




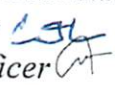


TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** August 27, 2020

RE: *Approval of Interlocal Agreement for Crisis Counselor Program Between Southern Nevada Health District and State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health.*

PETITION #09-21

That the Southern Nevada District Board of Health *approve Agreement C2100009 between the Southern Nevada Health District and State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health.*

PETITIONERS:

Karla Shoup, *COVID-19 Response Incident Commander, EH Manager* 
Cortland Lohff, MD, *Chief Medical Officer* 
Alfred McGugin, MPA, *FQHC Operations Officer* 
Fermin Leguen, MD, MPH, *Acting Chief Health Officer* 

DISCUSSION:

The Federal Emergency Management Agency (FEMA) implements the Crisis Counseling Program (CCP) as a supplemental assistance program available to the United States and its Territories. The State of Nevada, Department of Health and Human Services (DHHS), Division of Public and Behavioral Health (DPBH), has been provided the Program Award, and has assigned six (6) trained Crisis Counselors to the Southern Nevada Health District.

The mission of the CCP is to assist individuals and communities in recovering from the effects of natural and human-caused disasters through the provision of community-based outreach and psycho-educational services. The CCP enhances the Nevada mental health workforce by supporting short-term interventions that assist disaster survivors in understanding their current situations and reactions, mitigating stress, reviewing their



disaster recovery options, promoting the use or development of coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies who may help survivors in their recovery process (recover to their pre-disaster level of functioning). The Crisis Counselors will be assigned to the following departments within SNHD: Vital Records, FQHC and OEDS.

FUNDING:

Funding for the CCP is wholly provided by FEMA and administered by the State. SNHD will provide use of laptops and office space on a temporary basis until equipment can be provided by the State and Counselors can work remotely.

CETS# N/A	BA 3170
RFP# N/A	CAT 51
REF# C 17692	GL 7060

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and Through Its
Department of Health and Human Services
Division of Public and Behavioral Health

Agency #1 Name:	Bureau of Behavioral Health Wellness and Prevention
Address:	4126 Technology Way, Suite 200
City, State, Zip Code:	Carson City, Nevada 89706
Contact:	Dawn Yohey
Phone:	(775) 461-6533
Email:	dyohey@health.nv.gov

Agency #2 Name:	Southern Nevada Health District
Address:	280 South Decatur Boulevard
City, State, Zip Code:	Las Vegas, Nevada 89107
Contact:	Norlon Munroe, Controller
Phone:	(702) 759-1540
Email:	Cfo.grants@snhd.org

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.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
- 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 Not Applicable).

Effective from:	May 30, 2020	To:	May 29, 2022
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), 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 notices or other communications required or permitted to be given under this Contract 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.
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 DELIVERABLES
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7. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

\$ 0.00		
Total Contract or installments payable at:	Monthly	
Total Contract Not to Exceed:	\$0.00	

8. **ASSENT.** The parties agree that the terms and conditions listed on 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 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.

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C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of 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.
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, 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 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 construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to create a co-employment or joint employer relationship 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 no 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.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law or this Contract, 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.

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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, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, 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. Contractor and its subcontracts 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. Contractor 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 paragraph (6).
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 jurisdiction of the Nevada district courts 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 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 State of Nevada 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 Agency #2

Public Agency #2 Signature Date

Title

Division of Public and Behavioral Health

Public Agency #1

for Lisa Sherych Date

Administrator
Division of Public and Behavioral Health
Title

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

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ATTACHMENT A

SCOPE OF WORK AND DELIVERABLES

DRAFT

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ATTACHMENT A: Scope of Work

Federal Emergency Management (FEMA) and Substance Abuse and Mental Health Services Administration (SAMHSA), Crisis Counseling Program (CCP)

Southern Nevada Health District, hereinafter referred to as Health District, agrees to provide the following services and reports according to the identified timeframes:

The Federal Emergency Management Agency (FEMA) implements the Crisis Counseling Program (CCP) as a supplemental assistance program available to the United States and its Territories. Section 416 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 1974 authorizes FEMA to fund mental health assistance and training activities in areas which have been Presidentially declared a disaster. The Center for Mental Health Services, Emergency Mental Health and Traumatic Stress Services Branch works with FEMA through an interagency agreement to provide technical assistance, consultation, and training for State and local mental health personnel, grant administration and program oversight.

The mission of the CCP is to assist individuals and communities in recovering from the effects of natural and human-caused disasters through the provision of community-based outreach and psycho-educational services. The CCP supports short-term interventions that involve the counseling goals of assisting disaster survivors in understanding their current situation and reactions, mitigating stress, assisting survivors in reviewing their disaster recovery options, promoting the use or development of coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies who may help survivors in their recovery process (recover to their pre-disaster level of functioning). The State of Nevada, Department of Health and Human Services (DHHS), Division of Public and Behavioral Health (DPBH), has been provided the Program Award.

PURPOSE:

The Nevada CCP program serves to provide early triage, intervention, and referral of services in response to the impacts of COVID-19 on Nevada's population. Early triage, intervention, and referral to services can reduce the risk of mental health disorders for those impacted by COVID-19. Expansion of crisis services is necessary to ensure individuals, families, and communities are provided supports to build resiliency and to ensure linkage and referral to needed services and timely access to care. Nevada's CCP is focused on a population health approach that encourages health coping and active stressor management, resiliency, and compassion. Nevada's CCP program builds upon existing resources within the state, county, and local communities and recognizes the inherent value in community outreach and partnerships.

The CCP provides Crisis Counselors to community-based organizations to meet the need of the state. The program is not intended for those that are seriously mentally ill (SMI), but to enhance Nevada's healthcare workforce, which has been operating under crisis since March 2020. Health District has been identified as a key partner to support the delivery of CCP services to Clark County, Nevada.

The key difference between traditional mental health services and crisis counseling is the way services are provided. In contrast to the crisis counseling services provided through the CCP, mental health treatment, as typically defined within the mental health community, implies the provision of assistance to individuals for an existing pathological condition or disorder. Typically, the mental health professional and client will discuss various treatment options and agree to certain interventions and treatment goals.

Crisis counseling individual and group encounters serve to engage people and encourage them to talk about their experiences and teaches ways to manage stress. These activities can help Crisis Counselors identify people who may need referrals to behavioral health treatment. They also enhance social and emotional connections to others in the community and promote effective coping strategies and resilience. Crisis Counselors work closely with community organizations to familiarize themselves with available resources and to link impacted population to needed services.

ELIGIBLE SERVICES:

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The Crisis Counselor(s) assigned to **Health District** provides the following services to achieve the mission and support Nevadans.

- **Individual Crisis Counseling:** Helps survivors understand their reactions, improve coping strategies, review their options, and connect with other individuals and agencies that may assist them.
- **Basic Supportive or Educational Contact:** General support and information on resources and services available to disaster survivors.
- **Group Crisis Counseling:** Group sessions led by trained Crisis Counselors who offer skills to help survivors cope with their situations and reactions.
- **Public Education:** Information and education about typical reactions, helpful coping strategies, and available disaster-related resources.
- **Community Networking and Support:** Relationship building with community resource organizations, Faith-based groups, and local agencies.
- **Assessment, Referral, and Resource Linkage:** Adult and child needs assessment and referral to additional disaster relief services or mental health or substance abuse treatment.
- **Distribution of Educational Materials:** Flyers, brochures, tip sheets, educational materials, and Web site information developed and distributed by CCP staff.

CCP PROGRAM CAPACITY:

The Division of Public and Behavioral Health will provide up to six (6) community Crisis Counselors to be embedded within the **Health District** to provide eligible services. The standard caseload is expected to be not less than 120 per month per crisis counselor. Capacity will be determined based on caseload, COVID-19 community need, and based on reported services. Engagement of Crisis Counselors or reassignment of Crisis Counselors will be based on program activity and joint review of program support by both Health District and Division of Public and Behavioral Health.

DELIVERY OF SERVICES:

Due to the COVID-19 nationwide emergency and the need to protect the safety and health of all Americans, crisis counseling services will be delivered by in-person following Centers for Disease Control COVID-19 protocols and any Executive Directive issued by the State of Nevada Governor, via phone, internet, virtually and through social media. Delivery of services requires that each CCP Crisis Counselor has personal protective equipment, engages in social distancing, and is not placed in direct contact with individuals without appropriate safeguards. It is expected that many crisis counselor services can be delivered virtually without in-person interactions, which is consistent with the practice of social distancing to prevent the spread of COVID-19. In addition, crisis counselors are not considered essential in-person services during a pandemic. For those counselors that are embedded within community-based organizations and who will be providing services on-site, counselors are not to be placed in an environment which does not have the appropriate level of safeguards or an environment which is heavily impacted by COVID-19.

CCP MODEL:

The CCP is designed to provide immediate behavioral health support, primarily relying on face-to-face contacts with survivors in their communities and/or through phone or internet based on recommendations from the CDC. The CCP provides these support-centered services to survivors or those impacted by COVID over a period of not more than one-year.

Eight key principles guide the CCP approach.

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1. **Strengths-based:** Crisis counselors assume natural resilience in individuals and communities, and promote independence rather than dependence on the CCP, other people, or organizations. Crisis counselors help survivors regain a sense of control.
2. **Outreach-oriented:** Crisis counselors take services into the communities rather than wait for survivors to come to them.
3. **More practical than psychological in nature:** Crisis counseling is designed to prevent or mitigate adverse repercussions of disasters rather than to treat them. Crisis counselors provide support and education, listen to survivors, and accept the content at face value. Crisis counselors help survivors to develop a plan to address self-identified needs and suggest connections with other individuals or organizations that can assist them.
4. **Diagnosis-free:** Crisis counselors do not classify, label, or diagnose people; they keep no records or case files. The CCP does not provide mental health or substance use treatment, or critical incident stress debriefing. Services are supportive and educational in nature.
5. **Conducted in nontraditional settings:** Crisis counselors make contact with survivors in their homes and communities, not in clinical or office settings.
6. **Culturally aware:** The CCP model embraces cultural and spiritual diversity as reflected in culturally relevant outreach activities that represent the communities served.
7. **Designed to strengthen existing community support systems:** Crisis counselors support, but do not organize or manage, community recovery activities. Likewise, the CCP supplements, but does not supplant or replace, existing community systems.
8. **Provided in ways that promote a consistent program identity:** Crisis counselors should work together early to establish a unified identity. The CCP strives to be a single, easily identifiable program, with services delivered by various local agencies.

SOUTHERN NEVADA HEALTH DISTRICT SHALL:

- Actively participate with the State's CCP Program by embedding Crisis Counselors on-site and providing a workstation following COVID-19 protocols;
- Provide laptops and internet access for Crisis Counselors until August 29, 2020;
- Participate in monthly program and caseload reviews; monthly team meetings; and engage with outreach and communication;
- Communicate with Regional Crisis Counselor Supervisor any identified resources required for the Counselor to include additional training, review, or challenges with expectations of services;
- Site Coordinators would be required to attend CCP training, RSP transition training, and training defined as essential by the FEMA/SAMHSA CCP grant, at no cost;
- Approve or reject potential candidates provided through the State's Master Service Agreement (MSA) for Temporary Employment Services;
- Allow candidate to participate and complete all required training;
- Allow access of the Regional Crisis Counselor Supervisor to the Crisis Counselor on-site.

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- **COVID RESPONSIBILITIES:**

All Centers for Disease Control and Prevention (CDC) and State of Nevada Governor Executive Directives must be complied with. This includes ensuring that each CCP Crisis Counselor has personal protective equipment, engages in social distancing, and is not placed in direct contact with individuals without appropriate safeguards. Appropriate safeguards may include a barrier or separate to prevent direct exposure. It is expected that many crisis counselor services can be delivered virtually without in-person interactions, which is consistent with the practice of social distancing to prevent the spread of COVID-19. In addition, crisis counselors are not considered essential in-person services during a pandemic. For those counselors that are embedded within community-based organizations and who will be providing services on-site, counselors are not to be placed in an environment which does not have the appropriate level of safeguards or an environment which is heavily impacted by COVID-19. The potential of contagion to staff and/or survivors is too great a risk to take to jeopardize the safety of our team members. As part of the guidance for Nevada, face coverings and social distancing is required. Community-based organizations are required to provide hand sanitizer, personal protective equipment (PPE) and to mitigate risk to employees and those who utilize services. In addition, each community-based organization is required to provide DPBH with the precautions and guidance being required at each facility in response to COVID-19 as part of the CCP.

DIVISION OF PUBLIC AND BEHAVIORAL HEALTH SHALL:

- Provide access to all required training for Crisis Counselor and Southern Nevada Health District coordination staff assigned to Crisis Counselor, Site Supervisors and designated key staff;
- Provide computer, hot-spot for internet access and phone to Crisis Counselor in the event Crisis Counselor services are required after May 29, 2022;
- Provide joint supervision of Crisis Counselor;
- Ensure data collection tools are available for the Crisis Counselor;
- Engage in weekly meetings with Crisis Counselor for program evaluation;
- Engage with Crisis Counselor for Quality Improvement and review of data collection;
- Provide payment directly to Crisis Counselor at no expense to the Southern Nevada Health District;
- Process all data and reporting required for the federal grant award;
- Engage the Southern Nevada Health District in communication, outreach and program updates.
- Providing regular progress and financial status reports; and
- Provide the mental health self-health training and engagement with Crisis Counselor.
- Honor and observe, in connection with the transactions contemplated by this Contract, any and all applicable laws prohibiting the transfer of personally identifiable information about individuals.

At its sole cost and expense, obtain and maintain in full force and effect during the term of the Contract, insurance in commercially reasonable amounts calculated to protect itself and the Health District from any and all claims of any nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by the Contract, whether these activities are performed by the Division of Public and Behavioral Health or employed by the Division of Public and Behavioral Health.

END OF SCOPE OF WORK