



**TO:** SOUTHERN NEVADA COMMUNITY HEALTH CENTER **DATE:** October 28, 2021

**RE:** *Approval of Interlocal Agreement with Clark County, Nevada to continue and enhance the Rapid stART Project under the Ending the HIV Epidemic initiative*

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## **PETITION #02-22**

**That the Southern Nevada Community Health Center Board** *approve an interlocal agreement with Clark County, Nevada to continue and enhance the Rapid stART project under the Ending the HIV Epidemic initiative*

### **PETITIONERS:**

**Fermin Leguen, MD, MPH, District Health Officer**  
**Cortland Lohff, MD, Director of Primary & Preventive Care**  
**David Kahananui, Senior FQHC Manager**

### **DISCUSSION:**

This is a new interlocal contract with Clark County, Nevada to continue and enhance SNCHC's existing Rapid stART services. Rapid stART is a key strategy to Ending the HIV Epidemic initiative which aims to reduce the number of new infections in the United States by 90% by 2030. The objective is early initiation of antiretroviral treatment immediately after a patient is diagnosed with HIV. This project is integrated into the workflow across SNHD and SNCHC Ryan White care services.

### **FUNDING:**

Funding will be through the Ending the HIV Epidemic funds issued by Clark County, Nevada to SNCHC.

**INTERLOCAL AGREEMENT  
CBE NO. 605906-21  
SOUTHERN NEVADA HEALTH DISTRICT RAPID START PROGRAM**

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and SOUTHERN NEVADA HEALTH DISTRICT, hereinafter referred to as "AGENCY" for the Southern Nevada Health District Rapid Start Program.

**WITNESSETH:**

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

NOW, THEREFORE, the parties mutually agree as follows:

**ARTICLE I: SCOPE OF WORK**

AGREEMENT sets forth:

**1.0 Overview**

*Ending the HIV Epidemic: A Plan for America* (EHE) is a bold and ambitious initiative to reduce the number of new HIV infections in the United States by 90% by 2030. The plan leverages critical scientific advances in HIV prevention, diagnosis, treatment, and outbreak response by coordinating the highly successful programs, resources, and infrastructure.

To achieve the goal of reducing new HIV infections in the United States by 75% by 2025 and 90% by 2030, *Ending the HIV Epidemic: A Plan for America* focuses on four key strategies that together can end the HIV epidemic in the U.S.

1. Diagnose all individuals with HIV as early as possible after infection.
2. Treat people with HIV rapidly and effectively to reach sustained viral suppression.
3. Prevent new HIV transmissions by using proven interventions.
4. Respond quickly to potential HIV outbreaks to get needed prevention and treatment services to people who need them.

Phase 1 of the initiative (2020-2025) is focused in 57 regions hardest hit by the HIV epidemic and Clark County, Nevada (COUNTY) is one of these priority jurisdictions.

As an EHE funding recipient, COUNTY has developed an EHE plan that includes the Rapid stART program as a key strategy to Diagnose (1) and Treat (2). Rapid stART refers to starting a patient on HIV antiretroviral therapy (ART) treatment as soon as possible after the diagnosis of HIV infection, preferably on the first clinic visit (and even on the same day the HIV diagnosis is made). Rapid stART may serve to decrease time to viral suppression by removing obstacles to care; supporting equitable access to treatment; and reducing new HIV infections.

**2.0 Scope of Project**

COUNTY will provide Federal funds to AGENCY, for use by AGENCY's Federally Qualified Health Center, doing business as Southern Nevada Community Health Center ("SNCHC"), to support the cost of operating services to help individuals living with HIV through the Southern Nevada Health District Rapid stART (PROGRAM). Federal funds are provided by U.S. Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA).

Rapid stART Early Intervention Services (EIS) aims to increase individuals' awareness of their HIV status, and if needed, facilitate early access to the health care system. Early antiretroviral treatment (ART) is key to better health outcomes and prevention of HIV transmission. AGENCY first implemented the Rapid stART project in 2019 and has been able to expedite the early initiation of antiretroviral treatment (ART), preferably the same day as HIV diagnosis or receipt of referral. Rapid stART consolidates the diagnosis, initial assessment and counseling, medical evaluation and ART prescription in one day. The primary goal of same-day referral is early linkage to a medical provider for evaluation and early initiation of ART. Inherent in this process is an emphasis in client engagement and long-term retention in HIV care as a means to achieve effective and durable community viral suppression.

The PROGRAM is intended to provide at least 600-1000 service units to a minimum of 100-120 unduplicated individuals living with HIV.

### **3.0 Definitions**

**AIDS** (Acquired Immune Deficiency Syndrome) is the late stage of HIV infection that occurs when the body's immune system is badly damaged because of the virus. In the U.S., most people with HIV do not develop AIDS because taking HIV medicine every day as prescribed stops the progression of the disease. A person with HIV is considered to have progressed to AIDS when the number of their CD4 cells falls below 200 cells per cubic millimeter of blood (200 cells/mm<sup>3</sup>). (In someone with a healthy immune system, CD4 counts are between 500 and 1,600 cells/mm<sup>3</sup>.) OR they develop one or more opportunistic infections regardless of their CD4 count.

**Antiretroviral Therapy (ART)** is the treatment for HIV. ART involves taking a combination of HIV medicines (called an HIV treatment regimen) every day. ART is recommended for everyone who has HIV. ART can't cure HIV, but HIV medicines help people with HIV live longer, healthier lives. ART also reduces the risk of HIV transmission.

**CAREWare** is a free, electronic health and social support services information system for HRSA's Ryan White HIV/AIDS Program recipients and providers. CAREWare was developed by HRSA's HIV/AIDS Bureau and first released in 2000.

**Early Intervention Services include** 1) targeted HIV testing to help the unaware learn of their HIV status and receive referral to HIV care and treatment services if found to be HIV-infected; 2) referral services to improve HIV care and treatment services at key points of entry; 3) access and linkage to HIV care and treatment services; and 4) Outreach Services and Health Education/Risk Reduction related to HIV diagnosis.

**eCW or eClinicalWorks** is the PROGRAM's electronic health record. eCW contains key administrative and clinical data such as medical history, demographics, and other data relevant to the patient's care in SNHD/SNCHC.

**HIV** (*human immunodeficiency virus*) is a virus that attacks cells that help the body fight infection, making a person more vulnerable to other infections and diseases. It is spread by contact with certain bodily fluids of a person with HIV, most commonly during unprotected sex (sex without a condom or HIV medicine to prevent or treat HIV), or through sharing injection drug equipment. If left untreated, HIV can lead to the disease AIDS.

**Rapid stART** refers to starting a patient on HIV antiretroviral therapy (ART) treatment as soon as possible after the diagnosis of HIV infection, preferably on the first clinic visit (and even on the same day the HIV

diagnosis is made). Rapid stART may serve to decrease time to viral suppression by removing obstacles to care; support equitable access to treatment; and reduce new HIV infections.

**Viral Suppression** is defined as having less than 200 copies of HIV per milliliter of blood. If taken as prescribed, ART reduces the amount of HIV in the body (viral load) to a very low level which keeps the immune system working and prevents illness.

Note: In this document, “client” and “patient” are used interchangeably; *Project staff* specifically refers to the Rapid Start Project (PROGRAM) team and Health District staff refers to the RW care and surveillance teams, which includes the Rapid Project (PROGRAM) staff.

#### **4.0 Target Population and Eligibility Criteria**

- a. Individuals who have been newly diagnosed with HIV; or
- b. Individuals who have previously been diagnosed with HIV and are returning to care.

#### **5.0 Services**

The purpose of this section is to provide a description of the services AGENCY is responsible to deliver. AGENCY shall:

1. Respond to any internal and external referrals for Rapid stART services.
2. Utilize best practices as a guide in developing and implementing a process of same-day referral to a prescribing health care provider on the same day an HIV diagnosis is given. (Same-day referral consolidates the diagnosis, initial assessment and counseling, medical evaluation and ART prescription in one day.)
3. Provide each patient with culturally and linguistically appropriate individual and/or group health education/risk reduction services, delivered by trained personnel, to help patients: a) understand and self-manage their diagnosis; b) orient them to RW and non-RW services in the community; and c) any other topics that will help engage and retain patients in care.
4. In collaboration with other AGENCY Health Education programs, educate area medical providers and community partners on Rapid stART and related resources.
5. Provide each patient with the Living Well handbook for additional information on managing HIV.
6. Provide each patient with a list of providers for care needed and based on client's preference.
7. Assess patients' eligibility for RW and other needed services.
8. Document all services and referrals provided to Rapid stART patients in the CAREWare system.

Additionally, AGENCY shall:

- Continue to tap into its established network of internal and external providers and partners to address patients' holistic needs for medical and supportive services and to decrease barriers to care; including:
  - Internal stakeholders - Ryan White (RW) care team: nurse and social worker, intensive Medical Case Managers (MCMs), Eligibility Workers (EWs), Community Health Workers (CHWs), prescribing providers, Medical Assistants, Registered Dietitian, Disease Investigation and Intervention Specialists (DIIS), the pharmacy team, Primary Care, Sexual Health Clinic, TB and Refugee and other clinics and programs within the Clinical Services Division.
  - External partners - Ryan White funders, Community Based Organizations, community partners (both RW and non-RW funded agencies in the community), and other resources that provide assistance to people living with HIV (PLWH).
- Take factors into consideration that can increase the time from diagnosis to first clinic visit including both systemic and individual factors, such as delayed referral to the clinic; lack of resources needed

for immediate linkage and ART start such as uninsured or underinsured status; pending RW eligibility status; and patient request for confidential services/not to use insurance.

- Support and integrate inclusion of client preferences as an essential priority of the PROGRAM. Client-specific factors may include client readiness for initiation of care and/or other special circumstances.

## 6.0 Responsibilities of AGENCY

The purpose of this section is to provide a description of how AGENCY is expected to utilize the allocated funding to provide the highest quality of service based on HRSA HAB guidelines and monitoring standards set forth to meet the necessary service provisions of the grant.

### A. Program Administration & Development - AGENCY shall:

- Ensure the PROGRAM is operated in accordance with:
  - Applicable Nevada Revised Statutes and Nevada Administrative Code;
  - Conditions of Award (COA) set forth by HRSA;
  - Terms and conditions set forth by HRSA in the applicable Notice of Funding Opportunity (NOFO);
  - Southern Nevada's Rapid stART protocols;
  - Applicable [Service Standards and Policies and Procedures](#) of the Las Vegas Transitional Grant Area;
  - All other applicable federal, state and local regulations.
- Actively participate in the community's Rapid stART Learning Collaborative with the University of California, San Francisco. This includes actively participating in learning sessions, action periods, technical assistance sessions, planning meetings and other related activities.
- Ensure that AGENCY, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- Ensure, to the maximum extent practicable, that PLWHA are involved through employment, and provision of volunteer and/or other supportive services for the PROGRAM.
- Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff to client ratios. Staffing should be comprised of a multi-disciplinary team.
- Ensure all appropriate staff is trained in relevant best practices.
- Ensure all appropriate staff is trained in the use of CAREWare.
- Ensure that incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.

### B. Data, Reporting and Quality Assurance - AGENCY shall:

- Develop and implement a quality assurance plan to facilitate client feedback on quality of services, which must include at least one of the following: client satisfaction surveys during and at the completion of service delivery; development of a client advisory council which has the ability to meet on a regular basis to discuss service delivery issues; and/or regularly scheduled opportunities to meet with agency leadership to discuss programs. AGENCY will submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly when submitting quarterly reports.
- Submit quarterly reports to the COUNTY describing: 1) the PROGRAM'S progress toward accomplishing Rapid stART activities; 2) data and analysis related to performance outcomes established in this Scope of Work; and 3) data and analysis related to patient feedback obtained during the quarter.

### C. Fiscal - AGENCY will:

- Submit to COUNTY's authorized representative a monthly Request for Reimbursement by the 15<sup>th</sup> calendar day of each month for the previous month's services.

- Establish such fiscal and accounting procedures necessary to ensure the proper disbursement of, and account for grant funds in order to ensure that all financial transactions are conducted. Maintain financial records pertaining to all matters relative to the Scope of Work in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion or termination of this Scope of Work, whichever comes first. Delineate how multiple funding sources for services are allocated appropriate for its designated intended service. All such records relating to any analysis or audit performed relative to this Scope of Work shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that AGENCY no longer operates in Nevada, it shall be required to deliver a copy of all records relating to this Scope of Work with the COUNTY to be retained by the COUNTY and AGENCY.

COUNTY shall evaluate AGENCY's performance under this Scope of Work on a regular basis. Such evaluation may include assessing AGENCY's compliance with the Scope of Work and performance outcomes and may occur monthly, quarterly, semi-annually, and/or annually.

#### 7.0 Performance Outcomes

All outcomes align with COUNTY's EHE Plan:

<b>Goal 1: AGENCY will increase access to care and improve health outcomes for patients newly diagnosed with HIV.</b>		
<b>Goal 1, Objective 1:</b> By February 28, 2023, 90% of clients who received a new diagnosis of HIV and referred to AGENCY will have a completed medical visit with an HIV provider within 30 days of diagnosis, preferably within same day of referral.		<b>Percent Funding:</b> 25%
<b>Activities</b>	<b>Date due by</b>	<b>Documentation</b>
1. PROGRAM will maintain a dedicated phone for direct patient referrals, to be answered by assigned staff during business hours. Number of calls received, and disposition of each will be documented to compare month-to-month rates.	Ongoing, throughout the grant period	Phone # 702-234-0429 Program log
2. PROGRAM will prioritize newly diagnosed patients referred to the clinic in order to be seen by a provider the same day as referral date.	Ongoing, throughout the grant period	CAREWare, eCW
4. PROGRAM team will collaborate with AGENCY's Informatics and Epidemiology departments to ensure accurate data collection and reports.	Ongoing, throughout the grant period	CAREWare, eCW
5. Program will continuously evaluate workflow to minimize barriers to same-day or expedited appointment.	Ongoing, throughout the grant period	Huddles, weekly meetings, case conferences and QM team minutes
<b>Evaluation:</b> Periodic CAREWare and eCW chart review and project staff meetings to determine progress toward goals and objectives. Project team will include AGENCY's IT, Disease Surveillance, Epidemiology, and Informatics programs to maintain/update ART start reports. Reports will be included in Quarterly progress reports submitted to COUNTY. <b>Numerator:</b> number of patients seen by a provider within 1) 24 hours and 2) 30 days from date of diagnosis. <b>Denominator:</b> number of Rapid stART-eligible patients who were referred to AGENCY within the grant period. Rapid stART eligible patients are those have a new HIV diagnosis within the last 30 days.		

<b>Goal 1, Objective 2:</b> By February 28, 2023, 90% of clients who received an initial medical evaluation by the HIV specialist will start ART within 24 hours of the AGENCY HIV specialist/provider visit, if no contraindications.		Percent Funding: 25%
<b>Activities</b>	<b>Date due by</b>	<b>Documentation</b>
1. CHWs or designated staff will facilitate care team communication to fully prepare for the first office visit of a new referral.	First client visit	CAREWare, eCW
2. Patients will receive assessment for Universal Ryan White eligibility and instructions on what documents are needed to complete the eligibility process at next visit.	First client visit	CAREWare, eCW
6. All efforts will be made to access all needed resources for linkage to care and ART start to occur within the first day of visit, or within 30days at the most. Options may include use of sliding fee scale for office visit, patient assistance program, starter packs, or communication with funder if exceptions may be needed.	First visit and ongoing, throughout the grant period	CAREWare, eCW
7. Program will ensure that Universal RW eligibility determination is completed, as soon as possible, preferably within 30 days.	First visit or within 30 days	CAREWare, eCW
<p><b>Evaluation:</b> Periodic CAREWare and eCW chart review and project staff meetings to determine progress toward goals and objectives. Reports will be included in Quarterly progress reports submitted to County.</p> <p><b>Numerator:</b> number of patients started on ART within 24 hours of the first provider visit.</p> <p><b>Denominator:</b> number of patients who received an initial medical evaluation by a prescribing provider at AGENCY.</p>		



<b>Goal 1, Objective 3:</b> By February 28, 2023, 90% of clients who started ART at AGENCY will remain engaged in care and become virally suppressed within three months of ART initiation.		<b>Percent Funding: 25%</b>
<b>Activities</b>	<b>Date due by</b>	<b>Documentation</b>
1. Using a team approach, the CHW will coordinate with both the RW care team and the patient to decrease barriers to adherence. This will be documented in the Individualized Service Plan (ISP).	Ongoing, throughout grant period	CAREWare, eCW; paper chart/ scans, ISP
2. Clinic nurse will call patient within 2-5 days of ART start to check for side effects or other problems that will affect adherence to daily ART.	Within 2-5 days of ART initiation	CAREWare, eCW
3. CHW will work under the program leadership or a medical case manager to ensure appropriate level of care is provided to patient.	Ongoing, throughout grant period	CAREWare, eCW
4. Clinic nurse or other designated staff will make reminder phone calls for patient appointments/ missed appointments.	Ongoing, throughout the grant period	CAREWare, eCW
5. RW care team will review viral suppression rate for Rapid stART patients quarterly and annually.	Ongoing, throughout the grant period	CAREWare, eCW
<p><b>Evaluation:</b> Viral load suppression reports at three months of ART initiation utilizing eCW.  <b>Numerator:</b> number of patients who initiated ART at AGENCY within the last three months and who have a viral load &lt;200.  <b>Denominator:</b> number of patients started on ART under the AGENCY Rapid Project within the last 3 months.  <b>Exclusions:</b> unable to locate, moved out of jurisdiction, or declined further follow-up.</p>		



<b>Goal 1, Objective 4:</b> By February 28, 2023, the PROGRAM will provide outreach and Health Education services to patients participating in Rapid stART project and to the community.		<b>Percent Funding: 25%</b>
<b>Activities</b>	<b>Date due by</b>	<b>Documentation</b>
1. Patient will receive health and risk reduction education related to HIV diagnosis from trained personnel.	Ongoing, throughout grant period	CAREWare, eCW
2. Patient will be provided the Living Well handbook for additional information on managing HIV. Topics will be discussed with patient based on their preference.	Within 2-5 days of ART initiation	CAREWare, eCW
3. Patients will be provided list of other providers in the community if AGENCY cannot provide the service and based on patient preference.	Ongoing, throughout grant period	CAREWare, eCW
4. Program staff will conduct outreach services to promote the Rapid stART project and Ryan White program.	Ongoing, throughout the grant period	Excel sheet to be maintained by the Health Educator
5. Program staff will participate in the community wide Rapid stART initiative and align activities to mutually enhance efforts.	Ongoing, throughout the grant period	Community-wide Rapid stART minutes
6. Program staff will conduct patient surveys and focus groups for quality improvement.	Ongoing, throughout the grant period	CAREWare
7. Program will create health education packets for patients and community partners.	August 2021	Packets created.
<b>Evaluation:</b> Activity report on outreach and health education services to individuals and community. <ol style="list-style-type: none"> <li>1) Completed educational packet to be handed out to 1) individual patients and to 2) community partners.</li> <li>2) Number of venues/community partners who were educated on Rapid stART services, minimum of 10.</li> <li>3) Minimum of two focus group and/or satisfaction survey analysis reported to leadership and COUNTY.</li> </ol>		

<b>Number of unduplicated clients to be served: 100-120</b>	<b>Number of service units to be provided: 600-1000</b>
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### 8.0 HIPAA – Confidentiality Regarding Protected Health Information

To comply with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, to protect the security, confidentiality, and integrity of protected health information, the Parties will execute a Business Associate Agreement, attached hereto as Attachment A and expressly incorporated by reference herein.

### 9.0 References

- Guidelines for the Use of Antiretroviral Agents in Adults and Adolescents with HIV.
- Rapid ART Program Initiative: How immediate ART initiation improves health outcomes.
- Ending the HIV Epidemic
- What is Ending the HIV Epidemic: A Plan for America
- What are HIV and AIDS?
- HIV Treatment: The Basics
- Las Vegas TGA, Ryan White Service Standards and Policies & Procedures
- Viral Suppression

**ARTICLE II: TERM OF AGREEMENT**

Commencing from the date of execution of AGREEMENT, the term shall be from July 1, 2021 through February 28, 2023. Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) days written notice to the other party. In the event the Budget Act and Fiscal Funding Out provision is invoked, AGREEMENT shall expire June 30<sup>th</sup> of the current fiscal year. Termination due to the failure of COUNTY or AGENCY to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30<sup>th</sup> of the fiscal year for which monies were appropriated for their operations.

**ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE**

1. COUNTY agrees to pay AGENCY for performance of services described in this Scope of Work not to exceed the amount of **\$309,300.00**. The COUNTY's obligation to pay AGENCY cannot exceed this amount. It shall be AGENCY's responsibility to ensure the hours and tasks are properly budgeted so the entire PROGRAM is completed for the said fixed fee. AGENCY shall submit to COUNTY a monthly invoice and summary of services in a format provided by the COUNTY.
2. Upon compliance with the requirements in this Scope of Work, AGENCY shall be compensated based on the line item budget as outlined in the Budget section below.

Remuneration will remain on a reimbursement basis unless specifically waived by COUNTY. Reimbursement will be paid after eligible expenses have been incurred and expended in conformance with this Scope of Work.

**11.0 Budget**

The table below reflects a budget that corresponds to the scope of work:

Time Period	Amount
July 1, 2021 – February 28, 2022	\$120,300.00
March 1, 2022 – February 28, 2023	\$189,000.00
TOTAL	<b>\$309,300.00</b>

If COUNTY rejects an invoice as incomplete, AGENCY will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted as follows:

Clark County Social Service, Office of HIV  
2820 West Charleston Boulevard #B-15  
Las Vegas, Nevada 89102  
Email: CCHIVFiscal@clarkcountynv.gov

AGENCY must notify COUNTY in writing of any changes to AGENCY remit payment address or other pertinent information that may affect issuance of payment and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

**ARTICLE IV: FISCAL FUNDING OUT CLAUSE**

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY

for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

#### **ARTICLE V: AMENDMENT / ENTIRE AGREEMENT**

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and AGENCY relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

#### **ARTICLE VI: SUBCONTRACTS**

AGREEMENT is entered into to secure the services of AGENCY. Services specified in this AGREEMENT shall not be subcontracted by AGENCY without the written consent of COUNTY.

#### **ARTICLE VII: ASSIGNMENTS**

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties, and executed with the same formality as attending this original.

#### **ARTICLE VIII: NOTICES**

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY:                      Clark County Purchasing and Contracts  
   Attention: Purchasing Manager  
   500 South Grand Central Parkway  
   Las Vegas, Nevada 89155

To AGENCY:                      Southern Nevada Health District  
   Attention: Contract Administration, Legal Department  
   280 South Decatur Boulevard  
   Las Vegas, Nevada 89107

#### **ARTICLE IX: POLICIES AND PROCEDURES**

AGENCY agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and AGENCY.

**ARTICLE X: INSURANCE**

AGENCY agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

**ARTICLE XI: WAIVER AND SEVERABILITY**

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

**ARTICLE XII: GOVERNING LAW**

AGREEMENT shall be governed by the laws of the State of Nevada.

**ARTICLE XIII: REFERRAL, DISCLAIMER, AND STATEMENT OF ELIGIBILITY**

The Parties acknowledge that patients have the right of freedom of choice to choose a vendor for services, including health care services from licensed health care providers. The Parties shall take such reasonable steps as may be necessary and appropriate to ensure such freedom of choice, including advising the patient as to the availability of such services from other sources in the community and conforming to all requirements of law.

The Parties acknowledge that the payment or receipt of any remuneration, direct or indirect, to induce the referral of any patient or for the purpose of purchasing either goods or services reimbursable under the federal Medicare or state Medicaid programs is prohibited. The Parties expressly agree that no purpose of this Agreement is to induce referrals or health care business.

The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are : i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

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

COUNTY OF CLARK:

BY: \_\_\_\_\_  
MARILYN KIRKPATRICK, CHAIR  
Clark County Commissioners

SOUTHERN NEVADA HEALTH DISTRICT

BY: \_\_\_\_\_  
FERMIN LEGUEN, MD, MPH  
District Health Officer

ATTEST:

BY: \_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

APPROVED AS TO FORM:  
Steven Wolfson, District Attorney

APPROVED AS TO FORM:

This document is approved as to form; signature to be affixed after SNCHC Governing Board approval

BY: \_\_\_\_\_  
ELIZABETH A. VIBERT  
Deputy District Attorney

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

**ATTACHMENT A  
BUSINESS ASSOCIATE AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
CLARK COUNTY, NEVADA**

This Business Associate Agreement (“Agreement”) is made and entered into this 1st day of July, 2021 between the Southern Nevada Health District (“Covered Entity”), and Clark County, Nevada (“Business Associate”), (individually referred to as “Party” or collectively as “Parties”).

**WITNESSETH:**

WHEREAS, the Department of Health and Human Services (“HHS”) has promulgated regulations at 45 CFR Part 160 and 164, implementing the privacy and electronic security requirements set forth in the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”); and

WHEREAS, Business Associate provides services to Covered Entity pursuant to one or more contractual relationships, said Agreements are detailed below and are hereinafter referred to as “Service Agreements,” and

WHEREAS, in the course of fulfilling its responsibilities under such Service Agreements, Business Associate may have access to, use, and/or disclose Protected Health Information (as defined below); and

WHEREAS, Service Agreements are hereby incorporated by reference and shall be taken and considered as a part of this document as if fully set out herein; and

WHEREAS, the enactment of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 establishes certain requirements relating to the use, disclosure, and safeguarding of protected health information by persons providing services to Covered Entities, and both Parties have mutually agreed to satisfy such requirements through this Agreement; and

NOW THEREFORE, in consideration of the Parties continuing obligations under the Service Agreement(s) and other good and valuable consideration, the Parties mutually agree to the provisions of this Agreement to address the requirements of the HIPAA Rules, establish satisfactory assurances Business Associate will appropriately safeguard any Protected Health Information received from or on behalf of Covered Entity, and, therefore, execute this Agreement.

**1) AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT**

Business Associate will provide services to Covered Entity pursuant to the following Service Agreements:

**INTERLOCAL AGREEMENT CBE NO. 605906-21 COMMUNITY HEALTH CENTER RAPID START PROGRAM**

**2) DEFINITIONS**

Any terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160 and 164.

- i) “Breach” means the acquisition, access, use, or disclosure of PHI a manner that is not permitted under the privacy regulations which compromises the security or privacy of the PHI. Any unpermitted access, use, or disclosure is presumed a breach absent a demonstration of a low probability that the PHI has been compromised.

- ii) "Protected Health Information" (PHI) means individually identifiable health information including, without limitation, all data, documentation, demographic, medical, and financial information collected from an individual which relates to the past, present, or future physical or mental health, condition, provision of health care, or payment for the provision of health care to an individual. PHI includes without limitation "Electronic Protected Health Information" as defined below.
- iii) "Electronic Protected Health Information" (ePHI) means PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- iv) "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- v) "Required by Law" has the same meaning as the term "required by law" in 45 CFR § 164.103.
- vi) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

**3) BUSINESS ASSOCIATE CONFIDENTIALITY REQUIREMENTS (Privacy Rule)**

Business Associate acknowledges and agrees:

- i) To not use or disclose PHI other than as permitted or required by this Agreement, the Service Agreements, or as Required by Law.
- ii) To use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
- iii) In case of any conflict between this Agreement and the Service Agreements, this Agreement shall govern.
- iv) All PHI created, received, maintained, or transmitted by Covered Entity and disclosed or made available in any form or format by Covered Entity or its operating units to Business Associate or is created, received maintained or transmitted by Business Associate on Covered Entity's behalf shall be subject to this Agreement.
- v) To use or disclose any PHI solely for meeting its obligations as set forth in the Service Agreement(s) and as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity.
- vi) Ensure all such uses and disclosures of PHI are subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and minimum necessary requirements.
- vii) Ensure any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restriction and conditions that apply through this Agreement to Business Associate with respect to such information (45 CFR § 164.314).
- viii) To fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the HIPAA Rules.
- ix) Subject to the exceptions contained in the HITECH Act, Business Associate will not directly or indirectly receive remuneration for the sale or exchange of any PHI without a valid authorization from the



applicable individual. Business Associate will not engage in any communication which might be deemed "marketing" under the HIPAA Rules.

4) BUSINESS ASSOCIATE SECURITY REQUIREMENTS (Security Rule)

Business Associate acknowledges and agrees:

- i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of PHI other than as permitted in this Agreement or by the HIPAA Rules.
- ii) To use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Service Agreement(s), this Agreement, or as Required by Law. This includes the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect and secure the Covered Entity's ePHI against any reasonably anticipated threats or hazards, utilizing technology commercially available to the Business Associate. (45 CFR §§ 164.308, 164.310, 164.312). Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training, and sanctions of its workforce member. (45 CFR §164.316).
- iii) To notify Covered Entity immediately of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

In the case of an unsuccessful attempt to gain unauthorized access, Business Associate need only notify Covered Entity of an attempt that had a reasonable probability of success.

- iv) To notify Covered Entity immediately upon discovery of a breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment and final determination on whether to notify affected individuals, media, or HHS.
  - a. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.
  - b. Business Associate shall provide Covered Entity with all required content of notification pursuant to 45 CFR § 164.410 and 45 CFR 404 within 15 business days of discovery of the Breach.
- v) For breaches determined to have resulted from the Business Associate actions and/or its subcontractors, Business Associate will handle and pay all costs for any breach notifications and/or mitigation to affected individuals and notifications to HHS and the media, on behalf of the Covered Entity.
- vi) All notifications as permitted or required pursuant to this Agreement must be in writing, and shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to Covered Entity at the address set forth below:

Kyle Parkson  
Privacy Officer  
280 S. Decatur Boulevard  
Las Vegas, NV 89107

5) BUSINESS ASSOCIATE PERMITTED USES AND DISCLOSURES

Notwithstanding the prohibitions otherwise set forth in this Agreement, Business Associate may use and disclose PHI as follows:

- i) Subject to the limitations of this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - ii) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(b).
  - iii) Business Associate shall report to Covered Entity any use or disclosure of PHI which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident it becomes aware, including breaches of unsecured PHI.
  - iv) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).
- 6) **SPECIFIC USE AND DISCLOSURES**
- i) HHS has the right to review, audit, or investigate Business Associate's records and practices related to the use and disclosure of PHI to ensure Covered Entity's compliance with the terms of the HIPAA Rules.
  - ii) Upon request, provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
  - iii) At Covered Entity's Request, Business Associate agrees:
    - a. To comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed and of which Business Associate has been notified.
    - b. Within 15 days of a request by Covered Entity, account for disclosures of PHI and make an account of such disclosure available to Covered Entity as required by 45 CFR § 164.528.
- 7) **TERMINATION**
- i) Covered Entity shall have the right to terminate this Agreement and the Service Agreement(s) immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement.
  - ii) If Covered Entity reasonably believes that Business Associate has violated a material term of this Agreement, where practicable, Covered Entity shall either:
    - a. give written notice to Business Associate with an opportunity to reasonably and promptly cure or end the violation and terminate the Agreement if the Business Associates does not cure the breach or end the violation within the reasonable time specified; or
    - b. terminate this Agreement and the Service Agreement(s) immediately.
  - iii) This Agreement shall terminate in the event that the underlying relationship, functions, or services that gives rise to the necessity of this Agreement terminates for any reason. Upon such termination, the provisions of this Agreement which expressly or by their nature survive expiration or termination will remain in effect.

- iv) Upon termination of the Service Agreement(s), this Agreement, or at the request of Covered Entity, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information.
    - a. If such return or destruction is not feasible, Business Associate shall provide written assurances as to the means of continued protection of the data and extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible for so long as Business Associate maintains the same.
    - b. Business Associate shall consult with Covered Entity as necessary to ensure an appropriate means for the return and/or destruction of any PHI and notify the Covered Entity in writing when such destruction is complete.
    - c. If PHI is returned, the Parties shall document when the PHI has been received by the Covered Entity.
- 8) MISCELLANEOUS
- i) The Parties agree that the provisions of HIPAA and the HITECH Act that apply to Business Associate are incorporated by reference into this Agreement in their entirety.
  - ii) Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of 45 CFR § 164.526.
  - iii) Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties.
  - iv) The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement(s) and/or the business relationship of the Parties, and shall continue to bind Business Associate, its subcontractors, agents, employees, contractors, successors, and assigns.
  - v) Business Associate will indemnify and hold harmless Covered Entity and any of its officers, directors, employees, or agents against any claim, cause of action, liability, damage, cost, or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any breach of the terms of this Agreement, any Breach of Private information under the control of Business Associate or its agents or subcontractors that requires notification under the HIPAA Rules or state law, or any failure to perform its obligations with respect to Private Information by Business Associate, its officers, employees, agents, or any person or entity under Business Associate's direction or control.
  - vi) This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
  - vii) The Parties are independent entities and nothing contained herein shall be construed or deemed to create a relationship of employer and employee, principal and agent, partners, or any relationship other than that of independent parties voluntarily cooperating with each other solely for the purpose of carrying out the provisions herein.
  - viii) This Agreement will be governed by the laws of the State of Nevada.

- ix) Failure to declare a breach or the actual waiver of any particular breach of the Agreement or Service Agreement(s) or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- x) Waiver of any term, provision or condition of this Agreement, in any one or more instances, shall not be deemed to be construed as a further waiver from any such term, provision or condition, or as a waiver of any other term, provision or condition of this Agreement.
- xi) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the HIPAA Rules.
- xii) Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- xiii) In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- xiv) This Agreement is the result of the joint efforts of Covered Entity and Business Associate, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there shall be no construction against any Party based on any presumption of that Party's involvement in the drafting thereof.
- xv) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**COVERED ENTITY**  
**SOUTHERN NEVADA HEALTH DISTRICT**

**BUSINESS ASSOCIATE**  
**CLARK COUNTY, NEVADA**

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

By: \_\_\_\_\_  
 Name: Marilyn Kirkpatrick  
 Title: Chair, Clark County Commissioners

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

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