

CETS #:	31566
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Public Entity #1:	Nevada Health Authority Division of Nevada Medicaid
Address:	4070 Silver Sage Drive
City, State, Zip Code:	Carson City, NV 89701
Contact:	Thomas Tilton, Contract Manager
Phone:	(775) 684-3676 (main)
Email:	nvhapcu@nvha.nv.gov

Public Entity #2:	Clark County on behalf of its Department of Family Services
Address:	500 Grand Central Parkway
City, State, Zip Code:	Las Vegas, NV 89155
Contact:	Jessica Colvin, Chief Financial Officer
Phone:	702-455-3324
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, 2026	To:	June 30, 2030
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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:	\$37,403,468.75
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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 construed 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 ON BEHALF OF ITS
DEPARTMENT OF FAMILY SERVICES**

Michael Naft	Date	Chairman
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**NEVADA HEALTH AUTHORITY
DIVISION OF NEVADA MEDICAID**

Stacie Weeks, JD, MPH	Date	Director
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APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____
Date

ATTACHMENT A SCOPE OF WORK

TARGETED CASE MANAGEMENT AND ADMINISTRATIVE SERVICES

This Interlocal Agreement outlines the responsibilities between the Nevada Health Authority (NVHA) and the Division of Nevada Medicaid (Nevada Medicaid) and Clark County on behalf of its Department of Family Services (referred to as “the County”) with respect to Medicaid reimbursement for all allowable Targeted Case Management services and Administrative services.

Targeted Case Management (TCM) Services

- I. The County agrees to perform the following services or activities and to accept payment for the services as follows:
 - A. Provide TCM services to eligible recipients under Title XIX and Title XXI in accordance with the State of Nevada Medicaid State Plan and Nevada Medicaid Services Manual.
 - B. Be responsible for collecting and submitting the required information necessary to determine client eligibility for the Title XIX and Title XXI program to Nevada Medicaid.
 - C. Determine all expenditures in accordance with the County’s State-approved methodology for TCM services. Elements of the State-approved Cost Allocation Plan (CAP) necessary for claiming expenditures and for reimbursement are a Centers for Medicare & Medicaid Services (CMS) approved Time Study methodology, documentation of appropriate direct and indirect costs and their cost centers. Cost allocation must be consistent with the Office of Management and Budget (OMB) Circular 2 CFR 225 (A-87), the Code of Federal Regulations 45 CFR Subtitle A, Part 92, and Subtitle E, and approved by Nevada Medicaid. The 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 Nevada Medicaid.
 - D. Provide a report of services and a cost report annually to Nevada Medicaid for TCM services in the format approved by Nevada Medicaid, which will be in an Excel format (.xls or .xlsx) or an Excel compatible format (.csv .txt). Other formats may be considered for use at the discretion of Nevada Medicaid on a case by case basis. The County must provide an electronic version of their claims for submission before Nevada Medicaid will consider that it has received the official version of the claims for the cost settlement process.
 - E. Provide Nevada Medicaid with detailed back-up to support the claims being submitted for cost settlement. The back-up data must be in accordance with the State-approved standard methodology for TCM services for the County.
 - F. Provide Nevada Medicaid with the documentation that the rate for eligible services is based upon the approved methodology of Nevada Medicaid, as defined in the Nevada Medicaid State Plan, Attachment 4.19-B CPE, before any payment for those services is made by Nevada Medicaid. The interim rate is determined based on the actual historical costs and is estimated after the end of the state fiscal year.

- G. Pay the State's designated auditor the non-federal share (State's share) of those costs associated with the annual reconciliation and cost settlement.
- H. Bill Nevada Medicaid upon services rendered which are allowable based upon Nevada Medicaid defined processes for Medicaid providers. Incomplete forms will be subject to return to the County and payment may be delayed or denied.
- I. Reimburse any Title XIX and/or Title XXI funds received by the County in the event that an audit or audit by a firm of Nevada Medicaid's choosing results in a determination that such costs were not reimbursable under the Title XIX or Title XXI programs upon receipt of written notice from Nevada Medicaid of such obligation.
- J. Provide the required State matching share for Federal Medicaid funds paid for children covered under the TCM program. This contract certifies that any and all funds used by the County as match will be County or Local funds that are not used as match for any other program

II. Nevada Medicaid agrees to perform the following services or activities and to provide the following payment for the County:

- A. Work with the Federal Government, the County, and its consultants as necessary to formulate plans and policies to ensure the appropriate availability of Title XIX and Title XXI funds 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. Provide to the County necessary guidance and documentation related to the utilization of Title XIX and Title XXI funding for TCM and other allowable activities and services. This may include provider training related to the reimbursement for TCM services, to the County.
- C. Approve a standard methodology for the County to utilize in determining the reimbursable costs the County may charge consistent with the Office of Management and Budget (OMB) Circular 2 CFR 225 (A-87) guide, the Code of Federal Regulations 45 CFR Subtitle A, Part 92 and Subtitle E, and approved by Nevada Medicaid. The methodology will be based on an interim rate which is the actual rate from the preceding state fiscal year and should be decided upon preferably before the beginning of the upcoming state fiscal year. At the end of the state fiscal year, the County will have until December 1 of the following State fiscal year to submit its year-end claims to Nevada Medicaid for reconciliation and cost settlement. Nevada Medicaid will have two years from the end of the state fiscal year to cost settle those claims. If the County's interim payments exceed the actual certified cost of the services to Medicaid clients, Nevada Medicaid will recoup the federal share of the overpayment. If the actual, certified costs exceed the interim Medicaid payments, Nevada Medicaid will pay the federal share of the difference to the provider in accordance with the final actual certification agreement. Nevada Medicaid to pay the County through its Medicaid Management Information System (MMIS) for TCM claims submitted during the state fiscal years, which are covered under the Provider Enrollment Agreement. Those expenditures and their allocation must be in accordance with the County's State-approved standard methodology for TCM services. This payment will represent the federal share of the Federal Medical Assistance Percentage (FMAP) of the total allowable costs identified for TCM services. This medical assistance percentage 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.

Administrative Services

- I. The County agrees to perform the following services or activities and to accept payment for the services as follows:
 - A. Provide Title XIX administrative services eligible for reimbursement under 42 CFR 435.1001 for children within the County in accordance with the State of Nevada Title XIX Medicaid State Plan Attachment B 4.19 and Nevada Medicaid Services Manual. These administrative services may include, but are not limited to utilization review, referral, arranging and follow up for Medicaid services, and resolving Medicaid eligibility and coverage issues.
 - B. Determine all expenditures in accordance with the County's State approved standard methodology. The elements of the standard methodology necessary for claiming expenditures and for reimbursement are a CMS-approved Random Moment Time Sampling (RMTS) methodology and/or time study, documentation of appropriate direct and indirect costs and their cost centers. Cost allocation must be consistent with the Office of Management and Budget (OMB) Circular 2 CFR 225 (A-87), the Code of Federal Regulations 45 CFR Subtitle A, Part 92, and Subtitle E, and approved by NVHA. The 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 NVHA.
 - C. Provide an electronic version of a report of Administrative services and invoice costs to NVHA quarterly in the format approved by NVHA, which will be in an Excel format (.xls or .xlsx) or an Excel compatible format (.csv or .txt). Other formats may be considered for use at the discretion of NVHA on a case by case basis.
 - D. Provide detailed back-up to support the claims being submitted. The back-up data must be in accordance with the State approved standard methodology for Administrative Claiming for the County.
 - E. Each quarter's invoice shall be due on or before thirty (30) days following the last day of the quarter of service. The invoice will reflect both the total computable amount and the Federal Financial Participation (FFP) amount and must be completely filled out, signed and dated by an appropriate official of the County attesting to its accuracy. Forms not filled out completely will be subject to return to the County and payment delayed or denied. All signatures must be original.
 - F. Include with the invoice a certificate which: 1) is in the format provided by NVHA attesting to the County's use of local funds of not less than the current State Share of the amount invoiced for that period; and 2) certifies that the local funds are not from a Federal source of funds being used to match any other Federal Funds. The certification must be signed and dated by an authorized representative attesting to the use of the specific funds. Signatures may be original, electronic, or scanned and emailed.
 - G. Reimburse with 60 days of receipt of written notice from NVHA of such obligation, any Title XIX funds received by the County in the event that a Federal audit or audit by a contractor of NVHA results in a determination that such costs were not reimbursable under the Title XIX program.

The County is responsible to ensure that all financial records comply with the OMB Circular A-133 (also referred to as the Single Audit Act of 1984). In the event of an audit by the federal agency with oversight of the program, the County shall be responsible for any disallowances or errors discovered during that audit that result in a negative fiscal impact to the County or the state. Copies of audit reports shall be provided to NVHA within (60) days of written request.

II. NVHA agrees to perform the following services or activities and to provide the following payment for the County:

- A. Work with the County and the Federal Government, as necessary, to formulate the necessary plans and policies which will ensure the appropriate availability of Title XIX funds for allowable costs and services provided by both parties. To make available to the County the federal share of the total computable funds for the Medicaid Administrative Services program. Provide to the County necessary guidance related to the utilization of Title XIX funding for Medicaid administrative activities.
- B. Perform regular reviews and annual cost settlements of the submitted claims by the County to ensure an overpayment or underpayment does not occur and that the settlement process is accurate and timely.
- C. Provide to the County necessary guidance related to the utilization of Title XIX funding for Medicaid administrative activities.
- D. Pay the County upon receipt of a claim the federal share of those costs and services allowable under the Title XIX program. Currently for administrative claims the FFP is 50%.
- E. NVHA shall use its best efforts to pay the County for eligible services within (30) days after receipt of an accurate invoice under this agreement. This assumes there are no discrepancies or errors contained in the invoice or documentation supporting the invoice. The County acknowledges that there may be delays outside of the control of NVHA and will cooperate in submission of accurate and timely information.

III. Both Parties Agree:

- A. The County shall comply with Public Law 98-50 (Single Audit Act of 1984) and Office of Management and Budget (OMB) Circular A-133. Copies of audit reports shall be submitted to NVHA within 60 days of receipt of the audit report.