City of Carson City Agenda Report

Date Submitted: June 21, 2013 Agenda Date Requested: July 3, 2013

Time Requested: 5 Minutes

To: Carson City Board of Supervisors

From: Health & Human Services (Romaine Gilliland/Veronica Galas)

Subject Title: For Possible Action: To adopt a resolution accepting an inter-local agreement in the amount of 387,351 per fiscal year with Douglas County for Carson City Health and Human Services (CCCHS) to provide community health nursing services in Douglas County.

Staff Summary: Recognizing the benefit of a collaborating partnership, CCHHS has provided community public health clinical services for Douglas County since January 2012. Clinic funding is provided through a Federal Title X grant and by Douglas County Interlocal Contract for an amount not to exceed \$387,351 per fiscal year. If the annual costs exceed the estimated contract rates for the performance of the community health nursing program, CCHHS reserves the right to exercise an emergency amendment of the contract to recoup costs from Douglas County under NRS 439.200. By entering into this Agreement Douglas County and Carson City will be able to provide greater services to the residents in regards to community health nursing care, specifically men and women's reproductive health, sexually transmitted disease infection, immunizations, well child checks and limited infectious disease control.

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Explanation for Recommended Board Action: CCHHS is in an optimal position to expand services and collaborate with our adjoining county for the purpose of promoting and protecting public health. The approval of the Resolution which accepts the interlocal agreement provides for continuation of community public health clinical services for Douglas County by Carson City Health and Human Services.

Applicable Statue, Code, Policy, Rule or Regulation: 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.

Fiscal Impact: No General Fund Impact Explanation of Impact: N/A Funding Source: Federal Title X and Douglas County Alternatives: N/A Supporting Material: Signed Interlocal Contract and letter of transmittal from Karen Goode, Douglas County Social Services Manager Prepared By: Romaine Gilliland Date: Reviewed By: (Department Head) Date: ___ (Finance Director) **Board Action Taken:** Motion: ____ Aye/Nay 2)

(Vote Recorded By)

RESOLUTION NO.	
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A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN DOUGLAS COUNTY AND CARSON CITY TO PROVIDE COMMUNITY HEALTH NURSING SERVICES IN DOUGLAS COUNTY

WHEREAS, any two or more public agencies may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.080 to 277.180, inclusive; and,

WHEREAS, NRS 277.110 provides that every such agreement must be by formal resolution or ordinance of the governing body of each public agency included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and,

WHEREAS, the parties to the Interlocal Agreement between Douglas County and Carson City for providing funding to Carson City to provide community health nursing, a desire to adopt and approve such agreement as required by NRS 277.110. A copy of the agreement is attached to this Resolution as Exhibit "A"; and,

WHEREAS, both parties to the Interlocal Agreement between the Douglas County and Carson City are public agencies as defined by NRS 277.100; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Agreement between Douglas County and Carson City for Carson City to provide community health nursing services in Douglas County are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement between Douglas County and Carson City for Carson City to provide community health nursing services shall be spread at large upon the minutes or attached in full thereto as an exhibit.

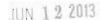
ADOPT	ED this	day of	, 2013.
AYES:	Supervisors		
NAYES	: Supervisors		

ABSENT: Supervisors	
	Robert L. Crowell, Mayor
ATTEST:	
Alan Glover, Clerk-Recorder, Carson City, Nevada	



Subgrant / Interlocal Agreement Routing

Grant Name	Douglas County Community Health Nursi	ng Services			
Division	Clinical Services				
Amount	\$387,351 per year \$	New ☐ Renewal ■			
Grant Period	From/	To/			
		roved 🗏			
Division Manage	r Peronea Cn)	Date 6-15-13 Date 6-15-13			
Fiscal Authority	200	Date 6-15-13			
Director	2 Inb	Date <u>6~15~13</u>			
Signing Authority		Date			
Notes:					





SOCIAL SERVICES

1133 Spruce Street, Gardnerville, NV 89410 Mailing address: P.O. Box 218; Minden, NV 89423 (775) 782-9825 * Fax (775) 782-9874

June 11, 2013

Roni Galas, RN, BSN Division Manager Clinical Services Carson City Health and Human Services 900 East Long Street Carson City, NV 89706

Dear Roni:

Enclosed please find 2 originals of the Interlocal Contract between Carson City and Douglas County for Community Health Nursing Services covering July 1, 2013 to June 30, 2015 which have been signed by Douglas County Board of Commissioners' Chairman, Greg Lynne.

Thank you for your assistance in coordinating getting the contact renewal document ready for approval. Please have the appropriate parties sign both originals and return one fully executed original to my attention at your earliest convenience.

As you are well aware, or should be, we are so pleased to be able to carry on our collaboration with Carson City and are looking forward to continued success as we work together to serve the residents of Douglas County in the coming years. We'll plan to schedule a presentation to the Douglas County Board of Commissioners for sometime this fall to keep them apprised of the great job Carson City Health & Human Services is doing.

Sincerely,

Karen Goode, LASW

Manager

KG/clr

enc. As stated herein

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between
Carson City
201 N Carson Street, Suite 2
Carson City, NV 89701
775-887-2100
Fax 775-887-2286

and

Douglas County 1594 Esmeralda Ave. Minden, NV 89423 775-782-9821 Fax 775-782-6255

RECITALS

WHEREAS, the parties are public agencies under NRS 277.100 and NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, it is deemed that the services of the Carson City Health and Human Services hereinafter set forth are both necessary to Douglas County and in the best interests of the State of Nevada;

WHEREAS, Douglas County and Carson City are mandated by NRS chapter 439 to operate a board of health to regulate the prevention, suppression, and control of any contagious or infectious disease dangerous to public health; and

WHEREAS, NRS 277.180(2) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include joint use of personnel, equipment and facilities for the promotion of the health, comfort, safety, life, welfare and property of the inhabitants of the counties and cities which are parties to the Contract; and

WHEREAS, by entering into this Agreement Douglas County and Carson City will be able to provide greater services to the residents in regards to community health nursing care, specifically men and women's reproductive health, sexually transmitted disease infection, immunizations, well child checks and limited infectious disease control.

IN WITNESS WHEREOF, the parties hintend to be legally bound thereby.	nereto have caused this Contract to be signed and
Public Agency #1	
Public Agency #1 Signature	Date Title
Public Agency #2 Public Agency #2 Signature Approved as to form by:	<u>June 6, 2013 Chairman, Board of Commissi</u> oners Date Title
Neil A. Rombardo, District Attorney By: Tina Russom, Deputy District Attorney	On

AGREEMENT

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- 1. <u>REQUIRED APPROVAL</u>. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- 2. <u>DEFINITIONS</u>. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
- 3. <u>CONTRACT TERM</u>. This Contract shall be effective upon approval to June 30, 2015, unless sooner terminated by either party as set forth in this Contract.
- 4. <u>TERMINATION</u>. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
- 5. <u>NOTICE</u>. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
- 6. <u>INCORPORATED DOCUMENTS</u>. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence: ATTACHMENT A: SCOPE OF WORK
- 7. <u>CONSIDERATION</u>. CARSON CITY agrees to provide the services set forth in Attachment A at a cost not to exceed \$ 387,351 per fiscal year. 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 results of legislative appropriation may require.
- 8. <u>ASSENT</u>. The parties agree that the terms and conditions listed on 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.

9. INSPECTION & AUDIT.

- a. <u>Books and Records</u>. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. <u>Inspection & Audit</u>. 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. <u>Period of Retention</u>. 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. <u>BREACH; REMEDIES</u>. 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 include without limitation \$125 per hour for State-employed attorneys.
- 11. <u>LIMITED LIABILITY</u>. 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. <u>FORCE MAJEURE</u>. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION.

- a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- 14. <u>INDEPENDENT PUBLIC AGENCIES</u>. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
- 15. <u>WAIVER OF BREACH</u>. 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. <u>SEVERABILITY</u>. 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
- 17. <u>ASSIGNMENT</u>. 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. <u>OWNERSHIP OF PROPRIETARY INFORMATION</u>. 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. <u>PUBLIC RECORDS</u>. 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. <u>CONFIDENTIALITY</u>. 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. <u>PROPER AUTHORITY</u>. 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 paragraph (6).
- 22. <u>GOVERNING LAW; JURISDICTION</u>. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.
- 23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

INTERLOCAL CONTRACT BETWEEN: CARSON CITY HEALTH AND HUMAN SERVICES AND DOUGLAS COUNTY

ATTACHMENT A: SCOPE OF WORK COMMUNITY HEALTH NURSING SERVICES

Description of services, deliverables and reimbursement

Carson City Health and Human Services recognizes the benefit of collaborating partnerships with adjoining county agencies to improve the quality of life, health, and social services in rural communities. As a collaborating partner with Douglas County, hereinafter referred to as the COUNTY, the Carson City Health and Human Services hereinafter referred to as CCHHS, recognizes the need for community health nursing services to reduce the burden of disease in the community.

- 1. The COUNTY agrees to provide the following for the contract year July 1, 2013 to June 30, 2015.
 - 1.1. The COUNTY agrees to pay CCHHS a maximum contract rate of \$96,838 per quarterly invoice to cover the costs of nursing position(s), medications and to share in program costs not to exceed \$387,351 per state fiscal year. Fees will be charged to the client as is reasonable and customary for the service being provided on a sliding fee schedule. No client will be denied services due to an inability to pay. Fees charged to the COUNTY will be for costs incurred minus any payment received by the client and minus any grant funds received to perform nursing services in the COUNTY.
 - 1.2. If the annual costs exceed the estimated contract rates for the performance of the community health nursing program, CCHHS reserves the right to exercise an emergency amendment of the contract to recoup costs from the COUNTY under NRS 439.200.
 - 1.3. The COUNTY may request system generated reports and summaries when readily available.
- 2. The **CCHHS** agrees to:
 - 2.1. The CCHHS shall employ an Advanced Practice Nurse(s), Registered Nurse(s) or Licensed Practical Nurse(s) pursuant to NRS 632 to provide community health nursing services in and for the COUNTY.
 - 2.2. Community Health Nursing Services shall include the following:
 - 2.2.1. Promoting and maintaining the health of the citizens of the COUNTY;
 - 2.2.2. Providing health education for individuals and the community:
 - 2.2.3. Providing men and women reproductive health.
 - 2.2.4. Providing family planning services which include a wide range of female short and long term contraceptives and condoms.
 - 2.2.5. Sexually transmitted disease (STD) diagnosis and treatment.
 - 2.2.6. Screening test for individuals exposed or at increased risk for STD.
 - 2.2.7. Treatment for the client and their partner for STD.
 - 2.2.8. HIV screening and referrals for care.
 - 2.2.9. Immunizations for infants through adult; may include exotic travel immunizations.
 - 2.2.10. Tuberculosis screening and possible treatment.
 - 2.2.11. Well child exams which include a physical exam, vision and hearing screenings, fluoride treatment and nutrition guidance.
 - 2.2.12. Wellness programs including smoking cessation.

2.3. Medical Record documentation:

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- 2.3.1. The CCHHS will maintain a record of client encounters conducted and services provided in the COUNTY.
- 2.3.2. A CCHHS disease investigator will provide statistical reports when requested by citizens of the COUNTY.

2.4. The **CCHHS** shall provide:

- 2.4.1. For the payment of all salary, fringe benefits and travel for the APN(s), RN(s) or LPN(s) selected as well as medical supplies and forms, selected licenses, certifications and continuing education units in expectation of the revenue from the COUNTY for the employees(s) assigned to this area.
- 2.4.2. .Maintenance for the electronic medical records system which houses client records.
- 3. The CCHHS shall provide professional supervision, consultation, billing, CCHHS accounts receivables, and program direction for the APN(s), RN(s) and LPN(s).
- 4. There may be times COUNTY residents will be asked to be seen at the CCHHS clinic location at 900 E Long Street, Carson City, Nevada.
- 5. The COUNTY agrees to provide, if needed, a location which includes utilities (electric, gas, janitorial services, water, telephone) where a client may be seen in the COUNTY for the purposes of section 2.2.

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