

CETS #:	23636
Agency Reference #:	

AMENDMENT # 1

TO INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

Between the State of Nevada
Acting By and Through Its

Public Entity #1:	Department of Health and Human Services Division of Health Care Financing and Policy
Address:	1100 E. William St., Suite 101
City, State, Zip Code:	Carson City, NV 89701
Contact:	Timothy Ryan, Contract Manager
Phone:	(775) 684-3676 (main)
Fax:	
Email:	dhcfppcu@dhcfp.nv.gov

Public Entity #2:	Clark County for and on behalf of Clark County Fire Department
Address:	500 Grand Central Parkway
City, State, Zip Code:	Las Vegas, NV 89155
Contact:	Jessica Colvin, Chief Financial Officer
Phone:	702-455-3324
Fax:	702-379-9724
Email:	Jessica.Colvin@clarkcountynv.gov

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated July 1, 2021, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Provide a brief explanation for contract amendment.

This is the first amendment to the original contract which provides ongoing reimbursement for emergency transportation for Medicaid recipients. This amendment increases the maximum amount from \$12,700,000.00 to \$101,312,663.35 due to higher-than-expected cost settlements.

B. Current Contract Language:

7. **CONSIDERATION.** The parties agree that the services specified in ***Section 6, Incorporated Documents*** at a cost as noted below:

Total Contract Not to Exceed:	\$12,700,000.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

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C. Amended Contract Language:

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Total Contract Not to Exceed:	\$101,312,663.35
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

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IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

**CLARK COUNTY FOR AND ON THE BEHALF OF
CLARK COUNTY FIRE DEPARTMENT**

James B. Gibson, Chair Board of County Commissioners Date

Lynn Marie Goya, County Clerk Date

APPROVED AS TO FORM:



Tim Baldwin, Deputy District Attorney Date

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)**

Authorized Signature Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

On: _____
Date

Deputy Attorney General for Attorney General

EXHIBIT A

CETS #:	23636
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INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Department of Health and Human Services Division of Health Care Financing and Policy
Address:	1100 E. William St, Suite 101
City, State, Zip Code:	Carson City, NV 89706
Contact:	Lisa Tuttle, Contract Manager
Phone:	775-684-3676
Fax:	
Email:	ltuttle@dhcfp.nv.gov

Public Entity #2:	Clark County for and on behalf of Clark County Fire Department
Address:	500 Grand Central Parkway
City, State, Zip Code:	Las Vegas, NV 89155
Contact:	Jessica Colvin, Chief Financial Officer
Phone:	702-455-3324
Fax:	702-379-9724
Email:	Jessica.Colvin@clarkcountynv.gov

WHEREAS, NRS 277.180 authorizes any one or more 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; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	July 1, 2021	To:	June 30, 2025
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Total Contract Not to Exceed:	\$12,700,000.00
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**

- A. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

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- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
 11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
 12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
 13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
 14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
 15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
 17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
 18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
 19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
 20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

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21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. The parties certify, by signing this Contract, 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 Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 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 offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

**CLARK COUNTY FOR AND ON THE BEHALF OF
CLARK COUNTY FIRE DEPARTMENT**

Lynn Marie Goya 12/1/2020
Lynn Marie Goya, County Clerk Date
Marilyn K. Kirkpatrick
Marilyn K. Kirkpatrick, Chair Board of Date
County Commission

APPROVED AS TO FORM:

Lisa Logsdon 11/10/2020
Lisa Logsdon, Deputy District Attorney Date

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)**

Suzanne Bierman 01/11/2021
Suzanne Bierman (Jan 11, 2021 08:22 PST) Date
Suzanne Bierman, JD, MPH

Administrator, DHCFP
Title

for Richard Whitley, MS 1-12-21
Date

Director, DHHS
Title

Suzanne Bierman
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 3-9-2021
Date

Approved as to form by:

Homa S. Woodrum
Deputy Attorney General for Attorney General
Homa S. Woodrum, Bar # 10803

On: January 6, 2021
Date

**ATTACHMENT A
SCOPE OF WORK**

**EMERGENCY TRANSPORTATION, GROUND AMBULANCE
CERTIFIED PUBLIC EXPENDITURES**

- I. Clark County for and on behalf of Clark County Fire Department (Clark County) agrees to perform the following services or activities and to accept payment for the services as follows:
 - A. To provide emergency transportation, ground ambulance services to eligible recipients under Title XIX within Clark County, in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.
 - B. To be responsible for collecting and submitting the required information necessary to determine client eligibility for the Title XIX program.
 - C. To determine all expenditures in accordance with the Clark County State-approved Cost Allocation Plan (CAP). Elements of the CAP necessary for claiming expenditures and for reimbursement are a Centers for Medicare & Medicaid Services (CMS) approved allocation methodology, documentation of appropriate direct, indirect and shared costs and their cost centers. Cost allocation must be consistent with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance. The Clark County cannot unilaterally change the method of determining how the services will be counted or what the approved rate is once it is approved by the Division of Health Care Financing and Policy (DHCFP).
 - D. To provide a report of services and a cost report annually to DHCFP for emergency transportation, ground ambulance services in the format approved by DHCFP, which will be in an Excel format (.xls or .xlsx). Other formats may be considered for use at the discretion of DHCFP on a case by case basis. The Clark County must provide an electronic version of their claims for submission before DHCFP will consider that it has received the official version of the claims for the cost settlement process.
 - E. To provide detailed back-up to support the claims being submitted for cost settlement. The back-up data must be in accordance with the State-approved CAP for the Clark County.
 - F. To provide DHCFP the documentation to validate the rate for eligible services based upon the approved methodology, as defined in the Nevada Medicaid State Plan, Attachment 4.19-B EMERGENCY TRANSPORTATION, GROUND AMBULANCE CERTIFIED PUBLIC EXPENDITURES (CPE), before any payment for those services is made by DHCFP. The interim rate is determined based on the actual historical costs and is estimated after the end of the state fiscal year.
 - G. To pay the State's designated auditor the state share of those costs associated with the annual reconciliation and cost settlement.

- H. To bill DHCFP in a timely manner for services which are allowable based upon DHCFP defined processes for Medicaid providers. Forms not filled out completely will be subject to return to the Clark County and payment delayed or denied.
 - I. To pay back any Title XIX funds received by the Clark County in the event that an audit results in a determination that such costs were not reimbursable under the Title XIX per receipt of written notice from DHCFP of such obligation.
 - J. To provide the required state share for Federal Medicaid funds paid for eligible recipients covered under the emergency transportation, ground ambulance services. The Clark County will provide certification that all funds used as match will be appropriated or taxing authority funds that are not used as match for any other program. The certification from the Clark County will serve as acknowledgement of the costs reported and the non-federal share of those costs will be paid according to the contract.
- II. DHCFP agrees to perform the following services or activities and to provide the following payment for the Clark County services.
- A. To work with CMS, the Public Agency and its consultants as necessary to formulate plans and policies to ensure the appropriate availability of Title XIX for allowable costs and services, as defined in the Nevada Medicaid State Plan, Chapter 3.0 and Attachment 4.19-B, provided by both parties.
 - B. To provide to the Clark County necessary guidance and documentation related to the utilization of Title XIX for emergency transportation, ground ambulance and other allowable activities and services. This may include providing training related to the reimbursement for emergency transportation, ground ambulance services to the Clark County.
 - C. To approve a standard methodology for the Clark County to utilize in determining the reimbursable costs the Clark County may charge consistent with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants Guidance, and the Title XIX programs. The methodology will be based on an interim rate which is the actual rate from the preceding state fiscal year. At the end of the state fiscal year, the Clark County will have until the following December 1st to submit its year-end claims to DHCFP for reconciliation and cost settlement. If the Clark County providers interim payments exceed the actual certified costs of the provider for services to Medicaid clients, DHCFP will recoup the federal share of the overpayment. The provider must return an amount equal to the overpayment to DHCFP. If the actual certified costs exceed the interim Medicaid payments, DHCFP will pay the federal share of the difference to the provider in accordance with the final actual certification agreement.
 - D. To pay the Clark County through its Medicaid Management Information System (MMIS) for emergency transportation, ground ambulance claims submitted during the state fiscal year which is covered under the Provider Enrollment Agreement. Those expenditures and their allocation must be in accordance with the Clark County State-approved CAP. This payment will represent the federal share of the Federal Medical Assistance Percentage (FMAP) of the total allowable costs identified for emergency transportation, ground ambulance services. The FMAP is published annually pursuant to the Code of Federal Regulation (42 CFR Part 433.11 Subpart A). Correct and accurately submitted claims are generally paid within thirty (30) business days of receipt.

III. Both Parties Agree:

- A. The Clark County shall comply with the Code of Federal Regulations 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Grants Guidance. Copies of audit reports shall be sent to the DHCFF within 60 days of receipt of the completed audit report at 1100 East William Street, Suite 101, Carson City, Nevada 89701 to the attention of the Fiscal Services Unit.