

**Compliance Agreement
Division of Public and Behavioral Health and Arcpoint**

This Compliance Agreement is made and entered into effective on August 28, 2020, by, between, and among the Bureau of Health Care Quality and Compliance of the Division of Public and Behavioral Health of the Nevada Department of Health and Human Services of the State of Nevada ("BHCQC"), Arcpoint, and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for Arcpoint (Exempt Laboratory #5656) located at 3365 E. Flamingo Rd. Ste. 4 Las Vegas, NV 89121, and the State Board of Health ("Board").

A. NAC 652.195 allows a licensed laboratory to collect specimens or perform tests, or both, at a location other than the location set forth in its license by obtaining a permit to operate a laboratory at a temporary location.

B. Due to the COVID-19 outbreak and the need to serve the public in the State of Nevada in the collection of specimens for the purpose of COVID-19 laboratory testing by a CLIA certified laboratory, Arcpoint, an exempt laboratory, will be allowed to operate at locations other than the location set forth in its license without a permit and without being a licensed laboratory at the following locations:

The Cromwell Hotel and Casino
3595 Las Vegas Blvd. South
Las Vegas, NV 89109

NOW, THEREFORE, it is hereby agreed as follows:

C. State Licensure. The Laboratory falls under the provisions of Nevada Administrative Code (652).

- 1) The laboratory will be allowed to perform COVID-19 specimen collection at the locations which are documented in B. without obtaining a permit and without being a licensed laboratory.
- 2) The laboratory must remain in compliance with NRS 652.072; therefore, the patients served in the locations other than the locations set forth in its license would be patients of the laboratory director.

D. Term of Agreement. This Agreement shall remain in effect until the chief medical officer terminates this agreement

Requirements. Except as otherwise provided in this Agreement, the Laboratory will maintain compliance with all applicable provisions of NAC Chapter 652.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.


Arcpoint, a medical laboratory licensed by the Division of Public and Behavioral Health and the State Board of Health ("Board").

Signed: _____

Mark S. Rookhuyzen, D.C., Laboratory Director

Date: 8-28, 2020

NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION
BUREAU OF HEALTH CARE QUALITY AND COMPLIANCE

Signed: 
Ihsan Azzam, P.h.D, M.D, Chief Medical Officer

Date: _____, 2020

Approved by Board of Health on:

Signed: _____
Lisa Sherych, Executive Officer of Board of Health

Date: _____, 2020

Compliance Agreement

Division of Public and Behavioral Health and University Medical Center of Southern Nevada – Pathology

This Compliance Agreement is made and entered into effective on July 23, 2020, by, between, and among the Bureau of Health Care Quality and Compliance of the Division of Public and Behavioral Health of the Nevada Department of Health and Human Services of the State of Nevada (“BHCQC”), University Medical Center of Southern Nevada – Pathology (“The Laboratory”), and the State Board of Health (“Board”).

RECITALS

The goal is to define the criteria for compliance for the University Medical Center of Southern Nevada Pathology (Licensed Laboratory #1507) located at 1800 W. Charleston Blvd, Las Vegas, NV and the State Board of Health (“Board”). This compliance agreement also covers the following locations as The Laboratory already has an effective compliance agreement in place allowing it to operate collection sites other than the location set forth in its license:

- UMC Ambulatory Locations:
 - Blue Diamond Quick Care, 4760 Blue Diamond Road, #110, 89139
 - Centennial Hills Quick and Primary Care, 5785 Centennial Center Blvd, 89149
 - Enterprise Quick Care and Occupational Health Clinic, 1700 Wheeler Peak Drive, 89106
 - Nellis Quick Care and Primary Care, 63 North Nellis Blvd, 89110
 - Peccole Ranch Quick Care and Primary Care, 9320 West Sahara Ave, 89117
 - Southern Hills Primary Care, 11860 Southern Highlands Parkway, Suite 100, 89141
 - Spring Valley Quick Care and Primary Care, 4180 South Rainbow Blvd, Suite 810, 89103
 - Summerlin Quick Care and Primary Care, 2301 North Buffalo Drive, 89128
 - Sunset Quick Care and Primary Care, 525 Marks Street, Henderson, 89104
- Las Vegas Convention Center, South Hall, 3150 Paradise Road, 89109
- UMC Outpatient Center for COVID Testing, 2231 W. Charleston, 89102 (not yet open)
- Thomas & Mack Center Community- Based Collection Site, 4505 South Maryland Parkway, 89154 (testing currently located in the parking garage, may move to inside of center)
- Cashman Center Community-Based Collection Site, 850 Las Vegas Blvd North, 89101 (not yet open)

Additional locations may be added by emailing Bradley Waples, B.S., MT (ASCP) at bwaples@health.nv.gov.

Due to the COVID-19 outbreak and the need to expand testing BHCQC is postponing the enforcement of the certification of an office laboratory assistant in accordance with NAC 652.4855 so that a physician can delegate to medical assistants employed by The Laboratory that have been found competent to collect laboratory specimens to do so during the COVID-19 emergency crisis.

The Governor’s directive allows a medical assistant to work outside of their scope during the COVID-19 crisis; therefore, the medical assistant would be allowed to work beyond the scope of work in NRS 652.210 which would require a medical assistant to be a technical personnel of a laboratory in order to collect specimens.

NOW, THEREFORE, it is hereby agreed as follows:

BHCQC will postpone the enforcement of the requirement for a medical assistant to become certified in accordance with NAC 652.4855 and The Laboratory shall be allowed to use medical assistants employed by the Laboratory to collect specimens in accordance with the Governor’s order so long as:

- 1) The medical laboratory’s collection of specimens is overseen by a physician; and
- 2) The physician has determined the medical assistant is competent to perform the specimen collection.

Term of Agreement. This Agreement shall remain in effect until the Governor lifts the order allowing medical assistants to work outside of their scope of practice.

Requirements. The medical assistant’s collection of specimens is overseen by a physician and the medical assistant is competent to perform such collections.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

The University Medical Center of Southern Nevada Pathology and the State Board of Health (“Board”).

Signed: _____ Date: August 6, 2020
Mason VanHouweling, Chief Executive

NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION
BUREAU OF HEALTH CARE QUALITY AND COMPLIANCE

Signed: _____ Date: _____, 2020
Ihsan Azzam, P.h.D, M.D, Chief Medical Officer

Approved by Board of Health on:
Signed: _____ Date: _____, 2020
Lisa Sherych, Executive Officer of Board of Health

Compliance Agreement
Division of Public and Behavioral Health and Matzinger Institute of Healing

This Compliance Agreement is made and entered into effective on September 11, 2020, by, between, and among the Bureau of Health Care Quality and Compliance of the Division of Public and Behavioral Health of the Nevada Department of Health and Human Services of the State of Nevada (“BHCQC”), Matzinger Institute of Healing, the State Board of Health (“Board”).

RECITALS

The goal is to define the criteria for compliance for Matzinger Institute of Healing (Exempt Laboratory #11055) located at 1740 W. Horizon Ridge Pkwy, Henderson, NV 89012, and the State Board of Health (“Board”).

A. NAC 652.195 allows a licensed laboratory to collect specimens or perform tests, or both, at a location other than the location set forth in its license by obtaining a permit to operate a laboratory at a temporary location.

B. Due to the COVID-19 outbreak and the need to serve the public in the State of Nevada in the collection of specimens for the purpose of COVID-19 laboratory testing by a CLIA certified laboratory, Matzinger Institute of Healing, an exempt laboratory, will be allowed to operate at locations other than the location set forth in its license without a permit and without being a licensed laboratory at the following locations:

Doubletree by Hilton
Las Vegas Airport
7250 Pollock Dr.
Las Vegas, NV 89119

Treasure Island Hotel
3300 Las Vegas Blvd. South
Las Vegas, NV 89109

Xtreme Manufacturing
8350 Eastgate Road
Henderson, NV 89015

Trump Tower
2000 Fashion Show Mall
Las Vegas, NV 89109

NOW, THEREFORE, it is hereby agreed as follows:

- C. State Licensure. The Laboratory falls under the provisions of Nevada Administrative Code (652).
- 1) The laboratory will be allowed to perform COVID-19 specimen collection and testing at the locations which are documented in B. without obtaining a permit and without being a licensed laboratory.
 - 2) The laboratory must remain in compliance with NRS 652.072; therefore, the patients served in the locations other than the locations set forth in its license would be patients of the laboratory director.

D. Term of Agreement. This Agreement shall remain in effect until the chief medical officer terminates this agreement

Requirements. Except as otherwise provided in this Agreement, the Laboratory will maintain compliance with all applicable provisions of NAC Chapter 652.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

Matzinger Institute of Healing, a medical laboratory licensed by the Division of Public and Behavioral Health and the State Board of Health ("Board").

Signed: C. Matzinger, MD
Carolyn A. Matzinger, MD, Laboratory Director

Date: 9/11, 2020

NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION
BUREAU OF HEALTH CARE QUALITY AND COMPLIANCE

Signed: Margot Chappel
Margot Chappel
Deputy Administrator
signing for Dr. Ihsan Azzam
Ihsan Azzam, P.h.D, M.D, Chief Medical Officer

Date: 9/14/2020, 2020

Approved by Board of Health on:
Signed: _____
Lisa Sherych, Executive Officer of Board of Health

Date: _____, 2020

Compliance Agreement
Division of Public and Behavioral Health and Southern Nevada Public Health Laboratory

This Compliance Agreement is made and entered into effective on August 20, 2020, by, between, and among the Bureau of Health Care Quality and Compliance of the Division of Public and Behavioral Health of the Nevada Department of Health and Human Services of the State of Nevada (“BHCQC”), Southern Nevada Public Health Laboratory (“The Laboratory”), and the State Board of Health (“Board”).

RECITALS

The goal is to define the criteria for compliance for the Southern Nevada Public Health Laboratory (Licensed Laboratory #3828) located at 700 S Martin Luther King Blvd, Las Vegas, NV and the State Board of Health (“Board”).

Due to the COVID-19 outbreak and the need to expand testing BHCQC is modifying the qualifications to become a laboratory assistant in order to be able to issue a laboratory assistant certificate to individuals that only perform nasopharyngeal swab collections pursuant to the requirements of this compliance agreement. Individuals who are certified as laboratory assistants pursuant to this agreement, may only collect nasopharyngeal swab collections. As these individuals would be considered technical personnel of a laboratory, they would be authorized to collect these specimens in accordance with NRS 652.210. BHCQC shall also waive the required fee pursuant to NAC 652.488.

NOW, THEREFORE, it is hereby agreed as follows:

The Laboratory shall be allowed to use laboratory assistants to collect nasopharyngeal specimens so long as the following provision are met:


- 1) The laboratory will submit a nasopharyngeal specimen training program to BHCQC for approval. Once approved by BHCQC, the laboratory may use the training program to train individuals to perform nasopharyngeal specimen collections. The laboratory must maintain documentation showing that the individual completed the full training program.
- 2) The laboratory director or qualified designee will complete a competency evaluation of the individual. The competency evaluation must include the areas that were accessed for competency and an attestation by the laboratory director or qualified designee that the individual has been determined to be competent, with the name and title of the individual who made the competency determination and date and time it was completed.
- 3) The laboratory shall submit each competency evaluation completed pursuant to number two to BHCQC electronically with the individual’s name and personal address.
- 4) BHCQC shall issue a laboratory assistant certificate for the collection of nasopharyngeal specimens to each individual who is found to be competent to perform the specimen collection pursuant to number two and the certificate shall be good for the term of agreement.

Term of Agreement. This Agreement shall remain in effect until the Governor lifts the order allowing medical assistants to work outside of their scope of practice.

Requirements. The laboratory shall meet the provisions set forth in this agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

The Southern Nevada Public Health Laboratory and the State Board of Health (“Board”).

Signed: 
Joseph E Benson, MD MPH, Laboratory Director

Date: 26th, 2020

NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION
BUREAU OF HEALTH CARE QUALITY AND COMPLIANCE

Signed: Margot Chappel
Deputy Administrator
signing for Dr. Ihsan Azzam 
Ihsan Azzam, P.h.D, M.D, Chief Medical Officer

Date: 9/01/2020, 2020

Approved by Board of Health on:
Signed: _____
Lisa Sherych, Executive Officer of Board of Health

Date: _____, 2020

Compliance Agreement
Division of Public and Behavioral Health and Laboratory Corporation of America.

This Compliance Agreement is made and entered into effective on September 20, 2020, by, between, and among the Bureau of Health Care Quality and Compliance of the Division of Public and Behavioral Health of the Nevada Department of Health and Human Services of the State of Nevada (“BHCQC”), Laboratory Corporation of America (“Laboratory”), the State Board of Health (“Board”).

RECITALS

The goal is to define the criteria for compliance for Laboratory Corporation of America (Licensed Laboratory #1465) located at 2600 Mill St., Ste. 100 Reno, NV 89502 and the State Board of Health (“Board”).

A. NAC 652.370 subsection 2 requires a director to be on the premises of the laboratory at least once each month.

B. Due to the COVID-19 outbreak and the need to keep individuals safe through social distancing, the director will be allowed to meet with the laboratory once each month via phone or electronic means and be required to be on the premises of the laboratory quarterly.

NOW, THEREFORE, it is hereby agreed as follows:

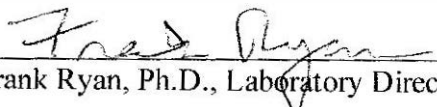
C. State Licensure. The Laboratory falls under the provisions of Nevada Administrative Code (652). The laboratory director will be allowed to meet with the laboratory once each month via phone or electronic means and be required to be on the premises of the laboratory quarterly.

D. Term of Agreement. This Agreement shall remain in effect until the chief medical officer terminates this agreement

Requirements. Except as otherwise provided in this Agreement, the Laboratory will maintain compliance with all applicable provisions of NAC Chapter 652.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

Laboratory Corporation of America, a medical laboratory licensed by the Division of Public and Behavioral Health and the State Board of Health (“Board”).

Signed: 
Frank Ryan, Ph.D., Laboratory Director

Date: 9-20, 2020

NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION
BUREAU OF HEALTH CARE QUALITY AND COMPLIANCE

Signed: Margot Chappel
Margot Chappel
Deputy Administrator
signing for Dr. Ihsan Azzam
Ihsan Azzam, P.h.D, M.D, Chief Medical Officer

Date: 9/01/2020, 2020

Approved by Board of Health on:

Signed: _____
Lisa Sherych, Executive Officer of Board of Health

Date: _____, 2020

Compliance Agreement
Nevada Division of Public and Behavioral Health and Renown Regional Medical Center

This compliance agreement is made and entered into effective on the 23rd day of November 2020, by, between, and among the Division of Public and Behavioral Health and Renown Regional Medical Center, license #669.

RECITALS

The goal of this compliance agreement is to enable Renown Regional Medical Center, located at 1155 Mill St., Reno, NV 89502, to provide services in a structure off-campus from the hospital premises. The structure is a currently licensed facility for skilled nursing, Sierra Ridge Health and Wellness Suites, located at 6225 Sharlands Ave., Reno, NV 89523.

The necessity for the temporary structure is to assist in handling the higher than anticipated patient volumes which are presently impacting the entire Reno community and resulting in patients waiting for hospital beds. Renown Regional Medical Center is coordinating efforts with Sierra Ridge Health and Wellness Suites, to use vacant patient rooms in the skilled nursing facility for patients with minimal nursing needs with an expected length of stay greater than 10 days.

A. The off-campus structure is a licensed skilled nursing facility with 141 skilled nursing beds. Sierra Ridge Health and Wellness Suites agrees to provide two units with a combined total bed capacity of 54 to be occupied by patients who are under the care of Renown Regional Medical Center.

B. Renown will staff the off-campus structure in that portion set aside for their patients, with appropriate medical personnel, including nurses, technicians, assistants and physicians. Services to be provided include medical care of patients awaiting appropriate discharge. The nurse staffing would be consistent with the hospital nurse staffing plan.

C. Sierra Ridge Health and Wellness Suites will be contracted by Renown to provide; dietary services, housekeeping, laundry and therapy for Renown's patients.

D. Renown Agrees to the following:

- 1) Patients with a contagious respiratory illness, including suspected or known COVID-19 will not be placed in the off-campus structure pursuant to section A.
- 2) Prior to moving patients into the off campus structure pursuant to section A, Renown must have a plan in place to protect patients if a patient develops a contagious respiratory illness, including but not limited to patients who are suspected of having or who develop COVID-19 while being housed in the off campus structure pursuant to section A.
- 3) Patients will be managed in accordance with a bed capacity management plan which includes making provisions in other areas of the hospital and/or transferring patients to the off-campus structure pursuant to section A.
- 4) No more than 54 patients will occupy beds in the off-campus structure pursuant to section A.
- 5) Patient 600 pounds or greater will not be housed in the off-campus structure pursuant to section A.
- 6) Patients with ventilators will not be housed in the off-campus structure pursuant to section A.

E. NAC 449.0105. Renown was not in compliance with the following provisions according to the 2018 edition of the Facility Guidelines Institute (FGI), "Guidelines for the Design and Construction of Hospitals:"

- 1) Section 2.1-8.3.4.3 Lighting for specific locations in the hospital. (3) Exam/treatment rooms. A portable or fixed examination light shall be provided for examination, treatment, and trauma rooms.
 - a. Renown reported the patient rooms could be utilized for examinations and/or treatments.
 - b. Renown agreed to provide portable lights for examinations and/or treatments conducted within the patient rooms.

- 2) ANSI/ASHRAE/ASHE standard 107-2017 Patient rooms shall have a minimum of 4 air exchanges per hour with a minimum of 2 from outdoors.
 - a. The off-campus location operates a heating and cooling system that places an on demand independent system in each room, this is the only means of air supply and exhaust for the space. Once the room is conditioned to the desired temperature, the system shuts off and no longer supports any air exchanges. This fails to meet the ASHRAE 170 air exchange requirement of 4 ACH per hour 2 from outdoors.
 - b. Renown's patient composition report indicated, the patients admitted to the off-campus location will be non-positive COVID-19 care, will not be dependent on ventilator care and will be non-Bariatric care. Any patient with respiratory illness(es) will be kept in the hospital with the required air exchanges.

- 3) ANSI/ASHRAE/ASHE standard 107 Air balancing, pressure relationships, and exhaust criteria for mechanical systems should be clearly described and tested to create an environment of care that provided for infection control.
 - a. The off-campus location lacked documented evidence of an air balance report to present for the space that will be defined as general hospital. This fails to meet standard 170 of ventilation requirements.
 - b. An air balance report will be provided to the Bureau of Health Care Quality and Compliance by 11/30/20.

NOW, THEREFORE, it is hereby agreed as follows:

1. The Chief Medical Officer agrees to postpone the enforcement of any regulations that would impair Renown Regional Medical Center from providing temporary services at Sierra Ridge Health and Wellness Suites as described above.
2. Term of Agreement. This Agreement shall remain in effect for 28 months plus a 90 day transition period.
3. Requirements. Except as otherwise provided in this agreement, Renown Regional Medical Center will maintain compliance with all applicable provisions of NAC Chapter 449, National fire Protection Association (NFPA) 101, LSC (2018 edition), NFPA 99, Health Care Facilities Code

(HCFC) (2018 edition) and the 2018 edition of the FGI, "Guidelines for the Design and Construction of Hospitals."

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

RENOWN REGIONAL MEDICAL CENTER

Signed:  _____
Erik Olson, Administrator

Date: 11/15/20, 2020

NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
BUREAU OF HEALTH CARE QUALITY AND COMPLIANCE

FOR

Signed: _____
2020

Date: 11/20/2020

Ihsan Azzam, Ph. D, M.D, Chief Medical Officer

Approved by Board of Health:

Signed: _____
2020

Date: _____

Lisa Sherych, Executive Officer of Board of Health

Compliance Agreement
Division of Public and Behavioral Health and IC Labs

This Compliance Agreement is made and entered into effective on November 3, 2020, by, between, and among the Bureau of Health Care Quality and Compliance of the Division of Public and Behavioral Health of the Nevada Department of Health and Human Services of the State of Nevada (“BHCQC”), IC Labs, the State Board of Health (“Board”).

RECITALS

The goal is to define the criteria for compliance for IC Labs (Exempt Laboratory #11189) located at 1730 W. Horizon Ridge Pkwy, Henderson, NV 89012, and the State Board of Health (“Board”).

A. NAC 652.195 allows a licensed laboratory to collect specimens or perform tests, or both, at a location other than the location set forth in its license by obtaining a permit to operate a laboratory at a temporary location.

B. Due to the COVID-19 outbreak and the need to serve the public in the State of Nevada in the collection of specimens for the purpose of COVID-19 laboratory testing by a CLIA certified laboratory, IC Labs, an exempt laboratory, will be allowed to operate at locations other than the location set forth in its license without a permit and without being a licensed laboratory at the following locations:

Doubletree by Hilton
Las Vegas Airport
7250 Pollock Dr.
Las Vegas, NV 89119

Treasure Island Hotel
3300 Las Vegas Blvd. South
Las Vegas, NV 89109

Xtreme Manufacturing
8350 Eastgate Road
Henderson, NV 89015

Trump Tower
2000 Fashion Show Mall
Las Vegas, NV 89109

NOW, THEREFORE, it is hereby agreed as follows:

- C. State Licensure. The Laboratory falls under the provisions of Nevada Administrative Code (652).
- 1) The laboratory will be allowed to perform COVID-19 specimen collection and testing at the locations which are documented in B. without obtaining a permit and without being a licensed laboratory.
 - 2) The laboratory must remain in compliance with NRS 652.072; therefore, the patients served in the locations other than the locations set forth in its license would be patients of the laboratory director.

D. Term of Agreement. This Agreement shall remain in effect until the chief medical officer terminates this agreement

Requirements. Except as otherwise provided in this Agreement, the Laboratory will maintain compliance with all applicable provisions of NAC Chapter 652.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

IC Labs, a medical laboratory licensed by the Division of Public and Behavioral Health and the State Board of Health ("Board").

Signed: Carolyn A. Matzinger, MD
Carolyn A. Matzinger, MD, Laboratory Director

Date: 11/3, 2020

NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION
BUREAU OF HEALTH CARE QUALITY AND COMPLIANCE

Signed: Ihsan Azzam
Ihsan Azzam, P.h.D, M.D, Chief Medical Officer

Date: 11/04, 2020

Approved by Board of Health on:

Signed: Lisa Sherych
Lisa Sherych, Executive Officer of Board of Health

Date: _____, 2020

Compliance Agreement
Division of Public and Behavioral Health and Minuteclinic Diagnostic of Nevada PC-W. Ann

This Compliance Agreement is made and entered into effective on November 16, 2020, by, between, and among the Bureau of Health Care Quality and Compliance of the Division of Public and Behavioral Health of the Nevada Department of Health and Human Services of the State of Nevada (“BHCQC”), Minuteclinic Diagnostic of Nevada PC-W. Ann, and the State Board of Health (“Board”).

RECITALS

The goal is to define the criteria for compliance for Minuteclinic Diagnostic of Nevada PC-W. Ann (Exempt Laboratory #4748) located at 4755 West Ann Rd. North Las Vegas, NV 89031, and the State Board of Health (“Board”).

A. NAC 652.195 allows a licensed laboratory to collect specimens or perform tests, or both, at a location other than the location set forth in its license by obtaining a permit to operate a laboratory at a temporary location.

B. Due to the COVID-19 outbreak and the need to serve the public in the State of Nevada in the collection of specimens for the purpose of COVID-19 laboratory testing by a CLIA certified laboratory, Minuteclinic Diagnostic of Nevada PC-W. Ann, an exempt laboratory, will be allowed to operate at locations other than the location set forth in its license without a permit and without being a licensed laboratory at the following location:

4810 West Ann Rd.
Las Vegas, NV 89130

NOW, THEREFORE, it is hereby agreed as follows:


- C. **State Licensure.** The Laboratory falls under the provisions of Nevada Administrative Code (652).
- 1) The laboratory will be allowed to perform COVID-19 specimen collection and testing at the location which is documented in B. without obtaining a permit and without being a licensed laboratory.
 - 2) The laboratory must remain in compliance with NRS 652.072; therefore, the patients served in the locations other than the locations set forth in its license would be patients of the laboratory director.

D. **Term of Agreement.** This Agreement shall remain in effect until the chief medical officer terminates this agreement

Requirements. Except as otherwise provided in this Agreement, the Laboratory will maintain compliance with all applicable provisions of NAC Chapter 652.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

Minuteclinic Diagnostic of Nevada PC-W. Ann, a medical laboratory licensed by the Division of Public and Behavioral Health and the State Board of Health (“Board”).

Signed: 
Milan S. Parekh, M.D., Laboratory Director

Date: November 17, 2020

NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION
BUREAU OF HEALTH CARE QUALITY AND COMPLIANCE

Margot Chappel
Deputy Administrator
Signed: signing for Dr. Ihsan Azzam 
Ihsan Azzam, P.h.D, M.D, Chief Medical Officer

Date: 11/23, 2020

Approved by Board of Health on:
Signed: _____
Lisa Sherych, Executive Officer of Board of Health

Date: _____, 2020

Compliance Agreement
Division of Public and Behavioral Health and At Peace Inc. DBA At Peace Home Care

This Compliance Agreement is made and entered into effective on the 23 day of March, 2020, by, between, and among the Bureau of Health Care Quality and Compliance, the Division of Public and Behavioral Health and At Peace Inc. DBA At Peace Home Care, an agency to provide personal care in the home with a certification for providing services as an intermediary service organization.

RECITALS

The goal of this compliance agreement is to enable At Peace Inc. DBA At Peace Home Care to delay the payment of fees for a change of location of the facility in the amount of \$1374.00.

The necessity for the temporary changes as listed above is to assist in providing the facility the ability to continue to operate and provide the care their clients need without interruption and provide the facility with an extension of 8 months to pay the fee for the change location of the facility.

A. Nevada Administrative Code (NAC) NAC 449.190 License: Contents; validity; transferability; issuance of more than one type. (NRS 449.0302)

1. A license to operate a residential facility must include:

(a) The name of the administrator of the facility;

(b) The name and address of the facility;

(c) The type of facility;

(d) The maximum number of residents authorized to reside at the facility; and

(e) The category of residents who may reside at the facility.

2. The license becomes invalid if the facility is moved to a location other than the location stated on the license. The license may not be transferred to another owner.

3. A residential facility may be licensed as more than one type of residential facility if the facility provides evidence satisfactory to the Bureau that it complies with the requirements for each type of facility and can demonstrate that the residents will be protected and receive necessary care and services.

(Added to NAC by Bd. of Health by R003-97, eff. 10-30-97)

B. Nevada Administrative Code NAC 449.013 License and renewal fees to operate ambulatory surgical center, home office or subunit agency of home health agency, branch office of home health agency, rural clinic, obstetric center, program of hospice care, independent center for emergency medical care, nursing pool, facility for treatment with narcotics, medication unit, referral agency, facility for refractive surgery, mobile unit, agency to provide personal care services in the home, facility for the care of adults during day, peer support recovery organization and community health worker pool; expiration of application for license. (NRS 439.150, 439.200, 449.0302, 449.0303, 449.0305, 449.050)

1. Except as otherwise provided in NAC 449.0168, an applicant for a license to operate any of the following facilities, programs of hospice care or agencies must pay to the Division of Public and Behavioral Health the following nonrefundable fees:

(a) An ambulatory surgical center	\$9,784
(b) A home office or subunit agency of a home health agency	5,168
(c) A branch office of a home health agency	5,358
(d) A rural clinic	4,058
(e) An obstetric center	1,564
(f) A program of hospice care	7,054
(g) An independent center for emergency medical care	4,060

(h) A nursing pool	4,602
(i) A facility for treatment with narcotics	5,046
(j) A medication unit	1,200
(k) A referral agency	2,708
(l) A facility for refractive surgery	6,700
(m) A mobile unit	2,090
(n) An agency to provide personal care services in the home	1,374
(o) A facility for the care of adults during the day allowed to be occupied by not more than 50 clients at one time	1,164
(p) A facility for the care of adults during the day allowed to be occupied by more than 50 clients at one time	1,753
(q) A peer support recovery organization	1,000
(r) A community health worker pool	1,000

2. This Agreement shall remain in effect for 6 months. If a longer period is required, this agreement would need to be approved by the Board of Health.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

At Peace Inc. DBA At Peace Home Care

Charlita Teagues, Administrator

Date: 9.1.2020, 20

NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION
BUREAU OF HEALTH CARE QUALITY AND COMPLIANCE

Margot Chappel
Deputy Administrator
signing for Dr. Ihsan
Signed: _____
Ihsan Azzam, P.h.D, M.D, Chief Medical Officer

Date: 9/01/2020, 2020

Approved by Board of Health on:

Signed: _____
Lisa Sherych, Executive Officer of Board of Health

Date: _____, 2020

Compliance Agreement

Division of Public and Behavioral Health and Renown Regional Medical Center Clinical Laboratory

This Compliance Agreement is made and entered into effect on November 13, 2020 by, between, and among the Bureau of Health Care Quality and Compliance of the Division of Public and Behavioral Health of the Nevada Department of Health and Human Services of the State of Nevada ("BHCQC"), Renown Regional Medical Center Clinical Laboratory ("The Laboratory"), and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for the Renown Regional Medical Center Clinical Laboratory (Licensed Laboratory #1510) located at 1155 Mill St, Sierra Tower, Reno, NV 89502 and the State Board of Health ("Board").

Due to the COVID-19 outbreak and the need to expand testing capacity, BHCQC is postponing the enforcement of the certification of an office laboratory assistant in accordance with NAC 652.4855 only for the purpose of a physician to be able to delegate to medical assistants employed by Renown Health that have been found competent to perform waived blood glucose point-of-care testing to do so during the COVID-19 emergency crisis.

The Governor's directive allows a medical assistant to work outside of their scope during the COVID-19 crisis; therefore, the medical assistant would be allowed to work beyond the scope of work in NRS 652.210 which would require a medical assistant to be a technical personnel of a laboratory in order to perform waived blood glucose point-of-care testing.

NOW, THEREFORE, it is hereby agreed as follows:

BHCQC will postpone the enforcement of the requirement for a medical assistant to become certified in accordance with NAC 652.4855 and The Laboratory shall be allowed to use medical assistants employed by Renown Health to perform waived blood glucose point-of-care testing in accordance with the Governor's order so long as:

- 1) The waived blood glucose point-of-care testing performed by medical assistants is overseen by a physician;
- 2) A copy of the training that will be used to train medical assistants to perform waived blood glucose point-of-care testing for approval by the Bureau of Health Care Quality and Compliance; and
- 3) The laboratory director or a designee deemed qualified by the laboratory director certifies the medical assistant is competent to perform waived blood glucose point-of-care testing.

Term of Agreement. This Agreement shall remain in effect until the Governor lifts the order allowing medical assistants to work outside of their scope of practice.

Requirements. The medical assistants perform waived blood glucose point-of-care testing in accordance with the provisions of this compliance agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

Renown Regional Medical Center Clinical Laboratory and the State Board of Health ("Board").

Signed: 

Date: Nov 13th, 2020

Larry Duncan, Vice President and Administrator for the Institute for Cancer, Incident Commander for HICS

NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION
BUREAU OF HEALTH CARE QUALITY AND COMPLIANCE

Signed: *Margot Chappel* FOR _____ Date: 11/16, 2020
Ihsan Azzam, P.h.D, M.D, Chief Medical Officer

Approved by Board of Health on:
Signed: _____ Date: _____, 2020
Lisa Sherych, Executive Officer of Board of Health