



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH


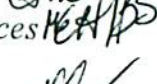


DATE: June 25, 2009

RE: *Approval of Interlocal Contract with Clark County Child Protective Services:
Public Health Nurse Liaison Services (Renewal)*

PETITION #21-09

That the Southern Nevada District Board of Health *approve the attached Interlocal Contract renewal between Clark County and Southern Nevada Health District for public health nurse liaison services for the period July 1, 2009 through June 30, 2010.*

PETITIONERS:

Gwen Osburn, Community Health Nurse Manager 
Bonnie Sorenson, Director of Clinics/Nursing Services 
Scott Weiss, Director of Administration 
Lawrence Sands, DO, MPH, Chief Health Officer 

DISCUSSION:

The Interlocal contract allows the District to continue furnishing public health nurse to provide physical assessment and development screening to children and families identified by Child Protective Services Three and Under Unit. A public health nurse has been serving in this role on a limited basis since March 1, 1998 and has devoted full time to the program since July 1, 1998. This Interlocal contract extends the program from July 1, 2009 to June 30, 2010 with an option to renew for six, one year periods.

FUNDING:

The total salary cost provided by Clark County is \$78,707.20. The District shall pay for fringe benefits, payroll tax, mileage/vehicle, education training and cell phone expenses.

**INTERLOCAL CONTRACT
FOR
PUBLIC HEALTH NURSE LIAISON SERVICES
FOR
CHILD PROTECTIVE SERVICES**

CBE NO. 601588-09

This Contract is entered into by and between the Southern Nevada Health District, by the Southern Nevada District Board of Health, and the County of Clark (hereinafter "County"), on behalf of Clark County Department of Family Services (hereinafter "CCFS"), for the purpose of securing Public Health Nurse Liaison Services (hereinafter "PHN") for Child Protective Services (hereinafter "CPS").

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, Southern Nevada Health District (SNHD) is the public health entity of Clark County, Nevada, organized pursuant to NRS Chapter 439 et seq., and governed by the Southern Nevada Health District Board of Health;

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

WHEREAS, SNHD 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. CCFS shall:

Pay compensation to SNHD for PHN 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, 2009 through June 30, 2010.

II. SNHD shall:

- (a) Provide the services of a PHN to CPS whose duties shall include case management for cases transferred by PHN Liaison to other PHNs plus a minimum of 40 referrals per month received through intake and handled by approximately 10 other PHNs.
- (b) Pay Fringe Benefits, Payroll Tax, Mileage/Vehicle, Education Training, Cell Phone expenses for the PHN services provided pursuant to this Contract.
- (c) Provide oversight of the PHN Liaison position by a SNHD Supervisor and Nurse Manager.

- (d) Submit on a quarterly basis to the Board of Nursing on Licensure status of licensed nursing staff providing services pursuant to this Contract.
- (e) Assure renewal on CPR Training, Bloodborne Pathogen training and HIPAA Training plus updates on Immunizations, Denver Developmental Screen Tool (DDST) and Pediatric Assessment skills.
- (f) Provide physician oversight when applicable, which includes signed medical protocols where applicable.
- (g) Provide a quarterly report to the Department of Family Services with performance measures that include number of referrals and outcomes of those referrals to both the PHN liaison as well as to the other PHNs. Report due by 15th the month.
- (h) Provide liability insurance for licensed nursing staff providing services pursuant to this Contract.

III. Both Parties agree that:

- (a) The term of this Contract shall be from last date of approval through June 30, 2010. During this period, SNHD agrees to provide services as required by County within the scope of this Contract., unless sooner terminated as provided in Section III, Paragraphs (m) and (n) hereof.
- (b) County may renew this Contract for an additional six, one year periods upon 30 days advance written notice to SNHD. The hourly rate to be paid SNHD during the renewal period(s), if exercised, shall be adjusted to match the compensation paid by SNHD to the PHN providing services pursuant to this Contract.
- (c) This executed Contract, together with any attachments, contains the entire Contract between SNHD 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 SNHD 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 law of the State of Nevada.
- (g) SNHD 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 law of the State of Nevada. This Contract is entered into for the 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) In the event any provision of this Contract is rendered invalid or unenforceable by any valid act of congress or 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.
- (j) In providing services under this Contract, SNHD and County shall not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap.
- (k) SNHD and County are independent entities and nothing contained in this Contract shall be construed or deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Contract.
- (l) Invoices shall be sent to Department of Family Services, attention: Julie Mondroski, 701 North Pecos Road, Las Vegas, Nevada 89101-2411. Invoices shall be submitted on a quarterly basis summarizing the wage and benefits detailed 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) upon 30 days written notice.
- (n) In accordance with NRS 354.626, the financial obligations under this Contract among the parties here to 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: Chief Health Officer
625 Shadow Lane
Las Vegas, Nevada 89106

COUNTY: Clark County Department of Family Services
Attn: Director
701K North Pecos Road
Las Vegas, Nevada 89101

APPROVED AS TO FORM:

CLARK COUNTY, NEVADA

DAVID ROGER,
District Attorney

By: _____
ELIZABETH A. VIBERT
Deputy District Attorney

By: _____
RORY REID, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

SOUTHERN NEVADA HEALTH DISTRICT

By: _____
STEPHEN SMITH, ESQ.
Attorney for Southern Nevada Health District

By: _____
CHRIS GIUNCHIGLIANI, Chair
SOUTHERN NEVADA DISTRICT
BOARD OF HEALTH

Date: _____