Hem# 27

### City of Carson City Agenda Report

Date Submitted: Oct. 2, 2009

Type of Action Requested:

Agenda Date: October 15, 2009 Time Requested: 10 Minutes

To: Carson City Board of Supervisors

From: Carson City Health & Human Services (Marena Works)

Subject Title: ACTION TO ENTER INTO AN AGREEMENT BETWEEN THE NATIONAL ASSOCIATION of COUNTY and CITY HEALTH OFFICIALS AND CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA ON BEHALF OF THE CARSON CITY HEALTH AND HUMAN SERVICES DEPARTMENT TO PROVIDE SUPPORT FOR PARTICIPATION IN THE PUBLIC HEALTH ACCREDITATION BOARD (PHAB) BETA TEST SITE PROGRAM AND OTHER MATTERS PROPERLY RELATED.

**Staff Summary:** Carson City Health & Human Services (CCHHS) is 1 of 30 health departments chosen nationally to participate in beta testing the public health accreditation process. This action will allow CCHHS to participate as an Accreditation Beta Test Site for the Public Health Accreditation Board.

(check one)

	() Resolution (_X_) Formal Action/Motion	() Ordinance () Other
Does	This Action Require A Business I	mpact Statement: () Yes (_X_) No

Recommended Board Action: I MOVE TO ADOPT AN AGREEMENT
BETWEEN THE NATIONAL ASSOCIATION of COUNTY and CITY HEALTH
OFFICIALS AND CARSON CITY, A CONSOLIDATED MUNICIPALITY AND
POLITICAL SUBDIVISION OF THE STATE OF NEVADA ON BEHALF OF THE
CARSON CITY HEALTH AND HUMAN SERVICES DEPARTMENT TO
PROVIDE SUPPORT FOR PARTICIPATION IN THE PUBLIC HEALTH
ACCREDITATION BOARD (PHAB) BETA TEST SITE PROGRAM AND OTHER
MATTERS PROPERLY RELATED.

Explanation for Recommended Board Action: Serving as a beta test site will allow Carson City Health and Human Services (CCHHS) to focus efforts on enhancing overall department performance and effectiveness through sustainable goals and objectives. Accreditation will also support our goal to establish benchmarks for quality assurance and continuous improvement, and eventually achieve accreditation. CCHHS will learn first hand about the accreditation requirements and contribute valuable data and

feedback for the further development of the accreditation process. With this process CCHHS will gain a solid understanding of the department's strengths and challenges, as well as detailed knowledge and insight that will be necessary to prepare for successful accreditation in the future. The public health accreditation will provide a highly desirable indicator of our department's programs, as well as continue to demonstrate to our community that we are assuring competent public health practices for the health, safety and welfare of our community.

Fiscal Impact: This is a non-matching grant for \$27,280.00.

Funding Source: None

Supporting Material: Agreement

Prepared By: Marena Works

Reviewed By:

(City Manager)

(District Attorney)

(Finance Director)

Date: 10-6-09

(Finance Director)

Board Action Taken:

1) Aye/Nay

(Vote Recorded By)

#### **CONTRACTOR AGREEMENT**

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1100 17<sup>th</sup> Street, N.W., Suite 200, Washington, DC 20036, and **Carson City Health & Human Services** (hereinafter referred to as "Contractor"), with its principal place of business at 900 East Long Street, Carson City, NV, 89706.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

#### **ARTICLE I: SPECIAL PROVISIONS**

- PURPOSE OF AGREEMENT: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of Robert Wood Johnson Foundation GRANT TITLE # 66077 as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
- 2. <u>TERM OF AGREEMENT</u>: The term of the Agreement shall begin on September 18, 2009 and shall continue in effect until December 31, 2010, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
- 3. PAYMENT FOR SERVICES. In consideration for professional goods and services performed, NACCHO agrees to pay Carson City Health & Human Services \$27,280.00 according to the schedule outlined on Attachment I. Payment for goods and services will be made in three payments after the completion and submittal of deliverable sets 1, 2, and 3. Payment for deliverable set #1 is \$9,094.00. Payment for deliverable set #2 will be \$9,093.00. Payment for deliverable set #3 will be \$9,093.00. All payments will be made in arrears, following approval by NACCHO, as outlined on Attachment I.

#### ARTICLE II: GENERAL PROVISIONS

1. <u>INDEPENDENT CONTRACTOR</u>: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.

- PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
- 3. <u>LIABILITY</u>: The Contractor agrees to be fully responsible for acts of negligence by its employees or agents when acting within the scope of their employment or agency and agrees to be liable for any damages resulting from said negligence, provided that nothing herein shall be construed as a waiver of any statutory governmental immunity by Contractor or its employees, as provided by the District of Columbia law. Nothing herein shall be construed as consent by a state agency or political subdivision of the District of Columbia or the Contractor to be sued by third parties arising out of any contract.
- 4. <u>INDEMNIFICATION</u>: Contractor agrees to defend, hold harmless and indemnify NACCHO and its directors, officers, employees, representatives, agents, and contractors from and against all losses, costs, damages, claims, expenses, or other liability whatsoever (including all reasonable attorneys' fees) arising out of or connected with Contractor's services under this Agreement, including, but not limited to, any accident or injury to persons or property.
- 5. <u>REVISIONS AND AMENDMENTS</u>: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
- 6. <u>ASSIGNMENT</u>: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
- 7. <u>INTERFERING CONDITIONS</u>: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
- 8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing,

the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the U.S. Department of Health and Human Services.

- 9. <u>RESOLUTION OF DISPUTES</u>: Should disputes arise between the parties during the course of this Agreement, the parties shall make a good faith attempt to resolve disputes through dialogue and negotiation. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
- 10. <u>TERMINATION</u>: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
- 11. <u>ENTIRE AGREEMENT</u>: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
- 12. <u>PARTIAL INVALIDITY</u>: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
- 13. <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of laws provisions).
- 14. <u>ADDITIONAL FUNDING:</u> Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
- 15. <u>REMEDIES FOR MISTAKES</u>: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
- 16. <u>NOTICE</u>: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

Contract Specialist National Association of County and City Health Officials 1100 17<sup>th</sup> Street, N.W., Second Floor

Washington, D.C. 20036 Tel. (202) 507-4272

Fax (202) 783-1583

Email: mtsanga@naccho.org

FOR CONTRACTOR:

Marena Works

Accreditation Coordinator/Contract Specialist

Carson City Health & Human Services

900 East Long Street

Carson City, NV 89706

Tel. (775) 887-2190

Fax (775) 887-2248

Email: mworks@ci.carson-city.nv.us

17. <u>AUTHORITY TO BIND</u>: Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

NACCHO: By:		CONTRACTOR: By:
Name:	John Mericsko	Name:
Title:	Chief Financial Officer	Title:
Date:		Date:
		Federal Tax ID No:

# NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS CONTRACTOR AGREEMENT – ATTACHMENT I

#### SCOPE OF WORK

During the term of this Agreement, Contractor agrees to:

# DELIVERABLE SET #1

#### **DUE BY NOVEMBER 6, 2009**

- Signed, executed contract with NACCHO within 45 days of notice of selection
- Submission and approval of draft budget, per template
- Submission of letter of support from governing entity if not submitted with application

#### DELIVERABLE SET #2

#### DUE BY OCTOBER 15, 2010

- Confirmation of meeting PHAB evaluation participation requirements to date
- (Submission of at least 3 examples of documentation for standards/measures that received high scores.)
- Submission and approval of QI planning document, per template provided by NACCHO
- Accreditation Coordinator participation in QI training
- Accreditation Coordinator participation on conference calls/webcast

#### **DELIVERABLE SET #3**

#### **DUE BY DECEMBER 4, 2010**

- Participation in NACCHO evaluation
- Accreditation Coordinator participation on conference calls/webcast
- Confirmed participation at closing meeting
- Submission and approval of final report reflecting use of the Plan-Do-Check-Act model, per template

## **BUDGET TEMPLATE:**

ITEM/SERVICE	COST
Contractual Costs : Quality Improvement	\$14,280
Travel: Training Session, Washington, D.C.	\$4,000
Operating: Paper, Toner, Postage, Office Supply	\$1,000
Administrative: existing staff & accreditation administration	\$8,000
TOTAL	\$27,280