

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between Washoe County, Nevada
Acting by and through its

Public Entity #1:	Washoe County Department of Alternative Sentencing
Address:	1530 East 6th Street
City, State, Zip Code:	Reno, NV 89512
Contact:	Andrew Sherbondy
Phone:	
Fax:	
Email:	asherbondy@washoecounty.gov

Public Entity #2:	Washoe County Human Services Agency
Address:	350 S. Center Street
City, State, Zip Code:	Reno, NV 895001
Contact:	Brandi Johnson and Lauren Soulam
Phone:	
Fax:	
Email:	bajohnson@washoecounty.gov; lsoulam@washoecounty.gov; HSA-Contracts@washoecounty.gov

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. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	October 1, 2023	To:	September 30, 2027
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3. **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shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
4. **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.

5. **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 DELIVERABLES
ATTACHMENT B:	PAYMENT TERMS

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.

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

Total Contract or installments payable at:	\$400 per participant per month, or \$13.15 per day if participant is not at the program for a full month
Total Contract Not to Exceed:	\$96,000

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.

7. **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.

8. **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.
- 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.

9. **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.
10. **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.

11. **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.
12. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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).

21. **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*.
22. **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 Washoe County, Nevada for enforcement of this Contract.
23. **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.

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


Justin Roper
Chief Alternative Sentencing Officer,
Department of Alternative Sentencing

4/9/24
Date


Ryan Gustafson
Director, Human Services Agency

4/11/24
Date

Mark Stewart
Purchasing & Contracts Manager, Washoe County

Date

ATTACHMENT A: SCOPE OF WORK AND DELIVERABLES

The Department of Alternative Sentencing (DAS) Support in Treatment, Accountability and Recovery (STAR) Program is a community-based diversion treatment program which connects its participants (individuals on probation or pre-trial supervision who also struggle with an Opioid Use Disorder) with community-based recovery support services with the primary goals of keeping individuals out of incarceration and reducing recidivism rates amongst this population.

The purpose of this interlocal contract is to provide an alcohol and drug free environment with programming for at least five (5) individuals enrolled in the DAS STAR program, to include pro-social activities, classes and other associated services.

Washoe County Human Services Agency (WCHSA), through CrossRoads program, agrees to provide/make available the following services:

1. Housing will 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 supporting housing. Food will be the responsibility of the individual.
2. An induction phase of the program lasting on average 30 days where the individual is restricted to the property with the exception of a professional services. During this period, individuals are restricted from using social media, can only utilize the phone under supervision, and cannot have visitors with the exception of prearranged child visitation.
3. Programming cost includes transportation and expenses associated with other pro-social activities, to include daily on-site alcohol testing and random on-site drug testing.
4. CrossRoads Supportive Housing Management and/or designated RISE staff will notify DAS of any positive drug screen collected via email or telephone. All positive urinalysis tests will be submitted to Sober24 for laboratory analysis, located at 1530 E. 6th Street, Reno, NV.
5. CrossRoads Case Managers will provide status reports on each participant no later than the 1st and 15th of each month that include: the participant's overall progress in the program, adherence to the program structure, accomplishments, attendance, challenges, and any other identified case management needs. In the event the participant has significant program violation, DAS will be informed within 24 hours of its occurrence.

Program Measurable Outcomes

Measurable Outcome: WCHSA will track and monitor STAR participant enrollment at CrossRoads, record cooperation and compliance data with CrossRoads programming, and report any probation compliance issues that occur to DAS.

Tracking Mechanism: WCHSA will utilize their internal electronic health record (EHR) system to document and track enrollment and case management of STAR participants enrolled into CrossRoads programming.

Monthly Progress Reports: WCHSA will provide a monthly report on activities, to be submitted to DAS by the 15th of the month following each month of service. The final monthly program report and annual progress report are to be submitted to DAS no later than 45 days following the final month of the grant period.

Failure to submit timely reports may affect future funding to the organization.

ATTACHMENT B: PAYMENT TERMS

The Washoe County Department of Alternative Sentencing will provide financial support through the STAR program sub-award for these services in an amount not to exceed \$96,000.00 (anticipated to be, on average, \$24,000.00 per year) for the 4-year grant term of the contract.

1. WCHSA must submit an invoice for payment by the 10th of each month to the Department of Alternative Sentencing via email to nschauwecker@washoecounty.gov. Invoices will include:
 - a. A unique invoice number
 - b. The corresponding DAS program per participant
 - i. DAS STAR Program
 - c. Defendant(s) name
 - d. The cost of service by date as well as date(s) of service
2. Monthly costs inclusive of room, board, supervision, behavior change programing, case management, and transportation assistance for CrossRoads program participants is, on average, \$1,996.94 per participant/ per month. For the purpose of this agreement, DAS will reimburse HSA at the rate of \$400.00 per participant/ per month or \$13.15 per day if participant is not at the program for a full month for the purpose of assisting in covering a portion of the cost of the CrossRoads program.
3. Both parties agree to ensure that supplanting of federal funding or double billing of any federal and/ or state contracts will not, under any circumstances, occur through this agreement.
4. In the event DAS is unable to appropriate or budget funds for the purposes as specified in this Agreement, the Provider hereby agrees to cancel this Agreement. DAS agrees to provide not less than fifteen (15) days written notice to the Provider in the event this situation should occur. DAS shall compensate the Provider for all services rendered on the prorated basis within the 15-day period.
5. DAS agrees to provide timely support and intervention when requested or needed with regard to referred participants who are demonstrating non-pro social behaviors, noncompliance with program rules, structure and norms, or illegal/criminal behaviors.

CrossRoads Supportive Living Community and Case Management Team shall inform clients that the usual and customary client confidentiality has limitations due to the nature of DAS's involvement with the client through the STAR program and responsibility for payment. The client must sign a release of information to DAS prior to CrossRoads participation. DAS agrees to share all relevant client background and evaluations on file to assist the CrossRoads multi-disciplinary team. Records of compliance with the CrossRoads Program will be shared with DAS throughout the client's participation at CrossRoads Program. All attendance records obtained prior to a revocation will remain available to DAS.

Determination of suitability for enrollment in services through the CrossRoads Supportive Living Community for STAR program participants shall be at the discretion of CrossRoads program staff.

While STAR program participants will receive preferential placement for the five (5) bed commitment detailed in this agreement, these enrollments will be filled on an as needed, as available basis, and in no way require the CrossRoads Supportive Living Community to maintain a five (5) bed vacancy for the duration of this agreement.

Presumptively positive urinalysis tests collected from STAR participants while engaged in services with the CrossRoads Supportive Living Community shall be subject to laboratory analysis through the Department of Alternative Sentencing and Sober24, at no cost to the CrossRoads program.

The parties agree to cooperate to mutually develop, and report data related to client identification and referral, tracking, follow-up, evaluation, performance measures and client outcome. In order to provide a mechanism for on-going evaluation, review and discussion of operational issues, the parties agree to meet on a regular basis to discuss issues related to the implementation of this agreement.

The parties agree to provide supervision and oversight of personnel from their agencies who are assigned to the DAS STAR program and CrossRoads partnership, to make reasonable efforts to provide vacation coverage, and to ensure that all staff members assigned are evaluated on an annual basis by their own agencies for competency.

The parties agree to document the value of in-kind contributions and provide data to the DAS STAR Program as needed to assist in fund development.

The parties agree to ensure that all employees assigned to the DAS STAR Program and CrossRoads partnership conduct themselves in a courteous manner and do not interfere with the orderly operation of the STAR Program partnership or any of the agencies.

Monthly Billing Reports: Billing reports are to be submitted to DAS by the 10th of the month for services provided in the prior month.

Annual Progress Report (APR): The final monthly billing report and the annual progress report are to be submitted to DAS no later than 45 days following the final month of the grant period.

Failure to submit timely reports may affect future funding to the organization.