

<b>CETS #:</b>	<b>24053</b>
<b>Agency Reference #:</b>	<b>Spring Mountain</b>

## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

<b>Public Entity #1:</b>	<b>Department of Health and Human Services Division of Child and Family Services</b>
<b>Address:</b>	<b>4126 Technology Way, 3<sup>rd</sup> Floor</b>
<b>City, State, Zip Code:</b>	<b>Carson City, NV 89706</b>
<b>Contact:</b>	<b>Sharon Knigge</b>
<b>Phone:</b>	<b>775-684-7952</b>
<b>Fax:</b>	<b>775-684-4455</b>
<b>Email:</b>	<b><a href="mailto:contracts@dcfs.nv.gov">contracts@dcfs.nv.gov</a></b>

<b>Public Entity #2:</b>	<b>Clark County (Provider/Contractor) CBE No. 605959-21</b>
<b>Address:</b>	<b>601 North Pecos Road</b>
<b>City, State, Zip Code:</b>	<b>Las Vegas, NV 89101</b>
<b>Contact:</b>	<b>Eboni Washington</b>
<b>Phone:</b>	<b>702-455-5210</b>
<b>Email:</b>	<b><a href="mailto:eboniw@clarkcountynv.gov">eboniw@clarkcountynv.gov</a></b>

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**

<b>TERM</b>	<b>DEFINITION</b>
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 <sup>st</sup> and ending June 30 <sup>th</sup> 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, 2023
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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
ATTACHMENT B:	CONFIDENTIALITY ADDENDUM

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:

\$500,000	per	Fiscal Year
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Total Contract or installments payable at:	\$41,666.67 Monthly (final Fiscal Year payment of \$41,666.63) Upon receipt and approval of invoice(s).
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Total Contract Not to Exceed:	\$1,000,000
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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.

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- 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.
- 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.

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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.
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**

_____	Chair, Board of Clark County Commissioners
Marilyn Kirkpatrick	Title
_____	
Date	

_____	Clark County Clerk
Lynn Marie Goya	Title
_____	
Date	

**Division of Child and Family Services**

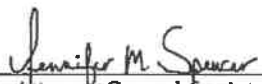
_____	Administrator, Division of Child and Family Services, Department of Health and Human Services
Ross Armstrong	Title
_____	
Date	

**APPROVED BY BOARD OF EXAMINERS**

\_\_\_\_\_  
Signature – Board of Examiners

On: \_\_\_\_\_  
Date

Approved as to form by:

  
\_\_\_\_\_  
Deputy Attorney General for Attorney General

On: 03/10/2021  
Date

## ATTACHMENT A – SCOPE OF WORK

1. Provider will provide residential living care for boys who have been adjudicated delinquent and committed by the Juvenile Division of the District Court to Spring Mountain Youth Camp, as space is available. The availability of space is to be reasonable determined by the Provider.
2. In the provision of residential living care for committed boys, Clark County agrees to the following:
  - 2.1. Spring Mountain Youth Camp will submit monthly population reports to the Division.
  - 2.2. Clark County and the Division agree that no other compensation shall be paid, except as set out herein.
  - 2.3. Clark County shall be responsible for damage to property and personal injury resulting from the negligence or misconduct of Clark County in the manner or method of performing the above described work for the duration of the contract subject to the liability limitations found in Paragraph 11 of the Interlocal Contract.
  - 2.4. The State of Nevada or its agent may audit records of placements and expenditures at Spring Mountain Youth Camp at any time during a five (5) year period commencing with the beginning date of this contract.

3. Billing Address:

Division of Child and Family Services  
6171 W. Charleston Blvd. Bldg. 11  
Las Vegas, NV 89146

Email: [bdahlberg@dcfs.nv.gov](mailto:bdahlberg@dcfs.nv.gov)  
Phone: 702-486-5369

ATTACHMENT B  
STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION OF CHILD AND FAMILY SERVICES (DCFS)*

CONFIDENTIALITY ADDENDUM

BETWEEN

Division of Child and Family Services  
Hereinafter referred to as "Division"

and

Clark County  
Hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

1. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in context in which they first appear.

- 1.1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
- 1.2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
- 1.3. **Contractor** shall mean the name of the organization described above.
- 1.4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

2. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause 6.

3. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

## ATTACHMENT B

### 4. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

### 5. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for proper management and administration of Contractor; to carry out legal responsibilities of Contractor, and to provide data aggregation services relating to health care operations of Division. Contractor may disclose information if:

- 5.1. The disclosure is required by law; or
- 5.2. The disclosure is allowed by the inter-local; or other agreement to which this Addendum is made a part; or
- 5.3. The Contractor has obtained written approval from the Division.

### 6. OBLIGATIONS OF CONTRACTOR

- 6.1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
- 6.2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
- 6.3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
- 6.4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

### 7. PRISON RAPE ELIMINATION ACT (PREA)

**In accordance** with the United States Department of Justice Final Rule, 28 C.F.R. § 115 (2003), the Prison Rape Elimination Act mandates processes to provide for the analysis of the incidence and effects of prison rape in Federal, State and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape.

- 7.1. Specifically, Standard § 115.312 of this Act states that:

- 7.1.1. A public agency that contracts for the confinement of its residents with private agencies or other entities, including other government agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with PREA standards.



## ATTACHMENT B

- 7.1.2. Any new contract or contract renewal shall provide for agency contract monitoring to ensure that the contractor is complying with the PREA standards.
- 7.2. Therefore, per Standard § 115.312, this signed attachment acknowledges you will:
  - 7.2.1. Be PREA compliant and provide proof of this compliance via a PREA audit, completed within the last three (3) years, and performed by a Federal certified auditor; OR
  - 7.2.2. Be actively working towards PREA compliance, with identified action plans and timelines, as established with a PREA audit as described above.
  - 7.2.3. Allow assessments in non-audit years to ensure PREA requirements are being maintained, including onsite visits, facility observations, interviewing of staff and youth and reviewing of documents per Department of Justice guidance within the Standard in Focus for Standard § 115.312.
- 7.3. In addition to meeting compliance or working towards compliance, and per guidance within Standard § 115.3387 and § 115.389 of this Act, this signed attachment acknowledges you will provide the Division of Child and Family Services PREA Coordinator all PREA allegations and administrative and criminal investigations, specifically:
  - 7.3.1. PREA report (Survey of Sexual Victimization, for SSV-IJ) as they occur;
  - 7.3.2. All administrative investigations tied to each incident report, within 30 days of the date of the incident, which:
    - 7.3.2.1. Shall be documented in a written report that includes a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings;
    - 7.3.2.2. Shall include an effort to determine whether staff actions or failures to act contributed to the abuse.
  - 7.3.3. All criminal investigations shall be documented in a written report and provided once completed, that contain a thorough description of physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible.
- 7.4. Further, Standard § 115.317 of this Act and DCFS Policy 300.09 states that individuals working on behalf of any contracted vendor who work in a juvenile correctional facility and have contact with youth shall undergo an FBI and State fingerprint-based background check and Child Abuse and Neglect Registry Check before providing any facility-based services. The expense of the fingerprint-based background check is the responsibility of the contracted vendor. The Child Abuse and Neglect Registry Check is provided free of charge by DCFS.
- 7.5. Per Standard § 115.317 and DCFS Policy 300.09, the contracted vendor shall undergo an additional FBI and State fingerprint-based background check within 5 years of the original background check for each individual working on behalf of the contracted vendor who works in a juvenile correctional facility and has contact with youth.
- 7.6. Annually, per guidance within Standard § 115.317 and per DCFS Policy 300.09, each individual working on behalf of the contracted vendor who works in a juvenile correctional facility and has contact with youth shall sign a document attesting to the fact that they have not:
  - 7.6.1. Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution, or have been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or

## ATTACHMENT B

coercion, or if the victim did not consent or was unable to consent or refuse, or have you been civilly or administratively adjudicated to have engaged in the activity described in any part of this question.

- 7.6.2. Been adjudicated as having engaged in any type of inmate Sexual Harassment, which includes as a staff member, volunteer, contractor or as any type of service provided coming in contact with an inmate in the facilities mentioned in Question 7.6.1. Sexual Harassment includes, but is not limited to:

- 7.6.2.1. Repeated verbal comments of a sexual nature to an inmate; or
- 7.6.2.2. Demeaning references to gender; or
- 7.6.2.3. Derogatory comments about body or clothing; or
- 7.6.2.4. Repeated profane or obscene language or gestures.

- 7.7. Per Standard § 115.332 of this Act and DCFS Policy 300.09, individual working on behalf of any contracted vendor who work in a juvenile correctional facility and have contact with youth shall have training on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. Training will be commensurate to their level of contact with youth.

**IN WITNESS WHEREOF**, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

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Contractor's Signature

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Date

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Contractor's Title

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for Ross Armstrong

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Date

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Administrator, Division of Child and Family Services  
Agency Title