

INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES

An Agreement Between Washoe County, a Political Subdivision of the State of Nevada
Acting By and Through Its Human Services Agency

and

The STATE of NEVADA DEPARTMENT of HEALTH and HUMAN SERVICES, DIVISION of CHILD and
FAMILY SERVICES

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform;

WHEREAS, it is deemed that the action as hereinafter set forth between the parties is 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 Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. AGREEMENT TERM. This Agreement shall be effective for one (1) year upon approval and shall renew annually without intervention until terminated by any party as set forth in this Agreement.
3. TERMINATION. This Agreement may be terminated by any party at any time, provided that a termination shall not be effective until 60 days after a party has served written notice upon the other parties. This Agreement may be terminated by mutual consent of all parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
4. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
5. INCORPORATED DOCUMENTS. The parties agree that the scope of the cooperative action shall be specifically described; this Agreement incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: DATA USE

6. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Agreement are also specifically a part of this Agreement and are limited only by their respective order of precedence and any limitations expressly provided.
7. INSPECTION & AUDIT.
 - a. Books and Records. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully

disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

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 other party, 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 Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. 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.

8. **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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

9. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.

10. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed 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.

11. **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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

12. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

13. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law or this Agreement, 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 Agreement), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Agreement shall be the joint property of both parties.

14. 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.

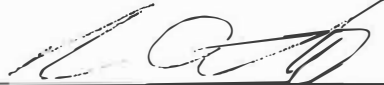
15. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

16. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in paragraph (5).

17. GOVERNING LAW; JURISDICTION. This Agreement 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 jurisdiction of the Nevada district courts for enforcement of this Agreement.

18. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

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

_____	_____		<u>1/25/19</u>
	Date	Nevada Department of Health and Human Services	Date
_____	_____	_____	_____
	Date	Chairman Board of County Commission	Date
_____	_____	_____	_____

_____	_____	Approved as to form by:	
_____	_____		<u>1/30/19</u>
	_____	Deputy Attorney General for Attorney General	Date

ATTEST:

County Clerk

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County Clerk

ATTACHMENT A: DATA USE

PURPOSE: For Washoe County Human Services Agency (County) to electronically extract specified data from the NEVADA DEPARTMENT of HEALTH and HUMAN SERVICES, DIVISION of CHILD and FAMILY SERVICES (DCFS) data warehouse for automatic upload into the Washoe County Human Services Agency PRIME system.

County Shall:

- a. Provide DCFS with documentation which verifies the vendor meets or exceeds baseline Cloud Hosting Information Security standards:
<http://it.nv.gov/uploadedFiles/ITnv.gov/Content/Governance/dtIs/Standards/134CloudHosting.pdf>
- b. Provide DCFS with documentation detailing project requirements, including a detailed list of data elements and attributes requested by the PRIME vendor which will be used to populate the cloud-based solution.
- c. Access the DCFS data warehouse for Child Welfare data using existing credentials issued by DCFS to County.
- d. With the assistance of Washoe County Technology Services, create the electronic data extract routine which ensures only Washoe County data is extracted.
- e. Provide DCFS with a list of data sources used to create data extract file.
- f. Provide DCFS with data extract files along with detailed descriptions of data elements, logic used to select appropriate data, and SQL statement used to create the file.
- g. Require employees or consultants of County to agree to the use the extracted data for the purposes of this agreement only.
- h. Notify DCFS if County becomes aware of any unauthorized disclosure or other unauthorized use of the data.

DCFS Shall:

- a. Provide authenticated access to the DCFS data warehouse used for reporting purposes.
- b. Inform County when there are changes to the UNITY Information System and its data warehouse.
- c. Notify County if DCFS becomes aware of any unauthorized disclosure or unauthorized use of data according to Nevada Information Security policies.
- d. Provide County the conditional selection criteria for the data extract routine which ensures only Washoe County data is extracted.