

DOC # 0745746
06/23/2009 09:19 AM Deputy: GB

OFFICIAL RECORD
Requested By:
DC/PROBATION

Assessor's Parcel Number: N/A

Date: JUNE 22, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder

Page: 1 of 10 Fee: 0.00
BK-0609 PG- 7072 RPTT: 0.00

Name: SCOTT SHICK, JUVENILE PROB OFFICER



Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2009.147
(Title of Document)

FILED

NO. 2009.147

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

2009 JUN 22 AM 10: 24

This agreement is effective the 7th day of May, 2009, by and between LYON AN
County and Lyon County Juvenile Probation, Third Judicial District Court (Lyon County), and
Douglas County and Douglas County Juvenile Detention Facility, Ninth Judicial District Court
(Douglas County). *[Signature]* DEPUTY

A. This Agreement sets forth the terms upon which Douglas County agrees to provide detention services to Lyon County.

B. 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.

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. CONTRACT TERM. This Contract shall be effective July 1, 2009 to July 1, 2010, unless sooner terminated by either party as set forth in this Contract.

3. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph 2, 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terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

4. INCORPORATED DOCUMENTS. Attachment A describing the services Douglas County will provide and Attachment B defining the parties respective obligations to maintain confidentiality are incorporated herein as if set forth in full. The parties agree that the terms and conditions listed on the incorporated attachments are specifically a part of this Contract.

5. PAYMENT. Douglas agrees to provide the detention services described in Attachment A at a cost of \$110.00 per day, per youth. Douglas County shall provide Lyon County an itemized invoice monthly. Lyon County shall have 30 days from the date of the invoice to pay Douglas County.

6. 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 represen-

tatives, 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.

7. 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.

8. 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.

9. 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.

10. INDEMNIFICATION. Each party to this agreement agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS chapter 41, from and against any liability arising out of the performance of the agreement proximately caused by any act or omission of its own officers, agents, and employees.



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11. 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.

12. 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.

13. 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 unenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

14. 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.

15. 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.

16. 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.

17. 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.

18. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachments 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.

19. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally by hand, by telephone 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 addresses set forth below:

Lyon County Juvenile Probation
Third Judicial District Court
31 S. Maine Street
Yerington, NV 89447
(775) 463-6641
FAX (775) 463-2204

Douglas County Juvenile Detention Facility
Ninth Judicial District Court
P.O. Box 218
Minden, Nevada 89423
(775) 782-9811
Fax: (775) 782-9808

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

Douglas County Juvenile Detention Facility:

By: *Scott Shick* Date: 4-23-09
Scott Shick

Douglas County Board of Commissioners:

By: *Nancy McDermid* Date: 18 June 2009
Chairman

Attested to by: *[Signature]*
Douglas County Clerk
BY: *Yvonne Seducts*
Clerk to the Board

Lyon County Juvenile Probation:

By: Roger W. Sayre
Roger W. Sayre
(Print name and title)

Date: 4-28-09

Lyon County Board of Commissioners:

By: Theresa Thunewill
Chairman

Date: 5/7/09

Attested to by: Trish Bryan
Lyon County Clerk

ATTACHMENT A

SCOPE OF WORK

Douglas County will provide Lyon County with temporary detention services for its youth who by the nature of their behavior are determined to be dangerous to themselves, dangerous to the community, and/or have displayed a propensity to commit damage to property, *as space is available in accordance with the Annie E. Casey Foundation guidelines for the appropriate detention of children in juvenile facilities.*.. Douglas County will make the determination of space availability. Lyon County will provide signed and dated copies of the following Douglas County detention forms prior to the appropriate detention of any juvenile.

1. Douglas County Juvenile Detention Center Risk Assessment Instrument
2. Douglas County Juvenile Detention Center Juvenile Arrest/Synopsis Form
3. Douglas County Juvenile Detention Center Booking Sheet

If the detention facility is at capacity, Douglas County and Lyon County will cooperate and triage with all agencies with which Douglas County has contracted to provide for the release and detainment of youth based on risk factors determined by the Detention Screening Instrument.

Douglas County may enter into subcontracts for reasonable services under this contract.

Douglas County shall submit monthly billings for services. The billings shall be submitted within twenty (20) days of the end of the month of service. Billings shall be submitted to: Lyon County Juvenile Probation.

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
5. All sums owed are payable within 30 days of billing date.

COPY



ATTACHMENT B

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (the Agreement) is hereby entered into between Lyon County and Douglas County effective July 1, 2009.

A. Lyon County may make available to Douglas County certain information, in conjunction with goods or services provided by Douglas County to Lyon County that is confidential and must be treated and protected as such.

B. Douglas County may have access to and/or receive from Lyon County certain information that can be used or disclosed only in accordance with this Agreement

NOW, THEREFORE, Lyon County and Douglas County agree as follows:

1. DEFINITION OF "INFORMATION". "Information" shall mean any personal information including any individually identifiable health information in any form or media provided and/or made available by Lyon County to Douglas County.

2. TERM. The term of this Agreement shall commence as of the Effective Date of the primary Interlocal Agreement and shall expire when all of the information provided by Lyon County to Douglas County is destroyed or returned, if feasible, to Lyon County pursuant to Clause 4.

3. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW. Douglas County hereby agrees it shall not use or disclose the Information provided or made available by Lyon County for any purpose other than as permitted by this Agreement or required by law.

4. PERMITTED USES AND DISCLOSURES OF INFORMATION BY DOUGLAS COUNTY. Douglas County shall be permitted to use and/or disclose Information provided or made available from Lyon County for the purpose(s) required in fulfilling its responsibilities under the primary Interlocal Agreement to which this confidentiality agreement is attached and incorporated.

5. USE OR DISCLOSURE OF INFORMATION FOR MANAGEMENT, ADMINISTRATION OF BUSINESS, AND LEGAL RESPONSIBILITIES. Douglas County may use Information if necessary for the proper management and administration of its detention center; to carry out legal responsibilities of Douglas County; and to provide data aggregation

services relating to the health care operations of Lyon County. Douglas County may also disclose Information provided that:

A. The disclosure is required by law; or

B. Douglas County 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.

6. OBLIGATIONS OF DOUGLAS COUNTY.

A. **Appropriate Safeguards.** Douglas County will use appropriate safeguards to prevent use or disclosure of Information other than as provided for by this Agreement.

B. **Reporting Improper Use or Disclosure.** Douglas County will report to Lyon County any use or disclosure of Information not provided for by this Agreement of which it becomes aware.

C. **Agents and Subcontractors.** Douglas County 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 Douglas County and are contained in this agreement.

D. **Return or Destruction of Information.** Upon termination of the Agreement, Douglas County will return or destroy all information received from, or created or received by Douglas County on behalf of Lyon County. Douglas County shall not retain copies of such Information upon termination of the Agreement. If returning or destroying Information at termination of the Agreement is not feasible, Douglas County will extend the Information protections of the Agreement and limit further uses and disclosures to those purposes that make the return or destruction of Information infeasible.

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: June 22, 2009
Clerk of the 6th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

