



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE: June 22, 2017**

RE: *Southern Nevada Geographic Information Interlocal Contract between Southern Nevada Health District and County of Clark, State of Nevada*

PETITION #16-17

That the Southern Nevada District Board of Health *approve the Southern Nevada Geographic Information Interlocal Contract between the Southern Nevada Health District and the County of Clark, State of Nevada for basic GIS services, including spatial and tabular data, digital imagery and aerial datasets.*

PETITIONERS:

Jason Frame, IT Manager *JF*
Andrew J. Glass, FACHE, MS, Director of Administration *AG*
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer *JP*

DISCUSSION:

This is an Interlocal agreement based on NRS 277.180, by and amongst Clark County, the cities of Las Vegas, Henderson, North Las Vegas, Boulder City and Mesquite, Southern Nevada Health District, Clark County Water Reclamation District, Clark County School District, Las Vegas Metropolitan Police Department, Las Vegas Valley Water District, Clark County Regional Flood Control District, and the Clark County Regional Transportation Commission.

FUNDING:

Annual Funding Fee: \$8,000
Total Estimated Total for 5 Year Lease Agreement: \$40,000

**SOUTHERN NEVADA
GEOGRAPHIC INFORMATION
INTERLOCAL CONTRACT**

THIS INTERLOCAL CONTRACT ("Contract") is made and entered into this _____ day of _____, 2017, by and amongst the County of Clark, State of Nevada (hereinafter "County," "Participant," or "Party"), the Cities of Las Vegas, Henderson, North Las Vegas, Boulder City, and Mesquite, Southern Nevada Health District, Clark County Water Reclamation District, Clark County School District, Las Vegas Metropolitan Police Department, Las Vegas Valley Water District, Clark County Regional Flood Control District, and the Clark County Regional Transportation Commission (referred to herein individually as the "Participant," or "Party," or collectively as the "Participants," or "Parties."), all of which are public agencies of the State of Nevada.

WITNESSETH:

WHEREAS, Nevada Revised Statutes Chapter 277.180 provides that two or more public agencies may enter into an interlocal contract for the performance of any governmental service, activity or undertaking which any of said agencies is authorized by law to perform; and

WHEREAS, the Parties hereto maintain a Geographic Information System (hereinafter "GIS") capable of providing automated graphic display and analysis, and multiple data layers and information (e.g., land records, land use and facilities); and

WHEREAS, the Parties hereto, all of which have incurred considerable costs associated with the development and implementation of their respective GIS, desire to share access to their GIS resources and data sets more fully described below as part of a cooperative effort on the part of the Parties hereto to provide a more cost effective and efficient operation of their GIS for use by the public; and

WHEREAS, the County has incurred significant costs associated with the creation of products improving the geodetic control and positional accuracy of its GIS, which products can be used to facilitate data sharing and application integration, and such improvements can be utilized by each Participant hereto to develop and improve their respective GIS resources; and

WHEREAS, representatives of the Parties hereto, together with representatives of other political subdivisions in Clark County, all of whom share a common interest in the development and improvement of their respective GIS, have met periodically for the purpose of exploring potential markets and marketing techniques for the sale of their respective GIS data, which may have the benefit of lowering the operational costs for each governmental entity that elects to participate with the parties hereto in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

1. ANNUAL FUNDING FEE.

a. Within thirty (30) calendar days after receipt of an invoice, each Participant shall pay to the County the annual funding fee ("Annual Funding Fee"), which initially shall be in the amount of \$8,000.

b. The Annual Funding Fee (initially in the amount of \$8,000) may be increased by the County on July 1, 2018, and each succeeding July 1 thereafter. The new Annual Funding Fee shall be the lesser of the following: 1) The prior fiscal year fee plus five (5) percent of the prior fiscal year fee. OR 2) the product of the following- Step 1: Divide the most current April entry from the Bureau of Labor Statistics

Consumer Price Index-All Urban Consumers, West Region All Items ("Index") by the Index entry for the previous April. Step 2: Multiply the quotient obtained in Step 1 by the prior fiscal year fee.

c. In the event a Participant is added to, or withdraws from, this Contract in the prior fiscal year, the total revenue collected from the Participants in the prior fiscal year shall be divided by the total number of Participants in the new fiscal year. The resulting quotient shall then be adjusted as set forth in paragraph 1-b. to arrive at the new rate per Participant for the current fiscal year.

d. In the event any Participant hereto withdraws from this Contract, no fees shall be refunded to the withdrawing party.

e. Subsequent to the execution of this Contract by the initial Parties hereto, any public agency desiring to become part of this Contract must receive approval from the majority of the current Participants, and such approval as a Participant to this Contract will be subject to the condition that the public agency pay the Annual Funding Fee assessed for the current fiscal year.

f. Notification of the new fiscal year's rate will be sent to the Participants by June 1st of the current fiscal year.

2. SOUTHERN NEVADA GIS POLICY COMMITTEE. This committee shall be composed of one voting staff member from each Participant familiar with GIS policy matters. This committee will meet as needed to discuss policy issues, and to review and recommend changes to this Contract. The withdrawal from this Contract by any Participant hereto voids that Participant's voting membership in the Southern Nevada GIS Policy Committee.

3. COUNTY SERVICES. The County shall provide each Participant with the basic GIS services ("CORE GIS Services"), as available, described as follows:

a. Initial transfer to each Participant's GIS of all digital imagery acquired by the County and access to the updates thereof;

b. Initial transfer to the Participant's GIS of spatial and tabular data maintained by the County in the Southern Nevada GIS Central Repository and access to the updates thereof;

c. Network support services, if technically feasible, which facilitates the transfer and exchange of data to and from the Participants' GIS;

d. Provide assistance in the design and implementation of the Participant's GIS resources, which is specifically suited to the Participant's application requirements, and provide informal training of the Participant's staff as a function of the design and implementation activities as the GIS Management Office resources permits.

4. CORE GIS DATA SET.

a. In addition to providing the CORE GIS Services set forth in Section 3 above, the County agrees to maintain within the Southern Nevada GIS Central Repository the CORE GIS DATA SET, which will include, but is not limited to, the data described below:

i. Six-inch aerial data sets from annual flights covering taxable areas as provided by the County, or such higher resolution imagery, subject to County approval, that may lawfully be provided by Participants, if available, including but not limited to that which may be available through the Southern Nevada Water Authority Aerial Interlocal;

- ii. Land use data sets as provided by the County and the Participants;
- iii. Parcel data sets and respective derivatives as provided by the County; and
- iv. Street Centerline data sets and respective derivatives as provided by the County.

b. The Parties hereto agree to the following as it pertains to the CORE GIS Data Set:

- i. Each Participant shall provide to the County timely updates to authorized spatial and tabular data with metadata maintained by the Participant.

- ii. Data updates will be made available via electronic transfers in formats compatible with two minor versions prior to current release by the manufacturer.

- iii. Each Participant and County agree to notify the other party within 90 days of any proposed changes to the database design or data structure for data maintained in the Southern Nevada GIS Central Repository.

c. The Parties hereto agree to maintain the current or previous (up to one year prior) data format supported by Esri, Inc.

d. Software releases that resolve security vulnerabilities or address manufacturer supportability issues will be addressed with priority over other software releases to ensure the protection of the GIS Repository Participants and related data.

5. **DISPUTES.** If a dispute arises between any Participant and the County concerning the terms of this Contract, the Parties will attempt to resolve the dispute through discussions and negotiations under the auspices of the County's GIS Management Office. In the event that an agreement cannot be reached, the dispute will be presented for resolution to the GIS Policy Committee. A majority of the quorum of current Participants may act to resolve the dispute. A quorum shall be no less than half plus one of the total number of current Participants. The decision of the GIS Policy Committee shall be final and binding on the Parties hereto. In the event that the decision is unfavorable or unacceptable to the Participant, nothing in this Section shall be construed to prohibit the Participant or the County from withdrawing from or terminating this Contract upon thirty days' notice as provided in Section 8 below.

6. **FUTURE DISSEMINATION OF GIS DATA AND INFORMATION.** In the event the County wishes to enter into a contract with an organization other than the Participants for the purpose of participating in geographic information database development or data dissemination, the County will present the proposed contract to the GIS Policy Committee for review. In determining whether to enter into an agreement with that organization, or whether to disseminate information other than as provided in Sections 15(c) and 15(g) below, the GIS Policy Committee shall consider and determine, as a minimum, the propriety and limits of such action under the standards and criteria set forth at NRS 719.350, and if such agreement or dissemination is appropriate, the additional fee to be required under NRS 239.054.

7. **TERM.** This Contract shall remain in force from July 1, 2017 or the date that it is ratified by appropriate official action of the governing body of each Party, whichever is later, through June 30, 2022, and each Participant shall have the option to renew this Contract on an annual basis thereafter. Such option to renew shall be exercised by the renewing Participant notifying, in writing, all of the other Parties hereto of its intent to continue its participation under this Contract. Such written notification shall be made thirty (30) days prior to June 30, 2022, and each anniversary date thereafter.

8. **RIGHT OF TERMINATION.** Each Participant hereto may terminate their respective participation in this Contract, for any reason or no reason at all, with thirty (30) days prior written notice. Upon the effective date of any such termination, any and all rights and obligations of the terminating Participant shall be deemed at an end and canceled, except for such rights as may have previously accrued or vested. Such termination only terminates the terminating Participant's membership in this Contract. This Contract shall continue to be binding and in effect for the remaining non-terminating Participants.

9. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement and understanding of the Parties hereto and supersedes all other oral and written negotiations, agreements, contracts and understandings of every kind. The Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Contract, has been made by any party hereto or its officers, employees, or other agents to induce execution of this Contract.

10. **FORCE MAJEURE.** Neither County nor any Participant 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, act of public enemy, 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 this Contract after the intervening cause ceases.

11. **INDEPENDENT CONTRACTOR.** The Parties hereto are associated with each other only for the purposes and to the extent set forth in this Contract. 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 construed to create a partnership or joint venture, to create relationships for 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.

12. **ASSIGNMENT PROHIBITED.** No Party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other Parties.

13. **THIRD PARTIES BENEFICIARIES EXCLUDED.** Notwithstanding any other provision of this Contract, this Contract is intended for the sole and exclusive benefit of the Parties hereto and is not intended to benefit any other third party.

14. **INVOICES.** Invoices, payments and notices shall be delivered to the Parties by personal service, hand delivery, or United States mail at the following addresses:

TO COUNTY Clark County Information Technology Department
 Attn: IT Accounts Receivable
 500 S. Grand Central Parkway
 Box 551700
 Las Vegas, NV 89155-1700

TO PARTICIPANT (to be added for each counter-part participant)

15. **MISCELLANEOUS PROVISIONS.** The Parties hereto further agree to the following:

a. The rights and benefits of this Contract include the right of the Parties hereto to utilize the aforementioned data as permitted by law.

b. It is not the intent of any of the Parties hereto to violate any laws of the State of Nevada or of the United States. The Parties hereto agree that in the event any provision of this Contract is held by a court of competent jurisdiction to be in contravention of any such laws, the Parties hereto will enter into immediate negotiations thereon to rectify the clause or clauses in contravention. The remainder of this Contract shall remain in full force and effect.

c. The Parties hereto may disseminate information to the public as prescribed by legislative acts and with the written approval of the source agency.

d. All costs and responsibility for hardware, software, computer communications equipment and supplies, data translation, and extraordinary support services not expressly identified herein are the responsibility of the respective Parties to this Contract.

e. No warranties or guarantees are expressed or implied as to the accuracy of the data provided by the departments or agencies of the Parties hereto.

f. Access to data is herein defined as the right to copies of data in a current or previous (up to one year) data format supported by Esri, Inc. made available via electronic transfers at no cost to the Parties hereto.

g. Except as provided in Section 6 above, electronic data exchanged under the terms of this Contract cannot be sold or disseminated by any of Parties hereto, except for that Party's contractors, in which case the data can only be used for the contracted work. This provision does not apply to data owned solely by the Party hereto. The County's GIS Management Office will facilitate the dissemination of data to the Party's contractor provided that Party forwards a letter approving such dissemination to the County's GIS Management Office.

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h. It is understood by the Parties hereto that the County's GIS Management Office may enter into Data Subscriber Agreements with other governmental agencies or private companies to provide access to the Southern Nevada GIS Central Repository for a fee. The Data Subscriber Agreements will restrict use to only support internal activities for the respective organization. A list of Data Subscriber Agreements will be circulated at each GIS Policy Committee Meeting.

i. This Contract may be executed in counterparts, and when each Participant has signed and delivered at least one such counterpart to the County, each counterpart shall be deemed an original and taken together shall constitute one and the same Contract, which shall be binding and effective as to all the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year so written.

CLARK COUNTY
Board of County Commissioners

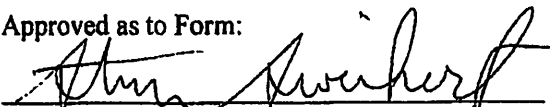
Steve Sisolak, Chair

ATTEST:

Lynn Goya, County Clerk

Date of Official Action:

Approved as to Form:



Steven Sweikert, Deputy District Attorney

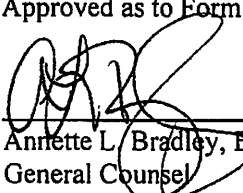
SOUTHERN NEVADA HEALTH DISTRICT, Participant

By:

Andrew J. Glass, FACHE, MS
Director of Administration

Date of Official Action:

Approved as to Form:



Annette L. Bradley, Esq.
General Counsel



**INTERLOCAL SERVICE AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CLARK COUNTY ON BEHALF OF ITS
DEPARTMENT OF JUVENILE JUSTICE SERVICES
C1800007**

THIS INTERLOCAL SERVICE AGREEMENT "Agreement" is by and between the Southern Nevada Health District ("Health District"), a political subdivision of the State of Nevada and the Public Health Authority for Clark County, and Clark County, a political subdivision of the State of Nevada, on behalf of its Department of Juvenile Justice Services ("DJJS"), (individually "Party" and collectively "Parties").

RECITALS

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") Chapter 439, Health District is the public health authority for Clark County, Nevada and has jurisdiction over all public health matters therein; and

WHEREAS, NRS 277.180 provides that public agencies may enter into agreements for the performance of any activity or understanding which the agencies are authorized by law to perform; and

WHEREAS, Health District is the recipient of subgrant funding received through the State of Nevada from the Centers for Disease Control and Prevention, Grant Number 5NH25PS004376-04, CFDA 93.977, titled: STD Prevention and Control Program, issued on March 27, 2017, wherein DJJS will test its high risk population for HIV and STD; and

WHEREAS, Health District and DJJS desire to enter into a collaborative effort to continue STD clinical preventive (safety-net) services at the DJJS Detention Center; and

WHEREAS, Health District and DJJS desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes;

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

1. TERM AND TERMINATION. This Agreement shall commence the date on which it has been approved by both Parties in accordance with NRS 277.180 through December 31, 2017 or until funding has been expended or unless sooner terminated by either Party as permitted in this Agreement. At the option of either Party, this Agreement may be extended upon issuance of an amendment signed by both Parties.
 - 1.01 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
 - 1.02 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
 - 1.03 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason local, state and/or federal funding ability, or private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
2. INCORPORATED DOCUMENTS. The services to be performed and/or the goods to be provided and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:

ATTACHMENT A: SCOPE OF WORK
ATTACHMENT B: BUDGET
ATTACHMENT C: BUSINESS ASSOCIATE AGREEMENT
3. COMPENSATION. The federal grant described on page 1 of this Agreement will cover testing in the amount of \$12,250.
4. STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The Parties hereto are associated with each other only for the purposes and to the extent set forth in this Agreement. 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 for 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.
 - 4.01 Health District has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Health District in the performance of the services hereunder. Health District shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding, and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

5. FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Pursuant to this agreement, Health District will hold all grant funds and will use them in accordance with the terms of this Agreement. As part of the financial accountability and compliance mechanism of grant programming, Health District may at its discretion conduct a fiscal monitoring of DJJS to determine whether the \$12,250 federal grant monies have been expended properly at any time during the term of the Agreement. Health District will conduct administrative review of the grant funds and will notify DJJS in writing of any adverse findings as a result of the fiscal monitoring.

6. AUDIT REQUIREMENTS

- 6.01 All payments made under this Agreement shall be subject to an audit and any payments shall be adjusted in accordance with said audit.
- 6.02 Contractor shall schedule an annual financial audit and shall submit a copy to Health District for review within six (6) months following the close of Contractor's fiscal year. Failure to meet this requirement may result in loss of current funding and disqualification from consideration for further Health District administered funding. This audit shall be made by an independent auditor in accordance with generally acceptable accounting principles. This requirement applies equally to any subcontractor of Contractor that receives funding under this Agreement. Contractor shall include this requirement in all its subcontractor agreements. Any subcontracts prepared by Contractor shall be furnished to Health District to ensure conformance with all requirements.
- 6.03 Contractor shall make appropriate corrections within six (6) months after receipt of an audit report to remedy any material weaknesses identified by the audit report. Health District may withhold payment for non-correction of material weaknesses identified by the audit report in addition to its right to terminate this Agreement.
- 6.04 Contractors receiving a combined total of \$750,000 or more annually from any combination of federal funding sources are subject to federal audit requirements pursuant to Public Law 98-502, "The Single Audit Act" as it may from time to time be amended. The Contractor must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

7. BOOKS AND RECORDS.

Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and

documents shall be retained by each Party for a minimum of three (3) years, and for five (5) years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.

8. CONFIDENTIALITY.

8.01 To comply with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, to protect the security, confidentiality, and integrity of protected health information, the Parties will execute a Business Associate Agreement, attached hereto and incorporated by reference herein.

8.02 Unauthorized use or release of confidential information may subject the violator to personal, civil, or criminal liability. Any dissemination, publication, or use of DJJS confidential information must be authorized by state or federal law, including NRS 62H.025, and only for the purposes authorized or required by law.

9. BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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.

10. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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.

11. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of both Parties shall not be subject to punitive damages.

12. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, 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 Agreement after the intervening cause ceases.

13. INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.

14. NON-DISCRIMINATION. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation or gender identity or expression. The Parties likewise agree that they will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
15. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement 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 Agreement unenforceable.
16. 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.
17. PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement, may be opened by the Parties to public inspection and copying. The Parties will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
18. NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties of this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
19. 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 the documents incorporated herein.
20. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
21. AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
22. GOVERNING LAW. 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, notwithstanding conflict of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

23. NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to the other Party at their address set out below:

Southern Nevada Health District

Financial Services Department
Materials Management Supervisor
P.O. Box 3902
Las Vegas, NV 89127

Clark County Department of Juvenile Justice Services

John J. Martin
Director
601 N. Pecos Road
Las Vegas, NV 89101

BY SIGNING BELOW, the Parties agree that they have read, understood, and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

SOUTHERN NEVADA HEALTH DISTRICT

CLARK COUNTY ON BEHALF OF ITS DEPARTMENT OF JUVENILE JUSTICE SERVICES

By: _____
Andrew J. Glass, FACHE, MS
Director of Administration

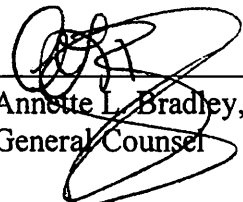
By: _____
Adleen Stidhum
Clark County Purchasing Manager

Date: _____

Date: _____

Approved as to form:

Approved as to Form:



Annette L. Bradley, Esq.
General Counsel

Steven B. Wolfson
District Attorney

By: _____
Catherine Jorgenson
Deputy District Attorney

Date: _____

ATTACHMENT A SCOPE OF WORK

During the term of this Agreement Parties agree to the following:

1.0 DJJS shall:

- 1) Receive collection materials (tubes, collection needles, and specimen carriers) at no cost.
- 2) Collect samples from youth detained at DJJS Detention Center during those times that will allow delivery of the samples to the Southern Nevada Public Health Laboratory ("SNPHL") within 24 hours of collection. The SNPHL accepts deliveries Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding holidays.
- 3) Deliver samples to the SNPHL within 24 hours of collection, located at 700 Desert Lane, Las Vegas NV 89106. If there are any issues that would prevent delivery of samples to the SNPHL within 24 hours, DJJS will call the SNPHL at (702) 759-1020 for further instructions and problem resolutions.
- 4) Report all positive results of sexually transmitted diseases to the Health District Office of Epidemiology and Disease Surveillance ("OEDS") pursuant to NRS 441A.150.
- 5) Treat youth who tested positive pursuant to DJJS treatment protocol and report the treatment results to the Health District OEDS.
- 6) Provide a report of youth released from the DJJS Detention Center without treatment and their locating information to OEDS to ensure appropriate treatment is being implemented to youth who tested positive.

2.0 Health District shall:

- 1) Provide collection materials (tubes, collection needles, and specimen carriers) to DJJS at no cost.
- 2) Provide follow up services to youth who tested positive and have been released from the DJJS Detention Center to ensure treatment.
- 3) Provide laboratory and treatment services Monday through Friday (excluding Holidays), 8:00 a.m. – 4:00 p.m.
- 4) Provide test results to DJJS either via email or fax within 48 hours of specimen receipt.

ATTACHMENT B PAYMENT

1.0 Payment

Health District will invoice DJJS at the discounted per test rates shown below in an aggregate amount not-to-exceed \$12,250, the total amount of the federal grant funding.

Syphilis	\$ 9.00
Chlamydia	\$49.00
Gonorrhea	\$49.00
HIV	\$25.00

On the invoices, Health District will provide a credit to DJJS for each test performed in an aggregate amount not-to-exceed \$12,250, the total amount of the federal grant funding.

- 2.0 Health District will not provide invoices more frequently than monthly for the duration of the project. The invoice will detail costs incurred and the credit applied for each item identified in the schedule of rates shown above.
- 3.0 The Parties agree to take all necessary steps to ensure that the costs do not exceed \$12,250.
- 4.0 The Parties may, by mutual agreement and written amendment, add other tests to this Agreement.