost kitchen companies offered or planned to offer many "digital brands" in Las Vegas in the past few years. There is so little transparency in the industry that it's difficult to figure out the exact number of ghost kitchens operating at any given time, or to figure out if a restaurant on a delivery app is actually a ghost kitchen. For example, Southern Nevada Health District records list the address of one off-strip hotel as the address associated with at least 4 brands or "virtual restaurants" associated with Sam Nazarian's C3. However, on the hotel's website there's no mention of Sam Nazarian brands under Dining. We don't know what's going on there. What we do know is a July 2021 press release stated that C3 was on track to have 12,000 kitchens by 2023. As of July 2024, customers could order from 0 locations listed on C3's ordering platform Go by Citizens.

We think it's in everyone's interest for Mr. Nazarian's ghost kitchens and other ghost kitchen businesses to be more transparent.

# Do you know where your chicken wings come from? Explosion of virtual restaurants fuels health concerns

By Kay Lazar and Anissa Gardizy Globe Staff, Updated June 26, 2022, 5:57 p.m.



Several "virtual restaurants," as indicated by the stickers on the window, operate in this Bertucci's Brick Oven Pizzeria, in Chelmsford. PAT GREENHOUSE/GLOBE STAFF

The French fries on the floor were the first clue. The inspector, from the Lexington health department, knew the Italian restaurant didn't serve them. Where had they come from, she asked?

That's when she learned the kitchen was preparing meals for several "virtual restaurants," online, delivery-only operations with food that is very different from what the kitchen normally serves.

In Leominster, the health director recently made a similar discovery. After some online sleuthing, he learned that a local pizza restaurant, part of a national chain, had been preparing food for a virtual Chinese restaurant, while a Brazilian steakhouse was cooking up concoctions for a virtual operation specializing in macaroni and cheese dishes.

"It's like smoke and mirrors or a shell game," said Joanne Belanger, Lexington's health director. "We license this particular restaurant, but on the side they are running six or seven other things."

Many consumers, who browse and order food online through third-party companies like Grubhub, probably don't think too much about where their wings and burgers come from.

But the question gnaws at some health inspectors amid an explosive rise nationally in online-only food operations.

No one knows how many such operations are running in Massachusetts or nationwide, as there is no central entity that tracks them. But agencies from local health departments to the Food and Drug Administration are concerned and struggling to catch up. At the same time, restaurant industry leaders and some regulators say these virtual food hubs are safe and pose no more risk than brick-and-mortar operations.

A recent survey by the National Restaurant Association found about 40 percent of restaurant operators said they expected more such virtual businesses to open this year, in an industry already estimated to be a \$43 billion market.

"Our regulations haven't kept pace with how technology has changed," said Timothy McDonald, Needham's health director. "I think we are just trying to figure out how to

regulate this in a safe and responsible manner.”

Inspectors’ main concern is how these restaurants will impact their ability to track food-borne illness. Such cases are already notoriously difficult to trace, because the process relies on people’s memories of what and where they ate. The growth of virtual restaurants is likely to make that process even more complex, inspectors say.

“If we think a restaurant is not preparing burgers, and there is a food-borne illness involving burgers, and we think, ‘It can’t possibly come from [that restaurant] because they don’t prepare burgers,’” that’s a problem, McDonald said.

Inspectors are also concerned about an increased potential for so-called cross-contamination events, where consumers are unwittingly exposed to ingredients they’re allergic to. That, inspectors say, can happen if kitchen staff, used to preparing food from the menu at a brick-and-mortar restaurant, may not realize they need a different storage and preparation process for all the virtual operations going on at the same time.

“I don’t want to take business away from a place, but I also want to make sure there is no cross-contamination,” said Jeffrey Stephens, Leominster’s health director.

Virtual restaurants, sometimes called ghost kitchens, only exist online and can take many forms. Typically, a brick-and-mortar restaurant will launch several virtual restaurants, with different names and menus, and prepare the food using its existing kitchen. These virtual brands only appear online and are visible to customers who order on takeout and delivery apps.

With little guidance from the state health department, which does not track virtual food operations, the Massachusetts Health Officers Association recently asked its Academic Public Health Corps, comprised of public health students and experts, to research how widespread the phenomenon is in Massachusetts, how various communities are inspecting and licensing them, and what, if any, harm they may cause.

They hope to have some answers later this summer.

The National Association of County and City Health Officials said in regions where they've heard from local health departments, these virtual restaurants are required to get separate permits and inspections — if the central food preparation location can be found.

“But the difficulty lies in identifying the operations,” the association said in a statement.

The Food and Drug Administration held a three-day summit last fall, “Ensuring the Safety of Foods Ordered Online and Delivered Directly to Consumers,” which included safety concerns about virtual restaurants.

The agency said in a statement that it is still studying all the different versions of online food operations, the potential safety risks, and “what the regulatory community along with the FDA can do to address the gaps.”

But industry leaders say virtual restaurants are safe and don't need separate regulations or permits.

“Restaurants have run daily specials forever that are not on the menu, so how is that any different?” said Bob Luz, president of the Massachusetts Restaurant Association.

“If I am running a second menu out of Bobs Burgers, say I am now running Ann's Chicken Sandwiches, it's no different. It's all food,” he said.

Robert Earl, chief executive of Earl Enterprises, which owns Bertucci's, Planet Hollywood, and several other chain restaurants, as well as a string of virtual operations, said adding new food items to a menu, or even a new virtual restaurant, shouldn't impact a health inspection which, he said, focuses on whether food is being stored and refrigerated properly, whether the place is clean, and the operation has the right equipment.

“If [an inspector] would like to have prior knowledge that there are virtual brands, I have no problem with that,” Earl said. “All they have to do when they walk through the door ... is ask that. No one is hiding it.”

Health inspectors in Boston have been aware of virtual restaurants for several years, said Lisa Timberlake, spokeswoman for the city’s Inspectional Services Department. She said that if the parent brick-and-mortar business is properly permitted and uses the same employees to prepare virtual restaurant orders, the department sees no cause for concern.

“As long as it’s coming from the same restaurant, whatever they want to operate online as, it’s still going back to that core business,” she said.

Timberlake said the health department has reviewed less than five virtual restaurants over the past few years and found no health code violations. Boston doesn’t have plans to track or regulate online restaurant brands, she said.

“All of these new, innovative ideas and business models are popping up all the time,” Timberlake said. “We want to work with folks.”

The Chelmsford health department last year discovered the local Bertucci’s was running six virtual restaurants and, after discussions with the company and the local establishment, added the names of the virtual operations to Bertucci’s permit and treats them as one business.

“It has worked out fine,” said Donna Greenwood, a Chelmsford inspector. “We have not had any concerns, or issues, or any complaints.”

But Needham’s health department recently encountered a significant problem: a Thai restaurant the department closed this spring for repeated health violations opened a virtual Thai restaurant under a new name.

“The concept of restaurants getting around suspension through online technology is concerning,” said McDonald, from Needham.

In Lexington, where the inspector recently stumbled on the company’s virtual operations after finding French fries on the floor and other problems with cleanliness, the health department sent a notice to Bertucci’s to cease the virtual portion of its local business until the town could review and issue permits.

“Everyone is going to look at this through their own lens and training,” said Belanger, Lexington’s health director. “If there is a way this can be done, great, the state should show us and make it safe for the consumer.”

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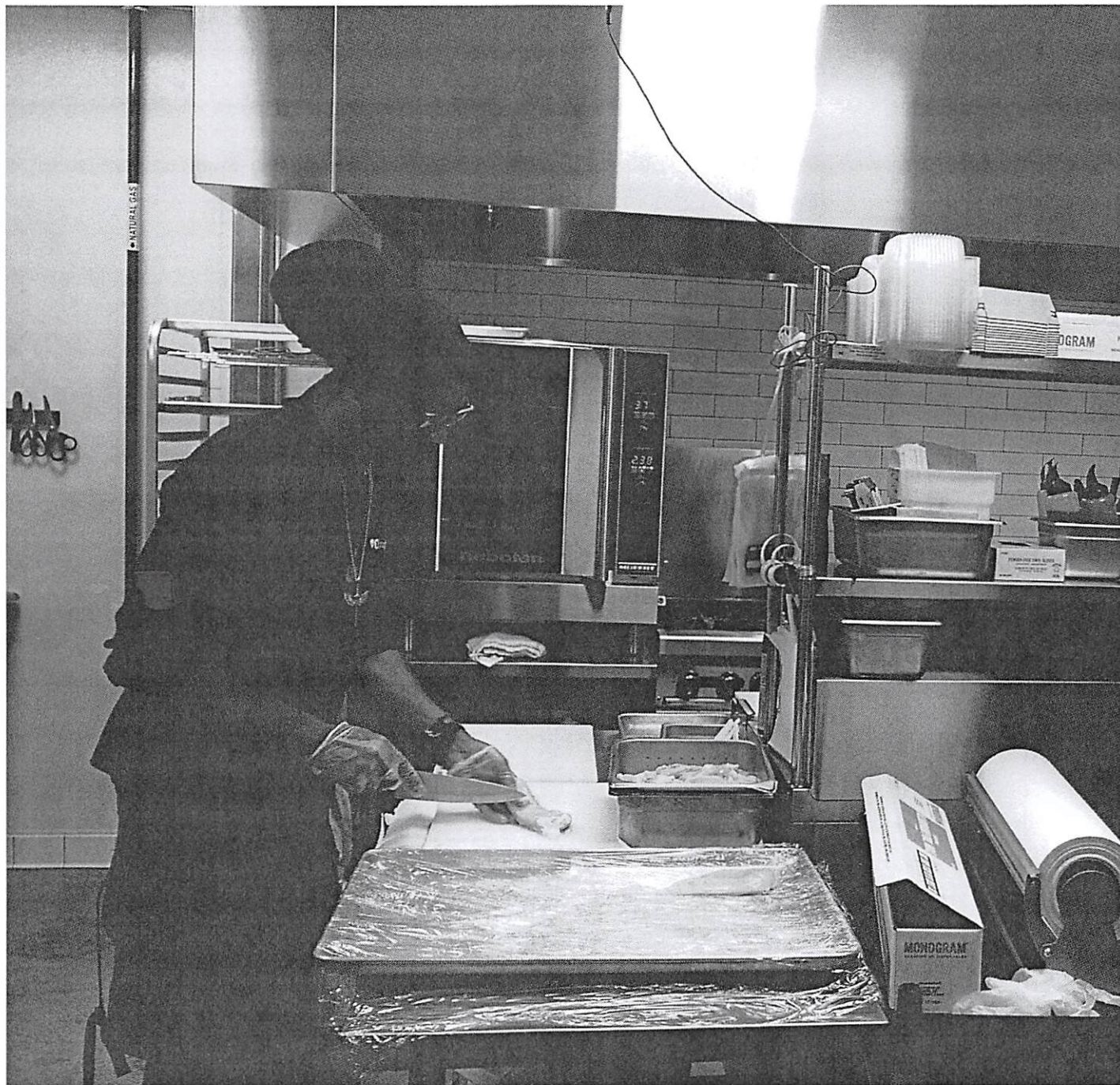
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## Lack of transparency from ghost kitchens spooks state officials

By: Meghan McIntyre - April 10, 2023 12:04 am



Chef prepares food for ghost kitchen restaurant On A Roll Italian Subs, located in virtual food hall ChefSuite. (Meghan McIntyre / Virginia Mercury)

Scrolling through UberEats offerings in the Richmond neighborhood of Shockoe Bottom can make the area seem like poultry heaven: The app shows six similar-looking chicken restaurants available to order from all within a stone's throw of the community's mainstreet.

However, finding "Tender Luvin" or "CHIC CHICK" on foot is an impossible task. That's because the six chicken joints are ghost kitchens — restaurants that only exist online.

All six share almost identical menu items and come from the kitchen of one restaurant called CHIC'N & BEER, owned by entrepreneur and realtor Tysean Ford.

"We just want to make sure that we get more of a market share. We could make more profits and reach more people," Ford said. "More people are ordering delivery now than before."

A phenomenon that took off at the start of the COVID-19 pandemic, ghost kitchens, cloud kitchens and virtual restaurants are umbrella terms for restaurant brands sold exclusively for delivery and sometimes pickup through third-party apps like UberEats, Grubhub and Doordash. There's an array of forms ghost kitchens can take, but



Gary Coggins, an environmental health manager with the New River Health District who oversees restaurant inspections, said the most common model he encounters is a brick-and-mortar restaurant that operates under a different name online.

Examples of these models include Ford's business, as well as restaurants like Pasqually's Pizza & Wings, which comes from the kitchen of Chuck E. Cheese, and Cosmic Wings, which comes from Applebee's.

The National Restaurant Association says ghost kitchens have become extra revenue sources for restaurants and were especially vital for businesses struggling to stay open during the beginning of the pandemic.

But Coggins said local and state officials are struggling to keep tabs on the kitchens due to the sheer amount of them popping up across the state. That surge, coupled with the lack of transparency that characterizes many ghost kitchens in Virginia, raises questions about the ability of officials to enforce the laws and regulations that have long been used to protect consumers in traditional restaurants and food service establishments.

In many cases, government agencies say they simply aren't aware of the businesses' existence, even if they readily appear on takeout apps. And while some ghost kitchens say they are simply an alternative restaurant model keeping up with the times of an evolving industry, oversight systems in some instances haven't caught up. The ability of ghost kitchens to fly under the radar has stoked fears that less scrupulous businesses could mislead customers, lead to foodborne illness outbreaks through unpermitted food handling and cause confusion for tax collectors.

### Multiple models

Besides traditional restaurants running ghost kitchens as extra revenue streams, other ghost kitchen models include virtual food halls, where multiple restaurants have individual kitchens operating under the same roof, or a shared commercial kitchen where multiple online restaurant brands without storefronts make orders.

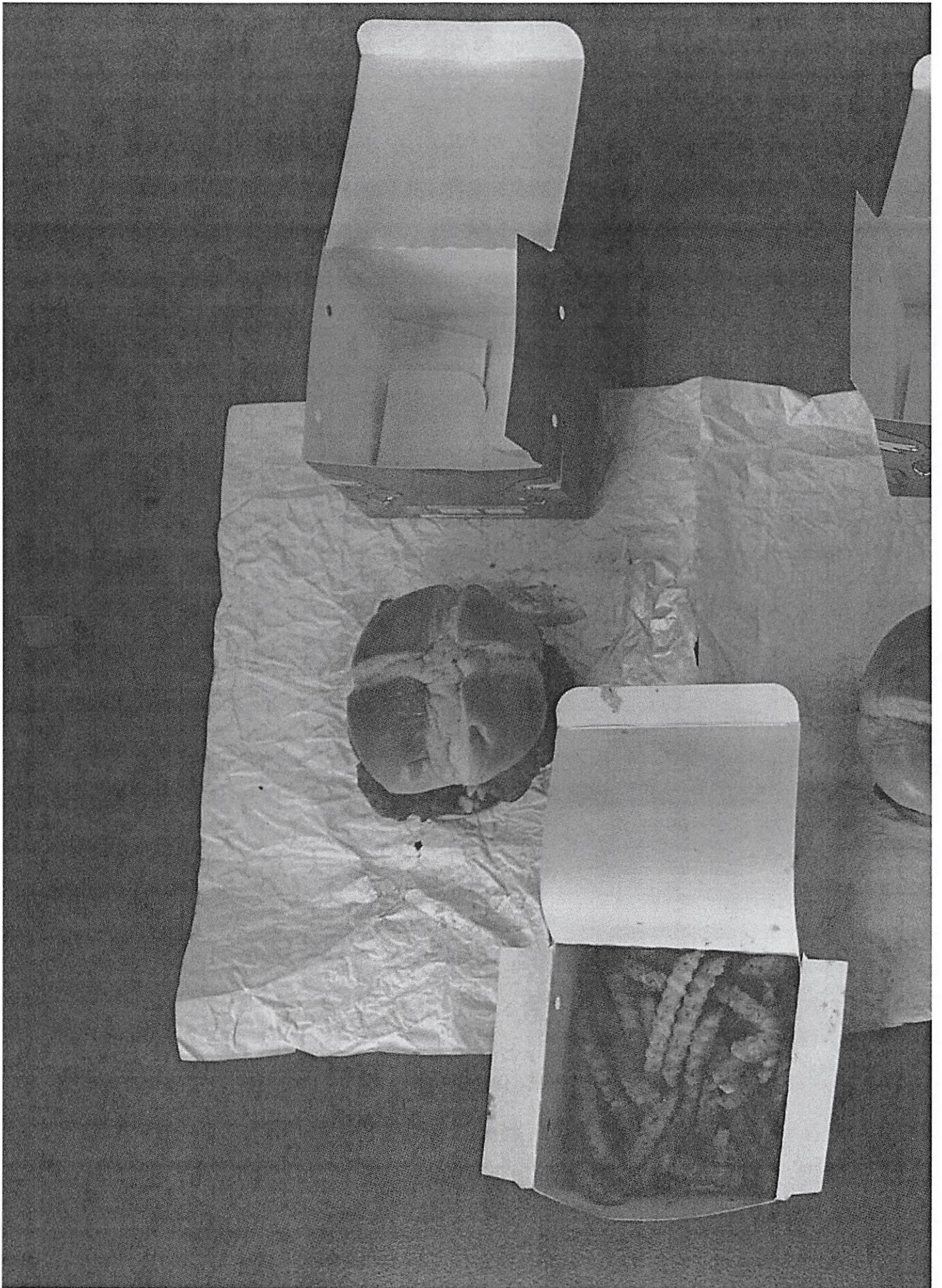
Each food delivery app has its own conditions for businesses setting up ghost kitchens on the platform, which Ford said can include requirements that 15% of the menu be different from that of the original restaurant.

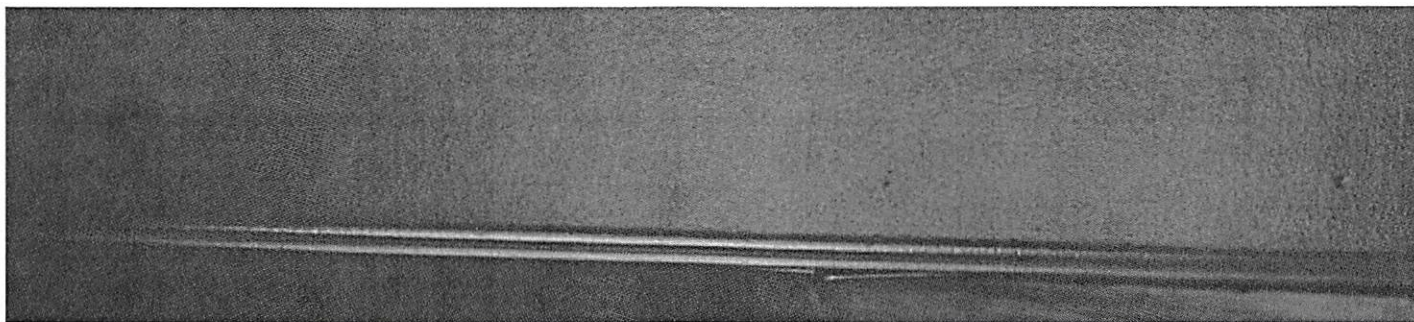
Several ghost kitchens also operate out of convenience stores that have delis. Approximately 20 ghost kitchen brands, like "Croissant Club" and "Freaking Good Pizza," come from just two convenience stores in Richmond, but similar operations can be seen in other stores across the state.

Food establishments have the option to franchise and sell ghost kitchen brands from national chains such as [Accelerate](#), which owns brands such as "Super Smash Burgers" and "Egghead Breakfast Burritos," the latter of which can be found in Richmond. A more high-profile venture known as MrBeast Burger, a ghost kitchen brand created by YouTuber MrBeast in partnership with national chain Virtual Dining Concepts, similarly franchises the recipes for its brand for food establishments to make across the country.

How closely these brands oversee the quality and consistency of what's being served is unclear. The Mercury found noticeable differences between three of the same menu items ordered on the same day at the same time from two different MrBeast Burger ghost kitchens, ranging from packaging to seasoning to type of ingredients used.

Neither MrBeast nor his publicist at advertising firm Kovert Creative responded to comment requests from the Mercury.





Same menu items by ghost kitchen brand MrBeast Burger ordered from two different restaurants. (Virginia Mercury)

### Invisible to the health department

The exact number of ghost kitchens that operate in Virginia is unknown. Olivia McCormick, director of the Division of Food and General Environmental Sciences with the Virginia Department of Health, said that's because the department doesn't track ghost kitchens as a distinct type of food establishment.

Fewer than 30 of the 665 food establishments permitted in Coggins' district, which covers five localities in Southwest Virginia, are for ghost kitchens, but he said he suspects that number is "way underreported and recognized."

"Some of the ones we are aware of have multiple virtual storefronts," Coggins said. "so it can be a little bit hard to quantify sometimes, because is that six restaurants or is it one restaurant also operating as these five other places?"

Restaurants are expected to let the health department know when they change operations or start a ghost kitchen, especially when introducing new menu items that may require additional permits or inspections. But he said the department usually becomes aware of ghost kitchens during inspections of existing businesses or through foodborne illness complaints.

"During an inspection we'll start seeing foods that we've never seen in that facility before," Coggins said. "Like all of a sudden they're doing egg rolls and they're traditionally an Italian or kind of a pasta joint maybe, and it's like, 'All right, why are these here?'"

Tracing foodborne illness complaints back to the ghost kitchens from which they originated can also prove difficult when their physical address is unknown to the department, Coggins said, leading to a much slower response and the potential for more people to get sick.

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Some ghost kitchen operators may assume they don't need to notify the health department when opening a ghost kitchen. Ford said his understanding is his menu can change as long as his establishment operates within food safety standards reviewed through inspections.

State law and regulations require all restaurants and food service businesses to make their inspection reports available to customers. The idea, said McCormick, is that consumers should be able to look up inspection reports and see if there's been any instances of foodborne illness complaints or outbreaks from a ghost kitchen before ordering.

But it's unclear how customers of ghost kitchens with neither a storefront nor a website can access this information.

Furthermore, businesses that repeatedly fail to comply with state law and regulations can face fines and a misdemeanor charge. Coggins said that fortunately doesn't happen very often, but such penalties can be easy for ghost kitchens running multiple operations to hide.

"The scariest of the bunch are these ones that are really just kind of the whack-a-mole example," Coggins said. "They just go and hide and they run and pop up someplace else."

Coggins said "it goes back to knowing them by all of their various aliases and making sure that they're all matched together with where the food is physically being prepared."

Complicating the situation further is that ghost kitchens operated out of convenience store delis are regulated not by VDH, but by the Virginia Department of Agriculture and Consumer Services. While VDACS says it holds these establishments to the same permitting and inspection standards as the VDH, the division of oversight could potentially cause confusion.

### Unseen by the SCC and tax collectors

Businesses that operate ghost kitchens out of their establishments under a different name — like Ford's various ghost kitchens running out of CHIC'N & BEER — are legally required to register these fictitious names with the State Corporation Commission.

Registration of a fictitious name is important because it allows the public to know the actual owner of the business they're buying from, said Andy Farmer, director of the SCC's Division of Information Resources, in an email.

A local commonwealth's attorney can bring charges against a business for failing to register a fictitious name, said Farmer, which can result in a misdemeanor conviction and a fine of not more than \$2,500, jail time or both.

In practice, though, searches by the Mercury of several ghost kitchens operating in the Richmond region alone reveal many owners aren't registering their fictitious names as required.

Officials may not be aware of the extent to which registrations aren't occurring. Virginia Association of Commonwealth's Attorneys Administrator Amanda Howie said cases against businesses that fail to register fictitious ghost kitchen names have not been brought up in any of the organization's meetings.

Kyle Wingfield, an attorney and chair of the Taxation Section Council at the Virginia Bar Association, said unregistered fictitious names can also be a source of confusion for state and local tax auditors who may have trouble enforcing tax collections from a ghost kitchen business when its true owner is nowhere to be found online.

It's possible, Wingfield said, that an unregistered ghost kitchen could also be removed from a delivery app and disappear without a trace when it comes time to pay taxes.

"The way it should be working is that whatever ghost kitchen is operating, that's what the LLC is: the ultimate owner of the ghost kitchen," Wingfield said. "Everything should be rolling up and being reported on the LLC's sales tax returns, meals tax and business license and income tax returns."

Wingfield also emphasized that some businesses simply aren't fully educated on tax laws and may not have any malicious intent behind not registering their ghost kitchens.

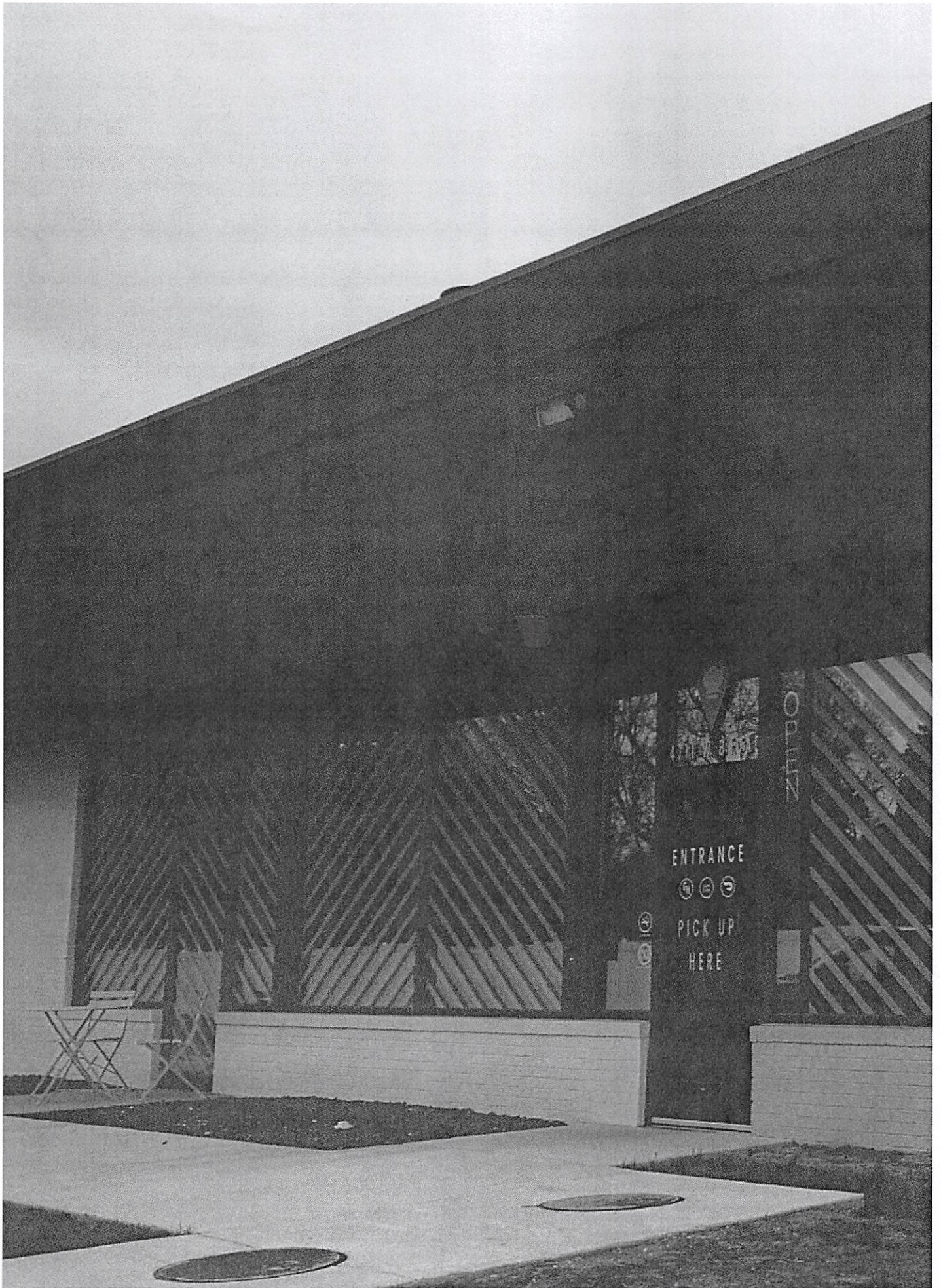
Heather Cooper, director of communications and training with the Virginia Department of Taxation, said in an email that agency staff who work in the field review data like SCC business registrations, VDH inspection reports and information provided by local tax officials on a regular basis.

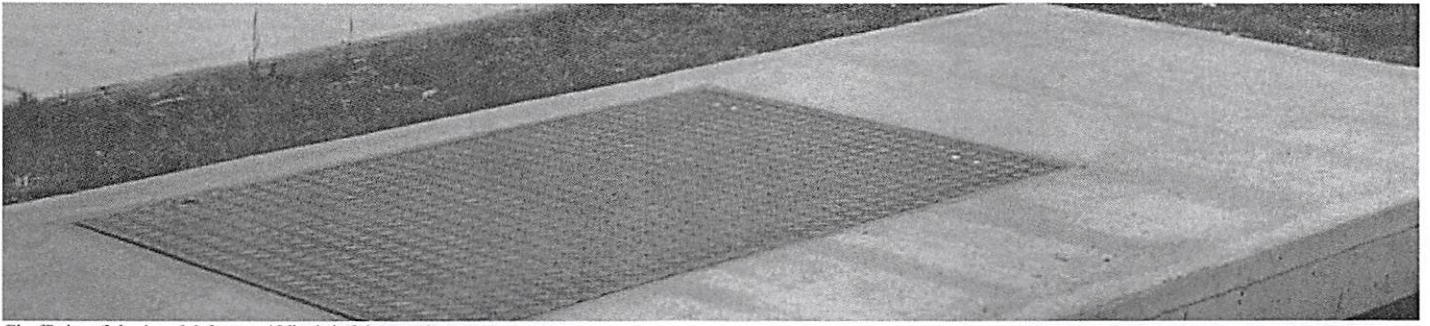
In the case of an unregistered ghost kitchen, Cooper said the department may partner with local officials to explore available data and determine what steps need to be taken next.

#### **'Transparency is key'**

Not all ghost kitchens fly under the state's radar. Some businesses like ChefSuite, a virtual food hall in Richmond that houses several local restaurants with a storefront offering delivery or pickup options for orders, pride themselves on transparency.

Longtime friends Jarnail Tucker and Jay Modi envisioned ChefSuite as an alternative ghost kitchen model with an emphasis on supporting local restaurants with affordable options.





ChefSuite. (Meghan McIntyre / Virginia Mercury)

Latin Quarter Kitchen, A Pinch of Sugar and On A Roll Italian Subs occupy three of the storefront's 16 kitchen suites available for rent, each of which can be fully customized to install whatever equipment each restaurant needs. The pair said ChefSuite works with the restaurants "every step of the way" when it comes to setting up their business, from getting required permits and licenses to registering on food delivery apps.

"Transparency is key not just for the customer and the end user in the community, but even for our tenants and making sure that everybody understands what we're doing and why we're doing it," said Tucker. "Because at the end of day, it's a partnership between us and tenants. They are renting space from us, but their success is our success."

Ultimately, the challenges state officials face with ghost kitchens all boils down to proper communication, Coggins said.

"It's a very simple process," he said. "It really wouldn't burden anybody and we'd have the awareness that we need."

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U.S. Food and Drug Administration (FDA)

New Era of Smarter Food Safety Summit on E-Commerce:  
Ensuring the Safety of Foods Ordered Online and  
Delivered Directly to Consumers

DATE: Wednesday, October 20, 2021

TIME: 11:30 a.m.

LOCATION: Client Managed Remote - MD  
Silver Spring, MD 20993

REPORTED BY: Janel Folsom, Notary Public  
Capital Reporting Company

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P R O C E E D I N G S

MICHAEL KAWCZYNSKI: Good morning and welcome to the New Era of Smarter Food Safety Summit on E-Commerce, Ensuring the Safety of Foods Ordered Online and Delivered Directly to Consumers.

This is day two of our three-day virtual public meeting, so one, thank you for joining us, and I'm Mike Kawczynski and I will be one of your co-moderators today.

So, a couple little things. My job is to make sure that we are going to keep this thing rolling and everyone once in a while, you know, we do want you, though, to interact with us. So, I have my role. Here is your role.

We do really want you to submit written comments. There's a link up there on the screen right now, but for those of you that are watching us on

YouTube, right below in the description, if you expand the description, you will see this same link where you can also submit written comments to us, and we're very excited about those.

Additionally, we have a hashtag which is #smarterfoodsafety, so please if you're going to share this information on social media, please feel free to use that hashtag.

As far as the Q and A sessions today, we will have Q and A sessions. What we do ask, and we do have a mailbox especially set up for those, [smarterfoodsafety@fda.hhs.gov](mailto:smarterfoodsafety@fda.hhs.gov); however, we want you to wait for those questions until we get to those sections. When we do get to those formal Q and A sessions, we will put this link back up there so you can submit those questions. We really do encourage those questions and we will be covering them throughout the meeting.

So, finally, I want to talk about you, the people that are participating. We had great attendance even yesterday. We're close to, you know, I think three or -- 3,000-plus that have registered to this event, and even yesterday we had more than 5,000

people participate, but for the industry, it's very exciting to see all the different industries that are participating today.

But even more importantly is how broad we are reaching the entire world. This event has already had 44 countries participate, and it's even growing beyond that with the replays as well. So, thank you, all of you who took the time to register and come to today's meeting. We can't thank you enough.

With that being said, let's get this show started, and I am going to hand it off to my colleague, Kari Barrett. Kari, are you there?

KARI BARRETT: I am here, Michael. Thank you. And what a pleasure to join you and all of our participants again today. As noted, my name is Kari Barrett and I am serving as the co-moderator along with Michael, and we have another great line-up of panelists and speakers for the day, and we really are pleased that all of you are back joining us for this important event and welcome any new folks as well.

So, as a reminder, the purpose of the summit is to help the FDA and interested stakeholders

improve our collective understanding of food safety consideration as we look at how foods are sold through business-to-consumer e-commerce models across the U.S. and globally.

And just a couple of quick reminders. As noted yesterday on our meeting website at FDA, there is the full meeting agenda. There are all the biographies for all the speakers. We also have a short background document that we think will be helpful for you as you hear the discussions during the summit, and as you reflect and consider post-summit as you draft your written comments that you'll be submitting to the docket.

Our meeting is being recorded. It's -- and it's also being transcribed. The recording and transcription will be posted to the website as well, and that does take a little bit of time so keep an eye out for it.

I also want to note on our website we have a one-pager reference on how to comment, and it just has the docket number and the date that the comments are due, so that may be useful to you as well.

But at this point in the program, I want to turn it over now to our host, Andreas Keller> he is the Director of Multi-Commodity Foods, Office of Food Safety, at our FDA Center for Food Safety and Applied Nutrition. So, welcome back Andreas.

ANDREAS KELLER: Thank you, Kari, and good morning, good afternoon, or good evening to our audience around the globe. Thank you very much for participating in this exciting day two yet to come with a loaded agency.

Yesterday, we heard important themes of how industry is advancing and implementing food safety programs, standards of care, and the challenges they face.

We also heard from consumer advocate groups and universities regarding their points of view and the areas they feel need to be addressed and improved upon, and we closed with a public comments session wherein a diverse group of organizations offered their views on how best to ensure the safety and proper labeling of foods sold in e-commerce as well as the importance of coordination or regulatory partners and

existing regulatory frameworks as we consider additional action in the e-commerce arena.

(Indiscernible) commended FDA's initiative and felt that the dialogue we are having at this summit is necessary and they offered to work and collaborate with us to build stronger and more effective food safety B to C e-commerce programs.

As noted previously, collaboration is a key theme of the summit, and today we will -- we will focus on how we work together in partnership and learn from each other as federal, state, and local government leaders to ensure the safety of food and e-commerce.

These leaders include the next two speakers who it is my pleasure to introduce to you. Our first speaker this morning is Dr. Susan Mayne. Dr. Mayne is the Director for the Center for Food Safety and Applied Nutrition, also known as CFSAN at the FDA. In this position, Dr. Mayne leads the center's development of implementation programs and policies related to the composition, quality, safety, and labeling of foods, food and color additives, and cosmetics.

CFSAN also receives diet and health

initiatives which include fostering development of healthier foods and ensuring that consumers have access to accurate and useful information to make healthy (indiscernible).

An internationally recognized public health leader and scientist, Dr. Mayne came to FDA from Yale University where she was the (indiscernible) Winslow Professor of Epidemiology and the Associate Director of the Yale Comprehensive Cancer Center.

Following Dr. Mayne, we will hear from Dr. Steven Solomon. Dr. Solomon is the Director of the FDA's Center for Veterinary Medicine, also known as CVM. He was appointed to this role in January 2017. He's a former private practice veterinarian and career public health regulatory official who has worked to protect human and animal health at the FDA for more than 30 years.

He begins a versatile background -- I'm sorry -- he brings a versatile background to this leadership role at CVM with experience in policy, public health, regulatory affairs, enforcement, and of course, veterinary medicine.

Dr. Solomon is a champion of the one health approach to addressing public health problems which recognizes the inter-connection between the health of people, animals, plants, and their shared environment.

I will now turn the program over to Dr. Mayne and Dr. Solomon. Thank you very much.

SUSAN MAYNE: Thank you, and thanks to all of you for joining us on the second day of our New Era Summit on E-Commerce.

As mentioned earlier, we have a very full day ahead of what promises to be robust discussion around regulatory frameworks and oversight of business-to-consumer e-commerce.

As we have seen and as highlighted in the discussions yesterday, industry has been developing new and innovative ways to produce and distribute food, development which has been accelerated to address the needs arising from the pandemic.

We, along with our partners, are all striving to prepare and respond to these new business models as well as innovations in novel ingredients, new



foods, and new food production systems.

We are here at this summit to share our current understanding and enhance our knowledge of possible food safety risks related to these new business models. We want to find answers to questions that can help to address potential food safety vulnerabilities.

What are the new approaches that FDA can take with respect to the business-to-consumer e-commerce models? How can we adapt our regulatory frameworks and oversight to help ensure the safety of foods produced, manufactured, sold, and delivered through these new innovative ways?

With these new models, the landscape is changing. New players are coming to the table. This includes traditional producers, manufacturers, and distributors now working directly with consumers, sellers of other goods now entering the food space, and grocery stores and third-party food delivery companies reaching consumers on their doorstep.

We need to inform and educate these groups on the importance of food safety issues including temperature control, cross-contamination, and other

safety issues. We also need to educate consumers directly about the safe handling of food delivered to their home.

Another consideration is labeling of these foods produced, manufactured, and sold through business consumer e-commerce business models. For example, are consumers presented with labeling for packaged foods purchased online that's different from labeling for these foods more generally? As always, FDA wants to ensure that packaged food labels can help consumers make informed food choices related to nutrition and food safety, including about important ingredients such as allergens and gluten.

We are building on the work we have already been doing to create a stronger, modernized food safety regulatory framework, one that uses new approaches in technologies to enhance our abilities to protect the food supply.

To address the growing complexity of our food system, our work needs to be based in the strongest scientific and regulatory expertise. This is at the root of our public health mission and the people of FDA

and our stakeholders are critical to future success.

We know we can't do this alone. We need collaboration among FDA food safety experts and a broad array of stakeholders including the food industry, trade associations, federal, state, local, and tribal regulatory partners, our regulatory counterparts in other nations, consumer and public health organizations, technology firms, academia, and of course consumers themselves.

This collaboration will enhance our knowledge and understanding of new business models and the opportunities as well as challenges and gaps that need to be addressed with regulatory approaches.

By bringing these diverse groups together, we can implement improved regulatory frameworks and oversight and find better solutions to protect public health. Together, we can advance food safety and improve the quality of life for consumers in this country and all over the world. We can work to create a future where consumers can have many options and great flexibility in how they obtain food, both for personal preferences and in response to unexpected

events such as the current pandemic.

Thank you for your time today. I will now turn it over to Dr. Steve Solomon, Director of FDA Center for Veterinary Medicine, to provide some additional remarks.

STEVE SOLOMON: Good morning, everyone. I'm Steve Solomon, Director of FDA Center for Veterinary Medicine. I'm pleased to have the opportunity to speak at the summit today as we discuss and collect more information on how FDA can enhance our knowledge and understanding of the e-commerce landscape and how we can continue to modernize our human and animal food safety system to better protect consumers, including our pets.

I know many of you attending today will not be as familiar with the Center for Veterinary Medicine as you are with our human food side of health. To give you a very brief background, CVM protects and promotes the health of humans and animals by ensuring the safety of the American food supply, the safety of animal food and devices, and the safety and effectiveness of animal drugs.

We recognize that business-to-consumer e-

commerce is growing in the animal food market where pet companies and online private brands are selling their pet food products directly to the end consumer throughout online platforms.

The pandemic is certainly responsible for growth in online demand for pet foods, but in what I consider a substantial silver lining, the pandemic has also brought about more pet adoptions and increasing pet ownership this past year and a half.

According to market research from Package Facts, online pet product sales now make up 30 percent of the total pet market. Notably, this number has grown from just an 8 percent online market share in 2015.

Another market research firm projects pet products and other pet products will account for 15.5 billion worth of e-commerce sales in the United States in 2025.

Given this rapid evolution of animal food e-business models and activities, we're interested in working with our human food regulatory and public health colleagues, state partners, and other stakeholders to build a dialogue on how we as food safety regulators can

identify food safety issues unique to e-commerce models and develop tools to address them.

FDA regulates animal food including pet food and treats under the Food, Drug, and Cosmetic Act in a manner similar to how we regulate human food. The law requires that all food which includes both human and animal food be safe to eat, produced under sanitary conditions, contain no harmful substances, and be truthfully labeled.

From retail food establishments like grocery stores, they sell both human food and pet food online and they may use third-party delivery services to deliver that food to consumers.

For example, this year Door Dash began working with pet retailers like PetSmart. You can now Door Dash food for yourself and Door Dash food for your pet.

(Indiscernible) native brands of pet food are on the rise and operate primarily online. Some specialize in niche pet foods, pet treats, and made-to-order diets.

Bark Box is an example of a monthly

subscription service that delivers a box of pet treats, chews, and toys to your home. Similar to human food, not all pet products are shelf stable and some customers are opting for fresh or frozen pet foods. This adds more complexity to the transportation and delivery of these products.

With the variety and growth of retail e-commerce models, we're interested in hearing from online retailers and other stakeholders to better understand third-party seller models. In the event of a recall, this information can help us develop new methods to ensure recalled products information gets to customers and distributors to get these products removed promptly from the market to keep our pets safer.

The FDA Food Safety Modernization Act, or FSMA, and its implementing regulations, ensure safety of both the human food and the animal food supply. However, there are some key differences in the regulation of the supply chains when we talk about the retail area between the human and animal supply chains.

The FDA Food Code, which guides human food safety at the retail level, doesn't apply to animal

food. There isn't a corresponding animal food code, so states and local jurisdictions have to -- can't use that to regulate retail animal food establishments.

Almost every state has a program responsible for regulating animal food under the laws and rules of their specific jurisdictions. These are usually associated with the state's Department of Agriculture.

What does this mean in practice? It means that animal food retail businesses, including those that use business-to-consumer e-commerce business models, may not be subject to the same FDA or state requirement as a human food facility with a similar business model.

The regulatory framework differences between human and animal foods will require further review by FDA and our stakeholders together as the retail and business-to-consumer e-commerce market continues to expand to attract a wider customer base with a greater variety of products.

We look forward to listening to the speakers during the summit and receiving input from our



stakeholders in the public that will improve our understanding of human and animal food sold through business-to-consumer e-commerce models.

We plan to use this knowledge to modernize and advance our approaches to ensuring a safe pet food supply. Thank you for your attention and let me turn it back to our summit moderator, Kari Barrett.

KARI BARRETT: What a pleasure to hear from Doctors Mayne and Solomon as leaders of our FDA CFSAN and CVM centers respectively. Now, at this time we're going to turn to our first state and local government representative panel with Laurie Farmer as our moderator. So, take it away, Laurie.

LAURIE FARMER: Good morning. Thank you, Kari. My name is Laurie Farmer and I'll be moderating today's panel titled State and Local Perspectives on E-Commerce and Food Safety, Regulatory Framework and Oversight.

We met briefly yesterday at the end of the day. I am the FDA Director of the Office of State Cooperative Programs where I'm responsible for FDA's national field operations for retail food protection,

Grade A milk and shellfish sanitation.

The FDA field specialists are the face of the agency to support these regulatory jurisdictions. Since this is the first panel on day two of the summit, a reminder. The purpose of the summit is to engage with stakeholders and invite input on issues. We really want to hear from you. We're talking about the new era for smarter food safety blueprint element 3.1, new business models in retail modernization.

I encourage all of you viewing to actively think about comments you want to submit to the docket as well as questions to the panelists during this meeting. We intend to use information resulting from the public meeting to determine what action, if any, should be taken to help ensure the safe production and delivery of food sold through new e-commerce business models.

The retail stakeholder community is immense, and for FDA to be effective, we will need to encourage stakeholders now and in the future to engage in this topic.

Today, we are fortunate enough to have

three very accomplished panel members from state and local regulatory agencies. I appreciate the time our panel members took to prepare and their willingness to share their knowledge with us today.

Our panelists for this session are Galen Baxter, Director, Environmental Health at Fulton County, Georgia Board of Health; Heather Buonomo, Director of Environmental Health, Department of Environmental Health and Quality, County of San Diego, and she is also representing the California Conference of Directors of Environmental Health; and Cathy Feeney, Chief of the Center for Food Protection, Rhode Island Department of Health.

Welcome panelists. As background, core element 3 of the blueprint looks to address how to protect foods from contamination as new business models emerge, a change to meet the needs of the modern consumer. This panel is about where the rubber meets the road.

We will discuss together the current regulatory structures that apply to business-to-consumer e-commerce, the regulatory gaps and challenges

identified by panelists, approaches to overcome the gaps and barriers, and defining a path forward to continue to advance the public health in the e-commerce area.

We're going to start with a registrant's question, because it sets the stage for the rest of the panel. For the first question, I will ask that each of you individually describe your existing state and local regulatory food safety structure, including how you regulate business-to-consumer e-commerce.

So, let's start with Cathy.

CATHY FEENEY: Thank you very much, Laurie. It's a pleasure to be here. So, in Rhode Island, we have a centralized public health structure. We don't have any locals. We have Rhode Island Department of Health, and within the Rhode Island Department of Health we have the Center for Food Protection, and we're responsible for all food sold or served to the public in Rhode Island, so we do retail foods and manufactured foods.

For retail, we've adopted the 2017 FDA Food Code and the 2019 supplement for manufactured. We have regulations equivalent to the Code of Federal

Regulations.

Thank you.

LAURIE FARMER: So, this model is one state agency covering all food safety, all categories of retail and manufactured food. Thanks, Cathy.

Galen, how does this work in Georgia?

GALEN BAXTER: In Georgia, we actually have two agencies that are responsible for the oversight of food safety, the Georgia Department of Public Health through the local health departments regulate the food service establishments, so your restaurants, your mobile food service operations, your catering, et cetera.

And then our sister agency is the Georgia Department of Agriculture, and they handle the food sales side, so your grocery stores, convenience stores, and they also handle the manufacturing side of food safety.

In Georgia, we currently are operating under a version of the 2013 FDA food code, and at this time, we don't have any specific regulations that are specific to third-party delivery companies.

LAURIE FARMER: Thanks, Galen. So,

Georgia is both health and ag at the state level and restaurant inspections are conducted by local health departments, environmental health specialists.

So, let's move on to Heather. How does this work in California?

HEATHER BUONOMO: Hi. Good morning, everyone. Well, good morning from California that is, anyway.

In California, it's a little bit of a mix of what both Cathy and Galen said. We have for retail food service such as restaurants and mobile food, that is handled by our local public health jurisdictions, and then the California Department of Public Health, the state, handles wholesale processing and manufacturing for -- so, that would include more of the e-commerce at the higher level.

And then I did want to mention also just as it relates to e-commerce in 2021 it -- I should back up -- in California, we're on the California Retail Food Code. We're not on the model food code, and in 2021 we did have a bill that became effective, AB-3336, that introduced some regulations into our retail food code

for third-party food delivery service, so just starting to touch on some e-commerce there in our local food code.

LAURIE FARMER: So, Heather, why is it that California has so many innovative things? Can you share with us more about this bill that you just talked about?

HEATHER BUONOMO: Yeah, so AB-3336 really was the first attempt to bring some e-commerce and specifically third-party food delivery platforms under regulation. They're not under other regulations here in the state of California, and there is a lot of concerns expressed from the public, from our restaurants just with the food safety concerns once that food leaves the food facility, the permitted food facility, whether it's manufacturer or the restaurant.

And so, the goal was to just introduce some standard food safety elements, and what the bill ended up as is having requirements for no tampering with the food and it's nothing earth-shattering. It's really in the form of a sticker that seals the food package before it goes out the door that makes sure that nobody

is opening it up before it gets to the consumer.

The bill also included some requirements for the transporter, the third-party food delivery transporter, to have a clean and sanitary area for that food to be transferred in and to hold that food under property temperatures during that transfer.

LAURIE FARMER: So, what a great start. And how do you manage compliance and enforcement of that bill?

HEATHER BUONOMO: That's a challenge. Yeah, so often times our inspectors are not there at the restaurant when the food is being picked up and we don't have visibility or access to those third-party food delivery platform drivers, and so, our enforcement and compliance is really working with the restaurants to have them be set up for success, you know, educating them, making sure that that food is in different containers that's going to hold it properly as it goes out the door, making sure that they are using those tamper-resistant stickers so that the food can't be touched, and just as much as we can educating at any opportunity on the food safety items.



LAURIE FARMER: Thank you for that. So, now that we've really set the ground work, let's having more of a conversation among the panelists. Does the existing regulatory structure suffice to regulate foods produced or sold through e-commerce? What are your thoughts?

CATHY FEENEY: So, if you want to start with Rhode Island, I see that there's a big gap with e-commerce and that the regulations don't cover the delivery of the food, so we don't really address the third-party vendors that are actually delivering the food to the consumer and we don't really have a way to regulate food that's being sold online or even interstate.

So, there might be some lack of food safety oversight during those deliveries, and I think what happens is maybe the food businesses, hand off the food assuming that it's the driver's responsibility, you know, to make sure the food is kept safe when they might not have that expertise.

LAURIE FARMER: I agree --

CATHY FEENEY: And you know, after

listening to yesterday, I see that there is no one model for direct-to-consumer delivery, there's all sorts of different models, but I see that as kind of a common gap in the system.

HEATHER BUONOMO: And I would totally agree with Cathy. I think you're definitely right here. In my opinion, it doesn't quite go far enough. In California, as you mentioned, Laurie, AB-3336 was a great start, but it's really just a start and an introduction to more work that needs to be done.

I would love to see required food handler training for the third-party food delivery platforms, I would love to see more clear temperature control added in for that food delivery, and I'd also like to see delivery zones being set, you know, how far can that food travel and still be safe? How far is it traveling and being held at safe temperatures?

And then even just from a food quality perspective, how long can that travel -- that food travel before it's losing some of those quality standards that our partners in the restaurant industry want to maintain?

GALEN BAXTER: And you know, this is something that might be helpful where we could get, I don't know, some kind of cooperation with some of the social media platforms that advertise where people are selling food online, where maybe if they could flag the facilities that are actually permitted and maybe have some kind of link or way that consumers can go and check the food safety scores, that way they know when they're making these orders that this is a valid, permitted establishment that they're ordering from.

LAURIE FARMER: And what about licensing and permitting? You're talking about that. In this space, how does that work?

CATHY FEENEY: So, for Rhode Island, I see our biggest challenge is the unlicensed food businesses. Many are not using the commercial setting. They might be operating out of their homes. They might not have adequate equipment and space to do it safely, and they do not get licensed with us, and we probably won't find out about them until we get a complaint.

And you know, they might be selling online. Normally our inspectors will see a brick-and-

mortar establishment and they'll know if it's licensed or not, but they're not seeing that if it's out of a non-commercial setting.

So, sometimes it's catch as you can, and usually it's based on a complaint. But we see that as a major challenge, and that we see as also a direct result of the pandemic where more and more people were getting creative and starting to operate out of their homes.

GALEN BAXTER: And some of the challenges that we've had with the virtual online ordering platforms or just that model in general referred to commonly as a ghost kitchen or a virtual kitchen or a dark kitchen, they all have all these different names, but you know, here in Georgia at least, we're kind of unique in that all 159 counties operate under the same version of the food rules, and those rules don't allow people to share equipment or space.

So, sometimes when companies come in from other states where this is allowed we have to work with them and explain that this is something that you would have to have individual spaces for these different permit-holders.

So, that's kind of been a challenge for us is just trying to work with them in that aspect.

HEATHER BUONOMO: California is probably one of those states where people come over and give you some problems.

GALEN BAXTER: Yes.

HEATHER BUONOMO: In California we do allow shared kitchen spaces. We have a variety of models, whether it's a multiple-kitchen complex or just multiple people going into kitchens at different hours to use that same equipment and same space, and we really view this as a way to help some of those folks that might be operating in an illegal or unpermitted fashion at home, you know, be able to get into a restaurant or a commercial space that's safer in a more affordable manner.

And so, we're actually trying to promote more of kitchen sharing and some unique and different ways to reimagine how people are getting permitted while using commercial kitchen space to help combat some of the challenges with the unpermitted home cooks.

CATHY FEENEY: So, Heather, I'm glad you

brought that up, because we also allow shared kitchens, commissary-type kitchens. So, one of the things we do with the home kitchen people when we find out about them is try to get them set up in the commissary or use some sort of commercial kitchen, because we do not allow residential kitchens.

GALEN BAXTER: We do have some shared kitchen space for people who are trying to do, like -- a catering business, where it can be controlled with space and time. But you know, for a full-service restaurant, that's where the issue comes in for us.

LAURIE FARMER: In food safety, we're really focused on risk prevention and response, and you guys are starting to talk about the current challenges you're seeking in these models in your jurisdictions, and you know, I wanted us to talk about as regulators what really -- when you think about this, what is really keeping you up at night?

CATHY FEENEY: So, for me, one of the things that keeps me up at night is the unlicensed, unregulated food businesses that might be operating out of their homes that are doing high-risk products and

they might not even realize it.

So, one of the issues we had recently was raw juice. They were making low acid, raw vegetable juices and they were selling them to the public.

And one of the problems was, they were leaving them on doorsteps unrefrigerated because there was no one there to accept the order and it was just being delivered and dropped off. And you know, those are the kinds of things that really make me the most nervous.

LAURIE FARMER: Other things -- big safety risks like that?

HEATHER BUONOMO: I can jump in. I think probably some similar things to Cathy. I've probably been saying this mantra since I was first in the field doing inspections, I won't say how many years ago, but an uneducated food handler is really what keeps me up at night, and that kind of ties back to the unlicensed vendors or operators, because we don't have the opportunity to interface with them and educate them and provide them food safety, knowledge, and information.

In California, there was a bill passed a

couple years ago called Micro-Enterprise Home Kitchen Operations, and it allows for an at-home mini restaurant that can serve up to 60 meals in a week, and this is taking place at home.

But you know, one of the great things about it is for the counties that have adopted it, they now have the ability to interface with those home cooks, make sure there's education. There's required training, you know, food safety manager courses, and the ability to check in, inspect them, and see how they're doing, so I am a big proponent of more education for all of our food handlers.

GALEN BAXTER: And just to kind of add a little bit too that as well, and I agree both with Cathy and Heather on what they brought up as far as serious concerns, but one of the other things that kind of came to our attention regarding these virtual platforms is do the menus all have consumer advisories. if they need that, is the regulator able to follow up and check on those things. Do they have the actual address of where the food is prepared so that in the event that we do have, God forbid an outbreak of some sort, we'll be able



to trace it back to that facility because, a lot of times these virtual brands, there may be multiple brands that are working, that come out of the same kitchen.

The consumer thinks they may be different restaurants, but they're all actually being prepared in the same place. So, just having that ability to do that trace-back, you know, for those type of things and for consumers to be able to find the inspection reports, because we post those scores online and you know, a lot of people like to check those before they make the order.

So, just kind of making sure we can stay up-to-date with that and communicate that to the restaurant owners.

CATHY FEENEY: I also worry about allergen control. With these models, you don't have that direct hand-off from the food preparer to the consumer because, there's an intermediate, somebody delivering the food, so I always get concerned that the consumer doesn't have the opportunity to ask whoever prepared the food if it has certain allergens.

And then compound that with if it's

somebody operating out of a home kitchen, they might not have the space to keep foods with allergens separate from each other so there could be some cross-contact there, and those are the kinds of things that worry me both about residential kitchens and also because there is that indirect transfer of food from the producer to the consumer.

LAURIE FARMER: Cathy, I heard that allergen issue loud and clear yesterday, too, so as a regulator, I think it's really important that you are validating that.

Galen, you're one of our folks that is very involved with the ghost kitchen concept. Can you talk a little more bit about that. As regulators, we like to do our regulator speak, we like to put things in a box and know the risk level and oversight.

So, can you talk a little bit about ghost kitchens and models and why it's important to understand the different models to ensure regulation? What does that look like?

GALEN BAXTER: Sure. Well, like I said again, looking at it from the aspect of being in Georgia

and what our rules are with not sharing equipment and space, we've seen about four different model types so far.

One you could kind of equivocate to like a food court in a mall where it's all in the same building and everybody sort of has their own individual stall, but then we also move into these other concepts where they may be operating out of the same kitchen and a regular, health inspector may not notice what's going on unless they ask some good questions.

And a prime example would be one where you may have an established restaurant that people come in, sit down and eat, just traditionally like you would think of as a restaurant, but then there may be someone who wants to come in and use the equipment and prepare nothing but just for a virtual brand, and the customers out in the dining area would not even know that there's a virtual operation going on essentially where the only place people can order the food is online.

And so, with those two different owners trying to operate in that same kitchen space. That's a model that we wouldn't allow here. Food safety issues,

oversight, sharing of equipment, trace back, that kind of thing.

But then another model that we've seen is one where it seems to be gaining some traction and it -- realistically if it's done correctly, it's no issue here for us, but you may have one building, one kitchen, and several different virtual brands that are owned by different people, and so, they essentially contract with the kitchen workers there to prepare these food items off of their menu based on specific recipe, et cetera, but it's their brand being prepared by someone else.

So, as long as that kitchen has control over the food that's coming in, they place the orders, they can track everything from start to finish, you know, that to us would fit in within our rules and regulations.

But it would be a little concerning if we had different people placing orders to have it delivered to that establishment so you couldn't have that trace-back.

But it has been very interesting and challenging because it seems like in the last few months

we are exposed to these new, different models that are popping up all over the place, so it's always a challenge to try to stay up-to-date on what's going on with that and then find ways to help them operate within our rules and regulations that we have.

HEATHER BUONOMO: I think that's one of the reasons we all love this field-- Constant change and constantly having to think outside of the box and work with industry to find a way to, you know, make their innovation work within our regulations, or when necessary change the regulations if the practice is safe.

GALEN BAXTER: Right. Right.

LAURIE FARMER: I appreciate that comment, Heather, about really trying to support innovation, because we all know the government is going to always be a little bit behind innovation, right?

And so, we're always trying to catch up and see how we can ensure safety from our end. One of the things, Galen, I heard you talking about was, you know, who's responsible for the resources, the staffing, the equipment, the food storage in the facility, so

trying to understand that.

I heard hints of that yesterday. So, you know, the focus is around safety and allowing for innovation but within the rules that we have. So, you know, trying to see different models is what this thing is about. Who is doing what out there and how can we continue to support that.

Are there any food safety issues specific to food delivery models which are utilized in your jurisdiction, you know, really specific to business-to-consumer e-commerce?

CATHY FEENEY: For delivering within Rhode Island, unlike California we don't have drones yet, but we do have things like a boat that actually delivers to boats in a marina and also to boats at moorings, and as long as they can operate it safely, we're okay with it, as long as the food is protected.

This particular boat actually has a commissary associated with it on the island, so they're able to do it safely, and that's really the bottom line for us.

We know people are creative. They're

coming up with all different ideas, whether it be a bicycle, somebody mentioned roller skates, you know, however they want to do it as long as they can do it safely and they can protect the food, and if it needs to be kept under temperature control that they do so.

We're okay with different, you know, modes of transportation basically.

LAURIE FARMER: So, Cathy, what does your boat -- what does your boat guy say when he's out driving around -- It means life with love, and he's Italian, and he pretty much wakes everybody up in the morning. So, all these people are in their boats on vacation and they hear that first thing in the morning, and he goes to boat to boat with coffee, and then around, you know, the afternoon, dinnertime, he brings, like, appetizers and desserts, but he does it safely and he operates out of a commissary, and he's been doing it for many, many years, and he's pretty, like, famous.

HEATHER BUONOMO: That sounds fantastic to me.

CATHY FEENEY: Yeah, well, you know, the boats are on moorings and so they can't really get to

the island without getting in their dinghy and driving there, so it really does serve a purpose. They get hot coffee and all kinds of stuff.

HEATHER BUONOMO: And that's what it's about, right? How can we allow people to be innovative while making sure it's safe. Cathy, you talked about, you know, roller skates, we have those. Bikes, we have those. Drones, we have those. There were pilot cities done in San Diego testing out drone delivery of third-party platform delivery food items checking to see how that food safety works.

And you know, also to kind of go back to your question, so we have a lot of methods. We're also similar to Cathy open to any method of delivery. As long as you can show us how is that going to be safe, how are you mitigating the food safety risk factors for that method of operation. And if we could do it safely, why not do it?

Some of the things that I see our restaurants doing to enhance food safety as they've all changed their models to do so much more food delivery and third-party platform delivery services is



reorganizing kitchens to have an actual staging area for food delivery pick-up that has a hot and cold holding right there, that has all the right types of stickers that they need to send it out the door so it's not going to be tampered with, and I've also seen a lot of folks really redesign and reimagine how and what food they're serving.

So, for example, you know, people may be changing from a quality perspective from fries to chips because those really travel a lot better from a quality perspective but also looking at the safety perspective and switching up the types of containers that they're using that better, you know, hold temperature for foods that they're sending or maybe even modifying their menu to limit it down to just a small, select group of foods that they know are traveling well from a quality and safety perspective.

So, again, really allowing for that innovation but you know, checking the food safety boxes and being open to all of the different modes.

GALEN BAXTER: So, we don't have anything that I'm aware of of any sort of unique delivery aspect,

but one thing that we did see, since we don't have any current regulations for third-party delivery companies, we did see our industry restaurant-side start moving to, you know, look at the contracts that they would make with the third-party deliveries and wording them in such a way where it almost, you know, makes those drivers employees of that establishment, so that gives them a little bit more control over the delivery of their food.

LAURIE FARMER: We all know that the pandemic has created staffing shortages, and we talked about that earlier in one of our prep sessions. What are you seeing as any impact on the industry and food safety as it relates to staffing shortages?

CATHY FEENEY: So, I can start with my -- one of my concerns with the third-party deliveries is inexperienced drivers, because drivers are so hard to come by, and so they might not get the same kind of quality because they're more desperate for help and they need to get somebody to deliver the food, so that's one concern.

And I also see the restaurant industry really, really, trying very, very hard to make it work

with a lot less staff, and I think it's really difficult for them.

That's one of the reasons why we want to really be open to the conversations and innovations. It's because we want to see them succeed, and if it takes doing a different thing like, you know, there was way more take-out during the pandemic, that's when they had to really shift gears, we had restaurants selling groceries and things like that, just so they could survive, and I think that's why, when Heather mentioned a couple of times we want to be open to innovation, we want to help them succeed.

I see like the challenges are unbelievable with the labor shortages and in the restaurant itself trying to prepare food and also, you know, to get people to deliver the food to the consumers.

HEATHER BUONOMO: Yeah, and the same here. Just everybody -- all of our industry reimagining what they're doing, modifying their operations to do as much as they can with less people, and just -- I've seen actually some increased food safety information and

requests for information from our department, requests for us to go speak at different industry groups and associations, because people have a lot of questions.

And when you have that full team, and you know, you maybe have multiple food safety managers that could help and jump in, it's one thing, but when that gets scaled down, I've really seen industry reaching out asking for help, asking for information, how could we do this, what are your thoughts.

I talk a lot about the lemonade out of the COVID lemons that we've brought, and we've just had such tremendous partnership with local industry and our restaurant association to partner and help in situations like this. It's just been fantastic.

GALEN BAXTER: It's been pretty much the same here as well. Just some of the concerns or challenges, like Cathy was mentioning with the labor shortage in the restaurants, and you know, Heather spoke to the same thing.

I've seen restaurants that have had to completely change their hours of operations because they just don't have the staff to manage or they've dropped

down so severely that there may only be one or two people in there.

And again, looking at experience levels and possibility when deliveries are coming in, and just the ability to oversee the operations and the demand for the increased drive-through operations or the online ordering.

So, yeah, I can definitely see where there are challenges across the board with that and how that could lead to food safety issues as well.

CATHY FEENEY: So, one of the things that we've talked about too is to put a plug in for our culinary school, Johnson & Wales University, you know, the concept of having on-call workers.

So, maybe students could fill in some of the gaps, because they just can't do it with the staffing shortages without really, severely either limiting the days they can operate or the menu, you know?

And so, this might be something that they could do to just get them through this. And hopefully things will improve with -- I did hear recently that the

driver situation will not get better and could get worse, and I thought, "Oh, my God, it's not short-lived like I was hoping."

So, there are going to be issues with staffing for a while I think, and so if we can be really creative and help industry, you know, find solutions.

LAURIE FARMER: And I think that's a really important point, Cathy. This is not short-lived. Also, what's not short-lived is this continual increase of people using these platforms to order online.

And so, we're talking about ways that we can support that. You all have -- the last two years have been crazy, right? So, thinking about that, can you share any lessons learned that others can benefit from?

HEATHER BUONOMO: Well, I can start.

I was just going to say for our lessons learned, I think it -- and I'll just continue my torch with education and collaboration, is this year has been crazy and I think that all of us have experienced so many changes, temporary regulations, permanent regulations, modifying how we do illness investigations,

you know, some of our departments being responsible for COVID investigations, some not.

And so, really I think just lessons learned are be flexible, have some grit, and collaborate, you know? Don't be afraid to reach out to other agencies and see what they're doing. Don't be afraid to reach out to industry and ask questions. See how they're adapting to this, engage with them.

We can learn from their practices and they can learn from our food safety knowledge. I think that we're such one big, a little bit dysfunctional, food safety family, and that you know, we all need to just collaborate and rely on each other, and we're so much stronger when we do that.

GALEN BAXTER: And I'd like to piggyback on what Heather said about collaboration, because one of the things that helped us tremendously was not only sitting down talking with the industry to figure out how we can get them to be able to operate within our current rules and regulations, but another side of it, too, was in Fulton County, our biggest city here is Atlanta, obviously, and just sort of that disconnect between

departments, a lot of times when we would get these large ghost kitchen design ideas where they were going to go into an old warehouse, they may present, you know, what they're going to do to the building department as one thing, but then we wouldn't find out about it until later on the back end when, you know, some work may already be done.

So, just that reaching out to the building department to let them know, hey it doesn't say restaurant, you know, on the plans, but any kind of food operations at all, if we could just be in on the beginning part of that, we could save industry tons of headaches down the road if we have an opportunity to at least be able to speak to them on the front end about what they're wanting to do and to make sure that, you know, we have an understanding of what their goal is.

So, that was really helpful for us as far as overcoming some of those challenges.

CATHY FEENEY: One of the lessons that we learned was to really work with our cities and towns to identify the location of some of the unlicensed vendors and then reach out to the unlicensed purveyors and ask



them what they want to do and try to work with them to find something that will work for them.

You know, maybe it's a commissary that's close by. They actually help with marketing, they help with the labels, they teach food safety classes, so you know, if we can hook them up with somebody like that, it really works well for them. They become legitimate, you know, their business grows. We've had that close collaboration with the cites and towns. Of course, Rhode Island's small so it's a little bit easier, but we have 39 cites and towns and that's really who we collaborate mostly with.

The other thing is, we've come up with an interactive website on how to start a food business, so it actually -- and we did it in conjunction with our Department of Business Regulation and also with Commerce and ombudsman really helped guide the person through all the different areas including who they contact at town, who they contact at the Department of Health, how to get the application, what they have to do for plan review, what the minimum requirements are.

So, it actually walks them through those

steps. Additionally, we've actually put a resource library on our website with all different food safety documents and we had them translated into six different languages, so I think that's been really helpful, too, to guide industry and help them.

HEATHER BUONOMO: To tag onto your languages, one of the lessons learned that we had this year -- and I love, Cathy, how you've reimagined, you know, the way that you're putting your information out there. I think that's huge and I think a lot of people had to do that this year.

One thing we learned is as we switched to that virtual platform is we were able to actually reach a lot more people in different languages. So, using some of the platforms, whether it's Zoom or Teams, they all have translation baked into it, and so, you can provide a presentation and it can be translated into a variety of different languages for people to hear and see while you're presenting live.

And so, it just allowed us to reach that many more people with our food safety messaging, and that's been a huge lesson in again lemonade for us.

LAURIE FARMER: And who would have guessed, you know, this lemonade coming out of endless Zoom meetings, right? I love that, though. You're reaching -- we're reaching more people this way.

I know we miss each other but wow, these platforms are allowing us to reach so many more people. And what I'm hearing is I'm hearing real collaborators with a willingness to support innovation as partners. And this is -- this is a really foundational evolution for regulatory, and it means you're -- moving out of the inspection mode so much and moving into public health partners, public health coaches. I really, really like what we're talking about.

So, Heather, you touched on this a little earlier and it was about training and outreach you're doing for industry and consumers. Can all of you expand a little bit about what you're doing there?

HEATHER BUONOMO: Sure. So, we're doing training and outreach in a variety of different ways. We do -- on an annual basis we do outreach sessions to all of our different programs. Some have been in person. Some have been virtual. Looking forward to

getting back to a regular cadence with that.

But we also go out and do outreach in communities at different associations or business groups, whether it's a chamber of commerce or restaurant association or the Kitchenistas, whatever that group is, we try to get out to them as well.

We've done outreach, you know, inside of a mobile food commissary. We'll go to you, but again, like, similar to Cathy, we're trying to make sure that we're reinventing and getting that messaging out there.

Something that we're working on right now is also recording food safety videos that we could then post online for folks that aren't able to make it. So, how great would it be if you're looking to start a new mobile food business and you can go to a video on our website and get all of that information on how to start a business and be able to have that translated as you're watching it live so it's in, you know, any of the languages that you need that are preferred for you.

So, those are just some of the methods that we follow here.

CATHY FEENEY: I think one of the things

that we do, too, is especially if it's an unlicensed, you know, vendor, maybe operating out of the house, try to explain to them what the risks are that they might not even realize and also the liability, and then let them know that we're willing to help you do it the right way.

So, we work a lot with our commissaries in trying to kind of coordinate those partnerships so that we kind of get them in touch with someplace that's actually close to them and convenient so that they can work with them. So, I think that's really helped a lot, too, you know? I think those are all different things that we have to do to collaborate, and I also think that we have to just really be open to learn what it is they're trying to do, because every one of them is different.

The models are so unique. It's just not one thing anymore, and it's growing and it's here to stay. This is what the consumers want, and I think this is what the industry wants to do safely, and that was obvious from the first day, but we want to really help them do that.

GALEN BAXTER: And just really quickly for us, you know, we're lucky we have two in-house educators that do monthly food code sessions for the industry around the area and as an open forum for the public to ask questions.

LAURIE FARMER: Great. Yeah, so helpful. Lastly, I want to ask you guys, what would be the most impactful actions or approaches that should be taken to improve your jurisdiction's effort to advance public health in the e-commerce area?

HEATHER BUONOMO: I'll jump in. I'm not shy to start for what I would love to see, is the California call to action. You know, for me it's engaging, engaging and starting more and having more conversations with e-commerce partners, whether that's industry, whether it is regulators, just working together to advance food safety.

I think we need to have more of those conversations, and I think we need to go further with some of our regulations to really encompass some of the food safety, and so, I'd love to partner with industry to really, you know, co-create and co work on together

what those regulations could be to make this new world that we live in of e-commerce for food just a safe place for everybody.

CATHY FEENEY: So, I also -- I worked on the Council for Food Protection Direct to Consumer Delivery Committee, and a guidance document was developed that Don Schaffer will talk about next, but I think if we could use some of that information and develop something specifically for industry, I think that would be super, super helpful.

And state's been really good, and local, about sharing documents, and I think that's what we need to do, is to really collaborate amongst ourselves so that we can give them the very best product that will be most useful to them and help them succeed.

GALEN BAXTER: I echo what they say. You guys took it out. No, it's good. I agree 100 percent. I think that's a good approach.

LAURIE FARMER: Very good. Very nice call to action there, you guys. I appreciate that. Well, we're going to move into our Q and A session now. So, I want to thank the panelists for providing really

such insightful input. You know, if you have questions and you're in the audience, we want to hear from you. So, e-mail your questions to [smarterfoodsafety@fda.hhs.gov](mailto:smarterfoodsafety@fda.hhs.gov). Some of you guys submitted questions when you registered, so we have some of those, and we're also looking at live questions in the chat.

So, I will go ahead and get started. I'm seeing some of the questions here, and let me see. All right. The first one -- let me start. We'll just continue this conversation as we have been.

What are the labeling and labeling standards/requirements for foods produced, manufactured, and sold through business-to-consumer e-commerce business models, and do they differ in any way from foods generally?

CATHY FEENEY: So, I can address that. What we require for packaged foods is the same as what's in the FDA Food Code. So, if the food is packaged, it's not being handed directly to the consumer so it has to contain label information with ingredients and allergens.



HEATHER BUONOMO: And similar here in California, if restaurant food is going out via e-commerce or third-party food delivery, there wouldn't be labeling requirements, but things such as cottage food operators who make baked goods and things like that at home, similar requirements, ingredients, allergens. But additionally, it needs to be labeled to state that it's made in a home kitchen.

GALEN BAXTER: And going back to earlier where I was mentioning how Georgia's set up, that aspect of it for any manufactured foods or cottage foods falls under the Georgia Department of Agriculture with their labeling requirements, but from our side, under the local health department, if it's coming out of a restaurant, there's no requirements for labeling for, you know, food that's been ordered online.

LAURIE FARMER: Okay. Thank you for that.

CATHY FEENEY: There need to be some kind of notation on the label or on the package that says keep refrigerated if it needs to be refrigerated, because people might not readily know that. I go back to

the example of the raw juices, you know, people might not realize those need to be refrigerated and kept refrigerated.

LAURIE FARMER: Yeah. You know, I'm reminded of those that use a lot of these platforms, are younger and may not -- may need a little more instruction. I think it's all a very helpful reminder to everybody.

Another question that came in, how do state and local regulators currently identify social media businesses which only advertise their products on social media outlets but which might otherwise not be licensed or registered with any given jurisdiction?

HEATHER BUONOMO: This is another challenge and that's a tough question. Definitely in California this is a challenge for us. We actually played with and looked at a social media aggregate that scans for words such as vomit or illness or things associated with food, and then we reach out via that platform and provide, like, try to trace it back to where that person got their food and then reach out to that food vendor and provide some education, outreach,

try to get them under permit.

But it's really staff-intensive. So, how we're doing it right now is just through response to complaint. And so, if we do receive a response to a complaint, we will go out to that home or to wherever to try to track down that unpermitted vendor that's selling through an online platform like social media.

CATHY FEENEY: Yeah, I just want to follow up on what Heather said, too, because I think that industry really wants a level playing field, so a lot of the complaints we get are from industry, because they feel like it's not fair and it's not fair if they have to meet the minimum requirements and somebody else doesn't.

So, they'll show us different snapshots of Facebook pages and things like that. We also get consumers who do that, and you know, we talked about the restaurant industry being really short-staffed, but so are regulators, so we don't have the bandwidth to be able to monitor social media, but we do get the complaints and we do follow up that way.

GALEN BAXTER: Same here. It's

complaint-based response.

LAURIE FARMER: Well, right, the resource-intensive part that all of you mentioned is the difficulty here, and you just don't have time for folks to be looking for that, so it has to be a complaint-based system currently.

One of the questions that came in the chat is really focused on I would say meal kits, meal kit companies in general and how they're covered within your state.

They're wanting to know inspectional and regulatory coverage. So, I would just ask that each of you go through that and how that works in your state.

GALEN BAXTER: So, for us here, you know, again, going back to the different agencies that cover the different responsibilities, the meal kits, those kind of things fall under the Georgia Department of Agriculture, so it wouldn't fall on our side.

HEATHER BUONOMO: And in California, it's the California Department of Public Health who oversees those manufacturing and processing warehouses that would be assembling the meal kits. And so, they do permit

them and go out and inspect them, and they have that over --

CATHY FEENEY: So, in Rhode Island, you know, if they were located in the state, we would inspect the facility, but I see that as a gap because a lot of them are crossing state lines and the food's being delivered to our state, but we really don't have jurisdiction because it's coming from another state and we don't even know about it most times unless we get a consumer complaint.

LAURIE FARMER: Another question that's in the chat, and I'll just mention that this afternoon Glenda Lewis will be moderating a session on federal perspective, but somebody asked about what role should be played at the federal level versus the state, local, tribe, and territory level.

And I'll start by the federal level. You know, we provide guidance with the food code, and Cathy mentioned the conference with food protection direct to consumer guidance document that was developed that will be discussed at the next panel, so those are guidance documents that we provide through state and locals, so

that is a role the agency is playing.

You know, this is about a conversation about those roles as well, right? So, I'd like the panelists to talk about their thoughts here on their roles and then what role they would like to see the federal government play as well.

HEATHER BUONOMO: So, in California, because we do have the California Retail Food Code and you know a federal regulation on food safety would be a challenge here, but where I really would like to see more done from a federal perspective is on the guidance that you're talking about and on the information that comes out.

To have it come out quicker and to have it from a federal perspective and these trends be addressed, I think that in the world of the internet and Google, we're seeing trends, not so regionally anymore, but we're seeing trends throughout the whole country.

And so, how can we, you know, use federal government and at the federal level look at, evaluate, and address things to be innovative from the top down and be innovative and ahead of these trends and working

with the industry to provide that guidance so much quicker and have it be consistent, right?

The trend is going to be similar everywhere, so how can we find that common thread? That's what I would love to see and work on at the federal level.

CATHY FEENEY: Yeah, I agree. I think that the biggest problem is it's interstate commerce a lot of times, so you know, we only go as far as our boundaries and then we also have to reach out to other states.

Many times we have to find out where the location of the commissary, or food manufacturer is. So, maybe FDA could help with that. We do contact our FDA retail food specialist Tom Nerney with questions. He will probably kill me for this, mentioning his name, but I wouldn't blame him if he changed his phone number because we call him all the time. He's so, so helpful and he gets right back to us.

But you know, that's always, you know, super, super helpful and several partners help us with consumer complaints. But you know, in Rhode Island, we

had to develop special regulations basically for temporary events and mobiles for food trucks, because they're so unique, and so maybe we need to do something along those lines with these type situations too just so we could have some parameters on how to deal with this and how to inspect them.

GALEN BAXTER: I would say from my perspective just, you know, continue with working with the state because, you know, I know states differ in the types of, you know, socioeconomic neighborhoods that exist, and just from -- in Georgia alone, I mean, we have -- the State of Atlanta and then we have the rest of the state, and it is completely different in the operations all within the same state boundaries.

So, just really, you know, working with the state locally to find out what their local challenges are and helping, you know, to address those issues is where I think it would be the most beneficial.

CATHY FEENEY: And I think even like -- I don't know if anybody's looked at the (indiscernible) resource page, but the states actually do post all their, you know, best documents so that we can all share



those things and also share them with industry, so that's another avenue to get the best information out there.

LAURIE FARMER: Oh, great, and we'll be hearing from AFDO in the next session, so nice plug. Thank you for that, Cathy.

So, as we close the Q and A session, I'd just like to ask if you guys have any closing remarks that you want to make, and this is about getting people thinking about what they -- what feedback for the docket, you know? And so, really what would you like to share here as your closing remarks?

GALEN BAXTER: I'll jump in first on this one. So, what I would like to say first of all is thank you for the opportunity to have such a diverse, you know, group dealing with different challenges that we've had, and this -- I think an important thing is, you know, now that I have Heather as a contact, whenever we get these innovative things that come to Georgia, I've got somebody to call now.

I think that's very beneficial, is reaching out to your, you know, your peers across the

state lines, across the country, whatever, just to kind of get feedback from them on, you know, things that you may be seeing that come into your neck of the woods that you're not used to seeing.

I think that's going to be very, very beneficial going forward, so I just want to say thank you for that.

CATHY FEENEY: And Galen, I want to say thank you to you, because we just showed your presentation on ghost kitchens to our staff. Our training officer, not even knowing that I was (indiscernible) Lydia Brown is our training officer, she actually showed it to all our staff last Friday. I said okay, so well, I'm going to be (indiscernible) with Galen, and you know, they really enjoyed it, so I thought that was super, super helpful, and I think the more we can share the better.

It also make sure industry knows we have our good listening ears on, and you know, we want to help. We know that this is what the consumer wants (indiscernible) wanted to be able to do it safety and help them do it safety.

HEATHER BUONOMO: And I couldn't agree more, the collaboration on this team and this panel has been incredible, and I'm so thankful for the opportunity to be able to speak here today and be a part of this panel.

You know, I've been raising my food safety nerd flag a lot lately, because it's just so exciting and invigorating to talk with other food safety professionals and collaborate, and you know, just engage with each other on these common challenges that we're having and how to address them.

So, I think that my final thought for the day would really just be for all of us to challenge ourselves. You know, when there is something new and innovative that comes up that we've never seen before, rather than looking at the regulation and saying, no, we can't do it, challenge ourselves and say how can we do this, how can we make this work, how can we make it safe while still, you know, allowing this new innovative idea to move forward.

What do we need to change, who do we need to engage with to maybe make some changes in our codes

or regulations to move it forward and just, you know, that culture of courage and innovation, I challenge you all to just take that away with you today.

LAURIE FARMER: Excellent. Excellent closing remarks, and I just -- this was really fun. You know, I really have enjoyed each of you. It was an engaging discussion. I've enjoyed this session and hearing your experiences and perspectives. It's -- and how you're implementing and how you're thinking outside the box, I really, really appreciate the dialogue in support of what we're trying to do here in food safety and the new era of smarter food safety.

So, I want to thank the panelists. I want to thank those that are participating. Again, I'd like to remind folks to submit your thoughts and feedback to the docket. We do want to hear from you. So, thanks again, and I will pass it to Mike to take us to the break.

Thank you, panelists.

CATHY FEENEY: Thank you very much, Laurie and Heather and Galen. It's been great.

GALEN BAXTER: Thank you.