

CLARK COUNTY, NEVADA
CORE MEDICAL & SUPPORT SERVICES FOR HIV/AIDS
INFECTED & AFFECTED CLIENTS
RFQ NO. 606010-21

GOLDEN RAINBOW OF NEVADA, INC.
NAME OF FIRM
Gary Costa, Executive Director
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
714 E. Sahara Ave. Suite 101 Las Vegas, NV 89104
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 384-2899
(AREA CODE) AND TELEPHONE NUMBER
None
(AREA CODE) AND FAX NUMBER
gcosta@goldenrainbow.org
E-MAIL ADDRESS

CORE MEDICAL & SUPPORT SERVICES FOR HIV/AIDS INFECTED & AFFECTED CLIENTS

This Contract is made and entered into this _____ day of _____ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and GOLDEN RAINBOW OF NEVADA, INC., (hereinafter referred to as PROVIDER), for Core Medical & Support Services for HIV/AIDS Infected & Affected Clients (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS PROVIDER has the personnel and resources necessary to accomplish the services as described in Exhibit A, Scope of Work and;

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

WHEREAS PROVIDER and COUNTY stipulate that total payment for services performed under this CONTRACT by PROVIDER cannot exceed the amount of funds appropriated annually;

WHEREAS all funds are dependent upon the Health Resources and Services Administration of the U.S. Department of Health and Human Services (hereinafter referred to as "HRSA") as a Transitional Grant Area (TGA) for Treatment Extension Act funding

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from October 1, 2022 through February 28, 2023, with the option to renew for 2, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for services provided as outlined in Exhibit A, Scope of Work, and Exhibit E Request for Reimbursement, for the annual not-to-exceed amount 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. PROVIDER may draw down advance program money one time at the commencement of the annual project per CONTRACT year. Such advances shall not exceed the amount equal to two (2) months of the annual budget and shall be dependent upon COUNTY review and approval of the need and types of expenses being requested. Requests for advances must be submitted in writing on PROVIDER'S letterhead and be signed by an authorized representative. COUNTY reserves the right to require all expenditures be fully documented prior to approving any advance funds reimbursements.

B. Progress

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).

C. Terms of Payments

1. Each reimbursement request received by COUNTY must be submitted in accordance with Exhibit E Request for Reimbursement and in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of reimbursement request will be made within thirty (30) calendar days after receipt of an accurate reimbursement request that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on reimbursement request if PROVIDER fails to submit the request in accordance with Exhibit E Request for Reimbursement the following information required on each reimbursement request:
 - a. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the reimbursement request. PROVIDER must submit a new reimbursement request for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new reimbursement request for the agreed to amount and payment will be made in accordance with paragraph C.2 above.

4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented reimbursement request, and COUNTY will receive no discount for payment within that period.
5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any reimbursement request PROVIDER submits after six (6) months from the date PROVIDER performs services, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: CCHIVFiscal@ClarkCountyNV.gov.
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

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.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written amendment, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Heather Shoop, Assistant Manager/Grant Administrator, telephone number (702) 455-8674 or email at heather.shoop@clarkcountynv.gov or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

- 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
- 2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination, but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Termination for Default

- a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations, it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County
Attention: Heather Shoop
1600 Pinto Lane
Las Vegas, NV 89106

TO PROVIDER: Golden Rainbow
Attention: Gary Costa
714 E. Sahara Ave. Suite 101
Las Vegas, NV 89104

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

S. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____

JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:

GOLDEN RAINBOW OF NEVADA, INC

By: _____

GARY COSTA
Executive Director

8/2/2022
DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: Elizabeth A. Vibert

ELIZABETH A. VIBERT
Deputy District Attorney

Aug 25, 2022

DATE

EXHIBIT A

CORE MEDICAL & SUPPORT SERVICES FOR HIV/AIDS INFECTED & AFFECTED CLIENTS

SCOPE OF WORK

Conceptual treatment of project work plan categories, 5.2.1 Emergency Financial Assistance (EFA), and 5.2.3 Health Education/Risk Reduction (HE/RR).

1.0 Overview

The Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87) is the largest Federal program focused exclusively on HIV/AIDS care. The program is for individuals living with HIV/AIDS who do not have sufficient health care coverage or financial resources for managing their HIV. The Ryan White legislation has been adjusted with each reauthorization to accommodate new and emerging needs, such as an increased emphasis on funding of core medical services and changes in funding formulas. Funds are provided by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), Ryan White HIV/AIDS Treatment Extension Act of 2009 known as the Ryan White HIV/AIDS Program (RWHAP). The HIV Emergency Relief Grant Program Part A: Eligible Metropolitan Areas/Transitional Grant Areas HRSA Announcement No: HRSA-17-030 Catalog of Federal Domestic Assistance (CFDA) No. 93.914. The Las Vegas Ryan White Transitional Grant Area (TGA) includes Mohave County, Arizona, Clark County and Nye County, Nevada.

2.0 Scope of Project

Clark County (COUNTY) is accepting applications for the:

- a. Ryan White HIV/AIDS Program, Part A; and
- b. Minority AIDS Initiative (MAI).

This funding is competitive and used to assist the development or enhancement of access to a comprehensive continuum of high quality, community-based care for low-income individuals living with HIV in Clark County and Nye County in Nevada and Mohave County in Arizona. As such, it supports the National HIV/AIDS Strategy (NHAS) goals of: 1) Reducing New HIV Infections; 2) Increasing Access to Care and Improving Health Outcomes for People Living with HIV; and 3) Reducing HIV-Related Disparities and Health Outcomes.

This program is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$7,018,823 with 0% financed with non-governmental sources. For more information, please visit HRSA.gov.

Funds are contingent upon receipt of Grant Award from Health Resources and Services Administration to Clark County.

3.0 Definitions and Common Abbreviations

Acquired Immune Deficiency Syndrome (AIDS) is the late stage of HIV infection that occurs when the body's immune system is badly damaged because of the virus. In the U.S., most people with HIV do not develop AIDS because taking HIV medicine every day as prescribed stops the progression of the disease. A person with HIV is considered to have progressed to AIDS when the number of their CD4 cells falls below 200 cells per cubic millimeter of blood (200 cells/mm³) or they develop one or more opportunistic infections regardless of their CD4 count. (In someone with a healthy immune system, CD4 counts are between 500 and 1,600 cells/mm³).

AIDS Drug Assistance Program (ADAP) is a state administered program authorized under Part B (formerly Title II) of the Title XXVI of the Public Health Service Act as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2009 (Ryan White Program) that provides Food and Drug Administration (FDA) approved medications to low-income individuals with HIV disease who have limited or no coverage from private insurance or Medicaid. ADAPs may also purchase insurance and provide adherence monitoring and outreach under the flexibility policy. *Note: In the State of Nevada, ADAP is referred to as the Nevada Medication Assistance Program (NMAP).*

AIDS Education and Training Center (AETC) are regional centers providing education and training for primary care professionals and other AIDS-related personnel. AETCs are authorized under Part F of the Ryan White HIV/AIDS Program and administered by the HRSA HIV/AIDS Bureau's Division of Training and Technical Assistance (DTT).

Antiretroviral Therapy (ART) is the treatment for HIV. ART involves taking a combination of HIV medicines (called an HIV treatment regimen) every day. ART is recommended for everyone who has HIV. ART can't cure HIV, but HIV medicines help people with HIV live longer, healthier lives. ART also reduces the risk of HIV transmission.

CAREWare is a free, electronic health and social support services information system for HRSA's Ryan White HIV/AIDS Program recipients and providers. CAREWare was developed by HRSA's HIV/AIDS Bureau and first released in 2000.

Client is used interchangeably with the terms "patient" and "consumer" in this scope of work.

Clinical Quality Management (CQM) is the coordination of activities aimed at improving patient care, health outcomes, and patient satisfaction. All Ryan White HIV/AIDS Program recipients are required to establish clinical quality management programs to assess the extent to which HIV health services are consistent with the most recent Public Health Service guidelines for the treatment of HIV disease and related opportunistic infections; and develop strategies for ensuring that such services are consistent with the guidelines for improvement in the access to and quality of HIV services.

Core Medical Services: Under the Ryan White HIV/AIDS Treatment Modernization Act of 2006, grantees receiving funds under Parts A, B, and C (formerly Titles I, II and III) must spend at least 75 percent of funds on core medical services. For the Las Vegas TGA, fundable service categories approved by the Las Vegas TGA Planning Council include outpatient and ambulatory health services; oral health; early intervention services; health insurance premium and cost sharing assistance; mental health services; medical nutritional therapy; medical case management, including treatment adherence services; and outpatient substance abuse treatment services.

Culturally and Linguistically Appropriate Services (CLAS): The National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (The National CLAS Standards) aim to improve health care quality and advance health equity by establishing a framework for organizations to serve the nation's increasingly diverse communities. CLAS is a way to improve the quality of services provided to all individuals, which will ultimately help reduce health disparities and achieve health equity. CLAS is about respect and responsiveness: Respect the whole individual and Respond to the individual's health needs and preferences.

Health Resources and Services Administration (HRSA) and the HIV/AIDS Bureau (HAB): The U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB) administers The Ryan White Program.

Human Immunodeficiency Virus (HIV) is a virus that attacks cells that help the body fight infection, making a person more

vulnerable to other infections and diseases. It is spread by contact with certain bodily fluids of a person with HIV, most commonly during unprotected sex (sex without a condom or HIV medicine to prevent or treat HIV), or through sharing injection drug equipment. If left untreated, HIV can lead to the disease AIDS.

Minority AIDS Initiative (MAI): Created in 1998 in response to growing concern about the impact of HIV/AIDS on racial and ethnic minorities in the United States, MAI provides funding across several Department of Health and Human Service (DHHS) agencies/programs, including Ryan White, to strengthen organizational capacity and expand HIV-related services in minority communities. The Ryan White component of the MAI was codified in the 2006 reauthorization. Funds are awarded by HRSA as part of the Ryan White HIV/AIDS Program, Part A award to provide core medical and related support services to improve access and reduce disparities in health outcomes in metropolitan areas hardest hit HIV/AIDS.

Personnel, as utilized in this scope of work, includes management/leadership, employees, volunteers and contractors.

People With HIV/AIDS (PWH) refers to infants, children, adolescents, and adults who have HIV.

Planning Councils are charged with determining the size and demographics of the population, determining the needs of the population, establishing priorities, developing comprehensive plans, assessing the efficiency of administrative mechanisms, participating in the development of the statewide coordinated statement of need, establishing methods of obtaining input, and coordinating with Federal grant recipients that provide HIV-related services.

Plan, Do, Study, Act (PDSA) Model for Improvement is a four-step process for quality improvement.

- The first step (plan): develop an objective with questions and predictions.
- The second step (do) carry out the plan on a small scale and document the process.
- The third step (study), analyze the data, compare it to the "plan" section and document the process.
- The fourth step (act), adapt to the new process, abandon it, or revise and begin the cycle again.

Payer of Last Resort: By statute, the RWHAP funds may not be used for any item or service "for which payment has been made or can reasonably be expected to be made" by another payment source. At the individual client level, this means that grantees must assure that funded providers make reasonable efforts to secure non-RWHAP funds whenever possible for services to individual clients. Consistent with past communication from HRSA/HAB, grantees and their contractors are expected to vigorously pursue Medicaid enrollment as well as other funding sources (e.g., Medicaid, CHIP, Medicare, state-funded HIV/AIDS Programs, employer-sponsored health insurance coverage, and/or other private health insurances, etc.) to extend finite Part A grant resources to new clients and/or needed services, and that such eligibility is consistently assessed, and enrollment pursued.

In cases where the operations of the Part A Program and/or its eligibility determinations are made through a sub-contractual relationship, the assurance that Ryan White program funds remain the payer of last resort should be maintained. Contractors with the authority to conduct eligibility should also perform insurance verification, and make every effort to identify primary payer verifications. Such actions will reinforce the integrity of the Part A funds being spent on clients identified as eligible.

The Ryan White Program is the payer of last resort; with the exception of persons with HIV/AIDS who are eligible to receive benefits or services through the Indian Health Service or the Department of Veterans Affairs. These people are also eligible for Ryan White Program services and can choose to access the Ryan White Program for their care, rather than accessing services for the Indian Health Service or the Department of Veterans Affairs.

Provider includes the terms "service provider", "agency", "organization", "applicant" and "subrecipient".

Program Income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR 75.307(f). Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, licenses fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulation, or the terms and conditions of the federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

Quality Improvement (QI) entails the development and implementation of activities to make changes to the program in response to the performance data results. To do this, recipients are required to implement quality improvement activities aimed at improving patient care, health outcomes, and patient satisfaction.¹⁰ Recipients are expected to implement quality improvement activities using a defined approach or methodology (e.g., model for improvement¹¹, Lean¹²). Quality improvement activities should be implemented in an organized, systematic fashion. As a result, the recipient is able to understand if specific changes or improvements had a positive impact on patient health outcomes or were indicative of further necessary changes in RWHAP funded services. All quality improvement activities should be documented. Recipients should conduct quality improvement activities within at least one funded service category at any given time.

Recipient (formerly referred to as the grantee) refers to the COUNTY, specifically the Office of HIV at Clark County Social Service, to which grant funds from HRSA are directly awarded.

The Ryan White HIV/AIDS Program (RWHAP) provides a comprehensive system of HIV primary medical care, essential support services, and medications for low-income people with HIV. The program funds grants to states, cities, counties, and local community-based organizations to provide care and treatment services to people with HIV to improve health outcomes and reduce HIV transmission among hard-to-reach populations.

More than half of people with diagnosed HIV in the United States receive services through the Ryan White HIV/AIDS Program each year. That means more than half a million people received services through the program.

Over the last three decades, HRSA's Ryan White HIV/AIDS Program has played a critical role in the United States' public health response to HIV. What was once a deadly disease is now a manageable, chronic condition, if there is access to high-quality health care, support, and appropriate medical treatment. In 2019, 88.1 percent of Ryan White HIV/AIDS Program clients were virally suppressed, exceeding the national average of 64.7 percent.

The Ryan White HIV/AIDS Program is administered by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB). HRSA's Ryan White HIV/AIDS Program is divided into five Parts, following from the authorizing legislation.

- **Part A** funds medical and support services to Eligible Metropolitan Areas (EMAs) and Transitional Grant Areas (TGAs). EMAs and TGAs are counties/cities that are the most severely affected by the HIV/AIDS epidemic.
- **Part B** administers funds for states and territories to improve the quality, availability, and organization of HIV health care and support services. Recipients include all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, and the six U.S. Pacific territories/associated jurisdictions. In addition, Part B also includes grants for the AIDS Drug Assistance Program (ADAP).

- **Part C** administers funds for local community-based organizations to provide comprehensive primary health care and support services in an outpatient setting for people with HIV through Early Intervention Services program grants. Part C also funds Capacity Development grants, which help organizations more effectively deliver HIV care and services.
- **Part D** administers funds for local, community-based organizations to provide outpatient, ambulatory, family-centered primary and specialty medical care for women, infants, children and youth with HIV. Part D funding may also be used to provide support services to people living with HIV and their affected family members.
- **Part F** funds support clinician training, dental services, and dental provider training. In addition, Part F funds the development of innovative models of care to improve health outcomes and reduce HIV transmission.

The Ryan White HIV/AIDS Treatment Modernization Act of 2009: The Ryan White CARE Act, "Title XXVI of the PHS Act as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2009", or "Ryan White Program" is the single largest federal program designed specifically for people with HIV/AIDS. First enacted in 1990, it provides care and treatment to individuals and families affected by HIV/AIDS. The Ryan White Program has five parts: Part A (formerly Title I) funds eligible metropolitan areas and transitional grant areas, 75 percent of grant funds must be spent for core services; Part B (formerly Title II) funds States/Territories, 75 percent must be spent for core services; Part C (formerly Title III) funds early intervention services, 75 percent must be spent for core services; Part D (formerly Title IV) grants support services for women, infants, children & youth and Part F comprises Special Projects of National Significance, AIDS Education & Training Centers (AETCs), Dental Programs and the Minority AIDS Initiative.

The Ryan White HIV/AIDS Program Services Report (RSR) is a client-level data reporting requirement that monitors the characteristics of Ryan White HIV/AIDS Program Parts recipients, providers, and clients served. All Ryan White HIV/AIDS Program-funded recipients Parts A-D and their contracted service providers (subrecipients) are required to report client-level data annually to the HIV/AIDS Bureau through the RSR. The client-level data reported by recipients and subrecipients is used to monitor health outcomes of clients living with HIV receiving care and treatment services through program recipients and subrecipients; address the impact of HIV in communities disproportionately affected, by assessing organizational capacity and service utilization; monitor the use of the Ryan White HIV/AIDS Program to appropriately address HIV in the United States; and track progress toward achieving the goals identified in the National HIV/AIDS Strategy: Updated to 2020.

Ryan White Integrated Statewide Eligibility (RWISE) is a web-based interface developed by TriYoung, Inc. that uses the CAREWare database to provide an interface for eligibility teams to receive, review and process eligibility for the Ryan White Program. The interface is built using the standard program interface available for CAREWare along with direct data access as needed for the custom areas of CAREWare.

Special Projects of National Significance (SPNS) - Program supports the development of innovative models of HIV care and treatment in order to quickly respond to emerging needs of clients served by Ryan White HIV/AIDS Programs.

Supportive Services: Under the Ryan White HIV/AIDS Treatment Modernization Act of 2006, grantees receiving funds under Parts A, B, and C (formerly Titles I, II and III) must spend no more than 25 percent of service dollars on support services. For the Las Vegas TGA, fundable service categories approved by the Las Vegas TGA Planning Council include emergency financial assistance, food bank/home-delivered meals, health education/risk reduction, medical transportation services, psychosocial supportive services.

Viral Suppression is defined as having less than 200 copies of HIV per milliliter of blood. If taken as prescribed, ART reduces the amount of HIV in the body (viral load) to a very low level which keeps the immune system working and prevents illness.

4.0 Target Population and Eligibility Criteria:

The principal intent of the RWHAP is to provide services to PWH, including those whose illness has progressed to the point of clinically defined AIDS. Ryan White funds are intended to support only the HIV-related needs of eligible individuals. PROVIDER will ensure that assistance provided under the Ryan White Program may only be used for services necessary to facilitate a person living with HIV to access and remain engaged in HIV medical care and treatment and for supportive services that directly benefit the health of, or is related to the HIV positive status of an individual.

The Las Vegas Transitional Grant Area (TGA) Ryan White Part A program is an established part of a HIV service continuum which supports a cadre of medical and support services for people with HIV who meet specific eligibility requirements. To be eligible for Ryan White Part A CORE MEDICAL, SUPPORTIVE and MAI services in the Las Vegas TGA the following requirements must be met:

1. Proof of Diagnosis: Verifiable documentation of HIV Status
2. Proof of Residence: Documented evidence that demonstrates the individual resides in one of the following counties: Clark County, Nevada; Nye County, Nevada; or Mohave County, Arizona
3. Proof of Income: Must have a gross income at or below 400% of the most current Federal Poverty Level (FPL) guidelines.

The following persons may apply for services: any individual seeking services; the individual's legal guardian; a person designated in the individual's medical power of attorney (i.e., their court-appointed representative or legal representative). Proper documentation must be collected at initial determination and re-determination to verify guardianship or medical power of attorney.

5.0 Services

The purpose of this section is to provide a description of how PROVIDER plans to utilize the allocated funding to provide the highest quality of service based on the HHS Treatment Guidelines, the Health Resources and Services Administration (HRSA) mandated core and support service categories, the Las Vegas TGA Planning Council-approved Service Standards and the HSRA-required National Monitoring Standards to meet the client's need(s).

Listed below (5.1 and 5.2) are the Core Medical and Support Service categories deemed fundable by the Health Resources and Services Administration (HRSA) and approved by the Planning Council to be fundable in the Las Vegas TGA. Please note that the service categories have been separated by HRSA as "Core Medical and Support Services."

RESPONDENT may submit a proposal for one and up to all services listed in Section 5.1 through 5.3 of this scope of work. The Conceptual Treatment of Project and Work Plan template is required for EACH service for which the RESPONDENT is applying.

Refer to the Las Vegas TGA Planning Council approved Service Standards for each service category for a description of the required level of service and service category requirement(s) at <https://lasvegastga.com/standards/>.

5.2 Support Service Categories

5.2.1 Emergency Financial Assistance (EFA)

Description: Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for paying for essential utilities, housing, food (including groceries, and food vouchers), transportation, and medication. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program.

Direct cash payments to clients are not permitted. It is expected that all other sources of funding in the community for emergency financial assistance will be effectively used and that any allocation of RWHAP funds for these purposes will be as the payer of last resort, and for limited amounts, uses, and periods of time. Continuous provision of an allowable service to a client should not be funded through emergency financial assistance.

5.2.3 Health Education/Risk Reduction (HE/RR)

Description: Health Education/Risk Reduction is the provision of education to clients living with HIV about HIV transmission and how to reduce the risk of HIV transmission. It includes sharing information about medical and psychosocial support services and counseling with clients to improve their health status. Topics covered may include:

- Education on risk reduction strategies to reduce transmission such as pre-exposure prophylaxis (PrEP) for clients' partners and treatment as prevention
- Education on health care coverage options (e.g., qualified health plans through the Marketplace, Medicaid coverage, Medicare coverage)
- Health literacy
- Treatment adherence education

Health Education/Risk Reduction services cannot be delivered anonymously.

Additional Information related to use of Gift Cards (pertains to any service listed in 5.1 through 5.3)

Ryan White HIV/AIDS Program (RWHAP) funds may not be used to make cash payments to clients of RWHAP-funded services. This prohibition includes cash incentives and cash intended as payment for RWHAP core medical and support services.

Where direct provision of a service is not possible or effective, the following must be used:

- Store gift cards (can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the RWHAP are allowable as incentives for eligible program participants)
- Vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation).

General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are cobranding with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are unallowable.

PROVIDER must include in the Conceptual Treatment of Project and Work Plan, if applicable, the method which the administration of the voucher and/or store gift card programs will assure that vouchers and store gift cards cannot be exchanged for cash or used for anything other than the allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards.

Unallowable Costs under all service categories (pertains to any service listed in 5.1 through 5.3)

Other unallowable costs include clothing; employment and employment-readiness services; funeral and burial expenses; Pre-Exposure Prophylaxis (PREP); non-occupational Post-Exposure Prophylaxis (PEP); material designed to promote or encourage, directly, intravenous drug use or sexual activity; international travel; purchase or improvement of land, purchase-construction-or permanent improvement of any building or other facility and property taxes.

6.0 Responsibilities of PROVIDER

The purpose of this section is to provide a description of how the PROVIDER is expected to utilize the allocated funding to provide the highest quality of service based on HRSA HAB guidelines and monitoring standards set forth to meet the necessary service provisions of the grant.

A. *Program Administration, Development and Operations* - The PROVIDER shall:

- Ensure that, at minimum, the following personnel participate in Provider Orientation and subsequent refreshers provided by the COUNTY: executive leadership; fiscal leadership/staff; and program leadership.
- Ensure the PROGRAM is operated in accordance with:
 - Ryan White HIV/AIDS Program legislation.
 - HIV AIDS Bureau (HAB) Policy Clarification Notices (PCNs) and Program Letters.
 - Applicable Service Standards and Policies and Procedures of the Las Vegas Transitional Grant Area;
 - Common Guidance Documents applicable to all Ryan White Parts in Nevada including but not limited to: CGD 17-06 Grievance Protocol Guidance; CGD 18-01 Eligibility & Enrollment; and CGD 20-01 Payer of Last Resort (for Clark and Nye PROVIDERS); and any similar guiding documents in Arizona for Mohave County PROVIDERS.
 - HAB National Monitoring Standards (Universal, Fiscal and Part A Program)
 - Conditions of Award (COA) set forth by HRSA;
 - Terms and conditions set forth by HRSA in the applicable Notice of Funding Opportunity (NOFO);
 - Applicable Revised Statutes and Administrative Codes for Nevada and/or Arizona, dependent upon the location of the PROVIDER;
 - All other applicable federal, state and local regulations.
- Ensure that the PROVIDER, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- Employ personnel with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff to client ratios. Staffing should be comprised of a multi-disciplinary team.
- Maintain documentation of personnel licenses and certifications required by service standards, PROVIDER's policies and procedures, and/or the personnel member's discipline.
- Implement Administrative Safeguards and internal controls to prevent use or disclosure of protected Health Information as defined in the HIPPA Rules to protect and secure the confidentiality, integrity and availability of Electronic Protected Health Information (45 CFR 164.308, 164.210 and 164.312) in accordance with 45 CFR 164.316.
- Notify COUNTY of any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system ("Security Incident") within 24 hours of discovery of the incident.
- Implement CLAS standards in policy and practice to ensure services are provided in a manner that is culturally and linguistically appropriate. Additional information about CLAS standards and implementation guidance can be found at <https://thinkculturalhealth.hhs.gov/>.
- Ensure, to the maximum extent practicable, that PWH are involved, through employment, provision of volunteer services, and/or provision of supportive services.
- Build organizational and personnel capacity by using and cultivating understanding of program requirements through web-based resources, modules, manuals, materials and videos available on the Las Vegas TGA website's Learning Portal and "Sub Award Resources" section.
- Request support and technical assistance from the COUNTY as needed.

- Ensure all appropriate personnel have received training in the following subjects, at a minimum:
 - Within 30 days after start date during PROVIDER'S orientation of new personnel and through self-study, personnel shall develop adequate operational knowledge of:
 - Ryan White Part A Service Standards, as applicable to the position
 - Nevada Ryan White Eligibility Manual
 - Ryan White Part A Referral Policy
 - Ryan White Part A Reference Manual
 - Subrecipient Policy and Procedure Manual
 - HRSA CAREWare tutorials
 - Within 30 days after start date, and annually thereafter, personnel shall participate in training regarding:
 - HIPPA Compliance
 - Within 90 days after start date, and as needed thereafter, personnel shall participate in training provided by the COUNTY regarding:
 - Introduction to the Ryan White HIV/AIDS program
 - Use of CAREWare
 - Use of RWISE
 - Ryan White Program Eligibility
 - In addition, appropriate personnel shall attend educational trainings to increase staff knowledge about current issues relating to HIV care, subjects to include but not limited to:
 - Evidence-Based Best Practices, as relevant to the position;
 - Medical Mistrust;
 - Diversity/Multicultural Awareness/Cultural Competency/Cultural Humility;
 - Motivational Interviewing;
 - Crisis Intervention/De-escalation;
 - Harm Reduction;
 - Trauma Informed Care;
 - Suicide Prevention;
 - Mental Health First Aid;
 - Defensive Driving, offered by the COUNTY (at minimum, for personnel that operate a County-owned vehicle); and
 - CPR and First Aid (at minimum for personnel responsible for transporting clients).
- Ensure that training on all required subjects has been provided to all existing and new personnel within the designated timeframes and prescribed intervals, thereafter, including refresher and recertification trainings as recommended by the training source. Training must be delivered by sources that possess expertise in the subject matter. Documentation of training on all mandated subjects must be submitted to the COUNTY upon request.
- Maintain ongoing active participation in Provider and Action Planning Group (APG) meetings.
- Submit deliverables current for each grant year within 60 days of request from COUNTY, including but not limited to:
 - DUNS number or Unique Entity Identifier (UEI);
 - SAM Registration;
 - List of Board Members;
 - Annual Fiscal Funding Summary;
 - Most Current Financial OMB 133 Financial Audit;

- Medicare/Medicaid Certification Numbers;
- Proof of Insurance for County-owned;
- Equipment Inventory Purchased with Ryan White Grant Funds;
- IRS 501(c)3 Exempt Organization Affirmation Letter;
- Federally Negotiated Indirect Cost Rate Agreement;
- Certificate Workers' Compensation Coverage; and
- Certificate of Liability Insurance.
- Ensure that incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.

B. *Data, Reporting and Clinical Quality Management (CQM)* - The PROVIDER shall:

- Commit to advancing the quality of services throughout the Las Vegas TGA, by prioritizing ongoing involvement and leadership in the Las Vegas TGA's Clinical Quality Management (CQM) program. Demonstration of this commitment shall include:
 - Developing an operational understanding of HRSA PCN 15-02, HRSA PCN 16-02 and Las Vegas TGA CQM Annual Plan.
 - Designation of a member of personnel to serve as the PROVIDER'S CQM representative and selection of an alternate for occasions when the primary designee is unavailable.
 - Ensuring that CQM representatives consistently prioritize CQM as a part of their ongoing job responsibilities.
 - Supporting the development and implementation of the annual CQM plan, program monitoring documents and other resources needed to ensure services adhere to HIV/AIDS treatment guidelines and established clinical practices.
 - Ongoing, active participation in:
 - CQM-related meetings, trainings, technical assistance, and capacity-building activities;
 - Jurisdictional and agency-specific quality improvement projects;
 - PDSA cycles;
 - Timely responses to requests for data, reports and CQM-related assignments; and
 - Delivering presentations about data, performance measures and insight gained through QI projects and PDSA cycles,
- Ensure personnel consistently document services in CAREWare within two (2) business days of the service being provided to facilitate complete documentation of client services, timely referrals, accuracy in data reporting and to monitor progress on performance measures.
- Notify the COUNTY within one (1) business day when a member of personnel, who is also a CAREWare user, separates from the agency so their account can be disabled, thereby helping to safeguard protected health information.
- Actively participate in compliance monitoring conducted by the COUNTY. COUNTY will evaluate the PROVIDER's performance under this contract on a regular basis. Such evaluation shall include assessing the PROVIDER's compliance with applicable federal, state and local regulations and statutes; all contract terms; and performance measures. The frequency of monitoring may be monthly, quarterly, semi-annually, and/or annually.
- Ensure, that at each location where services are provided, there is a locked suggestion box easily accessible to clients to submit input, including grievances. PROVIDER must also ensure grievance forms are available to clients in an area they can access without needing permission.

- Develop and implement a plan to facilitate client feedback on the design, delivery and quality of services, which must include client satisfaction surveys at intervals throughout care; and at least one of the following: development of a client advisory council which shall meet on a regular basis to discuss service delivery issues; and/or regularly scheduled opportunities to meet with agency leadership to discuss programs. PROVIDER will submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly.
- With the support of the COUNTY, submit reports required by HRSA, including the RWHAP Services Report (RSR).
- Submit quarterly reports to the COUNTY which shall include:
 - Narrative description of the PROGRAM'S progress toward accomplishing goals, objectives and program activities;
 - Data and analysis related to performance measures established in this Scope of Work;
 - Data and analysis related to patient feedback obtained during the quarter;
 - A log of client grievances received during the reporting period, including copies of the grievances and documentation on how the grievance was resolved;
 - Current organizational chart; and
 - Updated list of contacts.

C. **Fiscal** - The PROVIDER will:

- Submit to COUNTY's authorized representative a monthly Request for Reimbursement by the 15th calendar day of each month for the previous month's services.
- Establish such fiscal and accounting procedures necessary to ensure:
 - The proper disbursement of, and account for grant funds in order to ensure that all financial transactions are conducted.
 - Maintain financial records pertaining to all matters relative to the Scope of Work in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion or termination of this Scope of Work, whichever comes first.
 - Delineate how multiple funding sources for services are allocated appropriate for its designated intended service. All such records relating to any analysis or audit performed relative to this Scope of Work shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved.
 - In the event that PROVIDER no longer operates within the Las Vegas Transitional Grant Area (Clark County, NV; Nye County, NV or Mohave County, AZ), it shall be required to deliver a copy of all records relating to this Scope of Work with the COUNTY to be retained by the COUNTY and PROVIDER.
- Not use Ryan White HIV/AIDS Program (RWHAP) funds for any item or service "for which payment has been made or can reasonably be expected to be made" by another payment source, in alignment with the HRSA regulations. Additionally, PROVIDER will:
 - If providing insurance-reimbursable services, actively and diligently pursue opportunities to become a provider of those services through health insurance products, especially those most available and accessible to RWHAP clients;
 - Make reasonable efforts to identify, secure and exhaust non-RWHAP funds whenever possible before utilizing Ryan White Program Funds for core medical and supportive services;

- Ensure that eligible individuals are encouraged, referred, and assisted in enrolling in other private and public service programs and that such eligibility is consistently assessed, and enrollment pursued. This includes actively engaging uninsured and underinsured clients annual open enrollment and any special enrollment periods;
- Coordinate with all Ryan White Program Parts (Parts A, B, C and D) when similar service is provided to avoid duplication of services or payments;
- When a Ryan White client receives services that are covered by their existing insurance coverage/benefits and/or assistance program, first bill that other payer source prior to utilizing Ryan White resources.
- Retroactively bill other payer sources for covered services.
- Screen each client to determine if they are eligible to receive services through other programs at time of eligibility or reassessment, and prior to any referrals made to other Ryan White core medical and/or support services.
- Pursuant to HRSA Policy Clarification Notice 15-03 (Clarification regarding the Ryan White HIV/AIDS Program and Program Income), all gross income earned by a PROVIDER that is directly generated by a Ryan White Part A supported activity or earned as a result of a Ryan White Part A activity will be monitored and tracked for identity of the source, amount earned and expenditures of the income. PROVIDERS are required to provide:
 - Program Income Expected Budget: PROVIDER shall submit this to the COUNTY when Annual Budgets are due. This is an estimate only, of the sources and amounts that PROVIDER may receive.
 - Program Income Quarterly Report: PROVIDER shall submit this to the COUNTY, which shall include actual amounts of program income earned during the reporting period and:
 - Sources of program income;
 - The amount of program income received from each source;
 - Amount of program income expended;
 - How program income funds were spent;
 - Amount of unspent program income at the end of the reporting period.
 - Program Income Annual Report: PROVIDER shall submit this to the COUNTY, which shall include actual amounts of program income earned during the grant year and:
 - Sources of program income;
 - The amount of program income received from each source;
 - Amount of program income expended;
 - How program income funds were spent;
 - Amount of unspent program income at the end of the grant year.

7.0 Service Category Requirements and Performance Measures

Performance measurement is the routine collection and analysis of data. A successful program translates into viral suppression. Performance measures are required, at minimum, for any Service Category utilized by 15% or more of clients in the Las Vegas TGA. Performance measures shall be defined by the COUNTY and included in contracts for PROVIDERS funded to provide these services that meet this criterion.

PROVIDER shall provide Emergency Financial Assistance, as defined by HRSA in section 5.2.1 of this scope of work

PROVIDER shall render services in accordance with the following requirements:

- A minimum of **80** unduplicated clients shall receive **Emergency Financial Assistance** services during the award period.

- A minimum of **10** service units shall be provided each month during the award period in **Emergency Financial Assistance**.
- **PROVIDER** shall serve women, infants, children and youth (WICY) and document client numbers and funds spent for the mandated WICY report. **PROVIDER** shall report to **COUNTY** the WICY population served upon request.
- **PROVIDER** shall submit a quarterly report detailing services provided and narrative of program. Report shall be submitted on an approved CCSS form.

PROVIDER shall comply with the Program Goals and Measures as defined below:

Program Goals – EFA	Performance Measure	Target Percentage	Source
Agency Compliance	Agency shall engage in continuous quality improvement efforts to maintain and improve compliance with all components of the HRSA National Monitoring Standards; Las Vegas TGA service standards and policies & procedure; and this interlocal agreement with Clark County.	N/A	CAREWare, Chart Review, Agency Documentation, Monitoring Records
Undetectable Equals Untransmittable (U=U) Education	Percentage of clients with HIV infection who were provided documented education about U=U.	90%	CAREWare/Chart Review
Viral Suppression	Percentage of clients with diagnosed HIV infection whose most recent viral load test in the calendar year showed that HIV viral load was suppressed. Viral suppression is defined as a viral load test result of <200 copies/mL at the most recent viral load test.	90%	CAREWare/Chart Review
Retention in Care	Percentage of clients with diagnosed HIV infection who had two care visits that were at least 90 days apart during the calendar year, as measured by documented test results for CD4 count or viral load, as well as documented services.	90%	CAREWare/Chart Review

PROVIDER shall provide Health Education/Risk Reduction, as defined by HRSA in section 5.2.3 of this scope of work

PROVIDER shall render services in accordance with the following requirements:

- A minimum of **25** unduplicated clients shall receive **Health Education/Risk Reduction** services during the award period.
- A minimum of **10** service units shall be provided each month during the award period in **Health Education/Risk Reduction**.
- **PROVIDER** shall serve women, infants, children and youth (WICY) and document client numbers and funds spent for the mandated WICY report. **PROVIDER** shall report to **COUNTY** the WICY population served upon request.
- **PROVIDER** shall submit a quarterly report detailing services provided and narrative of program. Report shall be submitted on an approved CCSS form.

PROVIDER shall comply with the Program Goals and Measures as defined below:

Program Goals – Health Education/Risk Reduction	Performance Measure	Target Percentage	Source
Agency Compliance	Agency shall engage in continuous quality improvement efforts to maintain and improve compliance with all components of the HRSA National Monitoring Standards; Las Vegas TGA service standards and policies & procedure; and this interlocal agreement with Clark County.	N/A	CAREWare, Chart Review, Agency Documentation, Monitoring Records
Undetectable Equals Untransmittable (U=U) Education	Percentage of clients with HIV infection who were provided documented education about U=U.	90%	CAREWare/Chart Review
Viral Suppression	Percentage of clients with diagnosed HIV infection whose most recent viral load test in the calendar year showed that HIV viral load was suppressed. Viral suppression is defined as a viral load test result of <200 copies/mL at the most recent viral load test.	90%	CAREWare/Chart Review
Retention in Care	Percentage of clients with diagnosed HIV infection who had two care visits that were at least 90 days apart during the calendar year, as measured by documented test results for CD4 count or viral load, as well as documented services.	90%	CAREWare/Chart Review

8.0 References

- **HRSA Ryan White HIV/AIDS Program** (<https://hab.hrsa.gov/>)
 - National Monitoring Standards (Part A)
<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/2022-rwhap-nms-part.pdf>
 - Policy Notices and Program Letters
<https://hab.hrsa.gov/program-grants-management/policy-notices-and-program-letters>
- **Las Vegas TGA, Ryan White Service Standards and Policies & Procedures**
<https://lasvegastga.com/standards/>
- **What is Ending the HIV Epidemic: A Plan for America**
<https://www.hiv.gov/federal-response/ending-the-hiv-epidemic/overview>
- **Ending the HIV Epidemic**
<https://www.cdc.gov/endhiv/index.html>
- **Guidelines for the Use of Antiretroviral Agents in Adults and Adolescents with HIV**
<https://aidsinfo.nih.gov/guidelines/html/1/adult-and-adolescent-arv/10/initiation-of-antiretroviral-therapy>
- **What are HIV and AIDS?**
<https://www.hiv.gov/hiv-basics/overview/about-hiv-and-aids/what-are-hiv-and-aids>
- **Viral Suppression**
<https://ahead.hiv.gov/resources/glossary/viral-suppression>
- **Clinical Quality Management Policy Notification Notice 15-02**
<https://hab.hrsa.gov/sites/default/files/hab/Global/HAB-PCN-15-02-CQM.pdf>
- **Ryan White HIV/AIDS Program Services: Eligible Individuals & Allowable Uses of Funds**
https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/ServiceCategoryPCN_16-02Final.pdf

EXHIBIT B
CORE MEDICAL & SUPPORT SERVICES FOR HIV/AIDS INFECTED & AFFECTED CLIENTS
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement, or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.***
- I. **Professional Liability:** PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- L. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY,

caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.

- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)
 8. Description: RFQ Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	3. Company's Best Key Rating
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000 PERSONAL & ADV INJURY \$(G) 1,000,000 GENERAL AGGREGATE \$(H) 2,000,000 DEDUCTIBLE MAXIMUM \$ 25,000
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DEDUCTIBLE MAXIMUM \$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - E.A. EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE \$(Q) 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

8. RFQ NO. 606010-21; CORE MEDICAL & SUPPORT SERVICES FOR HIV/AIDS INFECTED & AFFECTED CLIENTS.

9. CERTIFICATE HOLDER**CANCELLATION**

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

10. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFQ NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as RFQ No. 606010-21, entitled CORE MEDICAL & SUPPORT SERVICES FOR HIV/AIDS INFECTED & AFFECTED CLIENTS;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

- MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.
- DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.
- EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.

EXHIBIT D
GRIEVANCE REPORTING STRUCTURE

Grievance means an oral or written communication, submitted by a client or by their representative, which addresses issues with any aspect of the PROVIDER's operations, activities, or behavior that pertains to 1) the availability, delivery, or quality of care, including utilization review decisions, that are believed to be adverse by the client. The expression may be in whatever form or communication or language that is used by the client or their representative but must state the reason for the dissatisfaction and the client's desired resolution.

No retaliatory actions will be taken against any client, client representative or provider filing a grievance. The client shall be assured that information pertaining to the grievance issue is kept confidential except to the extent that sharing of such information between CCSS and the provider agency and other persons authorized by the client, is necessary to resolve the issue.

PROVIDER shall have its agency's grievance forms available in all areas that are accessed by clients. The PROVIDER is the first point of access for all grievances for the clients PROVIDER serves. PROVIDER is responsible for responding, investigating and resolving the client's grievance before the client or PROVIDER refers the grievance to CCSS staff. PROVIDER shall supply client with the following, upon client's request:

- An agency grievance form in triplicate.
- A pre-addressed and pre-stamped envelope addressed to the agency's Executive Director.
- A pre-addressed and pre-stamped envelope addressed to the Las Vegas Part A and Ending the HIV Epidemic Grants Administrator.

PROVIDER shall submit quarterly grievance logs to CCSS staff for monitoring. The grievance log from each PROVIDER will be tracked and trended by CCSS for quality improvement purposes.

Grievances are a source of information that is one of the ways to evaluate the quality of access, Provider service, or clinical care. PROVIDER shall have written policies and procedures for the thorough, appropriate and timely resolution of a client's. Grievances, which include:

- A. Documentation of the nature of the Grievance which shall include, at minimum:
 - a. A log of formal Grievances;
 - b. A file of written formal Grievances, and
 - c. Records of their resolution
- B. Analysis and investigation of the Grievance; and
- C. Written notification to the client of the disposition of the Grievance and the way to appeal the outcome of the Grievance or handling of a Grievance to CCSS staff.

Provider shall complete and submit the Grievance Log on a quarterly basis within 15 calendar days of the end of each calendar quarter. Contractor shall record each Grievance once on the Grievance Log. If the Grievance covers more than one category, PROVIDER shall record the Grievance in the predominant category. The Grievance Log shall be submitted electronically. Contact CCSS staff to have form sent electronically.

PROVIDER shall send the Grievance Log to:
Clark County Social Service, Office of HIV
1600 Pinto Lane
Las Vegas, NV 89106.

Effective May 1, 2007

Grievance Log for Las Vegas TGA and Ending the HIV Epidemic

Provider name: _____

Year: _____

Report period (circle): Mar-May

June-Aug

Sept-Nov

Dec-Feb

[illegible]

D-2

EXHIBIT D

ACCESS		Interaction with Provider - COUNTY Staff	
A1	Difficulty contacting Provider	I1	Client feels not treated with dignity or respect
A2	Timely appointment not available	I2	Client disagrees with staff or clinician response
A3	Convenient appointment not available	I3	Lack of courteous service
A4	No choice of clinicians or clinician not available	I4	Lack of cultural sensitivity
A5	Transportation or distance barrier	I5	Other (describe)
A6	Physical barrier to Provider's office	Quality of Service	
A7	Language barrier or lack of interpreter services	Q2	Provider office unsafe
A8	Wait time during visit too long	Q2	Provider office uncomfortable
A9	Other (describe)	Q3	Client did not receive information about available services
Denial of Service, Authorization, or Payment		Q4	Excessive wait times on phone
D1	Desired service not available	Q5	Phone call not returned
D2	Client wanted more service than offered/authorized	Q6	Client doesn't like pre-authorization requirements
D3	Request for service not covered by Ryan White TGA	Q7	Other (describe)
D4	Request for medically unnecessary service	Client Rights	
D5	Payment to non-participating provider denied	CR1	Not informed of client rights
D6	Service authorization denied	CR2	Grievance and appeal procedure not explained
D7	Other (describe)	CR3	Access to own records denied
Clinical Care		CR4	Concern over confidentiality
C1	Client not involved in treatment planning	CR5	Allegation of abuse
C2	Client's choice of service not respected	CR6	Treatment discontinued without proper notification
C3	Disagreement with treatment plan	CR7	Other (describe)
C4	Concern about prescriber or medication issues		
C5	Lack of response or follow-up		
C6	Lack of coordination among providers		
C7	Care not culturally appropriate		
C8	Client believed quality of care inadequate		
C9	Other (describe)		

EXHIBIT E REQUEST FOR REIMBURSEMENT

Service Category:

Item	Detail	Annual Part A Total
1. Personnel: List Position Title, Name Description of Part A duties that relate to the standard of care service description including where services are provided, state any personnel standard qualifications, licensure, etc. and the quality management expectations (ie. Case management expected case load). If title does not correlate with duties explain why. RWPA Percentage, Other Percentage		
	FTE for RWPA	
	Annual Salary x RWPA %	
Total Personnel		\$ -
2. Fringe Benefits:		
	Total Salary x Fringe Benefit %	
a. List fringe benefits included (ie. Social security, health benefits etc.)		
Total Fringe:		\$ -
3. Travel:		
a. List travel location and number of staff attending		
Airfare: Amount x # of people		
Lodging: Amount x # of nights x # of people		
Per Diem Meals: amount x # of days x # of people		\$ -
Airport Parking: amount x # of days x # of people		
Ground Transportation:		
Other (list):		
b. Mileage: Purpose: Amount per mile x # of months (Home visits: \$0.50 per mile x 12 months)		\$ -
c.		\$ -
d.		\$ -
Total Travel:		\$ -
4. Equipment: List equipment costs and provide justification for the need of the equipment to support the program's goals. Extensive justification and a detailed status of current equipment must be provided when requesting funds for the purchase of computers and furniture items that meet the definition of equipment (i.e, a unit cost of a minimum of \$5,000 and a useful life of one or more years).		
a.		\$ -
b.		\$ -
Total Equipment:		\$ -
5. Supplies: List supplies related to service category, provide narrative related to use per the service category. List the items that the program will use. In this category, separate different types of supplies. Medical supplies (service category: outpatient/ambulatory) are syringes, blood tubes, plastic gloves, etc., and educational supplies (service category: health education/risk reduction) may be pamphlets and educational videotapes. Remember, they must be listed separately.		
a.		\$ -
b.		\$ -
Total Supplies:		\$ -
6. Contractual: Providers are responsible for ensuring that their organization and or institution has in place an established and adequate procurement system with fully developed written procedures for awarding and monitoring all contracts. Applicants must provide a clear explanation as to the purpose of each contract, how the costs were estimated, and the specific contract deliverables.		
a.		
b.		\$ -
Total Contractual		\$ -
7. Other: Put all costs that do not fit into any other budget category in this budget category and provide an explanation of each cost in this budget category and how it relates to this service category.		
a.		\$ -
b.		\$ -
Total Other		\$ -
Service Category Grand Total		\$ -

**EXHIBIT F
FEDERAL REQUIREMENTS**

1. COUNTY is the recipient of funds pursuant to the CFDA title: HIV Emergency Relief Project CFDA Number 93.914; Ryan White HIV/AIDS Treatment Extension Act of 2009 Grant Number H89HA06900, (hereinafter referred to as the "TREATMENT EXTENSION ACT") and COUNTY is responsible for the administration of said funds within the Las Vegas, Nevada, standard metropolitan statistical area as defined by the U.S. Census Bureau, which metropolitan area has been designated by the Health Resources and Services Administration of the U.S. Department of Health and Human Services (hereinafter referred to as "HRSA") as a Transitional Grant Area (TGA) for TREATMENT EXTENSION ACT funding.

Additionally, COUNTY is the recipient of funds pursuant to the CFDA title: Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B CFDA Number 93.686; Grant Number UTH8HA33925 (hereinafter referred to as the "ENDING THE HIV EPIDEMIC") and COUNTY is responsible for the administration of said funds within Clark County, Nevada.

2. PROVIDER understands that TREATMENT EXTENSION ACT funds are to be used as dollars of last resort for each client.
3. PROVIDER understands and further agrees that it shall account for the use of TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funding by ensuring all expenditures are reasonable and necessary, and are subject to the following:
 - a. PROVIDER may allocate no more than 10% of the contract amount for "administrative" costs, as defined by COUNTY, HRSA and applicable federal Office of Management and Budget (OMB) Circulars. Funds are to be provided on a reimbursement basis.
 - b. Approval of the award budget by COUNTY constitutes prior approval for the expenditure of funds for specified purposes included in this budget. The transfer of funds between providers at any level requires approval from the Board of County Commissioners. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
 - c. COUNTY reserves the right to hold reimbursement under this award until any delinquent forms or requirements of grant award are filed.
 - d. Reimbursement requests shall be submitted no later than sixty (60) days from the end of the month in which the costs were incurred.
 - e. Within forty-five (45) days of the CLOSE OF THE AWARD PERIOD, a complete financial accounting of all expenditures shall be submitted to COUNTY.
 - f. COUNTY reserves the right to reallocate funding based on utilization of services furnished by PROVIDER during the term of this Agreement, so that services to be provided and the corresponding maximum payment amount may be decreased or increased at the discretion of COUNTY for services remaining to be provided. COUNTY reserves the right to reduce PROVIDER's funding and to reallocate such funding to other Ryan White providers if it appears the full funding shall not be used by PROVIDER.
 - g. The Agreement may also be immediately terminated by COUNTY in the event federal funding is reduced or eliminated and for cause as set forth herein. Upon the effective date

of any termination, any and all rights and obligations of each party hereto shall be deemed at an end and canceled, except as previously accrued or vested.

4. Restrictions on Grant Expenditures

- a. TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds shall not be used to purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling, if authorized.
- b. TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds shall not be used to make direct payments to recipients of services.
- c. TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds shall not be used to supplant or replace current state, local, or private HIV-related funding.
- d. PROVIDER shall maintain documentation on file assuring that services rendered under this Agreement will use TREATMENT EXTENSION ACT funding as "dollars of last resort" and that the client has no other source of funding to provide such services.
- e. TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds are to be used for HIV/AIDS-related services only. Use of these funds for research, epidemiological surveys, clinical trials, and capital projects is prohibited.
- f. TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds shall not be used to provide items or services for which payment already had been made or reasonably can be expected to be made by third party payers, including Medicaid, Medicare, and/or other federal, state, or local entitlement programs, prepaid health plans, or private insurance. PROVIDER shall provide its Medicare/Medicaid certification number or evidence of the status of becoming Medicare/Medicaid certified.
- g. COUNTY shall not honor any request for payment for services provided by volunteers at no cost to PROVIDER.
- h. COUNTY shall not honor any request for payment for TREATMENT EXTENSION ACT services provided outside of Clark and Nye Counties, Nevada, and Mohave County, Arizona, unless prior written authorization has been obtained from COUNTY.
- i. COUNTY shall not honor any request for payment for ENDING THE HIV EPIDEMIC services provided outside of Clark County, Nevada, unless prior written authorization has been obtained from COUNTY.
- j. PROVIDER understands and further agrees to the eligibility criteria for the Ryan White Part A Program. Delivery of services is contingent on verification of medical and financial eligibility.

5. General Scope of Work for All Providers

- a. See Exhibit A for specific services and Scope of Work.
- b. PROVIDER shall provide Care and Support Services to HIV/AIDS infected persons regardless of age, race, ethnicity, religion or gender, and sexual orientation which services are culturally sensitive, linguistically appropriate and appropriate to patients' functional acuity level.

- (1) Comply with *National Standards for Culturally and Linguistically Appropriate Services in Health Care* as defined by the US Department of Health and Human Services, Office of Minority Health. These Standards are available on the Office of Minority Health's website at <http://www.thinkculturalhealth.hhs.gov/clas/standards>
- (2) Participate in the Las Vegas TGA Continuum of Care where services are organized to respond to the individual or family's changing needs in a holistic, coordinated, timely and uninterrupted manner, thereby reducing fragmentation of care. PROVIDER shall submit to COUNTY copies of current Memoranda of Understanding with all other providers within the Continuum of Care.
- (3) PROVIDER must establish a system of written procedures through which a client or their representative may present grievances about the operation of PROVIDER's services. PROVIDER shall provide these written procedures to COUNTY upon request and shall make them readily accessible to clients, such as through the posting or distribution of the procedures in areas frequented by clients. PROVIDER shall, upon request, provide advice to such persons as to the grievance procedure. Refer to Exhibit D for Grievance Reporting Structure. PROVIDER shall submit resolved grievances to the Ryan White Part A Grantee staff quarterly by the 15th of the following month (see Exhibit D).
- (4) PROVIDER shall maintain on file and adhere to its current internal grievance and/or sanction procedures made available in English and in Spanish for clients not satisfied with services received from PROVIDER.
- (5) PROVIDER must submit to COUNTY, prior to permanent banning or restriction to services by mail only, all data related to eligible client for a final determination by COUNTY.
- (6) PROVIDER shall obtain written approval from COUNTY prior to making programmatic changes in the scope of the project.
- (7) PROVIDER shall inform COUNTY, in writing, of changes in Board composition specified in this Agreement within thirty (30) business days of any such change.
- (8) Utilize COUNTY furnished COUNTY approved management information system software to manage eligible client data. Data must be entered within two (2) business days of delivery of service to client. Specialty services encounter data must be entered within two (2) business days of receipt by PROVIDER.
- (9) PROVIDER shall ensure that client confidentiality is maintained when accessing the client services management information systems database.
- (10) PROVIDER shall ensure that 100% of clients are registered in the client services management information systems database approved by COUNTY prior to the receipt of services.
- (11) PROVIDER shall check eligibility status on 100% of clients prior to the delivery of services and refer 100% of clients not registered for an eligibility assessment.
- (12) PROVIDER shall openly and honestly disclose business practices, written records and client files pertaining to the provision of TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funded services to COUNTY representatives during scheduled site review visits by COUNTY staff.
- (13) PROVIDER shall comply with corrective action recommendations as a result of the site review visit.

- (14) PROVIDER shall actively assist in quality improvement effort(s) by COUNTY and/or the Ryan White Part A Planning Council by encouraging their clients to participate in various client opinion sampling opportunities which may include ongoing written client satisfaction surveys, personal onsite interviews or focus groups and/or needs assessment for the purpose of ongoing or periodic assessment of client needs to improve the quality of care.
- (15) PROVIDER shall submit documentation/proof of completing any corrective actions identified in the programmatic site visits by due dates specified in the site visit reports.
- (16) PROVIDER shall collaborate with COUNTY by allowing staff to participate in meetings and trainings as attendees and/or as presenters, as needed.
- (17) At least one PROVIDER representative shall attend mandatory TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC Provider Meetings with dates, times, and locations to be determined by COUNTY.
- (18) PROVIDER will send qualified participants(s) to attend Medical Case Management related meetings as directed by COUNTY. Times and dates will be determined by COUNTY.
- (19) PROVIDER will send qualified participant(s) to attend Clinical Quality Management related meetings as directed by COUNTY. Times and dates will be determined by COUNTY.
- (20) PROVIDER required to attend at minimum a quarterly one-on-one meeting with COUNTY to discuss budgets, service provision, client concerns and any other pertinent events related to grant funding or programming. Times and dates will be determined by COUNTY.
- (21) PROVIDER shall participate in Technical Assistance training as needed and as identified by COUNTY and PROVIDER staff.
- (22) The following written documents shall be visibly posted within thirty (30) business days of execution of this Agreement.
 - 1. The Statement of Consumer Rights
 - 2. Disability Act
 - 3. Labor laws
 - 4. Sanction policy and/or zero tolerance information
 - 5. Grievance policy or posted information informing clients that there is a grievance policy.
- (23) PROVIDER shall supply COUNTY with a copy of any Direct Service subcontract Agreements within thirty (30) days of execution of that Agreement.
- (24) PROVIDER shall notify COUNTY, in writing, of staff changes that occur during the award period to staff that are employed using TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds within one (1) business day of such occurrences.
- (25) PROVIDER shall supply COUNTY with a list of active Board of Directors' members and meetings scheduled to occur seven (7) days after the execution date of this Agreement, PROVIDER shall supply COUNTY with a list of the Board of Directors members.
- (26) PROVIDER shall make meeting minutes available, upon request, within five (5) business days of request.
- (27) PROVIDER shall supply COUNTY with a summary of all current fiscal year funding sources with dollar amounts or estimates of amounts no later than ninety (90) days after the execution of this Agreement.

- (28) PROVIDER shall complete and submit to HRSA all federally mandated Program Data no later than the due dates specified by HRSA.
 - (29) PROVIDER shall supply COUNTY with a copy of the most recent Office of Management and Budget (OMB) A – 133 audit within six (6) months of completion of PROVIDER Fiscal Year.
 - (30) PROVIDER of TREATMENT EXTENSION ACT services shall adhere to the HRSA Part A Program Monitoring Standards, Fiscal Monitoring Standards and Universal Monitoring Standards.
- 6. PROVIDER understands and further agrees that this Agreement is valid and enforceable only if sufficient TREATMENT EXTENSION ACT and/or ENDING THE HIV EPIDEMIC funds are made available to COUNTY by HRSA. Payment for all services provided under this Agreement is expressly contingent upon the availability of such TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC funds. This Agreement may be amended, suspended or terminated effective immediately by COUNTY at any time in the event of a change in, a suspension of or discontinuation of the availability of these funds.
- 7. PROVIDER shall comply with all applicable state, federal and county laws and regulations relating to its performance under this Agreement as they now exist and as hereafter amended or otherwise modified. PROVIDER shall perform all services under this Agreement in compliance with the U.S. Office of Management and Budget (OMB) cost principles and uniform administrative requirements as promulgated in its published circulars as well as U.S. Department of Health and Human Services Public Health Service Grants Policy Statements, all HRSA TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC program guidelines, policies and practices and comply with the Universal Health Records Standards issued by HRSA and the Title 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards found here <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>
- 8. PROVIDER agrees that grant funds may only be used for the awarded purpose and are approved expenditures under the guidelines of U.S. Department of Health and Human Services and Health Resources and Services Administration. In the event PROVIDER expenditures do not comply with this condition, that portion not in compliance must be refunded to the COUNTY.
- 9. PROVIDER agrees that the expenditure of award funds in excess of approved budgeted amount, without prior written approval by the COUNTY, may result in the PROVIDER refunding to the COUNTY that amount expended in excess of the approved budget.
- 10. PROVIDER agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, ethnicity, color, gender, sexual orientation, religion, age, or disability (including AIDS and AIDS-related conditions). PROVIDER shall include this non-discrimination clause in all subcontracts/agreements in connection with any service or other activity under this Agreement.
- 11. PROVIDER shall also be in compliance with the Equal Employment Opportunity Act, Anti-Kickback Act, the Davis-Bacon Act and OSHA regulations.
- 12. In accordance with the Immigration Reform and Control Act of 1986, PROVIDER shall not knowingly employ unauthorized or illegal aliens in the performance of this Agreement.

13. PROVIDER agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
14. PROVIDER certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This certification shall be required by PROVIDER of every subcontractor receiving any payment in whole or in part from monies paid pursuant to this Agreement.
15. PROVIDER agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this award shall be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. any federal, state, county or local agency, legislature, commission, council, or board;
 - b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. any officer or employee of any federal, state, county or local agency, legislature, commission, council, or board.
16. PROVIDER shall also account for and report funds expended and/or services provided from other funding sources, specifically for the HIV/AIDS programs including but not limited to in-kind contributions, volunteer services, cash match, other grants and all monetary contributions and donations.
17. PROVIDER agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this award. The COUNTY reserves the right to disqualify PROVIDER on the grounds of actual or apparent conflict of interest. Any concealment or obfuscation of a conflict of interest, whether intentional or unintentional, shall automatically result in the disqualification of funding.
18. PROVIDER shall ensure the confidentiality of medical information that contains patient identifiers including name, date of birth, Social Security number, telephone number, medical record number and ZIP code. PROVIDER shall comply with all state confidentiality laws and federal Health Insurance Portability and Accountability Act (HIPAA) regulations that protect all individually identifiable health information in any form (electronic, paper-based, oral) that is stored or transmitted by a HIPAA covered entity.
19. PROVIDER must have on file updated yearly certification of HIPAA training completed by members of staff.
20. All client data listed in the COUNTY approved data management system or included in client files must only be used in course of regular business. Any data from COUNTY approved data management system or client files intended for any other use must have written approval from COUNTY.
21. PROVIDER shall submit copies to COUNTY of all forms of written correspondence and/or documents pertaining to Ryan White TREATMENT EXTENSION ACT Part A and/or ENDING THE HIV EPIDEMIC services including, but not limited to, press releases and notices to the general public issued or released by PROVIDER.

22. All statements, press releases, flyers, posters, brochures, and other documents promoting programs and services funded in whole or in part with TREATMENT EXTENSION ACT and/or ENDING THE HIV EPIDEMIC funds shall specifically reference that funding has been made available through a grant from the U.S. Department of Health and Human Services, HRSA, and Clark County under the TREATMENT EXTENSION ACT.
23. Title to any and all equipment procured through the expenditure of TREATMENT EXTENSION ACT and/or ENDING THE HIV EPIDEMIC funds will vest upon acquisition with COUNTY. Upon termination of this Agreement, COUNTY shall solely determine the disposition of all such equipment.
24. Property records shall be maintained by PROVIDER, including a description of the property, serial or ID number, source of property, title holder, acquisition date and cost of property, percentage of TREATMENT EXTENSION ACT and/or ENDING THE HIV EPIDEMIC funds used to procure property, location, use and condition of the property.
25. COUNTY shall monitor PROVIDER's performance during the term of this Agreement. This shall include, but not be limited to, site visits, PROVIDER's participation in COUNTY's sponsored training and contractor meetings, timeliness of deliverables and grantee sponsored projects through the Ryan White Part A Planning Council. Results of this review may be considered when evaluating PROVIDER's performance for continued funding in future grant year. This section shall survive the termination of this Agreement.
26. If PROVIDER fails to substantially comply with any material provisions of this Agreement, COUNTY reserves the right to withhold payment in an amount that corresponds to the harm caused by PROVIDER, and/or to immediately suspend, modify or terminate this Agreement. Events that may also lead to withholding of funds, and/or suspension, modification or termination include, but are not limited to:
 - a. PROVIDER materially breaches this Agreement or is in material violation of any applicable county ordinance or state or federal law in conducting activities under this Agreement.
 - b. PROVIDER fails to maintain any license, registration, or permit required to provide the services specified in this Agreement or fails to utilize licensed personnel, where required by law;
 - c. PROVIDER, either knowingly or unknowingly, misrepresents, in any way, information or data furnished to COUNTY, or submits reports that are materially incorrect, incomplete or delinquent;
 - d. PROVIDER makes improper use of funds;
 - e. PROVIDER fails to resolve, to the reasonable satisfaction of COUNTY, any disallowed or questionable costs and/or operating practices identified in any current or prior fiscal year program monitoring, site visit or audit report;
 - f. PROVIDER engages in unlawful discrimination;
 - g. PROVIDER fails to take timely corrective action in response to written notification by COUNTY;
 - h. PROVIDER is indebted to the United States Government;
 - i. PROVIDER fails to collaborate and cooperate with other TREATMENT EXTENSION ACT funded, ENDING THE HIV EPIDEMIC funded or non-funded agencies when deemed necessary to provide efficient and effective services to the HIV infected/affected population. This includes failing to attend or send an appropriate representative to HIV/AIDS related meetings scheduled by COUNTY and other agencies;

- j. PROVIDER fails to accomplish the Scope of Work or fails to meet deliverable due dates specified in this Agreement.
 - k. PROVIDER uses TREATMENT EXTENSION ACT and/or ENDING THE HIV EPIDEMIC funds for lobbying purposes or fails to submit to COUNTY "Disclosure of Lobbying Activities with Non-Federal Funds" Statement if PROVIDER engages in lobbying activities.
 - l. COUNTY reasonably deems PROVIDER's performance unsatisfactory.
27. All participating client information furnished by COUNTY to PROVIDER shall be provided via COUNTY approved management information system. PROVIDER is entitled to rely on information provided in COUNTY approved management information system to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.
28. This Contract may be immediately terminated by COUNTY in the event federal funding is reduced or eliminated and for cause as set forth herein. Upon the effective date of any termination, any and all rights and obligations of each party hereto shall be deemed at an end and canceled, except as previously accrued or vested.
29. PROVIDER shall schedule an annual financial audit with a qualified certified public accounting firm. A copy of the auditor's report, financial statements and management letter, if any, for the prior fiscal year shall be submitted to COUNTY for review along with any required corrective action plan. A copy of the Financial Audit Report must be sent to Clark County Social Service, Attn: Ryan White Grant Administrator, 1600 Pinto Lane, Las Vegas, Nevada 89106. Failure to meet this requirement may result in loss of current funding and disqualification from consideration for further COUNTY administered funding. This audit shall be made by an independent auditor in accordance with generally accepted accounting principles and title 45 Code of Federal Regulation Part 75 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards. This requirement applies equally to any and all subcontractors of PROVIDER that receive TREATMENT EXTENSION ACT and/or ENDING THE HIV EPIDEMIC funds. Any subcontracts shall be furnished to COUNTY to ensure conformance with all TREATMENT EXTENSION ACT and ENDING THE HIV EPIDEMIC requirements.
30. PROVIDER shall make appropriate corrections within two (2) months after receipt of an audit report to remedy any problems identified in the audit report. COUNTY may withhold payment for non-correction of material weaknesses identified by the audit report in addition to its right to terminate this Agreement for such non-correction.
31. If PROVIDER is unable to furnish the audit reports required above, PROVIDER shall submit to COUNTY a written request with an explanation for an extension prior to the six (6) month deadline. The request shall include a letter from the Certified Public Accounting firm engaged to perform the audit that states, at a minimum, that the firm has been engaged to perform the audit and the anticipated completion date.
32. COUNTY shall monitor the entire program under this Agreement on an ongoing basis. COUNTY shall advise PROVIDER in advance of the monitoring procedure which shall be used. All information obtained by monitors shall be kept confidential within COUNTY, except as otherwise required by federal or state statutes or regulations.

33. This Agreement may be terminated without cause by COUNTY giving written notice by personal service or Certified Mail to the PROVIDER at least thirty (30) days prior to the effective date of such termination.
34. Accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this Agreement. Records required for retention include all accounting records, including related original and supporting documents that substantiate costs charged to the award activity. Recipients of awards are required to maintain accounting records, identifiable by award number. Such records shall be maintained in accordance with the following:
 - a. Records must be retained for at least five (5) calendar years (unless otherwise stipulated) from the date that the final reports have been submitted to COUNTY.
 - b. In all cases, an overriding requirement exists to retain records until resolution of any audit questions relating to individual awards.
 - c. Current job descriptions as well as curriculum vitae, resumes, copies of certificates, licenses, and other pertinent credentials of all employees serving in positions funded under this Agreement need to be retained for a minimum of five (5) years subsequent to the expiration date of this agreement, making them available to COUNTY upon request.