

**BOARD OF TRUSTEES OF THE FUND FOR HOSPITAL CARE FOR
INDIGENT PERSONS (IAF BOARD)
Nevada Revised Statute (NRS) 428.195**

**March 14, 2022, 2:00 p.m.
*Virtual Attendance Only***

NOTICE TO THE PUBLIC:

The public may provide public comment in advance of a meeting by written submission to the following email address: info@nvnaco.org For inclusion or reference in the minutes of the meeting, your public comment must include your full name and be submitted via email by not later than 3:00 p.m. the day before the meeting.

The public may also join the meeting via telephone and provide verbal public comment during designated times by calling: (669)900-9128 Meeting ID: 81537723783 Passcode: 208109

AGENDA

Items on the agenda may be taken out of order. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

Call to Order, Roll Call

1. Public Comment. *Please Limit Comments to 3 Minutes*
2. Approval of Agenda. **For Possible Action.**
3. Approval of Minutes for the February 2, 2021 Meeting of the Board. **For Possible Action.**
4. Update on the Status of the Fund for Hospital Care for Indigent Persons (IAF Fund) and Presentation of the Projected Sources and Uses of the Fund for FY2023, Gina Callister and Shanna Cobb-Adams, Nevada Division of Health Care, Financing and Policy.
5. Discussion and Approval of the Proposed Sources and Uses of the Fund for Hospital Care to Indigent Persons Including the IAF Non-Federal Share Transfer Amount for FY2023, Gina Callister and Shanna Cobb-Adams, Nevada Division of Health Care, Financing and Policy. **For Possible Action**
6. Discussion and Approval of *Interlocal Contract Number 25250, Board of Trustees of the Fund for Hospital Care for Indigent Persons (Indigent Accident Fund – Upper Payment Limit – Voluntary Intergovernmental Transfer)*, Gina Callister, Nevada Division of Health Care, Financing and Policy. **For Possible Action.**

7. Discussion and Approval of *Interlocal Contract Number 25251, Board of Trustees of the Fund for Hospital Care for Indigent Persons (Indigent Accident Fund – Supplemental Payments Voluntary Contribution – Intergovernmental Transfer)* Gina Callister, Nevada Division of Health Care, Financing and Policy. **For Possible Action.**
8. Discussion of Future Agenda Items and Future IAF Meeting Dates.
9. Public Comment. *Please Limit Comments to 3 Minutes*

Adjournment

This agenda was posted at the following locations:

NACO Office 304 S. Minnesota Street, Carson City, NV 89703

Washoe County Admin. Building 1001 E. Ninth Street, Reno, NV 89520

Elko County Manager's Office 540 Court Street #101, Elko NV 89801

POOL/PACT 201 S. Roop Street, Carson City, NV 89701

Members of the public who are disabled and require special assistance are requested to contact the NACO office by phone at (775) 883-7863 or by writing to NACO, 304 S. Minnesota Street, Carson City, NV 89703, at least three working days prior to the meeting.

Members of the public can request copies of the agenda and supporting material for the meeting by contacting Amanda Evans at (775) 883-7863. The agenda and supporting material will also be available at the NACO office and online at www.nvnaco.org.

Agenda Item 3

BOARD OF TRUSTEES OF THE FUND FOR HOSPITAL CARE FOR INDIGENT PERSONS (IAF BOARD) Nevada Revised Statute (NRS) 428.195

**February 2, 2021, 12:00 p.m.
*Virtual Attendance Only***

UNADOPTED MINUTES

ATTENDANCE: Chairman French, Pershing County Commissioner Shank; Eureka County Commissioner Sharkozy; Clark County Human Services Administrator, Tim Burch and NACO Staff (Dagny Stapleton and Amanda Evans).

The meeting was called to order at 12:00 PM

1. **Public Comment.** None was given.
2. **Approval of Agenda.** The agenda was approved on a motion by Commissioner Shank with second by Mr. Burch.
3. **Approval of Minutes for the March 19th, 2020, Meeting of the Board.** The minutes were approved on a motion by Commissioner Shank with second by Mr. Burch.
4. **Update on the Status of the Fund for Hospital Care for Indigent Persons (IAF Fund) and Presentation of the Projected Sources and Uses of the Fund for FY2022, Sarah Lamb, Nevada Division of Health Care, Financing and Policy.** Ms. Lamb gave the Board an overview of the document included in the agenda packet and expanded on the sources of dollars coming into the Fund. She then gave an overview of the uses of dollars within the fund. Ms. Lamb then explained the three scenarios for the uses included within the packet. Dagny clarified that the decision to be made by the Board is for FY2022 uses of the fund. Mr. Burch informed the Board that Clark County is in favor of the 2nd proposal to distribute the funds in a 50/50 split between the county match and the hospitals. Commissioner Sharkozy stated that he preferred option one that would distribute the entirety of the dollars to the county match as did Commissioner Shank. Commissioner Shank also inquired as to the status of the reimbursement approved for the previous year. The Board was informed that those reimbursements were processed the previous week. Bill Welch of the Nevada Hospital Association noted that while the hospitals prefer the third option (the hospitals receiving all the funds in question) he encouraged the Board consider the 50/50 split option presented and gave the Board an overview of the history of the use of dollars within the Fund and how the hospitals were reimbursed for indigent medical care. He also noted the effects of COVID and State budget cuts that the hospitals have experienced. Commissioner Sharkozy

acknowledged the statements made by Mr. Welch and noted the fairness of the second option. Chairman French also acknowledged that the second option was the most in line with the intent of the Fund, to share the responsibility of indigent care. Commissioner Shank also agreed that option two was the most equitable and thanked Mr. Welch for his comments.

5. **Discussion and Approval of the Proposed Sources and Uses of the Fund for Hospital Care to Indigent Persons Including the IAF Non-Federal Share Transfer Amount for FY2022.** The second option for the 50/50 split was approved on a motion by Commissioner Sharkozy with second by Commissioner Shank.
6. **Discussion of Future Agenda Items and Future IAF Meeting Dates.** Dagny informed the Board that the next meeting would be held in the fall or winter based upon any Accident Fund Claims received and the next approval of the Sources and Uses. Staff will reach out when a meeting is needed.
7. **Public Comment.** Mr. Welch thanked the Board for their consideration of the request of the Hospital Association to consider and approve the second option. He also informed the group that COVID 19 has created a difficulty in obtaining the paperwork required for the submission of Accident Claims and requested that they consider the allowance of claims outside of the timeframe required due to the pandemic.

The meeting was adjourned at 12:31 PM.

Agenda Item 4

Sources and Uses - HIF- IAF Supplemental Payment Program

Sources	Actual	Actual	Actual	IAF Board Approved Projected	Proposed
	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023
Balanced Forward from Prior Year	23,558,289.00	30,106,803.31	25,925,928.00	29,840,814.00	22,912,974.54
1.5 Cent Ad Valorem Tax	14,222,766.29	15,144,694.00	16,554,810.35	16,697,025.14	17,531,877.00
Unmet Free Care Obligation	20,810,667.00	21,506,007.00	23,049,415.00	22,400,926.00	23,778,446.00
Interest Earned ²	398,683.84	385,051.00	115,865.56	142,851.00	142,851.00
\$3,000 per Claim from Counties	3,000.00	-	-	3,000.00	3,000.00
Reserve HIF - IAF Non Federal Share from 2014	7,573,584.00				
Total Sources	66,566,990.13	67,142,555.31	65,646,018.91	69,084,616.13	64,369,148.54

Uses	Actual	Actual	Actual Projected	IAF Board Approved Projected	Proposed
	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023
NACO Administration/Assessments	70,000.00	70,000.00	70,000.00	70,874.00	71,870.00
HIF - IAF Non Federal Share Transfer	35,590,638.82	37,402,882.00	27,588,372.99	26,308,525.80	24,575,785.39
HIF - IAF Transfer to Medicaid to offset decrease in UPL ²	814,241.00	769,125.00	146,832.00	56,306.00	56,306.00
Hospital Claims	(14,693.00)	974,621.00	-	1,000,000.00	1,000,000.00
HIF - IAF County Match Set Aside ¹	-	2,000,000.00	8,000,000.00	18,735,935.80	14,886,741.39
Total Uses	36,460,186.82	41,216,628.00	35,805,204.99	46,171,641.60	40,590,702.78

Remaining to Balance Forward:	30,106,803.31	25,925,927.31	29,840,813.92	22,912,974.54	23,778,445.75
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Agenda Item 6

CETS #:	25250
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Public Entity #1:	Department of Health and Human Services Division of Health Care Financing and Policy
Address:	1100 E. William St., Suite 101
City, State, Zip Code:	Carson City, NV 89701
Contact:	Lisa Tuttle, Contract Manager
Phone:	(775) 684-3676 (main)
Fax:	
Email:	dhcfppcu@dhcfp.nv.gov

Public Entity #2:	Department of Health and Human Services
Address:	400 W. King Street, Suite 300
City, State, Zip Code:	Carson City, NV 89703
Contact:	Brooke Barlow
Phone:	(775) 684-4000 (main)
Fax:	
Email:	brbarlow@dhhs.nv.gov

Public Entity #3:	Board of Trustees of the Fund for Hospital Care for Indigent Persons
Address:	304 South Minnesota St.
City, State, Zip Code:	Carson City, NV 89703
Contact:	Vinson Guthreau
Phone:	(775) 883-7863
Fax:	
Email:	vguthreau@nvnaco.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.

CETS #:	25250
Agency Reference #:	

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.

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, 2022	To:	June 30, 2026
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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
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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:	\$104,608,205.56
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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.

CETS #:	25250
Agency Reference #:	

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.
- 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.

CETS #:	25250
Agency Reference #:	

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.
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.

**ATTACHMENT A
SCOPE OF WORK**

**INDIGENT ACCIDENT FUND
UPPER PAYMENT LIMIT – VOLUNTARY INTERGOVERNMENTAL TRANSFER**

This Interlocal Agreement between the Board of Trustees for Fund for Hospital Care to Indigent Persons (herein referred to as “Board of Trustees”), the Department of Health and Human Services (DHHS), and the Division of Health Care Financing and Policy (DHCFCP) provides for Upper Payment Limit (UPL) – Voluntary Intergovernmental Transfer to preserve access to inpatient hospital services for needy individuals in the State of Nevada. Pursuant to NRS 428.206, Fund for Hospital Care to Indigent Persons (herein referred to as “the Fund”), Board of Trustees, DHHS, and DHCFCP shall enter into this Agreement to provide supplemental payments to hospitals for inpatient hospital care provided to Medicaid recipients.

All Parties Agree:

- A. The State’s Medicaid reimbursement system shall provide for supplemental payments to inpatient hospitals. These supplemental payments shall be determined on an annual state fiscal year (SFY) basis and paid to qualifying private and public inpatient hospitals on a quarterly SFY basis. The payments will be based on inpatient hospital Medicaid Fee-For-Service (FFS) utilization.
- B. Funding for the Indigent Accident Fund (IAF) program is provided by a portion of participating county(s) revenue generated from the 1.5¢ per \$100 ad valorem property tax pursuant to NRS 428.185 plus the full assessment for the unmet minimum obligation to provide health care to indigents that Washoe and Clark Board of County Commissioners collect pursuant NRS 439B.340 for the previous fiscal year for credit to the Fund pursuant NRS 428.285, Section 5.

Board of Trustees for the Fund shall make voluntary contributions to DHHS, which will then transfer those funds to DHCFCP. By mutual agreement, these funds shall be used to provide supplemental payments to hospitals for inpatient hospital care provided to Medicaid recipients.

- C. Board of Trustees for the Fund shall voluntarily transfer payment to DHCFCP, via DHHS as follows:
 - 1. Board of Trustees for the Fund shall voluntarily pay DHCFCP, via DHHS, an amount equal to the State’s federally required participation share (state match) of the total IAF supplemental inpatient payments received by the inpatient hospitals. The amount includes a portion of county funds from the 1.5 cents per \$100 ad valorem property tax, plus 100% of the prior year annual amount of unmet indigent care minimum obligation, both credited to the Fund.
 - 2. Board of Trustees for the Fund will provide DHCFCP a 90-day advance notice when amending or discontinuing funding for this program.
 - 3. Payment frequency:
 - (a) One fourth (25%) of the total annual allocation (not to exceed the aggregate amount of the approved non-federal share for the corresponding period) will be paid out quarterly to each eligible hospital in supplemental payments in the last month of the SFY quarter for which the payment is calculated.

- (b) Board of Trustees for the Fund shall make the required payments from the effective date of this Agreement, July 1, 2023, which the supplemental payment for SFY 23 Quarter 1 will be issued in September 2023.
4. Implementation of this Agreement allows for retroactive payment to the effective date of the IAF Supplemental Payment State Plan Amendment and terminates with the expiration of the IAF Supplemental Payment State Plan Amendment.
 5. If there is a retroactive change in the supplemental payments received by a hospital as a result of an audit by any federal or state agency, DHCFP shall promptly notify Board of Trustees for the Fund of the corresponding change in the contribution amount and adjust subsequent payments accordingly.
 6. Per NRS 428.206, Board of Trustees for the Fund may enter into an agreement with DHCFP for the purpose of using funds as the non-federal share for Medicaid supplemental payments; therefore, the contributions by Board of Trustees for the Fund are voluntary, and the state is not requiring the subdivision to provide the funding of the IAF Supplemental Payment Program.
 7. Voluntary payments transmitted from Board of Trustees for the Fund shall be derived from general tax revenues or other general revenues and shall not be derived from hospital operating revenues, or any other impermissible source of funding for the State's share such as recycled Medicaid payments, Federal dollars excluded from use as State match, non-bona fide provider cash, or in-kind donations and impermissible taxes.
 8. Eligible hospitals participating in the program will receive and retain 100% of the inpatient hospital supplemental payments and are not required to return any portion to the state, the county, or any other entities.

Agenda Item 7

CETS #:	25251
Agency Reference #:	

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Public Entity #1:	Department of Health and Human Services Division of Health Care Financing and Policy
Address:	1100 E. William St., Suite 101
City, State, Zip Code:	Carson City, NV 89701
Contact:	Lisa Tuttle, Contract Manager
Phone:	(775) 684-3676 (main)
Fax:	
Email:	dhcfppcu@dhcfp.nv.gov

Public Entity #2:	Department of Health and Human Services
Address:	400 W. King Street, Suite 300
City, State, Zip Code:	Carson City, NV 89703
Contact:	Brooke Barlow
Phone:	(775) 684-4000 (main)
Fax:	
Email:	brbarlow@dhhs.nv.gov

Public Entity #3:	Board of Trustees of the Fund for Hospital Care for Indigent Persons
Address:	304 South Minnesota St.
City, State, Zip Code:	Carson City, NV 89703
Contact:	Vinson Guthreau
Phone:	(775) 883-7863
Fax:	
Email:	vguthreau@nvnaco.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.

CETS #:	25251
Agency Reference #:	

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.

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, 2022	To:	June 30, 2026
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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
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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:	\$103,932.00
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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.

CETS #:	25251
Agency Reference #:	

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.
- 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.

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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.
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.

BOARD OF TRUSTEES OF THE FUND FOR HOSPITAL CARE FOR INDIGENT PERSONS

_____ Date _____ Title _____

DIVISION OF HEALTH CARE FINANCING AND POLICY (DHCFP)

Administrator, DHCFP

Suzanne Bierman, JD, MPH _____ Date _____ Title _____

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)

Director, DHHS

Richard Whitley, MS _____ Date _____ Title _____

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: _____
Date

**ATTACHMENT A
SCOPE OF WORK**

**INDIGENT ACCIDENT FUND
VOLUNTARY CONTRIBUTION – INTERGOVERNMENTAL TRANSFER**

This Interlocal Agreement between the Board of Trustees for Fund for Hospital Care to Indigent Persons (herein referred to as “Board of Trustees”), the Department of Health and Human Services (DHHS), and the Division of Health Care Financing and Policy (DHCFP) provides for Voluntary Contribution – Intergovernmental Transfer to preserve access to indigent hospital services for needy individuals in the State of Nevada. Pursuant to NRS 428.206, Fund for Hospital Care to Indigent Persons (herein referred to as “the Fund”), Board of Trustees, DHHS, and DHCFP shall enter into this Agreement to provide supplemental payments to hospitals for inpatient hospital care provided to Medicaid recipients.

All Parties Agree:

- A. Board of Trustees agrees to voluntarily transfer public funds to DHCFP to be used as the non-federal share of general Medicaid expenditures. Board of Trustees shall voluntarily pay DHCFP via DHHS an amount equal to the reduction in State Savings received in the Inpatient Non-State Government Owned Upper Payment Limit (IP NSGO UPL) Supplemental Payment due to any increase in the Indigent Accident Fund (IAF) State Share above \$25,983 per state fiscal year.

- B. Under Nevada law, Board of Trustees is legally able to contribute to the State Medicaid program ad valorem taxes levied and collected by political subdivisions of the State of Nevada. Board of Trustees will transfer money from the Fund for Hospital Care to Indigent Persons to DHCFP via DHHS to include in the State Plan for Medicaid an enhanced rate of reimbursement for hospital care provided to Medicaid recipients or to make supplemental payments to hospitals for such care. The Board of Trustees certifies it is not required by the State of Nevada to make this contribution. There is no law, statute, administrative code, or other legal mandate from the State of Nevada requiring the transfer of funds for the specific purpose described herein.

Board of Trustees shall make voluntary contributions to DHHS, which will then transfer those funds to DHCFP. By mutual agreement these funds shall be used to provide supplemental payments to hospitals for inpatient hospital care provided to Medicaid recipients.

- C. While the contributions are voluntary in nature, Board of Trustees agrees it cannot revoke its contribution once a hospital in an IAF participating county has received the supplemental payments referenced in paragraph D from the State for the respective year.

- D. Board of Trustees for the Fund shall voluntarily transfer payment to DHCFP via DHHS as follows:
 - 1. The transfer for each year shall be due no later than August 30th, the second month of each state fiscal year.

 - 2. If there is a retroactive change in the supplemental payments received by a hospital as a result of an audit by any federal or state agency, DHCFP shall promptly notify Board of Trustees for the Fund of the corresponding change in the contribution amount and adjust subsequent payments accordingly.

3. Voluntary contributions transmitted from Board of Trustees for the Fund shall be derived from general tax revenues or other general revenues, and shall not be derived from hospital operating revenues, or any other impermissible source of funding for the State's share such as recycled Medicaid payments, Federal dollars excluded from use as State match, and impermissible taxes.