

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: January 27, 2022

RE: Approval of the Interlocal Agreement Between Clark County, Nevada on behalf of the Department of Family Services and the Southern Nevada Health District

PETITION #03-22

That the Southern Nevada District Board of Health approve the attached Interlocal Agreement between Clark County, Nevada on behalf of the Department of Family Services and the Southern Nevada Health District for services provided to the Thrive by Zero to Three Prevention Services Program for the period from July 1, 2021 to June 30, 2022.

PETITIONERS:

Margarita DeSantos, RN, BSN, Community Health Nurse Manager MD

Cortland Lohff, MD, MPH, Chief Medical Officer / Director of Primary and Preventative Care

Fermin Leguen, MD, MPH, District Health Officer FL

DISCUSSION:

The Interlocal Agreement allows the Southern Nevada Health District to contact families and provide home visiting services to families with children ages zero to three years, who have been brought to the attention of the Department of Family Services, but do not meet the requirement of an investigation to prevent harm and neglect. Prevention services will be based on the Healthy Start model, using a Community Health Worker approach. Services provided will include parent education and skill development, referrals to needed community resources for physical, mental, emotional, and financial stability, and identifying supportive relationships for families. These services will be provided by a community health worker to ensure the safety of children ages zero to three years. The budget period is from July 1, 2021 to June 30, 2022.

FUNDING:

The funding for this agreement of \$59,000 was made available to the Southern Nevada Health District from Clark County, Nevada on behalf of the Department of Family Services. This funding will cover the following: salaries and fringe benefits for a 0.95 FTE community health worker and the annual fee for the digital educational curriculum utilized with families.

INTERLOCAL AGREEMENT

CBE NUMBER 606054-21 THRIVE BY ZERO TO THREE PREVENTION SERVICES

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this day of _______, 2022 by and between CLARK COUNTY, Nevada, on behalf of the Department of Social Service, hereinafter referred to as "COUNTY" and SOUTHERN NEVADA HEALTH DISTRICT, hereinafter referred to as "SNHD" for THRIVE BY ZERO TO THREE PREVENTION SERVICES.

WITNESSETH:

WHEREAS, NRS 277.180 authorizes 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;

WHEREAS, NRS 432B.290(2)(m) authorizes an organization that has entered into a written agreement with an agency that provides child welfare services to provide assessments or services and that has been trained to make such assessments or provide such services; and

WHEREAS, pursuant to NRS Chapter 439, SNHD is the public health authority for Clark County, Nevada, and has jurisdiction over all public health matters therein; and

WHEREAS, the COUNTY, through its Clark County Department of Social Service, hereinafter referred to as COUNTY, desires to have the services of SNHD to assist COUNTY in preventing harm and neglect to children ages zero to three who have come to the attention of COUNTY, but do not meet the requirement of investigation; and

WHEREAS, SNHD has the expertise, qualifications and resources available, and has agreed to provide the resources necessary to prevent and/or mitigate the effects of child neglect and abuse intervention services to children as required.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

SNHD will provide goods and/or services set forth in Exhibit A - Scope of Work attached hereto as project action.

ARTICLE II: TERM OF AGREEMENT

The term of this AGREEMENT shall be from July 1, 2021 through June 30, 2022. Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY or SNHD to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay SNHD for goods and/or services provided as outlined in Article I - Scope of Work, for not to exceed amount of \$59,000, based on approved budget appropriations.

If COUNTY rejects an invoice as incomplete, SNHD will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted as follows:

OAG Grants Coordinator 1600 Pinto Lane Las Vegas, Nevada 89106

SNHD must notify COUNTY in writing of any changes to SNHD'S remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and SNHD relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

AGREEMENT is entered into to secure the services of SNHD. Services specified in this AGREEMENT shall not be subcontracted by SNHD without the written consent of COUNTY.

ARTICLE VII: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties, and executed with the same formality as attending this original.

ARTICLE VIII: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY: Attention: Karen Schneider

Manager, Community Resource Management

1600 Pinto Lane

Las Vegas, Nevada 89106

To SNHD: Attention: Veralynn Orewyler

Contract Administrator 280 S. Decatur Blvd. Las Vegas, Nevada 89107

ARTICLE IX: POLICIES AND PROCEDURES

SNHD agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and SNHD.

ARTICLE X: INSURANCE

SNHD, at its own expense, agrees to obtain and maintain in full force and effect during the term of this AGREEMENT, insurance in commercially reasonable amounts calculated to protect itself and the COUNTY from any and all claims of any kind of nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this AGREEMENT. Such insurance shall include medical malpractice coverage on SNHD's employees and officers as applicable.

ARTICLE XI: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

ARTICLE XII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

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

SNHD SOUTHERN NEVADA HEALTH DISTRICT	COUNTY CLARK COUNTY, NEVADA:
BY: FERMIN LEGUEN, MD, MPH District Health Officer	BY: JAMES B. GIBSON, CHAIR Clark County Commissioners
Approved as to form:	ATTEST
BY: This agreement is approved as to form. HEATHER ANDERSON-FINTAK, ESQ. General Counsel Southern Nevada Health District	BY: LYNN MARIE GOYA County Clerk
	Approved as to form: Steven Wolfson, District Attorney
	BY: ELIZABETH A. VIBERT Deputy District Attorney

SCOPE OF WORK FOR INTERLOCAL AGREEMENT TO GRANT FUNDS TO SOUTHERN NEVADA HEALTH DISTRICT FOR THRIVE BY 0-3 PROGRAM

EXHIBIT A: SCOPE OF WORK

AGREEMENT sets forth that SOUTHERN NEVADA HEALTH DISTRICT, hereinafter referred to as "AGENCY" proposes to prevent harm and neglect to children ages zero to three who have come to the attention of Clark County Department of Family Services, but do not meet the requirement of investigation, by providing prevention services and referrals to necessary resources through its Thrive by 0-3 Program, hereinafter referred to as "PROGRAM".

The PROGRAM will use objective needs assessment data, providing prevention services to prevent and/or mitigate the effects of child abuse and neglect for 20 families living in Clark County and referred by Clark County Department of Family Services. The PROGRAM will increase percent of children/infants enrolled who have a medical home to 80% to ensure continued growth /developmental and health monitoring and safety.

The services and support provided by AGENCY include information parents/guardians can use to take care of themselves and their children such as: Parenting education, using the research-informed home visiting curriculum Partners for a Healthy Baby; Health and child growth and development education; Nutrition and feeding counseling, using the curriculum and WIC information; Healthy lifestyle choices; Home visits to assess needs and provide education, support and necessary referrals; Referrals to other essential services such as mental or behavioral health care services, medical homes, job/vocational training, and transportation. Referrals will be made to long-standing community partners such as WIC, East Valley Family Services, Boys Town, Olive Crest, Positively Kids, Nevada Partners, etc.

The PROGRAM, will measure family acceptance of preventative education and referrals; a secondary outcome will be to increase the percent of children/infants enrolled who have a medical home to 80%. Having a medical home helps ensure the provision of preventative health services through well and sick child visits in which growth/development, illness and injury can be assessed and addressed. Education regarding growth/development and child safety is also provided by medical homes.

PROGRAM funds will be used to pay for the Community Health Worker who will provide the direct face-to-face education and client navigation services. The paid position will be assigned to an internal staff member at the AGENCY. The position will be responsible for educating, coordinating, and linking services for enrolled families and their children, including assessment of client risk factors; addressing toxic stress and delivering trauma-informed care; focusing on prevention and health promotion by providing a standard curriculum and interventions such as safe sleep education and resources.

AGENCY will provide services during the AGREEMENT fiscal year 2021/2022, as outlined in Attachment 1, "Expenditures Eligible for Reimbursement".

AGENCY will provide all services, including personnel and materials, to operate and manage the PROGRAM in accordance with Attachment 2, "Scope of Services", attached hereto and incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Attachment 2, must receive prior written approval of the County.

AGENCY will provide client usage records to the Social Service Department of the County on a quarterly basis during the fiscal year beginning July 1, 2021 and ending June 30, 2022. These reports will contain, but are not limited to, the information contained in Attachment 3 "Quarterly Progress Report", to Clark County, including any narrative report to delineate the benefit realized by the County for Program Support.

ATTACHMENT 1

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

SOUTHERN NEVADA HEALTH DISTRICT

THRIVE BY 0-3

Fiscal Year 2021/2022

The following item may be paid, for one salaried position, not to exceed \$59,000:

General Administration/Operations

\$ <u>0</u>

Direct Services to County Residents

\$ 59,000

TOTAL

\$ 59,000

ATTACHMENT 2

SOUTHERN NEVADA HEALTH DISTRICT

THRIVE BY 0-3

SCOPE OF SERVICES

Program Year 2021/2022

- 1. During the program year AGENCY will prevent harm and neglect to children ages zero to three who have come to the attention of Clark County Department of Family Services, but do not meet the requirement of investigation, by providing prevention services and referrals to necessary resources. The PROGRAM will use objective needs assessment data, providing prevention services to prevent and/or mitigate the effects of child abuse and neglect for 20 families living in Clark County and referred by Clark County Department of Family Services. The PROGRAM will increase percent of children/infants enrolled who have a medical home to 80% to ensure continued growth /developmental and health monitoring and safety. The services and support provided by AGENCY include information parents/guardians can use to take care of themselves and their children such as: Parenting education, using the research-informed home visiting curriculum Partners for a Healthy Baby; Health and child growth and development education; Nutrition and feeding counseling, using the curriculum and WIC information; Healthy lifestyle choices; Home visits to assess needs and provide education, support and necessary referrals; Referrals to other essential services such as mental or behavioral health care services, medical homes, job/vocational training, and transportation. Referrals will be made to long-standing community partners such as WIC, East Valley Family Services, Boys Town, Olive Crest, Positively Kids, Nevada Partners, etc. The PROGRAM, will measure family acceptance of preventative education and referrals; a secondary outcome will be to increase the percent of children/infants enrolled who have a medical home to 80%. Having a medical home helps ensure the provision of preventative health services through well and sick child visits in which growth/development, illness and injury can be assessed and addressed. Education regarding growth/development and child safety is also provided by medical homes. PROGRAM funds will be used to pay for the Community Health Worker who will provide the direct face-to-face education and client navigation services. The paid position will be assigned to an internal staff member at the AGENCY. The position will be responsible for educating, coordinating, and linking services for enrolled families and their children, including assessment of client risk factors; addressing toxic stress and delivering trauma-informed care; focusing on prevention and health promotion by providing a standard curriculum and interventions such as safe sleep education and resources.
- 2. Specifically, the objectives of the PROGRAM in this fiscal year will be to:

- Serve 20 families with children 0-3 years identified by CCDFS, but do not meet the requirement of investigation to prevent/mitigate the effects of child neglect/abuse through client screening, education, and navigation services;
- Increase percent of children/infants enrolled who have a medical home to 80% to ensure continued growth/developmental and health monitoring and safety.
- 3. AGENCY shall maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this Interlocal Agreement for a period of four (4) years.
- 4. AGENCY will provide to COUNY written notice of any program changes during the fiscal year for which County funds are allocated under the provisions of this Interlocal Agreement.
- 5. Recipient shall give priority attention to referrals for service for County-identified clients.

ATTACHMENT 3

PERFORMANCE MEASUREMENT

QUARTERLY REPORT TO CLARK COUNTY

Reflecting Months: Year:

AGENCY: SOUTHERN NEVADA HEALTH DISTRICT

PROGRAM: THRIVE BY 0-3

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Serve 20 families with children 0-3 years identified by CCDFS, but do not meet the requirement of investigation to prevent/mitigate the effects of child neglect/abuse through client screening, education, and navigation services	Total # served the quarter ONLY	Total unduplicated # served
	Unduplicated Households and Individuals assisted (specify)	
Increase percent of children/infants enrolled who have a medical home to 80% to ensure continued growth/developmental and health monitoring and safety	Total # served the quarter ONLY	Total unduplicated # served
	Unduplicated Households and Individuals assisted (specify)	

NARRATIVE REPORT: (login to ZoomGrants at https://www.zoomgrants.com/login/ to upload report as part of your Quarterly reports due: 01/10/2022; 04/10/2022; and 07/10/2022.) Information on how to submit the Performance Measurement Quarterly Report can be found at https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.