



togetherforbetter

CBE NO. 607904-26

INTERLOCAL AGREEMENT FOR STREET MEDICINE PROGRAM

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this _____ day of _____, 2026 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and SOUTHERN NEVADA HEALTH DISTRICT, hereinafter referred to as "SNHD" for STREET MEDICINE PROGRAM.

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:

1.0 Overview

Clark County Social Services (CCSS) is responsible for ensuring that COUNTY meets its health, welfare, and community responsibilities as set forth in the Nevada Revised Statutes and County Ordinances. CCSS provides programmatic services targeted at various levels that include outreach services, emergency shelter, transitional housing, rapid re-housing, permanent supportive housing, and supportive services. Services are designed for various populations including vulnerable adults and families to address the underlying causes of homelessness and provide services necessary to support independence.

PROGRAM is intended to provide preventative and primary care, including heat mitigation strategies, directly to people experiencing unsheltered homelessness or who are at-risk of homelessness by licensed healthcare professionals. SNHD shall be responsible to administer this PROGRAM. The PROGRAM is designed to deliver comprehensive, low-barrier medical care that promotes consistent and equitable access to health services for eligible individuals in the community.

2.0 Scope of Program

COUNTY will administer funds to assist with the cost of operating a street medicine program. PROGRAM shall provide preventative and primary care to people living in unsheltered conditions and/or people who are at risk of homelessness; case management; and a variety of resources, referrals, and supportive services. PROGRAM shall serve identified members of the Target Population as more specifically defined in the below Section 3.0 by providing preventative and primary health care services.

PROGRAM services shall be provided to the Target Population free of charge. If the participant is insured, then the insurance shall be billed, COUNTY will act as payor of last resort.

3.0 Target Population and Admission Criteria

1. Individuals who are experiencing unsheltered homelessness
2. People who are at-risk of homelessness; living in a "doubled up" situation or in transitional shelters

Combined, Subsections 1 and 2 above constitute the "Target Population".

The following criteria **may not** be used to determine program eligibility or continued services unless the SNHD has established policies and procedures that are: (1) fair and equitable to all applicants and (2) non-discriminatory:

- Sobriety and/or commitment to be drug-free.
- Participation in treatment, religious services or other services and activities.
- Employment/income.
- Payment or ability to pay; nor
- Identification.

4.0 Services

SNHD shall provide medical services for identified members of the Target Population (Client(s)) through the provision of the following services described.

With the exclusion of holidays, program operations will occur Monday through Thursday during standard business hours and other days, as arranged. This schedule does not account for holiday closures and the potential expansion to nights/weekends/holidays. SNHD shall coordinate mobile outreach with the Southern Nevada Homelessness Continuum of Care (SNH CoC) and the Coordinated Outreach Workgroup.

SNHD shall make reasonable efforts to secure and operate a mobile medical office. If a mobile office is not available, PROGRAM may be delivered on foot, or with smaller vehicles, that allow for effective outreach and service delivery.

PROGRAM shall be implemented through regularly scheduled events to establish a consistent presence within designated geographic areas. Services provided under the PROGRAM must fall within the scope of practice and licensure.

PROGRAM is tailored to meet the unique needs of Clients.

Minimally, the PROGRAM shall:

- Deliver preventative and primary covered services under this AGREEMENT; all aligned with recognized medical standards of care.
- Establish, maintain, and implement clear, documented referral pathways to ensure clients have access to appropriate services. This includes follow-up care, specialty and diagnostic services, and resources that support the improvement of social determinants of health.
- Establish and maintain connections with the Medicaid program to support eligible clients in obtaining insurance coverage. This should be done at program entry.
- Establish and follow standardized protocols for the closure of treatment plans, ensuring that care is appropriately concluded, communicated, and documented in accordance with clinical standards and contractual requirements.
- Design and manage care coordination processes that facilitate seamless communication among healthcare providers and support services.
- Assist Clients in obtaining necessary medications by identifying medication needs, coordinating directly with pharmacies, and issuing appropriate pharmacy referrals. SNHD shall support Clients through the referral process, monitor completion, and follow up to address any barriers to accessing prescribed medications.
- Conduct point-of-care testing in the field and process laboratory specimens in-house, in accordance with all applicable federal, state, and local regulations. The specific tests conducted will depend on available resources and program needs. Such testing may include, but is not limited to: HIV, sexually transmitted infections (STI(s)), influenza, COVID-19, and pregnancy.
- Utilize a secure, HIPAA-compliant electronic health record system, to support continuity of care, referrals, and performance tracking.
- Provide qualified translation services to accommodate Clients with limited English proficiency.

- Oversee all mobile operations, including assembling the medical team, determining patient flow, scheduling deployments, equipping the team with necessary supplies and equipment, and managing billing to Medicaid, private insurers, and COUNTY as payor of last resort.
- Develop and implement outreach and advertising efforts to maximize community awareness and engagement of PROGRAM.
- Focus on heat-related medical services from May to September and provide clients with heat mitigation tools.

PROGRAM CORE COMPONENTS:

1. Housing Stability Support

Housing assessments services are designed to support Clients in obtaining permanent housing. Services shall include, but are not limited to, the following:

- a. Conducting initial evaluations, verification and documentation of Client eligibility.
- b. Utilizing the Coordinated Entry System and other referral sources to ensure seamless access to all available housing and supportive services.
- c. Facilitating connections to emergency shelter accommodations, as needed.

Housing Problem Solving strategies are designed to support Clients in obtaining more stable housing options. Services should include, but are not limited to, the following:

- i. Engage in person-centered conversations that are solutions-focused to explore the Client’s strengths, support networks and barriers to stable housing options.
- ii. Facilitate connections to these solutions.

2. Transportation SNHD shall offer a variety of transportation options to clients to include bus passes and transportation by SNHD.

3. Client Feedback and Program Improvement:

SNHD shall implement regular opportunities for Clients to share feedback on services. This may include client meetings, suggestion boxes, peer-led forums, or satisfaction surveys to help tailor services to Client needs and enhance program responsiveness.

5.0 Responsibilities of SNHD

The purpose of this section is to provide a description of how SNHD is expected to utilize the allocated funding to provide the highest quality of service. SNHD shall:

1. Ensure ongoing operation of PROGRAM in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable federal, state and local regulations.
2. Perform background checks on staff and volunteers in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable federal, state and local regulations.
3. Subject to outcomes relating to Executive Order 14168, comply with Equal Access Rule: In alignment with the Equal Access Rule, SNHD shall provide equal access to programs, benefits, services, and accommodations in accordance with an individual’s gender identity and all other provisions of the Equal Access Rule. SNHD shall establish and implement written non-discrimination policies and staff training that align with Equal Access Rule.
4. Establish a formal termination of assistance process that includes, at minimum, the program Client’s receipt of written program rules and the termination process before the Client began to receive assistance; the program Client’s receipt of written notice containing a clear statement of the reasons for termination; a review of the decision in which the Client was given the opportunity to present written or oral objections before a person (or a subordinate of that person) who made or approved the termination decision; and the program Client’s receipt of prompt written notice of the final decision.
5. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff-to-client ratios. Community Health Workers will be certified within six months of hire. Other funds will support training efforts.

6. Be available for consultation regarding the operation and progress of PROGRAM with all parties to the funding agreement and at other reasonable times with advance notice as to not conflict with SNHD'S other responsibilities.
7. Enter and update SNHD and PROGRAM information into Nevada 2-1-1 prior to the commencing of each year of services. A copy of the listing must be provided to COUNTY'S authorized representative.
8. Establish such fiscal and accounting procedures necessary to ensure the proper disbursement of, and accounting for grant funds, in order to ensure that all financial transactions are conducted. Maintain financial records pertaining to all matters relative to the resolution, in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion of AGREEMENT, or Termination of AGREEMENT, whichever comes first. Delineate how multiple funding sources for services are allocated appropriately for its designated intended service. All such records relating to any analysis or audit performed relative to the AGREEMENT shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that SNHD no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the AGREEMENT with COUNTY to be retained by COUNTY and SNHD.
9. Submit a monthly invoice to COUNTY'S authorized representative by the 15th calendar day of each month for the previous month's services. Program specific reports may be requested to support reimbursement. Invoices must include the total amount requested to support PROGRAM.
10. Assess each Client's insurance status at the time of service. If the Client is insured, SNHD shall bill the appropriate insurance provider in accordance with its standard billing procedures, and any insurance reimbursements received shall be treated as program income. COUNTY shall serve as the payor of last resort and will be billed only when no third-party coverage is available. For uninsured Clients, SNHD shall provide referrals and assistance for enrollment in applicable federal or state insurance programs.
11. Provide written notice to COUNTY of any PROGRAM changes during the lifecycle of the AGREEMENT for which COUNTY funds are allocated, including, without limitation, any changes to SNHD'S funding status, such as the inability to maintain a minimum of three (3) months of operating reserves, or the occurrence of any programmatic or financial hardship that may affect the continuity, quality, or services provided.
12. Actively participate with COUNTY and the SNH CoC in ongoing efforts to improve the provision and coordination of medical care for the Target Population. This participation includes, but is not limited to, attending relevant meetings, engaging in strategic planning activities, and collaborating with other homeless service agencies, healthcare providers, and community partners to enhance system-wide service delivery.
13. Ensure that SNHD, its officers, and employees are not debarred or suspended from doing business with the Federal government.
14. **Perform activities to ensure proper PROGRAM administration**, including, but not limited to the following:
 - Perform all eligibility determination and documentation.
 - Track all data and performance results specific to evidenced based practices and client outcomes.
15. **Quality Assurance:** COUNTY will evaluate SNHD'S performance on a regular basis. Such evaluation shall include assessing SNHD'S compliance with all terms and performance standards and may occur monthly, quarterly, semi-annually, and/or annually. SNHD will:
 - a. Utilizing its Electronic Health Record (EHR) system. SNHD shall collect, de-identify, and aggregate data to support contract reporting requirements not satisfied by Homeless Management Information System (HMIS) metrics.
 - b. Participate in HMIS and report metrics captured in the program build out supported by COUNTY.

- c. Enter data into HMIS within forty-eight (48) hours of service delivery, as required under PROGRAM. In the event of any inconsistency between this requirement and the Nevada Statewide HMIS Data Quality Plan, the forty-eight (48) hour data entry requirement set forth herein shall govern. SNHD shall otherwise comply with all applicable provisions of the Nevada Statewide HMIS Data Quality Plan.
 - d. Record in HMIS all client service transactions, case notes, and supporting documentation as applicable, as close to real-time as possible and in accordance with data quality standards per the Nevada Data Quality Plan.
 - e. Strive toward maintaining a 100% CMIS/HMIS participation and data quality standard.
 - f. Provide quarterly reports describing the PROGRAM'S progress to be due 30 days after the end of each quarter as follows:
 - i. Quarter 1: July 1 – September 30: Due October 30
 - ii. Quarter 2: October 1 – December 31: Due January 30
 - iii. Quarter 3: January 1 – March 31: Due April 30
 - iv. Quarter 4: April 1 – June 30: Due July 30
 - g. Maintain data management policies and procedures governing data entry, quality assurance, data retention, and HIPAA-compliant data handling, consistent with all applicable federal, state, and local regulations, including HIPAA and 42 CFR Part 2. SNHD shall maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of client data within its EHR, ensuring that access is limited to authorized personnel whose user privileges reflect their job duties and the minimum-necessary standard.
 - h. SNHD shall record all client service transactions, clinical encounters, case notes, assessments, referrals, treatment plan updates, and supporting documentation in its EHR. All entries must be complete, accurate, and entered within the timeframes established by SNHD policy. SNHD shall ensure that all staff using the EHR are properly trained and adhere to established documentation standards.
 - i. SNHD agrees to participate in COUNTY audits or quality reviews of de-identified EHR-derived documentation and data accuracy. SNHD shall promptly correct any identified deficiencies and implement corrective actions as required by COUNTY.
16. In the event of a County-level emergency, activation, or disaster response, COUNTY may request that SNHD provide services, personnel, or resources in support of emergency operations within Clark County. Such activities may fall outside the normal scope of work or budget under this AGREEMENT. All costs incurred by SNHD for authorized emergency activations shall be compensated by COUNTY in accordance with the terms of this AGREEMENT. Any reimbursement the COUNTY may subsequently seek from State or Federal funding sources related to the emergency operations shall be an internal COUNTY matter and shall have no effect on the SNHD'S compensation, payment schedule, or obligations.

6.0 Performance Outcomes

<p>Outcome: Clients identified as members of the Target Population are engaged in medical and supportive care through consistent outreach, trust-building, and facilitated access to services.</p>
<p>Target & Indicator: A minimum of 500 unduplicated Clients will be engaged in medical and supportive care annually.</p>
<p>Outcome Measurements: Number of unduplicated clients who engage in at least one preventive or primary health care activity or successfully access supportive services. Supportive services may include completion of a housing assessment, receipt of a heat-mitigation tool, or confirmed connection to a service. Referrals alone do not qualify as engagement.</p>

Major Tasks Necessary to Realize Outcomes (Activities)	Outputs Resulting from Tasks
<p>1. Deployments to High-Need Areas: Conduct outreach in locations with the greatest health and social service needs to maximize impact.</p> <p>2. Connect Clients to Medicaid: Assist clients with enrollment and maintenance of Medicaid coverage.</p> <p>3. Engage Clients in Care: Support clients in establishing consistent healthcare relationships.</p> <ul style="list-style-type: none"> • Preventive care: Vaccinations, health screenings, and wellness check-ins. • Primary care: Routine medical care, behavioral health services, and point-of-care testing. <p>4. Connections to Supportive Services: Link clients to essential social and supportive services with confirmed engagement.</p> <p>5. Prescriptions: Ensure clients receive prescribed medications with adherence support.</p> <p>6. Completed Housing Assessments: Assist clients in completing housing assessments to identify safe and stable options.</p> <p>7. Distribution of Heat-Mitigation Tools: Provide tools and education to prevent heat-related illness.</p>	<p>1. Number of outreach events or deployments conducted in high-need locations: calendar</p> <p>2. Number of clients successfully enrolled or re-enrolled in Medicaid coverage.</p> <p>3. Number of clients who attend at least one preventive or primary care visit.</p> <ul style="list-style-type: none"> • Preventive care: Number of clients receiving vaccinations, screenings, or wellness check-ins. • Primary care: Number of clients receiving routine medical care, behavioral health services, or point-of-care testing. <p>4. Number of clients who successfully access supportive services (beyond referrals), see definitions.</p> <p>5. Number of clients who receive prescribed medications.</p> <p>6. Number of clients who complete housing assessments</p> <p>7. Number of clients receiving heat-mitigation tools and related education</p>

7.0 Budget

All costs incurred under the PROGRAM must comply with the most current Clark County Social Services Funding Guidelines in effect at the time the expenditure is made.

COUNTY shall serve as the payor of last resort. All reimbursements received from Medicaid, private insurance, or other third-party payors for services provided under the PROGRAM must be treated as program income and accounted for in accordance with applicable funding guidelines and reporting requirements.

8.0 Definitions

Case Management is a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs that may include:

- Outreach and client identification: to attempt to enroll clients not using traditional or mainstream services.
- Assessment: to determine a person's current and potential strengths, weaknesses, and needs.

- **Planning:** to develop a specific, comprehensive, individualized plan.
- **Linkage:** to transfer clients to necessary services and treatments provided in the community.
- **Client Advocacy:** to intercede on behalf of a specific client or a class of clients to ensure equity and appropriate services.
- **Crisis Intervention:** to assist clients in crisis to stabilize through direct interventions and mobilizing needed supports and services.
- **Resource Development:** to attempt to create additional services or resources to address the needs of clients.
- **Discharge Planning:** to implement many of the above functions to help clients plan to transition from one type of setting or service program to another.

Community Health Workers (CHWs) are outreach workers that operate in community settings. They link patients to primary care providers, health information, health screening, financial assistance or transportation. Unlike Peer Navigators, CHWs don't work in a hospital or clinic setting. Certification requirements for CHWs varies by state. In Nevada, all requirements on training and relevant experience must be met before a CHW is able to submit their application through the Nevada Certification Board.

Coordinated Entry System means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool. The Southern Nevada Homelessness Continuum of Care manages the coordinated entry system for Clark County.

Covered Services preventative and primary services reimbursable under Medicaid. Services include medically necessary care aligned with state and federal Medicaid guidelines.

Doubled-Up Living Situations refers to individuals or families sharing living arrangements with others due to economic hardship or loss of housing.

Homelessness can describe a person's situation if they are sleeping in a place not meant for human habitation (e.g., living on the streets) or in an emergency shelter; or a person in a transitional housing for homeless persons who originally came from the street or an emergency shelter. A person may also be considered homeless if, without the assistance from a service provider, they would be living on the streets. This includes persons being evicted within a week from a private dwelling with no subsequent residence identified and lacks the resources and support networks needed to obtain housing; or being evicted within one week from an institution in which the person has been a resident for more than 30 consecutive days with no subsequent residence identified and he/she lacks the resources and support networks needed to obtain housing. Individuals who are fleeing or attempting to flee domestic violence or trafficking situations are also considered homeless under this definition.

Housing Problem-Solving approaches support the effective implementation of homelessness prevention, diversion, and rapid exit strategies. Housing problem-solving is a person-centered, housing intervention that seeks to assist households in maintaining their current housing or in identifying more stable, safe housing alternatives within their own social networks. This strategy is a strengths-based approach that utilizes conversation and empowerment methods to help resolve the household's housing crisis.

Supportive Services address the service needs of households experiencing homelessness to promote improvement in housing stability, education and/or employment, and social and emotional well-being. Supportive services may include, but are not limited to: case management, family intervention, assistance in obtaining permanent housing, substance abuse assessment and treatment, mental health assessment and treatment, educational assessment and supports, vocational training, assistance in obtaining income supports, and other services such as transportation assistance, outreach, life skills training and transportation.

ARTICLE II: TERM OF AGREEMENT

The initial term of AGREEMENT shall be from date of award through June 30, 2027, with the option to renew for 4, one-year periods.

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 SNHD 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 SNHD for goods and/or services provided as outlined in Article I, Scope of Work, for an amount not to exceed \$490,000 annually. Of this amount, \$50,000 shall be allocated specifically for the purchase of heat mitigation supplies. COUNTY will also be responsible for costs associated with up to four (4) HMIS licenses.

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

Invoices shall be submitted via email as follows: ssrad@clarkcountynv.gov.

SNHD must notify COUNTY in writing of any changes to SNHD'S 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 SNHD 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 SNHD. Services specified in this AGREEMENT shall not be subcontracted by SNHD 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: Contract Compliance Unit
Clark County Social Services
1600 Pinto Lane, 3rd floor
Las Vegas, Nevada 89106
Email: ssrad@clarkcountynv.gov

To SNHD: Attention: Sr. Contract Administrator
Legal Department
Southern Nevada Health District
280 S. Decatur Blvd.
Las Vegas, Nevada 89127
Email: contracts@snhd.org

ARTICLE IX: POLICIES AND PROCEDURES

SNHD 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 SNHD.

ARTICLE X: INSURANCE

SNHD, at its own expense, agrees to obtain and maintain in full force and effect during the term of this AGREEMENT, insurance in commercially reasonable amounts calculated to protect itself and the COUNTY from any and all claims of any kind of nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this AGREEMENT. Such insurance shall include medical malpractice coverage on SNHD'S employees and officers as applicable.

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 SNHD under this AGREEMENT for up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to SNHD. SNHD shall not perform further work under this AGREEMENT as of the effective date of suspension. SNHD 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 days' 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 SNHD'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within SNHD'S control. If after termination for cause it is determined that SNHD 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 SNHD provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by SNHD of a suspension or termination notice, or delivery by SNHD of a termination notice, SNHD 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 Article I, Scope of Work.
2. In the event this AGREEMENT is terminated by SNHD, SNHD acknowledges that its termination may affect COUNTY'S consideration of SNHD for future projects.
3. In the event of termination of this AGREEMENT, SNHD 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 SNHD for work performed up to and including the date on which SNHD 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 SNHD may be adjusted to the extent COUNTY incurs additional costs by reason of SNHD'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.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original.

COUNTY OF CLARK:

SOUTHERN NEVADA HEALTH DISTRICT:

BY: _____
MICHAEL NAFT, CHAIR
Clark County Commissioners

BY:  _____
CASSIUS LOCKETT, PHD
District Health Officer

DATE: _____

DATE: 04/15/2026


ATTEST:

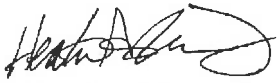
BY: _____
LYNN MARIÉ GOYA
County Clerk

DATE: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

APPROVED AS TO FORM:


BY: [Sarah Schaerrer \(Apr 27, 2026 11:57:15 PDT\)](#) _____
SARAH SCHAERRER
Deputy District Attorney

 _____
HEATHER ANDERSON-FINTAK, ESQ.
General Counsel
Southern Nevada Health District

DATE: 04/27/2026

DATE: _____