

CETS #:	22424
Agency Reference #:	YPB Sober Living

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Department of Health and Human Services Division of Child and Family Services
Address:	4126 Technology Way, 3rd Floor
City, State, Zip Code:	Carson City, NV 89706
Contact:	Sharon Knigge
Phone:	775-684-7952
Fax:	775-684-4455
Email:	contracts@dcfs.nv.gov

Public Entity #2:	Washoe County Human Services Agency – Crossroads Program
Address:	350 S. Center Street
City, State, Zip Code:	Reno, NV 89501
Contact:	Steve McBride
Phone:	775-785-8600
Email:	smcbride@washoecounty.us

WHEREAS, NRS 277.180 authorizes any one or more 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; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*. Contract is subject to Board of Examiners' approval (anticipated to be December 2019)

Effective From:	December 13, 2019	To:	November 30, 2023
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND CONTRACTOR'S RESPONSE
ATTACHMENT B:	CONFIDENTIALITY ADDENDUM
ATTACHMENT C:	YOUTH PAROLE SERVICES FISCAL INFORMATION

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

\$375	per	Month, per youth entered in program
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Total Contract or installments payable at:	Upon receipt and approval of invoice(s)
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Total Contract Not to Exceed:	\$360,000
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT**

- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

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- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

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18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

_____	_____	_____
Public Entity #1 Authorized Signature	Date	Title
_____	_____	Administrator, Division of Child and Family Services
for Ross Armstrong	Date	Title
_____	_____	Director, Department of Health and Human Services
for Richard Whitley	Date	Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

Leanne M. Spencer
Deputy Attorney General for Attorney General

On: 10/2/19
Date



WASHOE COUNTY

HUMAN SERVICES AGENCY

CHILDREN'S SERVICES
350 SOUTH CENTER STREET
PO BOX 11130
RENO, NEVADA 89502-0027
PHONE: 775.785.8600
FAX: 775.785.8648
www.washoecounty.us

July 1, 2019

Department of Child & Family Services
4126 Technology Way
Carson City, Nevada 89706

To Whom It May Concern:

Washoe County Human Services Agency, through their CrossRoads Program, provides a sober living environment with supportive services such as pro-social activities, classes and other associated services.

CrossRoads is a Human Services Agency (HSA) lead initiative providing a tiered/modified housing first approach, through effective programming, services and community collaboration. The program works to identify, intervene and stabilize highly complex individuals in Washoe County who are generally homeless and may be suffering from a substance use disorder, mental health condition or both.

Housing services include basic needs including toilet paper, bedding, towels, toothpaste, toothbrush, and other basic toiletries for an individual during the time period the individual is in supportive housing. Food will be the responsibility of the individual.

Supportive services include prosocial activities consistent with the best practices, transportation to activities, daily alcohol testing and one weekly drug test.

The all-inclusive rate is \$375 per person per month. The monthly rate is not prorated.

Sincerely,

Steve McBride, Division Director
Washoe County Human Services Agency



ATTACHMENT B

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES (DCFS)

CONFIDENTIALITY ADDENDUM

BETWEEN

Division of Child and Family Services
Hereinafter referred to as "Division"

and

Washoe County Human Services Agency – Crossroads Program
Hereinafter referred to as "Contractor"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Division and Contractor.

WHEREAS, Contractor may have access, view or be provided information, in conjunction with goods or services provided by Contractor to Division that is confidential and must be treated and protected as such.

NOW, THEREFORE, Division and Contractor agree as follows:

1. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in context in which they first appear.

- 1.1. **Agreement** shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.
- 1.2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
- 1.3. **Contractor** shall mean the name of the organization described above.
- 1.4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

2. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Division or created by Contractor from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause 6.

3. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Division for any purpose other than as permitted by Agreement or required by law.

ATTACHMENT B

4. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose information accessed, viewed or provided from Division for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or other agreement.

5. USE OR DISCLOSURE OF INFORMATION

Contractor may use information as stipulated in the primary inter-local or other agreement if necessary for proper management and administration of Contractor; to carry out legal responsibilities of Contractor, and to provide data aggregation services relating to health care operations of Division. Contractor may disclose information if:

- 5.1. The disclosure is required by law; or
- 5.2. The disclosure is allowed by the inter-local; or other agreement to which this Addendum is made a part; or
- 5.3. The Contractor has obtained written approval from the Division.

6. OBLIGATIONS OF CONTRACTOR

- 6.1. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Contractor and are contained in Agreement.
- 6.2. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
- 6.3. **Reporting Improper Use or Disclosure.** Contractor will immediately report in writing to Division any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
- 6.4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, Contractor will return or destroy all confidential information created or received by Contractor on behalf of Division. If returning or destroying confidential information at termination of Agreement is not feasible, Contractor will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Contractor maintains will not be used or disclosed.

IN WITNESS WHEREOF, Contractor and the Division have agreed to the terms of the above written Addendum as of the effective date of the inter-local or other agreement to which this Addendum is made a part.

ATTACHMENT C – YOUTH PAROLE SERVICES FISCAL INFORMATION

1. FISCAL INFORMATION

- 1.1. Vendor shall maintain fiscal records as necessary to correspond with the contractual rate when audited and how funds provided by this contract have been disbursed.
- 1.2. Vendor shall submit cost information in the prescribed format with requested by the Division of Child and Family Services (DCFS).
- 1.3. Vendor agrees to use the same name and address on billings that is listed on the contract to prevent rejection of voucher by the DCFS fiscal unit.
- 1.4. Vendor agrees to notify the DCFS contract manager immediately, in writing, if/when a name and/or address change occurs.
- 1.5. Vendor must maintain adequate financial resources to operate all aspects of vendor's respective services for a period of no less than sixty (60) working days. In the event of insolvency, or the like, a written notification must be immediately submitted to DCFS in an effort to limit interruption of service(s) to applicable youth. DCFS reserves the right to postpone and/or terminate any and all services with vendor in the event of vendor insolvency, as needed, to prevent interruption in services to applicable youth.

2. BILLING REQUIREMENTS

2.1. Service Authorization

2.1.1. Prior authorization is required for all services performed under this contract, as detailed in the Scope of Work and Contractor's Response (Attachment A). Prior authorization bill be issued via a Service Authorization Form, signed by the applicable DCFS representatives noted on the form.

2.1.2. Services outside of the prior authorized services identified on the Service Authorization Form will not be eligible for payment, including an excess in the number of units authorized for each service.

2.2. Vendor will submit an accurate invoice within thirty (30) days from the end of the month that the services were rendered. special considerations will be made at the discretion of DCFS, for services billed to Medicaid but denied by Medicaid for reasons out of the vendors' control.

2.2.1. It is the vendor's responsibility to notify Youth Parole Services immediately upon becoming aware that authorized services were denied by Medicaid.

2.2.2. It is the vendor's responsibility to provide proof that eh services in question were requested by Youth Parole Services, properly billed to Medicaid and denied by Medicaid. The Medicaid denial reason must be provided with all applicable invoices.

2.2.3. Invoices for services denied by Medicaid due to the failure of the vendor to properly bill Medicaid will be denied Youth Parole Services. This can include, but is not limited to, a failure to submit required or requested documentation to Medicaid, or a failure to submit required documentation to Medicaid within Medicaid's timelines/deadlines.

2.3. All invoices shall be submitted to the corresponding address listed on the first (1st) page of the contract or as otherwise directed by DCFS fiscal unit.

2.4. Vendor will not be paid for services that are not properly invoiced in accordance to the rates outlined in this contract.

ATTACHMENT C – YOUTH PAROLE SERVICES FISCAL INFORMATION

- 2.5. All accurate invoices will be processed within thirty (30) days from receipt of invoice into the DCFS fiscal unit.
- 2.6. All services are to be clearly identified on the invoice by service title, youth's full and complete name, date(s) of service, billing unit and quantity.

3. VENDOR RESPONSIBILITIES

- 3.1. All services are not to exceed the approved and posted rate(s) at the time of service.
- 3.2. The vendor shall work with the Contract Monitor, or designee, to ensure they will not exceed the contracted consideration in section 7 of contract for authorized services.
- 3.3. DCFS reserves the right to deny payment that would result in the cumulative state fiscal year total exceeding the contracted consideration in section 7 of contract for authorized services.
- 3.4. Vendor shall receive Service Authorizations prior to any services rendered. all invoices must be accompanied by specific Service Approvals. Vendor will not be paid for any services that do not have a properly authorized Service Authorization.