



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** September 16, 2021

Staff Contact: Max Cortes

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed no-cost interlocal contract between the State of Nevada, acting by and through its Department of Health and Human Services, Division of Public and Behavioral Health (“Rural Clinics”), and the Carson City Justice/Municipal Court to facilitate collaborative case coordination for Mental Health Court Program participants, to be effective through June 30, 2023. (Max Cortes, mcortes@carson.org)

Staff Summary: Rural Clinics receives funding from the State for the Carson City Justice/Municipal Court’s Mental Health Court Program. The funding is budgeted and expended by Rural Clinics. The funding pays for one full-time Psychiatric Caseworker and an additional \$19,998 for ancillary program needs.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Safety

Previous Action

The Board of Supervisors approved the prior interlocal contract on June 20, 2019.

Background/Issues & Analysis

The State has been providing a Psychiatric Case Worker to provide Mental Health Court Program participants care coordination, specifically, linkage services to mental health and behavioral services for over a decade. The Mental Health Court Program is a court supervised comprehensive diagnostic and treatment program for participants whose untreated mental illness contributes to their criminal conduct. The Psychiatric Case worker has served as a member of the Mental Health Court Team by attending staff meetings and court hearings weekly. The funding for the full-time Psychiatric Case Worker and ancillary services for participants in the Mental Health Court Program is allocated by the Nevada Legislature to Rural Clinics. It is important to note that the Mental Health Court Program was established in 2005 and serves Carson City as well as other individuals who are identified in neighboring courts who refer individuals to the program. The proposed interlocal contract is supported by Kristin N. Luis, Justice of the Peace, and James T. Russell and James E. Wilson, Jr., District Court Judges, to assist in sustaining the Mental Health Court Program.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? No

Explanation of Fiscal Impact: N/A

Alternatives

Do not approve the contract.

Attachments:

[C_17855_MENTALHEALTH_COURT_6-30-22_FINAL.pdf](#)

Board Action Taken:

Motion: _____ 1) _____
2) _____

Aye/Nay

(Vote Recorded By)

CETS# N/A	BA 3648
REF# C 17855	CAT: N/A GL N/A

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

Public Entity #1:	Department of Public and Behavioral Health – Rural Clinics
Address:	727 Fairview Drive, Suite A
City, State, Zip Code:	Carson City, NV 89701
Contact:	Brian Burriss, Clinical Program Manager I
Phone:	775-684-5029
Fax:	775-687-1181
Email:	brianburriss@health.nv.gov

Public Entity #2:	Carson City Justice/Municipal Court
Address:	885 East Musser Street
City, State, Zip Code:	Carson City, NV 89701
Contact:	Maxine Cortes
Phone:	775-283-7249
Fax:	775-887-2351
Email:	MCortes@carson.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**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, ‘Contract’ means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	July 1, 2021	To:	June 30, 2023
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, 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 communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

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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Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Total Contract Not to Exceed:	\$0
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

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

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- 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, including confidential documents, to the extent that the relevant agency is authorized to access confidential documents, and except for any documents that have been sealed by the court.
- 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. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
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, acts of public enemy, acts of terrorism, 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 constructed 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 non-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.

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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. Rural Clinics and the Court, if the Public Records Act is applicable to the Court, 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, except if information designated as confidential by this contract is required to be disclosed by law.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, 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. The parties and its subcontractors 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. The parties 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 **Section 6, Incorporated Documents.**
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 exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

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24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as 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.

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

CARSON CITY JUSTICE/MUNICIPAL COURTS

Carson City Justice of the Peace

Kristin Luis Date

Title

Lori Bagwell Date

Mayor
Title

DIVISION OF PUBLIC AND BEHAVIORAL HEALTH

Lisa Sherych Date

Administrator, DPBH
Title

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Richard Whitley, MS Date

Director, DHHS
Title

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____
Date

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ATTACHMENT A: Scope of Work

Interlocal Agreement between Division of Public and Behavioral Health: Rural Clinics and Carson City Justice/Municipal Court

This Interlocal Agreement establishes a formal referral agreement among and between the Division of Public and Behavioral Health, Rural Clinics (hereafter **Rural Clinics**) and Carson City Justice/Municipal Court (hereafter **Court**).

The goal is to provide collaborative case coordination for Mental Health Court participants within the Carson City Justice/Municipal Court.

1. Overview

- 1.1. **Court** will provide referral of Mental Health Court participants to **Rural Clinics**.
- 1.2. **Rural Clinics** agrees to provide care coordination, specifically linkage services to mental health services in their community and additional behavioral health services recommended by licensed professionals.

2. Definitions

- 2.1. Multiple Care Managers: An eligible participant may have multiple care coordinators, particularly if she/he is under mental and physical health treatment. Depending on the eligible participant's needs, the care coordinator may be responsible for linking to behavioral health providers as well as ensuring screenings, referrals and coordination of treatment.
- 2.2. Psychiatric Caseworker: Refers to a qualified individual who provides care coordination to individuals and families experiencing behavioral health challenges. Duties include assessments, monitoring and referrals to medically necessary resources.
- 2.3. Care Coordination: A formal process that ensures ongoing coordination of efforts on behalf of individuals who meet the care criteria for a higher intensity of needs. Care coordination includes facilitating communication and referral between the individuals and providers and providing for continuity of care by creating linkages to and monitoring of transitions between intensities of services.
- 2.4. Service Coordination: Service designed to ensure linkage, referral and receipt of needed services. The intent of these services is to assist eligible individuals in gaining access to needed medical, social, educational, and other support services including housing and transportation needs. Components of this service include assessment, care planning, referral/linkage and monitoring/follow-up. These services do not include the direct delivery of medical, clinical or other direct services.
- 2.5. Rehabilitative Mental Health Services: goal-oriented interventions provided by a Psychiatric Caseworker that target the maximum reduction of mental and/or behavioral health impairments and strive to restore the participants to their best possible level of functioning.

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- 2.6. Person Centered: A term which refers to mutually beneficial partnerships between patients, families and behavioral health providers, which respect individual needs, values and demonstrate compassion, continuity, clear communication and shared decision making.
- 2.7. Comprehensive Outpatient Behavioral Health (BH) Services: Comprehensive outpatient BH services include but are not limited to psychiatric evaluations, screenings and assessments, medication clinic services, mental health therapies (group and individual), rehabilitative mental health services (e.g., basic skills training, psychosocial rehabilitation, etc.), and targeted case management (TCM) services.

3. Understandings

- 3.1. Both parties agree that all participants have the freedom to choose (and/or request referral to) any provider of services, and both parties will advise participants of such right, subject to any valid restriction (s) imposed by participation in a managed care plan.
- 3.2. Both parties agree to request a participant's consent for disclosure of their health information, in accordance with State and Federal law and regulations. Both parties shall follow a participant's preferences for protected health information, consistent with the philosophy of person and family-related consent.
- 3.3. Both parties agree that if a client is referred by **Court** and consents to service coordination with **Rural Clinics**, should it be determined that ongoing treatment is required, **Rural Clinics** will either provide the necessary services and/or refer the client to a community provider for necessary services.

4. Scope of Work

4.1. Rural Clinics will:

- 4.1.1. **Rural Clinics** will provide care coordination including facilitating communication with identified mental health providers and community resources; facilitate rehabilitative mental health groups, provide basic skills training and psychosocial rehabilitate skills training.
- 4.1.2. **Rural Clinics** will manage State General Funds money that has been allocated to Mental Health Court services and provide monthly budget summaries to **Court**.
- 4.1.3. A **Rural Clinics** identified Psychiatric Caseworker will attend weekly Mental Health Court Staffing and Hearings. The Psychiatric Caseworker will provide weekly progress reports during the Staffing and Hearings.
- 4.1.4. **Rural Clinics** will provide clinicians to screen, assess and treat Mental Health Court participants in an outpatient behavioral health setting.
- 4.1.5. **Rural Clinics** will ensure clinical staff (to include contract providers) have and maintain all necessary licenses, certifications, or other credentialing; and will provide appropriate supervision thereof in accordance with applicable State and Federal law and regulations.
- 4.1.6. **Rural Clinics** will provide culturally competent outpatient behavioral health services.

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4.2. **Court will:**

- 4.2.1. **Court** agrees to use a care coordination model in collaboration with Rural Clinics.
- 4.2.2. **Court** will facilitate weekly Staffing and Hearings, monitoring status updates from multiple treatment team providers.
- 4.2.3. **Court** will facilitate monthly meetings with a Rural Clinics Clinical Program Manager to review and assure funds are utilized in the best interest of Mental Health Court participants.

4.3. **Both Parties Will:**

- 4.3.1. Ensure all employees, affiliated providers, and interpreters understand and adhere to confidentiality and privacy requirements applicable to the service provider, including but not limited to the requirements of Health Insurance Portability and Accountability Act, 42 CFR Part 2 and other federal and state laws, including patient privacy requirements specific to the care of minors.
- 4.3.2. Have policies and procedures in place to track and address participant complaints and grievances.

5. Considerations:

Rural Clinics will provide one fulltime Psychiatric Caseworker (with a projected caseload of 35 participants) and additional funding, \$19,998 per year for ancillary service for participants including, but not limited to; housing, clothing, hygiene products and other related ancillary needs. Continued funding by Rural Clinics is contingent upon the availability of allocated State general funds each biennium. Rural Clinics will abide by established billing procedures for each participant served who has insurance covering mental health.