



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** April 28, 2022

RE: *Approval of the amendment in the agreement with Eide Bailly, LLP*

PETITION # 36-22

That the Southern Nevada District Board of Health *approve the AMENDMENT between the Southern Nevada Health District and Eide Bailly, LLP.*

PETITIONERS:

Fermin Leguen, MD, MPH, District Health Officer *FL*
Karen White, CPA, Chief Financial Officer *KW*

DISCUSSION:

The Southern Nevada Health District is subject to the single audit requirement because it is the recipient of over \$750,000 in federally awarded grant funding. A three-year contract had been previously competitively awarded to Eide Bailly to perform the mandatory audit. We propose to amend this contract to add one additional year of audit services.

FUNDING:

Year Four: **\$130,000**



**AMENDMENT A03 TO
PROFESSIONAL SERVICE AGREEMENT FOR FINANCIAL AUDITING SERVICES
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
EIDE BAILLY, LLP
C1900126**

THIS AMENDMENT A03 IS MADE WITH REFERENCE TO Professional Service Agreement for Financial Auditing Services C1900126 (“Agreement”), effective May 1, 2019, and as amended on February 26, 2020 and March 9, 2021, by and between the Southern Nevada Health District (“Health District”) and Eide Bailly, LLP (“Consultant”) (individually “Party” and collectively “Parties”).

WHEREAS, the Parties mutually desire to extend the term of the Agreement, and to amend Attachment B, Payment, of the Agreement.

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

- 1) The first paragraph of Section 1, Term, Termination, and Amendment, is hereby deleted in its entirety and replaced with the following, which extends the end date of the Agreement from April 30, 2022 through April 30, 2023:
 1. Term, Termination, and Amendment. This Agreement shall be effective from May 1, 2019 through April 30, 2023, unless sooner terminated by either Party as set forth in this Agreement.

Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:

2. Incorporated Documents. The Services to be performed and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:

ATTACHMENT A:	SCOPE OF WORK
ATTACHMENT B-A01:	PAYMENT
ATTACHMENT C:	HEALTH DISTRICT RESPONSIBILITIES
ATTACHMENT D:	Eide Bailly LLP Proposal for Professional Auditing Services dated April 3, 2019

Attachment B, Payment, is hereby deleted from the Agreement in its entirety and replaced with Attachment B-A01, which is attached hereto and expressly incorporated by reference herein.

This Amendment A03 will become effective from the date of the last signature affixed hereto.

Except as expressly provided in this Amendment A03, 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.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A03 to Agreement C1900126.

SOUTHERN NEVADA HEALTH DISTRICT

EIDE BAILLY, LLP

By: _____
Fermin Leguen, MD, MPH
District Health Officer

By: _____
Tamara B. Miramontes
Partner

Date: _____

Date: _____

**ATTACHMENT B-A01
PAYMENT**

A. Payment to Consultant:

A.1 Payments shall be based on approved Consultant invoices submitted in accordance with this Agreement. No payments shall be made in excess of the amounts detailed below in Section B, Budget.

B. Budget.

B.1 The budget for each year includes up to six (6) major programs. If additional programs are added during a fiscal year, or if programs are no longer active during a fiscal year, the budgeted price below will be increased or decreased accordingly by \$7,000 per program. The Not-To-Exceed budget is:

Year 1	May 1, 2019 – April 30, 2020	\$116,310
Year 2	May 1, 2020 – April 30, 2021	\$118,600
Year 3	May 1, 2021 – April 30, 2022	\$120,900
Year 4	May 1, 2022 – April 30, 2023	\$130,000

B.2 Consultant may not bill more frequently than monthly for the duration of the project. Each invoice will detail hourly costs incurred for each class of professional identified in Attachment D, Proposal (Eide Bailly LLP Proposal for Professional Auditing Services dated April 3, 2019).

1. 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 Consultant in accordance with cost principles applicable to this Agreement.
2. Health District reserves the right to require such additional documentation, including monthly activity reports, detailing Consultant's activities and Services rendered, as the Health District deems appropriate to support payment to the Consultant.
3. Payments will be made to Consultant within thirty (30) days, or within a mutually agreed upon period after Health District receives a complete invoice from Consultant.
4. Consultant invoices shall be signed by the Consultant's official representative and shall include a statement certifying that the invoice is a true and accurate billing.
5. Cost principles contained in the Federal Acquisition Regulation 48 CFR Part 31, Cost Principles for Profit Organizations, shall be used as criteria in the

determination of allowable costs.

B.3 Health District shall not be liable for interest charges on late payments.

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