

CBE NO. 606812-23

## INTERLOCAL AGREEMENT FOR RYAN WHITE PART A JURISDICTIONAL CLINICAL QUALITY MANAGEMENT

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 RYAN WHITE PART A JURISDICTIONAL CLINICAL QUALITY MANAGEMENT.

### 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**

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.

#### **2.0 Scope of Project**

COUNTY will provide Federal funds to SNHD to support the cost of providing Clinical Quality Management (CQM) services for the Clark County area, in alignment with this scope of work and HRSA Policy Clarification Notice 15-02. Work completed will support the Las Vegas TGA's Clinical Quality Management Plan and related quality improvement projects.

Federal funds are provided by U.S. Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA). Funds for program years March 1, 2023 through February 29, 2024 and March 1, 2024 through February 28, 2025 are contingent upon receipt of grant funds awarded by HRSA to Clark County Social Service through the HIV Emergency Relief Project Grants award, number H89HA06900.

#### **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/mm<sup>3</sup>) 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/mm<sup>3</sup>).

**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.

**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.

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

**Recipient** (formerly referred to as the grantee) refers to 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 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.

#### **4.0 Deliverables**

The SNHD shall be responsible for completing the following:

1. Attendance and active participation in all Las Vegas TGA Clinical Quality Management meetings, lab data days and other CQM meetings and activities.
2. Deidentified client-level data report including all people in Clark County newly diagnosed with HIV/AIDS during calendar years 2021, 2022, 2023 and 2024:
  - o Reports shall be due to COUNTY by November 30, 2023, February 29, 2024, May 31, 2024, August 31, 2024, November 30, 2024, and February 28, 2025, in MS Excel, CSV or similar format to ensure COUNTY is able to sort and analyze data.
  - o Report shall be utilized by COUNTY to inform current quality improvement projects to:
    - Analyze characteristics of people with HIV diagnosed:
      - Between January 1, 2021 and December 31, 2022 (for report due in November 2023).
      - Between January 1, 2021 and December 31, 2023 (for report due in February 2024).
      - Between January 1, 2021 and March 31, 2024 (for report due in May 2024).
      - Between January 1, 2021 and June 30, 2024 (for report due in August 2024).
      - Between January 1, 2021 and September 30, 2024 (for report due in November 2024).
      - Between January 1, 2021 and December 31, 2024 (for report due in February 2025).

- Determine whether people are in- or out-of-care and develop strategies to bring people back into care quickly.
  - Identify gaps in service provision, especially within the Medical Case Management service category.
  - Inform targeted short- and long-term interventions to improve retention in care and health outcomes of people with HIV.
  - Determine effectiveness of interventions implemented as part of the quality improvement projects.
- Report shall include the following variables, at minimum:
  - Date of diagnosis
  - Location of diagnosis
  - Care status (in care or not in care)
  - Gender
  - Race
  - Ethnicity
  - Most recent viral load date
  - Most recent viral load result
  - Age at diagnosis
  - Education level
  - Employment status
  - Residence zip code
  - Housing status
  - Sexual orientation
  - Transmission or Exposure category
  - Other variables that SNHD could provide and deemed relevant by COUNTY or SNHD to better understand the needs and characteristics of individuals with HIV.

Note: CQM activities do not include development of Service Standards; chart audits/reviews; monitoring site visits, if not to assess or monitor the CQM Program; extracting data for reporting to internal and external stakeholders (i.e. Ryan White Services Report (RSR); or electronic health records interface with other providers). These activities are considered administrative in nature and cannot be supported with CQM funds.

Allowable CQM activities DO include performance measurement prioritization and alignment with other RWHAP Parts in the service area; data extraction for clinical quality management purposes (collect, aggregate, analyze, and report on measurement data); monitoring site visits, if to assess or monitor the CQM Program; and CQM committee for planning for quality improvement projects. Data collected as part of administrative/quality assurance processes should feed back into the CQM program to ensure improvement in patient care, health outcomes, and patient satisfaction.

## 5.0 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.

### 1. *Program Administration, Development and Operations* - SNHD shall:

- Ensure that, at minimum, the following personnel participate in Provider Orientation and subsequent refreshers provided by 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.
  - 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 Nevada Revised Statutes and Nevada Administrative Code.
  - 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.
- Employ personnel with sufficient technical knowledge, skill, and expertise necessary to complete the deliverables described in this scope of work.
- 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 364312) 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.
- 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 COUNTY as needed.

**2. Fiscal - SNHD shall:**

- Submit to COUNTY'S authorized representative a monthly Request for Reimbursement by the 15<sup>th</sup> 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 SNHD 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 COUNTY to be retained by COUNTY and SNHD.

## 6.0 References

- **HRSA Ryan White HIV/AIDS Program**  
<https://hab.hrsa.gov/>
- **Las Vegas TGA, Ryan White Service Standards and Policies & Procedures**  
<https://lasvegastga.com/standards/>  
<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](https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/ServiceCategoryPCN_16-02Final.pdf)

## 7.0 Attribution

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 \$7,225,692.00 with 0% percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS, or the U.S. Government. For more information, please visit [HRSA.gov](https://hab.hrsa.gov).

### **ARTICLE II: TERM OF AGREEMENT**

The initial term of AGREEMENT shall be from March 1, 2023 through February 28, 2025.

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 30<sup>th</sup> 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 30<sup>th</sup> 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.

Description	Total
Jurisdictional Clinical Quality Management March 1, 2023 – February 28, 2025	\$70,000.00
<b>Not to exceed total amount:</b>	<b>\$70,000.00</b>

If 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 at: as follows: [CCHIVFiscal@ClarkCountyNV.gov](mailto: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

#### **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: Contract Administrator, Legal Dep  
Southern Nevada Health District  
280 S. Decatur Blvd  
Las Vegas, Nevada 89107t

With a copy to:  
Attention: Lei Zhang  
Southern Nevada Health District  
Office of Informatics and Epidemiology  
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 Article I - 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  
Jason Patchett (Jan 31, 2024 16:42 PST)  
JASON B. PATCHETT  
Deputy District Attorney