



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH
DATE: September 26, 2024

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

PETITION # 05-25

That the Southern Nevada District Board of Health *approve the Interlocal Service Agreement between the Southern Nevada Health District (SNHD) and the Las Vegas Metropolitan Police Department to collaborate on training and enhancement activities related to pre-arrest and pre-trial diversion for those with substance use disorder and those vulnerable to overdose.*

PETITIONERS:

- Fermin Leguen, MD, MPH, District Health Officer** *FL*
- Cassius Lockett, PhD, Deputy District Health Officer-Operations** *CL*
- Anil Mangla, MS, PhD, MPH, FRIPH, Director of Disease Surveillance and Control** *AM*
- Victoria Burris, MPH, Communicable Disease Manager** *VB*

DISCUSSION:

This is an agreement to support and collaborate with the Las Vegas Metropolitan Police Department's Law Community Engagement/HOT (CEP) 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 post overdose response and diversion efforts funded through an award from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance 15PBJA-23-GG-02351-COAP.



**AMENDMENT A01 TO
INTERLOCAL AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
LAS VEGAS METROPOLITAN POLICE DEPARTMENT
C2400113**

THIS AMENDMENT A01 IS MADE WITH REFERENCE TO Interlocal Agreement for Professional Services (“Agreement”), Effective Date May 14, 2024, by and between the Southern Nevada Health District (“Health District”) and Las Vegas Metropolitan Police Department (“LVMPD”) (individually “Party” and collectively “Parties”).

WHEREAS, the Parties mutually desire to extend the term 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 paragraph of Section 1, Term, Termination, and Amendment, is hereby amended to extend the end date of the Agreement through September 30, 2025.
- 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 expenses incurred as provided in Attachment B-A01: Payment. The total not-to-exceed amount of this Agreement is \$43,979, 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.
- 4) Attachment A, Scope of Work, is hereby deleted in its entirety and replaced with Attachment A-A01, which is attached hereto and expressly incorporated by reference herein.

5) Attachment B, Payment, is hereby deleted in its entirety and replaced with Attachment B-A01, which is attached hereto and expressly incorporated by reference herein.

This Amendment A01 is effective as of October 1, 2024.

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 C2400113.

SOUTHERN NEVADA HEALTH DISTRICT

**LAS VEGAS METROPOLITAN
POLICE DEPARTMENT**

By: _____
Fermin Leguen, MD, MPH
District Health Officer
Health District UEI: ND67WQ2LD8B1

By: _____
Kevin McMahill
Sheriff
LVMPD UEI: DCJLHJL4WQ94

Date: _____

Date: _____

APPROVED AS TO FORM:

**This document is approved as to form.
Signatures to be affixed after approval by**

By: **Southern Nevada District Board of Health**

Edward Wynder, Esq.
Associate General Counsel
Southern Nevada Health District

**ATTACHMENT A-A01
Scope of Work**

A. Description of Services, Scope of Work and Deliverables, Performance Period January 29, 2024 through September 30, 2025.

A.1 LVMPD will assist Health District with the following activities:

<u>Objective</u>	<u>Activities</u>	<u>Output</u>	<u>Due Date</u>	<u>Evaluation</u>
1. Goal 1: Receive training and education as well as learn best trends and practices from other agencies regarding prescription drugs, opioids, and other illicit drugs.				
1.1. CIT International Conference; Detroit, Michigan (August)	1.1.1 LVMPD Community Engagement/HOT Program (“CEP”) officers will attend training and exchange ideas with other policing agencies who have a law enforcement drug diversion program. LVMPD members will learn about the deterrence, handling of citizens with drug dependence, triumphs and practices to better grow LVMPD’s program.	The number of officers who attended the training will be reported upon completion of the conference.	October 2024	Quarterly report – Copy of course agenda
1.2. RX and Illicit Drug Summit conference; Atlanta, Georgia (April)	1.2.1. LVMPD’s officers will attend educational events to be shared while joining annual stakeholder gatherings to discuss what is working in diversion, prevention, and treatment.	The number of officers who attended the training will be reported upon completion of the conference.	July 2024	Quarterly report – Copy of course agenda

1.3. RISE conference; Houston, Texas (June)	1.3.1. LVMPD's CEP Law Enforcement Intervention for Mental Health and Addiction program ("LIMA") officers will attend training and educational classes to learn about and discuss what is working in diversion, prevention, and treatment.	The number of officers who attended the training will be reported upon completion of the conference.	July 2024	Quarterly report – Copy of course agenda
---	--	--	-----------	--

<u>Objective</u>	<u>Activities</u>	<u>Outputs</u>	<u>Due Date</u>	<u>Evaluation</u>
2. Goal 2: Continue training other officers about drug diversion resources throughout the LVMPD.				
2.1. LVMPD's CEP employees will continue to train officers about non-violent drug offenders.	<p>2.1.1. LVMPD's CEP Unit will continue to train officers throughout the LVMPD. Visits will be made to each patrol briefing occurring at each area command.</p> <p>2.2.1. In-person training classes will be available to be scheduled through the LVMPD Organizational Development Bureau Advanced Training Section as well as training material will be made accessible in University of Metro Las Vegas. Information obtained from the CIT International, RX and Illicit Drug Summit and RISE conferences will be shared with attendees.</p>	The number of officers trained per area command will be reported each quarter.	Ongoing through the performance period.	Quarterly report of outcomes

<u>Objective</u>	<u>Activities</u>	<u>Outputs</u>	<u>Due Date</u>	<u>Evaluation</u>
3. Goal 3: Provide direct connection to resources to citizens in need of behavioral health support with a clinician from a partnering agency.				

3.1. LVMPD’s Office of Community Engagement officers will connect citizens in need of behavioral health services with a clinician from Clark County Social Services or the Eighth Judicial District Court	3.2.1. When linking a citizen with a behavioral health clinician, the LVMPD’s CEP will track and report the type of call the officer responded to resulting in the need for diversion services.	The number of citizens assisted by clinicians will be reported each quarter.	Ongoing through the performance period	Quarterly report of outcomes
---	---	--	--	------------------------------

<u>Objective</u>	<u>Activities</u>	<u>Outputs</u>	<u>Due Date</u>	<u>Evaluation</u>
4. Goal 4: Utilize overtime funds to pay officers during non-work to participate in pre-planned, proactive site visits to provide diversion resources. Overtime funds may also be used to train LVMPD officers during non-work hours.				
4.1. Overtime will aid CEP to respond during non-work hours to assist those in need of immediate diversion.	<p>4.1.1. CEP, LIMA, and Crisis Intervention Team (“CIT”) officers will complete case reviews to lessen the backlog of citizens who need behavioral health support. The case reviews will prepare the officer with background information to determine if a clinician is required and to ensure the best resources are offered during the home visit.</p> <p>4.1.2 LIMA and CIT officers assigned to CEP will deploy to complete site visits at the citizens home or in/out- patient facility who need behavioral health assistance by connecting the person in need with a collaborating clinician. If the social service provider is unable to respond in-person, the officer will provide resource guides to provide information where the citizen may find housing, mental health, and a myriad of other assistance.</p>	<p>The number of and type of case reviews will be reported each quarter.</p> <p>The number of call outs will be reported each quarter.</p>	Quarterly	Quarterly report of outcomes

4.2. Overtime will be used to pay LVMPD's CEP officers when training sessions are requested outside of work hours.	4.2.1. Officers assigned to CEP will provide in-person training classes during normal work hours as well as during non- work hours to provide training to various shifts of officers. Visits will also be made to area commands during normal work hours, but some overtime will be used to make it possible to visit the patrol briefing during various work shifts at LVMPD's ten (10) different area commands.	The number of employees who receive training will be reported each quarter.	Quarterly	Quarterly report of outcomes
--	---	---	-----------	------------------------------

A.2 LVMPD will:

- (a) 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.
- (b) Work closely with Health District project staff to ensure proper close-out of Grant related obligations.

**ATTACHMENT B-A01
PAYMENT**

- A. Payments to LVMPD during Budget Period January 29, 2024 through September 30, 2025 are not-to-exceed **\$43,979**. Categorized Total Estimated Amounts Budgeted eligible for reimbursement to LVMPD for work actually performed and billed are detailed below:

Budget Period January 29, 2024 through September 30, 2025						
<u>CATEGORY: PERSONNEL</u>		Total Estimated Amount Budgeted:				\$18,060
<u>List staff, positions, percent of time to be spent on the project, rate of pay, fringe rate, and total cost to this grant.</u>						
<u>Position</u>	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Months worked Annual</u>	<u>Amount Requested</u>
Overtime - PO II (Training) (Year 1 to 3)	\$10,912.00	0.00 0%	100.0 00%	12	100.00%	\$10,912
Overtime - PO Sgt (Training) (Year 1 to 3)	\$5,356.00	0.00 0%	100.0 00%	12	100.00%	\$5,356
Overtime - PO Lt (Training) (Year 1 to 3)	\$1,792.00	0.00 0%	100.0 00%	12	100.00%	\$1,792
<u>Justification:</u>						
<p>Personnel</p> <p>LVMPD requests \$18,060 to pay for overtime costs. The funds will cover an approximate 12-month period. During non-work hours, LVMPD’s Community Engagement/HOT Program (“CEP”) Behavioral Health Unit officers will proactively complete 5-7 case file reviews per shift. Depending on the time it takes to complete the case reviews, officers may respond to the residence of 5-7 citizens who requiring interactive mental health and immediate diversion assistance during the same shift or during an ensuing work period. When a request is submitted for diversion, CEP will position officers to complete site visits in collaboration with clinicians from the Eighth Judicial District Court and Clark County Social Services at the citizen’s home, in/out-patient facility and occasionally the Clark County Detention Center. Officers will work roughly eight hours during an overtime shift.</p> <p>During non-work hours, LVMPD officers will train patrol officers in 10 different area commands regarding the Law Enforcement Intervention for Mental Health and Addiction team and diversion options. Area commands, located in specific locations in Clark County, house police officers and police supervisors, who attend patrol briefings prior to each shift, so one to two CEP officers will attend briefings and train groups of officers on the opioid trends and benefits of diverting drug offenders. Most of the training will be completed during regular work hours, but there will be times when lessons will need to be provided outside of work hours and grant funds will be used to pay for training provided in overtime.</p>						

- § PO II (Training)
 o \$10,912
- \$62- Average overtime rate
 - 176 - Average hours to be worked

- § PO Sgt (Training)
 o \$5,356
- \$103 - Average overtime rate
 - 52 - Average hours to be worked

- § PO Lt (Training)
 o \$1,792
- \$128 - Average overtime rate
 - 14 - Average hours to be worked

CATEGORY: TRAVEL	Total Estimated Amount Budgeted:	\$18,737
-------------------------	---	-----------------

LVMPD will utilize GSA rates for per diem and lodging (go to www.gsa.gov) and State rates for mileage (58.0 cents) as a guide unless LVMPD's policies specify lower rates for these expenses.

<u>Out-of-State Travel</u>		\$18,737
-----------------------------------	--	-----------------

<u>CIT International Conference (Detroit, MI)</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>		
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$1,120	1		3	\$3,360	
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0	\$0	
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$64	1	4.5	3	\$864	
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$133	1	4	3	\$1,596	
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$50	1	2	3	\$300	

Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0	0		0	\$0	
Parking: \$ per day x # of trips x # of days x # of staff	\$16	1	4	3	\$192	
						\$6,312
<u>RX and Illicit Drug Summit (Atlanta, GA)</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>		
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$1,000	1		3	\$3,000	
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0	\$0	
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$74	1	4.5	3	\$999	
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$163	1	4	3	\$1,956	
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$50	1	2	3	\$300	
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.000	0		0	\$0	
Parking: \$ per day x # of trips x # of days x # of staff	\$16	1	4	3	\$192	
						\$6,447
<u>RISE (Houston, TX)</u>	<u>Cost</u>	<u># of Trips</u>	<u># of days</u>	<u># of Staff</u>		
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$1,030	1		3	\$3,090	
Baggage fee: \$ amount per person x # of trips x # of staff	\$0	0		0	\$0	

Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$69	1	4.5	3	\$932	
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$122	1	4	3	\$1,464	
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$50	1	2	3	\$300	
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.000	0		0	\$0	
Parking: \$ per day x # of trips x # of days x # of staff	\$16	1	4	3	\$192	
						\$5,978

Justification:

LVMPD requests \$18,737 in travel reimbursements to send three (3) officers to three (3) training conferences. The classes have speakers who specialize in mental health and diversion topics associated with the opioid epidemic.

<u>CATEGORY: TRAINING</u>	Total Estimated Amount Budgeted:					\$7,182
<u>CIT International Conference Registration (CIT Intl. Members) (Detroit, MI)</u>			\$1,275.00			
<u>CIT International CIT Coordinator's Certification Course Registration (Detroit, MI)</u>			\$1,125.00			
<u>CIT Annual Membership</u>			\$72.00			
<u>RX and Illicit Drug Summit Conference Registration (Atlanta, GA)</u>			\$2,025.00			
<u>RISE Conference Registration (Houston, TX)</u>			\$2,685.00			

1. LVMPD will send three (3) CEP team members to attend the CIT International Conference in Detroit, Michigan, which provides the substance necessary to encourage community and local solutions to assist those with addictions and mental health issues

2. LVMPD will send three (3) CEP team members to the RX and Illicit Drug Summit conference, held in Atlanta, Georgia, which will provide current and relevant training to the Law Enforcement Intervention for Mental Health and Addiction team, specifically on new trends regarding the treatments working for those with addictions.	
3. LVMPD will send three (3) CEP team members to the RISE conference, held in Houston, Texas, which will provide current and relevant training to LVMPD’s Law Enforcement Intervention for Mental Health and Addiction team, specifically on new trends surrounding those with substance and mental health illnesses.	
TOTAL DIRECT CHARGES	
\$43,979	
<u>CATEGORY: INDIRECT CHARGES</u>	Indirect Methodology: 0% indirect is charged
\$0	
Budget Period January 29, 2024 through September 30, 2025, Total Not-to-Exceed Amount:	
\$43,979	

- A.1 LVMPD must receive documented approval from Health District prior to redirecting any portion of a calculated Total Estimated Amount Budgeted from any one Category for use in another Category.
 - (a) A Health District approved redirection moving 10% or more between Categories will be mutually agreed upon in writing by the Parties through amendment of this Agreement pursuant to Subsection 1.05 of the Agreement.
- A.2 Services provided by LVMPD outside of the Budget Period date range will not be eligible for payment. Under no circumstances will LVMPD be reimbursed for any amount in excess of the Total Not-to-Exceed Amount for Budget Period January 29, 2024 through September 30, 2025 as shown above.
- A.3 Payments shall be based on Health District approved LVMPD invoices in accordance with this Agreement. 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, and will reference this Agreement number C2400113.
 - (a) LVMPD will bill Health District for reimbursement of services actually provided in a timely manner. Additionally, LVMPD will submit its final Request for Reimbursement to Health District for Budget Period January 31, 2024 through September 30, 2025 no later than October 20, 2025.
 - (b) 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.

- (c) 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.
 - (d) Invoices are subject to approval by Health District project and fiscal staff.
 - (e) 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. Additionally, the Health District may terminate this Agreement for cause as described in Section 1 of the Agreement, and may withhold payment to LVMPD, and/or require that LVMPD return some or all payments made with Grant funds to Health District.
 - (f) Except as is specifically listed as unallowable activity in Attachment C, Subsection A.5, 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.