Compliance Agreement Division of Public and Behavioral Health and Lyon County School District

This Compliance Agreement is made and entered into effective on March 9, 2021, 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"), the Lyon County School District, and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for the Lyon County School District located at 25 E. Goldfield Ave., Yerington, NV 89447, and the State Board of Health ("Board").

Due to the COVID-19 outbreak and the need to expand testing, BHCQC is waiving the \$500 initial laboratory license fee in accordance with NAC 652.488(1)(f) so that the fees will not act as a financial burden on the Nevada Public School system and the public schools in Nevada will have the availability to provide COVID-19 testing to the students and staff of the schools in this district.

NOW, THEREFORE, it is hereby agreed as follows:

BHCQC will waive the initial laboratory licensing fee for the Lyon County School District in accordance with NAC 652.488(1)(f). The subsequent State of Nevada laboratory license biennial renewal fees will be required to be paid according to the fees associated with this category of aboratory stipulated in NAC 652.488.

Term of Agreement. This Agreement shall remain in effect until the Governor lifts the emergency declaration.

<u>Requirements.</u> The COVID-19 collection and testing personnel are required to meet the requirements in accordance with NRS 652.210(1). Any person that is identified to collect or perform laboratory testing that does not meet the requirements in NRS 652.210(1), must be licensed by the State of Nevada as an Office Laboratory Assistant (OLA). All laboratory collection and testing personnel will be required to have documentation of training and competency before collecting or testing human specimens.

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

The Lyon County School District and the State Board of Health ("Board").

Signed: Mon Dr. Bridge BEN RN Norma J. Bisard, RN, Laboratory Director

Lyon County School District

Date: <u>3/9</u>, 2021

Margot Chappel Deputy Administrator

Signed:

Deputy Administrator for Dr. Ihsan Azzam Mulligot Chappel

Date: March 12th , 2021

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

Approved by Board of Health on: Signed:

Date: _____, 2021

Lisa Sherych, Executive Officer of Board of Health

Compliance Agreement Division of Public and Behavioral Health and the Lyon County School District

This Compliance Agreement is made and entered into effective on March 9, 2021, 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"), Lyon County School District and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for the Lyon County School District located at 25 E. Goldfield Ave., Yerington, NV 89447, and the State Board of Health ("Board").

Due to the COVID-19 outbreak and the need to expand testing, the Lyon County School District will be allowed to have Registered Nurses that are licensed in the State of Nevada, to serve as a laboratory director for schools which are performing waived COVID laboratory testing.

NOW, THEREFORE, it is hereby agreed as follows:

<u>State Licensure</u>. The Laboratory falls under the provisions of Nevada Administrative Code (NAC) 652. The laboratories that will be conducting waived COVID laboratory tests in the public schools within the Lyon County School District, will be allowed to have a Registered Nurse to qualify as a laboratory director of a State of Nevada Exempt laboratory.

<u>Term of Agreement.</u> This Agreement shall remain in effect until the Governor lifts the order allowing Registered Nurses to qualify as a State of Nevada Exempt laboratory director conducting waived COVID tests.

<u>Requirements.</u> The Registered Nurse that accepts the responsibility of being the laboratory director of a State of Nevada Exempt laboratory performing waived COVID testing, will be required to ensure that the laboratory meets the State regulatory requirements for Exempt laboratories stated in NAC 652.155.

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

The Lyon County School District and the State Board of Health ("Board").

Signed: Monne Q. Busand PU	
Norma J. Bisard, RN, Laboratory Director	
Lyon County School District	

Date: _3/9 ____, 2021

Margot Chappel Deputy Administrator

Date: March 12th , 2021

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

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

Compliance Agreement

Division of Public and Behavioral Health and Douglas County School District

This Compliance Agreement is made and entered into effective on February 17, 2021, 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"), the Douglas County School District, and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for the Douglas County School District located at 1638 Mono Ave., Minden, NV 89423.

Due to the COVID-19 outbreak and the need to expand testing, BHCQC is waiving the \$500 initial laboratory license fee in accordance with NAC 652.488(1)(f) so that the fees will not act as a financial burden on the Nevada Public School system and the public schools in Nevada will have the availability to provide COVID-19 testing to the students and staff of the schools in this district.

NOW, THEREFORE, it is hereby agreed as follows:

BHCQC will waive the initial laboratory licensing fee for the Douglas County School District in accordance with NAC 652.488(1)(f). The subsequent State of Nevada laboratory license biennial renewal fees will be required to be paid according to the fees associated with this category of daboratory stipulated in NAC 652.488.

Term of Agreement. This Agreement shall remain in effect until the Governor lifts the emergency declaration.

Requirements. The COVID-19 collection and testing personnel are required to meet the requirements in accordance with NRS 652.210(1). Any person that is identified to collect or perform laboratory testing that does not meet the requirements in NRS 652.210(1), must be licensed by the State of Nevada as an Office Laboratory Assistant (OLA). All laboratory collection and testing personnel will be required to have documentation of training and competency before collecting or testing human specimens.

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

The Douglas County School District and the State Board of Health ("Board").

Signed: Jemifer L. Tyndall, RN, Laboratory Director

Date: Feb 22 ,2021

Signed: Margot Chappel Deputy Administrator for Dr. Ihsan Azzam Multiple Chappel

Date: <u>March 12th</u>, 2021

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

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

Compliance Agreement Division of Public and Behavioral Health and the Douglas County School District

This Compliance Agreement is made and entered into effective on February 17, 2021, 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"), Douglas County School District and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for the Douglas County School District located at 1638 Mono Ave., Minden NV 89423, and the State Board of Health ("Board").

Due to the COVID-19 outbreak and the need to expand testing, the Douglas County School District will be allowed to have Registered Nurses that are licensed in the State of Nevada, to serve as a laboratory director for schools which are performing waived COVID laboratory testing.

NOW, THEREFORE, it is hereby agreed as follows:

State Licensure. The Laboratory falls under the provisions of Nevada Administrative Code (NAC) 652. The laboratories that will be conducting waived COVID laboratory tests in the public schools within the Douglas County School District, will be allowed to have a Registered Nurse to qualify as a laboratory director of a State of Nevada Exempt laboratory.

Term of Agreement. This Agreement shall remain in effect until the Governor lifts the order allowing Registered Nurses to qualify as a State of Nevada Exempt laboratory director conducting waived COVID tests.

Requirements. The Registered Nurse that accepts the responsibility of being the laboratory director of a State of Nevada Exempt laboratory performing waived COVID testing, will be required to ensure that the laboratory meets the State regulatory requirements for Exempt laboratories stated in NAC 652.155. IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

The Douglas County School District and the State Board of Health ("Board").

Signed: Junif Tyndall, RN, Laboratory Director

Date: Feb. 22, 2021

Margot Chappel Deputy Administrator for Dr. Ihsan Azzam

Margot Chappel

Date: March 12th , 2021

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

Approved by Board of Health on: Signed: ______ Date: _____, 2021 Lisa Sherych, Executive Officer of Board of Health

Compliance Agreement Division of Public and Behavioral Health and Advanced Medical Arts

This Compliance Agreement is made and entered into effective on February 19, 2021, 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"), Advanced Medical Arts, and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for Advanced Medical Arts (Exempt Laboratory #4956) located at 513 Hammill Lane, Reno, NV 89511, 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 and testing of specimens for the purpose of COVID-19 laboratory testing by a CLIA certified laboratory, Advanced Medical Arts, 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:

Bishop Manogue Catholic High School 110 Bishop Manogue Dr. Reno, NV 89511

NOW, THEREFORE, it is hereby agreed as follows:

- C. <u>State Licensure</u>. 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. <u>Term of Agreement</u>. This Agreement shall remain in effect until the chief medical officer terminates this agreement

<u>Requirements</u>. 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.

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

Signed:	a chilling	
J	James C. McLennan, MD, Laboratory Director	

Date: 2/20, 2021

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

Margot Chappel

Signed:

Deputy Administrator for Dr. Ihsan Azzam

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

Date: March 12th , 2021

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

Compliance Agreement Division of Public and Behavioral Health and Athlete Advantage Medical

This Compliance Agreement is made and entered into effective on February 17, 2021, 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"), Athlete Advantage Medical, and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for Athlete Advantage Medical (Exempt Laboratory #11140) located at 6771 W. Charleston Blvd. Suite B, Las Vegas, NV 89146, 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 and testing of specimens for the purpose of COVID-19 laboratory testing by a CLIA certified laboratory, Athlete Advantage Medical, 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 Venetian Resort Las Vegas 3355 Las Vegas Blvd. South Las Vegas, NV 89109

NOW, THEREFORE, it is hereby agreed as follows:

- C. <u>State Licensure</u>. 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. <u>Term of Agreement</u>. This Agreement shall remain in effect until the chief medical officer terminates this agreement

<u>Requirements</u>. 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.

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

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Signed:	Nondyn

Nick Sadeghi, MD, Laboratory Director

Date: FEB 17

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

Signed: Margot Chappel Deputy Administrator for Dr. Ihsan Azzam

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

Date: March 12th , 2021

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

Date:	,	2021
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Compliance Agreement Division of Public and Behavioral Health and Innovative Medical LLC

This Compliance Agreement is made and entered into effective on February 17, 2021, 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"), Innovative Medical LLC, and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for Innovative Medical LLC (Exempt Laboratory #11229) located at 4130 E. Sunset Rd, Henderson, NV 89014, 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 and testing of specimens for the purpose of COVID-19 laboratory testing by a CLIA certified laboratory, Innovative Medical LLC, 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:

5835 S. Eastern Ave. Las Vegas, NV 89119

540 Marks St. Henderson, NV 89014

4427 E. Sunset Rd. Henderson, NV 89014

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. <u>Term of Agreement</u>. This Agreement shall remain in effect until the chief medical officer terminates this agreement

<u>Requirements.</u> 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.

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

Signed: Kevin Ramsey, MD, Laboratory Director

Date: 2/17, 2021

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

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

Date: March 12th ____, 2021

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

Compliance Agreement Division of Public and Behavioral Health and Viracor Las Vegas

This Compliance Agreement is made and entered into effective on March 11, 2021, 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"), Viracor Las Vegas, and the State Board of Health ("Board").

RECITALS

A. The goal is to define the criteria for compliance for Viracor Las Vegas (Exempt Laboratory #11204) located at 2970 Coleman St., North Las Vegas, NV 89032, and the State Board of Health ("Board").

B. The Nevada Administrative Code (NAC) 652.397 sets forth which persons are qualified in the State of Nevada to serve as a director of an exempt laboratory that performs tests that have been categorized by the Food and Drug Administration (FDA) as waived laboratory tests. The qualified person defined by NAC 652.397 does not include individuals with a Ph.D. in an academic field of study.

C. A need exists in the State of Nevada for laboratories to collect and test human specimens by performing tests designated by the FDA as "waived tests" under the federal Clinical Laboratory Improvement Amendments (CLIA) regulations. To address this need, Viracor Las Vegas, an exempt laboratory, will be permitted to have a Ph.D. be qualified to serve as its laboratory director.

NOW, THEREFORE, it is hereby agreed as follows:

A. <u>State Licensure</u>. The Viracor Las Vegas Exempt Laboratory shall be permitted to have a Ph.D. serve as its laboratory director. The laboratory will be conducting waived laboratory tests and shall comply with all other the provisions of Nevada Administrative Code (NAC) 652.

B. <u>Requirements</u>. Except as otherwise provided in this Agreement, Viracor Las Vegas will maintain compliance with all applicable provisions of NAC Chapter 652. The Ph.D. who accepts the responsibility of being the laboratory director of an exempt laboratory performing waived laboratory testing will be required to ensure that the laboratory meets the requirements for exempt laboratories as set forth in NAC 652.155.

C. <u>Term of Agreement</u>. This Agreement shall remain in effect until such time the State Chief Medical Officer, the State of Nevada Governor or State legislation terminates this agreement.

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

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

Signed: <u>Michelle Atrich, Ph.D., Laboratory Director</u>

Date: IIMAR, 2021

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

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

Date: March 12th ____, 2021

Approved by Board of Health on:

Signed:

Date:_____, 2021

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

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Compliance Agreement Division of Public and Behavioral Health and TOBP, LLC

This Compliance Agreement is made and entered into effective on February 18, 2021, 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"), TOBP, LLC, and the State Board of Health ("Board").

RECITALS

A. The goal is to define the criteria for compliance for TOBP, LLC (Exempt Laboratory #11282) located at 2685 S. Rainbow Blvd. Ste. 107, Las Vegas, NV 89146, and the State Board of Health ("Board").

B. The Nevada Administrative Code (NAC) 652.397 sets forth which persons are qualified in the State of Nevada to serve as a director of an exempt laboratory that performs tests that have been categorized by the Food and Drug Administration (FDA) as waived laboratory tests. The qualified person defined by NAC 652.397 do not include dentists licensed pursuant to chapter 631 of the Nevada Revised Statutes (NRS).

C. A need exists in the State of Nevada for licensed dental practices to collect and test human specimens by performing tests designated by the FDA as "waived tests" under the federal Clinical Laboratory Improvement Amendments (CLIA) regulations. To address this need, TOBP, LLC, an exempt laboratory, will be permitted to have a dentist licensed in the State of Nevada be qualified to serve as its laboratory director.

NOW, THEREFORE, it is hereby agreed as follows:

A. <u>State Licensure</u>. The TOBP, LLC Exempt Laboratory shall be permitted to have a dentist licensed in the State of Nevada serve as its laboratory director. The laboratory will be conducting waived laboratory tests and shall comply with all other the provisions of Nevada Administrative Code (NAC) 652.

B. <u>Requirements.</u> Except as otherwise provided in this Agreement, TOBP, LLC will maintain compliance with all applicable provisions of NAC Chapter 652. The licensed dentist who accepts the responsibility of being the laboratory director of an exempt laboratory performing waived laboratory testing will be required to ensure that the laboratory meets the requirements for exempt laboratories as set forth in NAC 652.155.

C. <u>Term of Agreement.</u> This Agreement shall remain in effect until such time as the provisions in NAC Chapter 652 have been changed to allow dentists that are licensed by the State of Nevada to be qualified laboratory directors of Exempt laboratories, or until the State Chief Medical Officer terminates this agreement._

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

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

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Signed:	\mathcal{V}^{-}	X X X X		Date:	Fed 19	, 2021
Sil	va Battaglin, DM	D, Laboratory Direc	tor			

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

Margot Chappel

Deputy Administrator Signed: for Dr. Ihsan Azzam Mulliot Chapped Ihsan Azzam, P.h.D, M.D, Chief Medical Officer

Date: March 12th , 2021

Approved by Board of Health on:

Signed:

Date: , 2021

Lisa Sherych, Executive Officer of Board of Health

Compliance Agreement Division of Public and Behavioral Health and Storey County School District

This Compliance Agreement is made and entered into effective on March 9, 2021, by, between, and among the Bureau of Health Care Ouality 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"), the Storey County School District, and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for the Storey County School District located at 124 South E St., Virginia City, NV 89440 and the State Board of Health ("Board").

Due to the COVID-19 outbreak and the need to expand testing, BHCQC is waiving the \$500 initial laboratory license fee in accordance with NAC 652.488(1)(f) so that the fees will not act as a financial burden on the Nevada Public School system and the public schools in Nevada will have the availability to provide COVID-19 testing to the students and staff of the schools in this district.

NOW, THEREFORE, it is hereby agreed as follows:

BHCQC will waive the initial laboratory licensing fee for the Storey County School District in accordance with NAC 652.488(1)(f). The subsequent State of Nevada laboratory license biennial renewal fees will be required to be paid according to the fees associated with this category of laboratory stipulated in NAC 652.488.

Term of Agreement. This Agreement shall remain in effect until the Governor lifts the emergency declaration.

Requirements. The COVID-19 collection and testing personnel are required to meet the requirements in accordance with NRS 652.210(1). Any person that is identified to collect or perform laboratory testing that does not meet the requirements in NRS 652.210(1), must be licensed by the State of Nevada as an Office Laboratory Assistant (OLA). All laboratory collection and testing personnel will be required to have documentation of training and competency before collecting or testing human specimens.

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

The Storey County School District and the State Board of Health ("Board").

Jill Conners, RN, BSN, Laboratory Director Signed:

Storey County School District

Date: <u>3-9</u>, 2021

Signed:	Date:	<u>e e</u> , 2021
Ihsan Azzam, P.h.D, M.D, Chief Medical Officer		
Approved by Board of Health on:		
Signed:	Date:	, 2021
Lisa Sherych, Executive Officer of Board of Health		

Compliance Agreement Division of Public and Behavioral Health and the Storey County School District

This Compliance Agreement is made and entered into effective on March 9, 2021, 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"), Storey County School District and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for the Storey County School District located at 124 South E St., Virginia City, NV 89440, and the State Board of Health ("Board").

Due to the COVID-19 outbreak and the need to expand testing, the Storey County School District will be allowed to have Registered Nurses that are licensed in the State of Nevada, to serve as a laboratory director for schools which are performing waived COVID laboratory testing.

NOW, THEREFORE, it is hereby agreed as follows:

State Licensure. The Laboratory falls under the provisions of Nevada Administrative Code (NAC) 652. The laboratories that will be conducting waived COVID laboratory tests in the public schools within the Storey County School District, will be allowed to have a Registered Nurse to qualify as a laboratory director of a State of Nevada Exempt laboratory.

Term of Agreement. This Agreement shall remain in effect until the Governor lifts the order allowing Registered Nurses to qualify as a State of Nevada Exempt laboratory director conducting waived COVID tests.

Requirements. The Registered Nurse that accepts the responsibility of being the laboratory director of a State of Nevada Exempt laboratory performing waived COVID testing, will be required to ensure that the laboratory meets the State regulatory requirements for Exempt laboratories stated in NAC 652.155.

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

The Storey County School District and the State Board of Health ("Board").

Signed:

Date: 3-9 2021

Jill Conners, RN, BSN, Laboratory Director Storey County School District

Signed:	Date:	, 2021
Ihsan Azzam, P.h.D, M.D, Chief Medical Officer		
Approved by Board of Health on:		
Signed:	Date:	, 2021

Lisa Sherych, Executive Officer of Board of Health

Compliance Agreement Division of Public and Behavioral Health and Churchill County School District

This Compliance Agreement is made and entered into effective on March 16, 2021, 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"), the Churchill County School District, and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for the Churchill County School District located at 1 Greenwave Circle, Fallon, NV 89406, and the State Board of Health ("Board").

Due to the COVID-19 outbreak and the need to expand testing, BHCQC is waiving the \$500 initial laboratory license fee in accordance with NAC 652.488(1)(f) so that the fees will not act as a financial burden on the Nevada Public School system and the public schools in Nevada will have the availability to provide COVID-19 testing to the students and staff of the schools in this district.

NOW, THEREFORE, it is hereby agreed as follows:

BHCQC will waive the initial laboratory licensing fee for the Churchill County School District in accordance with NAC 652.488(1)(f). The subsequent State of Nevada laboratory license biennial renewal fees will be required to be paid according to the fees associated with this category of laboratory stipulated in NAC 652.488.

Term of Agreement. This Agreement shall remain in effect until the Governor lifts the emergency declaration.

<u>Requirements.</u> The COVID-19 collection and testing personnel are required to meet the requirements in accordance with NRS 652.210(1). Any person that is identified to collect or perform laboratory testing that does not meet the requirements in NRS 652.210(1), must be licensed by the State of Nevada as an Office Laboratory Assistant (OLA). All laboratory collection and testing personnel will be required to have documentation of training and competency before collecting or testing human specimens.

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

The Churchill County School District and the State Board of Health ("Board").

Stelltz R Signed:

Date: 3 - 17 2021

Stefanic Utz, RN, Laboratory Director Churchill County School District

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Signed: sig	gning for	Dr. Ihsar	Azzan	10000				

Date: March 30, 2021

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

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

Date: _____, 2021

Compliance Agreement

Division of Public and Behavioral Health and the Churchill County School District

This Compliance Agreement is made and entered into effective on March 16, 2021, 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"), Churchill County School District and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for the Churchill County School District located at 1 Greenwave Circle, Fallon, NV 89406, and the State Board of Health ("Board").

Due to the COVID-19 outbreak and the need to expand testing, the Churchill County School District will be allowed to have Registered Nurses that are licensed in the State of Nevada, to serve as a laboratory director for schools which are performing waived COVID laboratory testing.

NOW, THEREFORE, it is hereby agreed as follows:

<u>State Licensure.</u> The Laboratory falls under the provisions of Nevada Administrative Code (NAC) 652. The laboratories that will be conducting waived COVID laboratory tests in the public schools within the Churchill County School District, will be allowed to have a Registered Nurse to qualify as a laboratory director of a State of Nevada Exempt laboratory.

<u>Term of Agreement</u>. This Agreement shall remain in effect until the Governor lifts the order allowing Registered Nurses to qualify as a State of Nevada Exempt laboratory director conducting waived COVID tests.

<u>Requirements.</u> The Registered Nurse that accepts the responsibility of being the laboratory director of a State of Nevada Exempt laboratory performing waived COVID testing, will be required to ensure that the laboratory meets the State regulatory requirements for Exempt laboratories stated in NAC 652.155.

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

The Churchill County School District and the State Board of Health ("Board").

Signed:

Date: 3-17 .2021

Stefanie Utz, KN, Laboratory Director Churchill County School District

Margot Chappel DeputyAdministrator Signed: signing for Dr. Ihsan Azzam Multiplet Chappel

Date: March 30, 2021

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

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

Date: ____, 2021

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Compliance Agreement Division of Public and Behavioral Health and Nye County School District

This Compliance Agreement is made and entered into effective on March 15, 2021, 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"), the Nye County School District, and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for the Nye County School District located at 900 E. Jackrabbit St. Ste. 2, Pahrump, NV 89048, and the State Board of Health ("Board").

Due to the COVID-19 outbreak and the need to expand testing. BHCQC is waiving the \$500 initial laboratory license fee in accordance with NAC 652.488(1)(f) so that the fees will not act as a financial burden on the Nevada Public School system and the public schools in Nevada will have the availability to provide COVID-19 testing to the students and staff of the schools in this district.

NOW, THEREFORE, it is hereby agreed as follows:

BHCQC will waive the initial laboratory licensing fee for the Nye County School District in accordance with NAC 652.488(1)(f). The subsequent State of Nevada laboratory license biennial renewal fees will be required to be paid according to the fees associated with this category of laboratory stipulated in NAC 652.488.

Term of Agreement. This Agreement shall remain in effect until the Governor lifts the emergency declaration.

<u>Requirements.</u> The COVID-19 collection and testing personnel are required to meet the requirements in accordance with NRS 652.210(1). Any person that is identified to collect or perform laboratory testing that does not meet the requirements in NRS 652.210(1), must be licensed by the State of Nevada as an Office Laboratory Assistant (OLA). All laboratory collection and testing personnel will be required to have documentation of training and competency before collecting or testing human specimens.

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

The Nyc County School District and the State Board of Health ("Board").

Signed:

Candice Fried, RN, Laboratory Director Nye County School District

Date: 3/15___, 2021

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

Date: March 30 , 2021

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

Compliance Agreement Division of Public and Behavioral Health and the Nye County School District

This Compliance Agreement is made and entered into effective on March 15, 2021, 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"), Nye County School District and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for the Nye County School District located at 900 E. Jackrabbit St. Ste. 2, Pahrump, NV 89048, and the State Board of Health ("Board").

Due to the COVID-19 outbreak and the need to expand testing, the Nye County School District will be allowed to have Registered Nurses that are licensed in the State of Nevada, to serve as a laboratory director for schools which are performing waived COVID laboratory testing.

NOW, THEREFORE, it is hereby agreed as follows:

<u>State Licensure.</u> The Laboratory falls under the provisions of Nevada Administrative Code (NAC) 652. The laboratories that will be conducting waived COVID laboratory tests in the public schools within the Nye County School District, will be allowed to have a Registered Nurse to qualify as a laboratory director of a State of Nevada Exempt laboratory.

<u>Term of Agreement</u>. This Agreement shall remain in effect until the Governor lifts the order allowing Registered Nurses to qualify as a State of Nevada Exempt laboratory director conducting waived COVID tests.

<u>Requirements.</u> The Registered Nurse that accepts the responsibility of being the laboratory director of a State of Nevada Exempt laboratory performing waived COVID testing, will be required to ensure that the laboratory meets the State regulatory requirements for Exempt laboratories stated in NAC 652.155.

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

The Nye County School District and the State Board of Health ("Board").

Signcd:

Candice Fried, RN, Laboratory Director Nye County School District

Date: 3/15___, 2021

Signed	Margot Chappel Deputy Administrator signing for Dr. Ihsan Azzam MMUQot Chappel
orgineu.	Ibsan Azzam Ph D M D Chief Medical Officer

Date: March 30, 2021

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

Compliance Agreement

Division of Public and Behavioral Health and Tahoe Fracture and Orthopedic Medical Clinic

This Compliance Agreement is made and entered into effective on March 30, 2021, 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"), Tahoe Fracture and Orthopedic Medical Clinic ("Laboratory") and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for Tahoe Fracture and Orthopedic Medical Clinic (Registered Laboratory #9184) located at 2874 N. Carson St. Ste. 123 Carson City, NV 89706, 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. <u>State Licensure</u>. 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. <u>Term of Agreement</u>. This Agreement shall remain in effect during the COVID-19 pandemic until the chief medical officer terminates this agreement.

<u>Requirements</u>. 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.

Tahoe Fracture and Orthopedic Medical Clinic, a medical laboratory licensed by the Division of Public and Behavioral Health and the State Board of Health ("Board").

Signed:

Date: **3**31, 2021

Hala[•]M. Abdelaziz, MD, Laboratory Director

NEVAD	A DEPARTMENT OF HEALTH AND HUMAN SERVICES	
HEALTH	I DIVISION	
	U OF HEALTH CARE QUALITY AND COMPLIANCE	
	Margot Chappel	
	Deputy Administrator	
Signed:	Signing on behalf of Dr. Azzam Malloot Chappel Date: _	5/4 , 2021
	Ihsan Azzam, P.h.D, M.D, Chief Medical Officer	

Approved by Board of Health on:

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

Compliance Agreement

Division of Public and Behavioral Health and Impact Health Biometric Testing, Inc.

This Compliance Agreement is made and entered into effective on April 26, 2021, 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"), Impact Health Biometric Testing, Inc., and the State Board of Health ("Board").

RECITALS

The goal is to define the criteria for compliance for Impact Health Biometric Testing, Inc. (Exempt Laboratory #11299) located at 6671 S. Las Vegas Blvd., Bldg. D, Ste. 210, Las Vegas, NV 89119, 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 and testing of specimens for the purpose of COVID-19 laboratory testing by a CLIA certified laboratory, Impact Health Biometric Testing, Inc., 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:

Legislative Council Bureau 401 S. Carson St. Carson City, NV 98701

NOW, THEREFORE, it is hereby agreed as follows:

- C. <u>State Licensure</u>. 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. <u>Term of Agreement</u>. This Agreement shall remain in effect until the chief medical officer terminates this agreement or until the March 12, 2020 Declaration of Emergency is terminated by the Governor.

<u>Requirements</u>. 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.

Impact Health Biometric Testing, Inc., a medical laboratory licensed by the Division of Public and Behavioral Health and the State Board of Health ("Board").

Signed: Michael Q. Bauer, MD Michael Bauer, MD, Laboratory Director

Date: April 29 , 2021

NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION BUREAU OF HEALTH CARE QUALITY AND COMPLIANCE Margot Chappel Deputy Administrator Signed: Signing on behalf of Dr. Azzam Mullyot Chappel Date: May 4 , 2021 Ihsan Azzam, P.h.D, M.D, Chief Medical Officer

Approved by Board of Health on: Signed: Date: _____, 2021 Lisa Sherych, Executive Officer of Board of Health