

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Nevada Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, NV 89706

and

City of Las Vegas-Neighborhood Services
400 Stewart Ave
Las Vegas, NV 89101

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: **July 1, 2010** to **June 30, 2011**, 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shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.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 the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. Contractor agrees to provide the services set forth in paragraph (6) at a cost of \$Actual per Invoice (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments not to exceed \$95,000 for FY 11. 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 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.

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. To the extent applicable, actual contract damages for any breach shall 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 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.

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 State of Nevada 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.

_____ Signature	_____ Date	<u>OSCAR B. GOODMAN, MAYOR</u> Title
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_____ Signature	_____ Date	<u>BEVERLY K. BRIDGES, MMC CITY CLERK</u> Title
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_____ Romaine Gilliland	_____ Date	Administrator, <u>Division of Welfare and Supportive Services</u> Title
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_____ Michael J. Willden	_____ Date	Director, <u>Department of Health and Human Services</u> Title
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_____ Signature – Nevada State Board of Examiners	APPROVED BY BOARD OF EXAMINERS On _____ (Date)
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Approved as to form by:

<u>Robert S. Sylvain</u> Las Vegas City Attorney, Deputy	<u>4-27-10</u> On _____ (Date)
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_____ Deputy Attorney General for Attorney General, State of Nevada	On _____ (Date)
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Scope of Work

Purpose: This attachment identifies specific requirements that are not specified in the general body of the contract between the Division of Welfare and Supportive Services (DWSS) and the Delegate Agency Delegate. It is mutually agreed that DWSS acting through Las Vegas, Clark County Urban League (LVCCUL) will oversee the performance of Before and After School Programs in compliance with DWSS regulations and the LVCCUL Child Care and Development Program with the following stipulations, conditions and requirements:

PERFORMANCE:

I. COMPLIANCE

- 1) IRS Tax Exemption Letter: Delegate Agency must have on file proof of IRS granting 501 [c] 3 nonprofit statuses or other appropriate tax reporting documentation for public or private agencies.
- 2) Child Care may be paid for children under the age of 13, or up to age 19 if the child is physically or mentally incapable of caring for him/herself as verified by the determination of a physician or a licensed or certified psychologist, or under court supervision.

II. ASSURANCES

- 1) Keeping Good Records: Delegate Agency assures LVCCUL that it shall maintain accurate work records on participant services, assistance, references, duties performed under this contract and financial transactions as may be required and that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Delegate Agency, 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 of the Delegate Agency where such records may be found, with or without notice by DWSS or their designee, LVCCUL, the Department of Administration, Budget Division, The Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, the relevant Federal agency, the Comptroller General, the General Accounting Office and the Office of the Inspector General.
- 2) Non-Political Activities: Delegate Agency assures that funds from this grant will not be used for any political activity or any activities to provide voters and prospective voters with transportation to the polls or similar assistance in connection with any election or any voter registration activity. Delegate Agency agrees to comply with Title VI of the Civil Rights Act of 1964; Delegate Agency will not use funds from Child Care Development Funds (CCDF) for religious or sectarian purposes. Delegate Agency also agrees to comply with all applicable laws, ordinances and codes of State and local governments.
- 3) Acceptance of this agreement excludes the contractor from compensation for any services provided to certificate eligible families.

- 4) Delegate Agency agrees to comply with Fair Labor Standards Act of 1938, as amended, which establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one half, as well as other provisions for employees paid under this contract.
- 5) Delegate Agency agrees to comply with the Equal Employment Opportunity, Executive Order, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin.
- 6) Delegate Agency agrees that it will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City and City ordinance or State and Federal Statutes that effect the provisions of work being carried out under this Contract.
- 7) Delegate Agency agrees to comply with the Pro-children Act of 1994. Public Law 103-227, Part C-Environment Tobacco Smoke, by not permitting smoking in any portion of any non residence indoor facility or facility which is leased by the Contractor in which a portion is also used routinely or regularly used for the provision of health, day care, education, or library services to children under 18 years of age.

III. STATEMENT OF WORK

Delegate Agency shall perform the following work under this Contract within the specified period agreed upon and in complete compliance with requirements and conditions set forth in the State Child Care Policy Manual published by DWSS as it pertains to contracted slots.

- 1) Accept participant's completed and signed Delegate Agency child care subsidy application and forward to LVCCUL within three (3) business days of receipt.
- 2) Report changes in eligible household's circumstances to LVCCUL within three (3) business days after gaining knowledge of the change.
- 3) Contact LVCCUL within three (3) business days if the child no longer utilizes the services provided by the Delegate Agency.
- 4) Inform parents of their rights to receive services, rights to appeal and right to file a complaint.
- 5) Provide verification of child's attendance in accordance with the Child Care State Policy Manual as it pertains to contracted slots.
- 6) Attendance billings must include the service site/location's name, address, telephone number, amount charged, period of time covered and the names of the children for which child care payment is requested.
- 7) Notify LVCCUL within three (3) business days of a participant's termination for subsidy assistance in writing.
- 8) Provide verbal notification to LVCCUL of any professional or ethical infraction by a Delegate Agency employee within one business day of discovery with written summary to follow within two (2) business days.

- 9) Unless otherwise specified the Delegate Agency must maintain all records relevant to this contract for a period of three years as follows:
 - a. Child Attendance Records - Retain this record for three (3) calendar years from last date of attendance.
 - b. Billing Records - Retain this record for three (3) calendar years from the date upon which the bill is paid or rejected.

IV. MONITORING AND REPORTING

- 1) Reporting: Delegate Agency shall provide reports to LVCCUL in the DWSS required format by the dates set forth in Attachment A of this contract.
- 2) Monitoring: Delegate Agency shall permit LVCCUL and DWSS representatives to monitor program performance during the year. LVCCUL will monitor Delegate Agency records at least two times during the year. Delegate Agency will further allow access by any authorized LVCCUL Official, DWSS Official, State official or the comptroller of the United States or any duly authorized representative to any documents related to the program during normal business hours.

V. COMPENSATION

LVCCUL shall maintain financial records for this grant and payments will be made to Delegate Agency for costs incurred against the approved budget through United Way for the Child Care Development Funds. Delegate Agency agrees to seek payment for only those children determined subsidy eligible by LVCCUL. The Delegate Agency will adhere to the following procedures for the processing of financial transactions:

- 1) Delegate Agency is to submit a signed contract prior to payment being issued. A new Contract is to be signed annually or more often if necessary due to amendments in the Service Contract.
- 2) Delegate Agency is to submit voucher/Enrollment Attendance Verification (EAV) billings monthly to LVCCUL before or by the 5th business day of each month for timely compensation.
 - a. The EAV must be accurately completed and provide information as to the actual days of attendance.
 - b. Each page of the EAV will be signed by an authorized person unless the Delegate Agency uses electronic means to record attendance.
 - c. EAV's may be submitted seeking reimbursement for the entire billing month when an enrolled and otherwise eligible child attends at least one day during the month.
 - d. At the discretion of the LVCCUL, DWSS or their designee the provider's attendance logs may be requested and compared to the EAV's submitted by the provider. The provider is required to cooperate with the review process.
- 3) For each eligible child the Delegate Agency's contracted slots will be paid at the state approved rate, using the state maximum daily rate sheet less the participant's co-payment responsibility. For children five years of age through 12 years of age or special needs children 13 years of age to 19 years of age full time attendance is justified when attendance records validate at least 3 hours of attendance in a calendar day during the billing month. For children less than six years

of age full time attendance is justified when attendance records validate at least 4 hours and 30 minutes of attendance in a calendar day during the billing month.

- 4) The Delegate Agency agrees to bill monthly for actual expenses not exceeding 1/9th of the total of the contract amount for any month.
- 5) Delegate Agency agrees to submit to LVCCUL for payment approval, along with stated voucher/billings, supportive documentation of services rendered including:
 - a. Client's social security number and copy of attendance sheet;
 - b. Category of service; and
 - c. Amount of payment to be made;
 - d. Appropriate forms.
- 6) Bills not submitted within 90 days from the end of the service month will be classified as stale and rejected for payment.
- 7) Adjustments must be turned in within 60 days after receipt of payment for services provided.
- 8) Upon approval from LVCCUL, payment shall be made by United Way directly to Delegate Agency within 30 days.
- 9) This contract is subject to receipt of funds from DWSS. In no event will Delegate Agency expenditures under this Grant Award exceed the total contract authority of this contract for full performance of the work outlined in the Contract.

VI. TERMINATION

- 1) If the Delegate Agency fails to fulfill its obligations in the performance of work specified under this Contract, or violates any of the applicable laws or conditions, DWSS, LVCCUL or United Way shall have the right to terminate this Contract by giving written notice to the Delegate Agency not less than ten (10) days prior to the effective date of the termination. Upon such termination, Delegate Agency agrees to transfer to the LVCCUL any CCDF or Grant assets and child care records which are in its possession at the time of such termination.
- 2) All Parties agree that: the use or disclosure to any party of any information concerning a client/participant for any purpose not directly connected with the administration of DWSS or LVCCUL responsibilities with respect to purchased services hereunder, is prohibited.
- 3) The term of this Contract and its execution are subject to all applicable Nevada laws and regulations. This Contract shall be construed and interpreted according to the laws of the State of Nevada.
- 4) Any alterations, variations, modifications or waivers of provisions of this Contract shall be in writing, duly signed by both parties and attached to the original of this Contract.
- 5) This Contract may be terminated by either party at any time, with or without cause, upon thirty (30) days' notice, in writing, and delivered by mail or person to the other party. The Delegate Agency shall be entitled to any reasonable and irrevocable expenses incurred prior to the time of termination.