



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE: May 26, 2016**

RE: *Approval of an Interlocal Contract between the Southern Nevada Health District and Clark County Department of Family Services: Public Health Nurse Liaison Services*

PETITION #15-16

That the Southern Nevada District Board of Health approve an Interlocal Contract between the Southern Nevada Health District and the Clark County Department of Children and Family Services. This contract is for the project period July1, 2016 to June 30, 2017. This contract establishes the amount of funding available to the district at \$78,707.20 and may be renewed for an additional four (4) one year periods.

PETITIONERS:

M.D.S.
Margarita L. DeSantos, RN, BSN, Manager, Community Health Nurse
Andrew J. Glass, FACHE, MS, Director of Administration
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer *J.P.I.*

DISCUSSION:

The Interlocal Contract allows the Southern Nevada Health District to continue providing Community Health Nurse Liaison services for Clark County Department of Children and Family Services (Child Protective Services.) The Nurse Liaison provides nursing consultation and guidance for the Department of Children and Family Services' Four and Under Team. Children referred to the Four and Under Team are under four years of age and are medically fragile or have parents with psychiatric or severe emotional problems that impair their ability to guarantee their children's safety. The Nurse Liaison carries a nursing caseload of medically fragile, at risk children and their families referred to the Four and Under Team. This position also provides nursing consultation to other Department of Children and Family Services' teams as requested. The Nurse Liaison facilitates communications and planning between the generalized Maternal Child Health field nurse and the other Child Protective Services teams on families referred to the Southern Nevada Health District by the Department of Children and Family Services. The budget period is from July1, 2016 to June 30, 2017.

FUNDING:

The funding for this contract of \$78,707.20 is made available to the Southern Nevada Health District from Clark County, Nevada. This funding will cover the following for the Community Nurse Liaison: salary. The contract covers the majority (93%) of the public health nurse's base salary. The remainder of the expenses for this nurse such as Fringe Benefits, mileage and supplies are provided by the Southern Nevada Health District.

INTERLOCAL
CONTRACT FOR
PUBLIC HEALTH NURSE LIAISON SERVICES
FOR
CHILD PROTECTIVE SERVICES
CBE No. 604058-16

This Interlocal Contract ("Contract") is entered into by and between the Southern Nevada Health District ("Health District"), and the County of Clark (hereinafter "County"), on behalf of Clark County Department of Family Services (hereinafter "CCDFS"), for the purpose of securing Public Health Nurse Liaison Services (hereinafter "PHN Liaison") for Child Protective Services (hereinafter "CPS") (may be referred to as "Party" and collectively as "Parties").

WITNESSETH

WHEREAS, NRS 277.180 authorizes 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;

WHEREAS, Health District is the public health authority for Clark County, Nevada, organized pursuant to NRS Chapter 439, and governed by the Southern Nevada Health District Board of Health;

WHEREAS, the County, through its CCDFS, desires to have the services of Health District for a public health nurse ("PHN") to provide services, including physical assessments and developmental screening, to children and families identified by the CPS Division Four and Under Unit Team; and

WHEREAS, Health District has the expertise, qualifications and resources available, and has agreed to provide a PHN to provide these services as required.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the Parties agree as follows:

I. CCDFS shall:

Pay compensation to Health District for PHN Liaison services as described in this Contract for the total amount not to exceed \$78,707.20 based on an hourly fee of \$37.84 for the period July 1, 2016 through June 30, 2017.

II. Health District shall:

Provide the services of a PHN Liaison to CPS whose duties shall include the following:

- a) Provide case management for cases transferred by PHN Liaison to CPS.
- b) Provide approximately 10 referrals per month received through intake and handled by at least 1 CPS nurse;
- c) Pay Fringe Benefits, Payroll Tax, Mileage/Vehicle, Education Training, Cell Phone expense for the PHN Liaison services provided pursuant to this Contract;
- d) Provide appropriate managerial oversight of the PHN Liaison;

- e) Submit on a quarterly basis to the Board of Nursing on Licensure status of Licensed Nursing staff providing services pursuant to this Contract;
- f) Ensure renewal on CPR Training, Bloodborne Pathogen training and HIPAA Training plus updates on immunizations, Denver Developmental Screen Tool (DDST), and Pediatric Assessment Skills;
- g) Provide physician oversight inclusive of signed medical protocols where applicable;
- h) Provide a quarterly report to the CCDFS with performance measures that include number of referrals and outcomes of those referrals by the PHN Liaison. Report shall be due by the 15th of each month; and
- i) Provide liability insurance for PHN Liaison providing services pursuant to this Contract.

III. Both Parties agree that:

- a) The effective date of this Contract is July 1, 2016 through June 30, 2017. During the term period, Health District agrees to provide services as required by County within the scope of this Contract, unless sooner terminated as provided in Section III Paragraph) hereof.
- b) Parties may renew this Contract for four (4) additional one-year periods upon mutual agreement. The hourly rate to be paid to Health District during the renewal period(s), if exercised, shall be adjusted to match the compensation paid by Health District to the PHN Liaison providing services pursuant to this Contract.
- c) This executed Contract, together with any attachments, contains the entire Contract between Health District and County relating to rights granted and obligations assumed by the Parties hereto. Any prior contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Contract not expressly set forth in this Contract are of no force or effect.
- d) Amendments to this Contract may be made only upon mutual consent in writing, by Health District and County. No amendment or modification of this Contract shall be deemed effective unless or until it is executed in writing by the Parties hereto, with the same formality attending execution of this Contract.
- e) No assignment of rights, duties or obligations of this contract shall be made by either Party without the express written approval of the other Party hereto.
- f) Each Party shall remain liable for its own negligence in accordance with the general laws of the State of Nevada.
- g) Health District and County, including any of their respective agents or employees, shall not be liable to any parties not participating in this Contract for any act or omission of the other Party. This Contract is not intended to create any rights, powers, or interests in any party not participating in this Contract. The Parties do not intend to provide for the safety of any person or to assume any duty beyond those imposed by the general laws of the State of Nevada. This Contract is entered into for exclusive benefit of the undersigned Parties.

- h) Any waiver of breach of any provision of this Contract shall not be deemed a waiver of any other breach of the same or different provision.
- i) **STATUS OF PARTIES; INDEPENDENT CONTRACTOR.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to the performance of services pursuant to this Agreement. In the performance of such services, Health District and any person employed by or contracted with Health District shall at all times act as and be an independent contractor, and not an employee or agent of County. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties. Health District has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Health District in the performance of the services hereunder. Health District shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding, and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- j) In the event any provision of this Contract is rendered invalid or unenforceable by any valid act of congress, the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provision of this Contract shall remain in full force and effect.
- k) In providing services under this Contract, Health District and County shall not discriminate on the basis of race, color, sex, age, religion, national origin, ancestry, marital status, status as a disabled veteran, a veteran of the Vietnam era, disability, sexual orientation or gender identity or expression.
- l) Invoices shall be sent to Department of Family Services, attention: Fiscal Unit, 121 South Martin Luther King Boulevard, Las Vegas, NV 89106. Invoices shall be submitted on a quarterly basis summarizing the wage and other expenses detailed activities provided by month. Payment shall be made within 30 days upon receipt of invoice.
- m) Either Party may terminate this Contract without cause prior to the date of termination set forth in Section III, Paragraph (a) above upon 30 days written notice.
- n) In accordance with NRS 354.626, the financial obligations under this Contract between the Parties hereto shall not extend beyond the then current fiscal year under the Budget Appropriations Act.

- o) Notices required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the Party to whom such notice is given, or sent to it by U.S. registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such Party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party):

TO: Southern Nevada Health District
Attn: Director of Administration
P.O. Box 3902
Las Vegas, Nevada 89127

COUNTY: Clark County Department of Family
Services Attn: Director
121 South Martin Luther King Boulevard
Las Vegas, Nevada 89106

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

CLARK COUNTY, NEVADA

SOUTHERN NEVADA HEALTH DISTRICT

By: _____
STEVE SISOLAK
Chairman
Board of County Commissioners

By: _____
ANDREW J. GLASS, FACHE, MS
Director of Administration

Date: _____

Date: _____

ATTEST:

By: _____
LYNN MARIE GOYA
County Clerk

Date: _____

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

APPROVED AS TO FORM:

By: _____
ELIZABETH A. VIBERT
Deputy District Attorney

By: _____
ANNETTE L. BRADLEY, ESQ.
General Counsel

Date: _____

Date: _____