

CBE NO. 606954-24

INTERLOCAL AGREEMENT FOR HIV STATUS NEUTRAL RAPID PREVENT PROGRAM

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this _____ day of _____, 2024 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and SOUTHERN NEVADA HEALTH DISTRICT, hereinafter referred to as "SNHD" for HIV STATUS NEUTRAL RAPID PREVENT PROGRAM.

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

1.0 Overview

A Status Neutral Approach to Improve HIV Prevention and Health Outcomes for Racial and Ethnic Minorities – Implementation Sites is an innovative initiative that reframes how traditional HIV services are delivered and aims to retain people in care, regardless of HIV status. People with a non-reactive HIV test will enter care through a prevention pathway that meets individualized needs for services that are comprehensive, continuous, and culturally responsive. Engaging people, particularly individuals considered high-risk, in HIV prevention will help to reduce the incidence rates of HIV.

Funds are provided by the U.S. Department of Health and Human Services, Health Resources and Services Administration, HIV/AIDS Bureau, and the Division of Metropolitan HIV/AIDS Programs. The goals of this funding are to:

- Create "one door" for both HIV prevention and treatment services.
- Address institutionalized HIV stigma by integrating HIV prevention and care rather than supporting separate systems, which can deepen the divide between people with HIV and people who can benefit from HIV prevention services.
- Enable people to know their status by making HIV testing, linkage to medical care, and testing for other medical conditions such as sexually transmitted infections (STIs) and Hepatitis C virus (HCV) more accessible and routine.

The Clark County Office of HIV, as the Ryan White HIV/AIDS Program Part A recipient, was one of four agencies selected under the funding opportunity, *A Status Neutral Approach to Improve HIV Prevention and Health Outcomes for Racial and Ethnic Minorities – Implementation Sites*. For the three-year grant period, this project will serve the entire Las Vegas Ryan White Transitional Grant Area (LVTGA), Clark County (NV), Nye County (NV), and Mohave County (AZ).

2.0 Scope of Project

COUNTY will provide Federal funds to SNHD to support the cost of operating services to help individuals living with HIV through Rapid PREVENT – Prevention Engagement for Virus Eradication through Neutral Treatment (PROGRAM). Federal funds are provided by U.S. Department of Health and Human Services (DHHS) and Health Resources and Services Administration (HRSA) through the Division of Metropolitan HIV/AIDS Programs. Funds for the program are contingent upon receipt of grant funds awarded by HRSA to Clark County Social Service through the Minority HIV/AIDS Fund, number, U1SHA50036.

The HIV test will be the entry into care, and depending on the test results, an individual will enter one of two pathways: prevention or treatment. The established Rapid stART program will provide treatment services for people who have a reactive test. The Rapid PREVENT will provide prevention services and tools for people who have a non-reactive test. Together, this two-pathway approach will reduce the incidence of new HIV infections and will achieve better health outcomes in the LVTGA.

There are two Rapid PREVENT goals:

1. Connect HIV negative individuals to preventative healthcare services to stop the spread of HIV and reduce the incidence rate.
2. Maintain HIV negative status by offering health education and risk reduction for priority sub-populations and individuals at higher risk of HIV infection.

Status neutral services are inclusive and whole-person-first, meaning prevention services are comprehensive in its support of a person's overall health. Services have no endpoint and are continuous in engaging the individual in care. Rapid PREVENT will provide non-medical case management and linkage to care. Rapid PREVENT's services include:

- Health Education – Client self-advocacy, access, sexual health, harm reduction strategies, support groups, etc.
- Health Tools – Condoms (and /or) syringe services (not covered with this funding)
- Barrier-busting services – navigation of system, transportation, scheduling appointment, insurance coverage, linguistic services, transportation, etc.
- Prevention Services -risk reduction services, STI testing, Pre-exposure prophylaxis (PrEP), and counseling
- Outside Referrals – housing, legal, employment, financial, vocational, transportation, social, and spiritual

3.0 Definitions

AIDS (Acquired Immune Deficiency Syndrome) 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). (In someone with a healthy immune system, CD4 counts are between 500 and 1,600 cells/mm³) or they develop one or more opportunistic infections regardless of their CD4 count.

HIV (*human immunodeficiency virus*) 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.

JSI was chosen by HRSA as the Evaluation & Technical Assistance Provider for all Status Neutral Implementation Sites.

Rapid stART refers to starting a patient on HIV antiretroviral therapy (ART) treatment as soon as possible after the diagnosis of HIV infection, preferably on the first clinic visit (and even on the same day the HIV diagnosis is made). Rapid stART may serve to decrease time to viral suppression by removing obstacles to care; support equitable access to treatment; and reduce new HIV infections.

Rapid PREVENT– Prevention Engagement for Virus Eradication through Neutral Treatment (Rapid PREVENT) approach is prevention pathway that operates parallel to the Rapid start program and engages individuals who receive a non-reactive HIV test result. Rapid PREVENT aims to connect these individuals to preventative healthcare services, including pre-exposure prophylaxis, or PrEP, health education and risk reduction to reduce new HIV infections.

Pre-exposure prophylaxis, commonly referred to as PrEP, is a medicine taken to prevent contracting HIV. PrEP is highly effective when taken as prescribed and is a preventative tool, particularly for priority populations at increased risk for HIV infection.

Note: In this document, “client” and “patient” are used interchangeably; *Project staff* specifically refers to the Rapid PREVENT (PROGRAM) team and *Ryan White Program care team/staff* refers to the Ryan White care and surveillance team, which includes the Rapid PREVENT (PROGRAM) staff.

4.0 Target Population

Rapid PREVENT will focus services on three sub-populations:

1. Hispanic individuals,
2. Black individuals, and
3. Men who have sex with men (MSM).

In alignment with a syndemic framework, the following groups have further identified for Rapid PREVENT services due to their multiple risk factors for HIV:

- Other racial and ethnic minorities,
- Transgender individuals,
- Young people under 30 years of age, and
- People who use substances.

5.0 Services

The purpose of this section is to provide a description of the services SNHD is responsible to deliver. SNHD shall:

1. Respond to any internal and external referrals for Rapid PREVENT services.
2. Utilize best practices and Rapid stART as a guide in developing and implementing a process of same-day referral to a prescribing health care provider on the same day as the HIV test results.
3. Provide each Rapid PREVENT client with culturally and linguistically appropriate individual and/or group health education/risk reduction services, delivered by trained personnel, to help patients: a) understand and self-manage their health; b) orient them to HIV prevention services and resources in the community; and c) any other topics that will help engage and retain clients in preventative care.
4. In collaboration with other SNHD Health Education programs, educate area medical providers and community partners on Rapid PREVENT and related resources.

5. Assess patient needs, develop a care plan and link patients to community resources based on their preference and care needs.
6. Document all services and referrals provided to Rapid PREVENT in client databases, data collection tools and project management tools selected by HRSA and/or JSI.

Additionally, SNHD shall:

- Actively promote, support and integrate inclusion of client preferences as an essential priority of the PROGRAM. Client-specific factors may include client readiness for initiation of care and/or other special circumstances.
- Continue to tap into its established network of internal and external providers and partners to address clients' holistic needs for medical and supportive services and to decrease barriers to preventative care, including:
 - Internal stakeholders - prescribing providers, Medical Assistants, the pharmacy team, Primary Care, Sexual Health Clinic, Tuberculosis, and Refugee and other clinics and programs within the Clinical Services Division.
 - External partners – HIV/STI prevention programs, community-based organizations, and other resources that aid people with high-risk for HIV and syndemic conditions and high needs to address social determinants of health.

6.0 Responsibilities of SNHD

The purpose of this section is to provide a description of how SNHD 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.

Program Administration & Development - SNHD shall:

- Ensure the PROGRAM is operated in accordance with:
 - Applicable Nevada Revised Statutes and Nevada Administrative Code,
 - Conditions of Award (COA) set forth by HRSA,
 - Terms and conditions set forth by HRSA in the applicable Notice of Funding Opportunity (NOFO) and corresponding application, work plan and budget,
 - Applicable Service Standards and Policies and Procedures of the Las Vegas Transitional Grant Area,
 - All other applicable federal, state, and local regulations.
- Ensure that SNHD, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- Actively engage in technical assistance sessions with COUNTY, Collaborative Research, Pacific AETC-Nevada and/or JSI.
- Ensure, to the maximum extent practicable, that people with lived experience from priority populations, through employment, provision of volunteer services, and providing supportive services for the PROGRAM.
- Employ management, staff, and volunteers 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.
- Ensure all appropriate staff is trained in relevant best practices and the following topics: cultural humility, social determinants of health, medical mistrust, motivational interviewing, trauma-informed care, client-centered best practices, and Sexual Orientation, Gender Identity and Expression (SOGIE).
- Ensure staff serving in the capacity of Community Health Workers are certified by the Nevada Certification Board.

- Ensure all appropriate staff is trained in the use of client databases, data collection tools and project management tools selected for the Status Neutral Implementation Sites by HRSA and/or JSI.
- Ensure staff utilize selected client databases, data collection tools and project management tools as directed by COUNTY, HRSA and/or JSI.
- Ensure that incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.
- In collaboration with Collaborative Research, Pacific AETC-Nevada and COUNTY, develop PROGRAM tailored strategies and interventions for target populations in consult with these affected communities.
- Cultivate partnerships with community-based organizations, healthcare providers, and advocacy groups to educate and bring awareness of the PROGRAM to ensure its successful implementation.
- In collaboration with COUNTY, develop additional policies, procedures, and services standards for the PROGRAM, including but not limited to, eligibility criteria, admissions, discharge, and other referral protocols.
- Provide PrEP navigation and non-medical case management through use of three Care Coordinators to clients of the PROGRAM and develop and maintain a community resource list that contains resources and services for syndemic concerns of HIV.

Data, Reporting and Quality Assurance - SNHD shall:

- Develop and implement a quality assurance plan to facilitate client feedback on quality of services, which must include at least one of the following: client satisfaction surveys during and at the completion of service delivery; development of a client advisory council which has the ability to meet on a regular basis to discuss service delivery issues; and/or regularly scheduled opportunities to meet with agency leadership to discuss programs. SNHD will submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly when submitting quarterly reports.
- Submit quarterly reports to COUNTY describing: 1) the PROGRAM'S progress toward accomplishing Rapid PREVENT activities; 2) data and analysis related to performance outcomes established in this Scope of Work; and 3) data and analysis related to patient feedback obtained during the quarter.

Fiscal - SNHD shall:

- 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 appropriately for the 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 SNHD no longer operates in Nevada, it shall be required to deliver a copy of all records relating to this Scope of Work with COUNTY to be retained by COUNTY and SNHD.

COUNTY will evaluate SNHD'S performance under this Scope of Work on a regular basis. Such evaluation may include assessing SNHD'S compliance with the Scope of Work and performance outcomes and may occur monthly, quarterly, semi-annually, and/or annually.

7.0 Performance Outcomes

SNHD is expected to comply with the performance outcomes, goals, objectives, activities, and timeline in the approved HRSA award and work plan.

8.0 References

- [CDC HIV Basics](#)
- [CDC HIV Prevention](#)
- [CDC Issue Brief: Status Neutral HIV Care and Service Delivery](#)
- [CDC Status Neutral HIV Prevention and Care](#)
- [Las Vegas TGA, Ryan White Service Standards and Policies & Procedures](#)
- [HRSA Notice of Funding Opportunity](#)

ARTICLE II: TERM OF AGREEMENT

The initial term of AGREEMENT shall be from date of award through August 31, 2024, with the option to renew for 2, one-year period(s).

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving thirty (30) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY or SNHD to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY will reimburse SNHD for goods and/or services provided as outlined in Article I - Scope of Work.

Remuneration will remain on a reimbursement basis unless specifically waived by COUNTY. Reimbursement will be paid after eligible expenses have been incurred and expended in conformance with Article I - Scope of Work.

The table below reflects the budget that corresponds to Article I - Scope of Work.

| Budget | |
|--|------------------|
| SNHD Rapid PREVENT Date of Award - 8/31/2024 | \$275,000 |
| SNHD Rapid PREVENT 9/1/2024 - 8/31/2025 | \$325,000 |
| SNHD Rapid PREVENT 9/1/2025 - 8/31/2026 | \$325,000 |
| TOTAL | \$925,000 |

COUNTY rejects an invoice as incomplete, SNHD will be notified within thirty (30) calendar days of receipt and SNHD will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted via email as follows: CCHIVFiscal@ClarkCountyNV.gov

SNHD must notify COUNTY in writing of any changes to SNHD'S remit payment address or other pertinent information that may affect issuance of payment and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and SNHD relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

AGREEMENT is entered into to secure the services of SNHD. Services specified in this AGREEMENT shall not be subcontracted by SNHD without the written consent of COUNTY.

ARTICLE VII: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties and executed with the same formality as attending this original.

ARTICLE VIII: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

| | | |
|------------|--|---|
| To COUNTY: | Attention: Heather Shoop Clark County Social Service – Office of HIV 1600 Pinto Lane Las Vegas, Nevada 89106 | |
| To SNHD: | Attention: LourdesYapjoco Southern Nevada Health District Primary & Preventive Care Division 280 S. Decatur Blvd Las Vegas, Nevada 89107 | and to: Contract Administrator, Legal Dept. Southern Nevada Health District 280 S. Decatur Blvd Las Vegas, Nevada 89107 |

ARTICLE IX: POLICIES AND PROCEDURES

SNHD agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and SNHD.

ARTICLE X: INSURANCE

SNHD, at its own expense, agrees to obtain and maintain in full force and effect during the term of this AGREEMENT, insurance in commercially reasonable amounts calculated to protect itself and the COUNTY from any and all claims of any kind of nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this AGREEMENT. Such insurance shall include medical malpractice coverage on SNHD's employees and officers as applicable.

ARTICLE XI: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature or declared null and void by any court of competent jurisdiction or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

ARTICLE XII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

ARTICLE XIII: SUSPENSION AND TERMINATION

Suspension. COUNTY may suspend performance by SNHD under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to SNHD. SNHD shall not perform further work under this AGREEMENT as of the effective date of suspension. SNHD may not resume performance, unless and until, COUNTY issues written notice to resume performance.

Termination for Convenience. Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto thirty (30) calendar day's written notice of intent to terminate.

Termination for Cause. This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations 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 SNHD'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within SNHD'S control. If after termination for cause it is determined that SNHD has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

Process. The rights and remedies of COUNTY and SNHD provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by SNHD of a suspension or termination notice, or delivery by SNHD of a termination notice, SNHD shall promptly discontinue all services affected (unless COUNTY'S notice directs otherwise) and deliver or otherwise make available to COUNTY, copies of all deliverables completed pursuant to the schedule set forth in Exhibit A, Scope of Work.
2. In the event this AGREEMENT is terminated by SNHD, SNHD acknowledges that its termination may affect COUNTY'S consideration of SNHD for future projects.
3. In the event of termination of this AGREEMENT, SNHD is eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. COUNTY will pay SNHD for work performed up to and including the date on which SNHD discontinued or should have discontinued all services as determined by paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed services or other work. Any payment due to SNHD may be adjusted to the extent COUNTY incurs additional costs by reason of SNHD'S default. The final invoice for all work completed as of the date of termination, shall be received by COUNTY within sixty (60) calendar days after date of termination.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by contract with another party or otherwise.

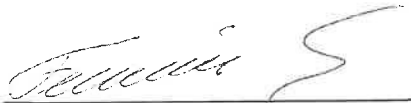
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IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

COUNTY OF CLARK:

SOUTHERN NEVADA HEALTH DISTRICT:


BY: _____
TICK SEGERBLOM, CHAIR
Clark County Commissioners

BY: 
FERMIN LEGUEN, MD, MPH
District Health Officer

ATTEST:

APPROVED AS TO FORM:

BY: _____
LYNN MARIE GOYA
County Clerk

BY: 
HEATHER ANDERSON-FINTAK, ESQ.
General Counsel
Southern Nevada Health District

Approved as to form:
Steven Wolfson, District Attorney

BY: 
Jason Patchett (Mar 13, 2024 10:27 PDT)
JASON B. PATCHETT
Deputy District Attorney