



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** January 25, 2018

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)* MT

PETITION # 01-18

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 Program, Ryan White Part A HIV Emergency Relief Grant for the period of March 21, 2017 – February 28, 2018.*

PETITIONERS:

Fermin Leguen, MD, MPH, Director of Clinical Services FL
Andrew J. Glass, FACHE, MS, Director of Administration AGS
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer JS

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 21, 2017 – February 28, 2018.

FUNDING:

Amend the existing contract to add Clinical Quality Management Services to the existing contract and increase the contract amount in the amount of \$40,000 per the attached Amendment #1. The Amendment funding will be issued by CCSS to SNHD in the form of a purchase order via a letter.

AMENDMENT NO. 1
RFP 604274-16
MEDICAL CORE & SUPPORT SERVICES FOR HIV/AIDS INFECTED & AFFECTED
CLIENTS IN LAS VEGAS, RYAN WHITE TRANSITIONAL GRANT AREA

THIS AMENDMENT is made and entered into this _____ day of _____ 2018, by and between **CLARK COUNTY, NEVADA** (hereinafter referred to as “**COUNTY**”), and **SOUTHERN NEVADA HEALTH DISTRICT** (hereinafter referred to as “**PROVIDER**”).

WITNESSETH:

WHEREAS, the parties entered into an agreement under RFP Number 604274-16, entitled “**Medical, Core and Support Services for HIV/AIDS Infected and Affected Clients in Las Vegas, Ryan White Transitional Grant Area**” dated March 21, 2017 (hereinafter referred to as **CONTRACT**); and

WHEREAS, the parties desire to amend the **CONTRACT**.

NOW, THEREFORE, the parties agree to amend the **CONTRACT** as follows:

1. Page 1, Paragraph 3

Where it currently reads:

“**WHEREAS**, the **PROVIDER** has the personnel and resources necessary to accomplish the **SERVICES** as described in **Exhibit A, Scope of Work, Outpatient/Ambulatory Health Services, Early Intervention Services, Medical Case Management, Substance Abuse Outpatient Care and Emergency Financial Assistance and Standard(s) of Care.**”

Shall now read:

“**WHEREAS**, the **PROVIDER** has the personnel and resources necessary to accomplish the **SERVICES** as described in **Exhibit A, Scope of Work, Outpatient/Ambulatory Health Services, Early Intervention Services, Medical Case Management, Substance Abuse Outpatient Care and Emergency Financial Assistance and Standard(s) of Care** and in **Exhibit B, Clinical Quality Management Requirements and Reports, Scope of Work.**”

2. Page 1, SECTION II: COMPENSATION AND TERMS OF PAYMENT; Subsection A: Compensation

Where it currently reads:

“**COUNTY** agrees to pay **PROVIDER** for the performance of services described in the **Scope of Work (Exhibit A, Outpatient/Ambulatory Health Services, Early Intervention Services, Medical Case Management, Substance Abuse Outpatient Care, Emergency Financial Assistance Standards of Care and Exhibit E Request for Reimbursement)**, 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. Non-profit **PROVIDER** may draw down advance program money once at the commencement of the yearly **PROJECT** for each year of the **CONTRACT**. Such advance shall not exceed an amount equal to two months of the yearly **PROJECT** budget dependent on **COUNTY** determination of need and types of expenses. Requests for any advance must be submitted in writing on the letterhead of the requesting organization and bear the original signature of an

authorized representative. COUNTY reserves the right to require any and all expenditures of advance funds to be fully documented prior to approving any reimbursements. 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.”

Shall now read:

“COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A, Outpatient/Ambulatory Health Services, Early Intervention Services, Medical Case Management, Substance Abuse Outpatient Care, Emergency Financial Assistance Standards of Care, Exhibit B, Clinical Quality Management Requirements and Reports, Scope of Work and Exhibit E Request for Reimbursement), 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. Non-profit PROVIDER may draw down advance program money once at the commencement of the yearly PROJECT for each year of the CONTRACT. Such advance shall not exceed an amount equal to two months of the yearly PROJECT budget dependent on COUNTY determination of need and types of expenses. Requests for any advance must be submitted in writing on the letterhead of the requesting organization and bear the original signature of an authorized representative. COUNTY reserves the right to require any and all expenditures of advance funds to be fully documented prior to approving any reimbursements.

It is expressly understood that the entire work defined in Exhibit A and Exhibit B must be completed by the PROVIDER and it shall be the PROVIDER responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.”

3. Page 2, SECTION II: COMPENSATION AND TERMS OF PAYMENT; Subsection B: Progress Payments

Where it currently reads:

“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).”

Shall now read:

“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 and Exhibit B).”

4. Page 2, SECTION II: COMPENSATION AND TERMS OF PAYMENT; Subsection C: Terms of Payments

Where it currently reads:

- “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...
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
- 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.
 - b. 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...

7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.”

Shall now read:

“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 and Exhibit B, Scope of Work, and completion of Exhibit E, Request for Reimbursement form...

3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:

a. The title of the PROJECT as stated in Exhibit A, Scope of Work and Exhibit B, Scope of Work, COUNTY’S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.

b. Expenses not defined in Exhibit A, Scope of Work, Exhibit B, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY...

7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work, and/or Exhibit B, Scope of Work.

5. Page 3, SECTION III: SCOPE OF WORK

Where it currently reads:

“Services to be performed by 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.”

Shall now read:

“Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A and Exhibit B of this Contract, attached hereto.”

6. EXHIBIT B: Clinical Quality Management Requirements and Reports: Scope of Work

Add in its entirety:

EXHIBIT B MEDICAL CORE & SUPPORT SERVICES FOR HIV/AIDS INFECTED & AFFECTED CLIENTS IN LAS VEGAS, RYAN WHITE TRANSITIONAL GRANT AREA

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 of client level data 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 of client level data 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.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to be executed the day and year first above written.

COUNTY:
COUNTY OF CLARK, NEVADA

PROVIDER:
SOUTHERN NEVADA HEALTH
DISTRICT


By: _____
STEVE SISOLAK, Chairman
Board of County Commissioners

By: 
ANDREW J. GLASS, FACHE, MS
Director of Administration

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

APPROVED AS TO FORM:

By: _____
ELIZABETH VIBERT
Deputy District Attorney

By: 
ANNETTE L. BRADLEY, ESQ.
Attorney for Southern Nevada
Health District