

CBE NO. 606087-21

INTERLOCAL AGREEMENT

THRIVE BY ZERO TO THREE PREVENTION SERVICES

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this _____ day of _____, 2022 by and between CLARK COUNTY, Nevada, on behalf of the Department of Family Services, 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;

WHEREAS, SNHD is the public health authority for Clark County, Nevada, organized pursuant to NRS Chapter 439, and governed by the Southern Nevada Health District Board of Health;

WHEREAS, the County, through its Clark County Department of Family Services, hereinafter referred to as CCDFS, desires to have the services of SNHD to assist CCDFS in preventing harm and neglect to children ages zero to three who have come to the attention of CCDFS, 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

SNHD will provide goods and/or services set forth in Exhibit A - Scope of Work attached hereto as project action.

ARTICLE II: TERM OF AGREEMENT

The term of this AGREEMENT shall be from date of award through September 30, 2022. Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) 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 Exhibit A, Scope of Work, for not to exceed amount of \$150,000, based on approved budget appropriations.

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:

DFS Fiscal Unit
500 S. Grand Central Parkway, 5th floor
Las Vegas, Nevada 89155

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: Department of Family Services
Attention: Administrator of Human Services
121 South Martin Luther King Boulevard
Las Vegas, Nevada 89106

To SNHD Southern Nevada Health District
Attention: Veralynn Orewyler
Contract Administrator, Legal Department
280 South Decatur Boulevard
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.

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

SNHD
SOUTHERN NEVADA HEALTH DISTRICT

COUNTY
CLARK COUNTY, NEVADA:

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
TO PROVIDE THRIVE BY ZERO TO THREE PREVENTION SERVICES

I. RESPONSIBILITIES OF SNHD

SNHD shall:

- A. Provide prevention services using a home visiting model to include services such as parent education, parent and child skill development, and supportive relationships and networks for families who have children ages zero to three who may be in danger of becoming victims of child abuse and neglect ("Services");
- B. Participate in training related to recognizing possible abuse and neglect;
- C. Have regular contact with and alert COUNTY to needed Child Welfare intervention to prevent serious neglect/abuse from occurring to these most vulnerable youth;
- D. Accept a minimum of 35 referrals from COUNTY per month;
- E. Provide services to all referred families voluntarily accepting the offer of Services;
- F. Provide feedback to COUNTY on attempted/actual contact with identified families, assessment of the need of families to accept and receive supportive services, including but not limited to, parenting education and skill development, vocational assistance, access to medical/community resources for physical, emotional, mental and financial stability, and identifying supportive relationships and networks to ensure the safety of children ages zero to three;
- G. Meet monthly with COUNTY to discuss cases with barriers to receiving supportive services or who may need specific or additional supports not previously identified, including evidence to support a COUNTY investigation;
- H. Provide COUNTY with monthly statistics;
- I. Have Criteria and Referral documentations; and
- J. Invoice COUNTY on a monthly basis to include documentation of number of hours for families served and services provided.
- K. Keep any client data and information received or obtained about foster youth participants confidential to anyone outside of this project consistent with NRS 432B.280 through NRS 432B.290 and the federal Child Abuse Prevention and Treatment Act (CAPTA).

II. RESPONSIBILITIES OF COUNTY

COUNTY shall:

- A. Provide eligibility criteria for services. Based on criteria, COUNTY staff shall identify and refer to SNHD any youth ages zero to three who have been brought to the attention of COUNTY, and do not meet the requirement of investigation, but who demonstrate the need for support services to prevent the possibility of future abuse/neglect;
- B. Ongoing support/technical assistance as requested by SNHD;
- C. Meet monthly with SNHD to discuss cases with barriers to receiving supportive services or who may need specific or additional supports not previously identified;
- D. Have Criteria and Referral documentations; and
- E. Create a monthly Meeting Agenda.

III. PRICE & PAYMENT

COUNTY agrees to pay SNHD based on approved budget appropriations as shown in Section V of this Scope of Work.

IV. BACKGROUND CHECKS

- A. SNHD agrees that the COUNTY shall complete a background check on all employees, volunteers, mentors or contracted staff engaged in providing services under this SOW within thirty (30) days of the execution of this SOW and prior to any direct contact with children.
- B. SNHD will provide COUNTY with a list of Employee(s) assigned to perform the task outlined in this SOW. This list shall be e-mailed and scheduled with the COUNTY's Human Resources at DFShumanresources@clarkcountynv.gov.
- C. A complete background check will include having the individual's information (i.e. fingerprints) searched through the following databases:
 - a) NCIC (National Crime Information Center),
 - b) NCJIS (Nevada Criminal Justice Information System)
 - c) SCOPE II (Shared Computer Operation for Protection and Enforcement), and
 - d) CANS (Child Abuse and Neglect Search in Nevada and in any state the employee has resided during the last (5) years).
- D. COUNTY requires that SNHD or an employee of SNHD shall not have any of the criminal convictions, charges or pending charges outlined in Attachment 1.
- E. Failure to complete background checks on all employees engaged in providing services under this AGREEMENT will result in suspension of services and or termination of agreement.

V. BUDGET

Personnel Cost	Not to exceed \$150,000
TOTAL	Not to exceed \$150,000

ATTACHMENT 1

Certification of Compliance with Background Check Requirements

COUNTY requires that a provider of services to children in the custody of the Clark County Department of Family Services ("DFS") or a provider's employee or agent are subject to an adequate background check¹ to ensure that the provider and/or provider's employees or agents who come in contact with children referred by DFS do not have any of the criminal convictions, charges or pending charges for any of the following:

1. Murder, voluntary manslaughter, involuntary manslaughter or mayhem;
2. Any felony involving the use or threatened use of force or violence or the use of a firearm or other deadly weapon;
3. Assault with intent to kill or to commit sexual assault or mayhem;
4. Battery which results in substantial bodily harm to the victim;
5. Battery that constitutes domestic violence that is punishable as a felony;
6. Battery that constitutes domestic violence, other than a battery described in subparagraph (5), within the immediately preceding 3 years;
7. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or an offense involving pornography and a minor;
8. A crime involving pandering or prostitution, including, without limitation, a violation of any provision of NRS 201.295 to 201.440, inclusive;
9. Abuse or neglect of a child, including, without limitation, a violation of any provision of NRS 200.508 or 200.5083 or contributory delinquency;
10. A violation of any federal or state law regulating the possession, distribution or use of any controlled substance or any dangerous drug as defined in chapter 454 of NRS;
11. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance that is punishable as a felony;
12. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance, other than a violation described in subparagraph (11), within the immediately preceding 3 years;
13. Abuse, neglect, exploitation, isolation or abandonment of older persons or vulnerable persons, including, without limitation, a violation of any provision of NRS 200.5091 to 200.50995, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct; or
14. Any offense involving arson, fraud, theft, embezzlement, burglary, robbery, fraudulent conversion, misappropriation of property or perjury within the immediately preceding 7 years; or
15. In addition, the provider must check, "Statewide Central Registry" means the Statewide Registry for the Collection of Information Concerning the Abuse or Neglect of a Child established by NRS 432.100. to determine whether there has been a substantiated report of child abuse or neglect made against the employee or agent of provider.

¹ An adequate background check includes having the person's information (i.e. fingerprints) searched through the following databases: NCIC (National Crime Information Center) NCJIS (Nevada Criminal Justice Information System), SCOPE II (Shared Computer Operation for Protection and Enforcement), and CANS (Child Abuse and Neglect Search in Nevada and in any other state where the provider or provider's employee or agent has resided during the last five (5) years).