

CBE NO. 607016-24

**INTERLOCAL AGREEMENT FOR EVALUATION-RELATED ACTIVITIES FOR
UNIVERSITY OF NEVADA LAS VEGAS, NEVADA INSTITUTE FOR CHILDREN'S
RESEARCH AND POLICY (NICRP)**

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this _____ day of _____, 2024 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION on behalf of UNIVERSITY OF NEVADA LAS VEGAS, hereinafter referred to as "UNLV" for Evaluation-Related Activities for University of Nevada Las Vegas, Nevada Institute for Children's Research and Policy (NICRP).

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

1. RESPONSIBILITY OF UNLV

UNLV shall provide:

- A. Primarily needs assessment focused on the completion and assessment needs to include but not be limited to:
 - Conducting and addressing gaps in service delivery for children, youth, and young adults (ages 0-21) with serious emotional disturbances (SED) and their families that will be served by the Clark County Mental Health Expansion Project (The Project).
 - Identification of racial and ethnic health disparities and specialized cultural and linguistic needs. UNLV shall use the results of previously completed community needs assessments and other community data to help inform the current needs assessment. This will limit the burden on the community in providing feedback and help to focus the current needs assessment on the specific areas that still need to be understood.
- B. Assist The Project staff with the following:
 - Identification of appropriate data to measure progress toward project performance goals and objectives;
 - Quarterly reporting of the following SAMSHA's Reporting Accountability and Reporting System (SPARS) infrastructure, Prevention, and Promotion measures:
 - Number of people receiving evidence-based mental health related services as a result of the grant; and
 - Number and percentage of individuals receiving mental health or related serves after referral.
 - Review of Evidence Based Practice (EBP) fidelity data submitted by contracted providers

- C. Analyze performance measurement data provided by COUNTY to determine progress toward project goals and objectives and provide a report summarizing the findings along with an update of National Outcome Measures (NOMS) collected data.

2. RESPONSIBILITY OF COUNTY

COUNTY will:

- A. Provide primary contact person for the services outlined in the AGREEMENT and be available to answer questions, provide guidance and support to UNLV'S staff, and ensure adherence to deliverables and timelines.
- B. Be available to meet with UNLV on an as need basis to review and monitor the success of this AGREEMENT.
- C. Be responsible for providing appropriate venues to conduct meetings/sessions within the Clark County area.
- D. Assist with meeting location set-up and tear-down as needed for workgroup and/or LSC meetings.

3. GRANT ASSURANCES

- A. UNLV will 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 offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- B. UNLV will comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations.
- C. UNLV agrees to notify COUNTY if any employee performing services under this AGREEMENT are Current or Former State employees.
- D. Information regarding COUNTY youth provided to UNLV for the purpose of fulfilling this AGREEMENT is confidential in nature and shall be protected.
- E. UNLV recognizes that this AGREEMENT is grant funded and if such funding becomes unavailable, this AGREEMENT may be cancelled within 30 days advance notice. Expenses incurred before the termination date shall be paid if UNLV provides appropriate invoice and documentation before any given termination date.

4. FEDERAL LAWS AND AUTHORITIES

UNLV is required to comply with the list of Federal Laws and Authorities below, as applicable:

- A. Archeological and Historic Preservation Act of 1974, PL 93-291
- B. Clean Air Act. 42 U.S.C. 7506(c)
- C. Endangered Species Act 16 U.S.C. 1531, ET seq.
- D. Executive Order 11593, Protection and Enhancement of the Cultural Environment
- E. Executive Order 11988, Floodplain Management
- F. Executive Order 11990, Protection of Wetlands
- G. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
- H. Fish and Wildlife Coordination Act, PL 85-624, as amended
- I. National Historic Preservation Act of 1966, PL 89-665, as amended
- J. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended
- K. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended

- L. Section 306 of the Clean Air Act & Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans
- M. Age Discrimination Act, PL 94-135
- N. Civil Rights Act of 1964, PL 88-352
- O. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- P. Executive Order 11246, Equal Employment Opportunity
- Q. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
- R. Rehabilitation Act of 1973, PL 93, 112
- S. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- T. Executive Order 12549 – Debarment and Suspension
- U. Davis-Bacon Act 40 U.S.C. 3141-3148
- V. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
- W. Rights to Inventions Made Under A Contract or Agreement 37 CFR §401.2(a)
- X. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352

ARTICLE II: TERM OF AGREEMENT

The initial term of AGREEMENT shall be from January 1, 2024 through September 29, 2024.

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving thirty (30) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY or UNLV to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay UNLV for the performance of services as outlined in Scope of Work, for the not-to-exceed amount of \$90,000 based on but not limited to the budget categories below.

BUDGET CATEGORY	AMOUNT
Personnel	
Fringe benefits costs	
Mileage	
Supplies	
Total indirect charges	
TOTAL NOT-TO-EXCEED	\$90,000

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

Invoices shall be submitted as follows: Clark County Department of Family Services, Attention: Fiscal Unit, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV 89155.

UNLV must notify COUNTY in writing of any changes to UNLV remit payment address or other pertinent information that may affect issuance of payment and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and UNLV 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 UNLV. Services specified in this AGREEMENT shall not be subcontracted by UNLV 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: Meambi Newbern-Johnson
 Clark County Department of Family Services
 701 North Pecos Road
 Las Vegas, Nevada 89101

To UNLV: Attention: Lori M. Ciccone
 Office of Sponsored Programs
 University of Nevada Las Vegas
 4505 South Maryland Parkway
 Las Vegas, Nevada 89154-1055

ARTICLE IX: POLICIES AND PROCEDURES

UNLV 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 UNLV.

ARTICLE X: INSURANCE

UNLV agrees to maintain, at its own expense, general liability and required insurance coverage, 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.

ARTICLE XIII: SUSPENSION AND TERMINATION

Suspension. COUNTY may suspend performance by UNLV under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to UNLV. UNLV shall not perform further work under this AGREEMENT as of the effective date of suspension. UNLV may not resume performance, unless and until, COUNTY issues written notice to resume performance.

Termination for Convenience. Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto thirty (30) calendar day's written notice of intent to terminate.

Termination for Cause. This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of UNLV'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within UNLV'S control. If after termination for cause it is determined that UNLV has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

Process. The rights and remedies of COUNTY and UNLV provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.


1. Upon receipt by UNLV of a suspension or termination notice, or delivery by UNLV of a termination notice, UNLV shall promptly discontinue all services affected (unless COUNTY'S notice directs otherwise) and deliver or otherwise make available to COUNTY, copies of all deliverables completed pursuant to the schedule set forth in Exhibit A, Scope of Work.
2. In the event this AGREEMENT is terminated by UNLV, UNLV acknowledges that its termination may affect COUNTY'S consideration of UNLV for future projects.
3. In the event of termination of this AGREEMENT, UNLV is eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. COUNTY will pay UNLV for work performed up to and including the date on which UNLV discontinued or should have discontinued all services as determined by paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed services or other work. Any payment due to UNLV may be adjusted to the extent COUNTY incurs additional costs by reason of UNLV'S default. The final invoice for all work completed as of the date of termination, shall be received by COUNTY within sixty (60) calendar days after date of termination.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by contract with another party or otherwise.

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

COUNTY OF CLARK:

BY: _____
TICK SEGERBLOM, CHAIR
Clark County Commissioners

BOARD OF REGENTS, NEVADA SYTEM OF HIGHER
EDUCATION on behalf of UNIVERSITY OF NEVADA,
LAS VEGAS:

BY:  _____
LORI M. CICCONE
Assistant Vice President of Sponsored Programs

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY:  _____
Jason Patchett (Apr 25, 2024 11:14 PDT)
JASON B. PATCHETT
Deputy District Attorney