

CBE NO. 606406-22

**INTERLOCAL AGREEMENT FOR CHILD DEATH REVIEW – DATA
COLLECTION, COORDINATION & ANNUAL REPORT**

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 BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION on behalf of UNIVERSITY OF NEVADA, LAS VEGAS, hereinafter referred to as "UNLV" for Child Death Review – Data Collection, Coordination & Annual Report.

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:

PURPOSE

The purpose of this project is to provide support to the COUNTY as it conducts its mission to prevent the deaths of COUNTY'S children through a thorough multi-disciplinary team review. UNLV currently has a contract with the State Division of Child and Family Services to provide the basic data collection and entry which is required for state reporting into the National Center for Child Death Review's online data reporting system. This contract is intended to provide continued additional support, as recommended by the Clark County Office of Organization Effectiveness, in the form of team coordination and management, as well as data collection and entry for a comprehensive statistical analysis of child deaths in Clark County. A crucial component of the review process is data collection and reporting. Without quality data, it is difficult to identify patterns in child fatalities which could lead to prevention initiatives. Collecting data will help the team to see the bigger picture surrounding child fatalities in Clark County and assist in developing data-driven, community-based prevention initiatives. Reporting data is more than just writing a report. It involves the input from team members in identifying kinds of cases to focus on and asking questions of the data collected, and providing feedback on the draft report. Developing a COUNTY report using the team's collective information and knowledge will ensure a product of which the COUNTY can be proud.

PROJECT OBJECTIVES

RESPONSIBILITIES OF UNLV:

Monthly Agenda Preparation

The UNLV will prepare the COUNTY'S Child Death Review ("CDR") team's meeting agenda each month. This process includes reviewing a list of all deaths from the Coroner's Office and screening them for mandatory reviews, creating the agenda and coversheets – including case summaries, and distributing the agenda to the core and at-large team members each month via email no less than one week before the meeting. Members shall be responsible for bringing copies of the agenda to each meeting, as well as maintaining confidentiality – including shredding agendas after each meeting.

Team Coordination

The UNLV will provide limited general coordinating and oversight functions for the COUNTY'S CDR Team, including: updating the policy manual as needed, providing updates to team members, advising the team of potential prevention activities based on the data, maintaining team member lists and attendance records, and other coordinating functions as deemed appropriate by the team and UNLV.

Data Collection and Management

UNLV staff will attend the COUNTY meeting each month to collect data about the team’s cases and collect case-specific recommendations for prevention during the review process. UNLV will enter the Team’s data into a supplemental database that houses the same data collected by the state, but also includes additional information available from the review process. This database allows for more complex data analysis to be conducted and also allows UNLV staff to clean and compile the data into a useable format.

Annual Statistical Report

For COUNTY Team, UNLV will utilize the county data to conduct a comprehensive data analysis and write a statistical report for COUNTY. The report will provide demographic data and a statistical analysis of all of the 2022 child death cases reviewed by the team. The report will also include comparison data from child death cases reviewed by the team in previous years as appropriate.

Report Distribution

The UNLV will distribute the COUNTY CDR Annual Report in collaboration with the CDR Team and the County Manager’s Office. UNLV will make the report available in electronic format, but will not be responsible for printing/binding reports for distribution.

ARTICLE II: TERM OF AGREEMENT

The initial term of AGREEMENT shall be from July 1, 2022 through June 30, 2023, with the option to extend for 4, one-year option(s).

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 UNLV 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 UNLV for goods and/or services described in the Scope of Work not to exceed the amount of \$159,090 – based on but are not limited to personnel salary, fringe, and operating supplies.

Budget Category	
Direct Cost (Salary, Fringe, Operations, etc)	
Indirect Cost	
Total Amount Not to Exceed (for the duration of the Agreement)	\$159,090

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

Invoices shall be submitted via email to:

Administrative Services at: sxr@ClarkCountyNV.gov

UNLV must notify COUNTY in writing of any changes to UNLV 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 UNLV 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 UNLV. Services specified in this AGREEMENT shall not be subcontracted by UNLV 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: Administrator of Human Services
Clark County Department of Family Services
500 S. Grand Central Parkway, 5th Floor
Las Vegas, Nevada 89155

To UNLV: Attention: Lori M. Ciccone, Executive Director
Office of Sponsored Programs
University of Nevada Las Vegas
4505 S Maryland Parkway, Box 451055
Las Vegas, Nevada 89154

ARTICLE IX: POLICIES AND PROCEDURES

UNLV 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 UNLV.

ARTICLE X: INSURANCE

UNLV agrees to maintain, at its own expense, general liability and required insurance coverage, 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 the State of Nevada.

ARTICLE XIII: SUSPENSION AND TERMINATION

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

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

BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER
EDUCATION on behalf of UNIVERSITY OF NEVADA,
LAS VEGAS:

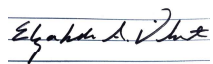
BY: 
LORI M. CICCONE
Executive Director, Sponsored Programs

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney


BY: _____
ELIZABETH A. VIBERT
Deputy District Attorney