

CBE NO. 607064-24

**INTERLOCAL AGREEMENT FOR UNIVERSITY OF NEVADA, LAS VEGAS
DATA PROJECT**

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this 1st day of May, 2024 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS, OFFICE FOR YOUTH RIGHTS AND EDUCATIONAL JUSTICE IN THE COLLEGE OF EDUCATION, hereinafter referred to as "UNIVERSITY" for UNIVERSITY OF NEVADA LAS VEGAS DATA PROJECT.

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 in Exhibit A, Scope of Work.

ARTICLE II: TERM OF AGREEMENT

Commencing from the date of execution of AGREEMENT, the term shall be for one (1) year. Thereafter, unless terminated pursuant to the provisions contained herein, the term of AGREEMENT will automatically renew for a one (1) year term, not to exceed two (2) years from the date of execution.

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 UNIVERSITY 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 UNIVERSITY for goods and/or services provided as outlined in Exhibit A, Scope of Work, \$100,000, based on approved budget appropriations.

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

Invoices shall be submitted as follows: Vasiliki.Allen@ClarkCountyNV.gov and BennetY@ClarkCountyNV.gov.

UNIVERSITY must notify COUNTY in writing of any changes to UNIVERSITY 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.

Item Description	Dates	Cost
TPOP Education Analytics: Phase 1 Deliverables A - F	May 1, 2024 – July 31, 2024	\$33,333.33
TPOP Education Analytics: Phase 2 Deliverables A - F	August 1, 2024 – February 28, 2025	\$33,333.33
TPOP Education Analytics: Phase 3 Deliverables A - F	March 1, 2025 – April 30, 2025	\$33,333.34

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 UNIVERSITY 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 UNIVERSITY. Services specified in this AGREEMENT shall not be subcontracted by UNIVERSITY 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: Truancy Prevention Outreach Program
Clark County Nevada
2000 E. Flamingo Road
Las Vegas, Nevada 89119

To UNIVERSITY: Attention: Rebecca Nathanson, PhD.
Office of Youth Rights and Educational Justice,
UNLV College of Education
4505 S. Maryland Parkway
Box 451003
Las Vegas, Nevada 89154-1003

ARTICLE IX: POLICIES AND PROCEDURES

UNIVERSITY 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 UNIVERSITY.

ARTICLE X: INSURANCE

UNIVERSITY agrees to maintain, at its own expense, general liability and medical malpractice insurance, 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 Clark County, State of Nevada.

ARTICLE XIII: SUSPENSION AND TERMINATION

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

1. Upon receipt by UNIVERSITY of a suspension or termination notice, or delivery by UNIVERSITY of a termination notice, UNIVERSITY 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 UNIVERSITY, UNIVERSITY acknowledges that its termination may affect COUNTY'S consideration of UNIVERSITY for future projects.
3. In the event of termination of this AGREEMENT, UNIVERSITY 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 UNIVERSITY for work performed up to and including the date on which UNIVERSITY 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 UNIVERSITY may be adjusted to the extent COUNTY incurs additional costs by reason of UNIVERSITY'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 Date
Clark County Commissioners

BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION ON BEHALF OF THE
UNIVERSITY OF NEVADA, LAS VEGAS:

Recommended By:

BY: Rebecca Nathanson
REBECCA NATHANSON
Client Project Manager

Approved By:

BY: Chris Heavey 4/26/24
CHRIS HEAVEY Date
Executive Vice President and Provost

Approved as to Legal Form:

BY: Elida Sidhu 5/3/24
ELIDA SIDHU
General Counsel

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: Jason Patchett
Jason Patchett (May 1, 2024 16:24 PDT)
JASON B. PATCHETT
Deputy District Attorney

Exhibit A

SCOPE OF WORK

Background

The Truancy Prevention Outreach Program (TPOP) provides early identification and assessment of chronic absenteeism and the prompt delivery of in-home, school, and community-based coordinated interventions to prevent chronic school absences. Chronic absenteeism refers to frequent and prolonged absences from school. Specifically, it is defined as missing at least 10 percent of school days in a year for any reason, including both excused and unexcused absences. This phenomenon can significantly impact a student's academic achievement and puts them at a higher risk of not graduating high school. The threshold for chronic absenteeism is missing 15 to 18 more days of school. It encompasses various factors such as illness-related absences, unexcused absences, and even disciplinary actions like suspensions. Addressing chronic absenteeism is crucial to ensure that all students have the opportunity to learn and thrive in school. TPOP Community Navigators visit the family in-home or community and conduct assessments to determine the level of service. TPOP staff connects youth and families with services to address underlying causes of social and behavioral problems to prevent negative, long-term outcomes for youth and improve attendance. Families who receive services are referred to vetted local agencies for intensive in-home support services, family and mental health counseling, anger management, mentorship programs, parenting, tutoring, and transportation assistance. TPOP provides services to school-age youth between the ages of 5 and 18.

A. Evaluation Framework

1. The purpose of the evaluation is to provide evidence for three important outcomes related to TPOP youth services. When Community Navigators engage families, they conduct a North Carolina Family Assessment Scale (NCFAS). The NCFAS-G is an assessment tool designed to examine family functioning in the domains of Environment, Parental Capabilities, Family Interactions, Family Safety, Child Well-Being, Social/Community Life, Self-Sufficiency, and Family Health. The assessment is completed to determine the needs of each young person and provide a personalized set of services. This data is housed within a technological data system provided by Tyler Technologies. TPOP has integrated this data with data provided by the Clark County School District as well as areas of coverage for the services provided. TPOP attests to a 67% success rate for their services during the 2020-2021 academic school year. To expand evidence of impact, TPOP is partnering with the UNIVERSITY. Iterative discussions with TPOP leadership have yielded a focus on three primary outcomes for evaluation:
 - a. Evidence for potential improvement in educational outcomes for youth involved with TPOP.
 - b. Analyses of TPOP growth and expansion in communities served by Clark County School District (CCSD) schools;
 - c. Evidence for potential educational and justice system cost-benefits of TPOP services.
2. These outcomes and analyses will be conducted through a collaborative effort between TPOP and the UNIVERSITY Office at UNIVERSITY. The collaborative effort between the two parties will be supported through data sharing, regular meetings, and discussion of analytical results. The Office is responsible for data analysis and statistical results (specifics listed below in further sections) and will present all findings to TPOP leadership in a monthly report and provide a final report by the deliverable date listed below.
3. These outcomes are described further in the sections below. Description is focused on clear definition of outcomes, data sources and analyses, and critical questions to be answered in the evaluation.

B. Outcomes

1. The goal of the evaluation is to provide a technical report and related informational graphics that can be used to demonstrate the impact of TPOP for community partners. Favorable evidence, given substantive empirical justification, can be used by TPOP personnel to (a) the impact of TPOP on critical educational outcomes that are positively influenced by the provision of wrap-around services, (b) the extent of TPOP's reach into the local community to prevent unwanted outcomes for youth in Clark County, (c) provide training or policy/procedure recommendations based on research findings.
2. The following sections describe the evaluation design and timelines, as well as explicate the data sources and analytic techniques for evaluation outcomes.

C. Evaluation Design

1. The evaluation will utilize a multiphase mixed methods (combination of qualitative and quantitative series designs) designed to meet the evaluation needs of TPOP that will retroactively span from October 1, 2020. The design includes phases that are outlined below. Data and outcomes from each phase will feed into the development of subsequent phases and contribute to refining analyses.
2. Phase 1 Data Discovery and Integration
 - a. Collaborative efforts between UNIVERSITY and TPOP leadership to extract existing data from the Tyler Enterprise system utilized by TPOP. A critical first step in evaluation will be to develop a clear understanding of the content, structure, and accessibility of existing TPOP data. Utilizing this knowledge will allow for the integration of TPOP data with data pulled from CCSD. This step of the process is reliant upon TPOP and CCSD to continue their data sharing agreement. Once data is made available from CCSD, TPOP data and CCSD data will be integrated through the construction of a data merge process. The data will be stored on a private device in a Zip file, each case will be de-identified using a mathematical code in which only the lead researcher will have access to. Data discovery, cleaning, and integration is a critical component of the process as it is the foundation for the trustworthiness of potential findings.
 - b. Extraction of data from the ongoing shared referral assignment list in which case managers use. This list is a main link between the CCSD and Tyler data systems and allows for the two other data extractions to be connected in statistical analysis software (including Excel, IBM SPSS and MAXQDA).
 - c. Extraction of qualitative data from Tyler data systems which include but is not limited, case notes, community navigator names and caseload information. Names will be removed from the data files as the first "data cleaning" task. This will be followed by a mathematical coding system that de-identifies the Tyler ID and the school ID. The coding system for this will be held by the lead researcher and not shared with anyone else for security purposes. This data will inform qualitative analysis on sub-research questions such as case note quality, community navigator success, which services are most frequently used, etc. These sub-research questions will help to expand and provide supplemental results for the main research outcomes listed above.
 - d. A collection of costs of services that TPOP provides to families will be gathered. This collection of information will be used to assist in creating and analyzing the cost benefit analysis.
3. Phase 2 Data analysis and visualization
 - a. Phase two is devoted to analyzing and triangulating data to produce evidence for the intended project outcomes. The qualitative data collected in phases 1 and 2 will be analyzed using a variety of approaches to carry out the desired objectives. Analyses for each objective are summarized in the section below. Activities in this phase statistical analysis of student level data to generate finding regarding educational outcomes, network analysis of TPOP's reach into the local community, and cost benefit comparisons of the programs services compared to traditional pathways through the juvenile justice system. Analyses will be conducted with integrity and only justifiable, objective evidence that can be used to substantiate the impact of TPOP will be utilized and presented.

- b. Additional analysis of qualitative results extracted from the data will help to further explain areas of success and areas in need of improvement for TPOP. The statical analysis of qualitative data will also help to analyze items such as community navigator success', family engagement with TPOP and services used which support the first outcome listed in section B.1.a.
- c. Further analysis in a mixed methods format will analyze demographic factors, TPOP effectiveness, and case note data to help further the ultimate goals of TPOP. These goals include community engagement and support, expansion of TPOP, and expansion of outreach programs.
- d. Analysis between academic success and attendance increases through TPOP will be conducted. This analysis might help show if TPOP is creating academic success outside of attendance rate success.

4. Phase 3 Reporting and Presentation of Deliverables

- a. This phase involves interpretation of the findings from the previous phases to generate evaluative reporting as framed by the evaluation objectives. Activities involve the creation of tables, charts, graphs, figures, and reports for deliverables. A technical report summarizing the process details of all three phases of the analysis, as well as the relevant findings and outcomes (estimated to be roughly 30-50 pages) will be generated. Information graphics related to all three of the outcomes will also be made available that can be utilized in presentations and other print and digital media. Finally, an executive summary outlining the major findings and recommendations will be provided.

D. Data Sources and Analyses

1. Objective #1 Evidence for potential improvement in educational outcomes for TPOP youth.
 - a. The ways and extent to which TPOP is helping to improve the educational outcomes of youth in the community is currently unclear. There are a multitude of way that TPOP may be helping students to succeed including but not limited to increased attendance, improved academic functioning, decrease in behavioral problems. Once data discovery and integration are complete, and we have full knowledge of the affordances of the data, a more concrete plan can be developed. Based on current knowledge of the data, several possibilities have been considered including interrupted time series of analysis of TPOP youth served (pre and post TPOP exposure), propensity score matching of youth served by TPOP and those who were not, as well as other advanced statistical and data mining techniques to detect potential patterns and associations in the data.
2. Objective #2 Analyses of TPOP growth and expansion of in-school services in communities served by CCSD schools
 - a. Evidence for objective 2 can determine the reach of TPOP into the local community. TPOP currently operates out of two locations within the community. Information about the youth served by TPOP, the schools attended by the youth served by TPOP, and the current partnerships CBE 606339-22 Interlocal Agreement Between the Clark County School District and Clark County for the Chronic Absenteeism Collaborative, will be utilized to develop network maps of the growth and reach of TPOP services. Networks will be nested in time demonstrating the rate and areas of development for TPOP services in the community. This data, in conjunction with impact data generated for objective 1, can be used to forecast the potential growth, related needs, and the impact of additional services and supports.
3. Objective #3 Evidence for potential educational and justice system cost-benefits of TPOP services
 - a. The potential cost benefit of providing chronic absenteeism services is currently being assessed. There are a multitude of ways that providing chronic absenteeism services can provide potential downstream savings by preventing educational problems, eliminating or reducing the cost of juvenile justice detention and probation services and increasing the likelihood of long-term outcomes such as graduation and gainful employment.

E. Timeline and Deliverables

Below are a schematic timeline of planned evaluation phases and a snapshot of deliverables associated with each phase. The timeline includes monthly check-ins with TPOP leadership and a final presentation to TPOP stakeholders and community partners. Overlap between phases built into the timeline.

1. Phase 1 Data discovery and Integration (May 1, 2024-July 31, 2024)
 - a. Initial meeting to overview Tyler data structure and data sharing agreements.
 - b. Follow up meeting access TPOP data for cleaning and coding from October 2020 to present.
 - c. Initial meeting to review CCSD data agreement and sharing processes.
 - d. Follow up meeting to access CCSD data for cleaning and coding.
 - e. Data integration on sight at UNLV with proper privacy/storage consideration in place.
 - f. Check in with TPOP Leadership to share integrated data file, structure, and variables.
 - g. First round of preliminary analysis will be provided.
2. Phase 2 (August 1, 2024 - February 28, 2025)
 - a. Analytic plan developed on site at UNLV to meet three objectives
 - b. Analytic plan presented to TPOP stakeholders for adjustment and approval
 - c. Analyses conducted on site at UNLV with proper privacy/storage consideration in place
 - d. Preliminary objective 1 analyses shared with TPOP leadership and results discussed.
 - e. Preliminary objective 2 analyses shared with TPOP leadership and results discussed.
 - f. Preliminary objective 3 analyses shared with TPOP leadership and results discussed.
 - g. Overall results presented to TPOP leadership and Stakeholders for refinement
3. Phase 3 (March 1, 2025 - April 30, 2025)
 - a. Technical reporting of data integration documented and completed
 - b. Technical reporting of analytic plan documented and completed
 - c. Technical reporting of results documented (de-identified data) and completed
 - d. Representative tables, graphs, and charts completed
 - e. Final technical report made available for review and comment
 - f. Limitations on our end would include access to the data from CCSD and from Tyler.
 - g. Edits to technical report completed based on stakeholder and community partner feedback
 - h. Final report and information graphic released for use.

F. Office of Youth Rights and Educational Justice (YREJ)

1. The YREJ Office at the UNIVERSITY is located in the College of Education and is directed by Dr. Rebecca Nathanson. The mission of the YREJ is to work collaboratively with university and community partners to address and advocate for the educational and legal rights of children and youth; and to conduct ongoing research aimed at maximizing the capabilities of children and youth in educational and legal settings. Mrs. Jennifer Fletcher is an employee of the YREJ Office and works on research projects related to juvenile justice and competency.

2. The YREJ has the experience and expertise to assist TPOP on this project and to meet the tight deadlines required for the grant renewal efforts. Mrs. Jennifer Fletcher, in particular, has been involved in TPOP for the past 4 and a half years. To adequately meet the needs of the project, the YREJ cost is \$33,333.33 spanning the performance period of May 1, 2024, through July 31, 2024. The budget includes effort for the YREJ Office to work on aspects of the project including reporting; data analyses, technical reports, executive summary and project management; as well as indirect costs to fund the cost of software and other project resources.

From August 1, 2024 through April 30, 2025 the cost will be \$66,666.67. The budget includes effort for the YREJ Office to work on aspects of the project including reporting; data analyses, technical reports, executive summary and project management; as well as indirect costs to fund the cost of software and other project resources.