

OFFICIAL RECORD
Requested By:
DC/SOCIAL SERVICES

Assessor's Parcel Number: N/A

Date: JULY 28, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 8 Fee: 0.00
BK-0710 PG- 5079 RPTT: 0.00



Name: CYNDY REDMILES, SOCIAL SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2010.177

(Title of Document)

FILED



BK- 0710
PG- 5080
07/28/2010

2010.177

2010 JUL 28 AM 9:54

**INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES
FOR USE BETWEEN AGENCIES WITHIN NEVADA**

TELEPHONIC
CLERK

A Contract Between the State of Nevada
Acting By and Through Its

Nevada State Health Division
Frontier and Rural (FaR) Public Health Program
Nursing Program
4150 Technology Way, Suite 300
Carson City, NV 89706-2009
Phone: 775-684-4200 Fax: 775-684-4211
and

Douglas County
Social Services
JUL 26 2010

DOUGLAS COUNTY

PO Box 218
Minden, NV 89423
Phone: 775-782-9821 Fax: 775/782-9888

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.
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.** This Contract shall be effective **July 1, 2009 to June 30, 2011**, 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 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shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.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 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; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK

7. **CONSIDERATION.** DOUGLAS COUNTY agrees to provide the services set forth in paragraph (6) at a cost of \$7,953.86 per month, payable monthly, not exceeding \$ 95,446.37 per State Fiscal Year, for a total of \$190,892.74 for the two-year period. Any intervening end to an annual or 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. **ASSENT.** 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. **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 other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable 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 other party, 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 by each party for a minimum of 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.

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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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.** 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 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 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. 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 or this Contract, 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. 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 (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 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 State of Nevada Office of the Attorney General.

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

Michael A. [Signature]
Public Agency #1 (Signature)

Chairman
(Title)

May 20, 2010
(Date)

[Signature] ASD IV
Public Agency #2 (Signature) Richard Whitley, MS
Administrator, Nevada State Health Division

6/4/10
(Date)

[Signature]
Public Agency #2 Signature: Michael J. Willden
Title: Director, Department of Health and Human Services

6/4/10
(Date)

[Signature]
Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On 7-13-10
(Date)

Approved as to form by:
[Signature]
Deputy Attorney General for Attorney General,
State of Nevada

On _____

INTERLOCAL CONTRACT

**BETWEEN: NEVADA STATE HEALTH DIVISION
BUREAU OF COMMUNITY HEALTH
COMMUNITY HEALTH NURSING PROGRAM
AND
DOUGLAS COUNTY**

ATTACHMENT AA: SCOPE OF WORK
Description of services, deliverables and reimbursement

The Nevada State Health Division recognizes the benefit of collaborating partnerships with non-profit community agencies to improve the quality of life and quality of health and social services in rural communities. As a collaborating partner with **DOUGLAS COUNTY**, the Health Division supports the provision of nursing services to meet the needs of the community.

DOUGLAS COUNTY agrees to provide the following according to the identified timeframes:

- Suitable office space, mutually acceptable to **DOUGLAS COUNTY** and to the Health Division, for the performance of community health nursing services by a community health nurse.
 - Space must include, at a minimum, lighting sufficient to perform general office duties with heating and cooling as appropriate for climate and time of year.
 - Any space provided must meet all applicable State and County statutes, regulations, and ordinances. Once suitable space has been established, it may be changed only upon 30 days prior written notice to the Division, unless otherwise agreed to by both parties. Any subsequent space must meet the terms of this paragraph.
 - Any space provided must meet all applicable State and County fire and safety regulations. A minimum on one (1) State and County approved fire extinguisher must be installed and an evacuation map posted in the office/clinic facility.
- Telephone service to include payment of telephone bills directly related to this service.
- Provide clerical staff to perform a broad range of clerical, secretarial, and administrative duties in an assigned clinic. Typical duties include maintaining records and files; composing and editing correspondence; data entry; office management; budget monitoring and accounts maintenance; typing and word processing; answering telephones and relaying information; reception; duplicating and distributing materials; ordering and stocking supplies and equipment; receiving, sorting, and delivering mail; reviewing and processing applications, forms and other documents; operating office equipment such as copiers, personal computers, calculators, facsimile machines, printers, and other equipment; and performing related duties as assigned.
- Provide administrative supervision to county clerical and/or county nursing staff. Be responsible for all aspects of personnel activities, such as, but not limited to: hiring, affirmative action, employee conduct, attendance and leave, discipline and corrective action, and employee performance appraisals. The County may request from the State nurse performance outcomes and recommendations; and provide work direction to county employees, student nurses, and volunteers as assigned.
- Coordination of the disposal of hazardous medical waste in accordance with Federal, State, and local definitions and guidelines.
- Evidence of liability insurance on each facility to be used as office space for the performance of services by the community health nurse. The contractor also agrees to include the State of Nevada as an additional insured on each such liability policy.
- Contractor will seek and obtain funding to cover the actual costs of these services for subsequent years.
- Up to \$7,953.86 per month to cover the costs of the community health nurse position(s) and indirect costs, not exceeding \$95,466.37 per state fiscal year, for a total of \$190,892.74 during the contract period.

Contractor agrees to adhere to the following budget in each State Fiscal Year of the contractual agreement:

- 1. Personnel \$ 87,888.00 For nursing salary and fringe: One Community Health Nurse (CHN) II position per State Fiscal Year at 40 hours per week and one CHN II position at 32 hours per week covering both Gardnerville and Stateline Clinics. A CHNIV (APN) at 8 hours per week. These hours for all state employees include all state benefits. Legislative statute or Executive Branch orders may alter the time allowed for each employee to work.
- 2. Travel \$ N/A
- 3. Operating \$ N/A
- 4. Supplies \$ N/A
- 5. Other \$ N/A
- 6. Indirect Cost \$ 7,558.37 Indirect cost rate at 8.6% per State Fiscal Year.
- Total Cost \$ 95,446.37 Per State Fiscal Year.

The Nevada State Health Division agrees to:

- I. The State shall employ a registered nurse(s) pursuant to NRS 439.140 to provide public health nursing services in **DOUGLAS COUNTY**.
- II. Community Health Nursing Services shall include the following:
 - a. Promoting and maintaining the health of the citizens of **DOUGLAS COUNTY**;
 - b. Providing health education and counseling services for the individual and the community;
 - c. Providing assessments of the health status of individuals and families through community health screenings, established clinics and referral for medical services;
 - d. Implementing and referring to State-sponsored programs such as Family Planning, Children with Special Health Care Needs, Special Children's Clinic, Nevada Check Up, epidemiology investigations and communicable disease follow-up;
 - e. Providing immunization services in accordance with the VFC program;
 - f. Supporting the rural county school district on public health matters.
 - g. Outreach will be performed. Direct client care is the priority.
 - h. Ensure medical waste is properly disposed of.
- III. Community Health Nursing documentation, reporting, and billing activities:
 - a. The Community Health Nurse will set the schedule for nursing services. Any change to staffing hours will be through mutual agreement between the State and the County The Community Health Nurse will maintain a patient record with the required program forms.
 - b. The Community Health Nurse will submit required statistics on a monthly basis to the Community Health Nurse Manager, who will in turn forward to the contractor, to document program progress and to meet grant requirements.
 - c. The CHN's will submit to the State all billable services. The State shall provide billing services to collect all available revenue.

Payment shall be on the following basis:

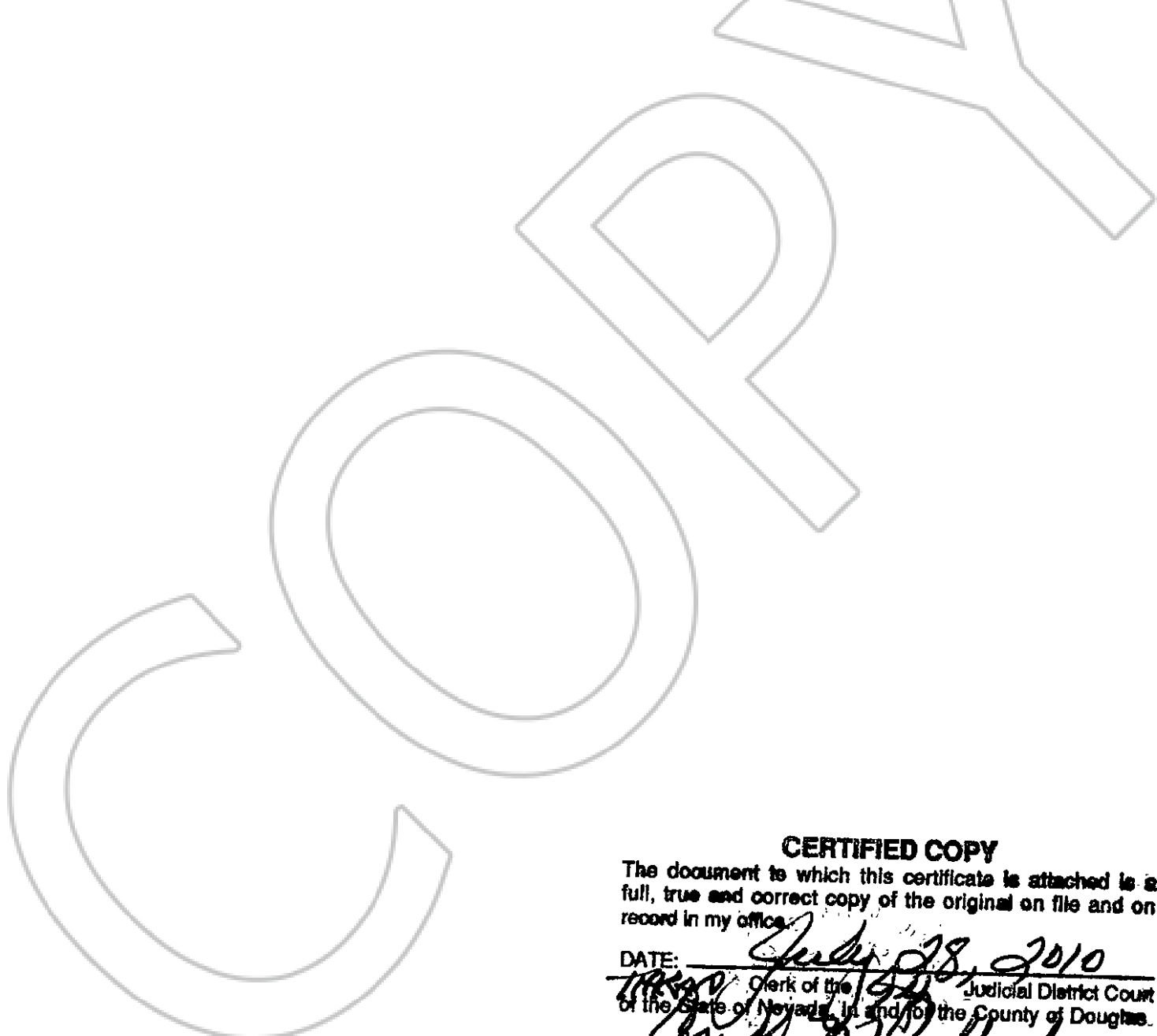
- a. Payment due monthly to the Health Division;
- b. An invoice will be submitted to the contractor that denotes the hours worked.

IV. The State shall provide:

- a. For the payment of all salary, fringe benefits and travel for the nurse(s), selected medical supplies and forms, selected licenses, certifications and continuing education units in expectation of the revenue from **DOUGLAS COUNTY** for the nurse position(s) assigned to this area.

The State shall provide professional supervision, consultation, and program direction for the nurse(s). The State shall provide a state vehicle for the CHN's to use for transportation around the county or shall cover the cost of this transportation should personal vehicles be used.

T:CHS/PROGRAM RESOURCES/CONTRACT/COUNTY/COUNTY 10-11/COUNTY ATTACHMENT AA-SCOPE OF WORK



CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: July 28, 2010
Clerk of the 19500 Judicial District Court
of the State of Nevada, In and for the County of Douglas.

By [Signature] Deputy