



CBE NO. 607185-24

**INTERLOCAL AGREEMENT FOR PACIFIC AIDS EDUCATION  
& TRAINING CENTER - NEVADA HIV STATUS NEUTRAL  
RAPID PREVENT PROGRAM**

**togetherforbetter**

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 BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION on behalf of UNIVERSITY OF NEVADA, RENO, hereinafter referred to as "UNR" for PACIFIC AIDS EDUCATION & TRAINING CENTER – NEVADA, 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 whose HIV test is non-reactive 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 the Pacific AIDS Education and Training Center – Nevada (located at the University of Nevada, Reno School of Medicine) to support the cost of services to help train partner staff, including Southern Nevada Health District (SNHD), who support 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 program year, are contingent upon receipt of grant funds awarded by HRSA to Clark County Social Service through the Minority HIV/AIDS Fund, number, U1SHA50036.

UNR shall coordinate and conduct ongoing health professional training education in cultural humility, social determinants of health, medical mistrust, motivational interviewing, trauma-informed care, client-centered practices, sexual orientation and gender identity and expression.

There are two Rapid PREVENT program 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.

## 3.0 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.

UNR shall provide professional trainings and capacity building services to clinicians, HIV care team members, clinics and medical facilities who support Rapid PREVENT and provide services to these target populations.

## 4.0 Services

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

1. Coordinate and conduct ongoing health professional training education for Rapid PREVENT staff at SNHD and other relevant stakeholders in cultural humility, social determinants of health, medical mistrust, motivational interviewing, trauma-informed care, client-centered practices, sexual orientation and gender identity and expression.
2. Make recommendations for the inclusion of other in-person and web-based trainings based on observations of participants and the education needs reported on evaluations.
3. Respond to training and professional development requests and capacity building opportunities for Rapid PREVENT partners.

4. In collaboration with other SNHD health education programs, educate area medical providers and community partners on Rapid PREVENT and related resources.
5. Provide copies of training flyers, agendas, attendance/sign-in sheets, and evaluation records to SNHD Rapid PREVENT leadership and COUNTY.

## 5.0 Responsibilities of UNR

The purpose of this section is to provide a description of how UNR 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 - UNR 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 UNR, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- 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.
- Actively engage in technical assistance sessions with COUNTY, Collaborative Research, Pacific AETC-Nevada and/or JSI.
- 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.

### Fiscal - UNR shall:

- Allocate no more than 10% of the funds awarded through this AGREEMENT to indirect or administrative costs.
- Submit to COUNTY'S authorized representative a monthly Request for Reimbursement by the 30<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 AGREEMENT 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 AGREEMENT, 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 AGREEMENT 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 UNR no longer operates in Nevada, it shall be required to deliver a copy of all records relating to this AGREEMENT with the COUNTY to be retained by COUNTY and UNR.

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

**6.0 Performance Outcomes**

UNR is expected to comply with the goals, objectives, activities, and timeline in the approved HRSA award.

Performance Outcomes expected between date of final signature and 8/31/2025:

- Continued implementation of comprehensive training plan for SNHD staff and leadership involved in the delivery and/or oversight of Rapid PREVENT services.
- Coordination and delivery of at least six trainings identified in the comprehensive training plan that targets clinicians, HIV team members, clinicians, and healthcare facilitates involved in Rapid PREVENT.
- Coordination and delivery of at least two educational session for medical providers on PrEP, PEP, Rapid PREVENT services, and other related resources.
- Flyers, learning objectives, agendas, sign-in sheets, and post-tests for all trainings and educational sessions delivered.

Performance Outcomes expected between 9/1/25 and 8/31/2026:

- Continued implementation of comprehensive training plan for SNHD staff and leadership involved in the delivery and/or oversight of Rapid PREVENT services.
- Coordination and delivery of at least two trainings identified in the comprehensive training plan that targets clinicians, HIV team members, clinicians, and healthcare facilitates involved in Rapid PREVENT.
- Coordination and delivery of at least one educational session for medical providers on PrEP, PEP, Rapid PREVENT services, and other related resources.
- Flyers, learning objectives, agendas, sign-in sheets, and post-tests for all trainings and educational sessions delivered.

**7.0 Budget**

The table below reflects a budget that corresponds to the scope of work.

<b>Budget</b>	
PAETC Rapid PREVENT date of final signature - 8/31/2025	\$85,000.00
PAETC Rapid PREVENT 9/1/2025 - 8/31/2026	\$25,000.00
<b>Total</b>	<b>\$110,000.00</b>

**8.0 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/mm<sup>3</sup>). (In someone with a healthy immune system, CD4 counts are between 500 and 1,600 cells/mm<sup>3</sup>) 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.

## 9.0 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 final signature through August 31, 2025, with the option to extend for 1, one-year option(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 30<sup>th</sup> of the current fiscal year. Termination due to the failure of COUNTY or UNR 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 UNR for goods and/or services provided as outlined in Article I - Scope of Work. All monthly operational expenses must be accompanied by invoices that include a breakdown of all cost and will be verified by COUNTY.

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

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

Invoices shall be submitted via email at [CCHIVFiscal@ClarkCountyNV.gov](mailto:CCHIVFiscal@ClarkCountyNV.gov)

UNR must notify COUNTY in writing of any changes to UNR 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 UNR 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 UNR. Services specified in this AGREEMENT shall not be subcontracted by UNR 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  
Email: Heather.Shoop@ClarkCountyNV.gov

To UNR:                        Attention: Jennifer Bennett  
Office of Statewide Initiatives, UNR Med  
604 W. Moana Lane  
Reno, Nevada 89509  
Email: [jbennett@med.unr.edu](mailto:jbennett@med.unr.edu)

**ARTICLE IX: POLICIES AND PROCEDURES**

UNR 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 UNR.

**ARTICLE X: INSURANCE**

UNR agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

**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.

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

COUNTY OF CLARK:

BY: \_\_\_\_\_  
TICK SEGERBLOM, CHAIR  
Clark County Commissioners

\_\_\_\_\_  
DATE

BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER  
EDUCATION on behalf of UNIVERSITY OF NEVADA,  
RENO:

BY: Thomas Landis  
TOM LANDIS  
Associate Director, Sponsored Projects

ATTEST:

BY: \_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: Sarah Schaerrer  
Sarah Schaerrer (Sep 11, 2024 14:53 PDT)  
SARAH SCHAERRER  
Deputy District Attorn

Sep 11, 2024

\_\_\_\_\_  
DATE