

## **RFQ NO. 606010-21**

### **INTERLOCAL AGREEMENT**

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and NYE COUNTY hereinafter referred to as "AGENCY" for Core Medical & Support Services for HIV/AIDS Infected & Affected Clients.

#### **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;

WHEREAS AGENCY 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 AGREEMENT;

WHEREAS AGENCY has the personnel and resources necessary to accomplish the services as described in Article I, Scope of Work and;

WHEREAS AGENCY and COUNTY stipulate that total payment for services performed under this AGREEMENT by AGENCY 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, the parties mutually agree as follows:

#### **ARTICLE I: SCOPE OF WORK**

AGREEMENT sets forth the following scope of work for conceptual treatment of project work plan categories, 5.1.8 Medical Case Management (MCM), including Treatment Adherence Services, 5.2.1 Emergency Financial Assistance (EFA), 5.2.2 Food Bank/Home-Delivered Meals (FB/HDM), and 5.2.4 Medical Transportation (MT):

##### **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

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.

## 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.

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/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>).

**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.

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**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.<sup>10</sup> Recipients are expected to implement quality improvement activities using a defined approach or methodology (e.g., model for improvement<sup>11</sup>, Lean<sup>12</sup>). 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. AGENCY 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 AGENCY 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."

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/>.

## **5.1 Core Medical Service Categories:**

### **5.1.8 Medical Case Management, including Treatment Adherence Services (MCM)**

*Description:* Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Activities may be prescribed by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication). Key activities include:

- Initial assessment of service needs;
- Development of a comprehensive, individualized care plan;
- Timely and coordinated access and linkage to medically appropriate levels of health and support services and continuity of care;
- Continuous client monitoring to assess the efficacy of the care plan;
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary;
- Ongoing assessment of the client's and other key family members' needs and personal support systems;
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments;

Client-specific advocacy and/or review of utilization of services.

In addition to providing the medically-oriented services above, MCM may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through health insurance marketplaces/exchanges).

## **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.

### **5.2.2 Food Bank/Home Delivered Meals (FB/HDM)**

*Description:* Food Bank/Home Delivered Meals refers to the provision of actual food items, hot meals, or a voucher program to purchase food. This also includes the provision of essential non-food items that are limited to the following:

- Personal hygiene products
- Household cleaning supplies
- Water filtration/purification systems in communities where issues of water safety exist

Unallowable costs include household appliances, pet foods, and other non-essential products. Nutritional services and nutritional supplements provided by a registered dietitian are considered a core medical service provided under Medical Nutrition Therapy service category.

#### **5.2.4 Medical Transportation (MT)**

*Description:* Medical Transportation is the provision of nonemergency transportation services that enables an eligible client to access or be retained in core medical and support services. Medical transportation may be provided through:

- Contracts with providers of transportation services
- Mileage reimbursement (through a non-cash system) that enables clients to travel to needed medical or other support services, but should not in any case exceed the established rates for federal programs
- Purchase or lease of organizational vehicles for client transportation programs, provided the COUNTY receives prior approval from HRSA for the purchase of a vehicle.
- Voucher or token systems

Unallowable costs include:

- Direct cash payments or cash reimbursements to clients
- Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle
- Any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees

AGENCY that utilize a COUNTY-owned vehicle shall report mileage to the COUNTY monthly and shall also be responsible for fuel, maintenance, registration, and insurance.

#### **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 cobranded 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.

AGENCY 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 AGENCY**

The purpose of this section is to provide a description of how the AGENCY 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 AGENCY shall:**

- Ensure that, at minimum, the following personnel participate in AGENCY 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 AGENCY;
  - All other applicable federal, state and local regulations.
- Ensure that the AGENCY, 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, AGENCY'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 HIPAA 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 AGENCY'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:
    - HIPAA 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 AGENCY 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 AGENCY 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 AGENCY'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 AGENCY'S performance under this AGREEMENT on a regular basis. Such evaluation shall include assessing the AGENCY'S compliance with applicable federal, state and local regulations and statutes; all AGREEMENT 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. AGENCY 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. AGENCY 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 AGENCY will:

- 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 AGENCY 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 AGENCY.
- 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, AGENCY 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 AGENCY 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. AGENCY is required to provide:
  - Program Income Expected Budget: AGENCY shall submit this to the COUNTY when Annual Budgets are due. This is an estimate only, of the sources and amounts that AGENCY may receive.
  - Program Income Quarterly Report: AGENCY 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: AGENCY 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 AGREEMENTs for AGENCY funded to provide these services that meet this criterion.

**5.1.8 AGENCY shall provide Medical Case Management**, as defined by HRSA in section 5.1.8 of this scope of work:

**AGENCY** shall render services in accordance with the following requirements:

- A minimum of **39** unduplicated clients shall receive **Medical Case Management** services during the award period.
- A minimum of **45** service units shall be provided each month during the award period in **Medical Case Management**.
- **AGENCY** shall serve women, infants, children and youth (WICY) and document client numbers and funds spent for the mandated WICY report. **AGENCY** shall report to **COUNTY** the WICY population served upon request.
- **AGENCY** shall submit a quarterly report detailing services provided and narrative of program. Report shall be submitted on an approved CCSS form.

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

| Program Goals – Medical Case Management             | 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 |
| Assigned to Case Manager                            | Percentage of clients who were assigned to a Case Manager upon intake.   | 100%              | CAREWare/Chart Review  |
| 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  |

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

**AGENCY** shall render services in accordance with the following requirements:

- A minimum of **5** unduplicated clients shall receive **Emergency Financial Assistance** services during the award period.
- A minimum of **2** service units shall be provided each month during the award period in **Emergency Financial Assistance**.
- **AGENCY** shall serve women, infants, children and youth (WICY) and document client numbers and funds spent for the mandated WICY report. **AGENCY** shall report to **COUNTY** the WICY population served upon request.
- **AGENCY** shall submit a quarterly report detailing services provided and narrative of program. Report shall be submitted on an approved CCSS form.

**AGENCY** 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  |

**AGENCY shall provide Food Bank/Home Delivered Meals**, as defined by HRSA in section 5.2.2 of this scope of work

**AGENCY** shall render services in accordance with the following requirements:

- A minimum of **39** unduplicated clients shall receive **Food Bank/Home Delivered Meals** services during the award period.
- A minimum of **300** service units shall be provided each month during the award period in **Food Bank/Home Delivered Meals**.
- **AGENCY** shall serve women, infants, children and youth (WICY) and document client numbers and funds spent for the mandated WICY report. **AGENCY** shall report to **COUNTY** the WICY population served upon request.
- **AGENCY** shall submit a quarterly report detailing services provided and narrative of program. Report shall be submitted on an approved CCSS form.

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

| <b>Program Goals – Food Bank/Home Delivered Meals</b> | <b>Performance Measure</b>   | <b>Target Percentage</b> | <b>Source</b>  |
|---|--|--------------------------|--|
| 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  |

**AGENCY shall provide Medical Transportation**, as defined by HRSA in section 5.2.4 of this scope of work.

**AGENCY** shall render services in accordance with the following requirements:

- A minimum of **30** unduplicated clients shall receive **Medical Transportation** services during the award period.
- A minimum of **40** service units shall be provided each month during the award period in **Medical Transportation** services.
- **AGENCY** shall serve women, infants, children and youth (WICY) and document client numbers and funds spent for the mandated WICY report. **AGENCY** shall report to **COUNTY** the WICY population served upon request.
- **AGENCY** shall submit a quarterly report detailing services provided and narrative of program. Report shall be submitted on an approved CCSS form.

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

| Program Goals – Medical Transportation Services     | 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-notice-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](https://hab.hrsa.gov/sites/default/files/hab/program-grants-management/ServiceCategoryPCN_16-02Final.pdf)

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

The initial term of AGREEMENT shall be from October 1, 2022 through February 28, 2023, with the option to extend for 2 one-year option(s).

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) 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 AGENCY 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 agrees to pay AGENCY for services provided as outlined in Article I, 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. AGENCY may draw down advance program money one time at the commencement of the annual project per AGREEMENT 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 AGENCY'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.

AGENCY may be entitled to periodic payments for work completed, and for other approved direct costs incurred as defined in ARTICLE I, Scope of Work.

If COUNTY rejects a reimbursement request as incomplete, AGENCY will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) days to correct the reimbursement request and resubmit.

Reimbursement requests shall be submitted as follows: [CCHIVFiscal@clarkcountynv.gov](mailto:CCHIVFiscal@clarkcountynv.gov)

AGENCY must notify COUNTY in writing of any changes to AGENCY'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 reimbursement requests and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Reimbursement may be withheld until all proper documentation 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 AGENCY 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 AGENCY. Services specified in this AGREEMENT shall not be subcontracted by AGENCY 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  
1600 Pinto Lane,  
Las Vegas, NV 89106

To AGENCY: Attention: Karyn Smith  
1981 E. Calvada Blvd N Suite 120  
Pahrump, NV 89048

AGENCY contact information for AGREEMENT: Karyn Smith, Human Services Director, phone 775-751-7096, email [ksmith@co.nye.nv.us](mailto:ksmith@co.nye.nv.us).

#### **ARTICLE IX: POLICIES AND PROCEDURES**

AGENCY 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 AGENCY.

#### **ARTICLE X: INSURANCE**

AGENCY 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.

#### **EXHIBITS**

Exhibit A Scope of Work— Replaced with Article I, herein.  
Exhibit B Insurance Requirements Sample Form - Intentionally omitted.  
Exhibit C Subcontractor Information Form— Intentionally omitted.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby. This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original.

COUNTY OF CLARK:

BY: \_\_\_\_\_  
JAMES B. GIBSON, CHAIR  
Clark County Commissioners

NYE COUNTY:

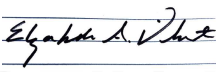
BY: \_\_\_\_\_  
BOARD OF COUNTY COMMISSIONER  
CHAIRPERSON

ATTEST:

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

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY:  \_\_\_\_\_  
ELIZABETH A. VIBERT  
Deputy District Attorney



**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 AGENCY'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 AGENCY 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.

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

AGENCY shall submit quarterly grievance logs to CCSS staff for monitoring. The grievance log from each AGENCY 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, AGENCY service, or clinical care. AGENCY 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.

AGENCY 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, AGENCY shall record the Grievance in the predominant category. The Grievance Log shall be submitted electronically. Contact CCSS staff to have form sent electronically.

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

| Grievance Log for Las Vegas TGA and Ending the HIV Epidemic |         |          |          |         |  |
|---|---------|----------|----------|---------|--|
| Effective May 1, 2007                                       |         |          |          |         |  |
| AGENCY name:  |         |          | Year:    |         |  |
| Report period (circle):                                     | Mar-May | June-Aug | Sept-Nov | Dec-Feb |  |

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

[illegible]

The count of calendar days begins with the receipt date and does not include the final date of disposition. (For example, if a grievance received Thursday, January 4, 2007 and disposed of Tuesday, January 9, 2007 the number of calendar days would be five (5) days.)

EXHIBIT D

| ACCESS                                       |  | Interaction with AGENCY - COUNTY Staff |   |
|--|--|--|---|
| A1   | Difficulty contacting AGENCY                       | 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 AGENCY's office                | Quality of Service                     |   |
| A7   | Language barrier or lack of interpreter services   | Q2                                     | AGENCY office unsafe  |
| A8   | Wait time during visit too long                    | Q2                                     | AGENCY 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 AGENCY 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 AGENCY                  |  |   |
| 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 |
|---|---------------------------------|---------------------|
| <p>1. Personnel: List Position Title, Name</p> <p>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.</p> <p>RWPA Percentage, Other Percentage</p>  |                                 |                     |
|   | FTE for RWPA                    |                     |
|   | Annual Salary x RWPA %          |                     |
|   |                                 |                     |
|   |                                 |                     |
| <b>Total Personnel</b>  |                                 | \$ -                |
| <p>2. Fringe Benefits:</p>  |                                 |                     |
|   | Total Salary x Fringe Benefit % |                     |
| a. <i>List fringe benefits included (ie. Social security, health benefits etc.)</i>   |                                 |                     |
| <b>Total Fringe:</b>  |                                 | \$ -                |
| <p>3. Travel:</p>   |                                 |                     |
| 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.  |                                 | \$ -                |
| <b>Total Travel:</b>  |                                 | \$ -                |
| <p>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).</p>  |                                 |                     |
| a.  |                                 | \$ -                |
| b.  |                                 | \$ -                |
| <b>Total Equipment:</b>   |                                 | \$ -                |
| <p>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.</p> |                                 |                     |
| a.  |                                 | \$ -                |
| b.  |                                 | \$ -                |
| <b>Total Supplies:</b>  |                                 | \$ -                |
| <p>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.</p>   |                                 |                     |
| a.  |                                 |                     |
| b.  |                                 | \$ -                |
| <b>Total Contractual</b>  |                                 | \$ -                |
| <p>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.</p>  |                                 |                     |
| a.  |                                 | \$ -                |
| b.  |                                 | \$ -                |
| <b>Total Other</b>  |                                 | \$ -                |
| <b>Service Category Grand Total</b>   |                                 | \$ -                |

**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. AGENCY understands that TREATMENT EXTENSION ACT funds are to be used as dollars of last resort for each client.
3. AGENCY 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. AGENCY 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 AGENCY 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 AGENCY funding and to reallocate such funding to other Ryan White providers if it appears the full funding shall not be used by AGENCY.
- 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. AGENCY 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. AGENCY 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 AGENCY.
- 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. AGENCY 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. AGENCY 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. AGENCY shall submit to COUNTY copies of current Memoranda of Understanding with all other providers within the Continuum of Care.
- (3) AGENCY must establish a system of written procedures through which a client or their representative may present grievances about the operation of AGENCY'S services. AGENCY 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. AGENCY shall, upon request, provide advice to such persons as to the grievance procedure. Refer to Exhibit D for Grievance Reporting Structure. AGENCY shall submit resolved grievances to the Ryan White Part A Grantee staff quarterly by the 15th of the following month (see Exhibit D).
- (4) AGENCY 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 AGENCY.
- (5) AGENCY 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) AGENCY shall obtain written approval from COUNTY prior to making programmatic changes in the scope of the project.
- (7) AGENCY 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 AGENCY.
- (9) AGENCY shall ensure that client confidentiality is maintained when accessing the client services management information systems database.
- (10) AGENCY 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) AGENCY 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) AGENCY 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) AGENCY shall comply with corrective action recommendations as a result of the site review visit.

- (14) AGENCY 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) AGENCY 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) AGENCY 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 AGENCY 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) AGENCY 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) AGENCY 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) AGENCY 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) AGENCY shall participate in Technical Assistance training as needed and as identified by COUNTY and AGENCY 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) AGENCY shall supply COUNTY with a copy of any Direct Service subcontract Agreements within thirty (30) days of execution of that Agreement.
- (24) AGENCY 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) AGENCY 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, AGENCY shall supply COUNTY with a list of the Board of Directors members.
- (26) AGENCY shall make meeting minutes available, upon request, within five (5) business days of request.
- (27) AGENCY 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) AGENCY shall complete and submit to HRSA all federally mandated Program Data no later than the due dates specified by HRSA.
  - (29) AGENCY 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 AGENCY Fiscal Year.
  - (30) AGENCY of TREATMENT EXTENSION ACT services shall adhere to the HRSA Part A Program Monitoring Standards, Fiscal Monitoring Standards and Universal Monitoring Standards.
- 6. AGENCY 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. AGENCY 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. AGENCY 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. AGENCY 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 AGENCY expenditures do not comply with this condition, that portion not in compliance must be refunded to the COUNTY.
  - 9. AGENCY agrees that the expenditure of award funds in excess of approved budgeted amount, without prior written approval by the COUNTY, may result in the AGENCY refunding to the COUNTY that amount expended in excess of the approved budget.
  - 10. AGENCY 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). AGENCY shall include this non-discrimination clause in all subcontracts/agreements in connection with any service or other activity under this Agreement.
  - 11. AGENCY 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, AGENCY shall not knowingly employ unauthorized or illegal aliens in the performance of this Agreement.

13. AGENCY 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. AGENCY 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 AGENCY of every subcontractor receiving any payment in whole or in part from monies paid pursuant to this Agreement.
15. AGENCY 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. AGENCY 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. AGENCY 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 AGENCY 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. AGENCY 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. AGENCY 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. AGENCY 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. AGENCY 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 AGENCY.

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 AGENCY, 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 AGENCY's performance during the term of this Agreement. This shall include, but not be limited to, site visits, AGENCY'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 AGENCY's performance for continued funding in future grant year. This section shall survive the termination of this Agreement.
26. If AGENCY 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 AGENCY, 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. AGENCY 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. AGENCY 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. AGENCY, 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. AGENCY makes improper use of funds;
  - e. AGENCY 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. AGENCY engages in unlawful discrimination;
  - g. AGENCY fails to take timely corrective action in response to written notification by COUNTY;
  - h. AGENCY is indebted to the United States Government;
  - i. AGENCY 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. AGENCY fails to accomplish the Scope of Work or fails to meet deliverable due dates specified in this Agreement.
  - k. AGENCY 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 AGENCY engages in lobbying activities.
  - l. COUNTY reasonably deems AGENCY's performance unsatisfactory.
27. All participating client information furnished by COUNTY to AGENCY shall be provided via COUNTY approved management information system. AGENCY 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 AGENCY.
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. AGENCY 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 AGENCY 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. AGENCY 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 AGENCY is unable to furnish the audit reports required above, AGENCY 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 AGENCY 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 AGENCY 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.