RESOLUTION TO GRANT FUNDS TO
NEVADA HEALTH CENTERS, INC.
FOR CAMBRIDGE FAMILY HEALTH CENTER

WHEREAS, NEVADA HEALTH CENTERS, INC ("Recipient") located at 4415 Spring Mountain Road, Las Vegas, Nevada 89102, provides primary medical care to people who do not have access to health care due to lack of insurance through its CAMBRIDGE FAMILY HEALTH CENTER (the "Program"); and

WHEREAS, pursuant to NRS 244.1505, the Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County or grant money to a private organization, not for profit, to be expended for the selected purpose; and

WHEREAS, Recipient has requested financial assistance from the County to assist with the cost of operations for the Program, administered primarily at 4415 Spring Mountain Road, Las Vegas, Nevada 89102; and

WHEREAS, Recipient is a nonprofit organization created for religious, charitable, or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the Board of County Commissioners hereby determines that the purpose for which the Funds (as hereinafter defined) will be used by Recipient, as identified at Exhibit "A", "Expenditures Eligible for Reimbursement", attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Clark County, Nevada, that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide ONE-HUNDRED AND FIVE THOUSAND SIX HUNDRED AND FORTY-SIX AND NO/100TH DOLLARS ($105,646) in Fiscal Year 2010/2011 County Outside Agency Grant funds (the "Funds") to Recipient to assist with the cost of providing primary medical care to people who do not have access to health care due to lack of insurance, during the period from July 1, 2010, through June 30, 2011, as outlined in Exhibit "A", "Expenditures Eligible for Reimbursement".

B. If the Program is for the purchase of real estate or construction thereon, unless otherwise provided herein, or by law, the County may elect to either grant the Funds to Recipient, through reimbursement, or expend the Funds on its behalf. If the
County elects to expend the Funds on behalf of Recipient, it shall bid or negotiate as required by law to ensure the purchase, providing for such expenses as are necessary for the purchase and shall enter into contracts with a seller of property, a general contractor and an architect when necessary in order to cause work in accordance with plans and specifications that have been approved by the County and Recipient. The Manager of the Community Resources Management Division, with assistance of such other County agencies as are appropriate, is hereby delegated the discretion to expend the Funds, or reimburse Recipient, subject to the limitation that such exercise of discretion shall: be directed at maximizing the substantial benefit to the inhabitants of the County; be consistent with the law and regulations addressed herein; and not jeopardize any activity project, or funding source of the County.

C. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit “B”, “Scope of Services”, attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit “B”, must receive prior written approval of the County.

D. Recipient will provide Program reports to the Community Resources Management Division of the County (“CRMD”) on a quarterly basis during the fiscal year beginning July 1, 2010, and ending June 30, 2011. These reports will contain, but are not limited to, the information contained in Exhibit “C” Quarterly Progress Report to Clark County, including any narrative report to delineate the benefit realized by the County for Program support.

II. General Conditions

A. In accordance with Clark County policy Fiscal Year 2010-2011, Services Initiatives, Recipient shall give priority attention to referrals for service for County-identified clients if described in Exhibit “B”.

B. Recipient will obtain any and all federal, state, and local permits and licenses required to operate the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City or County ordinance or state or federal statute.

C. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes, as required.

D. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Resolution. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Resolution is intended to appoint Recipient as an agent of the County. The Board of County Commissioners has not delegated to any County
officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

E. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

F. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

   Bodily Injuries: $1,000,000 each person;
   $1,000,000 each occurrence;

   Property Damage: $1,000,000 each person;
   $1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the aforementioned insurance coverages within ten days after adoption of this Resolution and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be named as an additional insured party in all policies of insurance obtained pursuant to this Resolution. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

G. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Program are being achieved;

(2) Whether the Program is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;

(4) Whether the financial operations of the Program are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and
(6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Resolution.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

H. Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Resolution. Recipient’s obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys’ fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney’ fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution. In the event that the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

I. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

J. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Resolution.

K. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

L. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.
M. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

P. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

Q. None of the Funds to be paid under this Resolution shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

R. If Recipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Recipient of County funds, and in connection with public services offered through the Program, Recipient must adhere to the following stipulations:

1. Recipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded by this resolution;

2. If a Recipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded in this Resolution, and participation must be voluntary for the beneficiaries of the County-funded programs or services;

3. Recipient shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief; and

4. Recipient shall post a notice, in an area easily accessible and conspicuous to proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times and locations of such activities, but shall explicitly state that such participation is purely voluntary.
III. Financial Management

A. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient’s financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

B. Copies, excerpts, or transcripts of all of the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

C. The County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. Invoices containing receipts and cancelled checks will be submitted by Recipient on a monthly basis. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution.

D. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

E. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

F. In the event that the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County reserves the right to extract that portion for other projects and programs under the County’s jurisdiction.

G. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

IV. Expiration, Modification or Revocation of Resolution

A. This Resolution will commence upon its approval and signature by all parties and shall be completed by June 30, 2011. A six month extension of the June 30, 2011, deadline may be authorized by the Manager of CRMD, or his designated
representative, if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the County.

B. The parties hereto will be required to amend or otherwise revise this Resolution should such modification be required by any applicable state or federal statutes or regulations.

C. Recipient may not assign or delegate any of its rights, interests, or duties under this Resolution without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Resolution, or if Recipient violates any of the conditions or limitations of this Resolution, the County may suspend or revoke this Resolution, and may terminate its participation in the Program at any time for convenience.

PASSED, ADOPTED, and APPROVED this 1st day of March, 2011.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY

By ______________________________
SUSAN BRAGER, CHAIR

ATTEST:

_______________________________
DIANA ALBA, COUNTY CLERK

APPROVED AS TO FORM:

_______________________________
DAVID ROGER,
DISTRICT ATTORNEY

By: _______________________________
Deputy District Attorney
EXHIBIT "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

NEVADA HEALTH CENTERS, INC.

FOR CAMBRIDGE FAMILY HEALTH CENTER

Fiscal Year 2010/2011 County Outside Agency Grant Funds

The following items may be paid with the Clark County General Funds, not to exceed $105,646:

<table>
<thead>
<tr>
<th>Direct Assistance on Behalf of Participants</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Salaries &amp; Fringe Benefits (related to Direct Services)</td>
<td>$105,646</td>
</tr>
<tr>
<td>Approx. 95% of Physician</td>
<td>$65,000</td>
</tr>
<tr>
<td>Approx. 56% of Physician Assistant</td>
<td>$40,646</td>
</tr>
</tbody>
</table>

TOTAL                                                     $105,646
EXHIBIT "B"

NEVADA HEALTH CENTERS, INC.

FOR CAMBRIDGE FAMILY HEALTH CENTER

SCOPE OF SERVICES

Program Year 2010/2011

1. Clark County will provide ONE-HUNDRED AND FIVE THOUSAND SIX HUNDRED AND FORTY-SIX AND NO/100TH DOLLARS ($105,646) in Fiscal Year 2010/2011 County Outside Agency Grant funds (the "Funds") to NEVADA HEALTH CENTERS, INC. ("Recipient") to assist with the cost of program services provided through the CAMBRIDGE FAMILY HEALTH CENTER (the "Program").

2. During the fiscal year ending June 30, 2011, Recipient will provide primary medical care to people who do not have access to health care due to lack of insurance.

3. Specifically, the objectives of the Program in this fiscal year will be to:
   
   • Provide preventive care services to low-income uninsured/underinsured to approximately 4,000 people living in Clark County; and

   • Provide low-income clients referred by a Clark County agency with medical care

4. Unless medical exigencies require otherwise, Recipient will give priority consideration in selection of program participants to referrals for service made by a County Department as part of the individual's or family's case plan by prioritizing any DFS-referred consumers for appointment scheduling, once DFS has faxed over a completed Community Referral Form available through the UNITY system.

5. Recipient will provide to Clark County written notice of any program changes during the fiscal year for which County funds are allocated under the provisions of this Resolution.
EXHIBIT “C”
QUARTERLY PROGRESS REPORT TO CLARK COUNTY
Reflecting Months: ____________ Year: ______

Agency: NEVADA HEALTH CENTERS, INC
Program: ______CAMBRIDGE FAMILY HEALTH CENTER______

PROGRESS TOWARDS ACHIEVING OBJECTIVES:

<table>
<thead>
<tr>
<th>OBJECTIVE</th>
<th>THIS QUARTER</th>
<th>YEAR TO DATE</th>
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<tbody>
<tr>
<td>Approximately 4,000 unduplicated clients served by project:</td>
<td></td>
<td></td>
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<tr>
<td>Number of uninsured clients served by project:</td>
<td></td>
<td></td>
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<tr>
<td>Number of clients served who were referred by a Clark County agency:</td>
<td></td>
<td></td>
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</tbody>
</table>

NARRATIVE REPORT: (please use additional pages as necessary)

Describe any problems and/or changes implemented during the operating year:

Describe any progress made to build collaborations or facilitate cooperation among and between agencies and persons serving this population:

Please list any Technical Assistance subject matters that would improve your agency’s or the community’s ability to better serve this target population:
ACCEPANCE OF OUTSIDE AGENCY GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Thomas Chase, as Chief Executive Officer of Nevada Health Centers, Inc., a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the Resolution to Grant County Funds to Nevada Health Centers, Inc, for the Cambridge Family Health Center program, adopted by the Board of County Commissioners of Clark County, Nevada, on the 1st day of March, 2011, a copy of which is attached hereto and incorporated herein.

EXECUTED this 8th day of February, 2011.

NEVADA HEALTH CENTERS, INC.

By

SIGNATURE AND TITLE OF RESPONSIBLE PARTY
Chief Executive Officer

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on February 8, 2011 by

Thomas E. Chase (Name of Person) as CEO of Nevada Health Centers, Inc.

(SIGNATURE)

NOTARY PUBLIC

My Commission expires: 11/18/2011

(PATRICIA SCHROEDER)

No. 03-85215-5
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

**Type of Business**
- [ ] Individual
- [ ] Partnership
- [ ] Limited Liability Corporation
- [x] Corporation
- [ ] Trust
- [ ] Other

**Business Designation Group (For informational purposes only)**
- [ ] MBE
- [ ] WBE
- [ ] SBE
- [ ] PBE
- [ ] LBE
- [ ] NBE

**Minority Business Enterprise**
- Women-Owned Business Enterprise
- Small Business Enterprise
- Physically Challenged Business Enterprise
- Large Business Enterprise
- Nevada Business Enterprise

**Business Name:** Nevada Health Centers, Inc.

**(Include d.b.a., if applicable)**

**Business Address:**
1802 North Carson Street, Suite 100
Carson City, Nevada 89701

**Business Telephone:** 775-887-1590 x 1112
**Email:** tchase@nvrhc.org

**Business Fax:** 775-887-7047

**Local Business Address:** 4415 Spring Mountain Road, Suite 103

**Local Business Telephone:** 702-307-5414
**Email:** tchase@nvrhc.org

**Local Business Fax:** 702-307-5421

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

“Business entities” include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
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</thead>
<tbody>
<tr>
<td>Thomas C. Chase</td>
<td>Chief Executive Officer</td>
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<tr>
<td>Darren Rahaman</td>
<td>Chief Medical Officer</td>
<td></td>
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<tr>
<td>Jim Merrill</td>
<td>Chief Financial Officer</td>
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</tr>
<tr>
<td>Shirley A. Hampton</td>
<td>Chief Development Officer</td>
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1. Are any individual members, partners, owners or principals involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   - [ ] Yes
   - [x] No
   (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   - [ ] Yes
   - [x] No
   (If yes, please disclose on the attached Disclosure of Relationship form.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

**Signature:**

**Print Name:**

**Board Chairman:**

**Title:**

**Date:** December 3, 2010
List any disclosures below:

<table>
<thead>
<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE(S)</th>
<th>RELATIONSHIP TO COUNTY* EMPLOYEE</th>
<th>COUNTY DEPARTMENT</th>
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* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)