

CETS #:	
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Division of Public and Behavioral Health
Address:	4150 Technology Way, Ste 300
City, State, Zip Code:	Carson City, NV 89706
Contact:	Margaret Moe
Phone:	(775) 684-5990
Fax:	
Email:	mmoe@health.nv.gov

Public Entity #2:	Nevada Western Interstate Commission of Higher Education (Nevada WICHE)
Address:	2601 Enterprise Rd
City, State, Zip Code:	Reno, NV 89512
Contact:	Patty Porter
Phone:	(775) 784-3449
Fax:	
Email:	pporter@nshe.nevada.edu

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 01, 2023	To:	June 30, 2025
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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
ATTACHMENT B:	Nevada Psychology Internship Consortium NV-PIC Consortial Agreement

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:

\$ 225,000.00	per	Attachment A
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Total Contract or installments payable at:	Submission of Billing Claim
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Total Contract Not to Exceed:	\$225,000.00
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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.

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.
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.

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19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, 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.
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.

_____	_____	_____
Fred Lokken Authorized Signature	Date	Nevada WICHE Executive Commission
_____	_____	_____
Cathy Dinauer Authorized Signature	Date	Nevada WICHE Commissioner
_____	_____	_____
Dale Erquiaga Authorized Signature	Date	Nevada WICHE Commissioner
_____	_____	_____
Cody Phinney Authorized Signature	Date	Administrator Division of Public and Behavioral Health

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On: _____
Date

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ATTACHMENT A

SCOPE OF WORK AND DELIVERABLES

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ATTACHMENT A

SCOPE OF WORK AND DELIVERABLES

Nevada WICHE will contribute \$112,500 per year to the Division of Public Behavioral Health (DPBH), as appropriated by the Nevada Legislature. DPBH will use these funds to pay the Regional Western Interstate Commission of Higher Education to fund three (3) psychology interns at \$37,500.00 each.

- Cost of \$112,500.00 per year, 2-year total = \$225,000.00
- \$37,500.00 to be applied to 3 NV-PIC interns per year x 2 years
- Nevada WICHE’s support is solely for the purpose of contributing to the Regional Western Interstate Commission of Higher Education Intern stipends.

DPBH will annually provide to Nevada WICHE the following details regarding funding, internships and interns:

- Written confirmation that Nevada WICHE’s support was used and applied only as a stipend to the Regional Western Interstate Commission of Higher Education Intern Stipends;
- Names, physical and email addresses and other contact information of each supported intern;
- Logistical details of each internship placement including the name, physical address, and phone number of the host facility of each intern;
- Start and end dates of each internship;
- Number of clients the intern is expected to have served throughout their term of each internship; and
- Information regarding the intent to work in Nevada or out of state, and, if remaining in Nevada, the physical work location of each intern following completion of the internship.

Additionally, DPBH agrees to:

- Notify Nevada WICHE immediately (in no event later than 2 weeks from the date DPBH learns that funding has dropped) in the case funding allocated to any one of the three designated interns is “dropped” for any reason including but not limited to:
 - Ending the internship before completion of the program;
 - An intern declines or otherwise does not use the support fee allocated to him/her along with the amount unapplied, and will reach agreement with Nevada WICHE on the manner to apply any remaining funds which may be applied either to another intern for the same fiscal year, returned to Nevada WICHE or another mutually agreeable disposition of funds; and
 - Provide additional information to Nevada WICHE and/or written information or testimony to the Nevada Legislature or legislative staff, as requested, regarding use of funding, allocation or other related details.

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ATTACHMENT B
NEVADA PSYCHOLOGY INTERNSHIP
CONSORTIUM NV-PIC CONSORTIAL
AGREEMENT



Psychology Internship Consortium

Dr. Emily Slife, NV-PIC Training Director
Division of Public and Behavioral Health
1650 Community College Drive, Las Vegas, NV 89146
Tel: 702.486.0711
Email: eslife@health.nv.gov

Nevada Psychology Internship Consortium NV-PIC Consortial Agreement

The following document represents a consortial agreement between the Nevada Psychology Internship Consortium (herein referred to as NV-PIC), the organizations comprising the membership of NV-PIC (hereinafter referred to as Member Sites), and the Nevada Department of Health and Human Services, Division of Public Behavioral Health (hereinafter referred to as DPBH). The undersigned Member Sites hereby formally agree to pool resources in order to conduct a doctoral internship training program, as required by Standard 1.A.3 of the *APA Standards of Accreditation for Health Service Psychology* and IR C-28 I: Consortium of *Section C: IRs Related to the Standards of Accreditation*. These guidelines specify that the Member Sites adhere to a written agreement that articulates: the nature and characteristics of the participating entities; the rationale for the consortial partnership; each partner's commitment to the training/education program and its aim(s); each partner's obligations regarding contributions, financial support, and access to resources; each partner's agreement to adhere to central control and coordination of the training program by the consortium's administrative structure; each partner's commitment to uniform administration and implementation of the program's training principles, policies, and procedures; and approval by each entity's administrative authority to honor this agreement.

NV-PIC is a consortium comprised of three Behavioral Health Agencies (Member Sites) within DPBH organized for the purpose of providing a broad and culturally-relevant training program to support the preparation and retention of doctoral-level psychologists in Nevada.

Also included as signatories to this agreement are two entities which will contract with DPBH to provide employment and/or funding for the intern trainees to support sustainability of the positions and provide uniform access to employment benefits. These entities are the Western Interstate Commission for Higher Education (hereinafter referred to as WICHE), which will provide employment to the intern trainees inclusive of administrative costs, and the State of Nevada branch of WICHE (hereinafter referred to as Nevada WICHE), which will provide funding to support employment of the intern trainees inclusive of administrative costs.

Member Sites agree to the following NV-PIC guidelines as they pertain to the training of NV-PIC interns:

- 1) Uphold and follow the NV-PIC program aim, which reads: *The aim of the Nevada Psychology Internship Consortium (NV-PIC) is to prepare and retain high quality and culturally competent psychologists to provide integrated public behavioral health care for the people of Nevada;*
- 2) Adhere to the rules and regulations of the American Psychological Association (APA) and the Association of Psychology Postdoctoral and Internship Centers (APPIC) as they apply to doctoral internships
- 3) Adhere to the NV-PIC policies and procedures as established by the NV-PIC Training Committee including addressing trainee admission, training resource access, potential performance expectations, and evaluations; as well as due process procedures including notice, hearing, and appeal. To the extent permitted by applicable law and Member Agency policies and procedures, agreement to the observance of

www.nv-pic.org

the NV-PIC Due Process Policy and Procedures. The NV-PIC Due Process policy describes how each internship site deals with problematic intern performance issues and includes notice, hearing and appeal, details how any interns' grievances with the training program or supervision are handled within NV-PIC, formal evaluation and complaint procedures, and intern responsibilities and rights in the process.

- 4) Participate in the NV-PIC Training Committee by providing a full voting member with the decision-making authority to represent each Member Site; and,
- 5) Abide by training-related decisions made by the NV-PIC Training Committee. Decisions are made by consensus.
- 6) Commit to ensuring continuation of training for interns in the consortium, particularly if at least one partner leaves the consortium.

WICHE hereby agrees to the following as it pertains to the training of NV-PIC interns:

- 1) Employ the interns; and,
- 2) Provide uniform salaries and benefits for interns across training sites.

This agreement shall become effective upon the first day of employment for the 2022-25 internship cohort and remains in effect for the 36-month duration of the 2022-23, 2023-24, and 2024-2025 internship cohorts. The agreement includes a commitment of resources, which shall be ensured by DPBH annually through a signed contract with WICHE. DPBH agrees to have each of the Member Sites participate in the Consortium for a minimum of two academic years. Member Sites in consultation with DPBH may terminate this contract by providing to NV-PIC and WICHE written notice of the intent to terminate. This notice must be provided at least sixty (60) days prior to termination and may not be made effective while an NV-PIC intern is actively engaged with the Member Site. NV-PIC also may terminate this contract with any Member Site that does not uphold the terms of the contract. If a Member Site is terminated for any reason, provisions will be made to ensure continuity of training for all interns.

Addition of new Member Sites must occur through submission of an application for inclusion, approval by DPBH and NV-PIC, and agreement by signature to all stipulations of this MOU. Upon full execution of this Consortium Agreement, Member Sites of NV-PIC will include:

Rural Clinics

Rural Clinics provides collaborative care primarily to individuals with serious mental health disorders in underserved areas of Nevada. Rural Clinics provides services to adults, children, adolescents, and families. The agency, which consists of Rural Counseling and Supportive Services and Rural Public Health and Clinical Services, covers over 100,000 square miles of the state providing services including psychotherapy, psychosocial rehabilitation and basic skills training, psychiatric case management, psychiatric medication management, and residential housing assistance.

Southern Nevada Adult Mental Health Services (SNAMHS)

Southern Nevada Adult Mental Health Services (SNAMHS) is a behavioral health system that consists of a civil and forensic inpatient facility and outpatient community mental health clinics that provide psychiatric and behavioral health services to a diverse population of underserved adults in Southern Nevada, primarily in Las Vegas. The psychology department provides inpatient services which consist of psychological testing, clinical interviews and diagnoses, evidence-based and trauma-informed group and individual psychotherapy

interventions, positive behavior support plans, risk assessments, and client-specific consultations. Outpatient services consist of intake assessments and diagnoses, psychological testing, and evidence-based, trauma-informed group and individual psychotherapy interventions.

Other signatories to this MOU include:

Nevada Department of Health and Human Services, Division of Public and Behavioral Health

The Nevada Division of Public and Behavioral Health (DPBH) is the state agency under which all Member Sites operate. Member Sites participate voluntarily in NV-PIC, as indicated by their signature on this agreement, with approval from DPBH, as indicated via signature by the DPBH Administrator.

Western Interstate Commission for Higher Education (WICHE)

The Western Interstate Commission for Higher Education (WICHE) is a regional organization of the fifteen Western-most states and the US Pacific Territories and Freely Associated States, created by congressional compact to improve access to educational opportunities by facilitating resource sharing among higher education systems. WICHE's Behavioral Health Program (WICHE-BHP) was established specifically to support the improvement of public behavioral health services and the preparation and continuing education of the behavioral health workforce in the West. WICHE-BHP is the department within WICHE that houses the initiative under which this agreement will be facilitated. The WICHE-BHP is a recognized leader in rural behavioral health initiatives and is actively engaged in workforce development activities across the WICHE States and nationally. In addition to general expertise in education, consultation, rural issues, behavioral health, and workforce development, the WICHE-BHP has specific expertise in the development and operations of doctoral psychology internships. The WICHE consultant or staff liaison serves as a non-voting, advisory member of the NV-PIC Training Committee.

Nevada WICHE

Nevada WICHE is an organization that carries out the state-specific goals, objectives, and programs of the multi-state Western Regional Education Compact that created WICHE. Nevada WICHE strives to enhance the workforce and economic development of Nevada by providing the state highly-trained qualified professionals in diversified areas of established need. During the term of this agreement, Nevada WICHE will provide funding to support the employment of NV-PIC interns.

The undersigned parties hereby agree to abide by the terms of this consortial agreement and the related documents described herein (SIGN and DATE). Any modification or addition to this agreement shall be made only by written supplemental agreements executed by the parties concerned. Significant changes related to any aspect of the provisions detailed above, site memberships, and/or in the leadership of the programs in the consortium will be communicated to the CoA within one month.


DocuSigned by:

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Ellen Richardson-Adams
Rural Clinics

6/16/2022 | 5:43 PM EDT

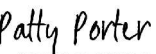
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Susan Lynch, Hospital Administrator
Southern Nevada Adult Mental Health Services

6/16/2022 | 4:50 PM MDT


Date

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Patty Porter, Director
Director, Nevada Western Interstate Commission for
Higher Education (WICHE) Program

6/16/2022 | 5:45 PM MDT


Date

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Dennis Mohatt, Vice President for Behavioral Health
Western Interstate Commission for Higher Education

6/16/2022 | 6:35 PM MDT

Date

 for _____
Lisa Sherych
Administrator, NV Department of Health and Human Services,
Division of Public and Behavioral Health

7/6/22

Date