



MINUTES

SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING

February 27, 2025 – 9:00 a.m.

Meeting was conducted In-person and via Microsoft Teams

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*)
Nancy Brune, Secretary – Council Member, City of Las Vegas (*via Teams*)
Scott Black – Mayor Pro Tem, City of North Las Vegas (*via Teams*)
Bobbette Bond – At-Large Member, Regulated Business/Industry (*in-person*)
Pattie Gallo – Mayor Pro Tem, City of Mesquite (*via Teams*)
Joseph Hardy – Mayor, City of Boulder City (*in-person*)
Monica Larson – Council Member, City of Henderson (*in-person*)
Frank Nemec – At-Large Member, Physician (*in-person*)
Shondra Summers-Armstrong – Council Member, City of Las Vegas (*in-person*)
- ABSENT:** Tick Segerblom – Commissioner, Clark County
- ALSO PRESENT:** Linda Anderson, Toluwanimi Babarinde, Christopher Boyd, Christy Brasher,
(In Audience) Kathryn Kraft, Danny McGinnis, Bradley Mayer, Adriana Saenz, John Sawdon,
Martin Strganac
- LEGAL COUNSEL:** Heather Anderson-Fintak, General Counsel
- EXECUTIVE SECRETARY:** Cassius Lockett, PhD, District Health Officer
- STAFF:** Elizabeth Adelman, Adriana Alvarez, Emily Anelli, Maria Azzarelli, Tawana Bellamy, Nicole Bungum, Daniel Burns, Nikki Burns-Savage, Victoria Burris, Donna Buss, Joe Cabanban, Leslie Carpenter, Robin Carter, Andria Cordovez Mulet, Rebecca Cruz-Nanez, Corey Cunnington, Cherie Custodio, Gerard Custodio, Aaron DelCotto, Brandon Delise, Lisa Falkner, Gimmeko Fisher-Armstrong, Kimberly Franich, Ruby Garcia, Sarah George, Cheri Gould, Jacques Graham, Heather Hanoff, Amineh Harvey, Richard Hazeltine, Carmen Hua, Dan Isler, Danielle Jamerson, Jessica Johnson, Horng-Yuan Kan, Matthew Kappel, Theresa Ladd, Heidi Laird, Dann Limuel Lat, Josie Llorico, Sandy Lockett, Anilkumar Mangla, Jonas Maratita, Chris Elaine Mariano, Blanca Martinez, Eric Matesen, Bernadette Meily, Kimberly Monahan, Samantha Morales, Christian Murua, Semilla Neal, Todd Nicolson, Brian Northam, Verallynn Orewyler, Kyle Parkson, Luann Province, Katarina Pulver, Emma Rodriguez, Larry Rogers, Alexis Romero, Kim Saner, Chris Saxton, Dave Sheehan, Karla Shoup, Jennifer, Sizemore, Randy Smith, Betty Souza-Lui, Angel Stachnik, Bruno Stephani, Amy Stines, Rosanne Sugay, Will Thompson, Rebecca Topol, Danielle Torres, Shylo Urzi, Jorge Viote, Donnie Whitaker, Tiana Wright, Edward Wynder, Lourdes Yapjoco, Merylyn Yegon, Lei Zhang

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. OATH OF OFFICE

Ms. Cordovez Mulet administered the Oath of Office to Member Larson and Member Summers-Armstrong.

Chair Kirkpatrick welcomed the new members. Member Larson and Member Summers-Armstrong each outlined their brief biographies.

IV. RECOGNITIONS

1. Brandon Delise, Danielle Jamerson, Maria Cristina Servando, Angel Stachnik

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

The Chair recognized Brandon Delise, Danielle Jamerson, Maria Cristina Servando, and Angel Stachnik for receiving their Certification in Infection Control. For the last 2 years, SNHD was awarded a scholarship through NACCHO to support training for certifications in infection control. The COVID-19 pandemic revealed critical needs and areas to improve infection control in both healthcare and community settings and the scholarships were to increase the capacity of local health departments in infection prevention and control. Certification in Infection Control is a great accomplishment and in line with the NACCHO recommendations to improve infection control and increase local health department’s capacity. On behalf of the Southern Nevada Health District and District Board of Health, the Chair congratulated staff on this recognition.

2. Southern Nevada Health District – February Employees of the Month

- Leslie Carpenter and Sandi Saito

The Chair recognized the February Employees of the 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 Board of Health, the Chair congratulated these exceptional employees.

Chair Kirkpatrick expressed her pride in the Health District, which took a lot of work by the Board, leadership and staff. Chair Kirkpatrick advised that the Health District was well respected in the community and the Board had gone above and beyond to ensure that happened. Chair Kirkpatrick advised that, at times, the Board had to make both hard and positive decisions but ultimately the Board’s priority was to ensure that the community had access to care and that the Health District

employees received the recognition that they deserved. Chair Kirkpatrick advised that all Board members were committed to staying on the Board to ensure that the Health District continued in a positive way. Chair Kirkpatrick noted that hard decisions were made at the last meeting, however all members remained respectful and avoided heated exchanges, as in the past.

Chair Kirkpatrick noted that this was Dr. Lockett's first official meeting as the District Health Officer. Chair Kirkpatrick noted that staff held an event to recognize Dr. Leguen's tenure at the Health District and the Board members in attendance presented Dr. Leguen with a parting gift. Chair Kirkpatrick indicated that the District Health Officer succession plan was successful and she was excited to see the next direction of the Health District.

Chair Kirkpatrick, for the benefit of the new members, advised that the Consent Agenda was predominantly routine items, such as interlocal agreements. Further, Chair Kirkpatrick advised that, previously, presentations were provided at each Board meeting for the reports under Informational Items, following which, the Board had requested that the reports would only be provided as informational.

- 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 FEBRUARY 27, 2025 MEETING AGENDA *(for possible action)*

A motion was made by Member Nielson, seconded by Member Hardy, and carried unanimously to approve the February 27, 2025 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:** January 23, 2025 *(for possible action)*
- 2. PETITION #21-25: Approval of the Master Supply Agreement for the purchase of a LIAISON XL – Analyzer from Diasorin;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
- 3. PETITION #22-25: Approval of the Interlocal Agreement between the Southern Nevada Health District and the Regional Transportation Commission of Southern Nevada to increase the number of bike share docks and expand access to the bike share network;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

4. **PETITION #23-25: Approval of Intrastate Interlocal Contract between the Southern Nevada Health District, State of Nevada, Department of Conservation, and Natural Resources regarding underground storage tank facilities;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
5. **PETITION #24-25: Approval of the Interlocal Agreement between the Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner (CCCOME) to collaborate on the collection of violent death data into the National Violent Death Reporting Systems (NVDRS);** direct staff accordingly or take other action as deemed necessary *(for possible action)*
6. **PETITION #25-25: Approval of the Interlocal Agreement between the Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner (CCCOME) to collaborate on the abstraction of drug overdose data for entry into the State Unintentional Drug Overdose Reporting System (SUDORS);** direct staff accordingly or take other action as deemed necessary *(for possible action)*
7. **PETITION #26-25: Approval of the Interlocal Contract between the Southern Nevada Health District and the Clark County School District (CCSD) to provide services to support the CCSD's Safe Routes to School Program;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

A motion was made by Member Nielson, seconded by Member Black, and carried unanimously to approve the February 27, 2025 Consent Agenda, as presented.

VIII. 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. **MEMORANDUM #04-25: Waiver request to temporarily store waste collected from street sweepers outside of a waste storage bin, as part of a new Solid Waste Storage Bin Facility Permit to Operate application for Nevada Department of Transportation (NDOT), located at 123 East Washington Avenue, Las Vegas, NV 89101;** direct staff accordingly or take other action as deemed necessary. *(for possible action)*

Dan Burns, Environmental Health Manager, presented a request from the Nevada Department of Transportation to waive a portion of Chapter 3-8 of the Southern Nevada Health District Solid Waste Management Authority Regulations, related to the emptying of street sweepers. Mr. Burns advised that the staff recommend approval of the request with conditions. Martin Strganac, District Engineer from NDOT, was also in attendance.

Further to an inquiry from Member Nielson, Mr. Burns advised that the system would be permanent and that the reference to "temporary" was regarding storing the waste temporarily in the storage bins. Mr. Burns clarified that the street sweepers would empty their containers

into bins in a specific portion of the facility that contained waste, the contents would dry out and then transported for final disposal.

Further to an inquiry from Member Summers-Armstrong, Mr. Burns advised that there were residential houses to the west of the facility and the storage bins would only contain street sweeper debris.

Member Hardy state that if there were no street sweepers then the debris would simply remain in the street, which would be in improvement in the health and welfare of the streets.

Mr. Strganac confirmed the location of the facility. Further Mr. Strganac advised that water used by the street sweepers assists in picking up the debris. Therefore, the debris would be wet and would need to dry overnight before it was transported for final disposal. Mr. Strganac confirmed that there was nothing in the debris that was chemically harmful.

The Chair opened for Public Comment.

Seeing no one, the Chair closed the Public Comment.

A motion was made by Member Summers-Armstrong, seconded by Member Nielson, and carried unanimously to approve the Solid Waste Storage Bin Facility Permit to Operate application, including a waiver request, for Nevada Department of Transportation (NDOT), located at 123 East Washington Avenue, Las Vegas, NV 89101, with the following conditions:

- 1. This Facility receives District Board of Health approval, for a waiver of the SWMA Regulations, Chapter 3-8.01, subsection (B)(1) to allow processing of solid waste.*
- 2. This Facility receives District Board of Health approval, for a waiver of the SWMA Regulations, Chapter 3-8.01, subsection (B)(2) to allow transferring solid waste from container to container.*
- 3. This Facility receives District Board of Health approval, for a waiver of the SWMA Regulations, Chapter 3-8.01, subsection (B)(4) to allow the storage of solid waste outside of waste storage bins, trucks and/or trailers.*
- 4. This Facility has passed a final permitting inspection.*

2. Variance Request for an existing septic system located at 4130 and 4140 W. Dewey Dr., Las Vegas, NV 89118 to remain split across two parcels; direct staff accordingly or take other action as deemed necessary (for possible action)

Daniel Isler, Environmental Health Engineer Supervisor, presented the variance request for an existing septic system located at 4130 and 4140 W. Dewey Dr., Las Vegas, NV 89118 to remain split across two parcels. Mr. Isler advised that both parts of the building were occupied by the same tenant and both parcels have the same owner. Mr. Isler advised that the staff recommended denial of the variance request due to the proximity to the Clark County Water Reclamation District (CCWRD), which is directly in front of the property. The petitioner has initiated the permitting process for sewer connection, but required additional time to complete the process. Mr. Isler advised that the owner is under time pressure due to a government contract that needs to be commenced. Mr. Isler advised that if the Board of Health approved the variance request, then staff would recommend a condition that the owner complete connection of the building to the sewer within one year.

Member Black left the meeting at 9:35 a.m. and did not return.

Further to an inquiry from Member Nemeč, Mr. Isler advised that according to CCWRD the processing time for sewer connection was estimated at 10 weeks. Mr. Isler further confirmed that 12 months was a realistic timeframe to connect to the sewer.

John Sawdon, principal and architect at Knit, represented the owner and petitioner. Mr. Sawdon confirmed that the petitioner was not opposed to connecting to the sewer, but reiterated the time constraint. Mr. Sawdon advised that the petition had a contract with the Department of Defense to produce shell casings. Mr. Sawdon advised that the public works process was difficult and could not be completed within 10 weeks. Mr. Sawdon advised that they were finishing construction in the building and would be functional within the next 30-45 days, at which point they would be proceeding with the drawings for the sewer connection and go through the public works process. Mr. Sawdon thought that one year was a reasonable timeframe to accomplish the sewer connection and requested that the one-year timing commence at the date of the Certificate of Occupancy and not the date of the Board's approval.

Chair Kirkpatrick advised that she would not support the time to start at the Certificate of Occupancy, but committed to work with Mr. Sawdon through the public works process. Mr. Sawdon agreed to the one-year timing would start on the date of the Board's approval and committed to return before the Board upon completion of the sewer connection.

The Chair opened for Public Comment.

Seeing no one, the Chair closed the Public Comment.

Chair Kirkpatrick reiterated her proposal that if the Board approved the variance request, the petitioners would have to advise the Board upon completion of the sewer connection. As mentioned by Mr. Sawdon, the petitioner had a government contract with time constraints and required additional time to complete the process to connect to the sewer.

Further to earlier questions, Mr. Sawdon confirmed that there would be between 5-7 employees in the facility, with one side of the building for the manufacturing component and the other side of the building for storage of the manufactured casings. Mr. Sawdon advised that there were two existing restrooms.

Further to an inquiry from Member Bond, Mr. Sawdon advised that they were not aware of the buildings being connected to a septic system until the facility was underway and the commitment was already made to start production. Mr. Sawdon advised that the issue was that the petitioner needs to start producing the casings, and as they have to follow the process of bids, construction, etc. for the sewer connection, they are asking for some time to connect to the sewer system so they can get into production of the committed products. Mr. Sawdon confirmed that they were not opposed to connecting to the sewer, but that they were under a time constraint to start production around April 1st.

Member Nielson disclosed that he knew an Ernie Moody that was involved in the gaming industry, but it could not be confirmed that it was the same individual as the petitioner. Member Nielson confirmed that he did not have any business interest with him and there was not a relationship that would impact him being unbiased on this issue. Member Nielson advised that he did not wish to disrupt the government contract with the petitioner, but

wanted to ensure that if the variance request was granted, the building would be connected to the sewer system within one year.

Further to an inquiry from Member Nemeck, Mr. Sawdon advised that only potable water was disposed of in the septic system.

Further to an inquiry from Member Summers-Armstrong, Mr. Isler advised that the general recourse for non-compliance would be through other agencies, such as the building department and business license. Further to Mr. Sawdon confirming that it was a local business that would be producing the shell casings, Member Summers-Armstrong advised that she did not want to hinder a local business that would be providing jobs, but reiterated that the Board would need commitment of the sewer connection.

Chair Kirkpatrick advised that she would agree to approve the variance request with the conditions to connect to the sewer within one year, provide confirmation of connection, and if connection is not completed within one year then the Health District would work with the appropriate agencies to revoke the Certificate of Occupancy and Business License. Mr. Sawdon confirmed that he would appear before the Board upon completion of the sewer connection. Chair Kirkpatrick advised that she would be agreeable to staff providing written quarterly administrative updates on the process.

After discussion, the following motion was made:

A motion was made by Chair Kirkpatrick, seconded by Member Hardy, and carried unanimously to approve the Variance Request for an existing septic system located at 4130 and 4140 W. Dewey Dr., Las Vegas, NV 89118 with the following conditions:

- 1. Petitioner and its successor(s) in interest shall discontinue use of the ISDS, connect structure it serves to the CCWRD community sewage system, and abandon or remove the ISDS in accordance with SNHD ISDS Regulations within one year of variance approval.*
- 2. Petitioner and its successor(s) will abide by the operation and maintenance requirements of the most current SNHD Regulations governing individual sewage disposal systems.*
- 3. Staff to provide the Board of Health with quarterly administrative updates on the sewer connection.*
- 4. Petitioner and/or staff to advise the Board of Health once the sewer connection is completed.*
- 5. If the sewer connection is not completed within one year of approval, the Health District will work with the appropriate agencies for possible action regarding the Petitioner's Certificate of Occupancy and/or Business License.*

IX. REPORT / DISCUSSION / ACTION

There were no items heard.

- X. 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 Nemec praised Dr. Lockett for his leadership and was impressed with the staff obtaining their Certification of Infection Control. Member Nemec advised that he previously was a member of the certification board for three years and contributed to the exam questions. Member Nemec advised that the exam was very comprehensive and was extremely difficult. Dr. Lockett thanked Member Nemec and advised that staff volunteered to go through the process of certification.

Member Nielson advised that he attended the groundbreaking ceremony for the Southern Nevada Public Health Lab (SNPHL) expansion and congratulated staff on a successful event.

Chair Kirkpatrick requested a special meeting within the next week to discuss potential litigation.

Chair Kirkpatrick advised the new members that Board meetings are normally from 9:00-11:45 a.m. Chair Kirkpatrick encouraged the new members to participate in agenda review calls with Dr. Lockett in advance of the Board meeting.

Due to the upcoming pool season, Chair Kirkpatrick requested an update on lifeguards.

Chair Kirkpatrick recognized Nicole Bungum, Health Education Supervisor in the Office of Chronic Disease Prevention and Health Promotion, for the partnership with Obodo Greengrocer, which was a new grocery store on the westside of the town, offering fresh, local fruits, and vegetables. This area of town is a food desert, so this is an important community addition.

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

- DHO Comments

In addition to the written report, Dr. Cassius Lockett advised of the groundbreaking ceremony for the expansion of the SNPHL. Dr. Lockett advised that the expansion would enhance regional capabilities and capacity to improve the Health District's response time to emerging threats in the community. Dr. Lockett advised that many dignitaries were in attendance including Congresswoman Susie Lee, Member Nielson, Member Black, Member Larson, and representatives of Senator Cortez-Masto, Senator Jacky Rosen and Member Summers-Armstrong. Dr. Lockett advised that attendees were also provided with an opportunity to tour the existing SNPHL. Dr. Lockett thanked all those that were in attendance and recognized the financial contributions from the county and cities.

Dr. Lockett advised that Health District staff was monitoring the current bird flu situation and noted that there were approximately 70 cases in the country, with the majority of exposure was from dairy cattle. Dr. Lockett noted that in Churchill County there was a person working on a dairy farm that was exposed.

Dr. Lockett noted that with the height of the flu season, it was not too late for individuals to receive the flu vaccine. Dr. Lockett advised that the majority of the community being impacted by the flu were over the age of 65.

Dr. Lockett introduced Dr. Robin Carter as the new Medical Director for the Southern Nevada Community Health Center and the new Chief Medical Officer for the Southern Nevada Health District. Dr. Carter advised that she was family medicine trained and has been practicing for approximately 30 years, all over the country and in rural areas. Dr. Carter has also practiced in military medicine.

Chair Kirkpatrick expressed concern regarding measles cases reported in Texas and inquired whether there were any cases in our community. Dr. Lockett advised that measles was eliminated in the US in the year 2000 and the reports from Texas were unusual. Dr. Lockett advised that the last time there was a case in Clark County was in 2018, which had a history of travel. Dr. Lockett had requested that staff start working on the community vaccination rates in anticipation of providing an overview of vaccination rates at the next Board meeting. Dr. Lockett advised that the MMR (measles, mumps, and rubella) vaccine was efficacious, with one dose having 93% efficacy and two doses having 97% efficacy. Dr. Lockett advised that measles was the most infectious germ in the world and anticipated seeing more reported cases.

Chair Kirkpatrick further requested information on immunization schedules that could be shared with their constituents.

- Legislative Update

Emma Rodriguez, Communications & Legislative Affairs Administrator, and Bradley Mayer, Argentum Partners, provided an update on the current legislative session.

Ms. Rodriguez raised Public Health Improvement Funding and advised that \$15 million was included in the governor's recommended budget and advised that state staff confirmed that the funding would be distributed based on a per capita and non-categorical funding.

Ms. Rodriguez outlined the four bills that had hearings recently:

- AB76 – Revises provisions related to cannabis. (Cannabis Consumption Lounges/NV Clean Indoor Air Act)
- AB104 – Revises provisions relating to water. (Water Rights)
- SB24 – Provides for the certification and regulation of emergency medical responders. (Emergency Medical Responders)
- SB43 – Revises provisions relating to environmental protection. (Solid Waste and Water)

Ms. Rodriguez outlined the following bills that were being monitored:

- AB50 – Revises provisions relating to victims of a mass casualty event. (Mass Casualty Database)
- AB102 – Revises provisions relating to emergency medical services. (Emergency Medical Services)
- AB208 – Restricts the use of certain products by governmental entities and government-funded entities. (Patented Products Usage)
- AB244 - Enacts prohibitions relating to the use of disposable foodware containers containing polystyrene foam by certain food establishments. (Polystyrene Ban)
- SB78 - Revises provisions relating to boards, commissions, councils and similar bodies. (Board Consolidation)

Member Brune left the meeting at 10:23 and did not return.

Further to inquiries from Chair Kirkpatrick, Brian Northam, Environmental Health Manager, advised that he was the chair of the Registered Environmental Health Specialists (REHS)

board and at their last meeting, they reviewed the proposed amendment to SB78. Mr. Northam advised that the bill would cause the REHS board to be consolidated into a board with engineers, architects and land surveyors. Mr. Northan advised that that the proposed consolidated board would have two REHS (one from Clark County and one from Washoe County), a member appointed by the state health officer, up to 3 engineers, 2 architects, and 1 land surveyor. Mr. Northan advised that the board's main priority was to maintain the list and educational requirements of those licenses, address any disciplinary matters or conflicts of interest, and investigate complaints. Mr. Northam advised that the concern was that the REHS members, which are largely representative of governmental staff, would be outweighed by the private industry. The members appointed to the REHS board currently had two members of the public; however, the proposed consolidated board would not have any members of the public.

Member Nemece left the meeting at 10:31 a.m.

Mr. Mayer advised that there was a cottage food bill being introduced.

Mr. Mayer advised of proposed amendments to the food vendor bill from the last session, that included requirements to inspect home kitchens and requirements of hand-washing. Member Summers-Armstrong requested continued updates on the food vendor bill amendments from the last session.

*Member Nemece returned to the meeting at 10:34 a.m.
Member Bond left the meeting at 10:34 and did not return.*

Further to an inquiry from Chair Kirkpatrick, Mr. Mayer advised that the current handwashing requirement was to be conducted on the food cart; however, the proposed revision would require the use of any handwashing station that was near by, as opposed to on the cart.

Ms. Rodriguez advised the Board of the Health District's capabilities to submit fiscal notes. The Health District received 19 requests from LCB, with 18 submitted as no impact and one submitted that could not be determined.

Further to an inquiry from Member Gallo, Chris Saxton, Director of Environmental Health, advised that the addition of home kitchen inspections would require additional inspectors. Mr. Saxton advised that the current regulations did not allow food prepared for public consumption to be prepared in home kitchens.

Chair Kirkpatrick advised that she, Senator Doñate, Assemblywoman Cinthia Moore and Health District staff met with food truck vendors to hear their concerns.

XII. 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. Public Health & Preventive Care Division Monthly Activity Report

XIII. 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.

Cara Evangelista advised that she had previously been a health inspector at the Health District and now worked with industry on environmental health activities. Ms. Evangelista wanted to address the concerns regarding the REHS board. Ms. Evangelista advised that she and her business partner hold REHS licenses. Ms. Evangelista advised that she had dealt with the REHS board and its executive director, who had always been responsive to issues. Ms. Evangelista was concerned with moving the oversight of REHS licenses to a board that was predominantly comprised of private industry representatives. Ms. Evangelista proceeded to address the proposed changes to the food vendor bills. Ms. Evangelista stated that her company represented thousands of food permit vendors that have put a lot of effort into protecting the public with their food handling. Ms. Evangelista indicated that it would be impossible to regulate home kitchens and it would be unfair to the existing permitted individuals that have put all their effort into protecting the public properly.

The Chair advised that as part of the legislative session there was a public opinion page and encouraged individuals to register and submit their comments.

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

XIV. ADJOURNMENT

The Chair adjourned the meeting at 10:45 a.m.

Cassius Lockett, PhD
District Health Officer/Executive Secretary
/acm



AGENDA

SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING

February 27, 2025 – 9:00 A.M.

Meeting will be conducted In-person and via Microsoft Teams

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

Red Rock Trail Conference Room

NOTICE

Microsoft Teams:

<https://events.teams.microsoft.com/event/c4c170ce-f9d1-42e7-90df-2ad33dc1eac3@1f318e99-9fb1-41b3-8c10-d0cab0e9f859>

To call into the meeting, dial (702) 907-7151 and enter Phone Conference ID: 145 715 151#

NOTE:

- Agenda items may be taken out of order at the discretion of the Chair.
- The Board may combine two or more agenda items for consideration.
- The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

I. CALL TO ORDER AND ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. OATH OF OFFICE

IV. RECOGNITIONS

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- **By Teams:** Use the Teams link above. You will be able to provide real-time chatroom messaging, which can be read into the record or by raising your hand. Unmute your microphone prior to speaking.

- **By telephone:** Call 702-907-7151 and when prompted to provide the Meeting ID, enter 145 715 151#. To provide public comment over the telephone, please press *5 during the comment period and wait to be called on.
- **By email:** 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.

VI. ADOPTION OF THE FEBRUARY 27, 2025 AGENDA *(for possible action)*

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- 6. PETITION #25-25: Approval of the Interlocal Agreement between the Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner (CCCOME) to collaborate on the abstraction of drug overdose data for entry into the State Unintentional Drug Overdose Reporting System (SUDORS);** direct staff accordingly or take other action as deemed necessary *(for possible action)*
- 7. PETITION #26-25: Approval of the Interlocal Contract between the Southern Nevada Health District and the Clark County School District (CCSD) to provide services to support the CCSD’s Safe Routes to School Program;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

VIII. 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. **MEMORANDUM #04-25: Waiver request to temporarily store waste collected from street sweepers outside of a waste storage bin, as part of a new Solid Waste Storage Bin Facility Permit to Operate application for Nevada Department of Transportation (NDOT), located at 123 East Washington Avenue, Las Vegas, NV 89101;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
2. **Variance Request for an existing septic system located at 4130 and 4140 W. Dewey Dr., Las Vegas, NV 89118 to remain split across two parcels;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

IX. REPORT / DISCUSSION / ACTION

X. 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)*

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

- DHO Comments
- Legislative Update

XII. 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. Public Health & Preventive Care Division Monthly Activity Report

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

XIV. 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

SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING

January 23, 2025 – 9:00 a.m.

Meeting was conducted In-person and via Microsoft Teams

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*)
Nancy Brune, Secretary – Council Member, City of Las Vegas (*in-person*)
Scott Black – Mayor Pro Tem, City of North Las Vegas (*in-person*)
Bobbette Bond – At-Large Member, Regulated Business/Industry (*in-person*)
Pattie Gallo – Mayor Pro Tem, City of Mesquite (*in-person*)
Joseph Hardy – Mayor, City of Boulder City (*in-person*)
Brian Knudsen – Mayor Pro Tem, City of Las Vegas (*in-person*)
Frank Nemec – At-Large Member, Physician (*in-person*)
Jim Seebock – Council Member, City of Henderson (*in-person*)
Tick Segerblom – Commissioner, Clark County (*in-person*)

ABSENT:

N/A

ALSO PRESENT:

(In Audience)

Stephanie Adams, Julie Anderson, Linda Anderson, Emily Antuna, Taylor Avery, Samantha Barnes, Byan Beaman, Peter Belmonte, Eurshaun Bennett, Jennifer Bertolani, Christopher Boyd, Gabriela Bran, Yolanda Brewer, Rod Buzzas, Victor Byers, Ashley Byrd, Rebecca Carmody, John Ching, Nelly Chow, Nick Christie, Georgi Collins, Melissa Conner, Rebecca Crooker, Muhammad Darwish, Sean Dort, Calai Elumalai, Elizabeth Erb-Ryan, John Fildes, Chris Fisher, Michael Flores, Mauricio Fonseca, Mike Forche, Megan Fortier, Diego Galindo, Dana Gentry, Chris Giunchigliani, Alexander Graves, Sabrina Gray, Cade Grogan, Joelle Gutman-Dodson, Ryan Hafen, Jhordimae Hernandez, Amanda Hertzler, Jam Harvey, Allison Herzik, Todd Hightower, LuAnn Holmes, Maya Holmes, Gabe Hunterton, Marc Kahn, Darius Kennedy, Scott Keros, Joshua Khorsandi, Jeremy Kilburn, Kristina Kleist, Deborah Kuhls, Kevin Kuravilla, Liezel Lenhart, Daniel Llamas, Stephanie Martinez, Eric Matesen, Bradley Mayer, Rick McCann, Michelle McGrorey, Jason McKinney, Allison McNickle, Christopher Meilchen, Paola Mena, Guadalupe Mesa Redmond, Jacquie Miller, Sandy Miller, Chris Nelson, Alison Netski, Staniela Nikolova, Emily Osterberg, Nicole Owens, Brandy Padilla-Jones, Vivek Pamulapati, Phil Parker, Priya Patel, Kris Perez, Francesca Petrucci, Mike Powell, Anna Prendergast, Susan Putz, Isabel Quinones, John Recicar, Heather Richards, Nancy Rivera, Brian Rogers, Lisa Rogge, Brittny Roso, Alex Rowan, Adriana Saenz, Kendra Saint Martin, Stacie Sasso, Nick Schneider, Joe Scott, Andrew Sheep, Samuel Sheller, Todd Sklamberg, Steven Speakman, Joann Strobbe, Sheri Stucke, Shana Tello, Jennifer Terrebonne, Danny Thompson, Ashley Tolar, Joey Valdez, Mason Van Houweling, Sylvia Vazquez, Sarah Williams

LEGAL COUNSEL: Heather Anderson-Fintak, General Counsel

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

STAFF: Talibah Abdul-Wahid, Elizabeth Adelman, Adriana Alvarez, Kristen Anderson, Emily Anelli, Bonnie Archie, Lisa Archie, Maria Azzarelli, Tawana Bellamy, Haley Blake, Amanda Brown, Nicole Bungum, Daniel Burns, Nikki Burns-Savage, Victoria Burris, Donna Buss, Nancy Cadena, Belen Campos-Garcia, Andria Cordovez Mulet, Carol Cottam, Shea Crippen, Rebecca Cruz-Nanez, Corey Cunningham, Cherie Custodio, Gerard Custodio, Liliana Davalos, Aaron DelCotto, Rayleen Earney, Kaylina Fleuridas, Jason Frame, Kimberly Franich, Tamara Giannini, Jacques Graham, John Hammond, Heather Hanoff, Richard Hazeltine, Raychel Holbert, Carmen Hua, Candice Humber, Dan Isler, Danielle Jamerson, Dustin Johnson, Jessica Johnson, Stacy Johnson, Horng-Yuan Kan, Theresa Ladd, Dann Limuel Lat, Cassius Lockett, Erick Lopez, Sandy Lockett, Cassondra Major, Anilkumar Mangla, Jonas Maratita, Blana Martinez, Kimberly Monahan, Stephanie Montgomery, Samantha Morales, Christian Murua, Semilla Neal, Todd Nicolson, Brian Northam, Verallynn Orewyler, Laura Palmer, Kyle Parkson, Desiree Petersen, Luann Province, Jeff Quinn, Emma Rodriguez, Larry Rogers, Alexis Romero, Kim Saner, Aivelhyn Santos, Chris Saxton, Dave Sheehan, Karla Shoup, Maria Sarkara Singh, Jennifer Sizemore, Randy Smith, Candyce Taylor, Will Thompson, Rebecca Topol, Renee Trujillo, Justin Tully, Shylo Urzi, Jorge Viote, Donnie Whitaker, Edward Wynder, Lourdes Yapjoco, Susan Zannis, Lei Zhang, Ying Zhang

The Chair advised that individuals intending to provide public comment on Item VII.1 (MEMORANDUM #01-25: Application for Renewal of Authorization as an Adult Trauma Center with Change of Level from Level II to Level I for Sunrise Hospital) could either speak during the First Public Comment or during the Public Hearing.

The Chair recognized the passing of Dr. Carol Whitmoyer, who was a founding board member of the Health District, at the age of 92, from Boulder City, on December 22, 2024. As a founding board member, Dr. Whitmoyer contributed to the establishment of the Health District and the Board wanted to recognize her contributions.

I. CALL TO ORDER and ROLL CALL

The Chair called the Southern Nevada District Board of Health Meeting to order at 9:06 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

Member Black joined the meeting at 9:09 a.m.

III. RECOGNITIONS

1. Pop-Up Produce Stands Program (Nicole Bungum, Lisa Archie, and Stephanie Montgomery)

- Outstanding Plan Implementation – Nevada Chapter of the American Planning Association

The Chair recognized Nicole Bungum, Lisa Archie, and Stephanie Montgomery for their work on the Pop-Up Produce Stands Program. Recently, the Nevada chapter of the American Planning Association recognized the Pop-Up Stands at the Bonneville Transit Center with the Outstanding Plan Implementation Award. The pop-up stands are aimed at helping address the problem of food insecurity by giving people increased access to affordable, locally grown, organic fresh fruits and vegetables. On behalf of the Southern Nevada Health District and Board of Health, the Chair congratulated staff on this recognition.

2. Jessica Johnson, Health Education Supervisor

- 2024 Impact Award – Roseman University of Health Sciences

The Chair recognized Jessica Johnson, Health Education Supervisor, for being honored as Roseman University's 2024 Community Partner Impact Award. Jessica was nominated for her leadership in securing and managing the Nevada Overdose 2 Action grant, supporting Roseman's EMPOWERED Program. Further, as co-chair of the Southern Nevada Opioid Advisory Council, Jessica continues to champion critical public health initiatives that address substance use challenges in our community. On behalf of the Southern Nevada Health District and Board of Health, the Chair congratulated Ms. Johnson on this recognition.

3. Jason Frame, Chief Information Officer

- 2024 CIO Award – Info-Tech Research Group

The Chair recognized Jason Frame, Chief Information Officer, for receiving the 2024 Info-Tech CIO Award for extraordinary technology leadership. These awards celebrate exceptional IT leaders who deliver significant value to their organization and achieve outstanding results in stakeholder satisfaction in business division categories. Award winners were selected from a competitive pool of hundreds of candidates. On behalf of the Southern Nevada Health District and Board of Health, the Chair congratulated Mr. Frame on this recognition.

4. Southern Nevada Health District – December and January Employees of the Month

- Aivelhyn Santos and Erick Lopez (December)
- Stephen Luong and Rayleen Earney (January)

The Chair recognized the December and January Employees of the 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 Board of Health, the Chair congratulated these exceptional employees.

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

- Candice Humber and Tamara Giannini

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 Board of Health, the Chair congratulated these exceptional employees.

6. Southern Nevada Health District – 2024 Employee and Manager of the Year

- Desiree Petersen and Kimberly Franich

The Chair recognized the 2024 Employee and Manager of the Year. The two individuals were selected from all the winners this past year that went above and beyond for the Health District and our community, and that best represent the C.A.R.E.S. Values. On behalf of the Board of Health, the Chair congratulated these exceptional employees.

Member Nielson joined the meeting at 9:18 a.m.

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.

Mauricio Fonseca and Lupa Mesa, from the Culinary Union 226, appeared representing 60,000 culinary union workers and their families. Mr. Fonseca stated that to ensure there was a strong trauma system based on community needs, he urged the Board to follow the regulations and deny the Sunrise application. They did not support the proposal because there was no shortage.

Joshua Khorsandi, a medical student at the Kirk Kerkorian School of Medicine at UNLV, was a resident of Las Vegas and wanted to practice medicine here when he finished school. Mr. Khorsandi wished to propose an important change that would benefit public health and business and establish Las Vegas in sustainability and innovation. Mr. Khorsandi proposed the replacement of plastic cutting boards in restaurants with safer and more sustainable alternatives such as wood, bamboo, glass or stainless steel. Mr. Khorsandi indicated that plastic cutting boards may seem a convenient low-cost option, however they wear out quickly requiring frequent replacement. In contrast, materials like bamboo and wood are durable and have natural antibacterial properties. Glass and stainless steel are non-porous, easy to sanitize and virtually indestructible. Mr. Khorsandi indicated that plastic cutting boards in food preparation released microplastics and nano plastics, tiny particles that are not visible to the naked eye but can infiltrate our food. Once ingested these microplastics do not pass through our bodies but accumulate in vital organs including the lungs, liver, brain, ovaries, testis and kidneys. Mr. Khorsandi advised there is evidence that shows microplastics have been detected in placentas and human fetuses raising serious concerns about their long-term effects on development, reproduction and overall health. Mr. Khorsandi highlighted the research that has been conducted within the last few years, that could lead to a surge in chronic diseases, developmental abnormalities in children and irreversible harm to future generations. Mr. Khorsandi indicated that several individuals in the hospitality and restaurant industries have provided overwhelmingly positive feedback. Further, Mr. Khorsandi outlined the effects of microplastics on the

environment. Mr. Khorsandi stated that if Las Vegas took the critical step towards reducing microplastics it would set an example for other cities to follow. This would position Las Vegas as a pioneer in sustainability. Mr. Khorsandi included that this initiative benefits everyone; for businesses, it means long-term savings and strong customer loyalty, and for consumers, it means safer food and better health.

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

V. ADOPTION OF THE JANUARY 23, 2025 MEETING AGENDA *(for possible action)*

A motion was made by Member Nielson, seconded by Member Black, and carried unanimously to approve the January 23, 2025 Agenda, as presented.

VI. CONSENT AGENDA: Items for action to be considered by the Southern Nevada District Board of Health which may be enacted by one motion. Any item may be discussed separately per Board Member request before action. Any exceptions to the Consent Agenda must be stated prior to approval.

1. **APPROVE MINUTES/BOARD OF HEALTH MEETING:** November 21, 2024 *(for possible action)*
2. **PETITION #11-25: Approval of the Interlocal Service Agreement between the Southern Nevada Health District and the Las Vegas Metropolitan Police Department to collaborate on training and enhancement activities related to pre-arrest and pre-trial diversion for those with substance use disorder and those vulnerable to overdose;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
3. **PETITION #12-25: Approval of the Interlocal Agreement between the Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner (CCOME) to collaborate on the abstraction of sudden unexpected infant death (SUID) and sudden death in the young (SDY) data for entry into the National Fatality Review Case Reporting System (NFR-CRS);** direct staff accordingly or take other action as deemed necessary *(for possible action)*
4. **PETITION #14-25: Approval of a Lease Addendum between the Southern Nevada Health District and Horizon 8888, LLC to extend the existing lease;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
5. **PETITION #15-25: Approval of Contract (C2100037) Amendments A01, A02, and A03, between the Southern Nevada Health District and Accela for Accela Civic Platform – Environmental Health Software as Service licenses to apply monetary credit, one year of VIP service for no additional fee, and training credits for delayed implementation;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
6. **PETITION #16-25: Approval of an Interlocal Contract between the Southern Nevada Health District and the City of Las Vegas to provide services to support the Southern Nevada District Community Partnership to Promote Health Equity, Year 2 grant awarded to the SNHD by the Centers for Disease Control and Prevention (CDC) (Award #NU58DP007746), referred to as Racial and Ethnic Approaches to Community Health**

(REACH); direct staff accordingly or take other action as deemed necessary *(for possible action)*

7. **PETITION #18-25: Approval of an Interlocal Contract between the Southern Nevada Health District and the Regional Transportation Commission of Southern Nevada (RTC) to increase access to fruits and vegetables**; direct staff accordingly or take other action as deemed necessary *(for possible action)*
8. **PETITION #19-25: Approval of an Interlocal Agreement (CBE #60656-23) between Clark County, Nevada, select member municipalities and the Southern Nevada Health District for member participation in the Southern Nevada Type 3 – Incident Management and Assistance Team (IMAT)**; direct staff accordingly or take other action as deemed necessary *(for possible action)*
9. **PETITION #20-25: Approval of the Amendment to the Interlocal Agreement Between Clark County, Nevada and the Southern Nevada Health District for Medical Core & Support Services for HIV/AIDS Infected & Affected Clients in Las Vegas, Ryan White, Transitional Grant Area**; direct staff accordingly or take other action as deemed necessary *(for possible action)*

A motion was made by Member Black, seconded by Member Nielson, and carried unanimously to approve the January 23, 2025 Consent Agenda, as presented.

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

1. **MEMORANDUM #01-25: Application for Renewal of Authorization as an Adult Trauma Center with Change of Level from Level II to Level I for Sunrise Hospital**; direct staff accordingly or take other action as deemed necessary. *(for possible action)*

John Hammond, EMS & Trauma System Manager, Laura Palmer, EMS & Trauma System Supervisor, and Stacy Johnson, Regional Trauma Coordinator, represented SNHD's Office of EMS & Trauma Systems (OEMSTS). Ms. Johnson presented Sunrise Hospital's application to change its Trauma Center designation from a Level II to a Level I. Neither the Regional Trauma Advisory Board (RTAB) nor the Trauma Medical Audit Committee (TMAC) recommended the application for Sunrise from a Level II to Level I to be approved. Based upon review, the Health District staff recommended the application of Sunrise Hospital's trauma designation change from Level II to Level I.

Further to an inquiry from Member Brune regarding catchment areas, Ms. Johnson advised that, as per regulations, catchment areas were determined by OEMSTS and any change to the regulations required Board approval. Member Black requested clarification on the circumstances that would constitute or necessitate a change to the catchment areas. Ms. Johnson advised that, historically, when a new trauma center is added to the system there

would be a change to catchment areas. However, Ms. Johnson noted that the only other time that the catchment areas changed was two years after the Mike O'Callaghan Military Medical Center (MOMMC) was established, it was determined that its catchment area was not providing enough volume to sustain its needs and MOMMC and UMC came to an agreement on a change to catchment areas, which was reviewed and approved by OEMSTS. Further to a request for clarification from Member Brune, Ms. Johnson advised that catchment areas would change when a brand-new trauma center was established because it needs EMS to transport patients to the facility. Ms. Johnson further advised that due to the volume of patients that Sunrise Hospital currently received, it would not require a change in catchment areas because it receives all steps of the Trauma Field Criteria as a Level I. Further to an inquiry from Member Seebock, Ms. Johnson advised that if a facility moved from a Level III to a Level II, that would require a change in catchment areas since a Level II can only receive lower trauma acuity patients. Chair Kirkpatrick inquired whether having two Level I's would impact on the catchment areas. Ms. Johnson indicated that she did not believe it would affect the Level I; however, if a Level III upgraded to a Level II, then catchment areas would be effected. Member Seebock inquired as to the effect on catchment areas having two Level I's. Ms. Johnson indicated that she did not think there would be an impact because Sunrise currently received the same acuity whether it was a Level II or a Level I.

Member Bond stated that staff's presentation indicated that there would be no change in catchment area, but also indicated an increased capacity for physicians and the quality of care, yet there was no data to support those assumptions. Member Bond stated that neither the Board, the state nor Clark County have control over changes to the catchment area. Member Bond indicated that there could be a request for changes to the catchment area, which was totally independent of another change in the trauma system, that would come to OEMSTS, which was the same department that was recommending Sunrise to upgrade to a Level I. Ms. Johnson responded that if there was data to support a catchment change, then it would go to OEMSTS for review and determine if there truly was a need.

Further to an inquiry from Member Bond regarding the Health District stating that there was a need for the upgrade to Level I, Ms. Johnson indicated that the Health District believes that the benefits outweigh the negative to approve Sunrise as a Level I.

The Chair provided feedback on the RTAB and Medical Advisory Board (MAB) meetings, suggesting the members should make the effort to attend in-person to ensure clear and understandable discussion and decisions. The Chair stressed that GMEs were not necessarily a need, unless they stay in our community. The Chair requested further explanation on GMEs, the guarantee, and the expectation. Ms. Johnson advised that GMEs was a requirement a Level I under the American College of Surgeon (ACS). The ACS does not outline the required number of GMEs nor that medical residents stay in a community. Ms. Johnson advised that hospitals may engage the ACS at any time for certification; the trauma regulations do not outline a specific order for certification. Mr. Hammond advised that the SNHD's trauma regulations are scheduled for a review following the end of the 2025 legislative session.

Member Hardy inquired whether the county funding for UMC was stable and would continue to be stable. The Chair advised that the county funding was stable and committed to UMC. Member Hardy inquired whether having an additional Level I would allow for additional grants and funding to southern Nevada. Member Hardy advised that the Las Vegas Global Economic Alliance voted to focus on healthcare and believed that an additional Level I would increase the reputation of southern Nevada.

Member Nemeč stated that the physician shortage was not in the areas that would be addressed in a trauma center. The shortage was of primary care doctors, general surgeons, OB/GYNs, which are not typically trained for in a trauma center. Member Nemeč indicated that there can be training in anesthesia, which is a general training, that can do trauma anesthesia, that did not require a dedicated additional Level I to address the shortage. Member Nemeč stated that 90% of the shortages in southern Nevada would not be addressed by any expansion of a trauma training program.

Member Bond stated that the OEMSTS presentation outlined the positives of Sunrise Hospital becoming a Level I absent of capacity needs, absent of long transport times, absent of lack of care, and absent of any quality of care. Further, Member Bond indicated that staff's recommendation indicated that the approval of the upgrade would improve quality and access of physicians; however, there was no requirement in the regulations for a Level I to provide GMEs. Further, there was nothing preventing Sunrise from requesting a change to the catchment areas. Ms. Johnson advised that the requirement of a Level I to have GMEs and produce research was with the ACS. Member Bond indicated that the traditional definition of need in the Southern Nevada Trauma System Annual Report was not subjective, but believed it was transport times, access to care, gaps in care, issues with capacity, which were finite and measurable. Member Bond stated that there was nothing in the regulations that had to do with need being based on GMEs or numbers of physicians.

Member Black indicated that need was currently being met by having two trauma systems in the community, one that was a Level I and one that was a Level II that was functioning as a Level I. Further, Member Black indicated that if someone was in an automobile accident and needed Level I trauma care, they would go to the closest trauma center in the catchment area. Currently, the one Level I and the one Level II that was functioning as a Level I were meeting the needs of the community. Member Black stated that the two different trauma centers, one was private and one was public, one was supported by the county, were both collectively part of the ecosystem of the communities trauma system. Member Black expressed his appreciation to staff and noted that staff was not partial to any brand or location, but was looking a wholistic and complete trauma system to meet the needs of the growing community. Member Black noted that the need was being met because there was a Level II that was functioning as a Level I and striving to meet the need in the community.

Further to an inquiry from the Chair, Mr. Hammond outlined that new trauma center applications must be submitted to the state for initial approval; however, a change of level does not. If the Board of Health makes an approval determine, a letter is submitted to the state to endorse the trauma center's license.

Member Gallo inquired as to the benefit to Sunrise to upgrade to Level I if it was already operating as a Level I. Ms. Johnson advised that she could not speak to the direct benefit to Sunrise, however advised that the benefit to the community would be that it would have to continue operating as a Level I. If Sunrise did not receive the change to Level I, then any of the requirements of operating as Level I could be stopped at any time.

Further to an inquiry from Member Nemeč as to the recommendations of RTAB on the application, Ms. Johnson advised that RTAB recommended denial of the application. Ms. Johnson further advised that, as per SNHD Trauma System Regulations, RTAB, TMAC and OEMSTS were required to make recommendations to the Board of Health on the application.

*Member Knudsen left the meeting at 10:27 a.m.
Member Knudsen returned to the meeting at 10:29 a.m.*

Todd Sklamberg, CEO of Sunrise Hospital, acknowledged the symbiotic relationship that Sunrise has with UMC and all other providers. As the two safety net hospitals in the community, they work collaboratively to care for the needs of everyone in the community.

Further to an inquiry from Member Nemeč, Mr. Sklamberg advised that he did not know the current trauma activation fees, but confirmed that the activation fees would remain the same. Mr. Sklamberg further advised that he was not aware as to how the activation fee compared to UMC. Further, Member Nemeč inquired as to the Centers for Medicare & Medicaid Services (CMS) star rating for Sunrise. Mr. Sklamberg advised that Sunrise was a one-star facility, which was the lowest, and noted that Sunrise fell short on some of the patient experience scores.

Further to an inquiry from Member Hardy as to the funding of the residency program at Sunrise, Mr. Sklamberg advised that once a facility reached capacity for its residency program, the federal government, Medicare, funds the residency program. Sunrise was currently at the capacity of 19 residents. Therefore, Sunrise receives federal funding for 19 residents, primarily in pediatrics, and has a total of approximately 70 residents in total. Further to an inquiry from the Chair on the actual number of residents, Mr. Sklamberg advised that Sunrise Health System (Sunrise Hospital, Mountainview Hospital and Southern Hills Hospital) had almost 300 residents that were in Las Vegas. Mr. Sklamberg advised that some of the residents may attend another hospital in their network for advanced training. Further, Mr. Sklamberg advised that the goal was to keep all 300 residents in town.

The Chair inquired as to what more could be done to keep residents here after they finish their training. Mr. Sklamberg advised that the 2022 Nevada Health Workforce Report indicated that 41% of Southern Nevada residents planned to remain in the area. Mr. Sklamberg advised that with Sunrise being approved as a Level I solidified its commitment to residency education.

Further to an inquiry from Member Black on the number of years that Sunrise has been a Level II and whether they were a lookalike Level I in terms of the ACS standards, Mr. Sklamberg advised that Sunrise was a Level II trauma center for 20 years and was verified as meeting all the standards of the ACS as a Level I.

The Chair inquired how Sunrise would cover the expenses of investing more in GMEs, if the activation fees would not be changing. Mr. Sklamberg advised that it would be a short-term investment and a long-term return. Mr. Sklamberg advised that Sunrise wanted to attract the best residents to its program, and to stay after their training is completed. Mr. Sklamberg advised that an investment had to be made for hospital-based physicians or the community would have a shortage in surgeons.

Member Nemeč advised that the decision on the application was more than just the financial impact. Member Nemeč indicated that any deficits from UMC would be made up by the taxpayers and any profits that a for-profit hospital receives get sent to the shareholders and the corporation. Member Nemeč inquired whether there was any commitment that would see parity of the activation fees. Mr. Sklamberg advised that there was no change in volume, acuity, or patient load. Mr. Sklamberg advised that, in theory, because there was no change in

any activation fees. Mr. Sklamberg advised that Sunrise was the largest provider of Medicaid services in the state, 20% of all recipients in the state received their inpatient hospitalization and acute care at Sunrise, and 25% of Clark County Medicaid recipients received their care at Sunrise. Mr. Sklamberg advised that Sunrise had a commitment to self-pay, uncompensated care, and did not receive any supplemental support from the county.

Member Bond stated that there had been various comments that Sunrise's activation fees would not change; however, there was nothing preventing Sunrise to make a change in the future. Mr. Sklamberg advised that his presentation was based on the current facts and did not know what was going to happen in 10 years. Mr. Sklamberg reiterated Sunrise's commitment to the community.

The Chair opened for Public Comment.

*Member Brune left the meeting at 11:09 a.m.
Member Bond left the meeting at 11:10 a.m.*

Dr. Nelly Chow was a former general surgery resident at the Sunrise Health GME Consortium and recently returned to Las Vegas to practice as a cardiothoracic surgeon. Dr. Chow advised that there was no cardiothoracic fellowship in the state of Nevada and had to leave for two years; however, her intention was always to come back to Nevada to serve this community. Dr. Chow was a cardiothoracic surgeon to provide thoracic oncologic care to the community, which was in need of surgical sub-specialists. Dr. Chow advised that her time at Sunrise inspired her to come back to this community. Dr. Chow stated that the retention rate of Sunrise's residency program was very high and has trained general surgeons, emergency room physicians, anesthesiologist, bariatric surgeon, and colorectal surgeons. Dr. Chow stated that the Level I designation was long overdue and was deserved for the excellent program that has provided excellent education.

Dr. Nancy Rivera was a general surgeon and trauma surgeon at Sunrise Hospital, and the General Surgery Program Director, as well as the Sunrise Health GME Consortium Designated Institutional Officer (DIO), which oversees 13 of the residencies in the consortium. Dr. Rivera stated her full support of Sunrise Hospital being a Level I trauma center. Dr. Rivera advised that their consortium included 303 residents in 13 different specialties, including family medicine, internal medicine, as well as all other sub-specialties discussed earlier today. Dr. Rivera stated that Sunrise played a major role in the training of next generation doctors in most specialties, but most importantly in trauma for ER surgery, anesthesia and radiology residents. Dr. Rivera stated that the consortium also trained residents from other programs, for example Valley and Kingman residents. Dr. Rivera stated that the general surgery residency program graduated a total of 23 surgeons, nine of those graduated surgeons have pursued a career in trauma critical care fellowship.

*Member Nemeč left the meeting at 11:12 a.m.
Member Brune returned to the meeting at 11:12 a.m.
Member Bond returned to the meeting at 11:12 a.m.*

Dr. Rivera stated that as of next year, five of those previous graduates would be practicing in Las Vegas. Dr. Rivera indicated that having a Level I trauma center helped recruit the best medical students, the best residents and therefore helped retain the best doctors. A Level I trauma center helps to recruit various sub-specialties that were in great need in Las Vegas.

Dr. Rivera stated that as the DIO, she was fully dedicated to the residents in Las Vegas and hoped to provide excellent training for future doctors.

Member Nemec returned to the meeting at 11:14 p.m.

Brian Rogers had been in EMS leadership in the community for over 35 years. Mr. Rogers advised that when UMC decided that they did not want to have a paramedic school anymore, Sunrise Hospital was the only facility to step up. Since then, over 300 paramedics from all the different agencies have gone through paramedic school. Mr. Rogers advised that no matter the decision, EMS would still transport. Mr. Rogers advised that EMS does not consider a patient's ability to pay, and only that a patient goes to the right hospital at the right time, based on the catchment area. Mr. Rogers expressed his support of Sunrise Hospital being a Level I trauma center.

Member Nemec returned to the meeting at 11:14 p.m.

Dr. Brandy Padilla-Jones, a trauma surgeon at Sunrise Hospital and the Associate Program Director for the Mountainview and Sunrise General Surgery Program, was present to advocate for the upgrade of Sunrise to a Level I trauma center. Dr. Padilla-Jones advised that Sunrise was aiming to expand and develop its multiple residency programs. Dr. Padilla-Jones stated that the clinical experience gained from Sunrise Hospital was invaluable, and the depth of acuity and pathology sets Sunrise apart from other community programs. Dr. Padilla-Jones stated that the exposure to high acuity and diverse pathology not only sharpens a resident's skills but often inspires many to remain in the community. This was critical in addressing Nevada's physician shortage and the urgent need to retain physicians. The idea of working at a Level I trauma center was very attractive to trauma surgeons and general surgeons. By recognizing Sunrise as a Level I trauma center it will attract top-tier trainees and physicians. Dr. Padilla-Jones believed that offering the title to an institution that was a pillar in the community and has already functioned at that capacity for years, would elevate the status of the city and instill trust in the community and assure millions of visitors every year that they will be provided with care and kept safe. Dr. Padilla-Jones expressed her pride in what Sunrise had achieved and noted that recognition of Sunrise would ensure their dedication to excellence in healthcare education and community service.

Samual Sheller, owner of Guardian Elite Medical Services, and a member of RTAB, discussed the support of Sunrise with all the franchise providers. Mr. Sheller advised that patients were already being transported to Sunrise as a Level I. Mr. Sheller stated that by moving forward with the approval of Sunrise there would be no changes in patient distribution, transport volumes, catchment or EMS response and transport time. Further, Mr. Sheller advised that it would also lead to an increase in the number of specialists and physicians in the area.

Dr. Amanda Hertzler, a graduate from Touro University Nevada College of Osteopathic Medicine and a current Valley Health System general surgery resident, supported the Level I trauma designation for Sunrise. Dr. Hertzler stated that a robust healthcare system hinged on having skilled, well-trained physicians, which is where Sunrise played a pivotal role in the future of the medical community. Dr. Hertzler noted that for many years, residents in the Valley Health System had to travel outside of Nevada to gain essential trauma experience, which was costly, logistically challenging and created a disconnect between the residents and the local healthcare needs of the community. However, now with Sunrise Hospital offering to train residents this gap as been bridged and residents o longer have to leave Las

Vegas to gain trauma experience in order to become fully capable surgeons. Dr. Hertzler noted that the partnership between Sunrise and the residency program has allowed talented residents to remain in Las Vegas to receive comprehensive and high-quality training in trauma surgery. The training was critical to be prepared to handle complex, life-threatening situations with the skill and expertise that the community deserves. Furthermore, keeping the residents in Las Vegas was not just a matter of convenience but a matter of retention. Dr. Hertzler noted that as more residents complete their training in Las Vegas, they are more likely to stay and practice locally, contributing to the long-term health of the community. Dr. Hertzler stated that the presence of a Level I trauma center, like Sunrise, was a key factor in retaining the residents and encouraging them to build their careers in Las Vegas. Dr. Hertzler outlined her personal experience at Sunrise fostered a deep love for the art of surgical critical care. Dr. Hertzler gained invaluable insights and hands-on experience that shaped her career aspirations. Dr. Hertzler expressed her excitement to pursue a fellowship in surgical critical care with the intention of returning to Las Vegas upon completion. The mentorship and opportunities provided by Sunrise inspired Dr. Hertzler to further her education and bring that knowledge back to the community. In conclusion, Dr. Hertzler stated that by maintaining Sunrise as a Level I trauma center was not just vital for the education of surgery residents, it was an investment in the healthcare infrastructure of Las Vegas. Dr. Hertzler indicated that in supporting Sunrise it ensured that the community had access to highly trained, locally rooted surgeons capable of providing the best possible care in times of crisis.

Rick McCann, founder and retired executive director of the Nevada Association of Public Safety Officers, outlined that for the past 25 years he was involved in handling more than 125 officer involved shootings and other critical incidents, some of which resulted in severe injuries and death to officers. Mr. McCann had seen the need to transport police officers, as well as citizens, to medical facilities to treat their injuries. Mr. McCann outlined that in those situations, officers nor families would feel there was no need for a second Level I trauma center to handle those medical needs. Mr. McCann stated that the officers and family members only wanted one thing, for their loved ones to get to the best and most qualified medical facility. Mr. McCann asked whether there was a true need for a second Level I trauma center in Southern Nevada, and to consider whether there would be such a need in the eyes of the injured and dying police officers and their families. Mr. McCann stated that they would see the need. Mr. McCann stated that the questions should not be why another Level I, but why not another Level I.

Dr. Alexander Graves, a current resident at Sunrise Health GME Consortium, outlined that there were hundreds of programs across the country for medical students interested in surgery. Dr. Graves outlined that there was a mix of academic programs, community programs and hybrid programs. Dr. Graves outlined that in a community program there was early hands-on training and excellent graduated autonomy. When interviewing for the program Dr. Graves spoke to residents and determined that they were competent, skilled surgeons. Dr. Graves expressed that when he began working as an intern, he had multiple opportunities to do chest tubes, central lines, and intubations. Dr. Graves stated that he enjoyed teaching those procedures. Dr. Graves outlined that he met his wife at Sunrise and their goal was to remain in Las Vegas.

Dr. Andrew Sheep, an emergency room physician at Sunrise, was also on faculty with the emergency medicine residency and medical director at the Mountainview Paramedic Institute. Dr. Sheep outlined that Sunrise offered training in emergency medicine and part of that training was for residents to do trauma rotations with the trauma surgery department. Dr.

Sheep indicated that in order to recruit high-quality emergency room medicine physicians, Sunrise being upgraded to a Level I would only improve their chances of attracting the highest caliber residents. Dr. Sheep stated that the paramedic institute students also had a desire for high quality research and Sunrise being a Level I trauma center would increase the research, funding, and opportunities for both the emergency medicine residents and paramedic students. Dr. Sheep stated that, since the residency program opened in 2018, they have kept over half of their residency graduates in Las Vegas working in area emergency rooms and by designating Sunrise as a Level I trauma center it would only increase the retention of emergency medicine residents. Dr. Sheep stated that, in terms of the amount of Level I trauma centers per capita, Nevada was the lowest in the country, having one Level I trauma center for approximately 3 million people in the Las Vegas area. Dr. Sheep expressed his concern as a physician and as a citizen. Dr. Sheep concluded by saying that the people of Southern Nevada deserved higher quality residents and higher quality paramedics, and by designating Sunrise as a Level I trauma center would accomplish both those goals.

Dr. Ryan Hafen, program director for anesthesia, supported Sunrise Hospital becoming a Level I trauma center. Dr. Hafen advised that there was a shortage of anesthesiologists. Dr. Hafen advised that he had 1200 applicants for eight residency positions. Dr. Hafen stated that when he interviewed the potential residents the question continued to come up whether Sunrise was a Level I. Dr. Hafen advised that nothing would change clinically if Sunrise became a Level I, but what would change was the excellence stamp which meant something to future students and medical students. Dr. Hafen advised that Sunrise was losing locally grown medical students to out-of-state facilities. Dr. Hafen advised that he was born at Sunrise Hospital and was honored to be able to train the next generation of anesthesiologists. Dr. Hafen stated that Sunrise and UMC stood together to provide for the 1 October victims. Dr. Hafen advised when they received the call about the shooting at UNLV, his brother was there taking classes. Dr. Hafen advised that all surgeries were called and all residents, anesthesia attendings, and trauma surgeons were all ready to receive victims. Dr. Hafen advised that Sunrise received one patient that was transferred from UNLV that was shot. He indicated that the attending surgeon was a resident that graduated, and an anesthesiology resident, saved the patient's life. Dr. Hafen stated that he was tired of being last place and the Board had a decision to stop being last place. Dr. Hafen supported Sunrise being a Level I.

Sandy Miller, the chair of the board of Sunrise Hospital, expressed the Sunrise board's active role in Sunrise upgrading from a Level II to a Level I trauma center. Ms. Miller advised that the board supported and was pleased with the ACS report. Ms. Miller outlined her family history in Las Vegas since 1951. Ms. Miller stated that Las Vegas had the best hotels, best entertainment, best sports facilities, best parties, and now had two excellent Level I trauma centers. Ms. Miller urged the Board to support Sunrise's application, so everyone knows that Las Vegas had two Level I trauma centers in the community.

Nick Schneider, director of government affairs for the Vegas Chamber, expressed support of Sunrise's application to upgrade their facility to a Level I facility. Mr. Schneider appreciated the work of the Board and OEMSTS staff. Mr. Schneider advised that the key component of the Vegas Chamber's mission was fostering economic growth and attracting businesses, which included access to quality healthcare and a resilient healthcare system. The change in designation supports bolstering the medical workforce through talent development, providing an opportunity to ensure and expand the GME program. Mr. Schneider indicated that an upgraded designation supports Sunrise's commitment to post-graduate education through a robust residency program. Mr. Schneider noted that the change would also support the

community through enhanced capacity, care quality and improved resilience. Mr. Schneider recognized that there were concerns about the impact to the other Level I facility and the current patient volume may not be an urgent need. Mr. Schneider noted that UMC did phenomenal work and were fantastic partners in the community. Mr. Schneider noted that the upgrade would augment research capabilities and the ability to offer highly specialized services.

Emily Osterberg, director of government affairs for the Henderson Chamber, expressed support of upgrading Sunrise Hospital's trauma designation from a Level II to a Level I. Ms. Osterberg stated that Nevada's population continues to grow at exponential rates increasing medical needs. Ms. Osterberg stated that by upgrading to a Level I trauma designation, Sunrise would be able to expand its GME program, which would help attract new physicians and increase training for future healthcare providers through a robust residency program. In addition to having another hospital with a Level I trauma designation, Ms. Osterberg indicated it would elevate healthcare standards for the growing community. Ms. Osterberg advised that economic development was a priority of the Henderson Chamber, and while it was important the Henderson Chamber also wanted to ensure that the current residents and business owners were receiving the best healthcare possible. Ms. Osterberg advised that having another Level I trauma center in Southern Nevada enhanced patient capacity, resilience and care quality while advancing physical training, medical research and specialized services. Ms. Osterberg believed this was the right step in elevating healthcare standards in the community and encouraged the Board to support the new designation.

Stacie Sasso, the executive director for the Health Services Coalition, represented 27 union and employer-sponsored self-funded health plans in Southern Nevada, that represented just over 300,000 lives in Southern Nevada. Ms. Sasso advised that she previously provided public comment on this topic, appearing before RTAB and the joint Board of Health and County Commissioner meeting. Ms. Sasso advised she wanted to continue to see the system work efficiently and the patients to receive timely care when needed. Ms. Sasso advised that the different activation fees and fee structure was significant and subject to change as a hospital chooses. Ms. Sasso stated that trauma centers were lucrative because of activation fees. Ms. Sasso stated that there had been no reported unmet need in the existing system. Ms. Sasso stated that the Health District staff reported that there was even capacity within the existing system. Ms. Sasso stated that the current system was working well. Ms. Sasso stated that promises that were not binding of new doctors and research was not something that the Health District could enforce. Ms. Sasso advised that in other communities there was an unregulated proliferation of trauma centers based on hospital market considerations and not community need for more trauma care that resulted in an over-saturated system, diluted quality of care, strained resources and undermined the financial stability of existing trauma centers. Ms. Sasso advised that the ACS committee on trauma underscored that trauma system growth should be based on need identified through data-driven methods and not the market considerations of healthcare and hospital systems. Ms. Sasso stated that there was nothing in the Sunrise application that ensured quality improvement at Sunrise Hospital. Ms. Sasso advised that there was nothing in the promises made by Sunrise that would bind them to the report by Health District staff. Ms. Sasso stated that there wasn't anything that prevented changes to the catchment areas, even though Sunrise indicated that they would not request a change to catchment areas. Ms. Sasso advised that in Southern Nevada there were four trauma centers, UMC as a Level I, which was a vital resource to the community. Ms. Sasso advised that her organization supported UMC and their incredible work as a trauma center. Ms. Sasso stated that they opposed the change to the existing system based on the

business desire of a for-profit hospital without a demonstrated need for more trauma care, that they believe would negatively impact UMC. Ms. Sasso advised that there was no certificate of need process in Southern Nevada, there was only the regulatory structure which was critical to preserve the entire community. Ms. Sasso advised that the entire community would be negatively impacted by the recommendation to approve the unneeded trauma designation. Ms. Sasso urged the Board to follow the trauma system regulations to make a decision based on need and make no changes to the existing, well-performing trauma system. Ms. Sasso stated that RTAB was tasked with making recommendations on applications for changes in trauma center designations and new applications. Ms. Sasso stated that both RTAB and TMAC recommended denial of the Sunrise application because there was no demonstrated need. Ms. Sasso indicated that more people was not a demonstration of need, however more trauma cases, long wait times, and lack of hospital capacity would demonstrate a need. Ms. Sasso stated that both the impact and annual trauma system report demonstrated that there was no need for additional trauma resources and that the current system was performing well and meeting patient needs. Ms. Sasso urged the Board to follow the recommendations of RTAB and TMAC and reject Sunrise's application for a Level I designation. Ms. Sasso stated that for over 20 years, since Sunrise was first designated as a trauma center with any need, the Board of Health and RTAB have worked to ensure that there was a well-functioning, financially stable trauma system that met the community need for trauma care. Ms. Sasso stated that they would strongly prefer to be creating a better system, one that did not have two trauma centers three miles from each other, they support protecting the current Level I trauma center. Ms. Sasso stated that the Health District was shirking its responsibilities by supporting the upgraded designation without following the regulatory grid that was created. Ms. Sasso requested that the Board not abandon the principles that have guided the decision-making or set precedent that changes could be made to the system absent of a demonstrated need.

Staniela Nikolova started a public comment regarding inhabitable living conditions at her apartment building. The Chair advised that the Board was hearing public comments on the Public Hearing regarding a trauma center and Ms. Nikolova would have to wait until the Second Public Comment period.

Maya Holmes, health policy director for the Culinary Health Fund, was the payer representative on RTAB since 2019 and the Culinary Health Fund was a member of the Health Services Coalition. Ms. Holmes stated that the Trauma System Regulations required TMAC and RTAB to submit advisory positions to the Board of Health on a new trauma center and designation change applications. Ms. Holmes further stated that the regulations were clear that the Board of Health had the authority to approve new trauma centers and designation change applications based on a demonstration of need, which had been understood historically to be a need for trauma care in the community, based on system performance, capacity and trauma cases. Ms. Holmes stated that population growth did not automatically translate into trauma case growth or growth that exceeded existing capacity. Ms. Holmes advised that the growth of trauma centers in other regions without need-based planning had led to too many trauma centers which have negatively impacted the quality-of-care resources and the financial stability of existing trauma centers. Ms. Holmes stated that the incentive to create unneeded trauma capacity was financial and an activation fee was attached to any trauma center activation. Ms. Holmes stated that their experience was that the activation fees were tens of thousands of dollars even when the patient was able to get up and walk out of the trauma center, which was an expensive use of limited healthcare dollars. Ms. Holmes stated that the ACS committee on trauma stated that trauma system planning

and growth should be based on need, identified through data-driven methods and not the market desires of healthcare and hospital systems. Further, Ms. Holmes stated that the committee encouraged government officials responsible for trauma center designation to develop metrics to determine the need for additional trauma before adding or upgrading new centers. Ms. Holmes stated that RTAB spent years discussing metrics and criteria for making changes to the trauma system based on need, which should not be abandoned now. Ms. Holmes appreciated that TMAC, in the most recent Southern Nevada Annual Trauma System Report, recognized the importance of controlled and appropriate growth of the trauma system for future sustainability. Ms. Holmes stated that those principles were consistent with trauma system regulations and should continue to be the guiding principles of the Southern Nevada trauma system planning and growth. Ms. Holmes noted that, in the most recent Annual Trauma System Report, TMAC found that the current trauma system was functioning efficiently with no delays in care, no notable changes in system performance or other aberrations in patient care or pre-hospital services. Ms. Holmes advised that RTAB spend a lot of time on the Sunrise application and recommended denial because there was no demonstrated need. TMAC also rejected added a second Level I trauma center three miles from the existing Level I trauma center. Ms. Holmes noted that neither the impact report for Sunrise's application nor the 2023 Southern Nevada Annual Trauma System Report demonstrated a need to expand the Southern Nevada trauma system. Ms. Holmes noted that both reports indicate the overall system was performing well, there were no gaps in the current system impacting care or failure to accommodate patient need, specifically, median transport times for all levels throughout the system were excellent. Ms. Holmes advised that trauma transports for Levels I, II and III overall and specifically at Sunrise were down in 2023. Ms. Holmes stated that from 2019 to 2023, Sunrise had the smallest growth in transports and was below the overall system growth. In 2023, Sunrise had a nearly 18% drop in Level I patients and a 4% drop in Level II patients compared to the previous year. Ms. Holmes requested that the Board following the RTAB and TMAC recommendations to deny the Sunrise application for a designation change. Ms. Holmes expressed disappointment that the Health District staff were recommending approval for something that did not meet existing regulations and expressed concern about how the Health District could deny any future application if it did not deny this application. Ms. Holmes noted that the presentation claimed there would be new benefits to the community with an additional Level I trauma center and noted that was still three miles from a state-of-the-art community hospital that operates as a non-profit solely for the benefit of the community. Ms. Holmes stated that the Health District did not have any ability to require Sunrise to do any of the things they presented, and they were not recognized factors for determining the need for trauma system changes. Ms. Holmes requested that the Board comply with the regulations that were created for this situation.

Chris Giunchigliani, a former chair of the Board of Health, spoke in opposition of the application. Ms. Giunchigliani stated that the trauma registry had been in place since 1987 and UMC had been in place as a Level I trauma center since 1988. Ms. Giunchigliani stated that, initially, the State Board of Health was given the duty to grant trauma designations; however, passed it the Board of Health in 2004. Ms. Giunchigliani stated that as the Board of Health assumed the role of building a framework, Sunrise and Siena went to the governor and circumvented the Board of Health to obtain the designation for a Level II, which disturbed the catchment areas. Ms. Giunchigliani stated that the Board of Health was not included in any discussion and need was not determined, it was done politically. Ms. Giunchigliani stated that the regulations required a hospital applying to be designated as a trauma center must demonstrate need, and a hospital must describe how their inclusion would affect the trauma system. Ms. Giunchigliani advised that she was a member of RTAB, which voted 13-4 to deny

the application. Ms. Giunchigliani noted that both RTAB and TMAC made recommendations to deny the application but neither RTAB nor TMAC received a needs assessment. Ms. Giunchigliani noted that the decision today was about demonstrated need to expand the trauma system. Ms. Giunchigliani requested that the Board reject the application. Ms. Giunchigliani indicated that a needs-based determination had not been made which was required by the trauma regulations and NRS 450B.237. Ms. Giunchigliani noted that activation fees were defined by NRS 450B.105. Ms. Giunchigliani stated that a county hospital was still dependent somewhat on its county partners to assist when their money is down. Ms. Giunchigliani noted that private hospitals can change their activation fees at any time, and they can make promises today that the activation fee won't change. Ms. Giunchigliani took issue that the upgraded Level I designation would help with physician shortage. Ms. Giunchigliani noted that acuity would not change, catchment areas would not change, volume would not change, because it was all being met currently. Ms. Giunchigliani asked that the Board respect everyone that testified, and noted that the Board was to determine whether or not there was an actual need for a Level I to compete with the county hospital that has been a Level I since 1988.

Mason Van Houweling, CEO of UMC, spoke on behalf of the trusted military experts in the Air Force, but also UMC and UNLV trauma medical experts. Mr. Van Houweling stated that, for HCA and Sunrise, this meeting was just a step along the way to overturn the trauma system and noted this would not be its last stop. Mr. Van Houweling stated that if the Board denied the application, Sunrise already had plans to keep marching its application up to the state level. Mr. Van Houweling stated that to HCA, the Board was just a checkbox when all the other experts have said that no change was needed and the trauma system was working well, which included RTAB's vote of 13-4 to deny the application. Mr. Van Houweling noted that based on the overall assessment of need, the Southern Nevada Annual Trauma System Report stated there were no concerns or deficiencies with the current system. Mr. Van Houweling noted that there was capacity to do even more within the existing four trauma centers. Mr. Van Houweling stated that Sunrise liked to mention that they had recently been approved through the ACS verification process, but what they also forgot to mention was that the verification process only focuses on capabilities and no needs assessment. Mr. Van Houweling also stated that the ACS had been clear in its guidance warning that economic benefits of trauma care may shift focus away from what is best for the patient, or the population served. Mr. Van Houweling stated that the application today was an example of what was best for HCA and not for the people of Southern Nevada. Mr. Van Houweling stated that the focus should be on expanding the services that are lacking, such as mental health services, specialized care for sexual assault victims, rather than expanding a trauma system that is already among the best in the nation. Mr. Van Houweling stated that the largest hospital chain in the United States was working tirelessly to establish unnecessary for-profit Level I trauma centers, which prioritized shareholders over the actual needs of the community. Mr. Van Houweling stated that arbitrarily expanding the local trauma system was unwise and dangerous, which would create waste, increase costs, erode expertise and ultimately jeopardize the life-saving care that was already available in the community. Mr. Van Houweling noted that while more sounded better, quality care required repetition and volume, and diluting trauma volume would diminish quality and impact academic medicine. Mr. Van Houweling noted that Sunrise said nothing would change, saying catchment areas wouldn't change, activation fees wouldn't change, patient volume wouldn't change and interfacility transfers wouldn't change. Mr. Van Houweling inquired that if that were true, why was Sunrise fighting for this upgrade, against all the advice from the experts. Mr. Van Houweling inquired whether Sunrise expected everyone to believe that the shareholders of the largest hospital chain in the United States did not expect to profit from toppling the local trauma system. Mr. Van

Houweling noted that, according to Keiser Health News, HCA had a disturbing pattern of charging exorbitant trauma activation fees that could be up to ten times those non-HCA facilities across the nation. Mr. Van Houweling stated that trauma centers could not become profit centers for HCA, at the expense of the local patients and small businesses that cover their employees. Mr. Van Houweling advised that HCA did not share UMC's commitment to Nevada and could shut down services if they did not meet their annual or quarterly profit goals. On the other hand, Mr. Van Houweling confirmed that UMC was the hometown trauma center purposely built for incredible volume caring for patients in their most great need. Mr. Van Houweling concluded by stating that their bottom line was saving lives and not appeasing out-of-state shareholders.

Danny Thompson was a native of Henderson, and a member of the board at Sunrise Hospital. Mr. Thompson was the executive director of the Nevada AFL-CIO for over 20 years and oversaw all the political operations of every union in the state. Mr. Thompson was disheartened to listen to the comments about discrediting Sunrise Hospital. Mr. Thompson stated that Sunrise Hospital was the largest provider of Medicaid in the state of Nevada, more so than UMC. Mr. Thompson stated that for a for-profit hospital that didn't receive the funding and governmental assistance that the other hospital did, it spoke for itself. Mr. Thompson said that he didn't think anyone could question the commitment of Sunrise or HCA to the community because they had been a partner of the community and a part of the community for decades. Mr. Thompson said that the trauma system was working, and this upgrade would make it better. Mr. Thompson noted that none of the staff comments said that the upgrade would harm the trauma system, it would make it better for the community. Mr. Thompson noted that in 2002 doctors were leaving the state due to medical malpractice insurance being so expensive, which resulted in legislature putting a cap on medical malpractice insurance. Mr. Thompson noted that during the last legislative session, legislature removed those caps and the impact was immediate. Mr. Thompson noted that if the cost to medical malpractice insurance went back to how it was in 2002, there would be a hard time keeping doctors. Mr. Thompson noted that Mr. Sklamberg spoke about not knowing what was going to happen in the future, but by giving Sunrise this designation, Mr. Thompson stated that it would make the trauma system better. Mr. Thompson confirmed his support of the designation.

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

Member Nemeck thanked everyone for the excellent presentation. Member Nemeck stated that Sunrise had a warm place in his heart, as he was born there and professionally served as its Chief of Staff, along with being on the board of trustees. Member Nemeck advised that he had a daughter that wanted to return to Las Vegas for residency and having a robust residency program was important. Member Nemeck noted that the Board heard from law enforcement about the need to be able to care for first responders. Member Nemeck stated that looking at the recommendations and the assessment of the present system, law enforcement was protected. Member Nemeck indicated that the denial of this application would not negatively impact Graduate Medical Education and would not jeopardize the ability to respond to first responders who have been injured in the line of duty. Member Nemeck confirmed that his recommendation to the Board was to follow the recommendations of RTAB, who worked so hard to give their recommendations, and deny the application.

The Chair requested clarification from Member Nemeck on whether he wished to make a motion. A motion was made by Member Nemeck and seconded by Chair Kirkpatrick to deny the application.

The Chair called for discussion on the motion.

Member Hardy expressed his appreciation for the discussion and recognized that there was a trauma system that worked in the community. Member Hardy stated that by looking at Las Vegas and the attitude that others have about our community and lifestyle, that an atmosphere has been created that has tainted the excellence of the current system. Member Hardy stated that the reality was that we need to attract more, we need to have more and to do that we need to look like we care about everybody. Member Hardy stated that he did not see access being changed with the catchment areas and thought that it would be difficult to change. Member Hardy confirmed that he would not support the motion for denial.

Member Bond thanked staff in how they tried to put together their presentation and everyone that presented. Member Bond believed that the comments made were not negative about Sunrise and apologized to those individuals that believed the Board was speaking negatively about Sunrise. Member Bond believed that the quality of care in trauma in Las Vegas was exceptional and the current system was what was needed in Las Vegas. Member Bond stated that if there was a new need then a process should be followed to determine the best way to fill that need. Member Bond further stated that she didn't think that the Board could deny any future applications if this application was approved.

Member Black noted that the Board heard a great deal of hypotheticals, speculation, subjective opinions and viewpoints. Member Black recognized the bravery of Health District staff to say there was value and a benefit in this consideration that outweighed the potentially projected negatives or downsides. Member Black acknowledged the Health District staff for their vantage point as he believed that staff looked at the application through a lens of the trauma system in its entirety without subjectivity and the political issues. Member Black believed that the system does work, as it had been said many times, because of the current components of the system; there is a facility that is a Level I and there is a facility that is a Level II that sees Level I patients and aspires to be a Level I. Mr. Black noted that the need was not unmet because of the system that was in place. Member Black ask the hypothetical question of whether UMC would have capacity currently to take care of all the Level I trauma needs, accidents, shootings, etc. in the community, if there was no Level II in the community.

The Board asked Mr. VanHouweling to respond to the question. Mr. VanHouweling requested to defer the question to Dr. John Fildes, as he was a recognized leader in trauma in the community.

Dr. Fildes indicated that the hypothetical asked had been tested in cities like Chicago and in other municipalities where members of the trauma system have elected to leave and the burden of patient care shifted to other members of the trauma system. In those cases, Dr. Fildes stated that there was a lag time to restore staffing levels and to create additional capacity. Dr. Fildes stated that in the current system there was additional capacity in all three centers to additional patients. Dr. Fildes noted that it would be overcome for a while, but it would be uncomfortable in the short-term, which was not unlike what other metropolitan areas have already gone through.

Ms. Anderson-Fintak advised the Chair there was a request for public comment after the close of the public comment period. The individual had since left the meeting.

Ms. Anderson-Fintak further requested clarification of Member Nemeč's motion. Member Nemeč advised that his motion was to deny Sunrise's application due to RTAB's recommended denial, clarifying that no need was established.

Member Knudsen stated that in his position at the City of Las Vegas, he interacted a lot with healthcare professionals. He pointed out that there were two doctors on the Board that disagreed, which was his experience in the medical field in general. Member Knudsen believed that healthcare in Nevada would move forward faster if there could be agreement amongst providers. Member Knudsen respected both Sunrise and UMC, along with their leadership. Member Knudsen thanked Mr. Sklamberg for his presentation. Mr. Knudsen indicated that he spoke to a number of people about this issue because he understood the argument for and against. Member Knudsen noted that the consistent messaging was whether there would be a potential sacrifice or threat to UMC, as the community hospital. Member Knudsen confirmed that he would support the motion as he could not risk a potential threat to UMC.

Member Segerblom stated that Sunrise was located in his district and that it was a fantastic resource for the community. With the closing of Desert Springs, Member Segerblom stated that Sunrise really stepped up for East Las Vegas. Member Segerblom stated that he did not hear that the need expressed would justify the upgrade and, therefore, would support the motion. Member Segerblom noted that Sunrise was a valuable member of the community, the largest hospital in Nevada, and he was very proud of it.

Member Seebock thanked the presenters. As a former first-responder, Member Seebock stated that he only wanted to go where he could get the best care and as long as there was a trauma surgeon available. Member Seebock appreciated the courage of staff to present their recommendation, which was contrary to the recommendations from RTAB and TMAC. Member Seebock agreed with Member Hardy because he felt it was never good to play catch-up. He believed that with the low ranking of the state in trauma care, there was an opportunity with a facility willing to step up and be a Level I. Member Seebock stated that it was imperative that the system did not fall into a situation of being at capacity. Member Seebock noted that it was more about advancing, trying to improve, and taking a little risk to move forward in trauma care. Mr. Seebock confirmed that he would not be in support of the motion.

Member Nielson indicated that he agreed with the other Board members that the presentations today were excellent and contained a lot of information that was very helpful in evaluating this application. Member Nielson stated that there was nothing significant or substantial presented that outlined how the change from Level II to Level I for Sunrise would negatively impact UMC. Member Nielson stated that what was heard was that if this change was made, it further solidified the activities that were currently ongoing at Sunrise that benefit the community. Member Nielson noted that the Board needed to look at whether a need has been demonstrated, a regulatory requirement, which was difficult. Member Nielson indicated that if the definition of need was better defined then the Board would have a much better idea of how to act in this situation. Member Nielson confirmed that his position was that it was a benefit to the community which was a need and therefore, he would not be supporting the motion.

The Chair called for a vote on the current motion.

A motion was made by Member Nemec, seconded by Chair Kirkpatrick and carried by a vote of 7-4 to deny the Change of Level from Level II to Level I for Sunrise Hospital based on the recommendation of the Regional Trauma Advisory Board that there was no need.

<u>AYES</u>	<u>NAYS</u>
1. Bond	1. Black
2. Brune	2. Hardy
3. Gallo	3. Nielson
4. Kirkpatric	4. Seebock
5. Knudsen	
6. Nemec	
7. Segerblom	

Member Segerblom left the meeting at 12:18 p.m.

VIII. REPORT / DISCUSSION / ACTION

1. **PETITION #17-25 – Approval of Augmentation to the Southern Nevada Health District FY2025 Budget**; direct staff accordingly or take other action as deemed necessary (*for possible action*)

The Board indicated that they did not require a presentation on the following resolutions regarding the budget augmentation:

- **Resolution #01-25**
 - General Fund: Increase of the General Fund Budget by \$8,773,819, thereby increasing its appropriation from \$101,785,951 to \$110,559,770
- **Resolution #02-25**
 - Grant Fund (Special Revenue): Increase of the Grant Fund (Special Revenue) by \$15,550,049, thereby increasing its appropriation from \$69,786,406 to \$85,313,230

A motion was made by Member Hardy, seconded by Member Nielson, and carried unanimously to accept the recommendations from the Finance Committee and approve Petition #17-25 related to the Budget Augmentation to the Southern Nevada Health District (i) General Fund (Resolution #01-25) and (ii) Grant Fund (Special Revenue) (Resolution #02-25) Budget for the Fiscal Year Ending June 30, 2025, 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)**

The Chair noted that there would be some transitions of Board members and expressed the Board's well wishes to those that would not be continuing on the Board.

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

- DHO Comments

On behalf of Dr. Leguen, Dr. Cassius Lockett, Deputy District Health Officer-Operations, did not provide any comments in addition to the written report.

XI. INFORMATIONAL ITEMS

1. FY2024 District Health Officer and Division Accomplishments
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. Public Health & 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.

Staniela Nikolova provided a public comment regarding inhabitable living conditions at her apartment building. Ms. Nikolova stated that, within the past year and half, she moved into an apartment at 811 East Bridger Avenue which had a building-wide cockroach infestation. Ms. Nikolova was upset that the Health District does not regulate residential buildings and their habitability. Ms. Nikolova stated that the Health District simply refers individuals to legal aid, who then refer individuals to an attorney, which is costly for disadvantaged individuals. Ms. Nikolova believed that Veterans Affairs also placed veterans in this apartment building. Ms. Nikolova indicated that building management were essentially preying on residents by not fully taking care of the pest problem located within building walls. Building management will not tell you what chemicals they are spraying within your unit, despite multiple written requests. Active pest control measures in individual apartments and cleaning will fix this problem. Ms. Nikolova utilized legal options under Nevada law to terminate the lease, for example giving 14-day notice of habitability breach, which was ignored. Ms. Nikolova stated that the landlords then charge illegitimate move-out fees that impact an individual's ability to rent again if they do not pay them. Ms. Nikolova believed that the Health District should be more actively involved in helping to make housing rentals safer for residents of Nevada, same as for tourists with hotels and restaurants.

Chair Kirkpatrick advised that there may be a bill in the legislative session that would address the uninhabitable concern. Member Knudsen provided Ms. Nikolova with his number to assist in navigating the City of Las Vegas process.

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

XIII. ADJOURNMENT

The Chair adjourned the meeting at 12:25 a.m.

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

DRAFT



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** February 27, 2025

RE: *Approval of the Master Supply Agreement for the purchase of a LIAISON XL – Analyzer from Diasorin*

PETITION #21-25

That the Southern Nevada District Board of Health *approve the Master Supply Agreement for the purchase of a LIAISON XL - a high-volume chemiluminescence analyzer from Diasorin. This instrument will assist with providing automated specialty testing.*

PETITIONERS:

Cassius Lockett, PhD, District Health Officer *CL*
Hong-Yuan Kan, PhD, HCLD (ABB), Laboratory Director *HYK*
William Bendik, MPH, MLS (ASCP), Laboratory Manager *WB*

DISCUSSION:

The procurement of the LIAISON XL Analyzer for the Immunology laboratory is expected to significantly boost testing efficiency by delivering a fully automated, high-volume platform. This advanced chemiluminescence analyzer enhances resource management during periods of scarcity, providing automated sample processing oversight. The integrated single-reagent format for all assays ensures uniform, high-quality diagnostic results while effectively reducing waste.

FUNDING:

The funding for the purchase of \$90,680.00 is made available through the Southern Nevada Health District Clinical Laboratory General Funds. GSA pricing has been confirmed.

Master Supply Agreement

C2500086

THIS MASTER SUPPLY AGREEMENT (the "**Agreement**") is made by and between the following **DiaSorin Affiliate** and Southern Nevada Health District ("**Customer**"):

DiaSorin Affiliate	DiaSorin Inc.
Address:	1951 Northwestern Avenue Stillwater, MN 55082
Customer Name:	Southern Nevada Health District
Address:	280 S. Decatur Blvd. Las Vegas, NV 89107 United States

This Agreement shall be effective as of the date it is fully executed between any DiaSorin Affiliate and Customer (the "Effective Date") and shall continue thereafter for as long as there is an active Supplier Schedule (as defined below) in place between one or more DiaSorin Affiliates and Customer, unless earlier terminated in accordance with the terms and conditions of this Agreement.

Customer may order **Products** and **Equipment** (as those terms are defined below) from DiaSorin Inc., DiaSorin Molecular LLC and Luminex Corporation (each, a "**DiaSorin Affiliate**"), by executing a schedule with such DiaSorin Affiliate (each schedule shall be referred to herein as a "**Supplier Schedule**") which shall identify the equipment, kits, reagents, consumables, and/or services to be provided to Customer by such DiaSorin Affiliate. Each DiaSorin Affiliate supplying equipment, kits, reagents, consumables and/or services under this Agreement shall be sometimes referred to herein as a "**Supplier**".

The sale to Customer of in-vitro diagnostic instruments ("**Equipment**") and peripheral equipment (together with Equipment, "**System(s)**"), reagents, kits and related consumables ("**Products**") and Supplier's performance of services ("**Services**") shall be governed exclusively by this Agreement and the applicable Supplier Schedule entered between Customer and a DiaSorin Affiliate.

DiaSorin Inc.

Customer

By:

By:

Name:		Name:	Fermin Leguen, MD, MPH
Title:		Title:	District Health Officer

Date: _____

Date: _____

General Terms and Conditions

1. The Agreement.

- a. These general terms and conditions shall be deemed incorporated in the Agreement; provided, however, that in the event of a conflict between these general terms and conditions and any Supplier Schedule, the Supplier Schedule shall control.
- b. Any provisions printed or otherwise contained in any purchase order, acknowledgement, acceptance or other document from Customer purporting to govern the Equipment, Systems, Products and/or Services provided by Supplier, which are inconsistent with or in addition to these terms and conditions, shall have no force or effect and Supplier hereby rejects such inconsistent or additional terms.

2. System Supply.

- a. Supplier agrees to provide to Customer, from time to time, one or more Systems described in a Supplier Schedule. Each System will consist of the Equipment described in such Supplier Schedule and, as applicable, the peripheral instruments described in such Supplier Schedule (the "**Peripherals**").
- b. Upon Supplier's receipt of a request by Customer to acquire Systems hereunder, Supplier may, in its sole discretion, provide Customer with a Supplier Schedule reflecting one or more System acquisition options. In the event Customer agrees to proceed in accordance with the terms of a Supplier Schedule, Customer will submit to Supplier the Supplier Schedule signed by Customer, with an indication of which acquisition option (as described below) will apply to Customer's acquisition of the applicable Systems.
 - i. Purchase Option: In the event a Supplier Schedule provides for Customer's purchase of Systems, Supplier will deliver such Systems to Customer, and Customer shall tender to Supplier the purchase price specified in the Supplier Schedule.
 - ii. Reagent Rental/EAP/LRA Option: In the event a Supplier Schedule provides for Customer's acquisition of Systems via the Reagent Rental/EAP/LRA Option, Supplier will loan such Systems to Customer for Customer's sole use as consideration for Customer's agreement to purchase the Annual Purchase Commitment (as defined below) during the Initial Term specified in such Supplier Schedule.
 - iii. Lease Option: In the event Customer elects in a Supplier Schedule to acquire Systems using the lease option, Supplier will lease such Systems to Customer for Customer's sole use during the Initial Term specified in such Supplier Schedule. During the Initial Term for each System acquired under this subsection, Customer agrees to pay the monthly rental fee and Equipment Service fee specified in the applicable Supplier Schedule. Supplier will invoice the Equipment Rental and Service Fee on a monthly basis, in advance of each, beginning on the date of delivery of the System(s) and continuing throughout the Initial Term, or any extension thereof, as defined in the applicable Supplier Schedule. The parties agree that the Equipment Rental and Service Fee is fair market value for lease and service of the Systems, and includes all costs associated with installation and removal of the Systems, and in the case of service, including calibration, maintenance and servicing of the System(s), training and all labor, and materials and services necessary to fulfill Supplier's Service obligations under the applicable Supplier Schedule.

3. Product Supply.

- a. Supplier will sell to Customer Products at the lesser of the prices set forth in a Supplier Schedule (subject to adjustment as provided in the Agreement) and Supplier's list prices for such Products, as applicable.
- b. Supplier and Customer may agree in a Supplier Schedule that Customer is required to purchase a minimum amount of Product during each twelve (12) month period of such Supplier Schedule, beginning on the effective date of such Supplier Schedule. The twelve (12) month minimum purchase requirement shall be specified in the applicable Supplier Schedule (the "**Annual Purchase Commitment**"). Should Customer fail to satisfy the Annual Purchase Commitment for any twelve (12) month period during the term of a Supplier Schedule, Supplier will have the option, at its sole discretion, to (i) invoice Customer for the difference between the Annual Purchase Commitment and Customer's actual purchases of Products ("**Purchase Shortfall**"); (ii) add such Purchase Shortfall as additional Annual Purchase Commitment to a subsequent twelve (12) month period during the term of the Supplier Schedule; (iii) adjust Product pricing prospectively to account for the Purchase Shortfall over the term of the Supplier Schedule; and/or (iv) require that Customer return one or more Systems to Supplier in accordance with this Agreement. Customer's purchases of any excluded Products specified in the applicable Supplier Schedule will not be applied towards fulfillment of the Annual Purchase Commitment. Taxes, packing, handling and shipping charges will not be applied towards fulfillment of the Annual Purchase Commitment.
- c. Supplier reserves the right to increase pricing on an annual basis by providing Customer with thirty (30) days' advance notice of such increase. Such increases shall not exceed five percent (5%) of the pricing in effect immediately preceding the adjustment. For clarification purposes, this annual increase is separate from, and in addition to, any other rights Supplier may have to adjust pricing due to Customer's failure to comply with the terms of this Agreement or any incorporated Supplier Schedule.
- d. Subject to the foregoing subpart (b), Supplier may edit the list of Products and pricing available hereunder, in its reasonable discretion and with immediate effect, by providing Customer with notice reflecting such adjustments.

- e. Supplier reserves the right to cease providing Customer with any Products due to discontinuation or regulatory, legal and/or safety concerns.
4. Invoicing and Payment Terms.
- a. Supplier shall invoice Customer for Systems and Products upon delivery. Supplier shall invoice Customer for Services performed on a time and materials basis as such Services are performed and for Equipment Service coverage (as defined below) upon commencement of the applicable service period.
- b. Customer shall pay for Systems, Products and Services within thirty (30) days following the date the applicable invoices are provided to Customer.
- c. Supplier's extension of credit terms to Customer is subject, at all times, to Supplier's approval of Customer's financial condition. If Customer's financial condition at any time becomes unsatisfactory, as determined by Supplier in its sole discretion, Supplier may, in addition to all other rights and remedies available under this Agreement or any incorporated Supplier Schedule, delay or decline to make any delivery of Systems or Products to Customer, revoke any open account credit in Customer's name, cease performing Services, require prepayment of future Product orders or any combination of the above.
- d. If Customer fails to make payment when due, Supplier may, without prejudice to any other lawful remedy and without any liability to Customer, (i) suspend further performance hereunder, including the delivery of Systems and/or Products and the performance of Services, until Customer pays all past due invoices, or (ii) terminate this Agreement with respect to any unaccepted or undeliverable portion, in which case, to the extent permitted by law, Customer shall be responsible for any actual expense or loss sustained by Supplier in connection with this Agreement.
- e. Prices do not include local, state, or federal sales or use taxes, which will be added to the invoice, if applicable. The Parties acknowledge Customer is a governmental entity, and is exempt from paying state, local, and/or federal excise taxes, as provided by Nevada Revised Statutes ("NRS"). Customer's State Tax Exempt Number is RCE-004-676.
5. Delivery.
- a. Products.
- (i) Supplier shall deliver Products to Customer F.O.B. origin, shipping charges pre-paid and added to each invoice.
- (ii) Title to and risk of loss of Products shall pass to Customer upon delivery to Customer..
- (iii) Customer will inspect Products promptly upon delivery and notify Supplier in writing of any obvious or visible defect within ten (10) calendar days after delivery, giving details of the alleged defect. If Customer fails to so notify Supplier within such ten (10) day period, the Equipment will be deemed to be accepted by Customer and Customer shall make all payments as required by this Agreement, although Customer will not lose any warranty rights as set forth in Section 6.
- b. Systems.
- (i) Supplier shall deliver Systems to Customer F.O.B. destination, shipping charges pre-paid and added to each invoice, if any.
- (ii) Unless otherwise set forth in a Supplier Schedule, title and risk of loss to purchased Systems shall pass to Customer upon delivery to Customer.
- (iii) Supplier is the owner of, and will retain title to, each System provided to Customer via the Reagent Rental/EAP/LRA Option or Lease Option. Customer shall have the limited right to use each System solely as provided in this Agreement. Customer will not permit or suffer any attachment, encumbrances, lien, or security interest, past, present, or future, to be filed against the Systems and will promptly notify Supplier if any of the foregoing is filed or claimed. Supplier, acting for itself and on behalf of Customer, may execute one or more financing statements for public recording as provided under the Uniform Commercial Code to evidence ownership of the Systems and Customer agrees to execute any such statements or other documentation as requested by Supplier to effectuate such filings. Customer will bear all risk of loss and damage to each Supplier System from any cause whatsoever, commencing on the date of delivery of such System.
- (iv) Upon expiration of the Initial Term for each System acquired via the Reagent Rental/EAP/LRA Option or Lease Option hereunder, Customer will return such System to Supplier undamaged or will pay for repairs required to place such System in the same condition as when accepted by the Customer (other than with respect to non-excessive wear resulting from normal use). Customer will carefully pack each System, in packaging agreed upon by Supplier, and ship such System to Supplier using the prepaid label provided by Supplier.
- c. Supplier expressly commits to the delivery date as detailed in Schedule Q-47206, which is attached hereto and incorporated by reference herein. Supplier shall use commercially reasonable efforts to deliver Systems and Products in accordance with the delivery date set forth in Schedule Q-47206. Supplier shall not be responsible for any loss or damage of any kind or nature caused by any delay in delivery irrespective of the cause of such delay. Supplier reserves the right to allocate orders among its customers in the event of supply constraints. Customer acknowledges that Products may arrive in partial deliveries and Customer agrees to accept each delivery and pay each applicable invoice in full when due regardless of controversies relating to other delivered or non-delivered Products.

6. Limited Warranty.
- a. Products. Supplier warrants that all Products provided hereunder will conform to the specifications provided to Customer by Supplier through the expiry date listed on the labels for such Products. The foregoing warranty shall only apply to the extent that such Products are handled and stored in accordance with Supplier's instructions and used in accordance with the directions in the applicable Product insert, except that this warranty will not cover patent defects that Customer reasonably should have noted in connection with its inspection and acceptance of Products promptly following delivery. Supplier will be given the opportunity to check all details pertaining to any reported non-conformance with respect to Product specifications. Exceptions may be accepted with written approval by both parties. In the event that Products fail to comply with the warranty set forth in this Section, Supplier shall, at Supplier's option and as Customer's sole remedy, either (i) replace the non-conforming Product or (ii) issue a refund in the amount of the price allocable to the non-conforming Product.
 - b. Equipment. Except as otherwise reflected in a Supplier Schedule, Supplier warrants that all purchased or leased Equipment, and any Equipment placed under an LRA Option, will perform in accordance with the manufacturer's specifications for a period of twelve (12) months following delivery of such Equipment at Customer's facility. All Equipment provided to Customer via the Reagent Rental/EAP Option will perform in accordance with the manufacturer's specifications during the applicable Initial Term (the "**Equipment Warranty Period**"). During the Equipment Warranty Period, as Customer's sole remedy for a failure of Equipment to comply with the warranty set forth in this Section, Supplier will provide preventative maintenance service in accordance with the Equipment manufacturer recommendations and will repair or replace parts or Equipment, at its discretion, that are found to be defective under normal use and maintenance. THESE WARRANTIES DO NOT APPLY, AND SUPPLIER WILL HAVE NO RESPONSIBILITY TO REPAIR OR REPLACE EQUIPMENT, IN THE FOLLOWING CIRCUMSTANCES: (i) THE EQUIPMENT HAS BEEN REPAIRED BY PERSONS NOT AUTHORIZED BY SUPPLIER; (ii) THE EQUIPMENT HAS BEEN USED, ALTERED, MODIFIED, OR ACCESSED IN A MANNER NOT AUTHORIZED IN WRITING BY SUPPLIER; (iii) DAMAGE DUE TO USE OF NON-SUPPLIER APPROVED STANDARD COMPONENTS AND CONSUMABLES IN THE EQUIPMENT; (iv) DAMAGE DUE TO SPILLAGE, IMPROPER CLEANING, DECONTAMINATION BY CUSTOMER OTHER THAN NORMAL USE AND HANDLING OF THE EQUIPMENT; OR (v) EQUIPMENT HAS NOT BEEN MAINTAINED OR USED IN ACCORDANCE WITH THE EQUIPMENT OPERATOR MANUAL.
 - c. Disclaimer. CUSTOMER ACKNOWLEDGES THAT, EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS AGREEMENT, SUPPLIER HAS NOT MADE, AND HEREBY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE SYSTEMS OR PRODUCTS, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR THE LIKE.
7. Equipment Service. Service under this section for Equipment shall be provided during the Equipment Warranty Period.
- a. Supplier will provide preventative maintenance service in accordance with the Equipment manufacturer recommendations and will repair or replace parts or Equipment, at its discretion, that are found to be defective under normal use and maintenance.
 - b. Customer will designate a key operator who will be made available to Supplier's authorized service representative (the "**Service Representative**") to describe Equipment malfunctions by telephone and who will be qualified to perform simple adjustments and corrections as requested by the Service Representative. Failure to designate a key operator or to satisfactorily act upon the reasonable instructions of the Service Representative may result in a service call invoiced by Supplier at its then-current standard rates for service, travel, labor and parts.
 - c. Supplier will arrange for the provision of all labor and replacement parts Supplier deems necessary for repairing the Equipment at Supplier's cost, subject to the warranty provisions and exceptions above.
 - d. If applicable, In the event the Service Representative determines the Equipment requires offsite servicing, Customer shall ship the decontaminated, malfunctioning Equipment to Supplier or Supplier's designee, at Supplier's cost using the prepaid label provided. Supplier may provide a loaner unit to Customer at no cost for Customer's use during the period of such offsite servicing. In such event, Customer will decontaminate and return the loaner unit at Supplier's cost using the prepaid label provided within five (5) business days of receiving the repaired Equipment, and will be subject to a charge of up to \$200 for each additional day until Supplier receives the returned loaner unit. Customer will pay the costs of repair required to remediate damage to the loaner unit resulting from other than normal use while in Customer's possession.
8. Extended Service Coverage. In the event a Supplier Schedule provides for extended Service and maintenance coverage ("**Equipment Service**") for Equipment purchased by Customer thereunder, the following terms shall apply with respect to such Equipment:
- a. Supplier will arrange for the servicing and repair of Equipment for which Customer has paid the Annual Service Fee specified in the Supplier Schedule (each a "**Covered System**") for the number of years specified in the Supplier Schedule commencing immediately upon the expiration of such Covered System's Equipment Warranty Period ("**Coverage Period**") in accordance with the Equipment Service provisions reflected hereinabove.
 - b. Following commencement of each year of coverage during the Coverage Period for each Covered System, Supplier will invoice Customer for the Annual Service Fee specified in the Supplier Schedule, and Customer will remit payment of such invoice in accordance with the

applicable provisions of the Agreement. Notwithstanding the foregoing, Customer may elect to opt-out of any year of Extended Service Coverage for a particular System by providing Supplier with written notice of such election at least sixty (60) days prior to the commencement of such year. In such event, Customer shall also be deemed to have opted-out of all subsequent years of Extended Service Coverage under this Agreement for such System. Any such notice must reflect the serial number of the System to which such notice applies. In the event Customer elects to opt-out of Extended Service Coverage with respect to a particular System in accordance with the foregoing, and Customer subsequently elects to enter into a separate extended service maintenance agreement with respect to such System after the expiration of such System's Equipment Warranty Period and when such System is not then-currently subject to Extended Service Coverage, Customer will first be required to have such System recertified by Supplier, at Customer's cost. The Extended Service Coverage with respect to each applicable Covered System will survive the expiration or termination of the applicable Supplier Schedule and the Agreement.

9. Indemnification.

- a. Supplier shall indemnify, defend and hold Customer harmless from and against all losses incurred by Customer (including reasonable attorneys' fees) resulting from a third party claim to the extent arising out of: (i) a claim that Customer's use of Products or Equipment in accordance with their applicable labeling and instructions infringes any intellectual property right of such third party; or (ii) damage to property or bodily injury (including death) caused by defective Products or Equipment supplied by Supplier under this Agreement. Supplier's indemnification obligations hereunder shall not apply to the extent that any claim is attributable to: (a) the modification of Products or Equipment by Customer; (b) Customer's failure to use Products or Equipment in accordance with their labeling and instructions; or (iii) Customer's negligence or willful misconduct.
- b. To the extent permitted by law, Customer shall indemnify, defend and hold Supplier harmless from and against all losses (including reasonable attorneys' fees) resulting from a third party claim to the extent arising out of: (i) Customer's use or sale of Products or Equipment for purposes not permitted by this Agreement or (ii) Customer's negligence or willful misconduct. Customer's indemnification obligations shall not apply to the extent any claim is attributable to Supplier's negligence or willful misconduct.
- c. The indemnifying party's ("Indemnitor") obligations will be subject to (i) the indemnified party's ("Indemnitee") prompt written notification of any actions or claims that would give rise to such party's indemnification obligation hereunder; (ii) the Indemnitee, at the reasonable expense of the Indemnitor but at no compensation to the Indemnitee, reasonably cooperating with the Indemnitor in connection with the defense of such claims or causes of action; (iii) the Indemnitor having the right, at its sole discretion to select counsel and to control the defense of such claims and causes of action; (iv) the Indemnitor having the right, at its sole discretion, to settle the claims and causes of action (provided that any settlement requiring anything other than the payment of money by the Indemnitor will be subject to the Indemnitee prior written approval, not to be unreasonably withheld or delayed).
- d. Solely with respect to infringement claims, Supplier, in its sole discretion, shall have the right to (i) modify the Products or Equipment so as to be non-infringing, (ii) replace the Products or Equipment with a non-infringing substitute, or (iii) terminate this Agreement and refund the amounts paid by the Customer for the infringing Products or Equipment.

10. Limitation of Liability

- a. EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND WILL SURVIVE TERMINATION OF THIS AGREEMENT.
- b. IN NO EVENT SHALL SUPPLIER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO SUPPLIER FOR THE PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIMS, DAMAGES OR LOSSES.

11. General Compliance.

Supplier and Customer shall comply with all applicable federal, state and local statutes, regulations, and rules (collectively, "Laws"), including, but not limited to the Anti-Kickback Statute (42 U.S.C. § 1320a-7b, as amended) and the Discount Safe-Harbor (42 C.F.R. § 1001.952(h), as amended). The parties agree that any discounts, rebates, or other price concessions on items or services provided by Supplier under this Agreement constitute a "discount or other reduction in price" of the items or services under Section 1128B(b)(3)(A) of the Social Security Act, 42 U.S.C. §1320a-7b(b)(3)(A). Customer will properly disclose actual prices paid for items or services acquired pursuant to this Agreement, including any discounts or rebates, on any Medicare, Medicaid or other Federal Health Care Program (as defined in Section 1128B(f) of the Social Security Act) cost report for the fiscal year in which earned or the following year.

12. HIPAA Compliance; Access to Books and Records.

- a. The parties acknowledge that Customer may be subject to the requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), including amendments signed into law under the American Recovery and

Reinvestment Act of 2009 (“ARRA”), in particular, applicable provisions of Title XIII known as the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Subtitle D. Customer agrees that protected health information as defined in 45 C.F.R. 160.103 (“PHI”) is not required for Supplier’s performance of this Agreement and that Supplier is neither a “covered entity” nor a “business associate” of Customer. If in the performance of any services that are related to the provision of Products or Systems under this Agreement, Customer inadvertently provides PHI to Supplier, whether on paper, tape, diskette, CD or other tangible media, in instruments or computers, electronically displayed, or verbally disclosed, Supplier agrees that it shall comply in all respects with HIPAA, ARRA and HITECH, and specifically shall keep such PHI confidential and not further access, use or disclose it for any purposes other than as permitted by this Agreement.

- b. To the extent that 42 U.S.C. § 1395x(v)(1)(I), as amended by Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499) and the implementing regulations set forth at 42 C.F.R. §§ 420.300-304, is found applicable to this Agreement, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Supplier agrees to make available, upon written request by the Secretary of the Department of Health & Human Services, the Comptroller General of the United States, or to any of his or her duly authorized representatives, this Agreement, and books, documents and records of Supplier that are necessary to certify the extent of any costs of Customer arising from the Agreement.

13. Confidentiality.

During the term that this Agreement is in effect, a party may disclose or make available directly or indirectly (the “Disclosing Party”) to the other party (the “Receiving Party”), information that is specifically identified as confidential at the time of its disclosure or would reasonably be considered confidential in the industries in which the Disclosing Party operates (“Confidential Information”). The Parties acknowledge that Customer is a public entity subject to Nevada’s Public Records Act pursuant to NRS Chapter 239. Accordingly, information and 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 interest. Additionally, this Agreement will be posted for public access and review to allow for approval/ratification of the Agreement by Customer’s governing body pursuant to NRS. To the extent permitted by law, for a period of five (5) years after the termination or expiration of this Agreement, the Receiving Party shall only use the Disclosing Party’s Confidential Information to perform its obligations under this Agreement and shall not disclose such Confidential Information to any third party without the written consent of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its and its affiliates’ employees (“Representatives”) who have a need to know such Confidential Information provided that such Representatives are bound by written agreements containing obligation to maintain the confidentiality of the Confidential Information consistent with this Agreement. Confidential Information shall not include any information that the Receiving Party can establish: (i) was publicly available at the time of receipt or becomes publicly available after receipt through no fault of the Receiving Party, (ii) was already in the possession of the Receiving Party (as established by written records) before its receipt from the Disclosing Party; (iii) is independently developed by the Receiving Party without use of or reference to the Confidential Information, (iv) becomes known to the Receiving Party through disclosure by sources other than the Disclosing Party which have the right to disclose such Confidential Information and which are under no obligation of confidentiality (direct or indirect) to the Disclosing Party with respect to such Confidential Information; or (v) is disclosed pursuant to a requirement of a government agency, subpoena or other legal proceeding, provided that in the event that the Receiving Party becomes compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure to allow the Disclosing Party to seek a protective order or other remedy and shall take reasonable and lawful actions to avoid and/or minimize such disclosure.

14. Equal Opportunity Clause.

The parties shall comply with all Federal equal employment opportunity obligations under 41 CFR 60-1.4(a), 60-300.5 (a), 60-741.5(a) and federal labor law obligations under 29 CFR part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

15. Entire Agreement.

This Agreement represent the entire agreement between the parties with respect to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding on either party unless in writing and signed by authorized representatives of each party.

16. Binding Effect; Assignment.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Notwithstanding the foregoing,

Supplier may assign this Agreement without such consent to (a) an affiliate or (b) a successor in ownership of all or the portion of its business to which the Agreement relates, whether through corporate reorganization, merger, consolidation, sale of assets and/or sale of stock.

17. Waiver.

The waiver by a party hereto of any breach of or default under any of the provisions of this Agreement shall not be effective unless in writing and the failure of a party to enforce any of the provisions of this Agreement or to exercise any right there under shall not be construed as a waiver of such right.

18. Severability.

If any part of this Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement. In addition, the part that is ineffective shall be reformed in a mutually agreeable manner so as to as most closely approximate, to the extent possible, the intent of the parties hereto.

19. Survival.

The provisions of this Agreement that may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement (including, without limitation, confidentiality and governing law) shall so survive for the period specified, or if no such period, for the applicable statute of limitations.

20. Force Majeure.

Except with respect to a party's indemnification obligation or to Customer's obligation to pay for Products or Systems delivered in accordance with this Agreement, the delay or non-performance of obligations under this Agreement by either party will be excused and shall not constitute a breach or grounds for termination in the event that a party is unable to perform under this Agreement due to events beyond its reasonable control, including strikes, lockouts, or other labor disturbances (legal or illegal), fires, floods or water damage, pandemics, earthquake, riots, governmental acts or orders, interruption of transportation, and inability to obtain materials upon reasonable price.

21. Independent Contractors.

The parties hereto are independent contractors and nothing in this Agreement will constitute the parties to be partners, nor constitute one party the agent of the other party, nor constitute the relationship to be a joint venture. Neither party shall have, or shall represent that it has, the authority or power to act for or to undertake or create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party.

22. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, excluding any provisions thereof relating to choice of law. The parties agree that any disputes between them concerning the interpretation or application of this Agreement will be resolved by binding arbitration under the commercial arbitration rules of the American Arbitration Association. All hearings in the arbitration will be held in Nevada.

23. Termination.

- a. This Agreement, including any incorporated Supplier Schedules, may be terminated by either party, with immediate effect, in the event of insolvency or bankruptcy of the other party, or the appointment of a receiver, trustee, liquidator, or sequestrator of the other party, for any reason.
- b. If either party breaches this Agreement or any incorporated Supplier Schedule (including, in the case of Customer, by failing to pay amounts owed), the non-breaching party may give written notice of the breach to the breaching party. If the breaching party fails to remedy the breach within thirty (30) days following receipt of such notice, the non-breaching party may:
 - i. Terminate one or more of the incorporated Supplier Schedules;
 - ii. Terminate this Agreement;
 - iii. proceed by appropriate legal action, either at law or in equity, to enforce performance by Customer or to recover damages hereunder.
- c. Termination or expiration of this Agreement will not affect any rights or obligations (including the obligation to pay amounts owing hereunder unless Subsection d below is applicable) accrued prior to the date of termination.
- d. 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.

24. Regulatory; Resale.

Customer understands and agrees that (i) certain Supplier Products and Equipment are intended for laboratory research and evaluation purposes only and Customer will not use such Products and Equipment for any diagnostic use and/or commercial applications or purposes, including without limitation performance of testing services, unless expressly agreed to in writing by Supplier; (ii) Customer will use the Equipment only with Products authorized by Supplier; (iii) Customer will use the Products only with Equipment authorized by Supplier; (iv) Customer will properly test and use any Products purchased from Supplier in accordance with the practices of a reasonable person who is an

expert in the field and in strict compliance with all applicable laws and regulations now and hereinafter enacted; (v) Customer shall comply with all instructions furnished by Supplier relating to the use of the Products and not misuse the Products in any manner; (vi) Customer will not reverse engineer, decompile, disassemble or modify the Products or create derivative works of the Software (as defined below); (vii) Customer will not market, distribute, resell, rent, lease, loan or export the Products or Equipment for any purpose; (viii) Software licenses are not transferable; and (ix) Customer will have no right to use any trademarks owned by or licensed to Supplier without the express written permission of Supplier.

25. Counterparts; Signature.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which will together be deemed to constitute one agreement. In the event that any signature is delivered by electronic signature, facsimile transmission or by e-mail delivery of a ".pdf" format file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature, facsimile or ".pdf" signature page were manually signed. In any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

26. End-User Equipment Software

Supplier grants Customer a revocable, non-exclusive, non-transferable license to use all software now or hereafter installed by Supplier on the Systems as delivered, including updates and new releases (the "Software") solely in combination with the Systems. Customer may not, without Supplier's prior written consent, (i) sublicense, lease, or lend the Software to any third party or permit any third party to access or use the Software; (ii) make copies of the Software, except for an archive copy; or (iii) decompile, disassemble, reverse engineer or otherwise decode or derive the source code, or create derivative works of the Software. Supplier reserves all rights to the Software not expressly granted herein. Customer agrees to all third-party end-user license agreements for the software included with the Equipment. Customer agrees to facilitate updates to the Software installed in the Systems provided hereunder, at no charge to Customer, upon receipt of Supplier's reasonable request therefor. In the event Customer fails to facilitate any such Software upgrade to Systems. Supplier may, in its discretion, cease providing warranty, repair and/or maintenance services with respect to such Systems.

27. Notices.

Any notices or communications required or permitted to be given to Customer hereunder will be given in writing via email, first class mail or courier. Any notices or communications required or permitted to be given to Supplier hereunder will be sent in writing to DiaSorin Inc., Attn: Vice President, Legal Affairs North America, 1951 Northwestern Avenue, Stillwater, MN 55082. Any notices or communications required or permitted to be given to Customer hereunder will be sent in writing to Southern Nevada Health District, Attn: Contract Administrator, Legal Dept., Las Vegas, Nevada 89107.

28. 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).

FOR INFORMATION ONLY

Supplier Schedule Q-47206

DiaSorin Affiliate: DiaSorin Inc.

Customer: Southern Nevada Health District

Date: 12 June 2024

Account #: 52807-1

This Supplier Schedule (“Schedule”) shall be effective as of the date of full execution hereof (the “Effective Date”), and is subject to the terms of the Master Supply Agreement between DiaSorin Inc. and Customer (the “Agreement”). All terms used but not otherwise defined herein shall have the meanings accorded to them in the Agreement. This Supplier Schedule shall replace and supersede any prior agreement in place between the parties relating to subject matter hereof.

1. Equipment; Equipment Placement:

Part Number	Description	Quantity	Unit Price	Extended Price	Estimated Delivery Date
I0050	LIAISON XL ANALYZER	1.00	\$90,680.00	\$90,680.00	Approx. 4 weeks after PO is received by Supplier

Acquisition Model: **Capital Purchase w/ Product Supply**

LIS Allowance

Part Number	Description	Quantity	Maximum Allowance
LISALL12	LIS Allowance	1.00	\$7,500.00

Supplier will provide necessary specifications for interface. Customer is responsible for selection and purchase of LIS.

Upon Customer’s request, which must be received within six (6) months following the Effective Date, Supplier will reimburse Customer in accordance with the above table for the actual out-of-pocket cost of establishing an electronic connection through an interface between Customer’s Laboratory Information System (“LIS”) and one (1) or more Systems provided hereunder (the “Interface Service”), subject to Customer providing Supplier with written documentation reflecting such costs in a timely manner, and in a form and format reasonably acceptable to Supplier. The parties agree that, consistent with guidance from the Department of Health and Human Services Office of the Inspector General, the Interface Service has no independent value to Customer beyond utilization of the System(s) provided from Supplier to Customer hereunder, Customer’s use of the Interface Service is limited to sending and receiving data between Customer’s LIS and the System(s), and the Interface Service is integrally related to Supplier’s provision of the System(s) and Customer’s use of the System(s). As such, the Interface Service has no independent value to Customer apart from Customer’s use of the System(s), and Customer shall use the Interface Service only in relation to the System(s), and for no other purposes. Notwithstanding anything to the contrary contained in this Agreement, Customer shall be responsible for any damage to the System(s) resulting from the Interface Service, and agrees to indemnify Supplier against any third party claims arising as a result of the Interface Service.

2. Equipment Service:

- a. Following the Equipment Warranty Period, Equipment Service will be provided in accordance with the attached Equipment Service Addendum.
- b. Following the Warranty Period, and continuing for the remainder of the Initial Term or any extension thereof, Customer shall pay an Equipment Service Fee equal to \$18,600.00 per System, per year.
- c. Immediately following the Commencement Date, Customer shall provide a purchase order covering the total Equipment Service Fee due and payable for the entirety of the Initial Term. Notwithstanding the foregoing, Supplier shall invoice the Equipment Service Fee in advance on an annual basis prior to each anniversary of this Schedule.
- d. Supplier reserves the right to suspend or terminate Equipment Service if the Equipment Service Fee is not paid prior to the start each year.

3. **Term:**

Initial Term: **60 months**

The Initial Term shall commence upon the later of installation of the System(s) and full execution of this Supplier Schedule (“Commencement Date”). After the Initial Term, this Schedule shall renew automatically for successive one-year periods (the “**Renewal Periods**”), unless either party gives written notice of non-renewal at least thirty (30) days prior to the end of the Initial Period or any Renewal Period, as applicable.

4. **Products and Pricing (shall supersede and replace all prior pricing):**

Consumables:

Product Number	Description	Quantity	Price/Each
319100	LIAISON WASH/SYSTEM LIQUID	0.00	\$0.00
319200	LIAISON STARTER KIT WITH RFID	0.00	\$0.00
X0005	LIQUI-NOX 1 QT	0.00	\$0.00
X0015	LIAISON XL DISPOSABLE TIPS	0.00	\$0.00
X0016	LIAISON XL CUVETTES	0.00	\$0.00
X0025	LIAISON XL SOLID WASTE BIOHAZ BAGS	0.00	\$0.00

AGREED AND ACCEPTED:

DiaSorin Inc.

Customer

By:

By:

Name:		Name:	Fermin Leguen, MD, MPH
Title:		Title:	District Health Officer

Date:

Date:

FOR INFORMATION ONLY

Supplier Schedule Q-47206
DiaSorin Inc. Equipment Service Addendum

1. Defined Terms

“**Repair Services**” means services performed at Customer’s location to troubleshoot and identify performance problems, and to repair the Equipment in order to meet the manufacturer’s published specifications that accompany Equipment. Repair Services include the Equipment Parts, labor and travel expenses for DiaSorin personnel.

“**Preventative Maintenance (PM) Service**” means an on-site scheduled visit to Customer’s location for the purpose of examining and performing preventative maintenance for Equipment. PM Service may be performed in conjunction with Repair Services and includes all Equipment Parts, labor and travel expenses for DiaSorin personnel.

“**Modification**” means required technical service bulletins that modify the hardware of the Equipment.

“**Service Parts**” means replacement components incorporated into Equipment in connection with Repair Services or Preventative Maintenance Service provided under this Agreement.

“**Service Program**” means a standardized combination of Repair and Preventative Maintenance Services offered by DiaSorin as set forth in the attached Exhibit.

“**Services**” means Repair Services and Preventative Maintenance Services performed under the terms of this Agreement and the relevant Service Program, as well as maintenance and support services provided by DiaSorin outside of a Service Program on a time and materials basis.

2. Phone Support

Region	Service Hours	Phone Number
United States	Monday – Friday 8am – 5pm	Toll Free: 1-800- 328-1482

3. Service Hours

All Services are provided during regular business hours Monday – Friday excluding DiaSorin designated holidays. Upon determination by DiaSorin that on-site service is required, Services will be provided within two (2) business days.

4. Preventative Maintenance

Preventative Maintenance will be provided in accordance with manufacturer specifications and in accordance with a mutually agreed upon schedule.

5. Equipment Parts

Exchanged Service Parts shall become the property of DiaSorin.

6. Unscheduled and Extended Maintenance Services

Customer may request additional maintenance services beyond that provided under a Service Program. In the event DiaSorin agrees to provide such Services, Customer agrees to pay DiaSorin’s then current hourly labor rates, Service Part rates and travel expenses for any such Services.

7. Exclusions

Excluded from this Agreement are Services provided due to damage or Equipment failure related to (1) accident, misuse, neglect, fire, war, power outages or electrical problems that are external to the Equipment or failure of Customer to use or maintain the Equipment in compliance with published user instructions, (2) acts of God, (3) unauthorized relocation of the Equipment, (4) unauthorized alterations to the Equipment, (5) use of chemicals that are not used for normal operation of the Equipment, (6) use of third party hardware or software that are not part of the Equipment, or (7) service provided by a party other than DiaSorin or its designee (except

for routine operational maintenance by Customer as set forth in the user operation manual). In the event Services are provided due to one or more of the above reasons, Customer will be charged at DiaSorin's then standard rates.

8. Access and Customer /Responsibilities

Customer shall provide DiaSorin with full on-site access to Equipment when requested, and to provide, at no charge to DiaSorin, sufficient working space, electricity, telephone services and other facilities and support reasonably necessary to enable DiaSorin to perform the Services. Customer shall also make available to DiaSorin, for consultation, employees of Customer having familiarity with the Equipment, as required. DiaSorin shall not be liable for any failure or delay in performance due to any cause beyond its control.

9. Limited Warranty and Limitation of Liability

- a. DiaSorin warrants that it will render Services hereunder in a good and workmanlike manner. As DiaSorin's sole responsibility and Customer's exclusive remedy in the event of any material failure to meet such standard, DiaSorin shall make a reasonable effort to remedy any resulting discrepancies. Any claim based on the foregoing warranty must be submitted in writing in accordance with DiaSorin standard procedures within thirty (30) days after delivery of the pertinent Services at issue.
- b. EXCEPT AS EXPRESSLY SET FORTH HEREIN, DIASORIN MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE RESPECTING THE SERVICES PROVIDED HEREUNDER.

FOR INFORMATION ONLY



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH5 **DATE:** February 27, 2025

RE: *Approval of Interlocal Contract between Southern Nevada Health District and the Regional Transportation Commission of Southern Nevada*

PETITION #22-25

That the Southern Nevada District Board of Health approve an Interlocal Contract between the Southern Nevada Health District (SNHD) and the Regional Transportation Commission of Southern Nevada (RTC) to increase the number of bike share docks and expand access to the bike share network as part of the Year 2 grant awarded to the SNHD by the Centers for Disease Control and Prevention (CDC Award #NU58DP007746). The CDC refers to this grant award as the REACH grant.

PETITIONERS:

Cassius Lockett, PhD., District Health Officer *CL*
Maria Azzarelli, EMHA, CHES, Acting Director of Community Health & Manager of Chronic Disease Prevention & Health Promotion *ms.*
Nicole Bungum, MS, Supervisor of Chronic Disease Prevention & Health Promotion *NWB*

DISCUSSION:

To increase opportunities for physical activity through alternative and active transportation, the RTC will work with the community to identify and install 3 bike docks to expand the bike share network. The RTC will maintain the low-cost bike share pass that provides discounted bike share passes to low-income Nevadans.

FUNDING:

The Year 2 REACH grant project funding allocated to the RTC totals \$40,000 for this project. The associated scope of work will be completed by September 29, 2025.



**INTERLOCAL AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA**

C2500083 This Interlocal Agreement (“Agreement”) is made and entered into between the Southern Nevada Health District (“Health District”) and Regional Transportation Commission of Southern Nevada (“RTC”) (individually “Party” collectively “Parties”).

RECITALS

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

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

WHEREAS, RTC is the designated Metropolitan Planning Organization for Southern Nevada and collaborates with government agencies and partners to improve active and multimodal transportation access in underserved communities;

WHEREAS, Health District desires to obtain professional services in support of a federal grant received from the Centers for Disease Control and Prevention (“CDC”), which is an operating division of the U.S. Department of Health and Human Services (“HHS”), Federal Award Identification Number NU58DP007746, CFDA Number 93.304, Program entitled Racial and Ethnic Approaches to Community Health, December 15, 2023 and September 9, 2024, and as amended on February 16, 2024, March 5, 2024, March 20, 2024, and September 18, 2024 with a total amount awarded to Health District of \$1,219,294 (the “Grant”); and

WHEREAS, as part of the CDC’s Racial and Ethnic Approaches to Community Health (“REACH”) project, Health District will develop partnerships with community stakeholders to reduce racial and ethnic health disparities through culturally tailored interventions to address preventable risk behavior including tobacco use, poor nutrition and physical inactivity.

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 affixed hereto (“Effective Date”) through September 29, 2025, unless sooner terminated by either Party as set forth in this Agreement.
 - 1.01 This Agreement may be terminated by either Party prior to the date set forth in this Section 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
 - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. Termination for cause will eliminate the thirty (30) day waiting

period described in Subsection 1.01.

- 1.03 Upon termination, RTC will be entitled to payment for services provided prior to date of termination and for which RTC has submitted an invoice but has not been paid.
 - 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
 - 1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) INCORPORATED DOCUMENTS. The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:
- ATTACHMENT A: SCOPE OF WORK
 - ATTACHMENT B: PAYMENT
 - ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS
- 3) COMPENSATION. RTC shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. RTC will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$40,000. This project is supported by the federal Grant described on the first page of this Agreement in the amount of \$40,000; this accounts for 100% of the total funding of this Agreement.
- 4) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. RTC will provide Health District with Services under this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between RTC and Health District. Nothing in this Agreement or the relationship between Health District and RTC shall create a co-employment or joint employer relationship.
- 5) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, conduct a fiscal monitoring of RTC at any time during the term of the Agreement. RTC will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify RTC in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. RTC will have the opportunity to respond to Adverse Findings in writing to address any area(s) of disagreement. Health District shall review disagreement issues, supporting documentation and files, and forward a decision to the RTC in writing.
- 6) BOOKS AND RECORDS. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Policy, or at least a minimum of five (5)

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

6.01 Health District shall during the term of this Agreement until the conclusion of any audit period, have access to RTC's financial records, calculations, presentations and reports relating to this Agreement for inspection and reproduction. If possible, Health District will provide RTC with three (3) weeks prior written notice to gain access to such RTC records.

7) FEDERAL AUDIT REQUIREMENTS FOR SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT

7.01 RTC must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

7.02 If RTC is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the RTC is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.

7.03 If RTC expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").

7.04 If a federal audit is required, RTC must send a copy of the confirmation from the Federal Audit Clearinghouse to procurement@snhd.org the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

7.05 RTC is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

7.06 Audit documentation and audit reports must be retained by the RTC's auditor for a minimum of five years from the date of issuance of the audit report, unless the RTC's auditor is notified in writing by Health District, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of Health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

8) NOTICES. All notices permitted or required under this Agreement shall be made via hand delivery, overnight courier, or U.S. certified mail, return receipt requested, to the other Party at its address as set forth below:

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

Regional Transportation
Commission of Southern Nevada
600 S. Grand Central Parkway
Las Vegas, NV 89106

- 9) CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 or personally identifiable information will be shared with RTC by Health District during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- 10) WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or non-material terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- 11) BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the ability to seek reasonable attorneys' fees and costs.
- 12) MUTUAL COOPERATION. The Parties agree to cooperate fully in the furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.
- 13) GENERAL PROVISIONS.
 - 13.01 SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
 - 13.02 ASSIGNMENT. Neither Party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
 - 13.03 STATUS OF PARTIES; INDEPENDENT CONTRACTOR. RTC will provide Services in accordance with this Agreement as an independent contractor to Health District. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent or employer and employee, between RTC and Health District. Nothing in this Agreement or the relationship between Health District, RTC, or RTC's staff shall create a co-employment or joint employer relationship.
 - 13.04 USE OF NAME AND LOGO. RTC may not use Health District's name, mark, logo, design or other Health District symbol for any purpose without Health District's prior written consent. RTC agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, RTC's right to use Health District's name and/or logo.
 - 13.05 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/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 RTC status changes at any time pursuant to this Subsection 13.04, RTC agrees to immediately notify Health District in writing, and Health District may terminate this Agreement for cause as described in the above Section 1.

- 13.06 COMPLIANCE WITH LEGAL OBLIGATIONS. RTC shall perform the Services in compliance with all applicable federal, state, and local laws, statutes, regulations, appropriations legislation and industry standards, including but not limited to all applicable provisions of Uniform Guidance, 2 CFR Part 200 and 45 CFR 75.
- 13.07 NON-DISCRIMINATION. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation, or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
- 13.08 INTEGRATION CLAUSE. This Agreement, including all Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matters hereof.
- 13.09 PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 13.10 EXCLUSIVITY. This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. RTC may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as RTC sees fit, so long as the performance of such services does not interfere with RTC's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.
- 13.11 LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of the Parties shall not be subject to punitive damages.
- 13.12 GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 13.13 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may

exist in law or equity.

- 13.14 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.
- 13.15 NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 13.16 CODE OF CONDUCT. By executing the Agreement, RTC acknowledges it has read and agrees to comply as applicable with Health District's Code of Conduct, which is available online at:
<https://media.southernnevadahealthdistrict.org/download/FQHC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf>
- 13.17 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

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

SOUTHERN NEVADA HEALTH DISTRICT

By: _____
Name: _____ Date: _____
Title: _____
Health District UEI: ND67WQ2LD8B1

APPROVED AS TO FORM:
This document is approved as to form. Signatures
to be affixed after approval is received from

By: Southern Nevada District Board of Health
Edward Wynder, Esq.
Associate General Counsel
Southern Nevada Health District

**REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA**

By: _____
M.J. Maynard _____ Date: _____
Chief Executive Officer
Regional Transportation Commission of Southern Nevada
Contractor UEI: HXHVZSWLRBJ5

APPROVED AS TO FORM:

By: _____
RTC Legal Counsel

**ATTACHMENT A
SCOPE OF WORK**

- A. Participating in the following activities from the Effective Date through September 29, 2025 (“Period of Performance”), RTC will:
- A.1 Continue facilitation of community stakeholders to support development of the Equitable Access to Mobility Plan (“EAMP”).
 - A.2 Support implementation of EAMP strategies including identification of expansion sites for bike share at mobility hub locations serving REACH populations.
 - A.3 Purchase necessary supplies needed to install at least three (3) new bike share stations to expand the bike share network.
 - A.4 Create art for at least 6 six (6) bike share stations and promotional flyers that reflect the culture of the neighborhoods housing the bike share stations.
 - A.5 Continue operation of the reduced-fare bike share pass for individuals with SNAP benefits.
 - A.6 Estimate in-kind contributions of RTC staff (not compensated by REACH grant) to support scope of work items above and report estimates to Health District staff in summer 2025.
 - A.7 Prepare and submit programmatic reports using Health District-provided templates as requested by Health District.
 - A.8 Work with Health District staff to ensure proper close out of Period of Performance.

**ATTACHMENT B
PAYMENT**

- A. Payments to RTC for Services actually performed from the Effective Date through September 29, 2025 are not-to-exceed \$40,000. Allowable Agreement-related budget expenses eligible for reimbursement during this Budget Period include the following categories:
 - A.1 Personnel
 - A.2 Sub-contractor/consultant
 - A.3 Mileage and staff travel to be billed and reimbursed in accordance with then-current GSA standards
 - A.4 Community member engagement support
 - A.5 Supplies
 - A.6 Communications expenses
 - A.7 Occupancy expenses
 - A.8 Meeting expenses
 - A.9 Program expenses
 - A.10 Indirect costs
 - A.11 Other direct costs and other materials if pre-approved in writing by Health District Project Manager.
- B. RTC agrees that any Agreement-related expenses incurred by RTC after September 29, 2025 are not eligible for reimbursement by Health District.
- C. RTC may not bill more often than monthly for work actually completed during the term of the Agreement.
 - C.1 Excepting the Request for Reimbursement (“RFR(s)”) described in the below Subsection C.2, RTC acknowledges that RFRs must be submitted no later than the 15th day of the month following each monthly billing period.
 - C.2 RTC acknowledges that the end of Health District’s fiscal year is June 30 of any given year. In observance of the close of Health District’s fiscal year, RTC acknowledge its RFR for month ending June 30 must include all reimbursable expenses incurred to-date but not previously billed; and must be submitted to Health District no later than July 7. Failure to remit this RFR inclusive of all previously unbilled reimbursable expenses by July 7 may result in a delay in payment and/or in an adjustment to the amount deemed eligible for reimbursement.
- D. RTC will submit invoices to AP@snhd.org, and will reference agreement number C2500083 on each invoice submitted. RTC is responsible for ensuring Health District timely receives invoices.
 - D.1 Payments shall be based on approved RTC invoices timely submitted in accordance with this

Agreement. No payments will be made in excess of the Total Not-to-Exceed Amount of this Agreement.

- (a) Each invoice will itemize specific costs incurred for each allowable Expense item as agreed upon by the Parties as identified in the Agreement.
- (b) Backup documentation including but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District is required and shall be maintained by RTC in accordance with cost principles applicable to this Agreement.
- (c) All RTC invoices shall be signed by the RTC's official representative and shall include a statement certifying that the invoice is a true and accurate billing.
- (d) All Invoices are subject to approval by Health District project and fiscal staff.
- (e) RTC must submit its final Request for Reimbursement billing to Health District no later than October 15, 2025.
- (f) RTC is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties. Additionally, Health District may terminate this Agreement for cause as described in Section 1. of the Agreement, and may withhold payment to RTC, and/or require that RTC return some or all payments made with Grant funds to Health District.
- (g) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable Expenses costs.

D.2 Health District will not be liable for interest charges on late payments.

D.3 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with disputed items.

ATTACHMENT C
ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

A. As a subrecipient of Grant funds, RTC agrees to ensure its compliance as is applicable with the following Grant specific requirements:

A.1 Grant funds will not be used to supplant existing financial support for RTC programs.

A.2 Consistent with 45 CFR 75.113, subrecipients must disclose, in a timely manner in writing to Health District, the CDC, and the HHS Office of the Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations. Disclosures must be sent in writing to Health District, the CDC, and to HHS OIG at the following addresses:

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

AND

CDC, Office of Grants Services
Joëlle Cadet, Grants Management Specialist
Chenega Enterprise Systems and Solutions (CHESS)
Office of Grant Services (OGS) Branch 5
Centers for Disease control and Prevention (CDC)
Email: grx2@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
FAX: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Subrecipients must include this mandatory disclosure requirement in all subawards and contracts made under this Grant.

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

B. In addition to federal laws, regulations and policies, RTC agrees to ensure its compliance as applicable with the CDC's General Terms and Conditions for Non-Research awards located at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, and the CDC hereby incorporates Notice of Funding Opportunity (NOFO) number CDC-RFA-DP-23-00014, located at <https://www.grants.gov/search-results-detail/342940>, as may be amended, both of which are hereby made a part of this Non-research award subrecipient agreement.

B.1 Effective April 4, 2022, potential Grant subrecipients must have a Unique Entity Identifier ("UEI") prior to receiving a Grant subaward. The EUI is generated as part of SAM.gov registration. Current SAM.gov registrants have already been assigned their UEI and can view it in SAM.gov and/or Grants.gov.

Additional information is available at:

<https://www.gsa.gov/about-us/organization/federal-acquisition-service/technology-transformation-services/integrated-award-environment-iae/iae-systems-information-kit/unique-entity-identifier-update>, <https://sam.gov/content/home>; and <https://grantsgovprod.wordpress.com/2021/09/14/how-to-find-an-applicants-uei-within-grants-gov/>.

(a) SAM.gov is the primary registrant database for the federal government and the repository into which an entity must submit information required to conduct business as a subrecipient. RTC must register with SAM, and be assigned a UEI number. All information relevant to the UEI number must be current at all times until a final financial report is submitted or the final payment is received, whichever is later. The SAM registration process can require 10 or more business days, and registration must be renewed annually. Additional information about registration procedures may be found at www.SAM.gov.

B.2 RTC must comply with the administrative and public policy requirements outlined in 45 CFR Part 75 and the HHS Grants Policy Statement (see below Section F of this Attachment C), as appropriate. Brief descriptions of relevant provisions are available at <http://www.cdc.gov/grants/additionalrequirements/index.html#ui-id-17>.

(a) The full text of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR 75, can be found at: <https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>

B.3 Notice of Funding Opportunity Restrictions and Limitations.

- Subrecipients may not use funds for research
- Subrecipients may not use funds for clinical care
- Subrecipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services

- Generally, subrecipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in RTC’s budget as approved by Health District and the CDC
- Reimbursement of pre-award costs generally is not allowed
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - The salary or expenses of any grant or contract subrecipient, or agent acting for subrecipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC subrecipients.

C. COVID-19 WORKPLACE SAFETY: GUIDANCE FOR FEDERAL CONTRACTORS AND SUBCONTRACTORS. RTC certifies it will comply as is applicable with COVID-19 vaccination requirements pursuant to Executive Order 14042 and the Safer Federal Workforce Task Force’s COVID-19 Workplace “COVID-19 Workplace Safety: Guidance for Federal Contractors and Subcontractors” (collectively, the “Mandate”). Additionally, should RTC use Grant funds to compensate its subcontractor(s) for services provided, in whole or in part, RTC will ensure subcontractor Mandate compliance as appropriate; including but not limited to the inclusion of language similar to this Section D in any Grant funded subcontract for services. RTC acknowledges its obligation to flow this requirement down to its subcontractors providing Grant funded services, and will inform such subcontractors of their obligation to do the same.

Executive Order 14042 can be viewed online at:

https://www.saferfederalworkforce.gov/downloads/Guidance%20for%20Federal%20Contractors_Safer%20Federal%20Workforce%20Task%20Force_20211110.pdf

Safer Federal Workforce Task Force’s document, “COVID-19 Workplace Safety: Guidance for Federal Contractors and Subcontractors” can be viewed online at:

https://www.saferfederalworkforce.gov/downloads/Guidance%20for%20Federal%20Contractors_Safer%20Federal%20Workforce%20Task%20Force_20211110.pdf

D. 45 CFR § 75.326 PROCUREMENT BY STATES. When procuring property and services under a federal award, a state (or political subdivision of a state) must follow the same policies and procedures it uses for procurements from its non-federal funds. A state receiving federal funds will comply with § 75.331 and ensure that every purchase order or other contract includes any clauses required by § 75.335. All other non-federal entities, including sub-

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

- E. COMPLIANCE WITH PROCUREMENT STANDARDS. RTC agrees to follow and comply with CFR § 75.327 General Procurement Standards through 75.335 Contract Provisions as applicable.
- F. CONTRACT PROVISIONS. In addition to other provisions required by HHS, Health District, and/or RTC, all contracts made by RTC under the Grant must contain provisions covering the following in accordance with Appendix II to CFR Part 75, Contract Provisions for Non-Federal, Entity Contracts Under Federal Awards. RTC agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
 - F.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - F.2 TERMINATION. All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - F.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - F.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report

all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- F.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- F.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental

Protection Agency (EPA).

- F.8 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (a) Furthermore, each of RTC’s vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- F.9 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- F.10 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- G. RTC 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 IJJA, 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>.

H. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. RTC 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 RTC has not and will not use federal funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract to procure or obtain;

(i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

H.1 See Public Law 115—232, section 889 for additional information.

H.2 See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.

I. HHS SPECIFIC REQUIREMENTS. RTC agrees to comply as applicable with Uniform Guidance Requirements, Cost Principles, and Audit Requirements for HHS awards, codified at 45 CFR

Part 75. RTC further agrees to ensure its compliance with applicable terms and conditions contained within the HHS Grants Policy Statement, which is available online at:

<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
Applicable terms and conditions may include, but not be limited to, the following:

- I.1 ACTIVITIES ABROAD. RTC must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- I.2 AGE DISCRIMINATION. The Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.
- I.3 CIVIL RIGHTS ACT OF 1964. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.
- I.4 CONTROLLED SUBSTANCES. RTC is prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812. This limitation does not apply if the subrecipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

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

- I.5 EDUCATION AMENDMENTS OF 1972. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

- I.6 LIMITED ENGLISH PROFICIENCY. Recipients of federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.” This guidance, which is available at <http://www.hhs.gov/ocr/lep/revisedlep.html>, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.
- I.7 PRO-CHILDREN ACT. The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children’s services are provided. HHS grants are subject to these requirements only if they meet the Act’s specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with federal funds. The statute does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.
- I.8 PUBLIC HEALTH SECURITY AND BIOTERRORISM PREPAREDNESS AND RESPONSE ACT. The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at <http://www.cdc.gov/od/ohs/biosfty/shipregs.htm>.

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

- I.9 REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.
- I.10 RESOURCE CONSERVATION AND RECOVERY ACT. Under RCRA (42 U.S.C. 6901 et seq.), any State agency or agency of a political subdivision of a State using appropriated federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).
- I.11 RESTRICTION ON FUNDING ABORTIONS. HHS funds may not be spent for an abortion.
- I.12 RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES/NEEDLE EXCHANGE. Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- I.13 UNIFORM RELOCATION ACT AND REAL PROPERTY ACQUISITION POLICIES ACT. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 et seq., applies to all programs or projects undertaken by Federal agencies or with federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners’ interests are protected and litigation can be avoided.

- I.14 U.S. FLAG AIR CARRIER. Subrecipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance

with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

- I.15 U.S.A. PATRIOT ACT. The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. “Restricted persons,” as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see “Public Health Security and Bioterrorism Preparedness and Response Act” in this subsection).



**APPROVED BY THE SOUTHERN NEVADA DISTRICT BOARD OF HEALTH
FEBRUARY 27, 2025**

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: February 27, 2025

RE: *Approval of Intrastate Interlocal Contract between the State of Nevada, Department of Conservation and Natural Resources and the Southern Nevada Health District*

PETITION # 23-25

That the Southern Nevada District Board of Health approves the Intrastate Interlocal Contract between Public Agencies, a Contract between the State of Nevada, Department of Conservation and Natural Resources and the Southern Nevada Health District.

PETITIONERS:

Cassius Lockett, MD, District Health Officer *CL*
Chris Saxton, MPH-EH, REHS, Director of Environmental Health *CS*
Brian Northam, REHS, Manager of Environmental Health *BN*
William Thompson, REHS, Environmental Health Supervisor *WT*

DISCUSSION:

The underground storage tank program addresses the compliance issues associated with all underground storage tanks in Clark County, Nevada. The State of Nevada, Department of Conservation and Natural Resources, specifically the Nevada Division of Environmental Protection (NDEP), is the state agency approved by the Environmental Protection Agency (EPA) to carry out the enforcement of federal regulations regarding underground storage tank facilities. NDEP is seeking continued SNHD participation in the underground storage tank compliance inspection program. SNHD's responsibility consists of conducting EPA compliance inspections of all existing underground storage tank systems (approximately 860 facilities) for compliance with EPA regulations governing leak detection, spill and overflow monitoring, system testing, corrosion protection, and financial responsibility requirements for the entire system.

DISCUSSION: (cont.)

SNHD issues annual operating permits and permits for installation of new systems, repairs of existing systems, and removal of current systems. SNHD staff review plans and provide oversight during the construction of new or replaced underground storage tanks to ensure that all required features are included in the construction. SNHD provides oversight during the underground storage tank removal process and the initial site characterization. Sites that require remediation are referred to NDEP for oversight. Projects and systems requiring formal enforcement actions are also referred to NDEP. Public outreach programs designed to help locate previously unreported tanks and to remind owners/operators of their responsibilities continue as an important feature of the SNHD's contractual obligations.

FUNDING:

NDEP will provide \$1,000,000 (\$250,000 per fiscal year) of EPA grant funds to SNHD for the period July 1, 2025, through June 30, 2029. No allowance has been made for cost increases resulting from inflation.

CETS #:	30151
Agency Reference #:	DEP 25-043

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Nevada Division of Environmental Protection, Bureau of Corrective Actions
Address:	901 S. Stewart St., Suite 4001
City, State, Zip Code:	Carson City, NV 89701
Contact:	Kim Valdez, Management Analyst III, Contract Manager
Phone:	775-687-9370
Fax:	775-687-8336
Email:	kvaldez@ndep.nv.gov

Public Entity #2:	Southern Nevada Health District
Address:	PO Box 3902, 280 S. Decatur Blvd.
City, State, Zip Code:	Las Vegas, NV 89107
Contact:	Contract Administration, Legal Department
Phone:	702-759-1000
Fax:	702-759-1412
Email:	contracts@snhd.org

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

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

CETS #:	30151
Agency Reference #:	DEP 25-043

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	July 1, 2025	To:	June 30, 2029
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	Scope of Work, Deliverables, Budget
ATTACHMENT B:	Agency Additional Terms and Conditions

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Per Fiscal Year Maximum:	\$250,000
Monthly Draw Maximum:	\$50,000
Total Contract Not to Exceed:	\$1,000,000

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

CETS #:	30151
Agency Reference #:	DEP 25-043

- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, 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 reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract 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.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

CETS #:	30151
Agency Reference #:	DEP 25-043

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. 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).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

CETS #:	30151
Agency Reference #:	DEP 25-043

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

By: _____
 Southern Nevada Health District Date

_____ District Health Officer
 Title

_____ Jennifer Carr Date

_____ NDEP Administrator
 Title

APPROVED BY BOARD OF EXAMINERS

_____ Signature – Board of Examiners

On: _____
 Date

Approved as to form by:

_____ Deputy Attorney General for Attorney General

On: _____
 Date

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

_____ Heather Anderson-Fintak, Esq
 General Counsel for Southern Nevada Health District

On: _____
 Date



APPROVED BY THE SOUTHERN NEVADA DISTRICT BOARD OF HEALTH
FEBRUARY 27, 2025

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** February 27, 2025
RE: *Approval of the Interlocal Agreement between Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner*

PETITION #24-25

That the Southern Nevada District Board of Health *approve the renewal of Interlocal Service Agreement C2500090, between the Southern Nevada Health District (SNHD) and the Clark County Office of the Coroner/Medical Examiner (CCOCME) to collaborate on the collection of violent death data into the National Violent Death Reporting Systems (NVDRS).*

PETITIONERS:

Cassius Lockett, PhD, District Health Officer *[Signature]*
Anilkumar Mangla, PhD, Director of Disease Surveillance and Control *[Signature]*
Lei Zhang, MS, Public Health Informatics Manager *[Signature]*

DISCUSSION:

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

FUNDING:

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



**INTERLOCAL AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
COUNTY OF CLARK, NEVADA ON BEHALF OF ITS
CLARK COUNTY OFFICE OF THE CORONER/MEDICAL EXAMINER
C2500090**

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

RECITALS

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

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

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

WHEREAS, Health District is the sub-recipient of federal funds passed through by the State of Nevada Department of Health and Human Services through its Office of Analytics, Federal Award Identification Number (“FAIN”) NU17CE010122, CFDA Number 93.136, program entitled CDC National Violent Death Reporting System, funded by the Centers for Disease Control and Prevention (“CDC”), which is an operating division of the U.S. Department of Health and Human Services (“HHS”), Notice of Subaward agency reference number 1517, sub-awarded November 5, 2024, with a total amount sub-awarded to Health District of \$147,315.00 (the “Grant”); and

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

NOW THEREFORE, the Parties mutually agree as follows:

- 1) **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective September 1, 2024 through August 31, 2025, unless sooner terminated by either Party as set forth in this

Agreement.

- 1.01 This Agreement may be terminated by either Party prior to the date set forth in this Section 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
 - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. Termination for cause will eliminate the thirty (30) day waiting period described in Subsection 1.01.
 - 1.03 Upon termination, CCOCME will be entitled to payment for services provided prior to date of termination and for which CCOCME has submitted an invoice but has not been paid.
 - 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
 - 1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) INCORPORATED DOCUMENTS. The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:
- ATTACHMENT A: SCOPE OF WORK
 - ATTACHMENT B: PAYMENT
 - ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS
- 3) COMPENSATION.
- 3.01 CCOCME shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. CCOCME will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$38,558. This project is supported by the federal Grant described on the first page of this Agreement in the amount of \$38,558; this accounts for 100% of the total funding of this Agreement.
- 4) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. CCOCME will provide Health District with Services under this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between CCOCME and Health District. Nothing in this Agreement or the relationship between Health District and CCOCME shall create a co-employment or joint employer relationship.
- 5) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, conduct a fiscal monitoring of CCOCME at any time during the term of the Agreement. CCOCME will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify CCOCME in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records,

Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. CCOCME will have the opportunity to respond to Adverse Findings in writing to address any area(s) of disagreement. Health District shall review disagreement issues, supporting documentation and files, and forward a decision to the CCOCME in writing.

- 6) BOOKS AND RECORDS. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Policy, or at least a minimum of five (5) years after final financial and narrative reports are submitted to the Office of Analytics; whichever is longer. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial proceedings which may ensue.

6.01 Health District shall during the term of this Agreement until the conclusion of any audit period, have access to CCOCME's records, calculations, presentations and reports relating to this Agreement for inspection and reproduction. If possible, Health District will provide CCOCME with three (3) weeks prior written notice to gain access to such CCOCME records.

- 7) FEDERAL AUDIT REQUIREMENTS FOR SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT

7.01 CCOCME must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

7.02 If CCOCME is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the CCOCME is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.

7.03 If CCOCME expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").

7.04 If a federal audit is required, CCOCME must send a copy of the confirmation from the Federal Audit Clearinghouse to procurement@snhd.org the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

7.05 CCOCME is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

7.06 Audit documentation and audit reports must be retained by the CCOCME's auditor for a minimum of five years from the date of issuance of the audit report, unless the CCOCME's auditor is notified in writing by the Health District, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the Health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

8) NOTICES. All notices permitted or required under this Agreement shall be made via hand delivery, overnight courier, or U.S. certified mail, return receipt requested, to the other Party at its address as set out below:

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

9) CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 or personally identifiable information will be shared with CCOCME by Health District during the course of this Agreement. Accordingly, no Business Associate Agreement is required.

10) MUTUAL COOPERATION. The Parties agree to cooperate fully in the furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.

10.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

11) GENERAL PROVISIONS.

11.01 SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

11.02 ASSIGNMENT. Neither Party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

11.03 USE OF NAME AND LOGO. CCOCME may not use the Health District's name, mark, logo, design or other Health District symbol for any purpose without the Health District's prior written consent. CCOCME agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, CCOCME's right to use

the Health District's name and/or logo.

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

of this Agreement.

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

[SIGNATURE PAGE TO FOLLOW]

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

SOUTHERN NEVADA HEALTH DISTRICT

By: _____

Name:

Title:

Health District UEI: ND67WQ2LD8B1

Date: _____

APPROVED AS TO FORM:

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

By: _____

Edward Wynder, Esq.

Associate General Counsel

Southern Nevada Health District

COUNTY OF CLARK, NEVADA

ON BEHALF OF ITS CLARK COUNTY OFFICE OF THE CORONER/MEDICAL EXAMINER

By: _____

Tick Segerblom, Chairman

Board of County Commissioners

CCOCME UEI: JTQBLLAE9J35

Date: _____

APPROVED AS TO FORM:

STEVEN B. WOLFSON

District Attorney

By: _____

Name:

Title:

ATTACHMENT A
SCOPE OF WORK

- A. CCOCME will participate in the following activities from September 1, 2024 through August 31, 2025 (“Period of Performance”):
- A.1 Abstract violent death data into CDC web-based “Secure Access Management Services (SAMS)” database and enter data to initiate cases within 120 days of the date of death, with a target of entering 100% of identified cases each year.
 - A.2 Update and maintain a case log of all violent deaths within the jurisdiction. Jurisdictional counties include Clark, Lincoln, White Pine and southern portion of Nye.
 - A.3 Identify barriers to stakeholder extraction of violent death data and report to Health District or State Coordinator, as requested.
 - A.4 Participate in regularly scheduled calls with State Coordinator to discuss violent death data, trends, outcomes, and workflow processes.
 - A.5 Conduct toxicology testing of violent death cases and document results as part of NVDRS case abstraction.
 - A.6 Make reasonable efforts to attend necessary State approved national and local trainings as required to assist in the development and continued maintenance of NVDRS.
 - A.7 Assist in agency representation at relevant taskforces or workgroups.
 - A.8 Help streamline systems, software, and reporting processes that aid in real time analysis and data collection methods between the state, CCOCME, and Health District.
 - A.9 Unless express and specific written permission to exclude funding source information is obtained from Health District in advance, CCOCME will place a version of this attribution statement on project related materials, reports, presentations, and publications produced within the scope of this Agreement:

“This publication [such as a journal, article, report] was supported by the Nevada State Department of Health and Human Services (“Department”) and the Southern Nevada Health District through Grant Number 1 NU17CE010122-03-00 funded by the Center for Disease Control and Prevention (“CDC”). Its contents are solely the responsibility of the authors and do not necessarily represent the official view of the Department, the Health District, nor the CDC.”
 - A.10 Prepare and submit programmatic reports as requested by Health District.
 - A.11 Work with Health District staff to ensure proper close out of Period of Performance.

**ATTACHMENT B
PAYMENT**

A. Total Not-to-Exceed amount available for reimbursement to CCOCME of \$38,558 from September 1, 2024 through August 31, 2025.

A.1 CCOCME will bill for Services actually provided up to the Not-to-Exceed Amount per Approved Budget Category (“Category”) as detailed below. If ten percent or more of the awarded Grant funds are moved from one Category to another Category, prior written Health District approval is required.

Category: Personnel	Budgeted Amount
Salary	\$15,600
Fringe Benefits	\$569
Category: Personnel, Subtotal of Budgeted Amount:	\$16,170
Category: Operating	
39 Postmortem Expanded Blood tests X \$204/each	\$7,956
24 Postmortem Basic Urine tests X \$103.00/each	\$2,472
20 Postmortem Expanded Tissue tests X \$338/each	\$6,760
104 Electrolytes and Glucose Panel (Vitreous, Fluid) tests X \$50/each	\$5,200
Category: Operating, Subtotal of Budgeted Amount:	\$22,388
Total Not-to-Exceed Amount:	<u>\$38,558</u>

A.2 CCOCME must receive documented approval from Health District prior to redirecting any portion of the Estimated Budget, Approved Total Available for Reimbursement from any one Category for use in another Category.

(a) A Health District approved redirection moving 10% or more between Categories will be mutually agreed upon in writing by the Parties through amendment of this Agreement pursuant to Subsection 1.05 of the Agreement.

A.3 Payments shall be based on approved CCOCME invoices submitted in accordance with this Agreement. No payments shall be made in excess of the total Not-to-Exceed amount for this Agreement.

A.4 CCOCME will not bill more frequently than monthly for the term of the Agreement. The invoice will itemize specific costs incurred for each allowable item as agreed upon by the Parties.

(a) Backup documentation including, but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District is required, and shall be maintained by CCOCME in accordance with cost principles applicable to this Agreement.

- (b) CCOCME invoices shall be signed by CCOCME's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
 - (c) CCOCME is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties.
 - (d) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.
- A.5 CCOCME may submit its Requests for Reimbursement ("RFR(s)") less often than monthly, provided adequate time is allowed for the Health District to review and process each RFR. In the event CCOCME elects to submit RFRs less often than monthly, it will observe the following specific deadlines when submitting RFRs:
- (a) CCOCME's RFR for period September 1, 2024 through June 30, 2025 must be submitted in its entirety to Health District no later than July 10, 2025. CCOCME's failure to timely submit this RFR on or before July 10, 2025 with the inclusion of all expenses incurred before June 30, 2025 may result in non-reimbursement for unincurred expenses.
 - (b) CCOCME's "Final" RFR for period July 1, 2025 through August 31, 2025 must be submitted to Health District no later than September 15, 2025.
- A.6 CCOCME will not be eligible for compensation for Services provided before or after the date range specified in Paragraph A above, unless express written authorization to bill for such Services is received from Health District.
- A.7 Health District shall not be liable for interest charges on late payments.
- A.8 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held.

ATTACHMENT C
ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

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

A. GRANT-SPECIFIC REQUIREMENTS

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

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

A.9 CONFLICT OF INTEREST. CCOCME agrees to immediately disclose to Health District any existing or potential conflicts of interest relative to performance of the Services.

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

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.
 - B.5 EDUCATION AMENDMENTS OF 1972. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.
 - B.6 LIMITED ENGLISH PROFICIENCY. Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective

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

B.7 PRO-CHILDREN ACT. The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children’s services are provided. HHS grants are subject to these requirements only if they meet the Act’s specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

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

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

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

provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

B.10 RESOURCE CONSERVATION AND RECOVERY ACT. Under RCRA (42 U.S.C. 6901 et seq.), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).

B.11 RESTRICTION ON FUNDING ABORTIONS. HHS funds may not be spent for an abortion.

B.12 RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES/NEEDLE EXCHANGE, as amended by the Consolidated Appropriations Act of 2016. Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug; provided that, pursuant to the Consolidation Appropriations Act of 2016, such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the CDC, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

B.13 UNIFORM RELOCATION ACT AND REAL PROPERTY ACQUISITION POLICIES ACT. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 et seq., applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

B.14 U.S. FLAG AIR CARRIER. Subrecipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

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

Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

H.1 See Public Law 115—232, section 889 for additional information.

H.2 See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.






TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** February 27, 2025
RE: *Approval of the Interlocal Agreement between Southern Nevada Health District and the Clark County Office of the Coroner/Medical Examiner*

PETITION #25-25

That the Southern Nevada District Board of Health approve the renewal of Interlocal Service Agreement C2500091, between the Southern Nevada Health District (SNHD) and the Clark County Office of the Coroner/Medical Examiner (CCOCME) to collaborate on the abstraction of drug overdose data for entry into the State Unintentional Drug Overdose Reporting System (SUDORS).

PETITIONERS:

Cassius Lockett, PhD, District Health Officer 
Anilkumar Mangla, PhD, Director of Disease Surveillance and Control 
Lei Zhang, MS, Public Health Informatics Manager 

DISCUSSION:

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

FUNDING:

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



**INTERLOCAL AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
COUNTY OF CLARK, NEVADA ON BEHALF OF ITS
CLARK COUNTY OFFICE OF THE CORONER/MEDICAL EXAMINER
C2500091**

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

RECITALS

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

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

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

WHEREAS, Health District is the sub-recipient of federal funds passed through by the State of Nevada Department of Health and Human Services through its Bureau of Behavioral Health Wellness and Prevention, Federal Award Identification Number (“FAIN”) NU17CE010224, CFDA Number 93.136, program entitled CDC Overdose Data to Action, funded by the Centers for Disease Control and Prevention (“CDC”), which is an operating division of the U.S. Department of Health and Human Services (“HHS”), Notice of Subaward agency reference number SG 2025-00543, sub-awarded October 7, 2024, with a total amount sub-awarded to Health District of \$254,255 (the “Grant”); and

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

NOW THEREFORE, the Parties mutually agree as follows:

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

2024 through August 31, 2025, unless sooner terminated by either Party as set forth in this Agreement.

- 1.01 This Agreement may be terminated by either Party prior to the date set forth in this Section 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
 - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. Termination for cause will eliminate the thirty (30) day waiting period described in Subsection 1.01.
 - 1.03 Upon termination, CCOCME will be entitled to payment for services provided prior to date of termination and for which CCOCME has submitted an invoice but has not been paid.
 - 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
 - 1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) INCORPORATED DOCUMENTS. The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:
- ATTACHMENT A: SCOPE OF WORK
 - ATTACHMENT B: PAYMENT
 - ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS
- 3) COMPENSATION.
- 3.01 CCOCME shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. CCOCME will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$69,506. This project is supported by the federal Grant described on the first page of this Agreement in the amount of \$69,506; this accounts for 100% of the total funding of this Agreement.
- 4) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. CCOCME will provide Health District with Services under this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between CCOCME and Health District. Nothing in this Agreement or the relationship between Health District and CCOCME shall create a co-employment or joint employer relationship.
- 5) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, conduct a fiscal monitoring of CCOCME at any time during the term of the Agreement. CCOCME will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health

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

- 6) BOOKS AND RECORDS. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Policy, or at least a minimum of five (5) years after final financial and narrative reports are submitted to the Office of Analytics; whichever is longer. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial proceedings which may ensue.

6.01 Health District shall during the term of this Agreement until the conclusion of any audit period, have access to CCOCME's records, calculations, presentations and reports relating to this Agreement for inspection and reproduction. If possible, Health District will provide CCOCME with three (3) weeks prior written notice to gain access to such CCOCME records.

- 7) FEDERAL AUDIT REQUIREMENTS FOR SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT

7.01 CCOCME must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

7.02 If CCOCME is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the CCOCME is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.

7.03 If CCOCME expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").

7.04 If a federal audit is required, CCOCME must send a copy of the confirmation from the Federal Audit Clearinghouse to procurement@snhd.org the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

- 7.05 CCOCME is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
- 7.06 Audit documentation and audit reports must be retained by the CCOCME's auditor for a minimum of five years from the date of issuance of the audit report, unless the CCOCME's auditor is notified in writing by the Health District, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the Health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.
- 8) NOTICES. All notices permitted or required under this Agreement shall be made via hand delivery, overnight courier, or U.S. certified mail, return receipt requested, to the other Party at its address as set out below:
- | | |
|---------------------------------|----------------------------|
| Southern Nevada Health District | Clark County Office of the |
| Contract Administrator | Coroner/Medical Examiner |
| Legal Department | Melanie Rouse, Coroner |
| 280 S. Decatur Blvd | 1704 Pinto Lane |
| Las Vegas, NV 89107 | Las Vegas, NV 89106 |
- 9) CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 or personally identifiable information will be shared with CCOCME by Health District during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- 10) MUTUAL COOPERATION. The Parties agree to cooperate fully in the furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.
- 10.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 11) GENERAL PROVISIONS.
- 11.01 SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 11.02 ASSIGNMENT. Neither Party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 11.03 USE OF NAME AND LOGO. CCOCME may not use the Health District's name, mark, logo, design or other Health District symbol for any purpose without the Health

District's prior written consent. CCOCME agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, CCOCME's right to use the Health District's name and/or logo.

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

hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

- 11.12 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 11.13 PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
- 11.14 NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 11.15 CODE OF CONDUCT. By executing the Agreement, the CCOCME acknowledges it has read and agrees to comply as applicable with Health District's Code of Conduct, which is available online at:

<https://media.southernnevadahealthdistrict.org/download/FQHC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf>
- 11.16 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

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

SOUTHERN NEVADA HEALTH DISTRICT

By: _____

Name:

Title:

Health District UEI: ND67WQ2LD8B1

Date: _____

APPROVED AS TO FORM:

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

By: **Health** _____

Edward Wynder, Esq.

Associate General Counsel

Southern Nevada Health District

COUNTY OF CLARK, NEVADA

ON BEHALF OF ITS CLARK COUNTY OFFICE OF THE CORONER/MEDICAL EXAMINER

By: _____

Tick Segerblom, Chairman

Board of County Commissioners

CCOCME UEI: JTQBLLAE9J35

Date: _____

APPROVED AS TO FORM:

STEVEN B. WOLFSON

District Attorney

By: _____

Name:

Title:

ATTACHMENT A
SCOPE OF WORK

- A. CCOCME will participate in the following activities from September 1, 2024 through August 31, 2025 (“Period of Performance”):
- A.1 Abstract drug overdose death data into CDC web-based Secure Access Management Services (“SAMS”) database and enter data to initiate cases with a target of entering 100% of identified cases each year.
 - A.2 Update and maintain a case log of all drug overdose deaths within the jurisdiction. Jurisdictional counties include Clark, Lincoln, White Pine and southern portion of Nye.
 - A.3 Identify barriers to stakeholder extraction of overdose death data and report to Health District or State Coordinator, as requested.
 - A.4 Participate in regularly scheduled calls with State Coordinator to discuss overdose death data, trends, outcomes, and workflow processes.
 - A.5 Conduct expanded toxicology testing of suspect drug overdose cases and document results as part of SUDORS case abstraction.
 - A.6 Make reasonable efforts to attend necessary State approved national and local trainings as required to assist in the development and continued maintenance of SUDORS.
 - A.7 Assist in agency representation at relevant taskforces or workgroups.
 - A.8 Help streamline systems, software, and reporting processes that aid in real time analysis and data collection methods between the state, CCOCME, and Health District.
 - A.9 Unless express and specific written permission to exclude funding source information is obtained from Health District in advance, CCOCME will place a version of this attribution statement on project related materials, reports, presentations, and publications produced within the scope of this Agreement:

“This publication [such as a journal, article, report] was supported by the Nevada State Department of Health and Human Services (“Department”) and the Southern Nevada Health District through Grant Number NU17CE010224-02-00 funded by the Center for Disease Control and Prevention (“CDC”). Its contents are solely the responsibility of the authors and do not necessarily represent the official view of the Department, the Health District, nor the CDC.”
 - A.10 Prepare and submit programmatic reports as requested by Health District.
 - A.11 Work with Health District staff to ensure proper close out of Period of Performance

**ATTACHMENT B
PAYMENT**

A. Total Not-to-Exceed amount available for reimbursement to CCOCME of \$69,506 from September 1, 2024 through August 31, 2025.

A.1 CCOCME will bill for Services actually provided up to the Not-to-Exceed Amount per Approved Budget Category (“Category”) as detailed below. If ten percent or more of the awarded Grant funds are moved from one Category to another Category, prior written Health District approval is required.

Category: Personnel	Budgeted Amount
Salary	\$23,400
Fringe Benefits	\$854
Category: Personnel, Subtotal of Budgeted Amount:	\$24,255
Category: Operating	
200 Postmortem Expanded Blood tests X \$204/each	\$40,800
7 Postmortem Basic Urine tests X \$103.00/each	\$721
10 Postmortem Expanded Tissue tests X \$338/each	\$3,380
7 Electrolytes and Glucose Panel (Vitreous, Fluid) tests X \$50/each	\$350
Category: Operating, Subtotal of Budgeted Amount:	\$45,251
Total Not-to-Exceed Amount:	<u>\$69,506</u>

A.2 CCOCME must receive documented approval from Health District prior to redirecting any portion of the Estimated Budget, Approved Total Available for Reimbursement from any one Category for use in another Category.

(a) A Health District approved redirection moving 10% or more between Categories will be mutually agreed upon in writing by the Parties through amendment of this Agreement pursuant to Subsection 1.05 of the Agreement.

A.3 Payments shall be based on approved CCOCME invoices submitted in accordance with this Agreement. No payments shall be made in excess of the total Not-to-Exceed amount for this Agreement.

A.4 CCOCME will not bill more frequently than monthly for the term of the Agreement. The invoice will itemize specific costs incurred for each allowable item as agreed upon by the Parties.

(a) Backup documentation including, but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District is required, and shall be maintained by CCOCME in accordance with cost

principles applicable to this Agreement.

- (b) CCOCME invoices shall be signed by CCOCME's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
 - (c) CCOCME is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties.
 - (d) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.
- A.5 CCOCME may submit its Requests for Reimbursement ("RFR(s)") less often than monthly, provided adequate time is allowed for the Health District to review and process each RFR. In the event CCOCME elects to submit RFRs less often than monthly, it will observe the following specific deadlines when submitting RFRs:
- (a) CCOCME's RFR for period September 1, 2024 through June 30, 2025 must be submitted in its entirety to Health District no later than July 10, 2025. CCOCME's failure to timely submit this RFR on or before July 10, 2025 with the inclusion of all expenses incurred before June 30, 2025 may result in non-reimbursement for unincurred expenses.
 - (b) CCOCME's "Final" RFR for period July 1, 2025 through August 31, 2025 must be submitted to Health District no later than September 15, 2025.
- A.6 CCOCME will not be eligible for compensation for Services provided before or after the date range specified in Paragraph A above, unless express written authorization to bill for such Services is received from Health District.
- A.7 Health District shall not be liable for interest charges on late payments.
- A.8 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held.

ATTACHMENT C
ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

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

A. GRANT-SPECIFIC REQUIREMENTS

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

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

A.9 CONFLICT OF INTEREST. CCOCME agrees to immediately disclose to Health District any existing or potential conflicts of interest relative to performance of the Services.

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

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.
 - B.5 EDUCATION AMENDMENTS OF 1972. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.
 - B.6 LIMITED ENGLISH PROFICIENCY. Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have

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

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

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

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

be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

B.10 RESOURCE CONSERVATION AND RECOVERY ACT. Under RCRA (42 U.S.C. 6901 et seq.), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).

B.11 RESTRICTION ON FUNDING ABORTIONS. HHS funds may not be spent for an abortion.

B.12 RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES/NEEDLE EXCHANGE, as amended by the Consolidated Appropriations Act of 2016. Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug; provided that, pursuant to the Consolidation Appropriations Act of 2016, such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the CDC, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.

B.13 UNIFORM RELOCATION ACT AND REAL PROPERTY ACQUISITION POLICIES ACT. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 et seq., applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

B.14 U.S. FLAG AIR CARRIER. Subrecipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag

carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

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

Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

for transportation or transmission of intelligence.

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

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

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

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

H.1 See Public Law 115—232, section 889 for additional information.

H.2 See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.




TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** February 27, 2025


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

PETITION #26-25

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

PETITIONERS:

Cassius Lockett, PhD., *District Health Officer* 

Maria Azzarelli, EMHA, CHES, *Acting Director of Community Health & Manager of Chronic Disease Prevention & Health Promotion* 

Nicole Bungum, MS, *Supervisor of Chronic Disease Prevention & Health Promotion* 

DISCUSSION:

To promote physical activity and safe walking and biking to and from school, SNHD will provide support to the CCSD's Safe Routes to School Program to increase the number of schools participating in the program, increase the number of schools that meet Achievement Level Program status, conduct school observations at schools in the county and each city jurisdiction, and provide ongoing support, training, and education to all CCSD schools registered with the Safe Routes to Schools program.

FUNDING:

A total of \$100,391 will be provided.



**INTERLOCAL AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CLARK COUNTY SCHOOL DISTRICT
C2500095**

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

RECITALS

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

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

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

WHEREAS, Health District desires to obtain professional services in support of a federal grant received from the Centers for Disease Control and Prevention (“CDC”), which is an operating division of the U.S. Department of Health and Human Services (“HHS”), Federal Award Identification Number NE110E000081, CFDA Number 93.967, Project entitled Southern Nevada Health District’s Application for Funds under Strengthening the Public Health Workforce Infrastructure and Data Modernization, Program entitled CDC’s Collaboration with Academia to Strengthen Public Health, awarded November 18, 2024, with a total amount awarded to Health District of \$26,569,186 (the “Grant”);

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

NOW THEREFORE, the Parties mutually agree as follows:

- 1) **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective December 1, 2024 through November 30, 2025, unless sooner terminated by either Party as set forth in this Agreement.

- 1.01 This Agreement may be terminated by either Party prior to the date set forth in this Section 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
 - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. Termination for cause will eliminate the thirty (30) day waiting period described in Subsection 1.01.
 - 1.03 Upon termination, CCSD will be entitled to payment for services provided prior to date of termination and for which CCSD has submitted an invoice but has not been paid.
 - 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
 - 1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) INCORPORATED DOCUMENTS. The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:
- ATTACHMENT A: SCOPE OF WORK
 - ATTACHMENT B: PAYMENT
 - ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS
- 3) COMPENSATION. CCSD shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. CCSD will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$100,391. This project is supported by the federal Grant described on the first page of this Agreement in the amount of \$100,391; this accounts for 100% of the total funding of this Agreement.
- 4) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. CCSD will provide Health District with Services under this Agreement as an independent contractor. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between CCSD and Health District. Nothing in this Agreement or the relationship between Health District and CCSD shall create a co-employment or joint employer relationship.
- 5) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, conduct a fiscal monitoring of CCSD at any time during the term of the Agreement. CCSD will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify CCSD in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative

Findings, Questioned Costs, and Costs Recommended for Disallowance. CCSD will have the opportunity to respond to Adverse Findings in writing to address any area(s) of disagreement. Health District shall review disagreement issues, supporting documentation and files, and forward a decision to the CCSD in writing.

- 6) BOOKS AND RECORDS. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Policy, or at least a minimum of five (5) years after final financial and narrative reports are submitted to the Office of Analytics; whichever is longer. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial proceedings which may ensue.

- 6.01 Health District shall during the term of this Agreement until the conclusion of any audit period, have access to CCSD's financial records, calculations, presentations and reports relating to this Agreement for inspection and reproduction. If possible, Health District will provide CCSD with three (3) weeks prior written notice to gain access to such CCSD records.

- 7) FEDERAL AUDIT REQUIREMENTS FOR SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT

- 7.01 CCSD must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

- 7.02 If CCSD is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, the CCSD is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.

- 7.03 If CCSD expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").

- 7.04 If a federal audit is required, CCSD must send a copy of the confirmation from the Federal Audit Clearinghouse to procurement@snhd.org the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.
 - 7.05 CCSD is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.
 - 7.06 Audit documentation and audit reports must be retained by the CCSD's auditor for a minimum of five years from the date of issuance of the audit report, unless the CCSD's auditor is notified in writing by Health District, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of Health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.
- 8) NOTICES. All notices permitted or required under this Agreement shall be made via hand delivery, overnight courier, or U.S. certified mail, return receipt requested, to the other Party at its address as set out below:
- | | |
|--|---|
| <p>Southern Nevada Health District
 Contract Administrator, Legal Dept.
 280 S. Decatur Blvd.
 Las Vegas, NV 89107</p> | <p>Clark County School District
 5100 W. Sahara Avenue
 Las Vegas, NV 89149</p> |
|--|---|
- 9) CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 or personally identifiable information will be shared with CCSD by Health District during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
 - 10) WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or non-material terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
 - 11) BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the ability to seek reasonable attorneys' fees and costs.
 - 12) MUTUAL COOPERATION. The Parties agree to cooperate fully in the furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.
 - 12.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

13) GENERAL PROVISIONS.

- 13.01 SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 13.02 ASSIGNMENT. Neither Party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 13.03 USE OF NAME AND LOGO. CCSD may not use Health District's name, mark, logo, design or other Health District symbol for any purpose without Health District's prior written consent. CCSD agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, CCSD's right to use Health District's name and/or logo.
- 13.04 STATEMENT OF ELIGIBILITY. The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a). If Contractor status changes at any time pursuant to this Subsection 13.04, Contractor agrees to immediately notify Health District in writing, and Health District may terminate this Agreement for cause as described in the above Section 1.
- 13.05 COMPLIANCE WITH LEGAL OBLIGATIONS. CCSD shall perform the Services in compliance with all applicable federal, state, and local laws, statutes, regulations, appropriations legislation and industry standards, including but not limited to all applicable provisions of Uniform Guidance, 2 CFR Part 200 and 45 CFR 75.
- 13.06 NON-DISCRIMINATION. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation, or gender identity or expression. The Parties likewise agree that each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
- 13.07 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—CCSD agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42

U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to Health District and the Regional Office of the Environmental Protection Agency (EPA).

- 13.08 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—CCSD certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. CCSD must also disclose to Health District any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal funding agency.
- 13.09 INTEGRATION CLAUSE. This Agreement, including all Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matters hereof.
- 13.10 PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 13.11 EXCLUSIVITY. This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. CCSD may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as CCSD sees fit, so long as the performance of such services does not interfere with CCSD's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.
- 13.12 LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of the Parties shall not be subject to punitive damages.
- 13.13 GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 13.14 INDEMNIFICATION. The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 13.15 PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made

confidential by law or a common law balancing of interests.

- 13.16 NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 13.17 CODE OF CONDUCT. By executing the Agreement, CCSD acknowledges it has read and agrees to comply as applicable with Health District's Code of Conduct, which is available online at:
- <https://media.southernnevadahealthdistrict.org/download/FQHC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf>
- 13.18 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

[SIGNATURE PAGE TO FOLLOW]

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

SOUTHERN NEVADA HEALTH DISTRICT

By: _____
District Health Officer
Health District UEI: ND67WQ2LD8B1

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

CLARK COUNTY SCHOOL DISTRICT:

By: _____
Brenda Larsen-Mitchell
Superintendent of Schools
CCSD UEI: SRBYQ7XFBYA6

Date

By: _____
Irene Bustamante Adams
President, Board of Trustees

Date

By: _____
Tameka Henry
Clerk, Board of Trustees

Date

APPROVED AS TO FORM

By: _____
John Okazaki
General Counsel
Clark County School District

**ATTACHMENT A
SCOPE OF WORK**

- A. CCSD will participate in the following activities from December 1, 2024 through November 30, 2025 (“Period of Performance”):

CCSD Safe Routes to Schools will:

- A.1 Increase the number of CCSD schools that reach Safe Routes to Schools (“SRTS”) Achievement Level Program (“ALP”) recognition by 20%.
- A.2 Provide support to ensure at least ten (10) schools reach Platinum Level in the SRTS ALP.
- A.3 Provide ongoing support to all schools registered in the SRTS program.
- A.4 Partner with at least two (2) Clark County municipalities to conduct walk audits at 12 schools and develop school-specific safety improvement plans for each school.
- A.5 Conduct at least 20 school observations. School observations include the following: CCSD SRTS staff will conduct an assessment, pursuant to a school administrator’s request. During the observation which will occur during the relevant start and end of the school day, SRTS staff observe traffic flow, use of designated crossing areas, street conditions, and school campus procedures. The SRTS staff will develop recommendations for improving the safety of students walking, biking, and accessing the school grounds.
- A.6 Conduct an assessment to determine the feasibility of a Safe Routes to School policy at CCSD.
- A.7 Prepare and submit programmatic reports using Health District-provided templates as requested by Health District.
- A.8 Work with Health District staff to ensure proper close out of Period of Performance.

**ATTACHMENT B
PAYMENT**

A. Payments to CCSD for Services actually performed during Budget Period December 1, 2024 through November 30, 2025 are not-to-exceed \$100,391. Allowable Agreement-related budget expenses eligible for reimbursement during this Budget Period include the following categories:

A.1 Salaries and Fringe, Professional Services, Contracting, Printing, General Supplies, Books and Periodicals, Web-Based Programs/Computer Supplies, Equipment, Travel, and Indirect Costs.

	Budget Period December 1, 2024 through November 30, 2025	Items 1 through 11, Estimated Amounts Budgeted
1	Personnel, Salaries	\$0
2	Personnel, Fringe Benefits	\$0
3	Other Professional Services, i.e. Safe Routes to School educational material developers	\$10,000
4	Printing Services, i.e. professionally printed items such as signs, banners	\$17,500
5	General Supplies, i.e. program supplies such as student bikes, accessories, safety supplies, banners, uniforms, incentives	\$50,499.80
6	Books and Periodicals	\$20,000
7	Web based/Computer Supplies and similar safety programs	\$0
8	Equipment/Materials to support school SRTS Assemblies:/Presentations	\$0
9	Direct Costs, Subtotal	\$97,999.80
10	Modified Direct Costs ("MDC"), Subtotal of Direct Costs Less Equipment/Materials Estimated Amount Budgeted	
11	Indirect Costs applied to MDC at rate of <u>2.44</u> %	\$2,391.20
	Total Not-to-Exceed Amount, December 1, 2024 through November 30, 2025	<u>\$100,391</u>

B. CCSD agrees that any Agreement-related expenses incurred by CCSD after November 30, 2025 are not be eligible for reimbursement by Health District.

- C. CCSD may not bill more often than monthly for work actually completed during the term of the Agreement.
- D. CCSD will submit invoices to AP@snhd.org, and will reference agreement number C2500095 on each invoice submitted. CCSD is responsible for ensuring Health District timely receives invoices.
 - D.1 Payments shall be based on approved CCSD invoices timely submitted in accordance with this Agreement. No payments will be made in excess of the Total Not-to-Exceed Amount of this Agreement.
 - (a) Each invoice will itemize specific costs incurred for each allowable Expense item as agreed upon by the Parties as identified in the Agreement.
 - (b) Backup documentation including but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District is required and shall be maintained by CCSD in accordance with cost principles applicable to this Agreement.
 - (c) All CCSD invoices shall be signed by the CCSD's official representative and shall include a statement certifying that the invoice is a true and accurate billing.
 - (d) All Invoices are subject to approval by Health District project and fiscal staff.
 - (e) CCSD acknowledges that the end of Health District's fiscal year is June 30 of any given year. In observance of the close of Health District's fiscal year, CCSD acknowledges its Request for Reimbursement ("RFR") for month ending June 30 must include all reimbursable expenses incurred to-date but not previously billed; and must be submitted to Health District no later than July 7. Failure to remit this RFR inclusive of all previously unbilled reimbursable expenses by July 7 may result in a delay in payment and/or in an adjustment to the amount deemed eligible for reimbursement.
 - (f) CCSD must submit its final RFR billing to Health District no later than December 15, 2025.
 - (g) CCSD is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties. Additionally, Health District may terminate this Agreement for cause as described in Section 1. of the Agreement, and may withhold payment to CCSD, and/or require that CCSD return some or all payments made with Grant funds to Health District.
 - (h) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable Expenses costs.

- D.2 Health District will not be liable for interest charges on late payments.
- D.3 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with disputed items.

ATTACHMENT C
ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

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

A. In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards located at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the CDC hereby incorporates Notice of Funding Opportunity (NOFO) number OE22-2203 located at <https://www.grants.gov/web/grants/view-opportunity.html?oppld=340034>, entitled Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems, and Health District application dated September 15, 2023, located at https://media.southernnevadahealthdistrict.org/download/private/PHI_grant_application/20230915-grant-application.pdf as may be amended, both of which are hereby made a part of this Non-research award subrecipient agreement.

A.1 Grant funds will not be used to supplant existing financial support for CCSD programs.

A.2 Consistent with 45 CFR 75.113, subrecipients must disclose, in a timely manner in writing to the Health District, the CDC, and the HHS Office of the Inspector General, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations. Disclosures must be sent in writing to the Health District, the CDC, and to HHS OIG at the following addresses:

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

AND

CDC, Office of Grants Services
Derick Wheeler, II, Grants Management Officer/Specialist
Contractor: Chenega
Centers for Disease Control and Prevention
Branch 3
2939 Flowers Road, MS-TV2
Atlanta, GA 30341
Email: tie2@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

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

Cohen Building, Room 5527
Washington, DC 20201
FAX: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

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

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

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

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

directed to the GMO.

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

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

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

- B.13 UNIFORM RELOCATION ACT AND REAL PROPERTY ACQUISITION POLICIES ACT. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 et seq., applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

- B.14 U.S. FLAG AIR CARRIER. Subrecipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_OZ5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

- B.15 U.S.A. PATRIOT ACT. The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. “Restricted persons,” as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see “Public Health Security and Bioterrorism Preparedness and Response Act” in this subsection).

- C. 45 CFR § 75.326 PROCUREMENT BY STATES. When procuring property and services under a federal award, a state (or political subdivision of a state) must follow the same policies and procedures it uses for procurements from its non-federal funds. A state receiving federal funds will comply with § 75.331 and ensure that every purchase order or other contract includes any clauses required by § 75.335. All other non-federal entities, including subrecipients of a state, must follow the procurement standards in §§ 75.327 through 75.335.

- D. COMPLIANCE WITH PROCUREMENT STANDARDS. Contractor agrees to follow and comply with CFR § 75.327 General Procurement Standards through 75.335 Contract Provisions as applicable.
- E. CONTRACT PROVISIONS. In addition to other provisions required by HHS, Health District, and/or Contractor, all contracts made by Contractor under the Grant must contain provisions covering the following in accordance with Appendix II to CFR Part 75, Contract Provisions for Non-Federal, Entity Contracts Under Federal Awards. Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
- E.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- E.2 TERMINATION. All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- E.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- E.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act

(40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (a) Furthermore, each of Contractor's vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

E.9 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

F. Contractor will ensure its compliance as applicable with the Investment and Jobs Act (IIJA), codified as Public Law 117-58 on November 15, 2021, and as may be amended from time to time; provisions of which as of the time of the execution of this Agreement are proposed by the federal Office of Management and Budget (OMB) to be adopted as new part 184 in 2 CFR Chapter I to support implementation of IIJA, and to further clarify existing requirements within 2 CFR 200.322. These proposed revisions are intended to improve uniformity and consistency in the implementation of "Build America, Buy America (BABA) requirements across government. OMB's proposed action, dated February 9, 2023, can be reviewed

online at <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>.

G. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. CCSD certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and CCSD has not and will not use federal funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract to procure or obtain;

(i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

G.1 See Public Law 115—232, section 889 for additional information.

G.2 See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.



Memorandum

Date: February 27, 2025

To: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH

From: Daniel Isler, PE, REHS, *Environmental Health Engineer/Supervisor DI*
Daniel Burns, PE, REHS, *Environmental Health Engineer/Manager DB*
Christopher Saxton, MPH-EH, REHS, *Environmental Health Director CS*
Cassius Lockett, PhD, *District Health Officer CL*

Petitioner: Nevada Department of Transportation (NDOT)
Martin Strganac, PE
District 1 Engineer
123 East Washington Avenue
Las Vegas, NV 89101

Subject: Waiver request to temporarily store waste collected from street sweepers outside of a waste storage bin, as part of a new Solid Waste Storage Bin Facility Permit to Operate application for Nevada Department of Transportation (NDOT), located at 123 East Washington Avenue, Las Vegas, NV 89101

I. BACKGROUND:

The Nevada Department of Transportation (NDOT) are requesting a waiver from a portion of Chapter 3-8 (Solid Waste Storage Bin Facilities) of the Southern Nevada Health District Solid Waste Management Authority Regulations. Specifically, the waiver is to allow emptying street sweepers onto a controlled area within their facility and then transferring the waste into containers for transport for final disposal.

Pursuant to the Solid Waste Management Authority (SWMA) Regulations, Chapter 2-2.01(A)(2) states: “Prior to commencing the operation of any Solid Waste Management Facility, the Owner or Operator, responsible Person or Persons, business entity, or agent must make written application for an initial Permit on forms provided by the Health Authority, pay all applicable fees, and receive written approval from the Solid Waste Management Authority to operate.”

Per Chapter 2-1.04 of the Solid Waste Management Authority Regulations (SWMA) Regulations, the waiver portion of the application must be considered for approval by the Board at a public hearing. The waiver portion of the Application is to allow the Petitioner to operate a storage bin facility not in compliance with Chapter 3-8.01 subsections (B)(1), (B)(2) and

(B)(4) of the SWMA Regulations. Subsection (B)(1) prohibits processing of solid waste; subsection (B)(2) prohibits transferring solid waste from container to container; and subsection (B)(4) prohibits the storage of solid waste outside of waste storage bins.

On July 16, 2024, the application (Attachment A) and supporting documents were submitted for **Nevada Department of Transportation, Las Vegas Maintenance Yard**, (known hereafter as this Facility), as required by Chapter 3-8 of the SWMA Regulations to apply for a permit to operate a Solid Waste Storage Bin Facility. This facility location in Las Vegas, Nevada is displayed on a street view in Attachment B, as an aerial view in Attachment C, and as Zone C-V as shown on the Zoning Map in Attachment D. Local and state jurisdiction authorizations include the Nevada Department of Public Safety Exhibit in Attachment F. The Facility Map is in Attachment G.

The “*Solid Waste Storage Bin Facility*” definition means a facility that provides one or more portable containers which are used for the collection of solid waste for transport to a solid waste management facility or disposal site. The term does not include residential or commercial waste containers that are located on or near the site of waste generation. This facility will accept solid waste, as listed in Attachment A of this Memorandum.

The permitting process, completed to date, includes publishing of the Public Hearing Notice (Attachment H) in the Las Vegas Review Journal. The Public Hearing Notice and Fact Sheet (Attachment I) was posted on the Southern Nevada Health District’s (SNHD) Web site at the address: <https://www.southernnevadahealthdistrict.org/news-info/public-notice/>. A Public Workshop was held on January 29, 2025. There were no comments during this Public Workshop. The minutes of the Public Workshop are included in Attachment J.

Upon approval of this Waiver by the Southern Nevada District Board of Health and successfully passing a site inspection conducted by SNHD staff, the SNHD will grant a Permit to Operate a Solid Waste Management Facility as a Solid Waste Storage Bin facility. Once permitted, this facility will be required to pay an annual operating permit fee and become subject to periodic inspections by the Solid Waste and Compliance Section of the SNHD.

II. DISCUSSION:

SNHD staff has completed a review of the documents submitted with the permit application, including the documents required by Chapter 3-8 of the SWMA Regulations. Except for the conditions specified in Section III Recommendations (Section III), the application is complete and in compliance with the SWMA Regulations. Section III condition numbers 1, 2 and 3 references the waivers. These waivers and the applicant’s proposed alternatives to the Regulations are as follows:

Chapter 3-8 the SWMA Regulations, Subsection (B)(1) prohibits processing of solid waste; subsection (B)(2) prohibits transferring solid waste from container to container; and subsection (B)(4) prohibits the storage of solid waste outside of waste storage bins.

Street sweepers collect debris from the roadway in NDOT Rights-of-Way and bring the waste to the facility. Debris is washed out inside a decant basin where liquids can separate from the solids. Once dry, the solids are collected and placed in the storage bins. Liquids pass through a sand-oil separator before discharging to the City of Las Vegas sewer collection system. All waste is then transported off-site via truck to the landfill for final disposal or to an appropriate recycling facility based on waste type.

Condition 1. This Facility must obtain District Board of Health approval, for a waiver of the Regulations, Chapter 3-8.01 subsection (B)(1), to allow processing of solid waste.

Proposed alternative: *The ability to place collected material from street sweepers directly into covered units that cannot drain is not available. As such, it is proposed that waste material collected via NDOT street sweepers be temporarily unloaded at this facility onto a decantation basin. Wet material will be allowed to drain prior to the dry waste being placed in bins to be hauled to the landfill or recycled as appropriate. The applicant proposes that the facility itself be considered a container. The facility has a solid, sloped paved floor and a retaining wall to contain overflow. The decantation basin will drain through a designated inlet, where wastewater will travel through a sand/oil separator prior to collection into the sewer system.*

Condition 2. This Facility must obtain District Board of Health approval, for a waiver of the Regulations, Chapter 3-8.01 subsection (B)(2), to allow the transfer of solid waste from container to container.

Proposed alternative: *Dry solid waste will be located into containers and transported to the landfill. Wastewater from the decantation basin will be directed to the sanitary sewer system after passing through a sand/oil separator. The decantation basin has a retaining wall to prevent overflow and the entire NDOT Maintenance Yard is fenced and not open to the public. These engineered barriers and processes limit waste access to the public and the environment; therefore, the intent of the standard is maintained.*

Condition 3. This Facility must obtain District Board of Health approval, for a waiver of the Regulations, Chapter 3-8.01 subsection (B)(4), to allow for storage of solid waste outside of waste storage bins.

Proposed alternative: *Even under worst expected adverse conditions, the activities allowed under this Waiver are not anticipated to affect the local environment or public health. The entire facility is fenced to prevent material from leaving the site and to prevent public access to the site.*

III. RECOMMENDATIONS:

SNHD Staff recommends that the waiver application be granted and that the Nevada Department of Transportation be issued a permit to operate the solid waste management facility, as a Solid Waste Storage Bin Facility, at their *Las Vegas Maintenance Yard* location. This recommendation is conditional upon satisfying the following conditions:

1. This Facility receives District Board of Health approval, for a waiver of the SWMA Regulations, Chapter 3-8.01, subsection (B)(1) to allow processing of solid waste.


2. This Facility receives District Board of Health approval, for a waiver of the SWMA Regulations, Chapter 3-8.01, subsection (B)(2) to allow transferring solid waste from container to container.
3. This Facility receives District Board of Health approval, for a waiver of the SWMA Regulations, Chapter 3-8.01, subsection(B)(4) to allow the storage of solid waste outside of waste storage bins, trucks and/or trailers.
4. This Facility has passed a final permitting inspection.

Should the District Board of Health not approve this waiver request, then NDOT would need to resubmit the permit application to include a method for managing the street sweeper debris waste without emptying it at the E Washington facility.

ATTACHMENTS


- Attachment A: Application (Permit to Operate and Waiver)
- Attachment B: Facility Street View
- Attachment C: Facility Aerial View
- Attachment D: Zoning Map
- Attachment E: Land Use Approval
- Attachment F: Nevada State Fire Marshal Exhibit
- Attachment G: Facility Map
- Attachment H: Public Hearing Notice
- Attachment I: Fact Sheet
- Attachment J: Public Workshop Agenda, Sign-In Sheet, and Minutes

ATTACHMENT A: APPLICATION (Page 1 of 5)

	APPLICATION FORM FOR PERMIT/PERMIT MODIFICATIONS TO OPERATE A SOLID WASTE MANAGEMENT FACILITY	
For SNHD Use Only		
CONTROL/PERMIT NUMBER: _____		
<input type="checkbox"/> New Permit <input type="checkbox"/> Revision - Major Modification <input type="checkbox"/> Waiver/Variance <input type="checkbox"/> Revision - Minor Modification		
1. Type of Solid Waste Management Facility		
<input type="checkbox"/> Class I Disposal Site <input type="checkbox"/> Class II Disposal Site <input type="checkbox"/> Class III Disposal Site <input type="checkbox"/> Compost Plant <input type="checkbox"/> Materials Recovery Facility <input type="checkbox"/> Medical Waste Management Facility <input type="checkbox"/> Recycling Center <input checked="" type="checkbox"/> Solid Waste Storage Bin Facility <input type="checkbox"/> Transfer Station <input type="checkbox"/> Waste Grease Facility <input type="checkbox"/> Waste Tire Management Facility <input type="checkbox"/> Waste to Energy/Fuel Facility		
2. Name of Facility Nevada Department of Transportation, Las Vegas Maintenance Yard		
Fictitious Firm Name (dba) _____		
Facility Address	<i>Street Address</i>	<i>City, State, Zip</i>
	123 East Washington Avenue	Las Vegas, NV 89101
	<i>Telephone Number</i> (702) 385-6500	<i>Emergency Telephone Number</i>
	<i>Jurisdiction</i> City of Las Vegas	<i>Zoning Classification (e.g. M-1, M-2, etc)</i> C-V
<i>Parcel Number (s)</i> 139-27-603-005 and 139-27-603-019		
Mailing Address		<i>City, State, Zip</i>
<i>Street Address/PO Box</i> 1263 South Stewart Street		Carson City, NV 89712
Contact Information		
<i>Name</i> Martin Strganac, PE		
<i>Phone Number</i> (702) 385-6502		<i>Email Address</i> MStrganac@dot.nv.gov
3. Name of Facility/ Business Owner (Legal) <i>ie Corporation, Sole Proprietorship, or Last Name, First Name & Middle Initial</i> Nevada Department of Transportation		
Mailing Address		<i>City, State, Zip</i>
<i>Street Address</i> 1263 South Stewart Street		Carson City, NV 89712
Telephone Number(s)		<i>Fax Number</i>
<i>Telephone Number</i> (775) 888-7000		(775) 888-7115
4. Name of Facility/ Business Operator <i>ie Corporation, Sole Proprietorship, or Last Name, First Name & Middle Initial</i> Nevada Department of Transportation		
Address		<i>City, State, Zip</i>
<i>Street Address</i> 123 East Washington Avenue		Las Vegas, NV 89101
Telephone Number(s)		<i>Emergency Telephone Number</i>
<i>Telephone Number</i> (702) 385-6500		(702) 279-8555
5. Facility Design Parameters		
<i>Inside Area (Sq. Ft.):</i> 704,800 sq. ft. <i>Total Area (Sq. Ft.):</i> 704,800 sq. ft.		<i>Storage Capacity (cubic yards)</i> 342 cubic yards
<i>Processing Capacity (ie cubic yds/day; tons/day)</i> 50 cubic yards / day		

REASON FOR APPLICATION SUBMITTAL: New Application

ATTACHMENT A: APPLICATION (Page 2 of 5)

6. Solid Waste Types Proposed for Acceptance Complete and attach the SOLID WASTE TYPES PROPOSED FOR ACCEPTANCE form			
7. Facility Operations		Hours of Operations 24 hours per day	Days of Operation 365 days per year
Open to the Public (If no, type N/A)		Hours of Operations N/A	Days of Operation N/A
8. Name of Property Owner <i>ie Corporation, Sole Proprietorship, or Last Name, First Name & Middle Initial</i> Nevada Department of Transportation			
Telephone Number(s)		(775) 888-7000	
Address		Street Address 1263 South Stewart Street	City, State, Zip Carson City, NV 89712
9. Professional Engineer or Consultant		Last Name Winfree	First Name Steven
License Number/Engineer Discipline (if applicable)		NV: 024157 / Civil Engineer	
Firm Name		Stantec Consulting Services, Inc.	
Telephone Number(s)		(702) 821-4330	Cell Phone Number
Address		Street Address 6111 South Buffalo Drive, Suite 200	City, State, Zip Las Vegas, NV 89113
Email Address		steven.winfree@stantec.com	
<p><i>This application form and supporting documents, as required by the current version of the Application Guide for this facility type, are hereby submitted to SNHD to apply for a permit to operate or modify a solid waste management facility. We understand that receipt of this application does not constitute an approval to operate or modify the facility. We understand that this application must be approved by SNHD and a permit issued before the operation or modification of the facility. We certify that the Report of Design supports the Report of Operating Plan. We certify that, to the best of our knowledge, the information provided on this application and submitted with this application in the supporting documents is complete and accurate and complies with the requirements specified in the current version of the Application Guide for this facility type and the Solid Waste Management Authority Regulations for this type of Solid Waste Management Facility.</i></p>			
10. Certifications			
 <p>PE stamp, expiration date, signature and signature date</p>	Signature of Applicant Agent (facility owner or operator)	<i>Martin Strganac</i>	
	Printed name of Applicant Agent (facility owner or operator)	Martin Strganac	
	Title of Applicant Agent (facility owner or operator)	District Engineer	
	Telephone Number	702-683-0282	
	Date of Signing	10/14/24	

ATTACHMENT A: APPLICATION (Page 3 of 5)

SOLID WASTE TYPES PROPOSED FOR ACCEPTANCE
Solid Waste Categories and Types
(Check all that apply)

Paper (All Types)

Cardboard

Plastic (All Types)

Glass (All Types)

Textiles

Metals

Ferrous Scrap Metals

Non-Ferrous Scrap Metals

Other (Specify) Mixed metals

Organic Material

Green Waste

Food Waste

BioSolids

Restaurant Grease

Rendered Animal Matter

Manure

Other (Specify) _____

Construction & Demolition Debris (C&D)

Asphalt

Concrete

Carpet

Carpet Padding

Drywall

Wood

Other (Specify) _____

Special Waste

Waste Tires

Paint

Fluorescent Lamps

Household Hazardous Waste

Other (Specify) _____

Universal Wastes

Lead-Acid Batteries (automotive)

Mercury Devices & Waste

Lithium Batteries

Fluorescent Lamps/Bulbs

Other (Specify) _____

E-Waste

Batteries (alkaline & rechargeable)

Computers

Cell Phones

CRTs


Televisions (Plasma, LED, LCD)

Other (Specify) _____

Other (Specify)


ATTACHMENT A: APPLICATION (Page 4 of 5)

Waiver Application Form Revised 12/7/2015

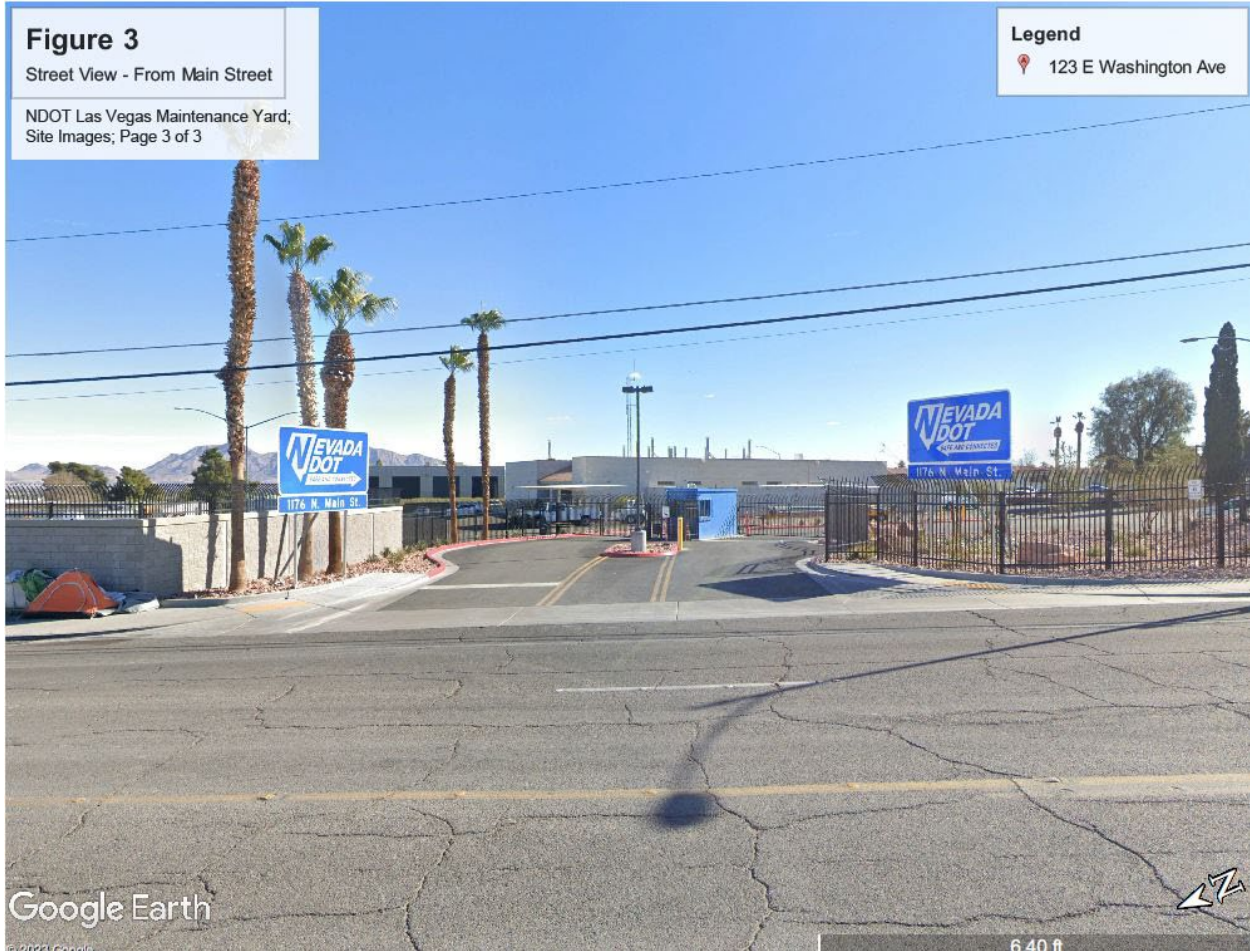
		<p>WAIVER APPLICATION FORM FOR PERMIT/PERMIT MODIFICATIONS TO OPERATE A SOLID WASTE MANAGEMENT FACILITY</p>	
Section A: Facility Type			
<input type="checkbox"/> Class I Disposal Site	<input type="checkbox"/> Class II Disposal Site	<input type="checkbox"/> Class III Disposal Site	<input type="checkbox"/> Compost Plant
<input type="checkbox"/> Materials Recovery Facility	<input type="checkbox"/> Medical Waste Management Facility	<input type="checkbox"/> Recycling Center	<input checked="" type="checkbox"/> Solid Waste Storage Bin Facility
<input type="checkbox"/> Transfer Station	<input type="checkbox"/> Waste Grease Facility	<input type="checkbox"/> Waste Tire Management Facility	<input type="checkbox"/> Waste to Energy/Fuel Facility
Section B: Facility			
1. Complete name:	Nevada Department of Transportation, Las Vegas Maintenance Yard		
2. SNHD control number:			
3. Physical address:	123 East Washington Avenue, Las Vegas, NV 89101		
4. Parcel number(s):	139-27-603-005 and 139-27-603-019		
5. Phone number:	(702) 385-6500		
6. Website address:	https://www.dot.nv.gov/		
Section C: Applicant			
<input type="checkbox"/> 1a. Facility operator	Nevada Department of Transportation (NDOT)		
<input checked="" type="checkbox"/> 1b. Facility owner			
2a. Contact person:	Martin Stganac, PE	2b. Office phone #:	(702) 385-6502
2c. Title:	District 1 Engineer	2d. Cell phone #:	
2e. Company:	NDOT		
2g. Mailing address:	1263 South Stewart Street, Carson City, NV 89712		
2f. E-mail address:	MStrganac@dot.nv.gov		
Section D: Consultant			
1a. Contact person:	Andrew Poustie	1b. Office phone #:	(775) 398-1248
1c. Title:	Water / Wastewater Engineer	1d. Cell phone #:	
1e. Company:	Stantec Consulting Services, Inc.		
1g. Mailing address:	5390 Kietzke Lane, Suite 103, Reno, NV 89511		
1f. E-mail address:	Andrew.Poustie@stantec.com		

ATTACHMENT A: APPLICATION (Page 5 of 5)

Waiver Application Form Revised 12/7/2015

Section E: Facility Operator		
1. Legal & fictitious names:	Nevada Department of Transportation	
2. Mailing address:	123 East Washington Avenue, Las Vegas, NV 89101	
3. Phone number:	(702) 385-6500	
Section F: Facility Owner		
1. Legal & fictitious names:	Nevada Department of Transportation	
2. Mailing address:	1263 South Stewart Street, Carson City, NV 89712	
3. Phone number:	(775) 888-7000	
Section G: Property Owner		
1. Legal name:	Nevada Department of Transportation	
2. Mailing address:	1263 South Stewart Street, Carson City, NV 89712	
3. Phone number:	(775) 888-7000	
Section H: Certifications		
<p>This application form and supporting documents are hereby submitted to SNHD to apply for at least one waiver from the regulations governing this facility type. We understand that receipt of this application does not constitute an approval of this request. We understand that each waiver must be approved by the Southern Nevada District Board of Health before the implementation of the proposed alternative. We understand that this process will require payment of a Preliminary Plan Review fee per application, a Waiver Candidate Worksheet Meeting fee per meeting, a Waiver fee per waiver, and the cost of each public notice. We certify that, to the best of our knowledge, the information contained above and in the supporting documents is complete and accurate.</p>		
Legal signature of applicant's agent:	 Digitally signed by Burns, Mackenzie Date: 2024.12.17 13:19:43 -08'00'	
Printed name of applicant's agent:	Mackenzie Burns, PhD, PMP	
Title or authority of applicant's agent:	Project Manager / Consultant	
Date of signing:	12/17/2024	
Section I: Receipt of Application (for SNHD use only)		
SNHD date stamp	Legal signature of SNHD staff:	
	Printed name of SNHD staff:	
	Title of SNHD staff:	
	Date of signing:	

ATTACHMENT B: FACILITY STREET VIEW

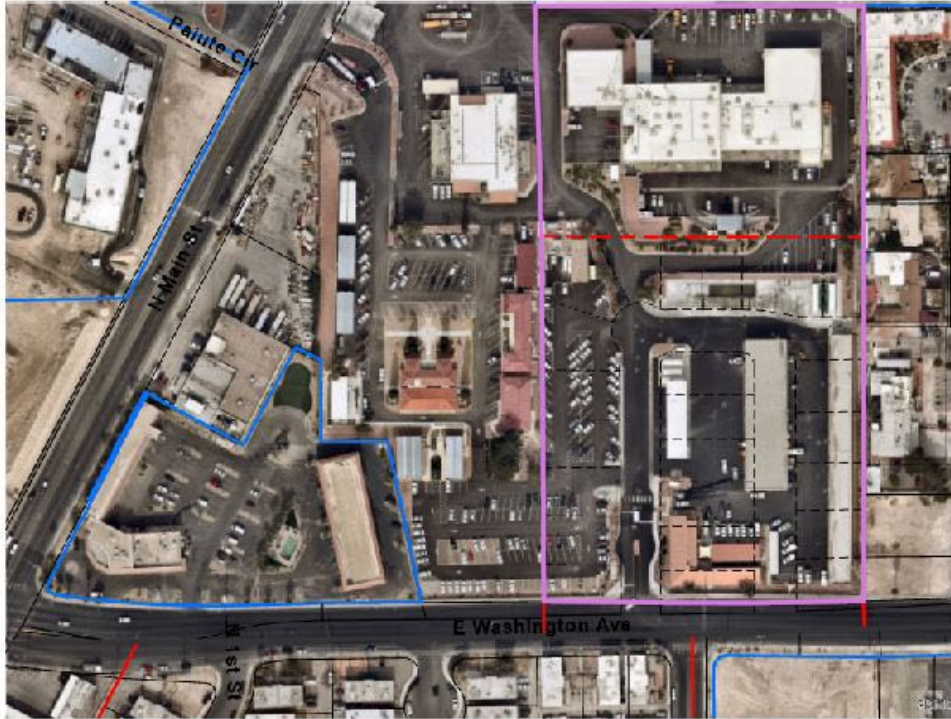


Street View of Main entrance of facility

ATTACHMENT C: FACILITY AERIAL VIEW (Page 1 of 2)

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index



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 04/04/2023

Property Information

Parcel: 13927603019
Owner Name(s): STATE OF NEVADA TRANSPORTATION
Site Address: 123 E WASHINGTON AVE
Jurisdiction: Las Vegas - 89101
Zoning Classification: Civic (C-V)
Planned Landuse: Incorporated Clark County (INCRP)

Misc Information

Subdivision Name: EDGEVIEW MANOR
Lot Block: Lot:1 Block:1
Sale Date: Not Available
Sale Price: Not Available
Recorded Doc Number: 00000070 00402648
Flight Date: 2023-02-17
Construction Year: 1988
T-R-S: 20-61-27
Census tract: 401
Estimated Lot Size: 9.46

Elected Officials

Commission: D - William McCurdy II (D)
US Senate: Jacky Rosen, Catherine Cortez-Masto
State Senate: 2 - Edgar Flores (D)
School District: D - Brenda Zamora
Board of Education: 4 - Rene Cantu
City Ward: 5 - Cedric R. Crear
US Congress: 4 - Steven A. Horsford (D)
State Assembly: 11 - Beatriz "Bea" Duran (D)
University Regent: 1 - Laura E. Perkins
Minor Civil Division: Las Vegas

ATTACHMENT C: FACILITY AERIAL VIEW (Page 2 of 2)

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index



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
Date Created: 04/04/2023

Property Information

Parcel: 13927603005
Owner Name(s): STATE OF NEVADA TRANSPORTATION
Site Address: 123 E WASHINGTON AVE
Jurisdiction: Las Vegas - 89101
Zoning Classification: Civic (C-V)
Planned Landuse: Incorporated Clark County (INCORP)

Misc Information

Subdivision Name: null
Lot Block: Lot Block: Construction Year: 1949
Sale Date: Not Available T-R-S: 20-61-27
Sale Price: Not Available Census tract: 401
Recorded Doc Number: 00000026 00085141 Estimated Lot Size: 6.72
Flight Date: 2023-02-17

Elected Officials

Commission: D - William McCurdy II (D) City Ward: 5 - Cedric R. Crear
US Senate: Jacky Rosen, Catherine Cortez-Masto US Congress: 4 - Steven A. Horsford (D)
State Senate: 2 - Edgar Flores (D) State Assembly: 11 - Beatriz "Bea" Duran (D)
School District: D - Brenda Zamora University Regent: 1 - Laura E. Perkins
Board of Education: 4 - Rene Cantu Minor Civil Division: Las Vegas

ATTACHMENT D: ZONING MAP

4/7/23, 4:46 PM

index



The MAPS and DATA are provided without warranty of any kind, expressed or implied.
 Date Created: 04/07/2023

Property Information

Parcel: 13927603005
 Owner Name(s): STATE OF NEVADA TRANSPORTATION
 Site Address: 123 E WASHINGTON AVE
 Jurisdiction: Las Vegas - 89101
 Zoning Classification: Civic (C-V)
 Planned Landuse: Incorporated Clark County (INCP)

Misc Information

Subdivision Name: null
 Lot Block: Lot: Block: Construction Year: 1949
 Sale Date: Not Available T-R-S: 20-61-27
 Sale Price: Not Available Census tract: 401
 Recorded Doc Number: 00000026 00085141 Estimated Lot Size: 6.72
 Flight Date: 2023-02-17

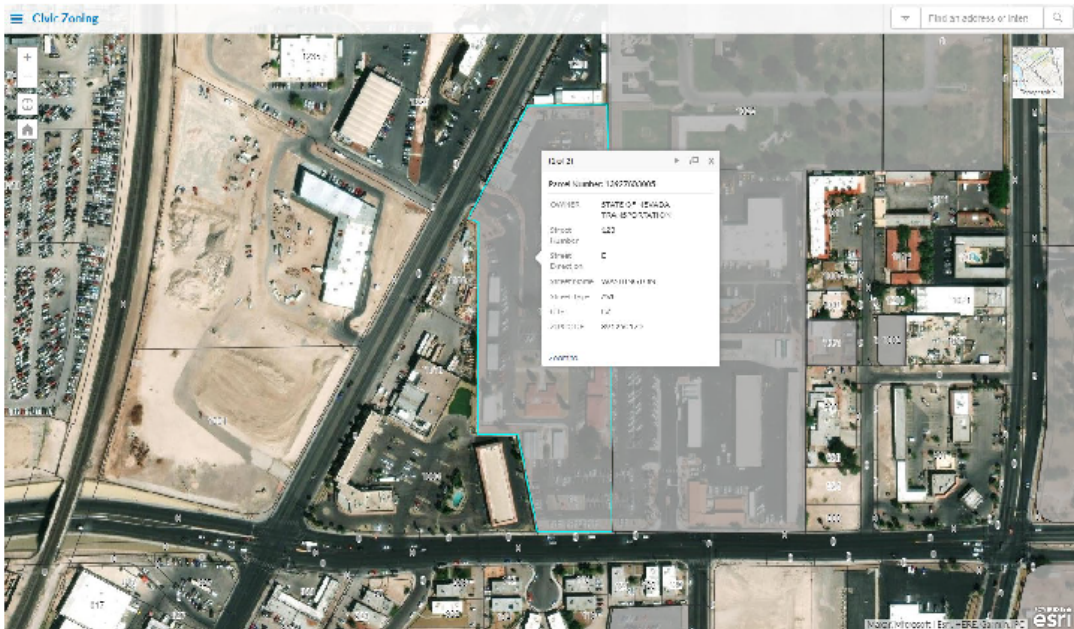
Elected Officials

Commission:	D - William McCurdy II (D)	City Ward:	5 - Cedric R. Crear
US Senate:	Jacky Rosen, Catherine Cortez-Masto	US Congress:	4 - Steven A. Horsford (D)
State Senate:	2 - Edgar Flores (D)	State Assembly:	11 - Beatriz "Bea" Duran (D)
School District:	D - Brenda Zamora	University Regent:	1 - Laura E. Perkins
Board of Education:	4 - Rene Cantu	Minor Civil Division:	Las Vegas

ATTACHMENT E: LAND USE APPROVAL

Land Use Approval

Approval Type	Comment
<p>Land use approval and supporting documents, or land use exemption from the local jurisdiction for the waste management activities conducted on the parcel(s) on which the facility will be located (Clark County Planning, City of Henderson, City of Las Vegas, City of North Las Vegas, City of Boulder City, and Mesquite). SNHD cannot review the application without either land use approval or exemption documentation.</p>	<p>According to the City of Las Vegas Unified Developmental Code, the parcel is zoned C-V Civic District.</p> <p>Per Section 19.10.020 of the Code, "The following uses are permitted in the C-V District: 1) Except for uses indicated in Subsection (D) of this Section that require a Special Use Permit, any use operated or controlled by the City, Clark County, the State of Nevada or the Federal Government."</p> <p>Subsection (D) does not include waste management activities; a Special Use Permit is not indicated.</p>



ATTACHMENT F: NEVADA STATE FIRE MARSHAL EXHIBIT (Page 1 of 2)

Steve Sisolak
Governor



Nevada Department of
Public Safety
DEDICATION PRIDE SERVICE

George Togliatti
Director

Sheri Brueggemann
Deputy Director

Nevada State Fire Marshal Division

Mike Dzyak
State Fire Marshal

Stewart Facility
137 Jacobsen Way
Carson City, Nevada 89711
Telephone (775) 684-7501 - Fax (775) 684-7518

October 8, 2020

Nevada Department of Transportation
Attn.: Lacey Tisler
1301 Old Hot Springs Road, Room 106
Carson City, NV 89706

Tel.: (775) 888-7953
Fax:

Project: **NDOT Las Vegas Maintenance Yard**

SFM Project No: **20CL272R1**
Project Address: **123 E. Washington Ave., Las Vegas NV**
Occupancy Type: **?**
Construction Type: **? w/ AFES**
Occupant Load: **TBD**
Project Area: **687,632-ft² (Area affected by scope of plan review)**

The Nevada Department of Public Safety State Fire Marshal Division has reviewed your application for the above referenced project.

Scope of Project Review: **Yard improvements including new entrances, fuel station, wash rack, and paving .**

This review is to verify conformance with the non-structural fire and life safety requirements adopted by the State of Nevada.

This application is approved for construction:

ATTACHMENT F: NEVADA STATE FIRE MARSHAL (Page 2 of 2)

The issuance of this approval constitutes a permit through the Nevada State Fire Marshal Division. All work shall be in compliance with those codes and standards adopted through NAC 477.281, as amended by NAC 477.283.

The applicant is required to comply with all requirements of federal, state or local authorities having jurisdiction. **A copy of plans and construction documents stamped "Approved" by the Nevada State Fire Marshal Division is required to be available on-site for use by the Field Inspector.** The State Fire Marshal Division may revoke any project approvals if subsequent inspection finds a violation of adopted codes or standards, inaccurate representation or construction that varies from the approved application.


A Certificate of Compliance covering non-structural fire and life safety to allow occupancy will only be granted by the State Fire Marshal Division following inspection by the Division. Please go to the Nevada State Fire Marshal Division Website to electronically request an inspection. Please provide the Division at least three (3) business days notice for all inspection requests. In addition, the Nevada State Fire Marshal Division approved plan set must be onsite at time of inspection.

Furthermore, please be aware that the fee collected as a part of the plan review process covers the initial inspection costs, while any subsequent inspections may be charged a "re-inspection fee", as allowed for under NAC 477.325(4)(c).

Approval for construction is issued under the conditions of the International Fire Code (IFC) Section 105.3 and becomes automatically invalid unless work as authorized is commenced within 180 days after its issuance, or approval for construction has been extended per IFC Section 105.3.2.

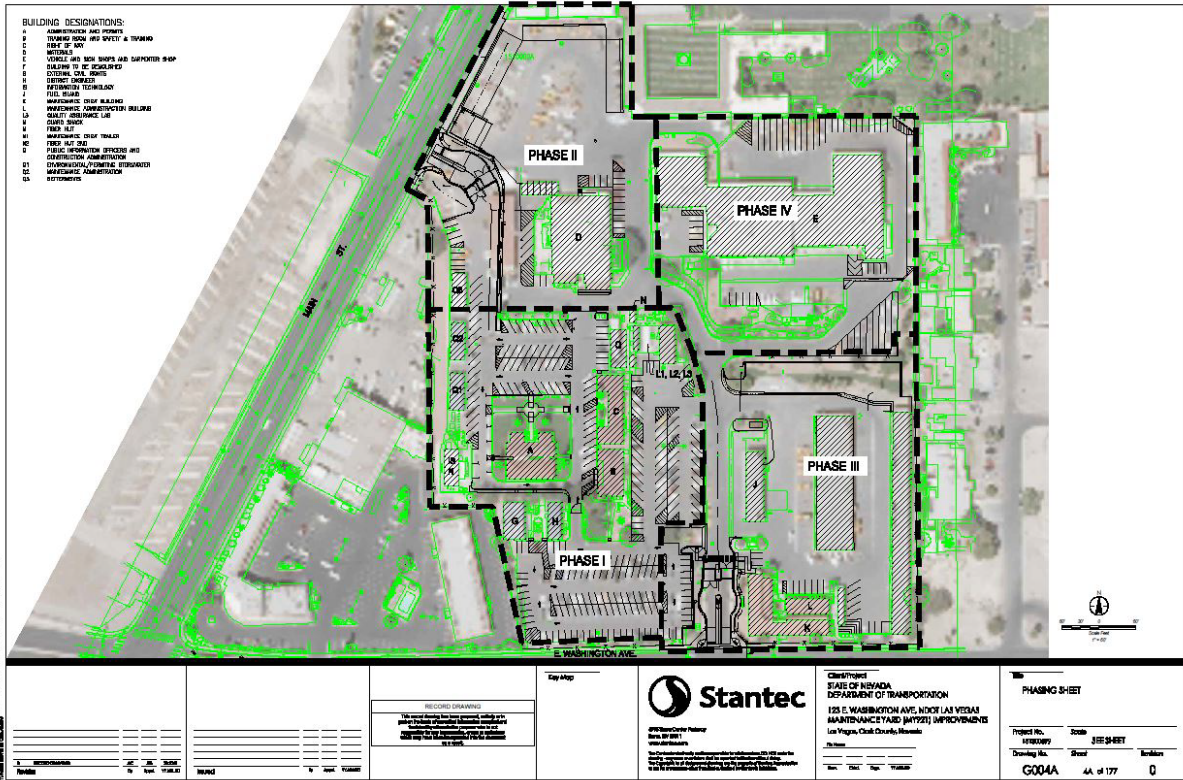
If you have any questions or concerns, please feel free to contact me directly at albert.ruiz@dps.state.nv.us or (775) 684-7532.

Sincerely,
NEVADA STATE FIRE MARSHAL DIVISION

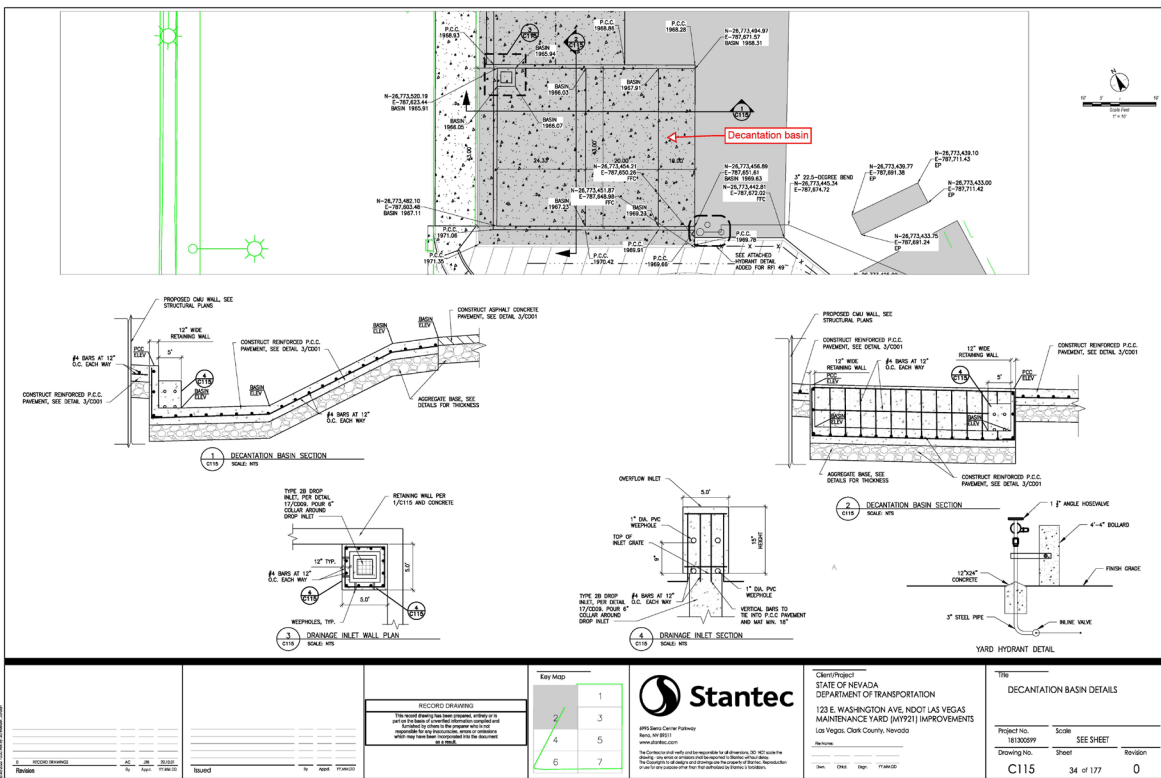
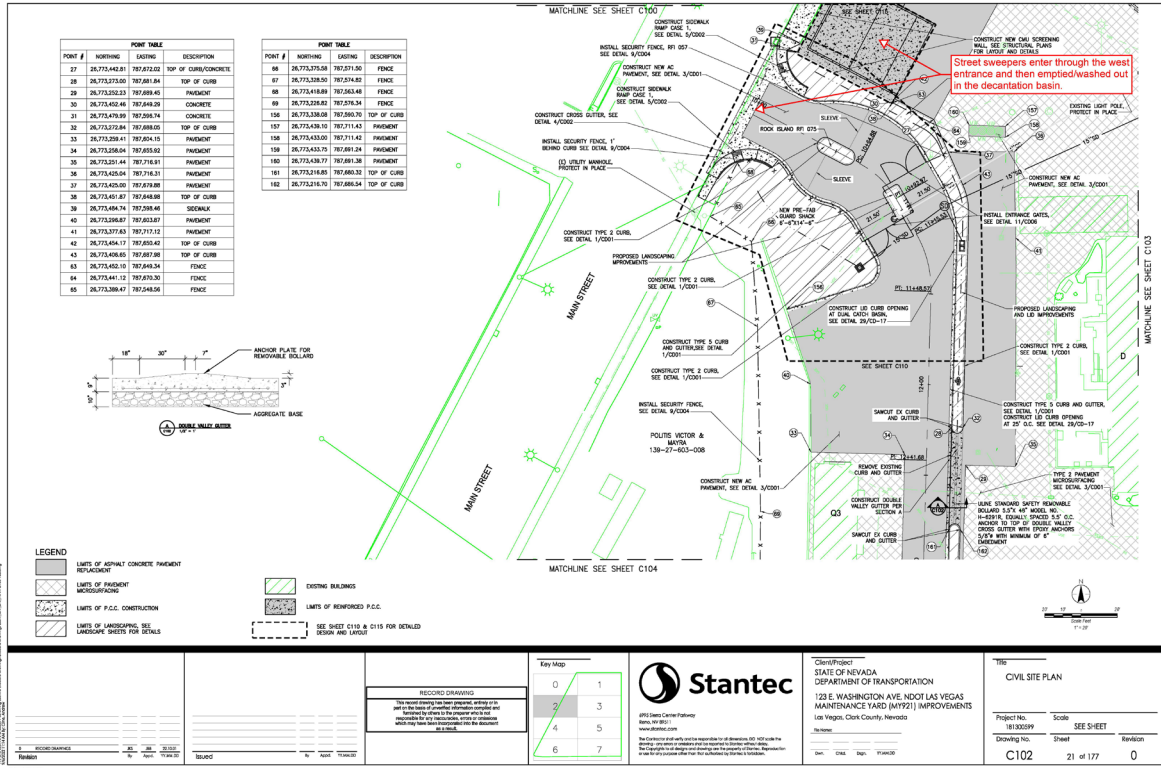

Bureau Chief Albert Ruiz
Fire Protection Engineering
Nevada Department of Public Safety
State Fire Marshal Division

Copy: City of Las Vegas Fire and Rescue fireengineering@lasvegasnevada.gov
Matt Ogan SPWD matt.ogan@admin.nv.gov

ATTACHMENT G: FACILITY MAP (Page 1 of 2)



ATTACHMENT G: FACILITY MAP (Page 2 of 2)



ATTACHMENT H: PUBLIC HEARING NOTICE



PUBLIC NOTICE

The Southern Nevada District Board of Health (Board) will conduct a PUBLIC HEARING on Thursday, February 27, 2025 at 9:00 a.m., in the Red Rock Conference Room at the SNHD Main Facility at 280 S. Decatur Blvd., Las Vegas, Nevada 89107, for an Application to Operate a Solid Waste Storage Bin Facility, from Nevada Department of Transportation, located at 123 East Washington Avenue, Las Vegas, NV 89101, Clark County Assessor's Parcel Numbers (APN): 139-27-603-005 and 139-27-603-019. This permit application includes a waiver. In the event this application is not presented at the February 27, 2025, Board meeting, it will be rescheduled for the March 27, 2025, Board meeting at the same time and location listed above.

The Solid Waste Management Authority Regulations Governing the Management of Solid Waste (SWMA Regulations) are available at <https://www.southernnevadahealthdistrict.org/permits-and-regulations/solid-waste-plan-review/regulations-statutes>. Chapter 2-2.01(A)(2) states: "Prior to commencing the operation of any Solid Waste Management Facility, the Owner or Operator, responsible Person or Persons, business entity, or agent must make written application for an initial Permit on forms provided by the Health Authority, pay all applicable fees, and receive written approval from the Solid Waste Management Authority to operate." Per Chapter 2-1.04 of the SWMA Regulations, the waiver portion of the application must be considered for approval by the Board at a public hearing.

Petitioner requests a waiver to operate a storage bin facility not in compliance with Chapter 3-8.01 subsections (B)(1), (B)(2) and (B)(4) of the SWMA Regulations. Subsection (B)(1) prohibits processing of solid waste; subsection (B)(2) prohibits transferring solid waste from container to container; and subsection (B)(4) prohibits the storage of solid waste outside of waste storage bins.

The permit application is available for review and comments can be entered at <https://www.southernnevadahealthdistrict.org/news-info/public-notices>. Please contact (702) 759-0660 for special viewing needs. Copies of documents may be requested during that time for a nominal fee.

Interested persons may appear at the PUBLIC HEARING and present their views thereon; and/or may appear at the PUBLIC WORKSHOP to be held on January 29, 2025, at 1:00 p.m., at the Southern Nevada Health District's Red Rock Conference Room, 280 S. Decatur, Las Vegas, Nevada 89107. Written comments will also be considered and must be forwarded to Cherie Custodio, Sr. Administrative Assistant for Environmental Health Engineering, Southern Nevada Health District, P.O. Box 3902, Las Vegas, Nevada 89127-0902, within 30 days after this notice is published. A [Fact Sheet](#) is available for viewing at <https://www.southernnevadahealthdistrict.org/news-info/public-notices> and by mail or email upon request from swpr@snhd.org. If there are special viewing needs, please call (702) 759-0660 for accommodation.

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

January 7, 2025
Date

Prior to the above PUBLIC HEARING before the Board of Health on February 27, 2025, there will be a PUBLIC WORKSHOP held on January 29, 2025, for the public to present their views on the proposed Application. The Public Workshop will be held at 1:00 p.m., at the Southern Nevada Health District's Red Rock Conference Room, 280 S. Decatur Blvd, Las Vegas, Nevada 89107. Written submissions are encouraged. For additional information, call (702) 759-0660.

ATTACHMENT I: FACT SHEET



FACT SHEET

NEVADA DEPARTMENT OF TRANSPORTATION

Application for Permit to Operate a
Solid Waste Storage Bin Facility
123 East Washington Ave, Las Vegas, NV 89101
APN: 139-27-603-005 and 139-27-603-019
Zoned: C-V, Civic Facility

FACILITY
OWNER and
OPERATOR:

Nevada Department of Transportation, Las Vegas Maintenance Yard
123 East Washington Ave.
Las Vegas, NV 89101
(702) 385-6500

SIZE:

This facility is located on approximately 704,800 square feet within NDOT's Las Vegas Maintenance Yard, which is fully enclosed by fencing. This facility storage has a capacity of approximately 342 cubic yards.

OPERATIONS:

This facility is seeking a permit from the Southern Nevada Health District (SNHD) to operate a *Solid Waste Storage Bin Facility* that provides for the storage of street sweepers, trucks, trailers, and/or portable waste containers which are used for collection of solid waste collected from roadways retrieved from throughout Clark County, Nevada. The collected solid waste will be consolidated at the facility for transport to a permanent disposal site.

This facility will accept *roadway grit/dirt, paper (all types), cardboard, plastic (all types), glass (all types), textiles, mixed metals, green waste, construction & demolition debris (asphalt, concrete, carpet, carpet padding, drywall, wood) and waste tires*. This facility will operate 24/7, 365 days a year, and *will not* be open to the public.

POINT OF
CONTACT:

Daniel C Burns, PE, CEM, REHS, Environmental Health Engineer/Manager
Environmental Health Division, Southern Nevada Health District
P.O. Box 3902, Las Vegas, NV 89127-3902
(702) 759-0660, email: burnsd@snhd.org

PERMIT
APPLICATION
FILE:

Available for review by appointment from 8:00 a.m. to 4:30 p.m. Monday through Thursday, at the SNHD Main Facility at 280 S Decatur Blvd, Las Vegas, NV 89107. Copies of documents may be requested for a nominal fee. For further information or to request accommodations for special viewing needs, contact Cherie Custodio at (702) 759-0660 or by e-mail at swpr@snhd.org.

**ATTACHMENT J: PUBLIC WORKSHOP AGENDA, SIGN IN SHEET, AND MINUTES
(Page 1 of 8)**



PUBLIC WORKSHOP AGENDA
Nevada Department of Transportation
123 East Washington Avenue, Las Vegas, NV 89101
APN 139-27-603-005 and 139-27-603-019

Wednesday, January 29, 2024, 1:00pm
Southern Nevada Health District
Red Rock Conference Room
280 S Decatur Blvd, Las Vegas, NV 89107

I. Introductory Remarks	Daniel Burns, PE, CEM, REHS Environmental Health Engineer Manager Southern Nevada Health District (SNHD) Environmental Health Division EH Engineering Program Introduction of SNHD Environmental Health Staff
II. Public Comments on Agenda Items	Participants will use the microphone at the front of the room. Each participant will identify themselves and their organization. By email: swpr@snhd.org For comments submitted prior to and during the live meeting: Include your name, zip code, 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.
III. Description of the SNHD Plan Review Process	Daniel Burns, PE, CEM, REHS Environmental Health Engineer Manager SNHD-EH Engineering Program
IV. Public Comments	See above for instructions for submitting public comments.
V. Summary & Final Comments	Daniel Burns, PE, CEM, REHS
VI. Adjournment	Daniel Burns, PE, CEM, REHS

THIS AGENDA HAS BEEN POSTED on the SNHD website at <https://www.southernnevadahealthdistrict.org/news-info/public-notices/> and on the Nevada Public Notice website at <https://notice.nv.gov>. For copies of agenda materials, please contact (702) 759-0660. In addition, handouts will be available at each workshop.

NOTE: Disabled members of the public who require special accommodations or assistance at the meeting are requested to notify Cherie Custodio in Environmental Health at SNHD by calling (702) 759-0660.

**ATTACHMENT J: PUBLIC WORKSHOP AGENDA, SIGN IN SHEET, AND MINUTES
(Page 2 of 8)**

MEETING	Public Workshop- Solid Waste Plan Review	DATE	January 29, 2025
FACILITATOR	Dan Burns	TIME	1:00 p.m.
LOCATION	Red Rock Conference Room		



**NEVADA DIVISION OF TRANSPORTATION AT 123 WASHINGTON
AVENUE MAINTENANCE YARD - STORAGE BIN FACILITY**

NO.	NAME & ADDRESS (PLEASE PRINT)	PROGRAM/AGENCY/AFFILIATION	EMAIL	PHONE	SIGNATURE
1.	Daniel Burns EH Engineer Manager	SNHD/EH	burnsd@snhd.org	702-759-0684	<i>[Signature]</i>
2.	Daniel Isler EH Engineer Supervisor	SNHD/EH	isler@snhd.org	702-759-0564	<i>[Signature]</i>
3.	William Thompson EH SW Compliance Supervisor	SNHD/EH	thompsonw@snhd.org	702-759-0556	
4.	Brian Northam EH SW Compliance Manager	SNHD/EH	northam@snhd.org	702-759-0560	
5.	Cherie Custodio Sr. Administrative Assistant	SNHD/EH	custodioc@snhd.org	702-759-1838	<i>[Signature]</i>
6.	Sarah Rose George EH Engineer	SNHD/EH	george@snhd.org	702-759-0629	<i>[Signature]</i>
7.	<i>Martin Stragnas</i> 280 S. Decatur Blvd	<i>NDOT</i>	<i>mstragnas@ndot.nv.gov</i>	<i>702-683-0282</i>	<i>[Signature]</i>
8.	<i>Brittany Lewis</i> 280 S. Decatur Blvd	<i>SNHD/EH</i>	<i>lewisb@snhd.org</i>	<i>702-759-1595</i>	<i>[Signature]</i>
9.					
10.					

**ATTACHMENT J: PUBLIC WORKSHOP AGENDA, SIGN IN SHEET, AND MINUTES
(Page 3 of 8)**



**Nevada Department of Transportation
Solid Waste Storage Bin Facility
PUBLIC WORKSHOP MINUTES**

Wednesday, January 29, 2025
1:00pm

PUBLIC PRESENT: Martin Straganac, Nevada Department of Transportation

SNHD STAFF PRESENT: Daniel Burns
Daniel Isler
Brittany Lewis
Cherie Custodio
Sarah George

I. INTRODUCTORY REMARKS

Daniel Burns, Environmental Health Engineer Manager for SNHD's EH Engineering Solid Waste Plan Review program opened the workshop at 1:05 p.m.

Mr. Burns welcomed all attendees and advised everyone to please turn off or silence their cell phones. Mr. Burns explained the purpose of this public workshop is to collect public comments on the application submitted on July 16, 2024, for a permit to operate a Solid Waste Storage Bin Facility, in the City of Las Vegas; namely Nevada Department of Transportation Las Vegas Maintenance Facility, located at 123 East Washington Avenue, Las Vegas, NV 89101, Clark County Assessor's Parcel Number (APN): 139-27-603-005 and 139-27-603-019.

Mr. Burns conducted this workshop, and as this is a public workshop, stated that it is required for all the proceedings be recorded and all the comments received be entered into the record.

Copies of the Agenda, Public Notice, and Fact Sheet are available at the table near the entrance. All attendees are required to sign in. Should it be necessary to do so, the Permit Application is also available electronically for viewing via the monitors located throughout the room in which the workshop is held.

**ATTACHMENT J: PUBLIC WORKSHOP AGENDA, SIGN IN SHEET, AND MINUTES
(Page 4 of 8)**

Mr. Burns informed the audience that the workshop was advertised by Public Notice in the Las Vegas Review Journal on January 12, 2025. Publishing of the Public Notice opened the 30-day period for the public to review and make comments on this permit application. The 30-day period for the public review and comment will end on February 11, 2025. This permit application requires a waiver approval from the District Board of Health. The waiver portion of this application will hopefully be presented to the District Board of Health at their February Meeting, which is February 27, starting at 9:00 a.m.

Mr. Burns reminded the public, in case of an emergency, to exit as instructed by security.

Mr. Burns introduced the Environmental Health staff: located on his far right was Ms. Brittany Lewis, Senior Environmental Health Specialist for Solid Waste and Compliance; to his immediate right was Mr. Daniel Isler, Engineering Supervisor; Ms. Cherie Custodio, Senior Administrative Assistant for Solid Waste Plan Review and Subdivision Plan Review is seated at the end of the table and is recording the minutes; to Ms. Custodio's left is Ms. Sarah George, Environmental Health Engineer, the primary reviewer of this application.

Mr. Burns invited the representative of NDOT to introduce themselves. Martin Straganac, District Engineer for the Nevada Department of Transportation at District I.

II. PUBLIC COMMENTS ON AGENDA ITEMS

Mr. Burns opened the floor for public comment. The public may step forward, identify oneself, the organization they represent, and give their name and address for the record; and then proceed to comment. There were no members of the public to comment.

III. DESCRIPTION OF SOUTHERN NEVADA HEALTH DISTRICT'S PLAN REVIEW PROCESS

Mr. Burns continued with the description of SNHD's Plan Review Process.

The application must conform with the Solid Waste Management Authority's Regulations governing a Solid Waste Storage Bin Facility, as well as other applicable federal, state, and local laws, statutes, and regulations.

The SWMA Regulation's definition of a Solid Waste Storage Bin Facility means a facility that provides one or more portable containers which are used for the collection of SOLID WASTE for transport to a SOLID WASTE MANAGEMENT FACILITY or DISPOSAL SITE. The term does not include residential or COMMERCIAL WASTE containers that are located on or near the site of waste generation.

The Regulations state that prior to commencing the operation of any Solid Waste Management Facility, the owner or operator, responsible person or persons, business entity, or agent must make written application for an initial permit on forms provided by

**ATTACHMENT J: PUBLIC WORKSHOP AGENDA, SIGN IN SHEET, AND MINUTES
(Page 5 of 8)**

the health authority, pay all applicable fees, and receive written approval from the Solid Waste Management Authority to operate.

The following is an outline of the application process.

1. Meetings have been held with the applicant or applicant's representative to discuss regulations and their permit application.
2. An application has been submitted.
3. A preliminary completeness review of the application package is performed.
- 4a. A comprehensive technical review of the application is performed for compliance with the regulations. Review comments are provided to the applicant and communication with the applicant occurs to resolve the comments.
- 4b. Resolution of SNHD review comments are incorporated either as additional information or as revisions to the original application.
5. A public notice is advertised providing the workshop date and District Board of Health hearing date, if needed, as well as opening the period for public comment.
6. A Fact Sheet is made available for viewing.
7. A Public Workshop is held, which is what we are doing today.
8. A memo to the Director of Environmental Health is prepared that summarizes the application and includes the background, discussion, recommendations, attachments, and conclusions.
9. Any public comment(s) are received within the public comment period and the comment(s) cannot be resolved satisfactorily, or there are issues that cannot be worked out between the applicant and SNHD, along with the waiver that will be presented to the District Board of Health as a public hearing. For this waiver, the Public Hearing will be either on the February 27, 2025 meeting or if not accepted for that agenda, then the March 27, 2025 meeting.
10. Upon approval, a permit is drafted.
11. A permitting inspection of the facility is performed.
12. A permit to operate is signed by the Director of Environmental Health and Environmental Health Engineering Manager.

This summarized the application process.

After the permit to operate is issued, fees are collected as part of an annual Waste Management Permit and the facility is periodically inspected by the Environmental Health Solid Waste and Compliance section - the section Brittany is representing.

Any modifications, variance or waivers must be applied for before changes occur or are implemented at the facility.

Mr. Burns concluded Part III of the description and moved on to Part IV.

**ATTACHMENT J: PUBLIC WORKSHOP AGENDA, SIGN IN SHEET, AND MINUTES
(Page 6 of 8)**

IV. PUBLIC COMMENTS ON THE APPLICATION

Mr. Burns summarized the three required parts of the permit application. At the end of this summarization, anyone from the public who wishes to comment may do so.

Part 1

- SNHD Application
- Land Use approval
- Property Deed or Lease Agreement
- Zoning Maps
- Site Photographs

Part 2

- Design Report
- Operating Plan
- Closure Statement, submitted on SNHD Closure Statement Form
- Cost Estimate, submitted on SNHD Cost Estimate Form
- All Plans, as required by the applicable SWMA Regulation(s), for the type of facility being applied for
 - Stand Alone Equipment List
 - Financial Assurance Mechanism

For the record, should this permit be approved, the State of Nevada is exempt from having a Financial Assurance Mechanism.

Part 3

- Business License Application or license
- Business Entity Approval
- Certificate of Occupancy
- Air Quality Approval/Permits,
- Fire Control Approvals/Permits
- Discharge Approvals/Permits such as sewage, stormwater, industrial.
- Stormwater Pollution Prevention Plan (SWPPP) unless the facility's processing and operations are fully indoors.
- Spill Prevention, Control and Countermeasures (SPCC) Plan, as applicable to facility's processing and operations.
- NvOSHA compliant Site Safety Plan (when there are special processes that are part of the facility's operations such as catalytic converter recycling).
- Any other site-specific approvals/permits not listed that are required for the process/operation being applied for.

As part of this application, the applicant is requesting a waiver to temporarily store waste collected from street sweepers outside of a bin. Per NAC 444.66647(f)2, "Storage of solid waste outside of the waste storage bins is prohibited unless approved by the solid waste management authority". The waiver must be presented to the District Board of

**ATTACHMENT J: PUBLIC WORKSHOP AGENDA, SIGN IN SHEET, AND MINUTES
(Page 7 of 8)**

Health for their decision to approve, deny or modify.

For the waiver, the applicant proposed that the facility itself be considered a container. The ability to place collected material from street sweepers directly into covered units that cannot drain is not available. As such, it is proposed that waste material collected via NDOT street sweepers be temporarily unloaded at this facility onto a decantation basin (settling pond). Wet material will be allowed to drain prior to the dry waste being placed in bins to be hauled to the landfill or recycled as appropriate. The facility has a solid, sloped paved floor and a retaining wall to contain overflow. The decantation basin will drain through a designated inlet, where wastewater will travel through a sand/oil separator prior to collection into the sewer system.

“Even under worst expected adverse conditions, the activities allowed under this Waiver are not anticipated to affect the local environment or public health.” The entire facility is fenced to prevent material from leaving the site and to prevent public access to the site. These engineered barriers and processes limit waste access to the public and the environment; therefore, the intent of the standard is maintained.

Mr. Burns once again opened the floor to public comments. Members of the public may step forward, identify oneself, the organization they represent, and give their name and address for the record. There was no member of the public who wished to comment.

V. SUMMARY AND FINAL COMMENTS

Mr. Burns explained that we held this workshop to satisfy the requirements established by the Board of Health to make sure we solicit public comments on our applications for solid waste management facilities.

Mr. Burns invited the applicant to make comments at this workshop. There was no comment from the applicant.

Mr. Burns announced it is now 1:20 p.m. and reiterated for anyone who may have arrived late, the purpose of this public workshop is to collect public comments on the application, submitted on July 16, 2024, for a permit to operate a Solid Waste Storage Bin Facility in the City of Las Vegas; namely NDOT Las Vegas Maintenance Facility, located at 123 East Washington Avenue, Las Vegas, NV 89101, Clark County Assessor’s Parcel Number (APN): 139-27-603-005 and 139-27-603-019.

There is a waiver for this application that will hopefully be presented to the Board of Health at the February 27, 2025 meeting. If it does not make the Agenda, the Waiver application will be presented at the March 2025 BOH meeting. This permit application will not be considered complete until the BOH decides on the waiver application.

Mr. Burns reopened the floor for any public comment on this application. There were no comments from any member of the public.

**ATTACHMENT J: PUBLIC WORKSHOP AGENDA, SIGN IN SHEET, AND MINUTES
(Page 8 of 8)**

Finally, Mr. Burns explained the next steps in the application process which will be to either resolve comments we received during the public comment period which ends on February 11, 2025 or incorporate them into the Waiver application for presentation to the Board of Health on February 27, 2025.

VI. ADJOURNMENT

Mr. Burns thanked the applicant and the public for attending this workshop.

Meeting adjourned at 1:25 p.m.

Cherie Custodio

Cherie Custodio
Senior Administrative Assistant



Memorandum

Date: February 27, 2025

To: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH

From: Daniel Isler, PE, REHS, *Environmental Health Engineer/Supervisor* *DI*
Daniel Burns, PE, REHS, *Environmental Health Engineer/Manager* *DB*
Chris Saxton, MPH-EH, REHS, *Environmental Health Director* *CS*
Cassius Lockett, PhD, *District Health Officer* *CL*

Subject: Variance request for an existing septic system located at 4130 and 4140 W. Dewey Dr., Las Vegas, NV 89118 to remain split across two parcels

I. BACKGROUND:

Ernest Moody ("Petitioner") is requesting a variance to obtain approval for a Tenant Improvement in accordance with Section 3 of the *Southern Nevada District Board of Health Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management* ("SNHD ISDS Regulations") and to allow future building permits to be issued for the properties located at Assessor's Parcel Numbers (APN) 162-30-801-009 and 162-30-801-010, also known as 4140 W Dewey Dr, Las Vegas, NV 89118 and 4130 W Dewey Dr, Las Vegas, NV 89118, respectively (collectively the "Subject Property").

Petitioner requests a variance from Section 3.7 of the SNHD ISDS Regulations, which states that a "Tenant Improvement approval request shall be denied if the existing individual sewage disposal system (ISDS) is in violation of any of these Regulations." The existing septic system is currently in violation of Sections 5.1 and 11.26 of the SNHD ISDS Regulations.

Petitioner further requests a variance from Section 11.26 of the SNHD ISDS Regulations, which states that an "ISDS must be constructed on and remain on the same parcel as the structure(s) it serves." The ISDS serves a single commercial building that is split between both parcels of the Subject Property. The septic tank and most of the leach field were constructed on the eastern parcel (162-30-801-010), with the remainder of the leach field located on the western parcel (162-30-801-009).

Petitioner further requests a variance from Section 5.1 of the SNHD ISDS Regulations, which states that "No septic tank or soil absorption system shall be located within ten feet (10') of any property line..." The ISDS system is within ten feet of the shared property line between the two parcels.

Petitioner states the following with regards to these requirements:

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

"The existing commercial building was built in 1985 and straddles 2 parcels with the property line splitting the building in half. The ISDS was also installed straddling the property line and serves both sides of the building. The installed location is in compliance with all other adjacent property setbacks. However, "SNHD ISDS Regulations", states "No septic tank or soil absorption system shall be located within ten feet (10') of any property or tree, or shall trees be planted within ten (10') of a soil absorption system of septic tank". Therefore, since the ISDS is within 10'-0" of a property line a variance may be required. Since both parcels and owned by the same owner, the variance does not affect any other adjacent properties."

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

"The owner was awarded a government contract to manufacture ammunition shell casings for the U.S. Government in support of the DOD and must be in production within 2 months. During the plan review in September 2024, Clark County Building Department questioned the property line going through the building and instructed to resolve the concern one of the two ways: 1. Merge the parcels thus removed the property line or 2. Provide a Reciprocal Easement Agreement (REA) thus leaving the property line in place and granting full easements for parking, access and utilities. Because of the time sensitive nature of the project, the owner selected the option (REA) since it is the fastest route and hired Kaempher Crowell (Land Use Attorney) to complete and file/record the REA. This was completed in October 2024. The system meets all requirements of the Southern Nevada Health District (SNHD) regulations, with the only exception being its location on the property line between the two parcels owned by the same individual. Importantly, the system does not impact adjacent landowners, adheres to the required setbacks, and is both healthy and fully functional. Additionally, connecting to the city sewer at this time would disrupt the schedule and potentially jeopardize Carson Manufacturing's government contract."

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

“This variance will not be detrimental or pose a danger to public health and safety because the septic system is in full compliance with the SNHD ISDS Regulations.”

The Subject Property is depicted in Attachment D as Lot 3 and Lot 4 of the recorded parcel map, which was approved in 1985. The property has not been improved since the adoption of the current SNHD ISDS Regulations in 2009.

Examination of the Clark County Assessor’s records and parcel genealogy show that Petitioner is the second owner of the property and obtained the Subject Property in February 2022. An analysis of the surrounding area shows that there is one commercial well and 65 permitted septic systems within a square mile of the Subject Property.

II. RECOMMENDATION:

The Subject Property consists of two parcels with one commercial building straddling the two parcels. The two parcels are owned by the same person and one tenant occupies the entire building. The ISDS was uncovered and inspected by Hardin & Sons, Inc. in December 2024 (see Attachments E-F). It appears to be functioning adequately and is in compliance with all other regulations.

Staff are of the opinion that granting the variance would not endanger public health or safety. However, Section 19.4.1 of the SNHD ISDS Regulations states that “Staff will not recommend variance approval for septic systems on lots where municipal sewer is gravity accessible within four hundred feet (400’) from the nearest property line.” The nearest connection point to Clark County Water Reclamation (CCWRD) sewer is directly in front of the property in W Dewey Drive. The Petitioner has initiated the permitting process for sewer connection but requires additional time to complete the process.

Based on the proximity to CCWRD sewer, staff recommend DENIAL of the variance as requested by the Petitioner. If the Board of Health approves the variance, staff recommend approval with the following conditions outlined in Section III.

III. CONDITIONS:

1. Petitioner and their successor(s) in interest shall discontinue use of the ISDS, connect structure it serves to the CCWRD community sewage system, and abandon or remove the ISDS in accordance with SNHD ISDS Regulations within one year of variance approval.
2. Petitioner and their successor(s) will abide by the operation and maintenance requirements of the most current SNHD Regulations governing individual sewage disposal systems.

Attachments:

- A. Variance Candidate Application
- B. Authorization Letter

Variance Request for 4140 Dewey Drive

February 27, 2025

Page **4** of **14**

- C. Justification Letter from the Petitioner
- D. Recorded Parcel Map
- E. Site Plan Prepared by Hardin & Sons, Inc.
- F. Letter from Hardin & Sons, Inc.
- G. Public Notice

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



VARIANCE CANDIDATE WORKSHEET

PART I:

ESTABLISHMENT INFORMATION

Name of Facility/Establishment: Carson Manufacturing, LLC / 4140 W. Dewey
Health Permit Number: _____ Date of Inquiry: 1/8/2025
Name of Operator/ Agent: Robert Nikora
Address of Operator/ Agent: 4140 W. Dewey Las Vegas, NV 89118
Contact Information of Operator/ Agent:
Office Phone: na Cell Phone: (248) 933-3143
Fax Number: na Email Address: Robert@carsonmfgnv.com
If corporation, the name/title of individual to sign for Variance document:
Name: _____
Title: _____

OWNER INFORMATION

Name of Property Owner: Ernest Moody / Robert Nikora
Address of Property Owner: 4140 W. Dewey Drive Las Vegas, NV 89118
Contact Information of Property Owner:
Office Phone: NA Cell Phone: (248) 933-3143
Fax Number: NA Email Address: Robert@carsonmfgnv.com

PROPERTY INFORMATION

Property Address: 4140 W. Dewey Drive Las Vegas, NV 89118
Assessor's Parcel Number (APN): 162 30 801 009/010
Describe location within larger facility (i.e. hotel/casino/resort, etc.):
Free-standing warehouse building on 1.09 acres (split between two parcels)

Describe Variance Issue (s): (Include sections of the Regulation or Nevada Administrative Code that applies to the request for a variance)

The existing ISDS is within 10'-0" of a property line and therefore is not in compliance with section 5 of the "SNHD ISDS Regulations" requiring 10'-0" setback from property line.
However, both parcels are owned by the same owner and there is an existing commercial building that also straddles the property line.
Otherwise, the ISDS is in full compliance with the SNHD ISDS Regulations and does not pose a danger to public health and safety.
Because of this unique circumstance, the owner is burdened to comply with the SNHD ISDS Redularion and thus granted the right to apply for a
variance per Nevada Administrative Code Section 439.200.

Attachment A: Variance Candidate Application (Page 2 of 3)

PART II:

Nevada Administrative Code 439.240 states in general that certain conditions or circumstances must be shown to exist in order for a Board of Health to approve a request for a Variance from adopted public health regulations. A variance application letter (as noted below in PART III) MUST specifically address each of the following issues:

1. There must be circumstances or conditions which are unique to the applicant, and do not generally affect other persons subject to the regulation. Please indicate how your request is unique to your situation and is, therefore, not likely to affect other persons subject to the regulations:

The existing commercial building was built in 1985 and straddles 2 parcels with the property line splitting the building in half. The ISDS was also installed straddling the property line and serves both sides of the building. The installed location is in compliance with all other adjacent property setbacks. However, "SNHD ISDS Regulations", states "No septic tank or soil absorption system shall be located within ten feet (10') of any property line or tree, or shall trees be planted within ten (10') of a soil absorption system or septic tank". Therefore, since the ISDS is within 10'-0" of a property line a variance may be required. Since both parcels are owned by the same owner, this variance does not affect any other adjacent properties.

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

The owner was awarded a government contract to manufacture ammunition shell casings for the U.S. Government in support of the DOD and must be in production within 2 months. During plan review in September 2024, Clark County Building Department questioned the property line going through the building and instructed to resolve the concern one of two ways:
1. Merge the parcels thus removing the property line or 2. Provide a Reciprocal Easement Agreement (REA) thus leaving the property line in place and granting full easements for parking, access and utilities. Because of the time sensitive nature of the project, the owner selected the option (REA) since it is the fastest route and hired Kaempher Crowell (land use attorney) to complete and file/record the REA - this was completed in October 2024. This system meets all the requirements of the Southern Nevada Health District (SNHD) regulations, with the only exception being its location on the property line between two parcels owned by the same individual. Importantly, the system does not impact any adjacent landowners, adheres to the required setbacks, and is both healthy and fully functional. Additionally, connecting to the city sewer at this time would disrupt the schedule and potentially jeopardize Carson Manufacturing's government contract.

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

This variance will not be detrimental or pose a danger to public health and safety because the septic system is in full compliance with the SNHD ISDS Regulations.

Attachment A: Variance Candidate Application (Page 3 of 3)

NAC 439.240 Approval by State Board of Health. (NRS 439.150, 439.190, 439.200)

1. The State Board of Health will grant a variance from a regulation only if it finds from the evidence presented at the hearing that:
 - (a) There are circumstances or conditions which:
 - (1) Are unique to the applicant;
 - (2) Do not generally affect other persons subject to the regulation;
 - (3) Make compliance with the regulation unduly burdensome; and
 - (4) Cause a hardship to and abridge a substantial property right of the applicant; and
 - (b) Granting the variance:
 - (1) Is necessary to render substantial justice to the applicant and enable the applicant to preserve and enjoy his or her property right; and
 - (2) Will not be detrimental or pose a danger to public health and safety.
2. Whenever an applicant for a variance alleges that he or she suffers or will suffer economic hardship by complying with the regulation, the applicant must submit evidence demonstrating the costs of compliance with the regulation. The Board will consider the evidence and determine whether those costs are unreasonable.
[Bd. of Health, Variances Reg. §§ 2.7-2.8, eff. 10-16-80; A 2-5-82; 1-19-84]

PART III:

A Variance Application Letter, which includes all information provided by the applicant on his worksheet, must be submitted in writing to the Environmental Health Division (EHD) Director no later than 40 days before the monthly Board of Health Meeting. **The Application letter must be on the owner's letterhead signed by the Owner/Corporate Officer specifically listing which part(s) of the Regulation the proposed Variance covers with this completed Worksheet as an attachment. The written Application Letter must take particular care in providing statements and evidence of circumstances or conditions and reasons why the District Board of Health should grant the Variance as listed in NAC 439.240 as shown at the top of this page. ALL information you have provided in PART I and II of this Worksheet must be included in the body of the letter.** The evidence required may include 8 1/2" x 11" or 11" x 17" detailed drawings and/or photographs.

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

This section to be completed by SNHD staff ONLY

Next closing date is: _____ for the _____ BOH Meeting.

Referred by: _____

(Print Name of REHS)

Completed by: _____ Date: _____

(Print Name of REHS if not by supervisor)

Received by: _____ Date: _____

(Owner/Operator/Agent)

Reviewed by: _____ Date: _____

(Signature of SNHD Manager)

Attachment B: Authorization Letter



KNIT

7250 Peak Drive,
Suite 216
Las Vegas, NV 89128
P 702.363.2222
F 702.363.6060

Nevada
Utah
Washington
Idaho

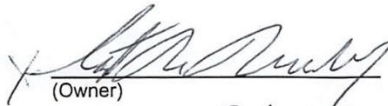
knitstudios.com

Authorization Letter

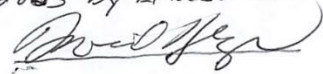
February 5, 2025

Southern Nevada Health District
280 S. Decatur Blvd.
P.O. Box 3902
Las Vegas, Nevada 89127

I, MOODY ERNEST W REVOCABLE TRUST do hereby authorize KNIT to make application for a septic system variance in the matter of 40140 West Dewey Avenue, Las Vegas, Nevada, Assessor's Parcel Number (162-30-801-009, 162-30-801-010). Also, in the event that neither of us can be present at the February 27, 2025 Southern Nevada District Board of Health meeting, KNIT is authorized to speak on my/our behalf. However, we understand that both of us must sign both the letter of request and variance order.


(Owner)

(Notarized) *State of Nevada
County of Clark
This instrument was acknowledged before
me on February 5, 2025 by Ernest W.
Moody*



(Owner)



(Notarized)

John Anderson, RD
Mark McGinty, RD
Eric M. Roberts, FAIA
John Sawdon, AIA

Attachment C: Justification Letter from Petitioner (Page 1 of 2)

January 8, 2025

To: Mr. John DeWolff
Southern Nevada Health District
280 S. Decatur Blvd.
Las Vegas, NV 89107

From: Ernest Moody
4140 W. Dewey Drive
Las Vegas, NV 89118

Reference: **JUSTIFICATION/ HARDSHIP LETTER**
Assessor's Parcel Number: 162 30 801 009/010

Dear Mr. DeWolff:

I am requesting a variance from Section 5.1 of the *Southern Nevada District Board of Health Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management* ("SNHD ISDS Regulations"), which states "No septic tank or soil absorption system shall be located within ten feet (10') of any property line or tree, or shall trees be planted within ten (10') of a soil absorption system or septic tank"

The site is located at 4140 & 4130 W. Dewey Drive in the warehouse district and is comprised of 1.09 acres spread over two adjacent parcels. The existing single commercial building was built in 1985 and straddles the parcels with the property line splitting the building in half. Both parcels including the building are owned by Ernest Moody.

The existing utilities and septic are shared for the entire building which was common construction practice during the 1980's. The building has had a variety of uses with Virginia Hardwood Company being one of the latest tenants until 2022 when the current owner acquired the building and has since remained vacant. The owner is completing minor renovations to the building for Carson Manufacturing, LLC who intends to use the space for manufacturing ammunition shell casings for the U.S. Government. Having been awarded a government contract, the developer is under a tight timeline to be fully operational within 2 months or may lose the contract.

Attachment B: Justification Letter from Petitioners (Page 2 of 2)

Upon plan review by Clark County Building Department in September 2024, the property line through the building was questioned and the owner was given two options: 1. Merge the parcels thus removing the property line or 2. Provide a Reciprocal Easement Agreement (REA). Because of the time constraints, the REA option was selected, and the REA was drafted by Kaempfer Crowell (Land use attorney) and recorded with Clark County thus granting full easements for parking, access and utilities.

The owner hired Hardin & Sons, Inc to inspect the existing ISDS to ensure compliance with the SNHD ISDS Regulations. As noted in their report, the "septic tank appears to show no sign of deterioration and is clean and the system is at operational level and appears to be functioning fine at this time". Additionally, "The tank and leach field appear to be within the required guidelines for setbacks to the structure and the property lines" (With the exception of the property line dissecting the building).

I respectfully request that the Southern Nevada District Board of Health allow the existing Individual Sewage Disposal System (ISDS) to remain in its current position. This system meets all the requirements of the Southern Nevada Health District (SNHD) regulations, with the only exception being its location on the property line between two parcels owned by the same individual. Importantly, the system does not impact any adjacent landowners, adheres to the required setbacks, and is both healthy and fully functional. Additionally, connecting to the city sewer at this time would disrupt the schedule and potentially jeopardize Carson Manufacturing's government contract.

If you have any questions regarding this matter, please contact me.

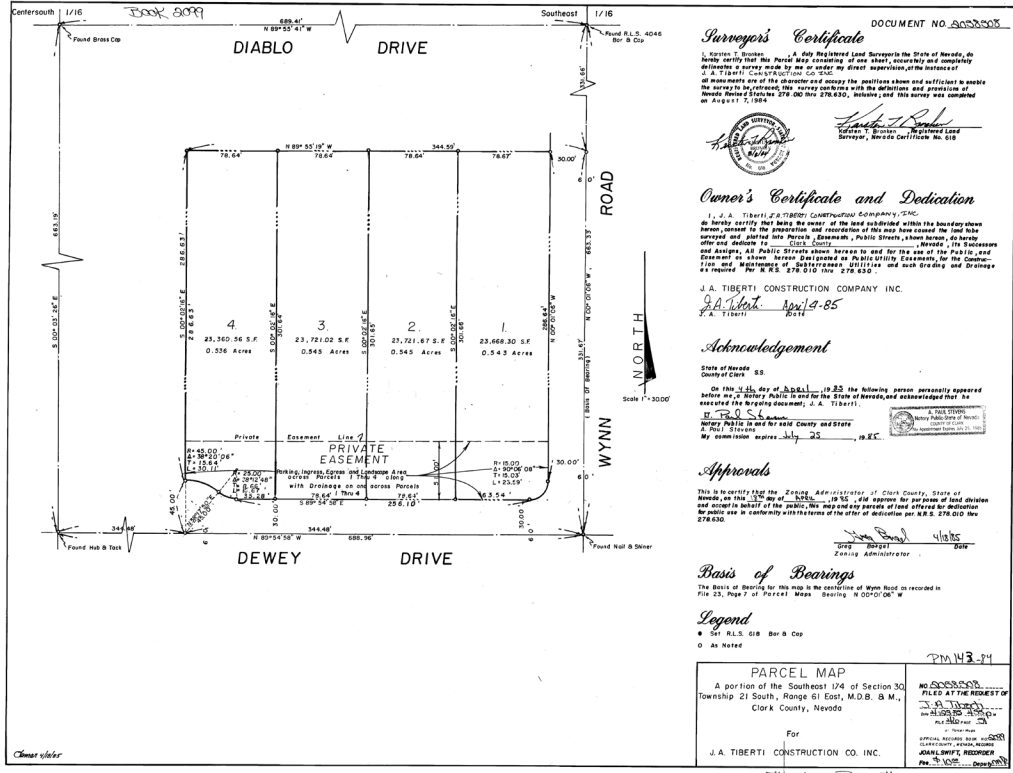
Sincerely,



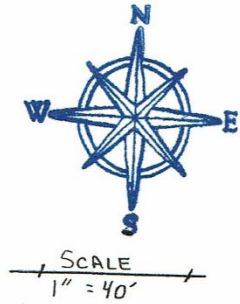
01/08/2025

Ernest Moody

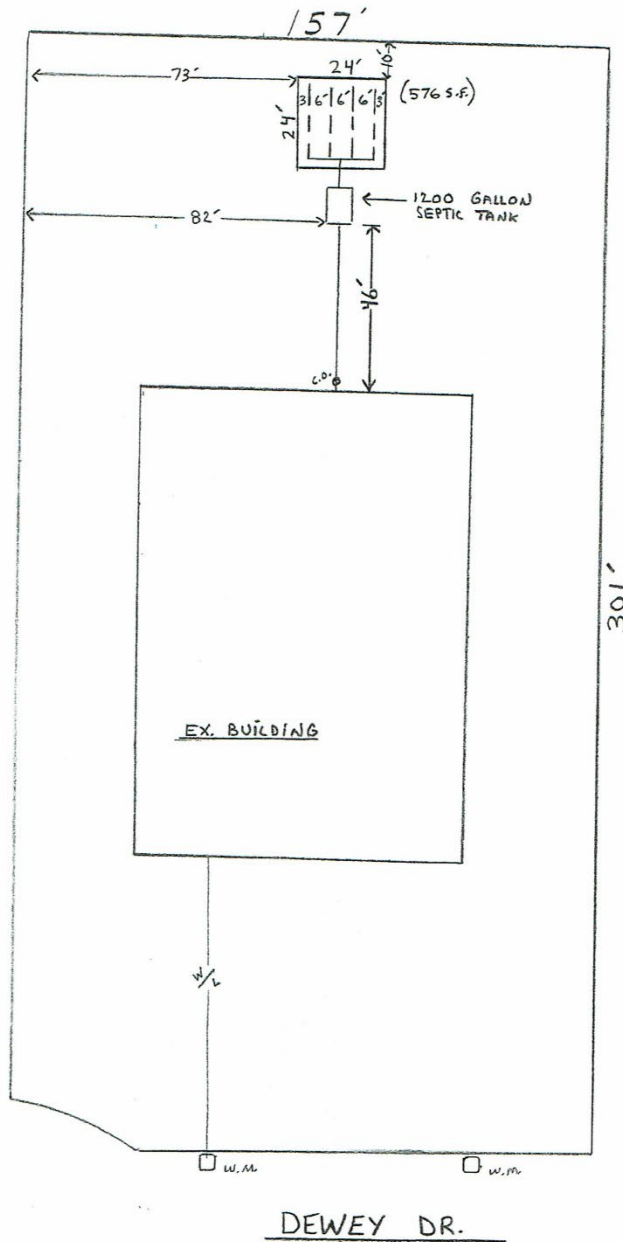
Attachment D: Recorded Parcel Map



Attachment E: Site Plan Prepared by Hardin & Sons, Inc.



4140 W. DEWEY DRIVE
APN# 162-30-801-009
APN# 162-30-801-010
SNHD PERMIT# Y056W-2H3-10



Attachment F: Letter from Hardin & Sons, Inc.

HARDIN & SONS, INC.

Custom Excavating
Contractors Lic. #0030813
Hardin.Sons@gmail.com

201 W. Cheyenne Ave.
North Las Vegas, NV 89030
Tel (702) 399-3878
Fax (702) 399-2032

December 19, 2024

To Whom It May Concern:
RE: 4140 W Dewey Dr.
Las Vegas, NV
SNIID Permit # Y056W-3H3-10

Phone: 248-933-3143
Email: Robert@4140armory.com

This letter is to inform you of the results per my inspection at 4140 W Dewey Dr. regarding the status of the existing septic system.

The septic tank is located on the north side of the building with the leach field extending to the north. The Southern Nevada Health District permit and inspection report reflect a 1200 gallon septic tank and 576 sq. ft. leach field. The tank and leach field appear to be within the required guidelines for setbacks to the structure and the property lines.

The septic tank appears to show no sign of deterioration. The tank appears to be clean and the system is at operational level and appears to be functioning fine at this time. The Southern Nevada Health District recommends the septic tank be pumped out every four to six years.

The Southern Nevada Health District requires all trees to be at least 10 ft. from the septic tank and leach field.

If you have any further questions please feel free to contact me at 702-399-3878.

Sincerely,



Dale Martin
President
Hardin & Sons, Inc

Attachment G: Public Notice



PUBLIC NOTICE

The Southern Nevada District Board of Health will conduct a PUBLIC HEARING on Thursday, February 27, 2025 at 9:00 AM during its regular monthly meeting in the Red Rock Conference Room at the Southern Nevada Health District at 280 S. Decatur Blvd., Las Vegas, Nevada, to approve or deny a variance request filed by Ernest Moody (“Petitioner”), to allow an existing individual sewage disposal system to remain serving two properties located at 4130-4140 W Dewey Dr, Las Vegas, NV 89118, APNs 162-30-801-009 and -010.

The variance is requested to allow the Petitioner to obtain approval for a Tenant Improvement in accordance with Section 3 of the *Southern Nevada District Board of Health Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management* and to allow future building permits to be issued. The variance will allow the existing septic system to remain split across two parcels.

All interested persons may appear at the hearing and state their positions. All written and oral submissions will be considered by the Southern Nevada District Board of Health. Written comments must be forwarded by February 26, 2025 to:

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

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

- S -

Chris Saxton, MPH-EH, REHS
Environmental Health Director

February 11, 2025
Date



DATE: February 27, 2025

TO: Southern Nevada District Board of Health Members

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

SUBJECT: District Health Officer Report

Southern Nevada Public Health Laboratory Groundbreaking

The Southern Nevada Health District hosted a groundbreaking ceremony to mark the expansion of the Southern Nevada Public Health Laboratory on February 19. The addition of 12,600 square feet will enhance the laboratory's capacity to support local and neighboring counties, improve pandemic preparedness and foster collaborations with academic institutions.

Attendees also had the opportunity to participate in guided tours of the current laboratory facility to learn more about its role in communicable disease surveillance, high-complexity testing and emergency response efforts.

The COVID-19 pandemic underscored the need for increased public health capacity. As Southern Nevada's population continues to grow, expanding the laboratory will enhance the region's ability to respond to public health threats efficiently. In-house testing improves turnaround time and reduces cost, ensuring the community is better prepared for emerging health challenges.

To learn more about the Southern Nevada Public Health Laboratory, view a video on the Health District's YouTube channel at <https://www.youtube.com/watch?v=4GoQE9M0glw>.

National Black HIV/AIDS Awareness Day

In observance of National Black HIV/AIDS Awareness Day, the Southern Nevada Health District joined with partners for a community health fair on Friday, February 7, to provide additional health services to the public. National Black HIV/AIDS Awareness Day highlights efforts to reduce HIV as well as other sexually transmitted infections and address HIV stigma in Black/African American communities.

The health fair was presented by the Southern Nevada Health Consortium and held at Mario's Westside Market, 1425 W. Lake Mead Blvd., Las Vegas, NV 89106. The Henderson Equality Center offered free HIV testing, and the Health District provided Sexually Transmitted Infection (STI) testing in addition to safe sex kits and education about pre- and post-exposure prophylaxis (PrEP, PEP).

The Health District also offered blood pressure screenings, smoking/vaping cessation information and vaccinations for mpox, COVID-19 and flu. The event included food, vendors and free entertainment. Attendees were able to schedule mammograms provided by Nevada Health Centers, and most major insurances are accepted.

National Black HIV/AIDS Awareness Day culminated with the Awareness Day Dinner at The Center. With the theme, “Climbing Higher Mountains,” the free evening of food, family and community included presentations from local leaders and performances from homegrown talent. Free HIV testing was also available.

Additional Testing Opportunities

Free HIV testing was available on February 7 at the Health District’s Fremont Public Health Center, 2830 E. Fremont St., Las Vegas, NV 89104, for clients without symptoms related to sexually transmitted diseases. No appointments were needed. Additional testing for syphilis, gonorrhea and chlamydia was also available.

The Health District’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. No appointments are needed, but clients must be without symptoms. Additional testing for syphilis, gonorrhea and chlamydia is also available at the following locations:

- 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.

Same-day HIV testing and treatment services are also available in the Southern Nevada Community Health Center, 280 S. Decatur Blvd., Las Vegas, NV 89107, and at the Fremont Public Health Center. HIV services include testing, medical, behavioral health, nutrition, case management, pharmaceutical, and education. PEP and PrEP navigation and treatment are available for those who test negative for HIV. Services are offered for insured and uninsured patients. Sliding fee scale discounts are available to all self-pay patients who qualify.

Additionally, free at-home HIV test kits are available through the Health District’s [Collect2Protect](#) program.

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

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

American Heart Month

February is American Heart Month, and the Southern Nevada Health District and community partners offered free programs and classes throughout the month to help people reduce their risk factors for heart disease. Heart disease and stroke are the first and fifth leading causes of death in the United States, respectively. Every 43 seconds, someone in the U.S. has a heart attack, and every four minutes, someone dies from a stroke. In 2022, cardiovascular disease accounted for 702,880 deaths in the U.S., with heart disease and stroke claiming more lives than all forms of cancer and chronic lower respiratory disease combined.

In Clark County, 3.5% of adults reported experiencing angina or coronary heart disease in 2023, up from 3.2% in 2021. 5.2% of adults reported experiencing angina, coronary heart disease or heart attack in 2023. White non-Hispanic adults had the highest prevalence of these conditions:

- White non-Hispanic: 6%
- Black non-Hispanic: 4.2%
- Hispanic: 2.7%
- Asian non-Hispanic: 1.5%
- American Indian non-Hispanic: Data not available

Maintaining a healthy heart is central to overall well-being. The Health District reminds everyone that it's never too late to adopt healthier habits to reduce the risk of heart attack or stroke and improve cardiovascular health. The Health District teamed up with community partners to offer additional resources to the public during February, but heart healthy classes and resources are available throughout the year. Access the [Get Healthy Clark County](#) website and [Community Calendar](#) for programs, classes and resources.

Tobacco-Free Living Summit

Because We Matter, a smoking and vaping prevention initiative of the Health District's Tobacco Control Program for African Americans in Clark County hosted the 2nd Annual Tobacco-Free Living Summit on January 30 at the Pearson Community Center.

The free, public event focused on the impact of tobacco use among African Americans, featuring experts and community leaders who discussed key issues such as the youth vaping crisis, flavored tobacco products, tobacco control policies and available cessation resources. The summit examined the effects of smoking on the community and was designed to share strategies for reducing tobacco use.

Influenza Surveillance

Influenza surveillance for Clark County, Nevada includes data collected from local acute care hospitals and other health care providers. In Clark County, as of February 1, 2025, for the 2024-2025 influenza season, 1,249 influenza-associated hospitalizations have been reported. Currently, there have been 48 deaths associated with influenza reported for the season. The percentage of emergency department and urgent care clinic visits for influenza-like illness (fever plus cough or sore throat) decreased from 6.0% during weeks 4 to 5.8% during week 5. Currently, Influenza A has been the predominant strain detected within the region. During week 5, 7.8% of outpatient visits reported nationally through the U.S. Outpatient Influenza-like Illness Surveillance Network (ILINet) were due to respiratory illness. This percentage exceeds the national baseline of 3.0%. Among 55 states/jurisdictions, the respiratory illness activity level in the state of Nevada is high.

The Southern Nevada Health District will continue to update the public on the progression of the influenza season and encourage influenza vaccination for all people 6 months of age and older without contraindications. Weekly flu surveillance updates are available on the Health District website at www.southernnevadahealthdistrict.org/news-info/statistics-surveillance-reports/influenza-surveillance/.

Community Meetings

Week ending 02/02:

Ad-hoc Meetings:

- Participated in the HRSA Operational Site Visit (OSV) pre-visit call with the review team

Week ending 01/26:

N/A

Week ending 01/19:

Monthly:

- Participated in the individual Southern Nevada District Board of Health Agenda Review meeting with Commissioner Kirkpatrick

Quarterly:

- Attended the Southern Nevada Health District Public Health Advisory Board meeting

Biannually:

- Attended the Southern Nevada Community Health Center Strategic Planning Committee meeting

Media/Interviews/Panelist/Presenter/Events:

- Attended and Presented at the Grand Opening of the Behavior Health Clinic at the Southern Nevada Health District Main Facility

Week ending 01/12:

Monthly:

- Attended the Big Cities Health Coalition (BCHC) Monthly Member Call

Week ending 01/05:

N/A

Legislative Update

February 27, 2025

Public Health Improvement Funding

- \$15 million included in Public Health Improvements Budget
- Presented in February 19th Assembly Ways and Means/Senate Finance Subcommittees on Human Services Meeting

First House Bill Hearings

- [AB76](#) – Revises provisions related to cannabis. (Cannabis Consumption Lounges/NV Clean Indoor Air Act)
- [AB104](#) – Revises provisions relating to water. (Water Rights)
- [SB24](#) – Provides for the certification and regulation of emergency medical responders. (Emergency Medical Responders)
- [SB43](#) - Revises provisions relating to environmental protection. (Solid Waste and Water)

Additional Bills

- [AB50](#) – Revises provisions relating to victims of a mass casualty event. (Mass Casualty Database)
- [AB102](#) – Revises provisions relating to emergency medical services. (Emergency Medical Services)
- [AB208](#) – Restricts the use of certain products by governmental entities and government-funded entities. (Patented Products Usage)

Additional Bills

- [AB244](#) - Enacts prohibitions relating to the use of disposable foodware containers containing polystyrene foam by certain food establishments. (Polystyrene Ban)
- [SB78](#) - Revises provisions relating to boards, commissions, councils and similar bodies. (Board Consolidation)
- Food Bills

Additional Information

- 19 Fiscal Note Requests Received from LCB
- Health Note BDR

MEMORANDUM



Date: February 27, 2025

To: Southern Nevada District Board of Health

From: Kim Saner, J.D., M.A., SPHR, *Deputy District Health Officer-Administration* 
 Cassius Lockett, PhD, *District Health Officer* 

Subject: **Administration Division Monthly Report – January 2025**

Executive Summary 1

Office of Communications 2

Contracts Administration 3

Facilities 4

Finance 4

Health Cards 6

Human Resources (HR) 6

Information Technology (IT) 8

Workforce Team – Public Health Infrastructure Grant (PHIG) 8

Appendix A – Office of Communications 11

Appendix B – Finance – Payroll Earnings Summary – November 23, 2024 to December 6, 2024 13

Appendix C – Finance – Payroll Earnings Summary – December 7, 2024 to December 20, 2024 15

Appendix D – Finance – Payroll Earnings Summary – December 21, 2024 to January 3, 2025 17

Appendix E – Finance – Payroll Earnings Summary – January 4, 2025 to January 17, 2025 19

Appendix F – Finance – Payroll Earnings Summary – January 18, 2025 to January 31, 2025 21

Executive Summary

The Office of Communications issued five Press Releases and staff created new branding and support materials for the 2025 Walk Around Nevada Employee Challenge engagement event. Legislative Affairs staff monitored the Nevada Electronic Legislative Information System (NELIS) and began responding to LCB fiscal note request. Facilities staff installed a new access-controlled employee entrance and new cameras in Annex B. Health Cards served 11,891 total clients, including 2,468 clients renewing online. As of February 10, 2025, the Health District had 827 active employees. Human Resources arranged 12 interviews, extended 12 job offers (three declined) and onboarded five new staff. There were five terminations, two retirements, two promotions, no transfers and two demotions. Ten employment opportunities were posted.

Office of Communications

Press:

- Respiratory illnesses
- Behavioral Health Clinic
- Fentanyl overdoses
- Diabetes self-management
- Wolfgang Puck restaurant closure

Seven hundred and thirty-five news clips related to the Health District, local news coverage and national coverage of public health topics were compiled in January. Coverage includes traditional print, broadcast, digital and online media outlets. A complete list is available at <https://media.southernnevadahealthdistrict.org/download/oc/202525-PI-Report.pdf>.

Advertisements, Projects Completed and Social Media Summary:

In January, staff created new branding and support materials for the 2025 Walk Around Nevada Employee Challenge engagement event. Staff worked with team members from the Southern Nevada Community Health Center to develop new directional signs for the Health Center lobby and provided ongoing product support for the Office of Chronic Disease Prevention and Health Promotion, Environmental Health and Administration. The Office of Communications responded to 218 public information email inquiries and handled 95 internal project requests. These included graphic design, website content, advertising and marketing, outreach materials and translation services. Staff updated the Health District websites including SNHD.info, SNHD.info/covid and GetHealthyClarkCounty.org.

On social media, staff focused on promoting the Strip Club (fentanyl and xylazine test strips), Your Shot campaign, COVID-19 Self-Test Vending Machines, PrEP and PEP Education, Nutrition Challenge, A Healthier Tomorrow Podcast (Tobacco-Free Living Summit), Cervical Cancer Awareness Month, Because We Matter, Behavioral Health Open House, Neon to Nature, CredibleMind, HPV Vaccine Survey, Board of Health recognitions, Healthy Holidays, holiday closures and new releases.

Community Outreach and Other:

- Three Square Food Bank/Supplemental Nutrition Assistance Program, Low Income Energy Assistance Program and Temporary Assistance for Needy Families program clients processed: 31
- Department of Welfare & Supportive Services Medicaid/Supplemental Nutrition Assistance Program applications: 210

Legislative Affairs Update:

- Reviewed legislation and bill draft requests introduced through the Nevada Electronic Legislative Information System (NELIS) to identify items that require close tracking and further discussion due to their relevance to the Health District. Updated spreadsheet to track all relevant legislation.
- Engaged with staff to discuss legislative matters, gather insights on potential impacts, and align on priorities.
- Provided an overview of the legislative process to help staff understand and engage with legislative matters.
- Tracked budget proposals that may affect the Health District's funding or operations.

- Coordinated with key stakeholders to discuss legislative impacts.
- Began receiving and responding to LCB fiscal note requests.

Meetings and Events of Note:

- 01/02/25: Website Committee Kick-off meeting
- 01/08/25: Volunteer Orientation
- 01/09/25: Children’s Advocacy Alliance Policy Summit
- 01/10/25: Big City Health Coalition Monthly Communications call
- 01/14/25: Behavioral Health Clinic Open House
- 01/14/25: Northern Nevada Public Health meeting
- 01/14/25: Nevada Tobacco Control & Smoke-free Coalition Policy Committee meeting
- 01/15/25: CDC/National Public Health Information Coalition Monthly call
- 01/15/25: Bridge Grant diversity sponsorship/partnership meeting
- 01/15/25: 2025 Local Government Fiscal Note training
- 01/16/25: Nevada Public Health Association Advocacy training
- 01/17/25: Nevada Tobacco Control & Smoke-free Coalition meeting
- 01/17/25: Legislative Working Group Update meeting
- 01/17/25: Health Districts and Senate Health and Human Services meeting
- 01/22/25: Nurse-Family Partnership meeting
- 01/23/25: Public Health Funding meeting
- 01/23/25: Board of Health meeting
- 01/27/25: Meeting of the Legislative Commissions Budget Subcommittee – DHHS
- 01/27/25: Maternal Child Health program outreach meeting
- 01/27/25: National Infant Immunization Week meeting
- 01/27/25: Accreditation meeting
- 01/28/25: HHS 2025 Biennium Budget Webinar with Director Richard Whitley
- 01/30/25: Media training
- 01/30/25: Future of Public Health in Nevada 2025/Coordinated Legislative Strategy meeting
- 01/31/25: Nevada Tobacco Control & Smoke-free Coalition meeting

Please see Appendix A for the following:

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

Contracts Administration

Period of Performance	Requests Received	Requests w/Expectations of Expedited Completion	% of Expedited Requests Received	Requests Processed
January 1-31, 2025	17	10	59%	20

Facilities

Monthly Work Orders	Jan 2024	Jan 2025		YTD FY24	YTD FY25	
Maintenance Responses	171	484	↑	1,305	2,832	↑
Electrical Work Orders	9	51	↑	71	249	↑
HVAC Work Orders	9	17	↑	151	413	↑
Plumbing Work Orders	15	23	↑	62	137	↑
Preventive Maintenance	39	60	↓	185	247	↑
Security Responses	3,778	2,273	↓	18,386	17,898	↓

Current Projects

Decatur Location

- Installed new access-controlled employee entrance adjacent to Annex B
- Installed new cameras in and around the Annex B
- Installed safety mirror in the FQHC lobby
- Installed filtered water fountains in Health Cards/Vital Records/EMS suite

Fremont Location

- Installed ice machine

Henderson Location

- Created new area at the Henderson Clinic for vaccine refrigeration to allow for better temperature control and expansion for more vaccine storage

Finance

Total Monthly Work Orders by Department	Jan 2024	Jan 2025		YTD FY24	YTD FY25	
Grants Pending – Pre-Award	14	5	↓	34	30	↓
Grants in Progress – Post-Award	8	6	↓	86	72	↓

* 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.

Grants Expired – January 2025						
KEY: P=Pass-through, F=Federal, S=State, O=Other						
Project Name	Grantor	End Date	Amount	Reason	FTE	Comments
H80CS33641-05-04, Health Center Service Area Competition - Quality Improvement for HCSAC (hccqqa24)	F-HRSA	1/31/2025	\$34,932	End of budget period	0.00	Project not expected to be renewed

Grants Expired – January 2025						
KEY: P=Pass-through, F=Federal, S=State, O=Other						
Project Name	Grantor	End Date	Amount	Reason	FTE	Comments
H80CS33641-05-07 Community Health Center Program (hcsac_24)	F-HRSA	1/31/2025	\$33,222,460	End of budget period	4.75	FY2025 renewed
State of Nevada, Office of State Epidemiology, STD Surveillance Program Supplemental Continuation (stdsp_24)	P-CDC	1/31/2025	\$270,792	End of project period	2.66	Project not expected to be renewed

Grants Awarded – January 2025							
KEY: P=Pass-through, F=Federal, S=State, O=Other							
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE
Nevada Clinical Services, Tobacco Control (tobnacs25)	O- Nevada Clinical Services	1/6/2025	7/1/2024	6/30/2025	\$465,300	FY2025 renewal award	0.67
State of Nevada, State Opioid Response (nvnx_25)	P-SAMHSA	1/6/2025	9/30/2024	9/29/2025	\$1,000,000	New effort	0.00
State of Nevada, STD Prevention & Control Program, Year 6 of 6, Amendment #1 (std_24)	P-CDC	1/6/2025	2/1/2024	2/28/2025	\$150,404	Addition of funds	0.00
State of Nevada, Tobacco Control Program, Year 5 of 5, Amendment #1 (tob_24)	P-CDC	1/15/2025	4/29/2024	4/28/2025	\$134,598	Addition of funds	0.00
State of Nevada, Public Health Preparedness Program - Carryover (phpco_25)	P-CDC	1/15/2025	7/1/2024	6/30/2025	\$270,262	FY2024 Carryover in FY2025 approval	0.00

Contracts Awarded – January 2025							
KEY: P=Pass-through, F=Federal, S=State, O=Other							
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE
SNPHL Lab Expansion Project from Clark County, Amendment #1 (lbxcc_23)	P - Clark County	8/16/2022	8/16/2022	12/31/2026	\$0	Extending end date	0.00

Health Cards

1. Appointments continue to be required for food handler card testing and open as follows:
 - a. Advance appointments for our Decatur, Fremont, and Henderson offices open each weekday morning at 6 a.m. for that day in the following week.
 - b. Additional same-day appointments at our Decatur and Fremont offices open for booking each working day by 7:30 a.m. as staffing allows.
 - c. Same-day appointments for our Laughlin and Mesquite offices open for booking each working day at 5:00 a.m.
2. For the month of January, we averaged 80 “passing and paying” online renewal clients per day, with a total of 2,468 clients renewing online.

CLIENTS SERVED	Jan 2025	Dec 2024	Nov 2024	Oct 2024	Sept 2024	Aug 2024
FH Cards – New	6,026	4,368	4,826	6,946	5,933	6,340
FH Cards – Renewals	970	757	747	963	829	930
FH Cards – Online Renewals	2,468	1,709	1,988	2,475	2,671	2,826
Duplicates	671	447	478	569	487	583
CFSM (Manager) Cards	237	183	169	247	225	251
Re-Tests	1,402	1,030	1,037	1,519	1,271	1,450
Body Art Cards	117	83	85	125	42	115
TOTALS	11,891	8,577	9,330	12,844	11,458	12,495

Human Resources (HR)

Employment/Recruitment:

- 0 New job title for January
- 827 active employees as of February 10, 2025
- 5 New Hires, including 0 rehires and 0 reinstatements
- 5 Terminations, including 2 retirements
- 2 Promotions, 0 Flex-reclasses
- 0 Transfers, 0 Lateral Transfers
- 2 Demotions

- 42 Annual Increases
- 12 Interviews
- 12 Offers extended (3 offers declined)
- 10 Recruitments posted
- Turn Over Rates
 - Administration: 0.925%
 - Community Health: 0.97%
 - Disease Surveillance & Control: 1.19%
 - Environmental Health: 1.995%
 - Public Health & Preventive Care: 1.095%
 - FQHC: 0.5775%

Temporary Employees

- 10 Temporary Staff
- 3 New Agency Temporary Staff Members (Express)
- 1 Agency Temporary Staff Members assignment ended

Employee/Labor Relations

- 1 Coaching and Counseling, 0 Verbal Warnings, 0 Written Warnings, 0 Suspensions, 0 Final Written Warnings, 0 Terminations, 0 Probationary Releases
- 3 Grievances
- 0 Arbitrations
- 40 Hours of Labor Meetings (with Union)
- 30 hours investigatory meetings
- 1 Investigation
- 23 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 7 interns and 376 applied public health practice hours in January 2025.

Interns and Clinical Rotations	Jan 2025	YTD
Total Number of Interns ¹	7	106
Internship Hours ²	376	2,050

¹Total number of students, residents, and fellows

² Approximate hours students, residents, and fellows worked in applied public health practice

Safety

- Inquiries – 29
- Investigations – 1
- Safety Publications – 2

Training (In-Person and Online)

- Public Speaking Workshop – 3 participants
- TVS Debrief – 14 participants

New Hire Orientation

- January 6th – 3 New Hires
- January 21st – 2 New Hires

Information Technology (IT)

Service Requests	Jan 2024	Jan 2025		YTD FY24	YTD FY25	
Service Requests Completed	1132	1057	↓	7439	7455	↑
Service Requests Opened	1239	1192	↓	8318	8419	↑

Information Services System Availability 24/7	Jan 2024	Jan 2025		YTD FY24	YTD FY25	
Total System	98.98	97.17	↓	98.96	97.36	↓

*Total Monthly Work Orders by Department	Jan 2024	Jan 2025		YTD FY24	YTD FY25	
Administration	327	278	↓	1958	1935	↓
Community Health	141	101	↓	831	723	↓
Environmental Health	206	133	↓	1318	1182	↓
**Primary & Preventive Care	215	160	↓	1603	1601	↓
**Disease Surveillance & Control	179	126	↓	1038	962	↓
**FQHC	181	228	↑	1180	1541	↑
Other	12	31	↑	102	126	↑

First Call Resolution & Lock-Out Calls	Jan 2024	Jan 2025		YTD FY24	YTD FY25	
Total number of calls received	1239	1192	↓	8318	8419	↑

Workforce Team – Public Health Infrastructure Grant (PHIG)

Workforce Team

- Workforce engagements:
 - Participated in the Monthly CDC Project Officer meeting.
 - Received request for information from CDC Project Officer re: PHIG Comms Team would like to highlight the Nurse Case Manager working on the Congenital Syphilis Program in January.
 - Participated in the Developing Targets for Recipient Performance Measures Zoom call.
 - ASTHO Workforce Monthly call – topics vary from month to month.
 - PHIG reporting Period Four Performance Measures Office Call.
 - PHIG PI Peer Network Monthly Zoom Call – for Primary Investigators to share information.
 - Participated in FutureSync training re: Coaching.

- Participated in the Local Health Department Academy of Science annual meeting, discussion included Public Health Essentials, Survey building 101, and the use of Artificial Intelligence in Public Health - concerns and ethical usage.
- Met with potential new Director of Community Health to discuss the Public Health Infrastructure Grant program.

CDC Requirements

- Received, reviewed, and updated the Public Health Infrastructure Virtual Engagement (PHIVE) platform.
- Received, reviewed, and provided the off-line data collection form for Reporting Period (RP) 3 to update the PHIVE by February 2025.

Performance Management

- Attended demonstration with potential vendor, AchieveIt, as a potential bidder for the performance management system currently satisfied by VMSG for Dashboards tracking progress on the SNHD 5-year Strategic Plan and Reaccreditation progress.
- Met with vendor, TextHelp (aka Read & Write), to explore office software and tools. The hypothesis is that with the aid of specialized software, individuals with dyslexia and other neurodiverse conditions (e.g., Autism, ADHS, Tourette's Syndrome) can significantly improve their reading and writing skills, allowing them to excel in academic and professional settings. No action has been taken at this time as local research is done to assess the size of the audience affected.
- Assigned and trained working group from the PM/QI Team to assess effectiveness of the goals set in the 5-year SNHD Strategic Plan.
 - This provides valuable experience for members of the team as QI and Performance accelerate.
- Feedback to Objective authors and leadership is expected in February 2025.

Quality Improvement

- Worked with HR department to post the Behavioral Health QI project using the new Project Charter format. The single page "storyboard" was shared on the multiple "Reader Boards" on monitors throughout District offices providing recognition for the QI project team.
 - This project delivered a 15% increase in the number of patients seen daily with no change in the number of providers.
 - By adjusting the call center appointment setting process and priority of Spanish-speaking clients the waitlist for Spanish-speaking new clients went from 90+ days to 0 days. The waitlist for non-Spanish speaking clients was also reduced to zero at the time of this writing.
- Provided "Just Did It" form and process training for 116 persons from the Disease Surveillance & Control Division. They are now equipped to start small QI projects to build their understanding and experience for larger projects. This is the third division to receive specialized QI training since May of 2024.
- Completed second meeting with NVDPBH and other local Districts/Agencies across Nevada to share tools and practices to drive QI. The short "Just Did It" form used at SNHD was adopted by other local Nevada health departments facilitated by NVDPBH including Tribal partners in Northern NV.

PHAB Reaccreditation

- Technical Assistance through the PHIG grant to plan a virtual site visit contributing to successful Reaccreditation in 2027.
 - Collaborated on a call with PHAB team members to plan the timeline of services to ensure our District the greatest chances of valuable feedback and success in reaccreditation.
- Spent 8 human hours gathering information on Express Testing from Epidemiology and Nurse Managers to satisfy the PHAB Annual Report showing reflection on a defined Public Health Foundational Capability.

PHIG

- Invested 4 human hours with the first two sessions in a cohort of Project Echo (Extension for Community Healthcare Outcomes).
 - Presented by NNPHI and promoted by PHIG to help participants build collaboration within and outside of our local health department.
 - Topics of the interactive, virtual workshop include Building Cross-Organizational Partnerships, Fostering Alliances with your HR Team, Streamlining Grant & Contract Management, Belonging, Wellness Programs, & Creative Offerings.
 - Guest speakers, peer interaction from across the US and territories, and multiple resources for reference are provided.
- Scheduled the final follow up group coaching session for participants in the 2-day Boundary Spanning Leadership (BSL) workshop. The ASTHO facilitators will provide some content and guidance on challenges our participants present regarding encouraging and adopting a QI mindset as part of PHAB Reaccreditation and delivering more results to our community.

Appendix A – Office of Communications

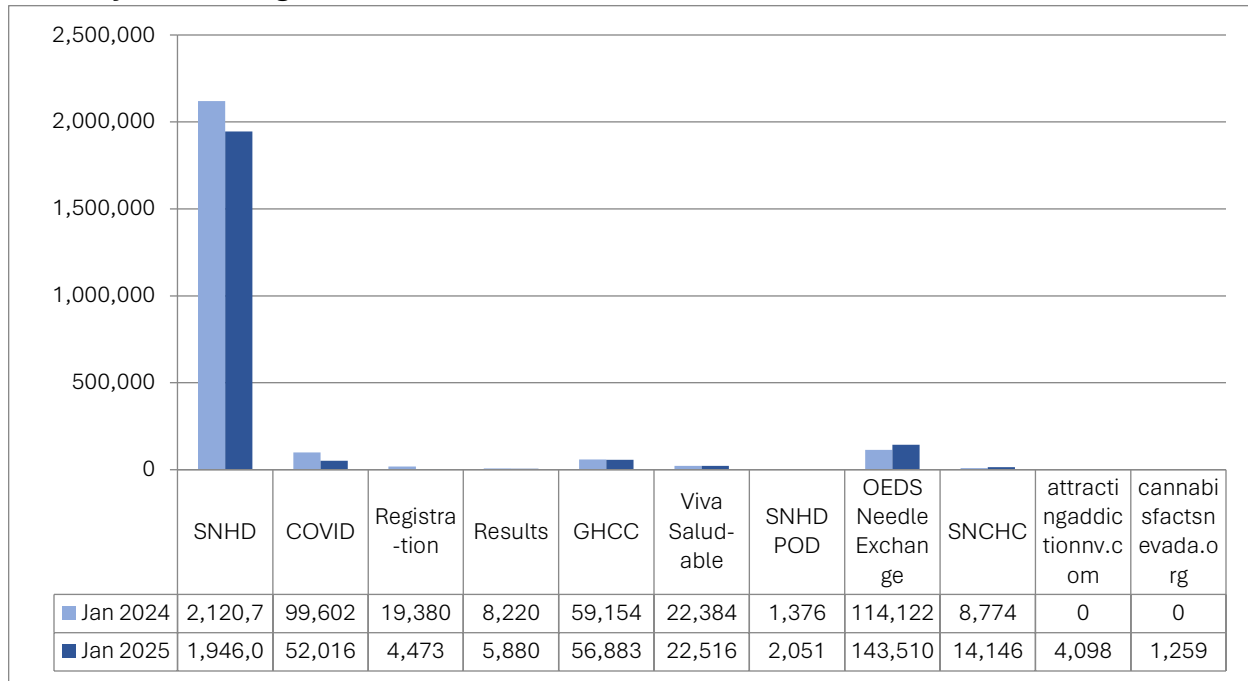
Media, Collateral and Community Outreach Services:

Media – Digital/Print Articles
Media - Broadcast stories
Collateral - Advertising/Marketing Products
Community Outreach - Total Volunteers¹
Community Outreach - Volunteer Hours

	Jan 2024	Jan 2025		YTD FY24	YTD FY25	
Media – Digital/Print Articles	23	13	↓	228	228	=
Media - Broadcast stories	124	41	↓	714	657	↓
Collateral - Advertising/Marketing Products	16	13	↓	131	213	↑
Community Outreach - Total Volunteers ¹	10	10				
Community Outreach - Volunteer Hours	560	630	↑	3,794	4,084	↑

¹Total volunteer numbers fluctuate from month to month and are not cumulative.

Monthly Website Page Views:



*Tracking page visits in 2024 for attractingaddictionnv.com and cannabisfactsnevada.org websites.

Social Media Services		Jan 2024	Jan 2025		YTD FY24	YTD FY25
Facebook SNHD	Followers	13,345	13,507	↑	N/A	N/A
Facebook GHCC	Followers	6,136	6,108	↓	N/A	N/A
Facebook SHC	Followers	1,650	1,639	↓	N/A	N/A
Facebook THNK/UseCondomSense	Followers	5,356	5,254	↓	N/A	N/A
Facebook Food Safety	Followers	155	173	↑	N/A	N/A
Instagram SNHD	Followers	4,419	5,019	↑	N/A	N/A
Instagram Food Safety	Followers	527	535	↑	N/A	N/A
Instagram GetHealthyCC	Followers	155	265	↑	N/A	N/A
*Instagram @Ez2stop	Followers	0	150	↑	N/A	N/A
X (Twitter) EZ2Stop	Followers	431	428	↓	N/A	N/A
X (Twitter) SNHDflu	Followers	1,849	1,785	↓	N/A	N/A
X (Twitter) Food Safety	Followers	100	100	=	N/A	N/A
X (Twitter) SNHDinfo	Followers	10,372	10,059	↓	N/A	N/A
X (Twitter) TuSNHD	Followers	343	358	↑	N/A	N/A

Social Media Services		Jan 2024	Jan 2025		YTD FY24	YTD FY25
X (Twitter) THINK/ UseCondomSense	Followers	691	667	↓	N/A	N/A
X (Twitter) SoNVTraumaSyst	Followers	128	121	↓	N/A	N/A
Threads SNHD	Followers	658	934	↑	N/A	N/A
*TikTok @Ez2stop	Views	0	38	↑	N/A	N/A
**TikTok SNHD	Views	0	150	↑	N/A	N/A
YouTube SNHD	Views	24,9340	20,2419	↓	1,383,670	1,346,719
YouTube THINK / UseCondomSense	Views	434	961	↑	2,076	3,222
<p>Note: Facebook, Instagram and X (Twitter) numbers are not cumulative. *Ez2stop syphilis campaign added to TikTok and Instagram. **SNHD added to TikTok in September 2024</p>						

Appendix B – Finance – Payroll Earnings Summary – November 23, 2024 to December 6, 2024

PAYROLL EARNINGS SUMMARY
November 23, 2024 to December 6, 2024

	Pay Period	Calendar YTD	Fiscal YTD	Budget 2025	Actual to Budget	Incurred Pay Dates to Annual
PUBLIC HEALTH & PREVENTATIVE CARE	\$ 327,976.97	\$ 7,975,555.05	\$ 4,027,102.36	\$ 8,752,968.00	46%	
ENVIRONMENTAL HEALTH	\$ 640,674.15	\$ 15,704,026.53	\$ 7,837,923.60	\$ 16,165,526.00	48%	
COMMUNITY HEALTH	\$ 306,272.85	\$ 7,874,792.18	\$ 3,695,918.39	\$ 8,845,899.00	42%	
DISEASE SURVEILLANCE & CONTROL	\$ 375,588.17	\$ 9,647,757.57	\$ 4,574,271.60	\$ 9,652,903.00	47%	
FQHC	\$ 365,269.29	\$ 8,408,348.46	\$ 4,210,611.00	\$ 9,532,374.00	44%	
ADMINISTRATION W/O ICS-COVID	\$ 588,234.42	\$ 14,100,416.75	\$ 7,282,756.11	\$ 14,907,050.00	49%	
ICS-COVID General Fund		\$ -	\$ -	\$ -	0%	
ICS-COVID Grant Fund	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 2,604,015.85	\$ 63,710,896.54	\$ 31,628,583.06	\$ 67,856,720.00	47%	46%

FTE	827
Regular Pay	\$ 1,828,769.28
Training	\$ 243.92
Final Payouts	\$ 3,526.35
OT Pay	\$ 17,096.61
Leave Pay	\$ 716,933.54
Other Earnings	\$ 37,446.15
TOTAL	\$ 2,604,015.85

BI-WEEKLY OT/CTE BY DIVISION/DEPARTMENT
November 23, 2024 to December 6, 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>
Ubando, Marjorie		3.00	154.63	Cunnington-Morrison, Corey	15.00	489.65
Galaviz, Monica		12.25	814.90			
Bratcher, Kevin		1.75	116.41			
Thede, Stacy		0.50	16.26			
Masters, Christopher		19.25	625.73			
Arzate, Mario		2.00	63.26			
Ines, Heinrich		4.75	150.24			
Murphy, Melissa		2.75	104.28			
Sanabria, Luis		2.00	61.83			
Total Administration		48.25	2107.54		15.00	489.65

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	0.75	25.77
Total Community Health Services		0.00	0.00		0.75	25.77

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		0.75	30.68			
Valdes-Ayala, Beatriz	FP_24 NO MILEA	0.50	20.46			
Bingham, Julie	IMMEQ_22	4.00	273.03			
Bingham, Julie	FP_24 NO MILEA	0.25	17.06			
Henriquez, Sergio	IMMEQ_22	4.00	147.72			
Total FQHC-Community Health Clinic		9.50	488.95		0.00	0.00

PUBLIC HEALTH & 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, Marisol	IMMEQ_22	3.00	154.63			
Enzenauer, Lizette	IMMEQ_22	22.00	1254.42			
Robles, Cynthia		3.00	146.89			
Robles, Cynthia	IMMEQ_22	12.00	587.58			
Nagai, Sage	IMMEQ_22	5.50	365.87			
Wong, Michelle	IMMEQ_22	2.25	142.26			
Delgado, Diana	STD_24	0.25	17.06			
Fisher-Armstrong, Gimmeko		11.00	462.09			
Total Public Health & Preventative Care		59.00	3130.80		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>
Houston, Donna		3.50	257.85	Hemberger, Adriana	9.75	318.27
Garcia, Jason		9.00	598.70	Kuehn, Jennifer	3.00	103.09
Billings, Jacob		2.00	143.52	Valadez, Alexis	3.00	100.38
Cohen, Valerie		3.50	251.16	Sripramong, Jacqueline	3.00	97.93
Edwards, Tara		1.75	122.49	Hall, Alyssa	4.50	132.62
Sheffer, Thanh		11.50	745.06	Dunne, Rebecca	7.50	221.03
Piar, Diane		1.25	80.98	Erickson, Sarah	7.88	232.08
Lett, Kendra		6.75	426.78	Choi, Andrew	10.00	294.72
Pontius, Kevin		1.75	110.65	Concepcion, Derrell Glen	3.00	88.41
Sumera, Erik		2.91	179.31			
Lucas, Brianna		2.00	123.24			
Moreno, Kristina		8.25	482.62			
Cummins, Veronica		1.25	69.50			
Martens, Gary		8.25	447.29			
Blackard, Brittanie		5.00	264.08			
Reyes, Abegail		4.00	206.18			
Darang, Chase		5.00	250.95			
Rakita, Daniel		14.50	709.98			
McCann, Alexandra		10.25	514.45			
Michel, Guillermo		2.50	125.48			
Calzado, Neil		4.50	220.34			
Thein, Kelsey		11.50	563.09			
Wells, Jordan		8.75	428.43			
Brown, Tevin		4.00	195.86			
Najera, Luisa		5.50	269.30			
Craig, Jill		3.25	159.14			
Wade, Cynthia		8.50	416.20			
Jufar, Lydia		2.75	134.66			
Santos-Perez, Itchel		4.00	181.53			
Bidinger, Joy		2.50	122.41			
Galvez, Alexus		1.50	71.56			
Hall, Alyssa		3.50	154.72			
Vinh, Jonathan		3.50	154.72			
Decicco, Natalya		3.25	143.66			
Erickson, Sarah		0.50	22.10			
Choi, Andrew		0.33	14.72			
Roberts, Jamie		2.25	96.88			
Hernandez, Abel		4.75	204.53			
Thompson, Deshawn		3.75	165.77			
Flors, Ryan		3.00	129.18			
Total Environmental Health		186.49	9959.07		51.63	1588.51

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>
Ewing, Tabitha	HIVPRV25	7.50	474.21			
Flournoy, Tiffany		2.00	120.18			
Ortega, Taimi		3.00	129.18			
Barnnett, Sarie	HIVPRV25	4.45	196.71			
Rangel de Oliveira, Audrey		3.00	122.73			
Burgess, Glenn	HIVPRV25	7.50	367.24			
Total Disease Surveillance & Control		27.45	1410.25		0.00	0.00

Combined Total **330.69** **17096.61** **67.38** **2103.93**

Appendix C – Finance – Payroll Earnings Summary – December 7, 2024 to December 20, 2024

PAYROLL EARNINGS SUMMARY
December 7, 2024 to December 20, 2024

	Pay Period	Calendar YTD	Fiscal YTD	Budget 2025	Actual to Budget	Incurred Pay Dates to Annual
PUBLIC HEALTH & PREVENTATIVE CARE	\$ 323,067.09	\$ 8,298,622.14	\$ 4,350,169.45	\$ 8,752,968.00	50%	
ENVIRONMENTAL HEALTH	\$ 642,250.02	\$ 16,346,502.12	\$ 8,480,399.19	\$ 16,165,526.00	52%	
COMMUNITY HEALTH	\$ 301,396.64	\$ 8,176,188.82	\$ 3,997,315.03	\$ 8,845,899.00	45%	
DISEASE SURVEILLANCE & CONTROL	\$ 371,790.34	\$ 10,019,547.91	\$ 4,946,061.94	\$ 9,652,903.00	51%	
FQHC	\$ 363,509.19	\$ 8,771,857.65	\$ 4,574,120.19	\$ 9,532,374.00	48%	
ADMINISTRATION W/O ICS-COVID	\$ 586,864.04	\$ 14,687,280.79	\$ 7,869,620.15	\$ 14,907,050.00	53%	
ICS-COVID General Fund		\$ -	\$ -		0%	
ICS-COVID Grant Fund	\$ -	\$ -	\$ -			
TOTAL	\$ 2,588,877.32	\$ 66,299,999.43	\$ 34,217,685.95	\$ 67,856,720.00	50%	50%

FTE	827					
Regular Pay	\$ 2,258,940.90	\$ 53,785,611.41	\$ 27,862,575.52			
Training	\$ 5,129.60	\$ 161,234.02	\$ 74,876.84			
Final Payouts	\$ -	\$ 508,330.38	\$ 157,580.87			
OT Pay	\$ 11,941.25	\$ 495,312.16	\$ 284,630.82			
Leave Pay	\$ 283,994.25	\$ 9,477,118.21	\$ 4,614,764.58			
Other Earnings	\$ 28,871.32	\$ 1,872,393.25	\$ 1,223,257.32			
TOTAL	\$ 2,588,877.32	\$ 66,299,999.43	\$ 34,217,685.95			

BI-WEEKLY OT/CTE BY DIVISION/DEPARTMENT
December 7, 2024 to December 20, 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>
Munford, Elizabeth		0.50	25.77	Price, Keri		12.00	412.35
Ubando, Marjorie		8.25	425.23				
Galaviz, Monica		4.50	299.35				
Bratcher, Kevin		0.75	49.89				
Tran, Amy		1.75	105.16				
Thede, Stacy		4.00	130.02				
Arzate, Mario		4.00	126.52				
Ines, Heinrich		4.75	150.25				
Gonzales, Fabiana	PH1FN_23 NO M	1.00	38.86				
Murphy, Melissa		13.50	511.88				
Nerveza, Avery John		0.50	15.46				
Stines, Amy		0.33	14.21				
Total Administration		43.83	1892.60			12.00	412.35

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		0.75	25.77
Total Community Health Services		0.00	0.00			0.75	25.77

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>
				Avalos, Mayra	0.75	33.26
Total FQHC-Community Health Clinic		0.00	0.00		0.75	33.26

PUBLIC HEALTH & 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>
Enzenauer, Lizette	IMMEQ_22	21.50	1225.93			
Robles, Cynthia	IMMEQ_22	9.00	440.68			
Arquette, Jocelyn		9.25	681.45			
Zavala, Isaac	IMMEQ_22	0.25	15.81			
Landini, Karleena	115IMM24	0.75	55.60			
Total Public Health & Preventative Care		40.75	2419.47		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>
Sakamura-Low, Miki		2.00	133.05	Santiago, Anthony	4.50	199.57
Garcia, Jason		4.75	315.98	Sharif, Rabea	3.75	154.05
Taylor, George		1.50	99.78	Ramakrishnan, Veena	1.50	60.09
Daspit, Theresa		1.00	66.52	Blackard, Brittanie	3.00	105.63
Billings, Jacob		2.00	143.52	Valadez, Alexis	2.75	92.02
Piar, Diane		10.00	647.88	Diaz-Ontiveros, Luz	17.63	589.74
Lett, Kendra		10.50	663.89	Duque, Armando	0.50	19.50
Ortiz-Rivera, Vanessa		2.50	161.97	Jones, Mallory	5.63	188.21
Sumera, Erik		5.50	338.91	Castillo, Christopher Jay	2.50	73.68
Lucas, Brianna		3.50	215.67	Galvez, Alexis	1.13	35.78
Parangan, Christopher	ANCLPE23	2.00	120.20			
Cummins, Veronica		3.00	166.81			
Martens, Gary		0.50	27.11			
Wills, Jerry		5.00	264.09			
Choi, Jessica	ANCLPE23	2.50	131.41			
Darang, Chase		2.00	100.38			
Rakita, Daniel		3.00	146.89			
Calzado, Neil		12.50	621.86			
Jones, Mallory		2.75	138.02			
Wells, Jordan		1.75	87.83			
Sripramong, Jacqueline		7.75	379.47			
Najera, Luisa		6.00	293.79			
Wade, Cynthia		7.75	379.48			
Ahmed, Maryam		1.75	79.42			
Bidinger, Joy		2.00	97.93			
Constanza, Katherine	ANCLPE23	2.50	113.45			
Gonzalez, Kimberly		7.75	342.59			
Decicco, Natalya		7.50	331.54			
Concepcion, Derrell Glen		11.75	519.41			
Roberts, Jamie		0.75	32.29			
Nwaonumah, Nosa		2.50	107.65			
Hernandez, Abel		3.75	161.47			
Thompson, Deshawn		4.50	198.92			
Total Environmental Health		144.50	7629.18		42.88	1518.27

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>
Total Disease Surveillance & Control		0.00	0.00		0.00	0.00
Combined Total		229.08	11941.25		56.38	1989.65

Appendix D – Finance – Payroll Earnings Summary – December 21, 2024 to January 3, 2025

PAYROLL EARNINGS SUMMARY
December 21, 2024 to January 3, 2025

	Pay Period	Calendar YTD	Fiscal YTD	Budget 2025	Actual to Budget	Incurred Pay Dates to Annual
PUBLIC HEALTH & PREVENTATIVE CARE	\$ 334,373.45	\$ 336,851.67	\$ 4,687,021.12	\$ 8,752,968.00	54%	
ENVIRONMENTAL HEALTH	\$ 636,190.93	\$ 636,190.93	\$ 9,116,590.12	\$ 16,165,526.00	56%	
COMMUNITY HEALTH	\$ 305,924.29	\$ 305,924.29	\$ 4,303,239.32	\$ 8,845,899.00	49%	
DISEASE SURVEILLANCE & CONTROL	\$ 416,574.62	\$ 416,574.62	\$ 5,362,636.56	\$ 9,652,903.00	56%	
FQHC	\$ 375,274.72	\$ 375,274.72	\$ 4,949,394.91	\$ 9,532,374.00	52%	
ADMINISTRATION W/O ICS-COVID	\$ 604,769.67	\$ 604,769.67	\$ 8,474,389.82	\$ 14,907,050.00	57%	
ICS-COVID General Fund	\$ -	\$ -	\$ -	\$ -	0%	
ICS-COVID Grant Fund	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 2,673,107.68	\$ 2,675,585.90	\$ 36,893,271.85	\$ 67,856,720.00	54%	54%
FTE	825					
Regular Pay	\$ 1,139,633.76	\$ 1,140,117.85	\$ 29,002,693.37			
Training	\$ -	\$ -	\$ 74,876.84			
Final Payouts	\$ 42,848.51	\$ 43,511.41	\$ 201,092.28			
OT Pay	\$ 5,884.94	\$ 5,884.94	\$ 290,515.76			
Leave Pay	\$ 1,423,849.33	\$ 1,425,180.56	\$ 6,039,945.14			
Other Earnings	\$ 60,891.14	\$ 60,891.14	\$ 1,284,148.46			
TOTAL	\$ 2,673,107.68	\$ 2,675,585.90	\$ 36,893,271.85			

BI-WEEKLY OT/CTE BY DIVISION/DEPARTMENT
December 21, 2024 to January 3, 2025

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		7.25	482.29	Marquez, Anthony	6.00	120.15
Thede, Stacy		7.00	227.54			
Arzate, Mario		2.00	64.14			
Murphy, Melissa		13.25	502.40			
To, Helen		2.75	145.25			
Total Administration		32.25	1421.62		6.00	120.15
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	2.75	94.50
Total Community Health Services		0.00	0.00		2.75	94.50

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>
Servando, Maria Cristina		0.75	55.25	Avalos, Mayra	0.83	36.59
Servando, Maria Cristina	FP_24 NO MILEA	0.50	36.84			
Total FQHC-Community Health Clinic		1.25	92.09		0.83	36.59

PUBLIC HEALTH & 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>
Robles, Cynthia		5.00	244.82			
Arquette, Jocelyn		11.50	847.21			
Gomez, Karen		6.00	210.41			
Aucalla, Gennesis		6.00	210.41			
Landini, Karleena		0.50	37.07			
Total Public Health & Preventative Care		29.00	1549.92		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>
Edwards, Tara		6.00	430.56	Guzman, Michelle	1.13	55.25
Cummins, Veronica		0.50	27.80	Whiting-Green, Willandra	1.88	79.03
Martens, Gary		1.00	54.22	Smith, Jess	1.50	57.02
Darang, Chase		2.50	125.48	Southam, Jaclyn	6.38	224.47
Darang, Chase	FDILL_25	3.50	175.67	Blackard, Brittanie	0.75	26.41
Rakita, Daniel		9.50	465.17	Kuehn, Jennifer	4.50	154.63
Jones, Mallory		10.25	514.46	Ryan, Erica	7.88	250.46
Craig, Jill		3.50	171.38	Schuler, Emalee	1.88	53.82
Craig, Jill	FDILL_25	1.25	61.21			
Riehle, Joshua		7.00	342.75			
Ahmed, Maryam		2.75	124.80			
Decicco, Natalya		1.75	77.36			
Grave De Peralta, Jelena	PH1EH_23 NO M	0.50	22.10			
Herrera, Carlos		1.50	66.31			
Gamboa, Daidre		0.50	22.10			
Roberts, Jamie		3.25	139.94			
Total Environmental Health		55.25	2821.31		25.88	901.10

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>
				Raman, Devin	5.63	276.26
Total Disease Surveillance & Control		0.00	0.00		5.63	276.26
Combined Total		117.75	5884.94		41.08	1428.60

Appendix E – Finance – Payroll Earnings Summary – January 4, 2025 to January 17, 2025

PAYROLL EARNINGS SUMMARY
January 4, 2025 to January 17, 2025

	Pay Period	Calendar YTD	Fiscal YTD	Budget 2025	Actual to Budget	Incurring Pay Dates to Annual
PUBLIC HEALTH & PREVENTATIVE CARE	\$ 316,676.95	\$ 653,528.62	\$ 5,003,698.07	\$ 8,752,968.00	57%	
ENVIRONMENTAL HEALTH	\$ 636,442.47	\$ 1,274,674.41	\$ 9,755,073.60	\$ 16,165,526.00	60%	
COMMUNITY HEALTH	\$ 303,074.05	\$ 608,998.34	\$ 4,606,313.37	\$ 8,845,899.00	52%	
DISEASE SURVEILLANCE & CONTROL	\$ 373,200.78	\$ 789,775.40	\$ 5,735,837.34	\$ 9,652,903.00	59%	
FQHC	\$ 368,332.88	\$ 743,607.60	\$ 5,317,727.79	\$ 9,532,374.00	56%	
ADMINISTRATION W/O ICS-COVID	\$ 590,292.94	\$ 1,195,062.61	\$ 9,064,682.76	\$ 14,907,050.00	61%	
ICS-COVID General Fund	\$ -	\$ -	\$ -	\$ -	0%	
ICS-COVID Grant Fund	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 2,588,020.07	\$ 5,265,646.98	\$ 39,483,332.93	\$ 67,856,720.00	58%	58%
FTE	824					
Regular Pay	\$ 2,345,931.56	\$ 3,487,197.66	\$ 31,349,773.18			
Training	\$ 4,084.69	\$ 4,084.69	\$ 78,961.53			
Final Payouts	\$ -	\$ 44,404.17	\$ 201,985.04			
OT Pay	\$ 5,386.91	\$ 11,271.85	\$ 295,902.67			
Leave Pay	\$ 207,368.99	\$ 1,632,549.55	\$ 6,247,314.13			
Other Earnings	\$ 25,247.92	\$ 86,139.06	\$ 1,309,396.38			
TOTAL	\$ 2,588,020.07	\$ 5,265,646.98	\$ 39,483,332.93			

BI-WEEKLY OT/CTE BY DIVISION/DEPARTMENT
January 4, 2025 to January 17, 2025

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>
Munford, Elizabeth		1.00	51.54			
Galaviz, Monica		13.25	904.42			
Maldonado, Julie		0.75	42.76			
Kuahiwinui-McGuire, Brandon		2.00	63.27			
Ines, Heinrich		0.50	15.81			
Gonzales, Fabiana		1.75	83.49			
Gonzales, Fabiana	PH1FN_23 NO M	4.50	174.85			
Murphy, Melissa		6.00	227.50			
To, Helen		5.50	290.50			
Total Administration		35.25	1854.14		0.00	0.00
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	0.75	25.77
Total Community Health Services		0.00	0.00		0.75	25.77

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>
Diaz, Michelle		0.50	21.00	Avalos, Mayra	0.38	16.63
Lee, Miriam	HCSAC_24 NO M	0.75	49.89			
Total FQHC-Community Health Clinic		1.25	70.89		0.38	16.63

PUBLIC HEALTH & 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>
D'Costa, Teresa		0.50	36.84			
Arquette, Jocelyn		1.00	73.67			
Hodge, Victoria		11.00	566.98			
Hernandez, Edith		2.50	87.67			
Fisher-Armstrong, Gimmeko		11.00	462.09			
Landini, Karleena		2.00	148.28			
Total Public Health & Preventative Care		28.00	1375.53		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		5.00	323.94	Cavin, Erin	4.50	199.57
Lett, Kendra		5.00	316.14	Clark, Deborah	1.50	66.52
Cummins, Veronica	FDILL_25	0.75	41.70	Robinson, Gary	9.38	415.77
Darang, Chase		1.25	62.74	Brown, Tevin	2.25	75.29
Calzado, Neil		2.50	125.48	Sripramong, Jacqueline	3.75	122.41
Jones, Mallory		2.50	125.48	Gonzalez, Kimberly	2.25	66.31
Craig, Jill		5.75	281.55	Hernandez, Abel	6.00	176.82
Bidinger, Joy		5.00	244.82			
Galvez, Alexis		0.25	11.93			
Hall, Alyssa		1.25	55.26			
Decicco, Natalya		11.25	497.31			
Total Environmental Health		40.50	2086.35		29.63	1122.68

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>
Total Disease Surveillance & Control		0.00	0.00		0.00	0.00

Combined Total		105.00	5386.91		30.75	1165.09
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Appendix F – Finance – Payroll Earnings Summary – January 18, 2025 to January 31, 2025

PAYROLL EARNINGS SUMMARY
January 18, 2025 to January 31, 2025

	Pay Period	Calendar YTD	Fiscal YTD	Budget 2025	Actual to Budget	Incurred Pay Dates to Annual
PUBLIC HEALTH & PREVENTATIVE CARE	\$ 318,125.98	\$ 971,654.60	\$ 5,321,824.05	\$ 9,058,929.17	59%	
ENVIRONMENTAL HEALTH	\$ 645,508.62	\$ 1,920,183.03	\$ 10,400,582.22	\$ 17,395,932.56	60%	
COMMUNITY HEALTH	\$ 305,977.85	\$ 914,976.19	\$ 4,912,291.22	\$ 9,106,716.49	54%	
DISEASE SURVEILLANCE & CONTROL	\$ 375,806.17	\$ 1,165,581.57	\$ 6,111,643.51	\$ 10,380,887.13	59%	
FQHC	\$ 364,622.02	\$ 1,113,565.20	\$ 5,687,685.39	\$ 9,701,463.62	59%	
ADMINISTRATION W/O ICS-COVID	\$ 599,572.39	\$ 1,815,175.44	\$ 9,684,795.59	\$ 15,310,550.82	63%	
ICS-COVID General Fund		\$ -	\$ -	\$ -	0%	
ICS-COVID Grant Fund	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 2,609,613.03	\$ 7,901,136.03	\$ 42,118,821.98	\$ 70,954,479.79	59%	62%
FTE	825					
Regular Pay	\$ 2,101,168.69	\$ 5,589,532.15	\$ 33,452,107.67			
Training	\$ 3,762.17	\$ 7,846.86	\$ 82,723.70			
Final Payouts	\$ 353.07	\$ 68,545.58	\$ 226,126.45			
OT Pay	\$ 16,373.41	\$ 27,645.26	\$ 312,276.08			
Leave Pay	\$ 454,147.12	\$ 2,087,618.55	\$ 6,702,383.13			
Other Earnings	\$ 33,808.57	\$ 119,947.63	\$ 1,343,204.95			
TOTAL	\$ 2,609,613.03	\$ 7,901,136.03	\$ 42,118,821.98			

BI-WEEKLY OT/CTE BY DIVISION/DEPARTMENT
January 18, 2025 to January 31, 2025

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>
Ubando, Marjorie		9.75	502.55			
Galaviz, Monica		3.00	204.78			
Plair, Tonia		18.50	1054.87			
Thede, Stacy		4.00	133.40			
Masters, Christopher		10.25	333.19			
Ines, Heinrich		0.25	7.91			
Murphy, Melissa		11.50	436.04			
Total Administration		57.25	2672.74		0.00	0.00

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	1.00	34.36
Total Community Health Services		0.00	0.00		1.00	34.36

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		1.00	40.92	Avalos, Mayra	2.25	99.78
Trejos, Claudia		0.20	6.85			
Servando, Maria Cristina		0.75	55.26			
Carreon, Eduardo		0.25	16.63			
Total FQHC-Community Health Clinic		2.20	119.66		2.25	99.78

PUBLIC HEALTH & 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>
Robles, Cynthia		13.25	665.02			
Arquette, Jocelyn		0.75	55.25			
Fisher-Armstrong, Gimmeke		11.00	473.65			
Landini, Karleena		1.25	92.67			
Total Public Health & Preventative Care		26.25	1286.59		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		2.25	149.68	Sharif, Rabea	3.25	136.99
Sheffer, Thanh		12.00	777.46	Hemberger, Adriana	11.25	367.24
Piar, Diane		1.25	80.98	Blackard, Brittanie	12.75	448.94
Lett, Kendra		3.75	237.10	Kuehn, Jennifer	3.75	128.86
Lett, Kendra	FDILL_25	7.75	490.01	Sripamong, Jacqueline	11.63	379.48
Ortiz-Rivera, Vanessa		10.00	647.87	Wade, Cynthia	10.50	342.75
Lucas, Brianna		10.50	647.01	Ahmed, Maryam	4.50	136.15
Hernandez, Stephanie		7.50	427.65	Hall, Alyssa	13.50	408.45
Cummins, Veronica		2.50	139.01	Decicco, Natalya	22.88	674.13
Reyes, Abegail		1.50	79.23	Weber, Lauren	11.25	331.54
Rakita, Daniel		8.50	416.20	Hernandez, Abel	0.75	22.10
McCann, Alexandra		7.75	388.98			
Michel, Guillermo		10.50	527.00			
Calzado, Neil		2.75	138.02			
Jones, Mallory		26.50	1330.04			
Sabandith, Vetahya		17.00	853.24			
Thein, Kelsey		7.75	388.98			
Wells, Jordan		3.75	188.21			
Najera, Luisa		7.75	379.48			
Ahmed, Maryam		11.50	521.91			
Bidinger, Joy		8.00	391.72			
Galvez, Alexis		6.75	322.02			
Hall, Alyssa		7.50	331.54			
Decicco, Natalya		-1.00	-44.21			
Roberts, Jamie		26.00	1149.34			
Nwaonumah, Nosa		6.00	265.24			
Hernandez, Abel		15.00	663.08			
Thompson, Deshawn		3.50	154.72			
Total Environmental Health		234.50	12041.51		106.00	3376.63

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>
Ewing, Tabitha	PH1DC_23 NO MILEAGE	4.00	252.91	Raman, Devin	1.50	73.67
				DiGoregorio Amanda	2.25	81.33
Total Disease Surveillance & Control		4.00	252.91		3.75	155.00

Combined Total		324.20	16373.41		113.00	3665.78
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Memorandum

Date: February 27, 2025

To: Southern Nevada District Board of Health

From: **Maria Azzarelli**, *Acting Community Health Director* *MA*
Cassius Lockett, PhD, *District Health Officer* *CL*

Subject: Community Health Division Monthly Activity Report – January 2025

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

A. Chronic Disease Prevention Program (CDPP)

The CDPP partners with Promotoras Las Vegas (PLV) to conduct community blood pressure and prediabetes screenings, education, and referral in community and faith-based settings serving the Hispanic community. In December, PLV conducted a screening at a local housing complex. Thirteen people were screened for blood pressure, six (6) for prediabetes and thirteen (13) people were referred to community diabetes resources/classes.

Community Health Workers (CHWs) of CDPP provide resources to community asset locations to share information and resources. In December, CDPP CHWs conducted outreach to 33 community organizations serving priority populations in 18 zip codes. Over 3,300 materials and chronic disease resources were distributed.

Our CDPP staff receive weekly referral reports from SNHD referring clinics and clinicians for clients with hypertension, diabetes, or prediabetes. CDPP CHWs provide a tailored packet of information with programs, resources, and education related to the topic they were referred for. CHWs also conduct secondary follow-up with clients when an email is provided. Monthly reports documenting client follow-up are provided to the SNHD referring clinic. In December, 47 referrals were made (23 for hypertension, 7 for diabetes, and 17 for prediabetes) and thirteen (13) follow up contacts were made.

This CDPP team develops, implements, and evaluates media and public awareness/education campaigns. In December, CDPP ran two (2) campaigns. The Heart Healthy Holidays campaign consisted of online, social media and bus stop shelter ads. The campaign ran in English and

Spanish and promoted heart healthy behaviors. The campaign reached over 185,700 people. The Blood Pressure Self-Monitoring (BPSM) Program campaign ran in English and Spanish and promoted the free BPSM program provided by SNHD and the YMCA. The campaign reached over 345,000 people and the BPSM class reached full capacity.

CDPP provides support for the CCSD Safe Routes to School (SRTS) program to expand programming among CCSD schools. In December, SRTS conducted Bike Rodeos at nine (9) schools and eleven (11) other schools received a SRTS assembly, positive presence campaign, family engagement activity and or educational presentation.

B. Tobacco Control Program (TCP) Update

Staff participated in the 25th annual Christmas en el Barrio event to promote the PMPT initiative. This event hosted by the Mexican Patriotic Committee, provided free toys and community resources to families and the priority population. The event took place at Civica Nevada Career & Collegiate Academy in North Las Vegas. Staff provided linguistically appropriate tobacco cessation resources and tailored materials to educate on the dangers of vaping products and tobacco use. Smoke-free messaging and signage were posted throughout the venue. Live messages were done on stage promoting smoke-free lifestyles. The event was held on December 24th and had an estimated reach of over 2,000 attendees who were Spanish speakers in the majority.

In December 2024, eight (8) Black-owned restaurants concluded the Because We Matter (BWM): Community Business Partnership Promotion. From October 28, 2024, to December 28, 2024, the establishments shared culturally relevant, BWM-branded educational materials with their patrons, promoting tobacco issue awareness and engagement within the community, and implementing no-smoking policies. Additionally, Five (5) Latino-owned businesses continue participation in an 8-week partnership to promote the Por Mi Por Ti Por Nosotros initiative. The partnership aims to promote tobacco-free lifestyles in a non-traditional setting through the distribution of culturally and linguistically appropriate branded materials. All educational materials are provided to businesses for distribution to their patrons. Businesses have also implemented voluntary smoke-free minimum distance policies to reduce exposure to secondhand smoke in their establishments.

TCP staff are actively communicating with representatives of Nevada State University's (NSU). Staff continue to provide technical assistance to Nevada State to support the adoption of a smoke-free policy on campus. In December, the policy was approved by NSU's Faculty Senate. Once approved by NSU's legal team, it will be presented to the NSU President for signature.

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

A. Regional Trauma Advisory Board (RTAB)

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

ongoing design, operation, and evaluation of the system from initial patient access to definitive patient care.

The Board addressed legislative issues related to traffic safety and reviewed the 3rd Quarter Trauma Field Triage Criteria data reports.

B. OEMSTS – January 2024 / 2025 Data

EMS Statistics	Jan 2024	Jan 2025	
Total certificates issued:	116	102	↓
New licenses issued:	69	73	↑
Renewal licenses issued (recert only):	16	6	↓
Driver Only:	39	54	↑
Active Certifications: EMT:	957	876	↓
Active Certifications: Advanced EMT:	1876	1899	↑
Active Certifications: Paramedic:	2064	2139	↑
Active Certifications: RN:	73	73	=

III. OFFICE OF PUBLIC HEALTH PREPAREDNESS (OPHP)

A. Planning and Preparedness

1. 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 and other limited uses of this information for response and recovery operations. SNHD and community partners from Clark County Office of Emergency Management will be answering questions at a booth for Emergency Management Day in Carson City, NV next month.
2. OPHP continued to review and revise plans, threat response guides, and both internal and external training.
3. The Planners continue to review and revise the CHEMPACK, Nuclear and Radiation, Administrative Preparedness, Mass Care Support, and Highly Infectious Disease plans.
4. Planners continue to update the Nevada Continuity tool in order to streamline the process of generating a usable Continuity of Operations Plan (COOP). Planner has created a working group to complete the COOP process.
5. Twenty-two SNHD employees were fit tested for personal protective equipment during the month of January.
6. Planner II completed PPHR review for a new applicant and met with NACCHO to confirm completion of evaluation on January 22nd.
7. OPHP Planners continue the process of automation of emergency notification system updates with IT and Human Resources.

8. Planners perpetuated revision of SNHD Basic EOP and Direction and Control Annexes.
9. Senior Planner met with representatives from the Closed POD Working group to discuss the direction of the working group and a revamp of the working group materials. Material review is underway.
10. Planners continued work on the development of the 2026 preparedness calendars.
11. Staff were accepted along with ODS staff into NACCHO's Virtual Learning Collaborative for the Inclusion of MCH Populations in Emergency Preparedness and Response. The Kick-Off meeting to the collaboration will be held in February.
12. Senior Planner and supervisor worked with informatics to develop emPOWER dashboard.
13. Our Senior Planner participated in State Strategic Plan – Supply Chain Workgroup. Staff also participated in several other working groups that resulted from the state of Nevada Division of Public and Behavioral Health Public Health Preparedness strategic plan.

B. Training, Exercises and Public Health Workforce Development:

1. Trainers continue to develop Position Specific Task Books and related training curricula. Planning is currently in process for the next round of ICS PST to pre-assigned Emergency Personnel staff on April 15th at SNHD Main location.
2. Trainers provided ICS 300 training at the Las Vegas Metropolitan Police Department on January 14th and continue to support City of Las Vegas training calendars throughout 2025.
3. Trainers provided New Hire Orientation on January 15th to all recently on-boarded SNHD employees.
4. Our Trainer continues to support planning and implementation of Skills Day scheduled for January 30th at SNHD.
5. Planners and Clinical Advisor attended TTX Exercise of City of Henderson on January 9th.
6. Planners continuing efforts to set up the Excessive Heat Seminar.
7. Senior Planners attended MGT-310 Threat and Hazard Identification and Risk assessment training. Class reviewed the steps of the THIRA process.
8. Senior Planner attended HAZWOPER training on January 28th.
9. Senior Planners participate on the SNHD's Website Committee.

C. Southern Nevada Healthcare Preparedness Coalition (SNHPC)

1. The OPHP trainer consistently promotes the TEEX Medical Preparedness & Response to Bombing Incidents at North Las Vegas OEM February 26th - 27th. TEEX Medical Management of CBRNE Events and Radiological Training for Hospital Personnel tentatively planned for September or October 2025, location TBD.
2. OPHP staff approved the 2025 SNHPC HVA Profile and Summary documents for review and approval at the January 2nd Coalition meeting.

3. Trainers and Clinical Advisor confirmed upcoming dates for First Receiver Decontamination Training at Henderson Hospital on March 5th.
4. Planners and Clinical Advisor have finalized the planning efforts for the 2025 Medical Response Surge Exercise.
5. The Planners attended healthcare system partner's Emergency Management Committee Meetings.
6. Our Planners attended the UMC Emergency Preparedness Meetings.
7. Senior Planner and Clinical Advisor conducted a Decontamination Equipment Review with St. Rose Dominican De Lima.
8. SNHPC returned to a monthly scheduled basis, the next meeting is on February 6th.
9. Planners, Clinical Advisor and Trainer continuing development of the Resource Management Annex (SNHPC).
10. OPHP staff presented 2025 SNHPC HVA Profile and Summary documents for discussion and approval at the recent Coalition meeting on January 2nd.
11. Program manager and senior planner continue to leverage HPP award to support equipment and PPE needs of coalition members. Current requests for reimbursement include purchase of AEDs and CPR devices for local and rural fire department EMS to be used following mass casualty incidents and medical surge emergencies.

D. Fusion Center Public Health Analyst:

1. Disseminated public health information between SNHD and the Southern Nevada Counter Terrorism Center (SNCTC).
2. Provided public health input on threat assessments on special event assessment rating (SEAR) 2, 3, and 4 events such as Consumer Electronics Show.
3. Participation in the weekly counter terrorism analytic group (CTAG) meetings.
4. Developed appropriate connections to increase communication between SNHD, SNCTC and its partner organizations.
5. Collaboration with five (5) surrounding fusion centers on areas of public health concern. Produced and distributed monthly joint public health bulletins.
6. Provided SNHD Disease Surveillance and Control with white papers from fusion center sources for situational awareness.
7. Distributed information on major recalls.
8. Providing SNHD IT management team with relevant threat data from Fusion Center sources.

E. Grants and Administration:

1. OPHP received several notices of grant award renewals and no cost extensions from FY 2024.
2. Our Manager continues to participate in leadership training with SNHD contractors.

3. OPHP staff continue to complete budget activities for SNHD finance and coordination of quarterly progress reports for state.
4. The OPHP Manager continues to represent Community Health Division management on various SNHD working group committees.

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.
2. SNHD and MRC hosted Cultural Competency training for Psychological First Aid class for MRC Volunteers, SNHD staff and CERT Volunteers.

MRC Volunteer Hours FY2025 Q3
 (Economic impact rates updated April 2024):

Activity	January	February	March
Training	36		
Community Event			
SNHD Clinic			
Total Hours	36		
Economic impact	\$1205.64		

IV. VITAL RECORDS

- A. January is currently showing a 6.6% increase in birth certificate sales in comparison to January 2024. Death certificate sales currently showing a 5.5% increase in comparison to January 2024. SNHD received revenues of \$35,581 for birth registrations, \$28,405 for death registrations; and an additional \$8,576 in miscellaneous fees.

COMMUNITY HEALTH Vital Statistics Program Birth/Deaths Registered – Fiscal Year Data

Vital Statistics Services	Jan 2024	Jan 2025		FY 23-24 (Jan)	FY 24-25 (Jan)	
Births Registered	1,787	2,335	↑	13,716	14,922	↑
Deaths Registered	1,919	2,175	↑	11,890	12,749	↑
Fetal Deaths Registered	14	30	↑	116	109	↓

COMMUNITY HEALTH Vital Statistics Program Birth/Deaths Certificates – Fiscal Year Data

Vital Statistics Services	Jan 2024	Jan 2025		FY 23-24 (Jan)	FY 24-25 (Jan)	
Birth Certificates Sold (walk-in)	57	8	↓	430	51	↓
Birth Certificates Mail	149	97	↓	892	784	↓
Birth Certificates Online Orders	3,484	3,872	↑	24,408	24,517	↑
Birth Certificates Billed	122	89	↓	781	839	↑
Birth Certificates Number of Total Sales	3,812	4,066	↑	26,511	26,191	↓
Death Certificates Sold (walk-in)	62	62		249	182	↓
Death Certificates Mail	147	125	↓	1,061	1,023	↓
Death Certificates Online Orders	9,219	9,753	↑	52,369	54,827	↑
Death Certificates Billed	39	49	↑	245	294	↑
Death Certificates Number of Total Sales	9,467	9,989	↑	53,924	56,326	↑

COMMUNITY HEALTH Vital Statistics Program Birth/Deaths Cert. Sales by Source – Fiscal Year Data

Vital Statistics Sales by Source	Jan 2024	Jan 2025		FY 23-24 (Jan)	FY 24-25 (Jan)	
Birth Certificates Sold Valley View (walk-in)	1.5%	.2%	↓	1.6%	.2%	↓
Birth Certificates Mail	3.9%	2.4%	↓	3.4%	3%	↓
Birth Certificates Online Orders	91.4%	95.2%	↑	92.1%	93.6%	↑
Birth Certificates Billed	3.2%	2.2%	↓	2.9%	3.2%	↑
Death Certificates Sold Valley View (walk-in)	.7%	.6%	↓	.5%	.3%	↓
Death Certificates Mail	1.6%	1.3%	↓	2%	1.8%	↓
Death Certificates Online Orders	97.4%	97.6%	↑	97.1%	97.3%	↑
Death Certificates Billed	.4%	.5%	↑	.5%	.5%	

COMMUNITY HEALTH Vital Statistics Program Birth/Deaths Certificates Sales – Fiscal Year Data

Revenue	Jan 2024	Jan 2025		FY 23-24 (Jan)	FY 24-25 (Jan)	
Birth Certificates (\$25)	\$93,300	\$101,650	↑	\$662,775	\$654,775	↓
Death Certificates (\$25)	\$236,675	\$249,725	↑	\$1,348,100	\$1,408,150	↑
Births Registrations (\$13)	\$33,085	\$35,581	↑	\$229,944	\$224,081	↓
Deaths Registrations (\$13)	\$27,846	\$28,405	↑	\$154,856	\$162,370	↑
Convenience Fee (\$2)	\$7,258	\$8,018	↑	\$50,216	\$50,626	↑
Miscellaneous Admin	\$1,153	\$558	↓	\$4,923	\$4,626	↓
Total Vital Records Revenue	\$399,317	\$423,937	↑	\$2,450,814	\$2,504,628	↑

COMMUNITY HEALTH Passport Program – Fiscal Year Data

B. PASSPORT SERVICES – Passport Services is appointment only.

Applications	Jan 2024	Jan 2025		FY 23-24 (Jan)	FY 24-25 (Jan)	
Passport Applications	724	1,006	↑	4,373	4,712	↑
Revenue	Jan 2024	Jan 2025		FY 23-24 (Jan)	FY 24-25 (Jan)	
Passport Execution/Acceptance fee (\$35)	\$25,340	\$35,210	↑	\$153,055	\$164,920	↑

V. HEALTH EQUITY

A. The Health Equity program received a No Cost Extension from the CDC COVID Disparities Grant. This extension aims to enhance infrastructure support for COVID prevention and control among underserved populations at higher risk and undeserved.

1. The program maintains collaborations with SNHD programs and grant subrecipients to plan and coordinate COVID community strategies and events.

B. The Health Equity Program works toward reducing health disparities through increasing organizational capacity and implementing community strategies.

C. The Health Equity Program works towards establishing community partnerships and collaborations to increase the capacity of communities to address health disparities.

1. The Health Equity program finalized execution of contracts for the implementation of a new community health strategy with Al-Maun Neighborly Needs and the Clark County Law Foundation. The health strategy will focus on nutrition, education and advocacy.

2. The program continues to collaborate with Al Maun and Golden Rainbow to increase the capacity of the community to address health disparities through their diabetes prevention and Management program and a food distribution program to address food insecurities.

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	33	33
NAAT NG/CT	1407	1407
Syphilis	768	768
RPR/RPR Titers	121/122	121/122
Hepatitis Total	1542	1345
HIV/differentiated	679/15	679/15
HIV RNA	121	121

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 January, the average daily testing was 20 and the average turnaround time was 43 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.
- Since the script problem of Tecan instrument cannot be resolved by manufacture, we asked SNHD Contracts and SNHD Purchasing to discuss with manufacture to return this instrument if it is feasible.

Monthly summary of COVID PCR/NAAT testing:

Month	# PCR & NAAT/#POS	COVID	# PCR & NAAT/#POS
January	471/74	July	
February		August	
March		September	

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 14 Whole Genome Sequencing tests (WGS) as part of PulseNet Foodborne Outbreak Surveillance in January 2025.
5. SNPHL uses Bruker MALDI-TOF instrument for streamlined screening of bacterial isolates. A total # of 175 bacterial organisms have been identified in January.
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 96 SARS-CoV-2-positive RNA extracts per week with expectations of increasing this capacity with appropriate staffing, instrumentation, and method development. As of January 2025, SNPHL has sequenced 47 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.

2025	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Legionella	3											

10. SNPHL provides vector testing for Environmental Services, Viral testing for Zika, West Nile, Western Equine Encephalitis, and Saint Louis encephalitis. Our facility hosted a CDC demonstration for the Vector team. In January, we tested a total of zero (0) mosquito pool samples. There were zero (0) positive WNV mosquito pool samples identified in January. Environmental Health released the test result to the public after we informed the test result to them.
11. As part of the Gonococcal Isolation Surveillance Program (GISP) and enhanced GISP (eGISP), in January, a total of four (4) clinical isolates, Neisseria gonorrhoeae zero (0) isolates and Neisseria meningitidis zero (0) 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.

12. SNPHL performs *C. auris* PCR screening using Real-Time PCR platform. We performed a total of 1743 samples in January.

D. All-Hazards Preparedness:

1. The 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. Our 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 COVID online ordering applications for long-term care facilities.
6. Supplied Biosafety Guidance to Sentinel Sites regarding Monkeypox.
7. Furnished Monkeypox and Bivalent COVID Booster vaccination to laboratory staff.
8. Perpetual Biosafety Training and guidance to SNPHL personnel.

E. January 2025 SNPHL Activity Highlights:

1. SNPHL has a stable CDC supply of Viral Transport Medium (VTM) used in COVID collection kits.
2. CAP IDR-C 2025 Infectious Disease and CAP MGEN-B 2025 *Mycoplasma genitalium*, Molecular Respiratory is 100% grade.
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 contract for clinical chemistry instruments is under development in the Contract Office.
4. SNPHL clinical lab is still working on the validation of the Abbot Alinity clinical chemistry instrument.
5. According to the WGS and genomic data analysis, the Omicron variant KP.3.1.1 and LP.B.1 and XEC lineages are domain lineages in January, from the samples received in

the laboratory. The new hybrid lineage XEC also detected in the late of August till present. Our laboratory will keep sequencing the closed contact samples to help ODS to follow up on the investigation.

6. New influenza surveillance season showed that A/H3 and A/H1, and B/Victoria are major subtypes of influenza.
7. 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 January.
8. The new design may focus on building BSL-3 and Micro lab in the 2nd floor and leaving semi shell for the 1st floor in the Phase I project.

F. COMMUNITY HEALTH – SNPHL – Calendar Year Data

January SNPHL Services	2024	2025	
Clinical Testing Services ¹	5,262	5,575	↑
Epidemiology Services ²	1,378	491	↓
State Branch Public Health Laboratory Services ³	265	0	↓
All-Hazards Preparedness Services ⁴	6	5	↓
Environmental Health Services ⁵	10	69	↑

¹ Includes N. Gonorrhoeae culture, GISP isolates, Syphilis, HIV, CT/GC molecular, Gram stain testing, and COVID Ab immunologic tests.

² Includes Stool culture, EIA, Norovirus PCR, Respiratory Pathogen PCR, Epidemiological investigations, or consultations.

³ Includes COVID 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.

⁴ Includes Preparedness training, teleconferences, and Inspections.

⁵ Includes vector testing.

MEMORANDUM

Date: February 18, 2025

To: Southern Nevada Community Health Center Governing Board

From: Randy Smith, Chief Executive Officer, FQHC *RS*

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

Subject: Community Health Center FQHC Operations Officer Report – January 2025

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.

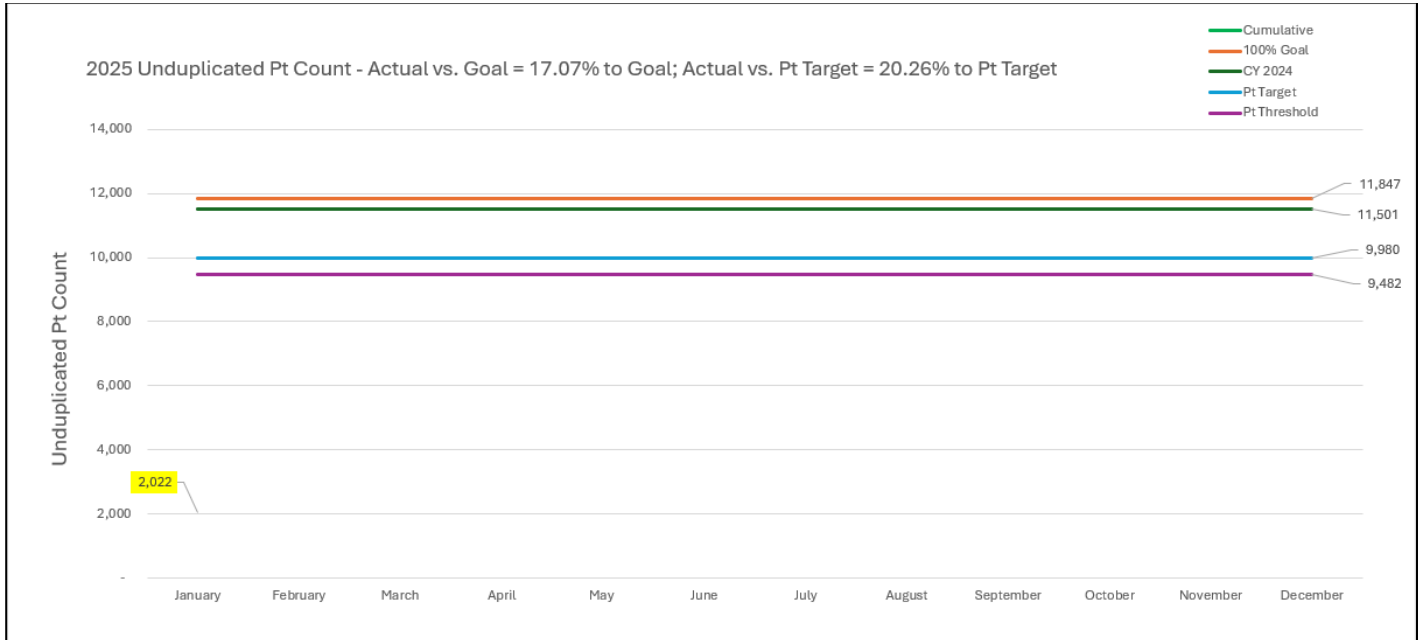
December Highlights

Administrative

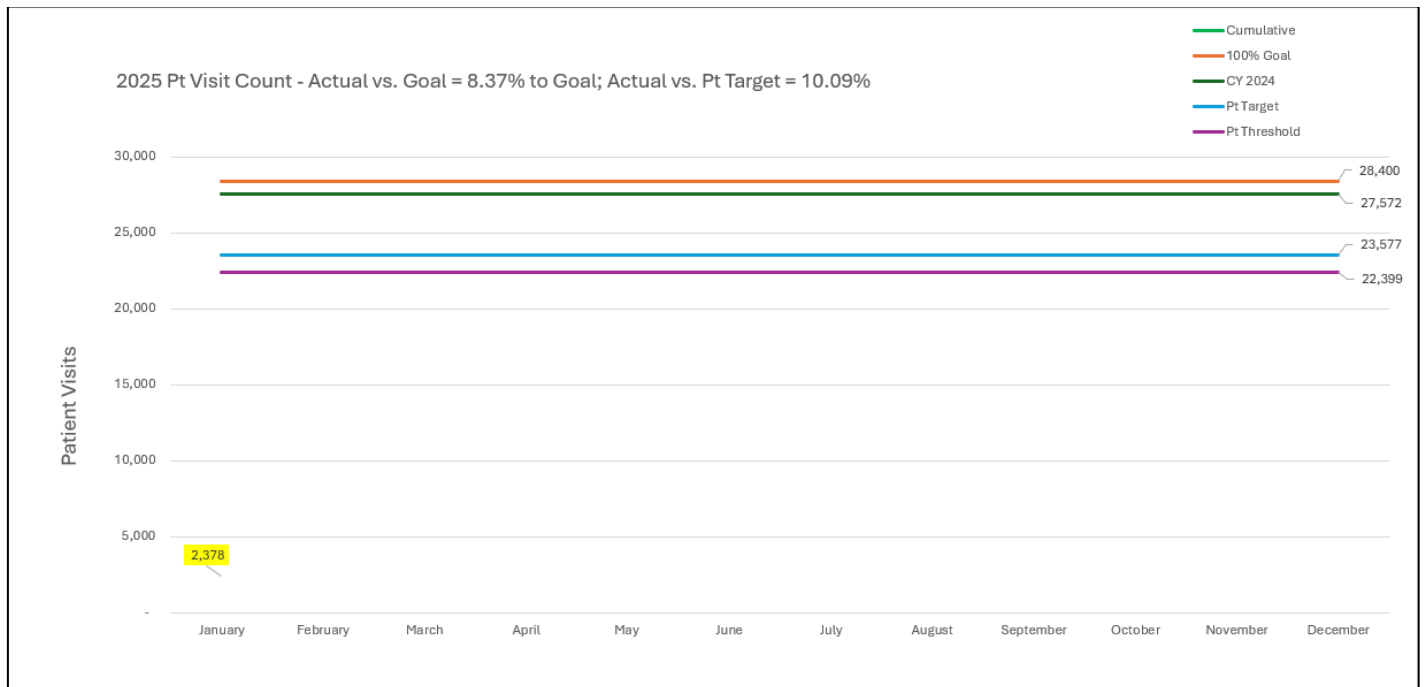
- The health center's new Medical Director started on 2/3/25.
- The HRSA Operational Site Visit (OSV) scheduled for 2/25/25 – 2/27/25 has been postponed. A new review date will be communicated by HRSA.
- HRSA CY24 UDS annual report due 2/14/24.
- HRSA CY24 FPAR 2.0 annual report due 2/28/25.
- HRSA Behavioral Health Technical Assistance engagement in March 2025 (*virtual only*).
- HRSA Family Planning Title X site visit scheduled for September 2025.
- HRSA FTCA redeeming application for CY26 underway.
- A dentist has been brought on as a temporary employee to assist with the development of the health center's oral health program.

Access

Unduplicated Patients – January 2025



Patient Visits Count – January 2025



Provider Visits by Program and Site – January 2025

Facility	Program	JAN			FY25 YTD	FY24 YTD	FY YTD YoY%
		JAN '25	JAN '24	YoY %			
Decatur	Family Health	608	488	20%	3,636	2,703	26%
Fremont	Family Health	417	306	27%	2,085	1,086	48%
Total	Family Health	1,025	794	23%	5,721	3,789	34%
Decatur	Family Planning	177	204	-15%	982	1,008	-3%
Fremont	Family Planning	172	62	64%	854	511	40%
Total	Family Planning	349	266	24%	1,836	1,519	17%
Decatur	Sexual Health	406	585	-44%	3,013	3,960	-31%
Fremont	Sexual Health	144	14	90%	733	14	
ASEC	Sexual Health		132		113	875	
Total	Sexual Health	550	731	-33%	3,859	4,849	-26%
Decatur	Behavioral Health	133	158	-19%	728	881	-21%
Fremont	Behavioral Health	100	0		680	1	
Total	Behavioral Health	233	158	32%	1,408	882	37%
Decatur	Ryan White	253	246	3%	1,442	1,515	-5%
Fremont	Ryan White	31	12		142	12	
Total	Ryan White	284	258	9%	1,584	1,527	4%
FQHC Total		2,441	2,207	10%	14,408	12,566	13%

Pharmacy Services

	Jan-24	Jan-25		FY24	FY25		% Change YOY
Client Encounters (Pharmacy)	1,525	1,392	↓	9,474	9,809	↑	3.5%
Prescriptions Filled	2,154	2,438	↑	13,195	16,304	↑	23.6%
Client Clinic Encounters (Pharmacist)	24	67	↑	214	411	↑	92.1%
Financial Assistance Provided	19	24	↑	121	224	↑	85.1%
Insurance Assistance Provided	17	10	↓	44	68	↑	54.5%

- A. Dispensed 2,438 prescriptions for 1,392 clients.
- B. Pharmacist completed 67 client clinic encounters.
- C. Assisted 24 clients to obtain medication financial assistance.
- D. Assisted 10 clients with insurance approvals.

Family Planning Services

- A. Family Planning program access was up 24% in January and is up 17% year-over-year. Program team administrators and clinical staff are currently engaged in a quality improvement project to increase

access to care with the aim of simplifying the scheduling process and reducing waste in the appointment schedules.

- B. The program is all going through a rebranding process to increase access to care to those most in need and provide more comprehensive sexual health services. This rebranding includes defining the program as sexual and reproductive health services.
- C. The program is scheduled for a comprehensive site visit and audit of program compliance in September 2025. Work to prepare for the audit is under way and will commence in full following the health center's OSV.

HIV / Ryan White Care Program Services

- A. The Ryan White program received 60 referrals between January 1st and January 31st. There were two (2) pediatric clients referred to the Medical Case Management program in January and the program received six (6) referrals for pregnant women living with HIV during this time.
- B. There were 701 total service encounters in the month of January provided by the Ryan White program Linkage Coordinator, Eligibility Workers, Care Coordinators, Nurse Case Managers, Community Health Workers, and Health Educator. There were 364 unduplicated clients served under these programs in January.
- C. The Ryan White ambulatory clinic had a total of 492 visits in the month of January: 24 initial provider visits, 218 established provider visits including 16 tele-health visits to established clients. There were 23 nurse visits and 230 lab visits. There were 49 Ryan White encounters in Behavioral Health provided by the License Mental Health Therapist and the Psychiatric APRN during the month of January with a total of 44 unduplicated clients served. Additionally, there were 25 Ryan White clients seen by the Registered Dietitian under Medical Nutrition services in January.
- D. The Ryan White clinic continues to use Rapid StART guidelines, 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 eight (8) patients seen under the Rapid StART program in January.

FQHC-Sexual Health Clinic (SHC)

- A. The FQHC-Sexual Health Clinic (SHC) clinic provided 1,020 unique services to 719 unduplicated patients for the month of January. There are currently more than 100 patients receiving injectable treatment for HIV prevention (PrEP).
- B. 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. The FQHC-SHC refers pregnant patients with syphilis and patients needing complex STI evaluation and treatment to the PPC SHOPP nurse case management program.
- C. The FQHC-SHC staff continues to see patients for Mpox evaluation and referral for vaccine.
- D. The FQHC-SHC providers and RN's completed annual training, Nevada State Data & Security training.

Refugee Health Program (RHP)

Services provided in the Refugee Health Program for the month of January 2025.

Client required medical follow- up for Communicable Diseases	
Referrals for TB issues	7
Referrals for Chronic Hep B	3
Referrals for STD	2
Pediatric Refugee Exams	19
Clients encounter by program (adults)	54
Refugee Health screening for January 2024	73
Total for FY24-25	432

Eligibility and Insurance Enrollment Assistance

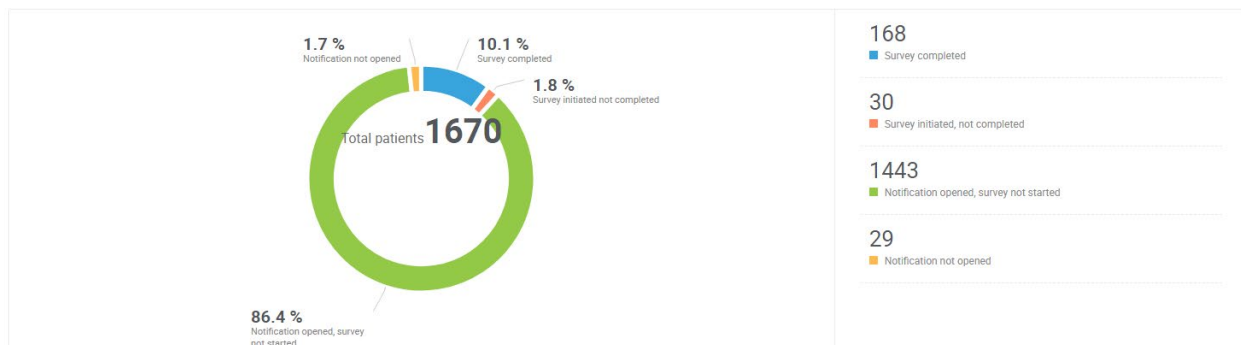
Patients in need of eligibility assistance continue to be identified and referred to community partners for help with determining eligibility for insurance and assistance with completing applications.

Patient Satisfaction: See attached survey results.

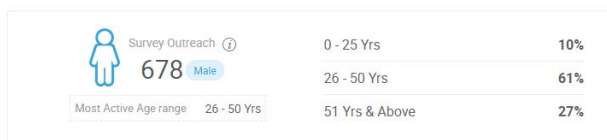
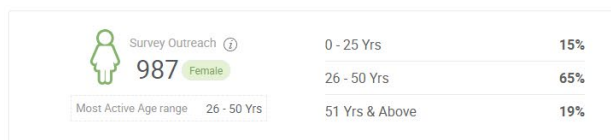
SNCHC continues to receive generally favorable responses from survey participants when asked about ease of scheduling an appointment, waiting time to see their provider, care received from providers and staff, understanding of health care instructions following their visit, hours of operation, and recommendation of the Health Center to friends and family.

Southern Nevada Community Health Center Patient Satisfaction Survey – January 2025

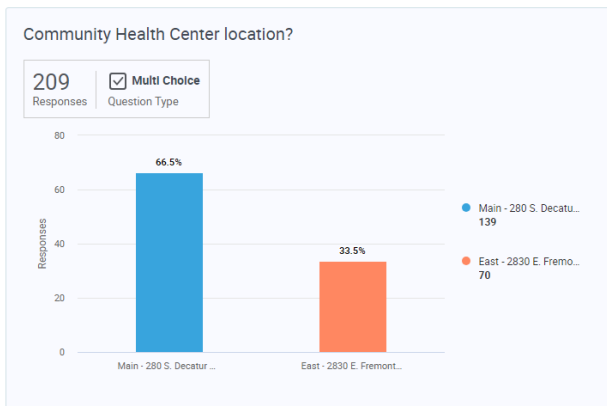
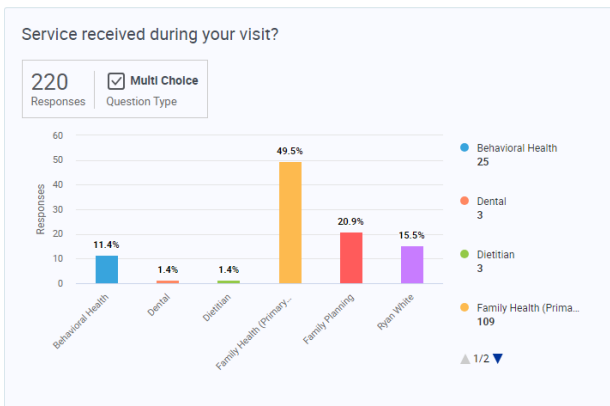
Overview



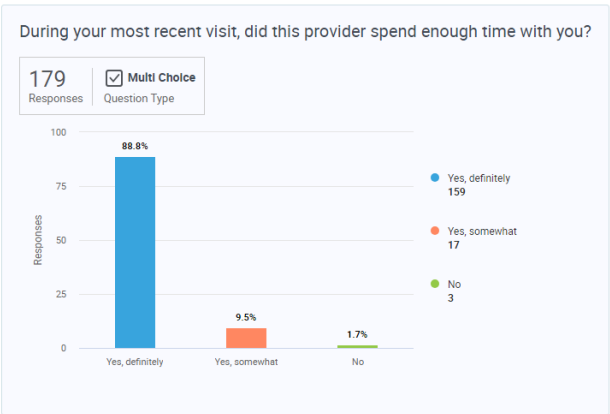
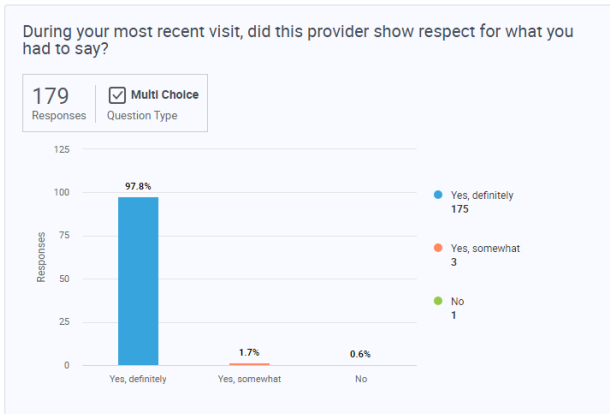
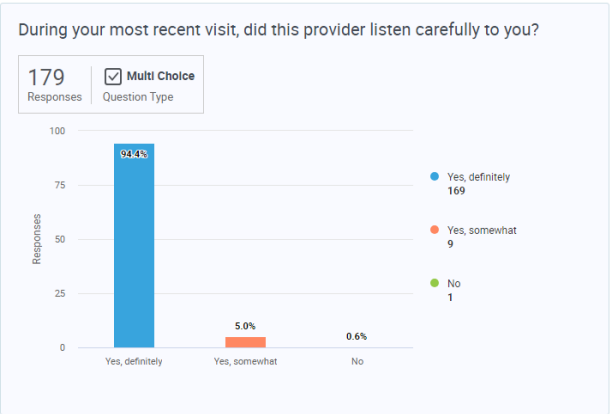
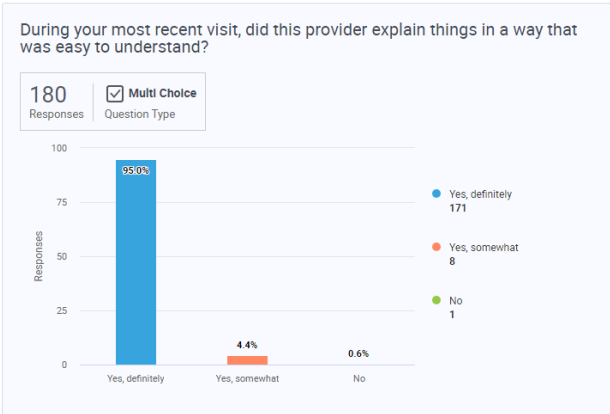
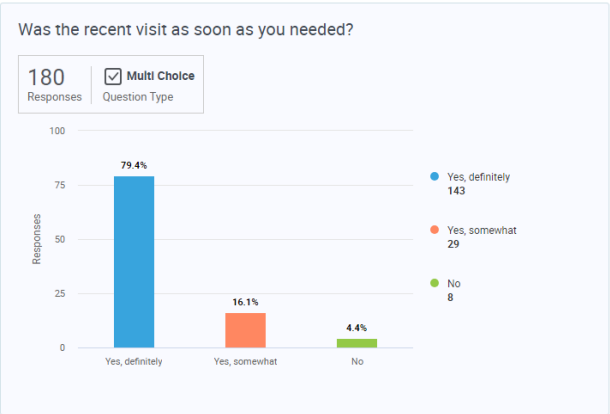
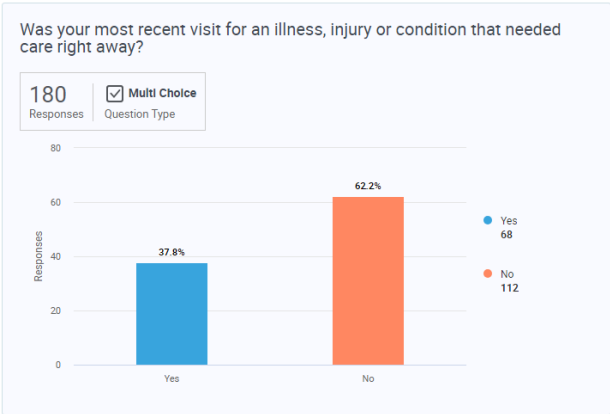
Gender



Service and Location

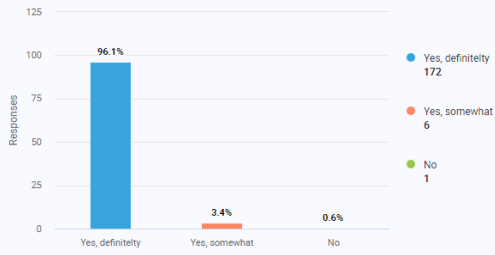


Provider, Staff, and Facility



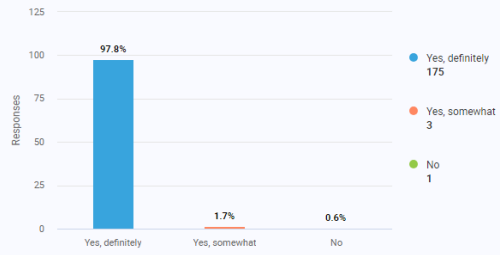
Thinking about your most recent visit, were the staff as helpful as you thought they should be?

179 Responses Multi Choice Question Type



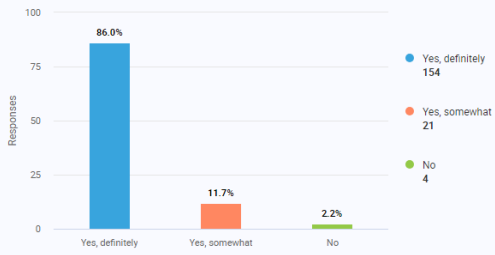
Thinking about your most recent visit, did the staff treat you with courtesy and respect?

179 Responses Multi Choice Question Type



Thinking about your recent visit, was it easy to schedule an appointment?

179 Responses Multi Choice Question Type

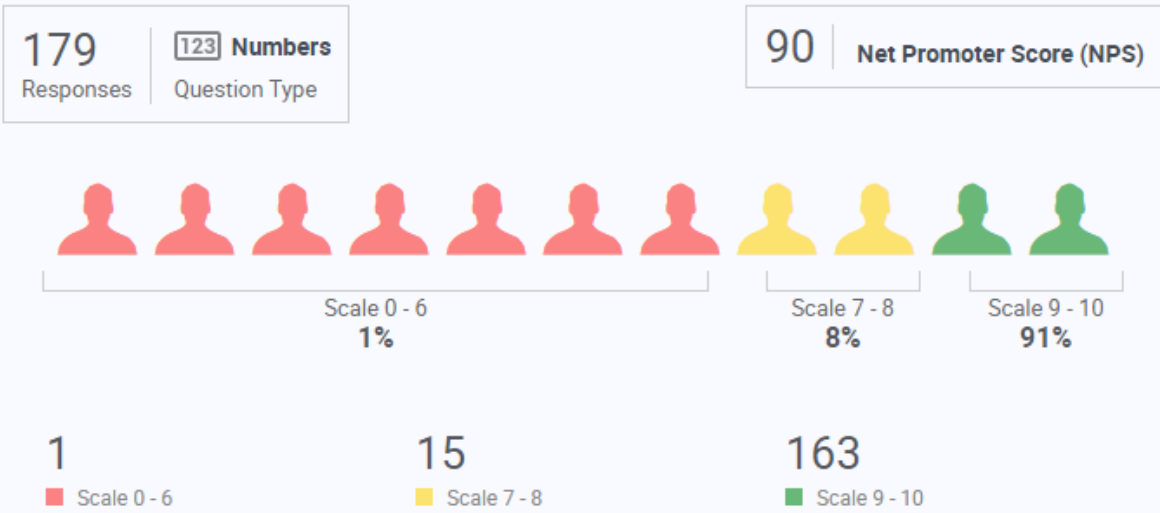


Thinking about the facility, how was the overall cleanliness and appearance?

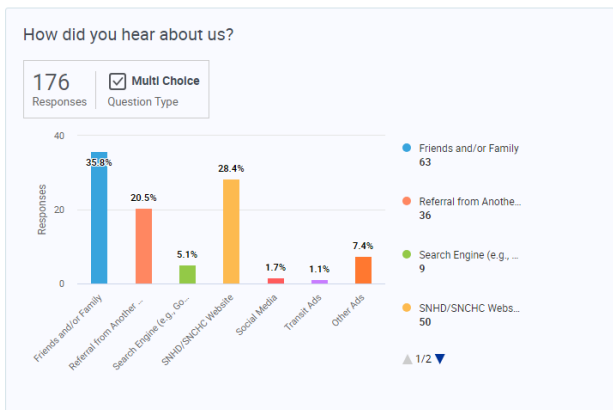
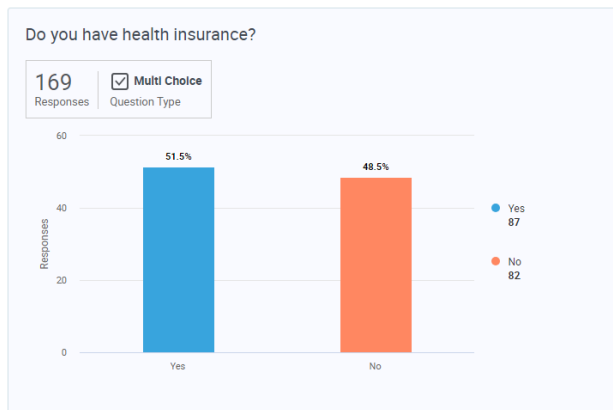
179 Responses Multi Choice Question Type



How would you rate the overall care you received from your provider, where 0 is the worst and 10 is the best?



General Information





Memorandum

Date: February 27, 2025

To: Southern Nevada District Board of Health

From: **Anilkumar Mangla, MS, PhD, MPH, FRIPH**, *Director of Disease Surveillance & Control* 
Cassius Lockett, PhD, *District Health Officer* 

Subject: Disease Surveillance & Control Division Monthly Activity Report – January 2025

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.

	January 2024	January 2025		YTD 24	YTD 25	
Sexually Transmitted						
Chlamydia	1059	850	↓	1059	850	↓
Gonorrhea	476	358	↓	476	358	↓
Primary Syphilis	15	3	↓	15	3	↓
Secondary Syphilis	18	7	↓	18	7	↓
Early Non-Primary, Non-Secondary ¹	45	13	↓	45	13	→
Syphilis Unknown Duration or Late ²	102	60	↓	102	60	↓
Congenital Syphilis (presumptive)	3	3	→	3	3	→
Moms and Babies Surveillance³						
Pregnant Persons Living with HIV ⁴	6	6	→	6	6	→
Pregnant Syphilis Cases	9	4	↓	9	4	↓
Perinatally Exposed to HIV	4	2	↓	4	2	↓
¹ Early Non-Primary, Non-Secondary= CDC changed the case definition from Early Latent Syphilis to Early Non-Primary, Non-Secondary ² Syphilis Unknown Duration or Late=CDC changed the case definition from Late Latent Syphilis to Syphilis Unknown Duration or Late ³ Counts under this section represent investigations conducted by ODS concerning pregnant persons with HIV or syphilis and do not reflect actual counts of cases diagnosed in the specified period. These investigations are aimed at monitoring and preventing adverse health outcomes, such as perinatal HIV transmission and congenital syphilis. ⁴ The count reflects ODS efforts around pregnant persons with HIV and is not a reflection of total number of pregnant persons with HIV in our community. Persons living with HIV who become pregnant is not a reportable condition in Clark County.						
Vaccine Preventable						

	January 2024	January 2025		YTD 24	YTD 25	
Haemophilus influenzae, invasive disease	9	7	↓	9	7	↓
Hepatitis A	1	0	↓	1	0	↓
Hepatitis B, acute	2	3	↑	2	3	↑
Influenza	317	452	↑	317	452	↑
Pertussis	14	0	↓	14	0	↓
RSV	1119	925	↓	1119	925	↓
Enteric Illness						
Amebiasis	0	2	↑	0	2	↑
Campylobacteriosis	22	19	↓	22	19	↓
Cryptosporidiosis	3	1	↓	3	1	↓
Giardiasis	4	5	↑	4	5	↑
Rotavirus	3	10	↑	3	10	↑
Salmonellosis	12	2	↓	12	2	↓
Shiga toxin-producing Escherichia coli (STEC)	10	2	↓	10	2	↓
Shigellosis	19	1	↓	19	1	↓
Yersiniosis	5	2	↓	5	2	↓
Other						
Coccidioidomycosis	23	14	↓	23	14	↓
Hepatitis C, acute	0	1	↑	0	1	↑
Invasive Pneumococcal Disease	39	36	↓	39	36	↓
Lead Poisoning	16	12	↓	16	12	↓
Legionellosis	0	0	→	0	0	→
Meningitis, aseptic	3	0	↓	3	0	↓
Meningitis, Bacterial Other	0	1	↑	0	1	↑
Streptococcal Toxic Shock Syndrome (STSS)	3	5	↑	3	5	↑
New Active TB Cases Counted (<15 yo)	0	0	→	0	0	→
New Active TB Cases Counted (>= 15 yo)	7	3	↓	7	3	↓

2. Number of Cases Investigated by ODS

Monthly DIIS Investigations CT/GC/Syphilis/HIV/TB	Contacts	Clusters ¹	Reactors/ Symptomatic/ Xray ²	OOJ/ FUP ³
Chlamydia	8	0	25	0
Gonorrhea	2	0	13	0
Syphilis	14	4	156	0
HIV/AIDS (New to Care/Returning to Care)	13	1	117	0
Tuberculosis	15	0	3	2
TOTAL	52	5	314	2

¹ Clusters= Investigations initiated on named clusters (clusters= named contacts who are not sex or needle sharing partners to the index patient)

² Reactors/Symptomatic= Investigations initiated from positive labs or reported symptoms

³ 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 Activities

- a. ACDC is transitioning Covid public health response to align with state guidance and CDC recommendations. Universal case investigation has not been recommended by the CDC since 2022. Surveillance for Covid-19 will prioritize hospitalizations and deaths while maintaining ongoing laboratory surveillance and adjusting as needed per the NVDPBH requirements.

4. Disease and Outbreak Investigations

- a. ***Mpox***: As of February 3, 2025, Clark County had 322 cases of mpox.
- b. **Gastrointestinal illness at a school**: On 1/8/25, ACDC was notified by a charter school of a suspected illness outbreak reporting several children from a single class with vomiting. Upon further investigation it was determined that there was only 1 child with an emetic event, and it rapidly resolved. This investigation was closed with a determination that there was no outbreak.
- c. **Gastrointestinal illness at a school**: On 1/10/25, ACDC was notified by CCSD of a suspect outbreak at an elementary school. The initial report included 26 kids with abdominal pain, vomiting and diarrhea. 25 families of the children were interviewed with ACDC only identifying 1 probable case that matched the reported symptoms. The rest of the children were absent for various other reasons. This investigation was closed as not an outbreak.
- d. **Gastrointestinal illness at a school**: On 1/22/25, ACDC was notified by CCSD of a suspect outbreak at an elementary school. Initially 6 children were reported ill, 2 of which were siblings and had tested positive for Norovirus according to the parent. EH conducted a site visit and provided mitigation recommendations. An additional 30 children were reported who were absent. On 1/31, a new report was received with 19 new reported absences. ACDC is working closing the Epidemiology team and EH. This investigation is ongoing.
- e. **Gastrointestinal illness at a school**: On 1/24/25, ACDC was notified by CCSD of several ill students and staff at an elementary school. The initial report included 23 ill. ACDC teams partnered with OIE and EH. All reported ill people have had interviews completed or attempted with no additional illness reported in the last 5 days. This investigation is ongoing, and a final report is pending.
- f. ***Influenza***: SNHD started the influenza surveillance for the 2024-2025 season on September 29, 2024. Influenza surveillance for Clark County, Nevada includes data collected from local acute care hospitals and other healthcare providers. Nationwide, seasonal influenza activity remains elevated and continues to increase across the country. Statewide, outpatient respiratory illness activity in Nevada is high. Locally, as of 1/25/2025, for the 2024 - 2025 influenza season, 1135 influenza-associated hospitalizations and 40 deaths associated with influenza were reported and processed. The total number of cases presented in this report is subject to changes due to possible delays in reporting and processing. Influenza A has been the dominant type circulating. As of February 5, 2025, there have been 67 confirmed reported human cases of H5 bird flu, and 1 death associated with H5N1 bird flu infection in the United States. Although H5 influenza was detected in the wastewater surveillance in Clark County, there have not been any confirmed H5 influenza cases locally. The public health risk of H5 influenza is currently considered low. The influenza surveillance will continue through 5/17/2025.

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. Funding from SAMHSA's First Responders-Comprehensive Addiction and Recovery Act (FR-CARA), SAMHSA's State Opioid Response (SOR) via sub-awards from the University of Nevada Reno's Center for the Application of Substance Abuse Technologies, BJA's Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP), and the CDC's Overdose Data to Action (OD2A) program has been instrumental. 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 training and distributions took place in the month of January:

Naloxone Distribution	Agency	# of Naloxone doses distributed
1/1/2025	Shine a Light	1500
1/1/2025	Valley View Community Cares	804
1/1/2025	City of Henderson	1008
1/9/2025	SNHD - L2A	792
1/9/2025	SNHD - Pharmacy Decatur	240
1/9/2025	Naphcare	480
1/9/2025	MGM Resorts	120
1/9/2025	The Salvation Army	312
1/9/2025	The Center	960
1/9/2025	Resorts World	96
1/15/2025	Hilton Grand Vacations Elara	72
1/15/2025	Las Vegas Fire and Rescue	216
1/15/2025	Bartender Supply	72
1/22/2025	Clark County Library District	168
1/22/2025	Caesars Entertainment	216
1/22/2025	Las Vegas Convention and Visitors Authority	72
1/22/2025	Fifth Sun Project	120
1/22/2025	Puentes	72
1/23/2025	City of Las Vegas Department of Public Safety	72
1/23/2025	The Moorish Science Temple of America, Inc. BT#57	240
Total		7,632

- 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 January:

FTS Distribution		
1/09/2025	SNHD ODS	800

1/09/2025	The Center	800
1/15/2025	SNHD ODS Health Education	300
1/15/2025	Valley View Community Cares	2400
1/15/2025	SNHD Clinics	600
1/15/2025	Bartender Supply	200
1/15/2025	Comprehensive Treatment Center	300
1/15/2025	Happy Camper Overdose Response	1000
1/29/2025	SNHD Linkage to Action Team	1100
1/29/2025	SNHD ODS	200
1/29/2025	Aid for AIDS Nevada	300
1/29/2025	Adelson Clinic	300
Total FTS:		8,300 Strips

XTS Distribution		
1/09/2025	SNHD ODS	100 Strips
1/09/2025	The Center	800 Strips
1/15/2025	SNHD ODS Health Education	400 Strips
1/15/2025	Valley View Community Cares	2400 Strips
1/15/2025	Comprehensive Treatment Center	300 Strips
1/15/2025	Happy Camper Overdose Response	1000 Strips
1/15/2025	SNHD Clinics	300 Strips
1/29/2025	Aid for AIDS Nevada	300 Strips
1/29/2025	The Promise	600 Strips
1/29/2025	Adelson Clinic	300 Strips
1/30/2025	SNHD ODS Health Education	100 Strips
Total XTS:		6,600 Strips

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, Sagebrush Health, 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 continues to collaborate with community partners to participate at various outreach events. Due to MTU repairs and the holiday season we did not perform any outreaches in January. We look forward to continuing operations in February. 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://p.constantcontactpages.com/su/p26ucWo/TBRRegistration>

B. High Impact HIV/STD/Hepatitis Screening Sites

- 1. Testing is currently offered at Trac-B for HIV and Hep C. Also, The Center is offering screenings for HIV, Hep C, Gonorrhea, Chlamydia and Syphilis to the community Monday-Thursday from 1pm-5pm and every Saturday from 9am-2pm. AHF is also offering HIV and STD screenings at their Wellness Clinic locations on Monday, Wednesday, and Friday, and on their MTU.

Office of Disease Surveillance- HIV Prevention Screening/Testing Efforts						
Prevention - SNHD HIV Testing	Jan-24	Jan-25		YTD 24	YTD 25	
Outreach/Targeted Testing	1030	422	↓	1030	422	↓
Clinic Screening (SHC/FPC/TB)	786	138	↓	786	138	↓
Outreach Screening (Jails)	257	223	↓	257	223	↓
Collect2 Protect	10	3	↓	10	3	↓
TOTAL	2083	786	↓	2083	786	↓
Outreach/Targeted Testing POSITIVE	2	0	↓	2	0	↓
Clinic Screening (SHC/FPC/TB) POSITIVE	1	0	↓	1	0	↓
Outreach Screening (Jails, SAPTA) POSITIVE	0	0	→	0	0	→
Collect2 Protect POSITIVE	0	0	→	0	0	→
TOTAL POSITIVES	3	0	↓	3	0	↓

C. Office of Informatics and Epidemiology (OIE)

1. EpiTrax and Data Warehouse

- a. Work with the Epidemiology and Surveillance teams to monitor systems and applications, investigate and troubleshoot issues, and resolve them as they arise. Provide ongoing user account support. Updated previous 69 STD cases with new case detection question, new enteric form; hypothesis generating questionnaire - completed sections 1-12, reviewed eHARS fields section not showing up when staff promote a case.
- b. Continue to update and enhance data warehouse: finalize lab variable export data for NV State, updates to events tables to indicate if event is associated with any inpatient visit, vaccination information from form questions for epidemiologist data requests.
- c. Pentaho report updates: RSV/COVID counts by age group and MMWR, Influenza counts by age group and MMWR for format standardization, Influenza QA Report to identify cases without labs.
- d. Conduct daily task and issue reviews with the Informatics team and hold weekly reviews with the Epidemiology and Surveillance teams, as well as EpiTrax end users. Continue managing tasks in Microsoft Teams to ensure timely completion. To date, 462 tasks have been completed, with 72 tasks remaining.
- e. Continued supporting script for monthly deletion of duplicate patients, troubleshooting cases in which a duplicate patient had an address that is used on its non-duplicate counterpart.

2. Electronic Message Staging Area (EMSA)

- a. Continue to work on EMSA2, including mapping new codes, integrating incoming labs, data processing, and reviewing logic for exceptions and errors, update new Hepatitis B case classification logic, improve eCR process throughput to allow parallel processing multiple eCR messages
- b. Conduct regular sessions to review message exceptions.
- c. Continue processing eCRs from HCA Southern Hills, Mountain View, and Intermountain Healthcare Inc in EMSA with ongoing mapping of exceptions for incoming messages.

3. Dashboard

- a. ArcGIS dashboard: Covid ETL Troubleshooting, RSV/Flu data source generations, Wastewater Concentration visualizations
- b. COVID R Shiny Dashboard troubleshooting display layout error
- c. Continue working on Poison Control Center Data dashboard in Power BI platform
- d. Develop eCW finance reports using Power BI platform

4. Southern Nevada Public Health Laboratory (SNPHL)

- a. Continue National Respiratory and Enteric Virus Surveillance System (NREVSS) support.
- b. Implemented susceptibility testing for Microbiology Dept.
- c. Continue SNPHL data warehouse cleanup and maintenance.
- d. Implemented Result processing rules for Virology Dept. Continue expanding the Outreach system to enhance efficient and timely specimen ordering and result delivery for partners. Onboarding is planned for Valley Hospital, the Office of Disease Surveillance (ODS), and Environmental Health. Implemented a new instrument (Alinity) and interfaced it with the Laboratory Information System (LIS). Built several new orderables for this new testing.
- e. Built reports/data extracts for various data requests.

5. Electronic Health Record (EHR) System

- a. Maintain the system to support patient care and documentation, with configuration adjustments to enhance charting, reporting efficiency, and to accommodate new locations and services.
- b. Continue data extraction and processing using Fast Healthcare Interoperability Resources (FHIR); collaborate with NV HIE and eCW on eCR and FHIR implementation.
- c. Continue adopting Azara, the data warehouse and analytics platform. Prepare for (UDS+) and Family Planning Annual Reports (FPAR) submissions.
- d. Preparations for Ryan White Services Report (RSR) submission.
- e. Data Submissions for Annual (2024) and Q4 2024 for the Healthy Start Grant. Behavioral Health Module Build/Implementation.
- f. Sexual Health Outreach and Prevention Programs (SHOPP) Ending the HIV Epidemic (EHE) questions added to eCW and planning for report/data submission to CDC.
- g. Working with Finance to optimize claims monitoring and reporting by utilizing the Datawarehouse.
- h. Generate and review monthly reports for FQHC and Primary Care Center.
- i. Troubleshooting referral issues to the Smoking Quitline.
- j. Exploring a new system for Direct Observed Therapy (DOT) and integrating it with the Electronic Health Record.

6. 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. (Several End of Year Data submissions)
- 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). Initiated flat file testing.
- f. Working with the vendor to implement end user requests/enhancements.
- g. Dataset for UNLV Pathologist 2004-2023, searching for 'Doe' cases identified longer than one year after death.
- h. Explore Smarty geocoding/address validation interface for integration into Census API code to increase success rate.

7. API Server

- a. Continue to review extraction of necessary data process from HIE API response for PILLARS project.

8. Data Modernization Initiative (DMI)

- a. Continue to work with the State on DMI project.
- b. Continue to work with NV HIE on TEFCA and FHIR projects.
- c. eCR project: Continue UMC/HCA/Intermountain Healthcare Inc error except handling and mapping new codes.
- d. Continue working with AWS with a pilot project using AI with eCR message to extract important information
- e. MMG Genv2 fully automated
- f. Start MMG Genv2 'Hospitalized' QA review discussion
- g. MMG TB/LTBI feedback received and continue reviewing

9. National Syndromic Surveillance Platform/Electronic Surveillance System for the Early Notification of Community-Based Epidemics (ESSENCE)

- a. Continue to maintain and enhance syndromic surveillance system for new providers and future support.
- b. A new syndromic surveillance feed was set up for a new hospital (West Henderson Hospital).

10. Grant Updates

- a. Complete ELC monthly grant reports.
- b. Complete PHEP grant quarterly progress report.
- c. Complete COVID health disparity grant quarterly progress reports.
- d. Work with PACT Coalition on a new Partnerships for Success (SPF-PFS) grant award.

11. Contracts

- a. Interlocal SUIDB_24 contract pending signature
- b. Contract of Master Patient Index application awaiting program response

D. Staff Facilitated/Attended the following Trainings/Presentations

1. 01/03/2025: Facilitated the Clark County Children's Mental Health Consortium (CCCMHC) monthly meeting as the current Chair; ~46 people in attendance from multiple agencies; 2 SNHD ODS staff attendees.
2. 01/07/2025: Facilitated PHVM technical assistance session with Georgia; 2 attendees, 1 SNHD attendee.
3. 01/08/2025-01/09/2025: Facilitated Empower Change Rapid HIV Testing Training; 9 people in attendance; 5 ODS Staff attendees.
4. 01/13/2025: Facilitated SNSMOPS Planning Committee meeting; 6 people in attendance; 3 ODS staff in attendance.

5. 01/14/2025: Attended Child Mental Health Action Coalition meeting as public health representative; ~40 people in attendance; 2 SNHD ODS staff attendees.
6. 01/14/2025: Facilitated Harm Reduction Test Strip Training; 12 people in attendance; 1 SNHD staff in attendance.
7. 01/15/2025: Facilitated and attended Southern Nevada HIV Prevention Planning Group Meeting; 30 people in attendance; 4 ODS Staff attendees.
8. 01/15/2025: Facilitated Clark County Children's Mental Health Consortium (CCCMHC) Public Awareness Workgroup meeting; 16 people in attendance from multiple agencies; 2 SNHD ODS staff attendee.
9. 01/16/2025: Attended Psychological First Aid; 1 Public Health Informatics Scientist in attendance.
10. 01/23/2025: Facilitated Harm Reduction Training for NOCE peer educators; 23 people in attendance; 1 ODS staff in attendance.
11. 01/23/2025: Presented on CredibleMind at the Dignity Health WIC staff meeting; 25 people in attendance; 1 SNHD ODS staff attendee.
12. 01/28/2025: Facilitated Harm Reduction 101 training; 23 people in attendance; 2 ODS staff in attendance.
13. 01/29/2025: Attended Las Vegas TGA Part A (Ryan White Part A) Planning Council Meeting as SNHD representative; 32 people in attendance; 2 ODS Health Educator attendees.

E. Other Projects

1. Continue collaborating with the CDC to implement the TEFCA early demonstration project.
2. Maintain and enhance the iCircle web application, including user account support, site maintenance, and data corrections and updates. Completed iCircle Rapid Syphilis for CHEMBIO for ODS to review in test site
3. Review manuscripts from the UNLV Base Model project.
4. Assist the Epidemiology and Surveillance programs, Office of EMS/Trauma System, Environmental Health, and Clinic Services with various data requests, data exports, and report generation.
5. Maintain the NHA Data Webservice Script.
6. Collaborate on the Community Status Assessment and Community Context Assessment (CHA) project with NICRP.
7. Working with Rocky Mountain Poison Control to re-establish the data feed from their new system.
8. Set up eCW finance data export process to our data warehouse
9. Working with Epi and ACDC to plan for modernizing the FBI process
10. Completed initial FBI QI charter pending review
11. Explore Wastewater Concentration visualizations
12. Complete NV State GEPI 2024 data request.

F. OIE Reports

1. **The following FQHC/Clinical reports were completed and submitted**
 - a. Focus Quarterly reports
 - b. Medicaid Visit report for FQHC
 - c. SNHD IUD CPT Report
 - d. SHOPP Bicillin and Syphilis Reports
 - e. SHC Neurosyphilis Referral Report
 - f. CQM report for sixth submission
 - g. Vaccine reports for final DART (HPV vaccine learning collaborative project)
 - h. SHC Syphilis Referral Reason Report
 - i. RSR validation report and data clean up
 - j. FPNV Quarterly Reports
 - k. Wrap Report revised for finance
 - l. UDS Azara reports
 - m. EBO sftp Lab Result export
 - n. UDS PRAPARE Encounter Report

- o. UDS Table 5 Supplementary Encounter Report

2. Epidemiology Reports

- a. Data quality reports to support the Office of Disease Surveillance's activities and STD/HIV grant deliverables.
- b. Monthly - Drug Overdose Report – External
- c. Monthly - BOH report
- d. Monthly and quarterly disease statistics
- e. Weekly Mpox case and vaccination report
- f. Ongoing monthly and quarterly reports for FOCUS HIV grant project
- g. Monthly NVDRS, SUDORS and NCLPP reports
- h. Outreach site HIV testing stats-weekly
- i. EPT report- weekly

3. Other Project Updates - OIE

- a. Daily, weekly, and monthly SNPHL reports and upkeep
- b. State NETSS weekly/YTD report
- c. Continue working on the Healthy Southern Nevada, Chronic Disease Dashboard
- d. CSTE/CDC Forecasting Workgroup calls
- e. CDC Frontline Tools workgroup calls
- f. SNHD Health Equity Report - working on updates for 2025 SNHD COVID-19 Health Disparity grant quarterly progress report.
- g. Monthly and quarterly report from UNLV regarding COVID-19 Health Disparity Assessment and Healthcare Equity Modeling project. Epi staff have reviewed 4 manuscripts for possible publication from these analyses. Additionally, one abstract was reviewed and submitted to the Council of State and Territorial Epidemiologists Annual Meeting.
- h. 47 RCKMS authoring updated and timeboxing training
- i. eCW lab CAREWare upload
- j. Azara Unmapped Visit Types issue
- k. 2 of 4 manuscripts have been accepted for publication by "Children" and the "Nevada Journal of Public Health." One is still under review by the journal for publication and one is currently being revised by the UNLV analytic team.
- l. Phase one of the Health and Equity Dashboard is live and on the healthysouthernnevada.org website.

G. Disease Statistics

- 1. Communicable Disease Statistics: December 2024 and Quarter 4 2024 disease statistics are below. Please note that these data are retrieved as of January 30, 2025. (see Table 1 and Table 2 below)

Table 1 Monthly Communicable Disease Statistics (December 2024)

Disease	2022		2023		2024	
	December	YTD	December	YTD	December	YTD
VACCINE PREVENTABLE						
COVID-19	8,816	265,553	3,633	32,413	916	18,500
Haemophilus influenzae, invasive	4	24	4	31	2	43
Hepatitis A	0	7	2	8	0	9
Hepatitis B, acute	0	20	5	33	0	39
Hepatitis B, chronic	77	799	114	1,422	83	1,061
Influenza	486	1,263	607	1,040	562	1,465
Meningococcal disease (<i>N. meningitidis</i>)	0	0	0	2	0	2
Monkeypox	5	293	1	17	1	12
Mumps	0	1	0	0	0	3
Pertussis	0	80	14	59	3	56
RSV	1,093	6,170	1,596	3,224	1,296	3,696
SEXUALLY TRANSMITTED						
Chlamydia	1,264	12,828	1,044	12,562	870	11,898
Gonorrhea	600	6,412	478	5,763	393	5,109
HIV	23	466	31	488	20	525
Stage 3 HIV (AIDS)	9	176	11	169	7	154
Syphilis (Early non-primary, non-secondary)	84	730	55	628	31	554
Syphilis (Primary & Secondary)	47	715	38	554	20	368
CONGENITAL CONDITIONS						
Hepatitis C, Perinatal Infection	0	0	0	1	0	3
Congenital Syphilis	7	50	4	52	5	35
ENTERICS						
Amebiasis	0	1	0	4	0	6
Campylobacteriosis	7	132	9	193	13	203
Cryptosporidiosis	5	18	0	12	2	34
Giardiasis	3	46	5	74	6	62
Rotavirus	3	133	2	109	5	128
Salmonellosis	11	157	11	211	20	175
Shiga toxin-producing <i>E. coli</i> (STEC)	7	72	3	59	7	91
Shigellosis	6	75	5	88	5	137
Vibriosis (Non-cholera <i>Vibrio</i> species infection)	0	7	0	6	0	13
Yersiniosis	1	9	0	16	3	41
OTHER						
Brucellosis	0	1	0	0	0	0
Coccidioidomycosis	20	163	30	284	18	263
Exposure, Chemical or Biological	0	9	1	2	0	4
Hepatitis C, acute	1	4	0	5	0	10
Hepatitis C, chronic	189	2,910	123	2,333	113	1,583
Invasive Pneumococcal Disease	45	220	39	225	39	252
Lead Poisoning	14	138	3	164	13	184
Legionellosis	2	27	3	32	2	33
Listeriosis	0	4	1	2	0	5
Lyme Disease	0	9	0	9	0	8
Malaria	0	7	0	7	1	8
Meningitis, Aseptic	0	33	0	32	0	29
Meningitis, Bacterial Other	0	10	2	14	0	4
Meningitis, Fungal	0	5	0	0	0	3
Q Fever, acute	0	0	0	1	0	0
Rabies, exposure to a rabies susceptible animal	29	327	27	353	46	369
Spotted Fever Rickettsiosis	0	1	0	0	0	2
Streptococcal Toxic Shock Syndrome (STSS)	2	10	3	37	3	34
Tuberculosis (Active)	0	51	5	76	2	66
West Nile virus neuroinvasive disease	0	0	0	2	0	14

*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.

~Diseases not reported in the past two years or during the current reporting period are not included in this report.

~~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.

Table 2 Quarterly Communicable Disease Statistics (Quarter 4 2024)

Disease	2022		2023		2024		Rate (Cases per 100,000 per quarter)		Quarter Rate Comparison
	Qtr 4	YTD	Qtr 4	YTD	Qtr 4	YTD	Qtr 4 (2019-2023 aggregated)	Qtr 4 (2024)	Change b/t current & past 5-year?
VACCINE PREVENTABLE									
COVID-19	24,813	265,553	8,781	32,413	2,930	18,500	955.15	39.77	↓X
Haemophilus influenzae, invasive	9	24	6	31	7	43	0.13	.	-
Hepatitis A	1	7	2	8	1	9	0.06	.	-
Hepatitis B, acute	3	20	9	33	7	39	0.09	.	-
Hepatitis B, chronic	189	799	366	1,422	235	1,061	4.07	3.19	↓X
Influenza	786	1,263	823	1,040	744	1,465	9.69	10.10	↑
Influenza-associated pediatric mortality	0	0	0	0	0	2	.	.	-
Meningococcal disease (<i>N. meningitidis</i>)	0	0	0	2	0	2	.	.	-
Monkeypox	30	293	13	17	4	12	0.18	.	-
Mumps	0	1	0	0	0	3	.	.	-
Pertussis	17	80	32	59	12	56	0.29	0.16	↓
RSV	5,019	6,170	2,462	3,224	1,731	3,696	43.02	23.50	↓X
SEXUALLY TRANSMITTED									
Chlamydia	3,238	12,828	3,068	12,562	2,771	11,898	68.35	37.61	↓X
Gonorrhea	1,635	6,412	1,511	5,763	1,187	5,109	33.64	16.11	↓X
HIV	106	441	109	488	90	525	1.78	1.22	↓X
Stage 3 HIV (AIDS)	35	150	50	169	34	135	0.75	0.46	↓X
Syphilis (Early non-primary, non-secondary)	239	730	154	628	113	554	3.21	1.53	↓X
Syphilis (Primary, Secondary)	159	715	109	554	56	368	3.20	0.76	↓X
CONGENITAL CONDITIONS									
Hepatitis C, Perinatal Infection	0	0	0	1	0	3	.	.	-
Congenital Syphilis	14	50	10	52	7	35	51.50	.	-
ENTERICS									
Amebiasis	0	1	0	4	2	6	.	.	-
Campylobacteriosis	37	132	48	193	35	203	0.79	0.48	↓X
Cryptosporidiosis	6	18	2	12	12	34	0.08	0.16	↑
Giardiasis	10	46	18	74	13	62	0.24	0.18	↓
Rotavirus	7	133	8	109	12	128	0.16	0.16	No Change
Salmonellosis	35	157	51	211	45	175	0.71	0.61	↓
Shiga toxin-producing <i>E. coli</i> (STEC)	18	72	17	59	19	91	0.25	0.26	↑
Shigellosis	21	75	27	88	21	137	0.46	0.29	↓
Vibriosis (Non-cholera <i>Vibrio</i> species infection)	2	7	2	6	0	13	.	.	-
Yersiniosis	2	9	4	16	13	41	0.06	0.18	↑
OTHER									
Coccidioidomycosis	53	163	82	284	75	263	1.08	1.02	↓
Encephalitis	1	14	0	0	0	1	.	.	-
Exposure, Chemical or Biological	0	9	1	2	0	4	.	.	-
Hepatitis C, acute	2	4	2	5	0	10	0.05	.	-
Hepatitis C, chronic	613	2,910	379	2,333	347	1,583	15.78	4.71	↓X
Invasive Pneumococcal Disease	94	220	75	225	71	252	1.35	0.96	↓X
Lead Poisoning	41	138	40	164	50	184	0.62	0.68	↑
Legionellosis	5	27	4	32	7	33	0.11	.	-
Listeriosis	1	4	2	2	0	5	.	.	-
Lyme Disease	3	9	2	9	0	8	.	.	-
Malaria	0	7	0	7	4	8	.	.	-
Meningitis, Aseptic	8	33	7	32	5	29	0.20	.	-
Meningitis, Bacterial Other	4	10	6	14	0	4	0.13	.	-
Meningitis, Fungal	0	5	0	0	0	3	.	.	-
Spotted Fever Rickettsiosis	1	1	0	0	1	2	.	.	-
Streptococcal Toxic Shock Syndrome (STSS)	5	10	11	37	6	34	0.11	.	-
Tuberculosis, Active	7	51	20	76	14	66	0.27	0.19	↓
West Nile Virus neuroinvasive disease	0	0	1	2	0	14	.	.	-

*Use of illness onset date in data aggregation for cases other than STD or TB (since Jan-2013) causes changes in cases reported here from previously released reports. Numbers are provisional including confirmed, probable, and suspect cases that are reportable to CDC. HIV/AIDS/TB case counts are provided on a quarterly basis. Rate suppression denoted by '.' for rates corresponding to case counts < 12.

--Diseases not reported in the past five years (aggregate data) and not reported during the current reporting period are not included in this report.



---Confidence intervals (not shown) for the quarterly disease incidence rates provided a basis for an informal statistical test to determine if the current quarterly rates changed significantly from those of the previous 5-year aggregated rates. Green text represents rates that decreased significantly, whereas red text represents rates that increased significantly. Statistically significant changes are indicated by 'X'.



Memorandum

Date: February 27, 2025

To: Southern Nevada District Board of Health

From: Christopher D. Saxton, MPH-EH, REHS, *Director of Environmental Health* 
 Cassius Lockett, PhD, *District Health Officer* 

Subject: Environmental Health Division Monthly Report

I. FOOD OPERATIONS PROGRAM

ENVIRONMENTAL HEALTH Food Operations Program – Fiscal Year Data

Food Operation Services	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
Routine Inspections	2,464	2,669	↑	13,882	14,496	↑
Reinspections	156	156	→	1,016	1,127	↑
Downgrades	192	178	↓	976	1,042	↑
Closures	17	24	↑	88	86	↓
Special Events	29	29	→	454	502	↑
Temporary Food Establishments & Tasting Event Booths	905	1,092	↑	4,710	5,164	↑
TOTALS	3,763	4,148	↑	21,126	22,417	↑

↑ (Up Arrow) - Indicates an increase compared to the previous period.
 ↓ (Down Arrow) - Indicates a decrease compared to the previous period.
 → (Right Arrow) - Indicates no significant change compared to the previous period.

1. Enforcement Actions and Investigations:

- A. **Wolfgang Puck at MGM Grand, 3799 S. Las Vegas Blvd.:** On January 2, a routine inspection resulted in a facility-wide closure for an Imminent Health Hazard (IHH), pest infestation. The inspectors documented 52 demerits over nine permits. The facility was reinspected and reopened with zero demerits on January 8.
- B. **Yun Noodle and Dumplings, 4001 S. Decatur Blvd.:** On January 2, a complaint investigation resulted in closure for an IHH, interruption of electrical service. The

inspector documented eight demerits. The facility was reinspected and reopened with zero demerits on January 3.

- C. **Spice Indian Cuisine, 4001 S. Decatur Blvd.:** On January 2, a complaint investigation resulted in closure for an IHH, interruption of electrical service. The inspector documented five demerits. The facility was reinspected and reopened with zero demerits on January 3.
- D. **Kono's Northshore, 3850 E. Desert Inn Rd.:** On January 3, the facility was closed for multiple IHHs, no potable or hot water and interruption of electrical service. The inspector documented 14 demerits. The facility was reinspected and reopened with zero demerits on January 13.
- E. **Pollo A Las Brasas Portable Unit for the Service of Food (PUSF), 5722 W. Charleston Blvd.:** On January 3, the unit was closed for multiple IHHs, no potable or hot water and sewage or liquid waste not disposed of in an approved manner. The inspector documented 13 demerits. The unit was reinspected and reopened with zero demerits on January 7.
- F. **Mura Japanese BBQ and Shabu, 6415 S. Fort Apache Rd.:** On January 7, the facility was closed when a routine inspection resulted in 52 demerits. The facility was reinspected and reopened with six demerits on January 9.
- G. **Taqueria La Casa Del Pastor Truck 2, 5560 E. Lake Mead Blvd.:** On January 8, the unit was closed for an IHH, no potable or hot water. The inspector documented five demerits. The unit was reinspected and reopened with zero demerits on January 9.
- H. **Good Hood Burger, 1935 Fremont St.:** On January 8, the facility was closed for an IHH, no potable or hot water. The inspector documented 17 demerits. The facility was reinspected and reopened with zero demerits on January 13.
- I. **Red Rock Springs Water, 9132 W. Sahara Ave.:** On January 16, the facility was closed for an IHH, no potable or hot water. The inspector documented 16 demerits. The facility was reinspected and reopened with zero demerits on January 21.
- J. **Maxie's at the Linq Promenade, 3545 S. Las Vegas Blvd.:** On January 22, a complaint investigation and routine inspection resulted in a facility-wide closure for an IHH, pest infestation. The inspectors documented 25 demerits. The facility was reinspected and reopened with zero demerits on January 23.
- K. **Mariscos La Tovar Estilo Nayarit 2, 63 N. 30th St.:** On January 22, the unit was closed for an IHH, no potable or hot water. The inspector documented 17 demerits. The unit remains closed at this time.
- L. **Galaxy Theatres 8, 4500 E. Sunset Rd.:** On January 22, the facility was closed for an IHH, no potable or hot water. The inspector documented 18 demerits. The facility was reinspected and reopened with three demerits on January 24.
- M. **Best Mobile #4, 63 N. 30th St.:** On January 24, the unit was closed for multiple IHHs, gross unsanitary occurrences or conditions, pest infestation, interruption of electrical service, and lack of adequate refrigeration. The inspector documented 26 demerits. The unit was reinspected and reopened with three demerits on January 28.
- N. **Best Meals on Wheels, 949 Empire Mesa Way:** On January 27, 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 January 28.
- O. **Pampas Churrascarria at Miracle Mile, 3663 S. Las Vegas Blvd.:** On January 28, a routine inspection led to facility-wide closure for an IHH, pest infestation. The inspectors documented 57 demerits over five permits. The facility was reinspected and reopened with zero demerits on February 3.

- P. **Soul Food Cafe, 7320 S. Rainbow Blvd.:** On January 30, the facility was closed for an IHH, lack of adequate refrigeration. The inspector documented 22 demerits. The facility was reinspected and reopened with three demerits on January 31.
- Q. Staff closed 12 unpermitted food vending complaint investigations.

2. Supervisory/Managerial Conferences:

- A. Conferences were held with the following facilities: Mura Japanese BBQ and Shabu, 6415 S. Fort Apache Rd.; Curry Leaf Flavors of India, 5025 S. Fort Apache Rd.; and Red Rock Springs Water; 9132 W. Sahara Ave.

ENVIRONMENTAL HEALTH Outbreak Response – Fiscal Year Data

Outbreak Response	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
Legionella Travel Associated Investigations	2	2	→	12	13	↑
Legionella Residential Investigations	0	3	↑	5	11	↑

3. Legionella Response:

- A. Residential Legionella investigations began in January 2020 as part of a Centers for Disease Control and Prevention (CDC) grant-funded project. A residential investigation is prompted by a resident becoming ill and the investigation is conducted in their home.
- B. The increase in residential investigations could be attributed to the increased local population size, increased age of homes, and increased Legionella testing ordered by medical professionals.
- C. Travel-associated investigations are prompted by a visitor who became ill after staying at a permitted public accommodation. An investigation is conducted at the hotel(s) they stayed at while in town.
- D. Staff assisted State of Nevada representatives with a legionellosis investigation at a medical facility per their request

4. Outbreak Response:

- A. **Red Rock Lucky Penny, 11011 W. Charleston Blvd.:** On January 3, staff responded to multiple cases of foodborne illness. Staff observed multiple risk factors that could lead to foodborne illness including improper handwashing practices, foods held at improper temperatures, and potential cross-contamination from improper sanitizing of surfaces. The investigation resulted in a C downgrade.
- B. **Olive Garden, 6191 Centennial Center Blvd.:** On January 6, staff responded to a confirmed case of Campylobacter. Staff did not observe risk factors that could lead to illness. The investigation resulted in an A grade.
- C. **Kallisto Oyster Bar, 11011 W. Charleston Blvd.:** On January 6, staff responded to a confirmed case of Norovirus. Staff did not observe any risk factors that could lead to illness. The investigation resulted in an A grade.
- D. **The Cheesecake Factory, 505 S. Grand Central Pkwy.:** On January 7, staff responded to a confirmed case of Norovirus. Staff observed risk factors that could lead to illness including improper handwashing practices. The investigation resulted in a B downgrade. The facility passed its reinspection with an A grade.
- E. **Bahama Breeze, 375 Hughes Center Dr.:** On January 17, staff responded to a confirmed case of Shiga Toxin-producing E. coli (STEC). Staff observed risk factors that could lead to illness including improper handwashing practices. The investigation resulted in an A grade.

- F. **Roberto’s Taco Shop, 907 S. Rainbow Blvd.:** On January 17, staff responded to a confirmed case of Campylobacter. Staff observed risk factors that could lead to illness including potential contamination from raw foods. The investigation resulted in an A grade.
- G. **Sushi Neko, 5115 Spring Mountain Rd.:** On January 24, staff responded to a confirmed case of Campylobacter. Staff observed risk factors that could lead to illness including potential contamination from raw foods. The investigation resulted in an A grade.

5. **Community Outreach:**

- A. **Red Rock Hotel and Casino, 11011 W. Charleston Blvd.:** On January 17, staff responded to complaints of illness from guests staying at the hotel. Staff provided guidance on Norovirus prevention and response including employee health, disinfection for Norovirus, increased handwashing, guest illness tracking, and vomiting/diarrheal events tracking.
- B. **Lord of Harvest, 5818 Spring Mountain Rd.:** On January 24, staff responded to a complaint of illness after consuming food distributed at the facility. The facility participates in providing free meals to guests. No contributing factors were observed. Staff provided guidance and education on food integrity, employee health, and Norovirus prevention strategies.
- C. **Courtyard Homeless Resource Center, 314 Foremaster Lane:** On January 28, staff provided a follow-up response due to multiple complaints of illness occurring during a weekend investigation. Staff provided guidance on Norovirus prevention and strategies including proper disinfection methods, increased handwashing, employee health, tracking of guest illnesses, and tracking of vomiting/diarrheal events.
- D. **The Orleans, 4500 W. Tropicana Ave.:** On January 28, staff provided follow-up response due to multiple complaints of illness occurring at a JAMZ Cheer and Dance Competition hosted at the facility. Staff provided guidance on Norovirus prevention and strategies including proper disinfection methods, increased handwashing, employee health, tracking of guest illnesses, and tracking of vomiting/diarrheal events.

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	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
Notices of Violations (New & Remails)	0	8	↑	38	31	↓
Adjudicated Hearing Cases	3	3	→	31	25	↓
Total Cases Received	74	67	↓	487	572	↑
Total Cases Referred to Other Agencies	11	9	↓	157	105	↓
Hearing Penalties Assessed	\$12,000	\$5,000	↓	\$66,750	\$37,500	↓

Remails - Notices of Violations that are returned by the postal service and then mailed to a newly found address.

ENVIRONMENTAL HEALTH Restricted Waste Management – Fiscal Year Data

Restricted Waste Management	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
Inspections	354	314	↓	1,590	1,570	↓

ENVIRONMENTAL HEALTH Underground Storage Tanks (UST) Full Compliance Inspections – Fiscal Year Data

Underground Storage Tanks	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
Compliance Inspections	92	88	↓	347	468	↑
Final Installation/Upgrade/Repair Inspections	4	4	→	21	18	↓
Closure Inspections	1	0	↓	7	7	→
Spill Report Investigations	1	1	→	10	13	↑

ENVIRONMENTAL HEALTH Permitted Disposal Facilities (PDF) Inspections – Fiscal Year Data

Permitted Disposal Facilities	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
Inspections	26	22	↓	139	146	↑
Reinspections	2	1	↓	13	6	↓

III. VECTOR SURVEILLANCE

ENVIRONMENTAL HEALTH Vector Surveillance and Other EH Services - Fiscal Year Data

Vector Surveillance and Other EH Services	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
West Nile Virus Surveillance Traps Set	0	0	→	1,735	1,967	↑
West Nile Virus Surveillance Mosquitoes Tested	0	0	→	2,803	1,669	↓
West Nile Virus Surveillance Submission Pools Tested	0	0	→	57,214	20,539	↓
West Nile Virus Surveillance Positive Mosquitoes	0	0	→	24	42	↑
West Nile Virus Surveillance Positive Submission Pools	0	0	→	1,007	1,237	↑
St. Louis Encephalitis Surveillance Positive Mosquitoes	0	0	→	0	0	→
St. Louis Encephalitis Surveillance Positive Submission Pools	0	0	→	0	0	→
Mosquito Activity Complaints	0	0	→	687	139	↓
Public Accommodations Inspections	64	35	↓	284	150	↓
Public Accommodations Complaints	28	20	↓	185	136	↓
Mobile Home/Recreational Vehicle Park Inspections	74	54	↓	104	96	↓
Mobile Home/Recreational Vehicle Park Complaints	5	1	↓	14	14	→

A sample pool is a collection of 50 or less female mosquitoes, from the same species and location, combined into a vial for testing. It is used to determine the prevalence and distribution of arboviruses and can be used to trigger mosquito breeding and disease prevention messages.

IV. EH ENGINEERING

1. Solid Waste Plan Review Program (SWPR):

- A. **Permits Issued** – None
- 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 (3); Waste Grease (2); and Storage Bin (1)
- D. **Facilities Planned for Approval at DBOH Meetings/SNHD Workshops in February:** Nevada Department of Transportation, 123 E. Washington (Storage Bin)

ENVIRONMENTAL HEALTH Asbestos Permitting Services – Fiscal Year Data

Asbestos Permitting Services	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
Asbestos Permits Issued	69	70	↑	563	483	↓
Revised Asbestos Permits Issued	4	7	↑	49	52	↑

ENVIRONMENTAL HEALTH Subdivision Program – Fiscal Year Data

Subdivision Plan Review	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
Tentative Maps-Received	7	14	↑	84	90	↑
Tentative Maps-Lot Count	454	1,257	↑	2,951	6,049	↑
Final Maps-Received	16	21	↑	143	115	↓
Final Maps-Lot Count	493	734	↑	5,228	4,500	↓
Final Maps-Signed	23	13	↓	147	112	↓
Final Maps (Signed)-Lot Count	924	595	↓	6,696	5,273	↓
Improvement Plans-Received	15	19	↑	125	106	↓
Improvement Plans-Lot Count	455	928	↑	4,494	4,545	↑
Expedited Improvement Plans-Received	0	0	→	0	0	→
Expedited Improvement Plans-Lot Count	0	0	→	0	0	→

ENVIRONMENTAL HEALTH Individual Sewage Disposal System (ISDS) Program – Fiscal Year Data

Individual Sewage Disposal Systems	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
Residential ISDS Permits	10	2	↓	48	35	↓
Commercial ISDS Permits	0	1	↑	1	3	↑
Commercial Holding Tank Permits	0	2	↑	19	18	↓
Residential Tenant Improvements	29	18	↓	167	125	↓
Residential Certifications	0	0	→	3	0	↓
Compliance Issues	15	5	↓	62	55	↓

ENVIRONMENTAL HEALTH Safe Drinking Water Program – Fiscal Year Data

Safe Drinking Water Program	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
Public Water System Sanitary Surveys	0	0	→	47	52	↑
Public Water System Violations Issued	61	2	↓	96	41	↓

2. Safe Drinking Water Activity:

- A.** Two *coliform* positive results were reported from routine monitoring events. Other than where noted, those samples were *E. coli* negative:

- **Las Vegas Valley Water District:** One routine sample was coliform positive. The repeat samples were coliform absent.
 - **Searchlight Water Company:** One routine sample was coliform positive. The repeat samples were coliform absent.
- B.** Staff continued to monitor water hauling activities for multiple public water systems: Trout Canyon; Laker Plaza; Red Rock Campground; Cowboy Trail Rides; Spring Mountain Youth Camp; and the Coyote Springs Golf Course.

V. SPECIAL PROGRAMS

ENVIRONMENTAL HEALTH Special Programs - Fiscal Year Data

Special Programs	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
School Facility Kitchen Inspections	96	81	↓	525	513	↓
School Facility Kitchen Complaints	1	0	↓	4	3	↓
School Facility Inspections	101	84	↓	597	578	↓
School Facility Complaints	3	4	↑	27	25	↓
Summer Food Service Surveys	0	0	→	0	0	→
Child Care Facility Inspections	25	11	↓	140	181	↑
Child Care Facility Complaints	1	2	↑	15	18	↑
Body Art Facility Inspections	12	44	↑	330	335	↑
Body Art Facility Complaints	7	5	↓	30	38	↑
Body Art Artist Special Event Inspections	0	2	↑	27	268	↑
Total Program Services Completed	246	233	↓	1,695	1,959	↑

1. Schools:

- A. SLA Food Service at Nevada Prep Charter School, 1780 Betty Ln.:** A routine inspection resulted in a B downgrade. Facility staff did not wash their hands correctly and when required, food requiring time/temperature controls for safety (TCS) were held past their seven-day shelf life, and cleaned kitchenware was soiled. Due to a history of noncompliance at this and other contracted school locations, SLA Food Service supervisors and managers were instructed to attend an onsite training intervention, which is scheduled for early February.
- B. Miley Achievement Center 245 N. Pecos Rd.:** Staff responded to an epidemiological investigation request regarding students and staff with gastrointestinal illnesses. Staff confirmed that custodial staff performed thorough cleaning and disinfecting, including use of an ultraviolet disinfection machine. A deep cleaning of the facility was conducted by a third-party cleaning company. The investigation confirmed compliance with SNHD recommendations for controlling gastrointestinal illness outbreaks.
- C. O'Callaghan Jr. High School, 1450 Radwick Dr.:** Staff responded to a verified complaint alleging that students were in classrooms with temperatures below 50°F. The Nevada Administrative Code requires the temperatures for occupied classrooms be between 65°F and 85°F. The head custodian stated that the boilers went down the previous week and some hallways did not have heat. Students were moved to

other areas of the school that were within the required temperature range. A work order was issued, and heat was provided to the affected areas.

2. **Child Care:**

A. Mommy's Angels Childcare, 4270 S. Rainbow Blvd.: During a change of permit holder (CPH) inspection, there was no hot water throughout the facility, and several handwashing sinks lacked supplies. Additionally, safe procedures for diaper changing, the two-step cleaning process, and linen laundering were not being followed. There were also multiple physical hazards accessible to children. Facility management was notified, and a compliance schedule was issued to restore the hot water. A reinspection is still pending.

B. La Petite Academy #5127, 2121 Harbor Island Dr.: During a reinspection, staff observed repeat violations. Facility staff were improperly washing hands, not using appropriate concentrations of sanitizer and disinfection solutions per manufacturer's instructions, required shoe coverings were not worn in the infant area, and toys were excessively dirty. Facility staff were instructed to schedule a training intervention. Training interventions are required when the permit holder is unable to control public health risk factors. Staff provided intensive training on risk factors to assist the permit holder with permanent corrections.

C. Foundations Preschool Nellis, 1567 N. Nellis Blvd.: During a routine inspection, staff observed a damaged window frame with sharp edges on a door leading to a play yard. The window frame was accessible to children and created a laceration hazard. Facility staff stated that the door was damaged when the facility was closed and that they were waiting for the insurance company before making repairs. Staff discussed the hazard with the facility Director and closed the play yard for use until repairs were made.

D. Shenker Academy Preschool, 9001 Hillpointe Rd.: During a routine inspection, staff observed the mingling of employee medications with children's food in a classroom refrigerator. Additionally, classroom refrigerator temperatures exceeded 41°F, medical logs were improperly maintained, diaper changing tables were dirty, and chemicals were accessible to children. Facility staff corrected all violations during the inspection.

3. **Body Art:**

A. Crown Electric Tattoo Company – Piercing, 4632 S. Maryland Pkwy.: Staff responded to a complaint alleging that aftercare instructions were not provided after a piercing. The piercer informed staff that aftercare instructions are communicated verbally after all procedures. The patron is required to take a picture of aftercare products and is then offered an aftercare sheet to take home but many patrons decline to take the aftercare sheet. Aftercare sheets were available at the time of the inspection. Staff recommended that if patrons refuse the paper document that they are encouraged to take a picture of the aftercare sheet. The complaint was unsubstantiated.

VI. PLAN REVIEW PROGRAM

ENVIRONMENTAL HEALTH Plan Review Program - Fiscal Year Data

Food Pre-Permitting Services	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
Food Safety Assessment Meetings	0	0	→	2	2	→
Total Pre-Permitting Services	1,472	928	↓	9,927	8,283	↓
New Project Submissions	278	171	↓	1,987	1,663	↓
Completed Projects	277	206	↓	2,418	1,657	↓
Total Service Requests Currently in Pre-Permitting	1,297	1,243	↓			

1. Enforcement Actions and Investigations:

- A. Grocery Outlet, 3499 St. Rose Pkwy.:** During a final permitting inspection, staff observed wooden base coving in the warehouse area. SNHD Regulations require smooth, non-absorbent, and easily cleanable surfaces in food establishments. The health permit was approved with stipulations to seal the wood and provide an epoxy grout cove to prevent water intrusion into the walls.
- B. 7-Eleven #39598, 3970 N. Tenaya Way:** During a remodel inspection, access to the hand sink in the back service area was obstructed and the floor sink under the three-compartment sink was dirty with excessive buildup. Hand sinks must remain accessible for employees to use, and excess debris inside of floor sinks can create a food source for pests. Corrections were made immediately, and the remodel was approved.
- C. Bojangles, 9210 S. Rainbow Blvd.:** Submitted plans showed insufficient handwashing facilities. SNHD Regulations require easily accessible hand sinks in areas where open food is handled. After discussions with the owner, an additional hand sink location was agreed upon. The facility completed construction and passed a final permitting inspection.
- D. Rebellion Pizza, 7240 W. Azure Dr.:** During a CPH inspection, staff found that the originally approved layout of the facility had been modified without SNHD approval. A new fryer and beer taps were installed in the front service area. The permit holder also intends to make additional changes to the front counter and add new equipment. SNHD Regulations require that permit holders apply for a remodel when there are changes to the floor plan or when new equipment is installed. The CPH inspection was approved with a stipulation that the permit holder applies for a remodel.
- E. Kaiseki Yuzu, 3900 Spring Mountain Rd.:** During a final permitting inspection for a kitchen addition, staff found insufficient separation between food preparation and customer seating areas. Sufficient separation reduces the likelihood of food contamination by customers. The permit was approved after the equipment and tables were relocated.
- F. Fuel Bros, 9010 W. Flamingo Rd.:** Staff conducted a CPH inspection and found that the three-compartment sink was missing drainboards. SNHD Regulations require drainboards on each side of the sink, one for dirty dishes and the other for air-drying clean dishes to prevent cross-contamination. The facility replaced the sink with one that had two drainboards and the permit was approved.
- G. Blue Bottle Coffee, 6815 Tom Rodriguez St.:** During a pre-permitting inspection, staff found millwork cabinetry installed in areas that are subject to moisture. SNHD

Regulations prohibit the use of wood products, like laminates, in areas subject to moisture because they can absorb liquids, creating pest harborage and substrates for mold. Corrective action was made. A final permitting inspection is still pending.

- H. **Wynn Resorts Main Kitchen, 3131 S. Las Vegas Blvd.:** During a final remodel inspection, staff found repairs being made in the operational open food area. The construction area was separated with plastic sheeting; however, the sheets did not prevent liquid from seeping underneath into sections of the kitchen. There were also several ceiling tiles missing over the food preparation area. After the deficiencies were corrected, the remodel was approved.
- I. **Mountain Mike's Pizza, 3440 St. Rose Pkwy.:** A final permitting inspection resulted in failure due to inadequate refrigeration. A walk-in refrigerator was unable to hold food at required temperatures. SNHD Regulations require adequate refrigeration capable of holding a temperature of 41°F or below. The health permit was approved at the reinspection after repairs were completed.

VII. AQUATIC HEALTH PROGRAM

ENVIRONMENTAL HEALTH Aquatic Health Operations Program - Fiscal Year Data

Aquatic Health Operations	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
Total Operation Inspections	765	498	↓	5,189	4,358	↓
Complaint Investigations	1	11	↑	182	169	↓
Inactive Body of Water Surveys	3	9	↑	55	54	↓
Drowning/Near Drowning/Accident Investigations at Permitted Facilities	0	1	↑	15	33	↑
Total Program Services Completed	768	519	↓	5,441	4,614	↓

1. Aquatic Health Operations

- A. **Valley Vista Mobile Home Community, 3001 Cabana Dr.:** A routine inspection at the spa resulted in an IHH closure due to multiple violations. The spa had high cyanuric acid and high chlorine. High cyanuric acid reduces the effectiveness of chlorine and high chlorine concentrations can cause skin, eye, and lung irritation. A reinspection is still pending.
- B. **Dune Apartments, 3080 St. Rose Pkwy.:** A routine inspection at the spa resulted in an IHH closure due to multiple violations. The spa had high cyanuric acid and high chlorine. Following corrections, a reinspection was conducted the same day, and the spa was approved to reopen.
- C. **Ely at Buffalo, 2660 N. Buffalo Dr.:** A routine inspection at the pool resulted in an IHH closure due to no detectable chlorine. Inadequate disinfection exposes bathers to pathogens that can make them sick. Following corrections, a reinspection was conducted the same day, and the pool was approved to reopen.
- D. **Vista Del Rey, 1750 Santa Margarita St.:** Complaints alleging a green pool and spa were verified for both venues. The main drains were not visible. Green water obscures the bottom of an aquatic venue and prevents seeing a bather needing rescue. A compliance schedule was issued to drain the pool and spa or to make the main drains visible. The facility provided proof of the drained pool and spa, and the complaint was closed.

- E. South Blvd Apartments, 10200 Giles St.:** A routine inspection at the pool resulted in an IHH closure due to multiple violations. The entrance gate did not self-latch and the pool had a broken drain cover. An improperly working gate can allow unattended children to enter the pool area and a broken drain cover poses an entrapment hazard, both of which increase the risk of drowning. A reinspection is still pending.
- F. Residence at Avenue 965, 965 Cottage Grove Ave.:** A complaint alleging a green pool was unsubstantiated. The pool water was clear, and the main drain was visible. The qualified operator was instructed to confirm proper water chemistry before reopening the pool for the upcoming season.
- G. Las Vegas Athletic Club, 9615 W. Flamingo Rd.:** A complaint alleging that the facility did not have certified lifeguards was unsubstantiated. The lifeguard on duty was certified as required and the pool remained open.
- H. Millennium East Apartments, 3580 E. Alexander Rd.:** A routine inspection at the pool resulted in a compliance schedule to make corrections before reopening. The enclosure had hand/footholds which could allow for climbing and unauthorized access to the pool. The facility installed a mesh covering and provided photo documentation of compliance.
- I. High Line at Hughes Center Apartments, 3786 Howard Hughes Pkwy.:** A routine inspection at the spa resulted in an IHH closure due to high chlorine. Following corrections, a reinspection was conducted the same day, and the spa was approved to reopen.
- J. Worldmark the Club, 4225 Spencer St.:** A routine inspection at the spa resulted in an IHH closure due to no detectable chlorine. Following corrections, a reinspection was conducted the same day, and the spa was approved to reopen.

**ENVIRONMENTAL HEALTH Aquatic Health Plan Review
Program - Fiscal Year Data**

Aquatic Health Plan Review	Jan. 2024	Jan. 2025		FY 23-24	FY 24-25	
Total Pre-Permitting Services	594	469	↓	2,440	2,354	↓
New Project Submissions	120	145	↑	451	554	↑
Completed Projects	65	111	↑	496	360	↓
Total Projects Currently in Plan Review	479	623	↑			

2. Aquatic Health Plan Review:

- A. Eastern 96 Apartments, 4320 Channel 10 Dr.:** Pre-plaster inspections with area lighting surveys were conducted for the pool and spa. The aquatic facility lighting survey was approved, but the equipment room did not have lighting. The pre-plaster inspection was not approved because the enclosure was not constructed to the approved plan, nor did the enclosure comply with SNHD Regulations. A reinspection is still pending.
- B. Adam Elm Apartments, 550 Elm Dr.:** A final remodel inspection of the enclosure was conducted and staff found multiple handholds present and large gaps beneath the enclosure. The remodel did not meet the installation requirements and was not approved. A reinspection is still pending.
- C. Pine Village Apartments, 3011 Arville St.:** A suction outlet fitting assembly (SOFA) remodel application was not approved because the proposed single drain did not meet the current split drain or unblockable requirement and could create a suction

entrapment risk. The applicant was advised to submit a new application with an unblockable SOFA or split drain configuration.

- D. The Suites, 4855 Boulder Hwy.:** A final inspection was conducted on the pool for installation of a filtration pump. The inspection was not approved as system flow could not be calculated due to missing gauges. Functional gauges are required to ensure the filtration system is achieving minimum flow requirements and is not exceeding the SOFA maximum flow ratings. A reinspection is still pending.
- E. Elysian at Skye Canyon, 8888 N. Grand Canyon Dr.:** During pre-plaster inspections conducted for the pool and spa, staff found that the chlorine and pH injection points on the disinfection system were not labeled. The violation was corrected during the inspection and construction was allowed to continue.
- F. Amber Ridge, 10600 Amber Ridge Dr.:** During a skimmer remodel inspection for the spas, staff found that the SOFAs were partially plastered around the surrounding installation ring, which could result in improper flow through the grate and lead to bather entrapment. The violation was corrected, and the remodel was approved.
- G. Excalibur Hotel and Casino, 3850 S. Las Vegas Blvd.:** A plumbing inspection was conducted for a SOFA installation and interior remodel on the pool. An underwater shelf did not include a depth marker at the transition to the deeper portion of the pool. This could potentially be a hazard as it reduces bathers' abilities to identify the depth of the water they are entering. The contractor was informed to add this depth marker prior to the final inspection. The final inspection is still pending.
- H. Fifty 101 Apartment Homes, 5101 O'Bannon Dr.:** A plumbing inspection for a SOFA remodel resulted in failure because the sump depth did not meet the installation requirement. This creates an unknown flow rating for the configuration. A reinspection is still pending.

VIII. TRAINING OFFICE

1. Training Office staff provided onsite intervention training to: Dong Ting Chung, 4850 W. Flamingo Rd.; Pollo A Las Brasas, 5722 W. Charleston Blvd.; Top Korean BBQ, 4500 E. Sunset Rd.; Pier 88, 865 W. Craig Rd.; Espressamente Illy, 3325 S. Las Vegas Blvd.; and Las Pupusas Restaurant #1, 3111 S. Valley View Blvd.

IX. REGULATORY SUPPORT

1. Regulatory Support Office staff participated in or performed the following activities and participated in the following external meetings: Council for Food Protection (CFP) leadership meetings; National Environmental Health Association (NEHA) Food Safety Program Committee meeting; Integrated Food Safety System, Regulatory Laboratory Training System Steering Committee meetings; National Curriculum Standards Basic Core Competency Review; designed and presented training for beer line cleaning safety surveys; composed kratom variance response; and attended 8-hour HAZWOPER refresher training.
2. Special Processes and Label Review staff met with various operators, in-person and in a virtual setting via phone calls and virtual platform meetings, regarding submission of labels for review, waivers, operational plans, and Hazard Analysis and Critical Control Point (HACCP) plans.
3. Special Processes staff received four new submissions, released 10 special process files, and there are currently 43 files in review.
4. Label Review staff received three new submissions, released five label files, and there are currently 18 files in review.
5. Cottage Food Operations staff received 15 new registrations and over 50 inquiries.
6. Special Process staff inspected the Fancy Foods Temporary Event on January 19.

7. Regulatory Support Office staff coordinated and facilitated the Food Safety Partnership meeting on January 27.
8. Special Process Staff presented at the following meetings:
 - Grocery Store Sushi HACCP training for SNHD Environmental Health Specialists on January 1 and 15.
 - Southwest States Program Standards Call hosted by the Food and Drug Administration on SNHD's practices and documentation for Retail Program Standard 2, Trained Regulatory Staff, on January 14.
 - Association of Food and Drug Official Advanced Inspector Bootcamp on January 16.
 - Nationwide Special Process Mentorship meeting on January 24.

CDS/hh

Memorandum



Date: February 27, 2025

To: Southern Nevada District Board of Health

From: Lourdes Yapjoco, MSN-PH, RN, CCM, Director of Public Health & Preventive Care *LY*
Cassius Lockett, PhD, District Health Officer *CL*

RE: PUBLIC HEALTH & PREVENTIVE CARE BOARD OF HEALTH REPORT – January 2025

I. Immunization Program

A. Immunization Program Activities

1. The public health centers continue to administer new trivalent Flu 2024-2025 formulation. A total of 1,701 flu vaccines were administered between all four Immunization Public Health Centers. This almost doubled the amount of flu vaccines administered in the previous month of 905 doses.
2. For the month of January, there were 2,531 clients seen with 8,517 vaccines administered in all four Immunization PHCs.
3. There were 204 immunization records reviewed.
4. The collaboration with the American Cancer Association and the HPV Learning Collaborative has finalized the data. The data is currently under review by the HPV Collaborative. The goal of this effort was to increase the initiation and completion rates of HPV vaccine series among eligible age groups.
5. The first day of back-to-school 2025 is August 11, 2025. The Immunization team has started preparations for this year by offering year-round immunizations at priority outreach locations and planning for surge capacity in July/ August.
6. National Infant Immunization Week is on April 21-28, 2025, and the Immunization Team has met with community partners and with other SNHD programs for this annual event. The purpose of this event is to highlight the importance of protecting infants and children from vaccine-preventable diseases and completing the initial vaccination series.

B. Immunization Outreach Activities

1. Total clinics in January – 6 clinics, 705 vaccines were administered to 253 clients. The clinics were held at Boulder City Library, CCSD Family Support Center, Harm Reduction, REACH, and Help of Southern NV.
2. With the addition of School Located Vaccinations and Immunization Education subgrants, staff conduct school-based clinics to increase immunization compliance. For community education, SNHD and CDC vaccine resources are provided during outreach events. Hospitals and OBGYN providers are educated on importance on timely completion of Hepatitis B vaccines.

II. Community Health Nursing

A. Nursing Education

There was one (1) Nursing CEU course offered to 30 participants and 11 certificates issued for the month of January 2025.

B. Maternal Child Health

The Lead program has 11 active clients being served. Two (2) successfully met the criteria for closure this month. There were no lead referrals for January. There were no referrals for the Newborn Screening Program in January, but a family referred in December was

finally located and successfully served. Besides the current caseload that the Maternal Child Health (MCH) Nurse carries, she has been helping to improve the knowledge of the department' Community Health Workers (CHWs) by offering educational classes in Maternal Child Health. Additionally, she supports the Healthy Start Program by assisting in training the newer CHWs.

C. Nurse Family Partnership (NFP)

The Southern Nevada Health District-Nurse-Family Partnership (NFP) has 148 active families. NFP Teams 1 and 2 served a total of 95 families and completed 107 visits in the month of January. Fifty-Five families are participating in the Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program. An increase in MIECHV funding has allowed us to add an additional nurse home visitor to the MIECHV program giving us the ability to serve additional eligible families who will receive education, support, and essential resources. Twenty-nine families are participating in the Temporary Assistance for Needy Families (TANF) program. Both grants are from the Nevada Division of Public and Behavioral Health.

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 Forty-six active families who were served through January 2025. As part of this program, a community consortium has been formed and is led by the consortium coordinator with goals to improve the community using coordinated efforts from the consortium members. The quarterly consortium was held on January 23, 2025. In January, outreach was conducted at the Women's Health Associates of Southern Nevada (WHASN) Sunrise location, Nevada Health Centers Cambridge location, Family2Family Connection, Anthem Wellness Center, Nevada Health Centers Mobile Unit/ The Embracing Project, Dignity Health West Flamingo Location/ Southern Nevada MCH Coalition, and Pearson Community Center for Tobacco-Free Living Summit.

E. Embracing Fatherhood

Embracing Fatherhood is a new program developed and designed by SNHD to help men transition into their new roles as fathers through support, education, and connecting them with community resources needed. There is one Community Health Worker (CHW) who has been trained in the new role. The program started accepting referrals in the month of January and has scheduled enrollments in February.

III. Sexual Health Outreach and Prevention Program (SHOPP)

- A. Express Testing provided 228 screening encounters, including 14 Clients who were tested at Homeless Outreach events, and 18 at Fremont Friday clinics.
- B. The Congenital Syphilis Case Management Program (CSCMP) is a program to address the high rate of congenital syphilis in the community. The CSCM nurses, 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. The team continues to serve 57 active clients and completed 1 educational community event.
- C. Members of SHOPP team attended Trauma Informed Approach in HIV Care Training Program and Dog Bite Protocol Training.
- D. SHOPP houses a Neurosyphilis Emergent Onsite Navigation (NEON) program which aims to provide critical linkage services to patients suspected of neurosyphilis. Three NEON referrals were received 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.

- E. SHOPP manager and supervisor continue to develop and collaborate on subgrant: *A Status Neutral Approach to Improve HIV Prevention and Health Outcomes for Racial and Ethnic Minorities*. The three CHW's for this initiative work collaboratively with Express Testing to assess and provide linkage services. This project will start consenting clients on 2/3/2025.

IV. Tuberculosis (TB) Clinic

TB clinic has four (4) new adult TB active cases and zero (0) pediatric cases that were reported for the month of January 2025.

V. Employee Health Nursing – January 2025

- A. There were five (5) SNHD employees who were tested for COVID-19. Zero (0) PCR tests conducted. Zero (0) tests from outside entities. Five (5) employees tested positive for COVID.
- B. Employee New Hire and Annual Tuberculosis (TB) testing continues, and annual catch-up TB testing is ongoing. Twenty-eight (28) Tuberculosis tests were completed.
- C. Employee New Hire and Annual FIT Testing Medical Evaluations continue. Two (2) medical clearances were completed.
- D. There were no employee Blood Borne Pathogens exposure cases.
- E. There are no new employee TB exposure cases.
- F. Vaccine Clinics
 - January 1 – January 31, 2025
Employees Total: 7 employees
 - 2 COVID-19 Updated booster
 - 3 Influenza Vaccines.
 - 0 Monkeypox Vaccines
 - 7 other vaccinesTotal vaccines given: 12
- G. New Hire/ Onboarding: Five (5) new hires were onboarded.
- H. Employee Health Nurse Accomplishments
 1. Skills Fair
Developed a Skills Fair with selected colleagues to deliver information, along with hands-on training. The Skills Fair aims to provide SNHD employees with the opportunity for staff to feel more comfortable and confident while responding to a medical event in the building. There are six (6) Skill Fairs scheduled through June; the Employee Health Nurse (EHN) will evaluate the feedback and discuss future dates.
 2. Completed OSHA Injury and Illness Recordkeeping “300 Log” training.
- I. Policies and procedures continue to be reviewed and updated.

PUBLIC HEALTH AND PREVENTIVE CARE

MONTHLY REPORT

January 2025

Client Encounters by Locations

Location	DECATUR PHC	ELV PHC	Hend PHC	Mesquite PHC	Laughlin	Mobile Clinic	Homeless Outreach	Targeted Populations	*Other BTS Clinic	TOTAL
Immunization	1,155	806	242	75	0	0	5	35	213	2,531
Immunization Records Issued	144	51	8	1						204
Newborn Metabolic Screening	0	0	0	0						0
SHOPP	214						14			228
TB Treatment & Control	1,395									1,395
TOTAL	2,908	857	250	76	0	0	19	35	213	4,358

Client Encounters by Program

Program	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
Immunizations**	2,667	2,531	↓	23,918	21,409	↓
Immunizations Records Issued	266	204	↓	2,177	2,796	↑
COVID-19 Vaccine Given*	529	729	↑	529	2,837	↑
Newborn Met. Screening	0	0	→	0	0	→
SHOPP	233	241	↑	1,334	1,730	↑
TB Treatment & Control	1,730	1,395	↓	9,729	10,492	↑
SAPTA Services	12	^^	↑	161	^^	↑
TOTAL	5,437	5,100	↓	37,848	39,264	↑

^^ SAPTA grant ended 09/30/2024

Total Client Immunizations Administered by Locations

Location	DECATUR PHC	ELV PHC	Hend PHC	Mesquite PHC	Laughlin	Mobile Clinic	Homeless Outreach	Targeted Populations	*Other BTS Clinic	TOTAL
Total Immunizations Administered ***	3,956	2740	650	221	0	0	7	83	860	8,517

*Includes Family centers, School clinics, and Immunization Outreach BTS clinics

**Includes BTS encounters by clinic, outreach, and COVID teams

*** New category added 07/01/2024

Total Client Immunizations Administered by Locations

Program	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
Total Immunizations Administered **	7,410	8,517	↑	54,940	51,986	↓

Immunization Program						
	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
Immunizations						
Flu Vaccine Given	905	1,701	↑	4,641	7,066	↑
Gratis	129	81	↓	1,086	781	↓
COVID Vaccine*	391	729	↑	2,504	2,837	↑
*Given by Immunization Clinics						
Vaccines for Children (VFC)						
Number of VFC Compliance Visits	7	5	↓	40	39	↓
Number of IQIP Visits	0	9	↑	18	9	↓
Number of Follow Up Contacts	26	69	↑	189	230	↑
Number of Annual Provider Training	4	5	↑	35	44	↑
Number of State Requested Visits	27	8	↓	289	113	↓
Perinatal Hepatitis B						
# of Expectant Women	16	12	↓	15	13	↓
# of Infants	65	68	↑	70	66	↓
Total # of Infants Delivered	2	1	↓	21	21	→
New Cases	5	2	↓	30	25	↓
Closed Cases	9	7	↓	31	48	↑
Childcare Program						
Childcare Audits	12	13	↑	65	44	↓
Baseline Immunization Rate	69%	72%	↑	80%	79%	↓
# of Final Audits	12	13	↑	65	44	↓
Final Immunization Rate	92%	90%	↓	95%	93%	↓
# of Records Reviewed	1260	879	↓	6175	3870	↓
Covid-19 Vaccine Campaign						
	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
COVID-19 Vaccine Campaign						
# of COVID-19 Vaccines administered	529	n/a	↑	529	n/a	↑
# of Monkeypox Vaccine administered	25	n/a	↑	25	n/a	↑
# of Influenza Vaccine administered	329	n/a	↑	329	n/a	↑
# of Healthcare Provider Compliance Visits	0	n/a	↑	0	n/a	↑
# of Newly Enrolled Healthcare Provider Education Sessions	0	n/a	↑	0	n/a	↑
# of Potential Healthcare Provider Recruitment Sessions	0	n/a	↑	0	n/a	↑
# of Healthcare Provider Contacts	5	n/a	↑	5	n/a	↑

Community Health Program						
Nursing Field Services	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
MCH Team Home Visit Encounters	0	17	↑	64	99	↑
NFP (Team 1)	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
Referrals	16	26	↑	83	113	↑
Enrolled	7	13	↑	46	51	↑
Active	104	119	↑			
NFP (Expansion Team)	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
Referrals	8	0	↓	26	22	↓
Enrolled	3	0	↓	20	13	↓
Active	61	27	↓			
MCH	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
# of Referrals Received	2	5	↑	23	32	↑
# from CPS	1	5	↑	16	24	↑
# of Lead Referrals	1	0	↓	5	6	↑
# of Total Admissions	0	4	↑	10	28	↑
EHB *	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
Referrals **	N/A	0	↓	15	n/a	↑
Enrolled **	N/A	0	↓	16	n/a	↑
Active	31	3	↓			
*Phasing to Healthy Start						
Thrive by 0 - 3	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
Referrals	77	35	↓	371	251	↓
One-Time Home Visits	17	2	↓	66	26	↓
Enrolled	5	3	↓	14	21	↑
Active	16	22	↑			
Healthy Start**	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
Referrals	0	52	↑	0	140	↑
Enrolled	0	7	↑	0	42	↑
Active	0	46	↑			
**New program as of 01/01/2024						

Tuberculosis Program

Tuberculosis	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
Number of Case Management Activities*	262	343	↑	1,381	1,792	↑
Number of Monthly Pulmonary Specialist Clinic Clients Seen	39	34	↓	178	194	↑
Number of Monthly Electronic Disease Notifications Clinic Clients (Class B)	40	77	↑	204	485	↑
Outreach Activities during the Month - Presentations, Physician Visits, Correctional Visits, etc.	6	9	↑	39	43	↑
Directly Observed Therapy (DOT) Field, clinic and televideo encounters	1,468	1,052	↓	8,620	8,873	↑
*New EMR system- Counting only successful activities						

Sexual Health Outreach and Prevention Program (SHOPP)

SHOPP - Express Testing	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
# of Screening encounters	182	228	↑	1,217	1,528	↑
# of Clients Screened	182	228	↑	1,209	1,553	↑
# of Clients with positive STI identified	15	18	↑	127	138	↑
SHOPP- Linkage	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
# of clients referred to Linkage	14	4	↓	90	125	↑
# of clients linked to care	13	4	↓	65	121	↑
SHOPP- Congenital Syphilis Case Management Program (Nurse)	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
# of Referrals (pregnant, post-partum, infants)	9	4	↓	83	55	↓
# of Clients enrolled in CM	5	2	↓	56	36	↓
# of Active pregnant/ postpartum clients	24	39	↑			
# of Infants being followed	15	18	↑			
# of Provider/ Community trainings	2	1	↓	6	20	↑
SHOPP -Services for Unhoused Patients with Resources and Engagement in core (SURE)	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
# of Outreach events	n/a	5	^	n/a	35	^
SHOPP- Complex STI Navigation	Jan 2024	Jan 2025		FY 23-24	FY 24-25	
# of Clients referred	n/a	3	^^	n/a	30	^^
# of Clients navigated	n/a	3	^^	n/a	29	^^
# of Home administered treatment of STI (HATS)	n/a	0	^	n/a	13	^

*Outreach started 03/01/2024

^ No data available

^^ No data available - data collecting began 12/01/2023

Non- cumulative