

INTERLOCAL AGREEMENT FOR THRIVE BY ZERO TO THREE PREVENTION SERVICES

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this _____ day of _____, 2023 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and SOUTHERN NEVADA HEALTH DISTRICT, hereinafter referred to as "SNHD" for Thrive by Zero to Three Prevention Services.

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;

WHEREAS, NRS 432B.290(2)(m) authorizes an organization that has entered into a written agreement with an agency that provides child welfare services to provide assessments or services and that has been trained to make such assessments or provide such services; and

WHEREAS, pursuant to NRS Chapter 439, SNHD is the public health authority for Clark County, Nevada, and has jurisdiction over all public health matters therein; and

WHEREAS, the COUNTY, through its Clark County Department of Social Service, hereinafter referred to as COUNTY, desires to have the services of SNHD to assist COUNTY in preventing harm and neglect to children ages zero to three who have come to the attention of COUNTY, but do not meet the requirement of investigation; and

WHEREAS, SNHD has the expertise, qualifications and resources available, and has agreed to provide the resources necessary to prevent and/or mitigate the effects of child neglect and abuse intervention services to children as required.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth in Exhibit A - Scope of Work attached hereto.

ARTICLE II: TERM OF AGREEMENT

The term of this AGREEMENT shall be from July 1, 2022 through June 30, 2023.

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 will provide SNHD funds for goods and/or services provided as outlined in Exhibit A - Scope of Work, for the not to exceed amount of \$63,867.

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 as follows:

Clark County Social Service
Community Resources Management
1600 Pinto Lane
Las Vegas, Nevada 89106

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: Karen Schneider
Manager, Community Resource Management
1600 Pinto Lane
Las Vegas, Nevada 89106

To SNHD: Attention: Verallynn Oreywyler
Contract Administrator
280 S. Decatur Blvd.
Las Vegas, Nevada 89107

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 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 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 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 Exhibit A, 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.

SOUTHERN NEVADA HEALTH DISTRICT: COUNTY OF CLARK:

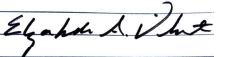
BY: 
FERMIN LEGUEN, MD, MPH
District Health Officer

BY: 
JAMES B. GIBSON, CHAIR
Clark County Commissioners

Approved as to form:

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

ATTEST

BY: 
LYNN MARIE GOYA
County Clerk

Approved as to form:
Steven Wolfson, District Attorney

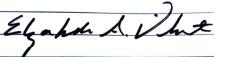
BY: 
ELIZABETH A. VIBERT
Deputy District Attorney

EXHIBIT A - SCOPE OF WORK

THRIVE BY ZERO TO THREE PROGRAM

AGREEMENT sets forth that SNHD proposes to prevent harm and neglect to children ages zero to three who have come to the attention of Clark County Department of Family Services (CCDFS), but do not meet the requirement of investigation, by providing prevention services and referrals to necessary resources through its Thrive by Zero to Three Program, hereinafter referred to as "PROGRAM".

The PROGRAM shall use objective needs assessment data, providing prevention services to prevent and/or mitigate the effects of child abuse and neglect for 20 families living in Clark County and referred by CCDFS. The PROGRAM will increase percent of children/infants enrolled who have a medical home to 80% to ensure continued growth /developmental and health monitoring and safety.

The services and support provided by SNHD include information parents/guardians can use to take care of themselves and their children such as: Parenting education, using the research-informed home visiting curriculum Partners for a Healthy Baby; Health and child growth and development education; Nutrition and feeding counseling, using the curriculum and WIC information; Healthy lifestyle choices; Home visits to assess needs and provide education, support and necessary referrals; Referrals to other essential services such as mental or behavioral health care services, medical homes, job/vocational training, and transportation. Referrals will be made to long-standing community partners such as WIC, East Valley Family Services, Boys Town, Olive Crest, Positively Kids, Nevada Partners, etc.

The PROGRAM shall measure family acceptance of preventative education and referrals; a secondary outcome will be to increase the percent of children/infants enrolled who have a medical home to 80%. Having a medical home helps ensure the provision of preventative health services through well and sick child visits in which growth/development, illness and injury can be assessed and addressed. Education regarding growth/development and child safety is also provided by medical homes.

PROGRAM funds shall be used to pay for the Community Health Worker who will provide the direct face-to-face education and client navigation services. The paid position will be assigned to an internal staff member at the SNHD. The position will be responsible for educating, coordinating, and linking services for enrolled families and their children, including assessment of client risk factors; addressing toxic stress and delivering trauma-informed care; focusing on prevention and health promotion by providing a standard curriculum and interventions such as safe sleep education and resources.

SNHD shall provide services during the AGREEMENT fiscal year 2022/2023, as outlined in Attachment 1, "Expenditures Eligible for Reimbursement".

SNHD shall provide all services, including personnel and materials, to operate and manage the PROGRAM in accordance with Attachment 2, "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Attachment 2, must receive prior written approval of the COUNTY.

SNHD shall provide client usage records to the Social Service Department of COUNTY on a quarterly basis during the fiscal year beginning July 1, 2022 and ending June 30, 2023. These reports will contain, but are not limited to, the information contained in Attachment 3 "Quarterly Progress Report", to COUNTY, including any narrative report to delineate the benefit realized by COUNTY for PROGRAM Support.

ATTACHMENT 1

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

SOUTHERN NEVADA HEALTH DISTRICT

FOR THRIVE BY ZERO TO THREE

Fiscal Year 2022/2023 County Outside Agency Grant Funds

The following items may be paid with the Clark County General Funds, not to exceed \$63,687:

General Administration/Operations	\$ 400
Direct Services to County Residents	\$ 63,467
TOTAL	\$ <u>63,867</u>

ATTACHMENT 2

OBJECTIVES

THRIVE BY ZERO TO THREE

Program Year 2022/2023

1. The Objectives of the PROGRAM shall be to:
 - Serve 20 families with children 0-3 years identified by CCDFS, but do not meet the requirement of investigation to prevent/mitigate the effects of child neglect/abuse through client screening, education, and navigation services;
 - Increase percent of children/infants enrolled who have a medical home to 80% to ensure continued growth/developmental and health monitoring and safety.
2. SNHD shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this AGREEMENT for a period of four (4) years.
3. SNHD shall provide to COUNTY written notice of any PROGRAM changes during the fiscal year for which COUNTY funds are allocated under the provisions of this AGREEMENT.
4. SNHD shall give priority attention to referrals for service for COUNTY-identified clients.

ATTACHMENT 3
PERFORMANCE MEASUREMENT
QUARTERLY REPORT TO CLARK COUNTY

Reflecting Months: Year:

AGENCY: SOUTHERN NEVADA HEALTH DISTRICT
PROGRAM: THRIVE BY Zero to Three

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Serve 20 families with children 0-3 years identified by CCDFS, but do not meet the requirement of investigation to prevent/mitigate the effects of child neglect/abuse through client screening, education, and navigation services	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
Increase percent of children/infants enrolled who have a medical home to 80% to ensure continued growth/developmental and health monitoring and safety	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

NARRATIVE REPORT: (login to ZoomGrants at <https://www.zoomgrants.com/login/> to upload report as part of your Quarterly reports due: 10/10/2022; 01/10/2023; 04/10/2023; and 07/10/2023.)

Information on how to submit the Performance Measurement Quarterly Report can be found at <https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be> for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.