






TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: July 23, 2020

RE: *Approval of Amendment of Interlocal Service Agreement between Southern Nevada Health District and the Las Vegas Metropolitan Police Department.*

PETITION # 04-21

That the Southern Nevada District Board of Health *approve the amendment AO1 to the Interlocal Service Agreement C2000093, between the Southern Nevada Health District (SNHD) and the Las Vegas Metropolitan Police Department to collaborate on training and enhancement related to pre-arrest and pre-trial diversion for those with substance use and those vulnerable to overdose. The purpose of this amendment is to extend the period or performance to August 31, 2021 and will allow for completion of specified trainings within the scope of work to enhance officer lead diversion that were delayed due to travel restrictions related to COVID-19.*

PETITIONERS:

Marlo Tonge, *Communicable Disease Manager* 
Michael Johnson, PhD, *Director of Community Health* 
Fermin Leguen, MD, MPH, *Acting Chief Health Officer* 

DISCUSSION:

This is an agreement to support and collaborate with the Las Vegas Metropolitan Police Department's Law Enforcement Intervention for Mental health and Addiction (LIMA),(formerly known as the Law Enforcement Assisted Diversion (LEAD) Program), to expand their training programs through internal capacity building.

FUNDING:

This agreement will provide funding to the Las Vegas Metropolitan Police Department for their collaboration in the Overdose Data to Action Project. This is direct funding from federal grant dollars, CDC ODTA 1 NU17Ce925002-01-00



**AMENDMENT A01 TO
INTERLOCAL AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
LAS VEGAS METROPOLITAN POLICE DEPARTMENT
C2000093**

THIS AMENDMENT A01 IS MADE WITH REFERENCE TO Interlocal Agreement for Professional Services (“Agreement”), Effective Date January 1, 2020, by and between between the Southern Nevada Health District (“Health District”) and Las Vegas Metropolitan Police Department (“LVMPD”) (individually “Party” and collectively “Parties”).s

WHEREAS, LVMPD experienced unexpected delays in provision of the services contemplated in the Agreement due to the onset of the COVID-19 pandemic and LVMPD’s response thereto; and

WHEREAS, the Parties mutually desire to amend the Agreement for the purpose of allowing LVMPD the time required to provide services to Health District in support of the Grant described on the first page of the Agreement.

NOW, THEREFORE, pursuant to Subsection 1.05 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- 1) The first sentence of the first paragraph of Section 1, Term, Termination, and Amendment is hereby amended to extend the end date through August 31, 2021.
- 2) Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:
 2. INCORPORATED DOCUMENTS. The Services to be performed to be provided and the consideration therefore are specifically described in the below referenced documents which are listed below and attached hereto and expressly incorporated by reference herein:

ATTACHMENT A-A01: SCOPE OF WORK

ATTACHMENT B-A01: PAYMENT

ATTACHMENT C: ADDITIONAL GRANT INFORMATION AND REQUIREMENTS

- 3) Section 3, Compensation, is hereby deleted in its entirety and replaced with the following:
 3. COMPENSATION. LVMPD shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A-A01. LVMPD will be reimbursed for actual expenses incurred as provided in Attachment B-A01: Payment. The total not-to-exceed amount of this Agreement is \$42,468, all of which

is funded by the Grant described on the first page of this Agreement; this accounts for 100% of the total funding for the term of the Agreement.

This Amendment A01 is effective as of the date of the last signature affixed hereto.

Except as expressly provided in this Amendment A01, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A01 to Agreement C2000093.

SOUTHERN NEVADA HEALTH DISTRICT

**LAS VEGAS METROPOLITAN
POLICE DEPARTMENT**

By: _____
Fermin Leguen, MD, MPH
Acting Chief Health Officer
Health District DUNS: 137055492

By: _____
Joseph Lombardo, Sheriff
LVMPD DUNS: 085425762

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Heather Anderson-Fintak, Esq.
Associate General Counsel
Southern Nevada Health District

ATTACHMENT A-A01
Scope of Work
Performance Period January 1, 2020 - August 31, 2021

A. Description of Services and Deliverables

A.1 As a subrecipient of Grant funds, LVMPD agrees to provide the following services and reports according to the identified timeframes. Quarterly site visits will coincide with quarterly report due dates of June 15, 2020, September 15, 2020, December 15, 2020, March 15, 2021, June 15, 2021 and September 15, 2021:

Objective	Activities	Outputs	Due Date	Evaluation
1. Goal 1: The Office of Community Engagement officers will receive training and education on prescription drugs, opioids, and other illicit drugs, including trends and best practices.				
1.1 Office of Community Engagement (“OCE”) employees attend the National Conference on Addiction Disorders 2020 Virtual Experience.	1.1.1 LVMPD officers will attend this conference and will share materials and information obtained during annual gatherings with stakeholders to discuss what is working in diversion, prevention and treatment	# of officers attended	July 2020	Quarterly report Copy of agenda
1.2 OCE employees travel to Boston, MA, to meet with the Boston Police Department.	1.2.1 LVMPD officers will meet with site coordinator to exchange ideas and input on programs and to observe program activities while identifying gaps of potential problems before implementation.	# of officers attended	September 2020	Quarterly report Copy of agenda Summary of site visit

Objective	Activities	Outputs	Due Date	Evaluation
2. Goal 2: OCE officers will travel to DP sites to receive technical assistance, training, and education on how to properly implement DP services.				
2.1 OCE employees will travel to Anaheim, CA, to meet with the Anaheim Police Department	2.1.1 LVMPD officers will meet with site coordinator to exchange ideas and input on programs and to observe program activities while identifying gaps of potential problems before implementation.	# of officers attended	November 2020	Quarterly report Summary of site visit
2.2 OCE employees will travel to New Orleans, LA, to meet with the New Orleans Police Department.	2.2.1 LVMPD officers will receive training for new DP members from hands-on-experienced personnel from other sites	# of officers attended	January 2021	Quarterly report Summary of site visit
2.3 OCE employees will travel to San Antonio, TX, to meet with the San Antonio Police Department.	2.2.1 LVMPD officers will observe case managers providing needs assessments, including substance use disorder screenings to identify DP eligible participants and connect them to appropriate services and resources.	# of officers attended	February 2021	Quarterly report Summary of site visit
2.4 OCE employees will travel to Honolulu, HI, to meet with the Honolulu Police Department.	2.2.1 LVMPD officers will observe case managers providing needs assessments, including substance use disorder screenings to identify DP eligible participants and connect them to appropriate services and resources.	# of officers attended	March 2021	Quarterly report Summary of site visit

Objective	Activities	Outputs	Due Date	Evaluation
3. Goal 3: OCE officers will begin training other officers assigned to area commands.				
3.1 OCE employees will train patrol officers about non-violent drug offenders.	3.1.1 OCE will utilize training obtained from other operating sites for "train the trainer" sessions to educate all of the patrol officers assigned to each of the 10 area command. Visits will be made to each patrol briefing. Training material will be made available in University of Metro Las Vegas.	# of officers trained as a "train the trainer" # of officers trained per area command	Ongoing through performance period.	Training sign in sheets List of # trained by command

Objective	Activities	Outputs	Due Date	Evaluation
4. Goal 4: The DP program will capture success of trainings by capturing pre-arrest diversions and recidivism outcomes by area command.				
4.1 Assess impact of trainings on diversion outcomes	4.1.1 The DP program will report on diversion outcomes to determine the success of training expansion	# of individuals enrolled in the diversion programs (pre-arrest or pre-trial) before trainings were conducted # individuals enrolled after trainings were conducted	Quarterly	Quarterly report of outcomes
4.2 Assess impact of trainings on recidivism	4.2.1 The DP program will report on recidivism of those who enroll in the diversion program	# of individuals re-arrested after initial enrollment before trainings were conducted # individuals re-arrested after enrollment post-trainings	Quarterly	Quarterly report of outcomes

- A.2 LVMPD will submit programmatic reports on time, and as directed by Health District project staff. All programmatic and financial reports will be reviewed by Health District project staff to ensure LVMPD is on track with project deliverables. LVMPD is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties.
- A.3 LVMPD will work closely with Health District project staff to ensure proper close-out of Grant related obligations.

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**ATTACHMENT B-S02
PAYMENT**

A. Payments to LVMPD during Performance Period January 1, 2020 through August 31, 2021 are not-to-exceed \$42,468.

Description	Not-to-Exceed Amount
Travel	\$40,568
Out-of-state travel—Rx Drug Abuse and Heroin Summit Conference, canceled due to COVID-19 travel restriction	
Out-of-state travel—National Conference on Addiction Disorders, now a webinar with no travel required	
Out-of-state travel—Site Visit, Boston, Massachusetts, 4 trips at \$2,082 each for a not-to-exceed total of \$8,328	
Out-of-state travel—Site Visit, Anaheim, California, 4 trips at \$1,296 each for a not-to-exceed total of \$5,184	
Out-of-state travel—Site Visit, New Orleans, Louisiana, 4 trips at \$1,982 each for a not-to-exceed total of \$7,928	
Out-of-state travel—Site Visit, San Antonio, Texas, 4 trips at \$2,032 each for a not-to-exceed total of \$8,128	
Out-of-state travel—Site Visit, Honolulu, Hawaii, 4 trips at \$2,750 each for a not-to-exceed total of \$11,000	
Other	\$1,900
RX Drug Abuse and Heroin Summit Conference Fees, cancelled due to COVID-19 travel restriction	
National Conference on Addiction Disorders Conference (Webinar) Fees, 4 registrations at \$475/each, for a not-to-exceed total of \$1,900	
Total not-to-exceed amount available for reimbursement to LVMPD from January 1, 2020 through August 31, 2021	\$42,468

A.1 Payments shall be based on approved LVMPD invoices submitted in accordance with this Agreement. No payments will be made in excess of the not-to-exceed amount

of this Agreement.

- A.2 Expenses incurred by LVMPD after the end date of the Performance Period will not be eligible for reimbursement from funds allocated to this Performance Period.
- A.3 LVMPD will not bill more frequently than monthly for the term of the Agreement. Each invoice will itemize specific costs incurred for each allowable item as agreed upon by the Parties as identified in the Agreement.
 - (a) Backup documentation including but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District is required, and shall be maintained by the LVMPD in accordance with cost principles applicable to this Agreement.
 - (b) LVMPD invoices shall be signed by the LVMPD's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
 - (c) Invoices are subject to approval by Health District project and fiscal staff.
 - (d) Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.
- A.4 Health District will not be liable for interest charges on late payments.
- A.5 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with disputed items.