AMENDMENT NUMBER 7
To The
AGREEMENT
BETWEEN
CLARK COUNTY
AND
AID FOR AIDS OF NEVADA (AFAN)

This Amendment Number 7 to the Agreement is made and entered into this _____ day of _____________, 2009, by and between Clark County, Nevada, hereinafter referred to as "COUNTY," a political subdivision of the State of Nevada, on behalf of the Clark County Department of Social Service, hereinafter referred to as "CCSS," and AID FOR AIDS OF NEVADA (AFAN), hereinafter referred to as "PROVIDER."

WHEREAS, COUNTY and PROVIDER entered into an Agreement on May 16, 2006, to provide case management, transportation, food services, housing services and nutritional services to eligible clients; and

WHEREAS, COUNTY and PROVIDER entered into Amendment Number 1 to extend the contract through February 29, 2008; and,

WHEREAS, COUNTY and PROVIDER entered into Amendment Number 2 to revise the scope of work to reflect the deletion of transportation and housing related services; and,

WHEREAS, COUNTY and PROVIDER entered into Amendment Number 3 to revise the contract language to reflect the HIV/AIDS Treatment Modernization Act of 2006 language; and,

WHEREAS, COUNTY and PROVIDER entered into Amendment Number 4 to extend the agreement through February 28, 2009; and,

WHEREAS, COUNTY and PROVIDER entered into Amendment Number 5 to revise the contract deliverable language and to increase the budget amount for the 2008 grant year; and,

WHEREAS, COUNTY and PROVIDER entered into Amendment Number 6 to revise the scope of work to reflect the addition of the Health Insurance Continuation Program and the Planning Council Fiscal Management Services and to increase the budget amount; and,

WHEREAS, Section VIII, paragraph 19, authorizes the parties to amend the Agreement upon mutual consent in writing; and

NOW, THEREFORE, for and in consideration of the premises contained herein, the parties agree to the following amendment to the Agreement, effective through May 31, 2009:

1. In Section VI, Compensation and Terms of Payment, replace paragraph 1 with the following:
COUNTY shall make available to PROVIDER a total compensation (reimbursement), not
to exceed $788,106 for services performed under this Agreement through February 28,
2009 and such compensation is conditioned upon receipt of appropriate billing
documents, as described herein. Of the $788,106, funding in the amount of $52,790 is
contingent upon the awarding of additional funds through federal award number
H89HA06900-03-01. COUNTY shall make available to PROVIDER these additional
funds, once receipt of federal funds is acknowledged and accepted by COUNTY. These
amounts shall supersede and replace any and all prior amendments and agreements.
PROVIDER may allocate no more than 10% of the contract amount for "administrative"
costs, as defined by CCSS, HRSA and applicable federal Office of Management and
Budget (OMB) Circulars.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CLARK COUNTY

By: ________________________________
    RORY REID, Chairman
    Board of County Commissioners

AID for AIDS of NEVADA (AFAN)

By: ________________________________
    JENNIFER MORSS
    Executive Director

ATTEST:

By: ________________________________
    SHIRLEY B. PARRAGUIRRE
    County Clerk

APPROVED AS TO FORM:

By: ________________________________
    ROBERT J. GOWER
    Deputy District Attorney