

**TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH**

**Date: November 26, 2013**

**RE:** *Ryan White CARE Act – Part A / Approval of Amendment One of the Contract with Clark County for Medical, Core and Support Services for HIV/AIDS Infected and Affected Clients in the Las Vegas Transitional Grant Area (TGA)*

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**PETITION # 29-13**

**That the Southern Nevada District Board of Health** *approve Amendment One of the attached contract with Clark County for the provision of services in accordance with Health Resources Services Administration (HRSA) HIV/AIDS Programs, Ryan White Part A HIV Emergency Relief Grant for the period of March 1, 2013 – February 28, 2014.*

**PETITIONERS:**

**Rick Reich, Communicable Disease Manager** *[Signature]*  
**Bonnie Sorenson, R.N., Director of Clinics/Nursing Services** *[Signature]*  
**Joseph P. Iser, MD, DrPH, MSc Chief Health Officer** *[Signature]*

**DISCUSSION:**

Amendment of the Interlocal Contract for Medical, Core, and Support Services for HIV/AIDS Infected and Affected Clients in the Las Vegas, Ryan White, Transitional Grant Area (Part A Services) for period March 1, 2013 – February 28, 2014.

**FUNDING:**

Amend the existing contract to add Clinical Quality Management Services to the existing contract and increase the contract amount in the amount of \$125,000 per the attached Scope of Work. Funds for grant period noted above are contingent upon Clark County's receipt of Awarded funds from HRSA to the Las Vegas TGA.

AMENDMENT ONE TO THE CONTRACT FOR MEDICAL, CORE, AND SUPPORT  
SERVICES FOR HIV/AIDS INFECTED AND AFFECTED CLIENTS IN THE LAS  
VEGAS, RYAN WHITE, TRANSITION GRANT AREA  
EFFECTIVE MARCH 1, 2013  
RFQ NO. 602819-12

This Amendment One, dated October 15, 2013, amends the CONTRACT between Clark County Nevada (COUNTY) and Southern Nevada Health District (PROVIDER) effective March 1, 2013.

Whereas the PROVIDER is currently providing services to the COUNTY as identified in the CONTRACT; and

Whereas the COUNTY and PROVIDER mutually agree to modify the CONTRACT value and scope;

Therefore, the COUNTY and PROVIDER have agreed to amend the CONTRACT as follows:

- **Page 1, Paragraph 3,**
  - **Replace** "WHEREAS, the PROVIDER has the personnel and resources necessary to accomplish the SERVICES as described in Exhibit A, Scope of Work and Outpatient/Ambulatory Medical Care, Early Intervention Services, Medical Case Management, Substance Abuse Services-Outpatient Standard(s) of Care.
  - **With** "WHEREAS, the PROVIDER has the personnel and resources necessary to accomplish the SERVICES as described in Exhibit A, Scope of Work Outpatient / Ambulatory Medical Care, Early Intervention Services, Medical Case Management, Substance Abuse Services-Outpatient Standard(s) of Care and Exhibit C, Clinical Quality Management Requirements and Reports Scope of Work".
- **Page 1, Section II, Compensation and Terms of Payment, Subsection A, Compensation**
  - **Replace** "COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A, Outpatient/Ambulatory Medical Care, Early Intervention Services, Medical Case Management, Substance Abuse Services-Outpatient standards of care), for the not-to-exceed amount issued in accordance with appropriated funds issued via purchase order. COUNTY will issue an award letter for the annual not-to-exceed amount based upon the allocated amount per service category by the Las Vegas TGA Ryan White Part A Planning Council. Any modification to the annual amount awarded, prior to the renewal term, requires a written amendment to the contract. It is expressly understood that the entire work defined in Exhibit A must be completed by the PROVIDER and it shall be the PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee. The PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).
  - **With** "COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work, Exhibit A, (Outpatient/Ambulatory Medical Care, Early Intervention Services, Medical Case Management, Substance Abuse Services-Outpatient standards of care), and Scope of Work, Exhibit C, Clinical Quality Management Requirements and Reports Scope of Work, for the not-to-exceed amount issued in accordance with appropriated funds issued via purchase order. COUNTY will issue an award letter for the annual not-to-exceed amount based upon the allocated amount per service category by the Las Vegas TGA Ryan White Part A Planning Council. Any modification to the annual amount awarded, prior to the renewal term, requires a written amendment to the contract. It is expressly understood that the entire work defined in Exhibit A and Exhibit C must be completed by the PROVIDER and it shall be the PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

- **Page 1 and 2, Section II, Compensation and Terms of Payment, Subsection B, Terms of Payment**
  - Replace "1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work."
  - With "1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work, or Exhibit C, Scope of Work."
  - Replace "3.a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address."
  - With "3.a. The title of the PROJECT as stated in Exhibit A, Scope of Work, or Exhibit C, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address."
  - Replace "3.c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY."
  - With "3.c. Expenses not defined in Exhibit A, Scope of Work, or Exhibit C, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY."
- **Page 3, Section III, Scope of Work**
  - Replace "Services to be performed by the PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto."
  - With "Services to be performed by the PROVIDER for the PROJECT shall consist of the work described in the Scopes of Work as set forth in Exhibit A and Exhibit C of this Contract, attached hereto."

Except as expressly amended in this Amendment One, the CONTRACT shall remain in full force and effect.

**SOUTHERN NEVADA HEALTH DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_  
 Southern Nevada Health District  
 Board of Health

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

**ATTEST:**

By: \_\_\_\_\_

\_\_\_\_\_  
 Chief Health Officer

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

ANNETTE L BRADLEY Esq.  
 Attorney for Southern Nevada Health District

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

**CLARK COUNTY, NEVADA**

By: \_\_\_\_\_

**STEVE SISOLAK, Chairman  
Board of County Commissioners**

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

**ATTEST:**

By: \_\_\_\_\_

**DIANA ALBA,  
COUNTY Clerk**

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

**APPROVED AS TO FORM:**

**Steven B. Wolfson, District Attorney**

By: \_\_\_\_\_<sup>2</sup>

**ELIZABETH VIBERT  
Deputy District Attorney**

Date: 9/30/2013

**EXHIBIT C**  
**Clinical Quality Management Requirements and Reports**  
**Scope of Work**

1. To provide the following Clinical Quality Management activities:
  - a. The development and submission by **PROVIDER** to **CCSS** of quarterly statistical reports on the aggregate increase or decrease of viral load test results for TGA clients recorded in the HIV/AIDS Reporting System (HARS).
  - b. The development and submission by **PROVIDER** to **CCSS** of quarterly statistical reports on the aggregate increase or decrease of CD4 test results for TGA clients recorded in the HIV/AIDS Reporting System (HARS).
  - c. The development and submission by **PROVIDER** to **CCSS** of monthly HIV and AIDS prevalence reports and HIV and AIDS incidence reports.
  - d. The development and submission by **PROVIDER** to **CCSS** of quarterly statistical reports on the Out of Care population.
  - e. The development and submission by **PROVIDER** to **CCSS** of ad hoc reports requested by **CCSS** related to the HIV/AIDS cases in the Las Vegas TGA.
  - f. The development and submission by **PROVIDER** to **CCSS** of service report including health indicators comparing clients in Ryan White Service network to those within the jurisdiction accessing services outside of the network.
  - g. The development and submission by **PROVIDER** to **CCSS** of feasibility study, recommendations and implementation plan for integration to Affordable Care Act.
  - h. The development and submission by **PROVIDER** to **CCSS** of comparable service report defining services to clients with out of jurisdiction diagnosis versus provision to locally diagnosed clients.