

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, MN 89423
775-782-9821
Fax 775-782-6255

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; and

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(3) 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 their citizens related to community health nursing care, men and women's reproductive health, sexually transmitted disease infection, immunizations, well child checks and limited infectious disease control.

AGREEMENT

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.
2. DEFINITIONS. "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. CONTRACT TERM. Once this Contract is approved and becomes effective, it shall remain in effect until June 30, 2013, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3) provided, however, 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 immediately by mutual consent of both parties or unilaterally by either party, without cause, with proper notice. 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. NOTICE. 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. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described and incorporates the following attachment: ATTACHMENT A: SCOPE OF WORK.
7. CONSIDERATION. CARSON CITY agrees to provide the services set forth in Attachment A to Douglas County at a cost not to exceed _____ Dollars (\$_____.__) per state fiscal year.
8. ASSENT. The parties agree that the terms and conditions listed on the incorporated attachment to 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. Books and Records. 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. 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 to any party.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years or, if any federal funds are used related to this Contract, for five years. The retention period runs from the date of the termination of this Contract. Retention period shall be extended if an audit is scheduled to occur or is in progress for a period reasonably necessary to complete the 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's reasonable attorneys' fees and costs incurred. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, \$____ per hour for attorneys employed by the parties.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Both parties agree that they will not seek punitive damages nor shall punitive damages be awarded to either party. The parties understand and agree that any award of actual damages for any breach of contract claim must 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, 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 eleven (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party 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 incurred by the indemnified party if the indemnified party elects to participate in any litigation, mediation or arbitration with legal counsel of its own choice.

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 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. 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 competent jurisdiction, then 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.

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 public records 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. 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 paragraph six (6).

22. 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 jurisdiction of the Ninth Judicial District Court in and for Douglas County, State of Nevada 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 parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY

Robert Crowell (Date)
Mayor

Attest:
By: _____
Alan Glover, Carson City Clerk/Recorder

DOUGLAS COUNTY

Michael A. Olson, Chairman (Date)
Douglas County Board of Commissioners

Attest:
By: _____
Ted Thran, Douglas County Clerk/Treasurer

By: _____
CLERK TO THE BOARD

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 January 1, 2012 to June 30, 2013
 - 1.1. The COUNTY agrees to pay CCHHS a maximum contract rate of \$_____ per quarterly invoice to cover the costs of nursing position(s), medications and to share in program costs not to exceed \$_____ per state fiscal year; plus start up fees not to exceed \$_____ the first quarter only. 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 only be for costs incurred to provide services minus any payment received by any 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; and
 - 2.2.12. Wellness programs, including smoking cessation.

- 2.3. Medical Records documentation:
- 2.3.1. The **CCHHS** will maintain a record accessible to the **COUNTY** 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 of 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. However, **CCHHS** will attempt to provide all services to **COUNTY** clients within Douglas County with a majority of services provided in Douglas County.
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.