



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH

DATE: September 24th, 2020

RE: *Approval of extension of the Service Agreement between Southern Nevada Health District and Dignity Health doing business as St. Rose Dominican Hospitals, Year 2 Funding.*

PETITION #11-21

That the Southern Nevada District Board of Health *approve the Interlocal Service Agreement between the Southern Nevada Health District (SNHD) and Dignity Health, who provides linkage to care for women who are pregnant and using substances.*

PETITIONERS:

Fermin Leguen, MD, MPH, Acting Chief Health Officer *FL*

Michael Johnson, PhD, Director of Community Health *MJ.*

Marlo Tonge, Communicable Disease Manager *MT*

DISCUSSION:

This is an agreement to support and collaborate with Dignity Health who provides linkage to care activities for women who are pregnant and using substances to services in the community including but not limited to parenting classes, postnatal services, medical insurance eligibility, and referrals to Medication-assisted therapy and data collection.

FUNDING:

This agreement will provide funding to Dignity Health doing business as St. Rose Dominican Hospitals in the amount of \$60,000. This is direct funding from federal grant dollars, CDC ODTA 1 NU17CE925002-01-00, with the scope of work to be completed between September 1, 2020-August 31, 2021.



**AMENDMENT A02 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
DIGNITY HEALTH DOING BUSINESS AS
ST. ROSE DOMINICAN HOSPITALS
C2000062**

THIS AMENDMENT A02 IS MADE WITH REFERENCE TO Professional Services Agreement (“Agreement”), Effective Date October 1, 2019, and as amended on August 20, 2020, by and between the Southern Nevada Health District (“Health District”) and Dignity Health doing business as St. Rose Dominican Hospitals (“Contractor”) (individually “Party” and collectively “Parties”).

WHEREAS, the Parties mutually desire to extend the term of the Agreement, and to add deliverables and funds to the Agreement.

NOW THEREFORE, pursuant to Subsection 1.05 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- 1) The fourth paragraph on the first page of the Agreement is hereby deleted in its entirety and replaced with the following:

WHEREAS, Health District desires to obtain professional services in support of a federal grant received from the Centers for Disease Control and Prevention (“CDC”), which is an operating division of the U.S. Department of Health and Human Services (“HHS”), Federal Award Identification Number NU17CE925002, CFDA Number 93.136 – Injury Prevention and Control Research and State Community Based Programs, program entitled Southern Nevada Health District Overdose Data to Action (SNHD-ODTA) Project, awarded August 12, 2019, and as amended on November 13, 2019, February 12, 2020, and June 29, 2020; and awarded July 29, 2020, with a total amount awarded to Health District of \$5,469,784 (the “Grant”); and

- 2) The first paragraph of Section 1, Term, Termination, and Amendment, is hereby deleted in its entirety and replaced with the following:
 1. **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective from October 1, 2019 through August 31, 2021, unless sooner terminated by either Party as set forth in this Agreement. This Agreement may be extended by two (2) additional one-year periods upon mutual written agreement by the Parties.
- 3) Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:
 2. **INCORPORATED DOCUMENTS.** The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents

which are listed below and attached hereto and expressly incorporated by reference herein:

ATTACHMENT A-A02: SCOPE OF WORK
ATTACHMENT B-A02: PAYMENT
ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS
ATTACHMENT D: BUSINESS ASSOCIATE AGREEMENT

4) The Section 3, Compensation, is increased by \$60,000, from \$60,000 to \$120,000. Section 3 is hereby deleted in its entirety and replaced with the following:

3. COMPENSATION. Contractor shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A-A02. Contractor will be reimbursed for expenses incurred as provided in Attachment B-A02: Payment. The total not-to-exceed amount of this Agreement is \$120,000, all of which is funded by the Grant described on the first page of this Agreement; this accounts for 100% of the total funding for the term of the Agreement.

5) Attachment A to the Agreement is hereby deleted in its entirety and replaced by Attachment A-A02, Scope of Work, which is attached hereto and expressly incorporated herein.

6) Attachment B-A01 to the Agreement is hereby deleted in its entirety and replaced by Attachment B-A02, Payment, which is attached hereto and expressly incorporated herein.

This Amendment A02 is effective as of September 1, 2020.

Except as expressly provided in this Amendment A02, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A02 to Agreement C2000062.

SOUTHERN NEVADA HEALTH DISTRICT

**DIGNITY HEALTH DOING BUSINESS AS
ST. ROSE DOMINICAN HOSPITALS**

By: _____
Fermin Leguen, MD, MPH
Interim Chief Health Officer
Health District DUNS: 137055492

By: _____
Lawrence Barnard
President/CEO and NV Market Lead
Contractor DUNS: 122557163

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Heather Anderson Pintak, Esq.
Associate General Counsel
Southern Nevada Health District

DRAFT

ATTACHMENT A-A02
Scope of Work

Performance Period October 1, 2020 - August 31, 2021

A. Description of Services, Scope of Work and Deliverables

Contractor will:

- A.1 Provide a Peer Support Specialist to assist with providing linkage to care activities for women, who are pregnant and using substances, to services in the community including but not limited to parenting classes, postnatal services, medical insurance eligibility, and referrals to medication-assisted therapy ("MAT").
- A.2 Measure and monitor Peer Support linkage to care outcomes for the pregnant women who use substances and be reported during quarterly audits by December 15, 2020, March 15, 2021, June 15, 2021, and September 15, 2021. Outcomes measures to include: client success stories, the number of women served in the program, the number of women linked to MAT, and number of women linked to other services.
- A.3 Lead five (5) Let's Talk peer support groups located in various parts of the Las Vegas valley for mothers and mothers-to-be who need mental and emotional support during pregnancy and postpartum and report during quarterly audits by December 15, 2020, March 15, 2021, June 15, 2021, and September 15, 2021
- A.4 As requested, provide reports to CDC and/or Health District project staff to help identify and better understand Overdose Data to Action project successes and barriers.
- A.5 Participate in meetings and comply with special deliverables as requested by CDC and Health District project staff.
- A.6 Participate in on-site quarterly audits to be held no later than December 15, 2020, March 15, 2021, June 15, 2021, and September 15, 2021.
- A.7 Submit programmatic reports on time, and as directed by Health District project staff. All programmatic and financial reports will be reviewed by Health District project staff to ensure Contractor is on track with project deliverables.
- A.8 Contractor will work closely with Health District project staff to ensure proper close-out of Grant related obligations.

Performance Period October 1, 2019 - August 31, 2020

B. Description of Services, Scope of Work and Deliverables

Contractor will:

- B.1 Provide a Peer Support Specialist to assist with providing linkage to care activities for women, who are pregnant and using substances, to services in the community including but not limited to parenting classes, postnatal services, medical insurance

eligibility, and referrals to medication-assisted therapy and data collection.

- B.2 Measure and monitor Peer Support linkage to care outcomes for the pregnant women who use substances.
- B.3 Provide peer navigation services to those women interested in peer support and create a mechanism to track peer outcomes.
- B.4 Lead five (5) Let's Talk peer support groups located in various parts of the Las Vegas valley for mothers and mothers-to-be who need mental and emotional support during pregnancy and postpartum.
- B.5 Provide Health District staff with linkage to care outcomes provided by the Peer Support Specialist for pregnant women who use substances outcomes through bi-monthly aggregate reporting.
- B.6 As requested, provide reports to CDC and/or Health District project staff to help identify and better understand ODTA project successes and barriers.
- B.7 Participate in meetings and comply with special deliverables as requested by CDC and Health District project staff.
- B.8 Participate in on-site quarterly audits
- B.9 Submit programmatic reports on time, and as directed by Health District project staff. All programmatic and financial reports will be reviewed by Health District project staff to ensure Contractor is on track with project deliverables.
- B.10 Work closely with Health District project staff to ensure proper close-out of Grant related obligations.

DRAFT

**ATTACHMENT B-A02
PAYMENT**

- A. Payments to Contractor for services performed during Budget Period September 1, 2020 through August 31, 2021 are not-to-exceed **\$60,000**. Categorized Not-To-Exceed amounts eligible for reimbursement to Contractor for work actually performed and billed are detailed below:

Not-to-exceed details of Direct Costs for Budget Period September 1, 2020 through August 31, 2021			
Category: PERSONNEL	FTE (0.0-1.0)	Annual Salary (for reference only)	Amount not-to-exceed
Program Manager, Rachel Mack	.025	\$64,826.58	\$1,620.66
Educator/Group Peer Support Leader, Tawanda McIntosh	0.125	\$55,983.60	\$6,997.95
Total Salaries:			\$8,618.61
Fringe	24% of total salaries		\$2,068.47
Total Fringe:			\$2,068.47
Total Salary and Fringe:			\$10,687.08
Category: CONTRACTUAL			Amount not-to-exceed
Foundation for Recovery-Peer Recovery Support Specialist			\$49,312.92
Total Contractual			\$49,312.92
NOT TO EXCEED TOTAL FOR BUDGET PERIOD SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2021			\$60,000

- B. Payments to Contractor for services performed during Budget Period October 1, 2019 through August 31, 2020 are not-to-exceed **\$60,000**. Categorized Not-To-Exceed amounts eligible for reimbursement to Contractor for work actually performed and billed are detailed below:

Not-to-exceed details of Direct Costs for Budget Period October 1, 2019 through August 31, 2020			
Category: PERSONNEL	FTE (0.0-1.0)	Annual Salary (for reference only)	Amount not-to-exceed
Educator/Group Peer Support Leader, Tawanda McIntosh	0.20	\$54,353.00	\$10,871
Total Salaries:			\$10,871
Fringe	0.24		\$2,609
Total Fringe:			\$2,609
Total Salary and Fringe:			\$13,480
Category: OTHER			Amount not-to-exceed
Incentives support for women in program			\$5,800
Total Other:			\$5,800

Not-to-exceed details of Direct Costs for Budget Period October 1, 2019 through August 31, 2020			
Category: CONTRACTUAL			Amount not-to-exceed
Foundation for Recovery			\$40,720
Total Contractual			\$40,720
NOT TO EXCEED TOTAL FOR BUDGET PERIOD OCTOBER 1, 2019 THROUGH AUGUST 31, 2020			\$60,000

- B.1 Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. No payments will be made in excess of the not-to-exceed amount of this Agreement.
- B.2 Expenses incurred by Contractor after the end date of each Budget Period will not be eligible for reimbursement from funds allocated to the respective Budget Period.
- B.3 Contractor will not bill more frequently than monthly for the term of the Agreement. Each invoice will itemize specific costs incurred for each allowable item as agreed upon by the Parties as identified in the Agreement.
 - (a) Backup documentation including but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District is required, and shall be maintained by the Contractor in accordance with cost principles applicable to this Agreement.
 - (b) 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.
 - (c) Invoices are subject to approval by Health District project and fiscal staff.
 - (d) Contractor must submit its final Request for Reimbursement to Health District for each Budget Period no later than September 20 of the then-current year.
 - (e) Contractor is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties.
 - (f) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.
- B.4 Health District will not be liable for interest charges on late payments.
- B.5 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with disputed items.