

Item # 3-2C

**City of Carson City
Agenda Report**

Date Submitted: March 25, 2008

Agenda Date Requested: April 3, 2008

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to adopt A Resolution Adopting and Approving an Intrastate Interlocal Contract for the provision of Juvenile Detention-Center Facility Services, and other matters properly related thereto, between the Department of Health and Human Services, Division of Child and Family Services, a Department of the State of Nevada and Carson City, a consolidated municipality and political subdivision of the State of Nevada (File 0708-139)

Staff Summary: This contract enables the State Department of Health and Human Services, Division of Child and Family Services, to hold youths who are on State Parole status in the Carson City Juvenile Detention Center Facility for violating their terms of parole or for violations of local and state ordinances.

Type of Action Requested: (check one)
☒ Resolution ☐ Ordinance
☐ Formal Action/Motion ☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to adopt A Resolution Adopting and Approving an Intrastate Interlocal Contract for the provision of Juvenile Detention-Center Facility Services, and other matters properly related thereto, between the Department of Health and Human Services, Division of Child and Family Services, a Department of the State of Nevada and Carson City, a consolidated municipality and political subdivision of the State of Nevada (File 0708-139)

Explanation for Recommended Board Action: This contract would allow the State of Nevada to pay the City \$100 per bed per day. The City bills the State \$52,560 annually for the use of the Juvenile Detention Center Facility for the services provided in this contract.

Applicable Statue, Code, Policy, Rule or Regulation: NRS 277.180

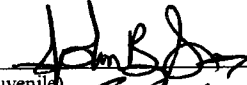
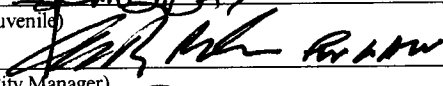
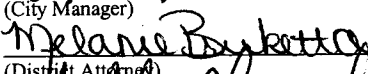
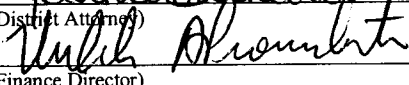
Fiscal Impact: \$52,560.00 in revenue from the State to the City

Explanation of Impact: \$52,560.00 in revenue from the State to the City

Funding Source: \$52,560.00 in revenue from the State to the City

Supporting Material: Resolution and Intrastate Interlocal Contract

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By:  Date: 3/25/08
(Juvenile)  Date: 3/25/08
(City Manager)  Date: 3-25-08
(District Attorney)  Date: 3-25-08
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN INTRASTATE INTERLOCAL CONTRACT FOR THE PROVISION OF JUVENILE-DETENTION-CENTER-FACILITY SERVICES, AND OTHER MATTERS PROPERLY RELATED THERETO, BETWEEN THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF CHILD AND FAMILY SERVICES, A DEPARTMENT OF THE STATE OF NEVADA, AND CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA.

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Carson City is a political subdivision of the State of Nevada and the Department of Health and Human Services, Division of Child and Family Services, is a Department of the State of Nevada; and

WHEREAS, NRS 277.180 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

WHEREAS, NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the parties to the Intrastate Interlocal Contract for the provision of juvenile-detention-center-facility services, desire to adopt and approve such contract as required by NRS 277.180. A copy of the contract is attached to this Resolution as Exhibit "A;" and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Contract for the provision of juvenile-detention-center-facility services is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Intrastate Interlocal Contract for the provision of juvenile-detention-center-facility services, shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to the office of Department of Health and Human Services, Division of Child and Family Services at 4126 Technology Way, 3rd Floor, Carson City, NV 89706.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this 3rd day of April, 2008 by the following vote.

VOTE:

AYES:

NAYS:

ABSENT:

ABTAIN:

Marv Teixeira, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

INTRASTATE 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 Child and Family Services
4126 Technology Way - 3rd Floor
Carson City, NV 89706
(775) 684-4400
Fax: (775) 684-4455

and

Carson City Juvenile Probation Department
Juvenile Division of the First Judicial District Court
1545 E. Fifth Street
Carson City, Nevada 89701
(775) 887-2033
Fax: (775) 887-2036

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 Division of Child and Family Services and 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 July 1, 2007 to June 30, 2009, unless sooner terminated by either party as set forth in this Contract.
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 federal and/or State Legislature 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 the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

The Carson City Juvenile Probation Department ("Provider") will provide detention services at the detention facility to parolees in the custody of the Division who are under the jurisdiction of the Nevada Youth Parole Bureau. The Division will pay costs of care of youth detained in the local juvenile facility pursuant to N.R.S. 210.250 and N.R.S. 210.680

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: CONFIDENTIALITY AGREEMENT

7. CONSIDERATION. Provider agrees to provide the services set forth in paragraph (6) at a cost of \$100.00 per day per youth with the total Contract or installments payable: upon provision of services and receipt of billing, not exceeding \$52,560.00 in FY08 and \$52,560.00 in FY09 to a maximum of \$105,120.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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 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.

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. To the extent applicable, actual contract damages for any breach shall not be limited by NRS 353.260 and NRS 354.626.

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 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 nonenforceability 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 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.

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. 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).

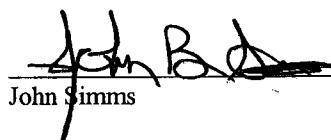
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and 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.

Carson City Juvenile Probation Department

Public Agency #1


John Simms

3/25/08
Date

Chief Juvenile Probation Officer
Title

Marv Teixeira

Date

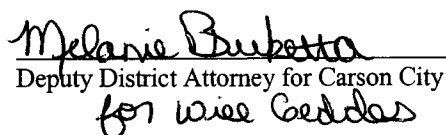
Mayor
Title

Alan Glover

Date

Clerk
Title

Approved as to form by:


Deputy District Attorney for Carson City
for wise ceddas

On 3-25-08
Date

State of Nevada, Department of Health and Human Services, Division of Child and Family Services
Public Agency #2

Michael J. Willden Date

Director, Department of Health and Human Services
Title

Fernando Serrano Date

Administrator, Division of Child and Family Services
Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada On _____
Date

ATTACHMENT A

SCOPE OF WORK

The PROVIDER agrees to make every reasonable effort to maintain sufficient staff, facilities and equipment necessary to deliver the agreed upon detention services and further agrees to notify the DIVISION whenever it is unable to provide the required quality or quantity of service. Said notice is to be given immediately upon PROVIDER becoming aware of its inability to comply in full with this provision of the contract.

The PROVIDER may enter into subcontracts for reasonable services under this contract. Such subcontracts shall be subject to such reasonable conditions and provision as the DIVISION may deem necessary.

The PROVIDER shall submit monthly billings for services. The billings shall be submitted within twenty (20) days of the end of the month of service. Billing adjustments, if needed, may be included with written justification on subsequent billings. Billings shall be submitted to the NEVADA YOUTH PAROLE BUREAU at 560 Mill Street, Suite 250, Reno, Nevada 89502.

The monthly billings shall be identified and separated into the following sections:

1. Youth's Name
2. Date Detained
3. Date Released
4. Total Billing Days

PROVIDER guarantees, as a condition precedent to payment and subject to audit as hereinafter provided, those programs through which the services are provided are operated efficiently and the rate of payment for the term of this Agreement shall not exceed that provided for in paragraph (7) Consideration of the contract.

ATTACHMENT B

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONFIDENTIALITY AGREEMENT

BETWEEN

THE DIVISION OF CHILD AND FAMILY SERVICES
hereinafter referred to as "DCFS"

and

*Carson City Juvenile Probation Department
Juvenile Division of the First Judicial District Court*

hereinafter referred to as "Contractor"

This CONFIDENTIALITY AGREEMENT (the Agreement) is hereby entered into between Covered Entity and Contractor.

WHEREAS, DCFS may make available to Contractor certain Information, in conjunction with goods or services provided by Contractor to DCFS that is confidential and must be treated and protected as such.

WHEREAS, Contractor may have access to and/or receive from DCFS certain Information that can be used or disclosed only in accordance with this Agreement

NOW, THEREFORE, DCFS and Contractor agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. **Agreement** shall refer to this document and that particular Inter-local Agreement to which this addendum is made a part.
2. **Contractor** shall mean Carson City Juvenile Probation Department, Juvenile Division of the First Judicial District Court.
3. **Information** shall mean any "personal information including any individually identifiable health information" in any form or media provided and/or made available by DCFS to Contractor.
4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of Information.

II. TERM

The term of this Agreement shall commence as of the Effective Date of the primary Inter-local Agreement and shall expire when all of the information provided by DCFS to Contractor is destroyed or returned, if feasible, to DCFS pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

Contractor hereby agrees it shall not use or disclose the Information provided or made available by DCFS for any purpose other than as permitted by this Agreement or Required by Law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY CONTRACTOR

Contractor shall be permitted to use and/or disclose Information provided or made available from DCFS for the purpose(s) required in fulfilling its responsibilities under the primary Inter-local Agreement.

V. USE OR DISCLOSURE OF INFORMATION FOR MANAGEMENT, ADMINISTRATION OF BUSINESS, AND LEGAL RESPONSIBILITIES

Contractor may use Information if necessary for the proper management and administration of Contractor; to carry out legal responsibilities of Contractor; and to provide data aggregation services relating to the health care operations of DCFS. Contractor may also disclose Information provided that:

1. The disclosure is Required by Law; or
2. Contractor obtains reasonable assurances from the person to whom the Information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person.

VI. OBLIGATIONS OF CONTRACTOR

1. **Appropriate Safeguards.** Contractor will use appropriate safeguards to prevent use or disclosure of Information other than as provided for by this Agreement.
2. **Reporting Improper Use or Disclosure.** Contractor will report to DCFS any use or disclosure of Information not provided for by this Agreement of which it becomes aware.
3. **Agents and Subcontractors.** Contractor shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available Information, will be bound by the same restrictions and conditions on the use of Information that apply to Contractor and are contained in this agreement.
4. **Return or Destruction of Information.** Upon termination of Agreement, Contractor will return or destroy all information received from, or created or received by Contractor on behalf of DCFS. Contractor shall not retain copies of such Information upon termination of Agreement. If returning or destroying Information at termination of Agreement is not feasible, Contractor will extend the Information protections of this Agreement and limit further uses and disclosures to those purposes that make the return or destruction of Information infeasible.