



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** April 26, 2018

RE: *Approval of Amendment to the Agreement with Dr. Alireza Farabi for Additional Hours at the Ryan White/Sexual Health Clinic.* ✓

PETITION #13-18

That the Southern Nevada District Board of Health *approve an amendment to the agreement with Dr. Alireza Farabi to work additional hours at the Ryan White/Sexual Health Clinic.*

PETITIONERS:

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

DISCUSSION:

The amendment updates the current contract with Dr. Alireza Farabi to increase clinical hours from six to twelve hours per week at the Ryan White/Sexual Health Clinic. The contractor will participate in the diagnosis and management of HIV/AIDS patients, provide expert advice on sexually transmitted conditions, assist other Health District providers in the management of these patients, and contribute to the clinical development of other Health District clinicians and nursing staff through case reviews and clinical discussions.

FUNDING:

Funding will be through the Ryan White Part A grant and through Ryan White program income generated from third party payers for insured clients.



**AMENDMENT A02
PROFESSIONAL SERVICE AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
ALIREZA FARABI, M.D., P.C.
C1800078**

THIS AMENDMENT A02 is with reference to the Professional Service Agreement C1800078 effective November 21, 2017 (“Agreement”) and as amended on March 6, 2018, between the Southern Nevada Health District (“Health District”) and Alireza Farabi, M.D., P.C. (“Contractor”) wherein Contractor agreed to provide clinical services in the Health District’s Sexual Health Clinic.

RECITALS

WHEREAS, Health District and Contractor desire to amend the Agreement to increase the hours worked per week and to increase the amount of total compensation allowed accordingly.

NOW, THEREFORE, the Parties hereto agree to amend said Agreement as follows:

A. The third paragraph on the first page is replaced in its entirety as follows:

WHEREAS, Health District desires to obtain Contractor’s services in support of funding received from Clark County, Nevada through a U.S. Department of Health and Human Services grant H89HA06900-12-00, CFDA 93.914, titled Medical, Core and Support Services for HIV/AIDS Infected and Affected Clients in the Las Vegas Ryan White Transitional Grant Area, awarded March 8, 2017, and grant H89HA06900-13 awarded February 28, 2018, wherein Contractor will provide clinical services in the Health District’s Sexual Health Clinic; and

B. Section 4, entitled “COMPENSATION,” subparagraph 4.01, is replaced in its entirety as follows:

Contractor will be reimbursed for actual expenses incurred and Services completed in a timely and professional manner as provided in Attachment A-A02: Scope of Work and Payment. The total not-to-exceed amount of this Agreement is \$111,360. This project is supported by the federal grant described on page 1 of this Agreement in the amount of \$65,360; this accounts for 58.7% of the total funding of this Agreement period.

C. Attachment A-A01, Scope for Work and Payment is deleted in its entirety and replaced with Attachment A-02, Scope of Work and Payment.

D. All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment A02, effective March 1, 2018.

SOUTHERN NEVADA HEALTH DISTRICT

ALIREZA FARABI, M.D., P.C.

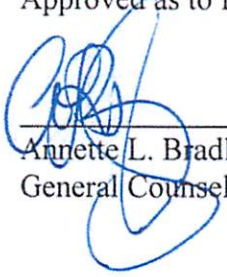
By: _____
Andrew J. Glass, FACHE, MS
Director of Administration

By: _____
Alireza Farabi, MD

Date: _____

Date: _____

Approved as to form:



Annette L. Bradley, Esq.
General Counsel

**ATTACHMENT A-A02
SCOPE OF WORK AND PAYMENT**

1. **Scope of Work.**

Contractor shall provide:

11/21/2017 – 02/28/2018 – 6 hours per week
03/01/2018 – 02/28/2019 – 12 hours per week

of clinical services for the Ryan White program in the Sexual Health Clinic, located at the Southern Nevada Health District, 280 S. Decatur Blvd, Las Vegas Nevada. Contractor will participate in the diagnosis and management of HIV/AIDS patients, new and established, and will assist other Health District providers in the management of these patients. Additionally, Contractor will provide expert advice on sexually transmitted conditions, as needed. Contractor will also contribute to the clinical development of other Health District clinicians and nursing staff through case reviews and clinical discussions.

2. **Payment to Contractor:**

a. Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. The sum of payments shall not exceed allowable compensation stated in Paragraph 4 of this Agreement and no payments shall be made in excess of the maximum allowable total for this Agreement.

b. **Budget.**

Total Not-To-Exceed (“NTE”) Budget (Includes All Travel): **\$111,360**

11/21/2017 – 02/28/2018 – 16 weeks at \$960 per week = NTE \$15,360
03/01/2018 – 02/28/2019 – 50 weeks at \$1,920 per week = NTE \$96,000

6 hours per week x \$160 per hour = \$960 per week
12 hours per week x \$160 per hour = \$1,920 per week

Contractor will be reimbursed at \$160 per hour for actual work completed. This hourly rate will include all costs including, but not limited to salary, taxes, insurance, supplies and postage.

c. Contractor may not bill more frequently than monthly for the duration of the Agreement.

i. Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.

ii. Cost principles contained in OMB 2 CFR 200, Subpart E shall be used as criteria in the determination of allowable costs.

d. Health District shall not be liable for interest charges on late payments.

e. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.