



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** January 28, 2010

RE: *Approval of Interlocal Contract with Clark County on Behalf of Clark County Department of Social Service for the purpose of delivery of H1N1 Flu Vaccinations*

PETITION # 03-10

That the Southern Nevada District Board of Health (*approve the attached Interlocal Contract with Clark County on Behalf of Clark County Department of Social Service for the purpose of delivery of H1N1 Vaccinations*)

PETITIONERS:

Jane Shunney, Public Health Preparedness Manager 

John Middaugh, MD, Director of Community Health 

Scott Weiss, Director of Administration 

Lawrence Sands, DO, MPH, Chief Health Officer 

DISCUSSION:

Effective upon signature by both parties, this Interlocal Contract awards funds for the H1N1 vaccinations of priority populations served by Clark County Social Services. The Southern Nevada Health District and Clark County Social Services will coordinate efforts in outreaching populations which are difficult to serve. These efforts include the use of on-sight temporary Point Of Distribution clinics (PODs) and referral of Social Service clients to SNHD clinics for the administering of H1N1 vaccinations. Funds are available via grant funding through July 30th, 2010.

FUNDING:

The Interlocal Contract is funded by the CDC through a Public Health Emergency Preparedness grant with the Nevada State Health Division. The funding amount for administering vaccinations is \$196,000.

**INTERLOCAL CONTRACT
FOR
DELIVERY OF H1N1 AND SEASONAL FLU VACCINATIONS**

CBE NO.

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 Social Service (hereinafter "CCSS"), for the purpose of delivery of H1N1 Vaccinations at the five (5) CCSS offices.

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 District Board of Health;

WHEREAS, the SNHD, through CCSS Facilities, desires to deliver H1N1 vaccinations based on availability to H1N1 priority populations served by CCSS; and

WHEREAS, SNHD, through CCSS Facilities, understands that this contract has been designed to outreach to difficult to reach populations and represents methods developed for the H1N1 rollout based on need;

WHEREAS, SNHD has the expertise, qualifications and resources available, and has agreed to provide these services as required;

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

I. SNHD shall:

- 1) Deliver H1N1 vaccinations based on availability to H1N1 priority populations served by CCSS. Priority populations for H1N1 vaccinations include:
 - a) Pregnant women.
 - b) People who live with or care for children younger than 6 months of age.
 - c) Health care and emergency medical services workers.
 - d) Children and young adults aged 6 months through 24 years.
 - e) People aged 25 through 64 years who have certain health conditions such as HIV, diabetes, or heart or lung disease.
 - f) Other populations as approved by SNHD.
- 2) Coordinate with CCSS to achieve a goal of up to 15,000 vaccinations delivered on site as well as through direct referral during the term of this contract.
- 3) Count all vaccinations done at CCSS sites as well as all CCSS clients who go to SNHD PODs (Points of Dispensing) and/or clinics with Express Passes issued by CCSS.

- 4) Provide technical assistance as needed to assist CCSS in tracking the number of direct referrals (Express Pass Given) as compared to the number of clients receiving vaccinations (Express Pass Received) and to explore methods to increase the rate of successful vaccination.
- 5) Provide technical assistance and training needed to assist CCSS in achieving a goal of delivering 100 to 500 vaccinations per site per day with a total of 60 to 150 site visit days to reach its vaccination goal.
- 6) Coordinate with CCSS to develop rotating Mini-PODs at CCSS sites in Clark County.
- 7) Coordinate with CCSS to develop ongoing PODs at the Fertitta Center and Cambridge Center to serve the hardest to reach priority populations.
- 8) Coordinate with CCSS to set-up a suitable vaccination site in each of its facilities (except Fertitta) such that SNHD has space for 2-4 SNHD vaccination staff (Mini-POD) to carry out H1N1 activities.
- 9) Provide funding for rent and utilities for a portion of the Fertitta center, which will enable SNHD to provide vaccinations to a hard to reach and vulnerable population in an ongoing POD.
- 10) Provide licensed staff to administer vaccinations to eligible clients. The number of SNHD licensed staff will be determined based on the projected needs.
- 11) Reimburse CCSS in accordance with the attached fee schedule upon receipt and verification of services and documentation as required from CCSS in Section II.
- 12) SNHD will reimburse CCSS for the number of client referrals completed and documented up to a limit of 15,000 as designated in the fee schedule included in this agreement.
- 13) SNHD will reimburse CCSS for the number of documented bus passes given to clients up to a limit of 2,229 as designated in the fee schedule included in this agreement.
- 14) SNHD will reimburse CCSS for the portion of space at Fertitta and Cambridge for PODs for 2 months as designated in the fee schedule included in this agreement.
- 15) Provide pre-event, just-in-time training, and quality assurance training to CCSS staff.

II. CCSS Shall:

- 1) Provide to SNHD a list of suitable facility sites for H1N1 mini-PODs.
- 2) CCSS to provide appropriately trained staff to carry out greeting, screening, and clerical duties related to delivering vaccinations.
- 3) Partner and coordinate with other agencies as needed to secure temporary POD location(s) for H1N1 vaccinations.

- 4) Designate a H1N1 coordinator within its staff who will be the lead staff of CCSS for all H1N1 activities and provide the functions within CCSS described in Exhibit A.
- 5) Designate H1N1 lead positions at each of its facilities for the delivery of H1N1 vaccinations and provide the functions within CCSS described in Exhibit A.
- 6) Invoice SNHD monthly for all expenses related to this H1N1 contract by the 10th of each month.
- 7) Promote H1N1 vaccination and other SNHD health services to its client population.
- 8) Track daily encounters for H1N1 services (site vaccinations and express cards given) and will report them to SNHD quarterly on SNHD reporting forms by the 15th day of the month following the end of the quarter.
- 9) Have coordinator and lead staff members fill out H1N1 activity logs for submission with invoices to SNHD using approved templates.
- 10) CCSS has calculated rent and security expenses based on a two month rental of a portion of a facility or facilities based on actual square footage and staff time.
- 11) Upon request, CCSS will provide a log of Bus Passes with the name of the client and a signature of receipt.
- 12) Upon request, CCSS will furnish copies of vaccination referral logs that contain the date and time of the vaccination referral, the signature of the client receiving services and the signature of the staff providing those services.

III. Both Parties agree that:

- 1) A schedule for the Mini-POD hours shall be mutually agreed upon in accordance with the operational requirements of both parties.
- 2) CCSS and SNHD will jointly develop the presentation materials to be used in the vaccination referral process.
- 3) The term of this Contract shall be from last date of approval through July 30, 2010. During this period, SNHD agrees to provide services as required by CCSS within the scope of this Contract.
- 4) This executed Contract, together with any attachments, contains the entire Contract between SNHD and CCSS 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.
- 5) Amendments to this Contract may be made only upon mutual consent in writing, by SNHD and CCSS. 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.

- 6) 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.
- 7) Each party shall remain liable for its own negligence in accordance with the general law of the State of Nevada. Neither party waives any right or defense to indemnification that may exist in law or equity.
- 8) SNHD and CCSS, 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.
- 9) 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.
- 10) 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.
- 11) In providing services under this Contract, SNHD and CCSS shall not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap.
- 12) SNHD and CCSS 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.
- 13) Invoices shall be sent to Southern Nevada Health District, Attention: Mars Patricio, Financial Services Manager, 625 Shadow Lane, Las Vegas, Nevada 89106. Invoices shall be submitted on a monthly basis for all expenses related to this H1N1 contract. Payment shall be made within 30 days upon receipt of invoice.
- 14) Either party may terminate this Contract without cause prior to the date of termination set forth in Section III, Paragraph (3) upon 30 days written notice.
- 15) 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 Social Service
Attn: Director
1600 Pinto Lane
Las Vegas, Nevada 89106

- 16) This Agreement is contingent upon and subject to the availability of funds.
- 17) Payment for services will be made as follows:

<u>FEE SCHEDULE</u>			
<u>SERVICE TYPE</u>	<u>UNITS</u>	<u>RATE</u>	<u>TOTAL</u>
Client Vaccination Referrals	15,000 units	11.38	170,700.00
Rent	1,180 sq'	1.30	1,534.00
Bus Passes	2,229 units	2.00	4,458.00
Security	200 hours	8.39	1,678.00
Overhead NTE 9.9%			<u>17,630.00</u>
	TOTAL		196,000.00

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CLARK COUNTY

SOUTHERN NEVADA HEALTH DISTRICT

BY: _____

RORY REID, Chair
Clark County Board of Commissioner

BY: _____

CHRIS GIUNCHIGLIANI, Chair
Southern Nevada District Board of Health

ATTEST:

BY: _____

LAWRENCE K. SANDS, DO, MPH
Chief Health Officer or Designee

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____

ROBERT J. GOWER, Esq
Clark County Deputy District Attorney

BY: _____

STEPHEN F. SMITH, Esq.
Attorney for District

Exhibit A
Clark County Social Service
H1N1 Case Management

Employee Classification Activity/Hours for Reimbursement:

Coordinator: 2 hours per week. Activity: Morning and afternoon coordination to monitor and confirm activity/vaccinations for each day.

- Assist the nurse manager with overall clinic operations
- Assure staff are scheduling and issuing passes and transportation according to location and/or days of clinic operations
- Assure that implementation of H1N1 program is consistent in all offices
- Determine other resource needs
- Identify potential clinic sites
- Train site supervisors

Site Supervisor/Lead Worker: 2-3 hours per day. Activity: Schedule, manage and support staff that will coordinate daily clinic activities.

- Greet and conduct orientation for potential vaccine recipients
- Provide over site of daily operations, dissemination of information, clinic operations and management of documents
- Assist vaccine administrator with all aspects of the pre/post-vaccine administration activities that are non-medical related
- Collect and review documents and assess daily activities
- Inform, assist and make recommendations to coordinator to improve service delivery

Eligibility & Social Work Staff: Ongoing Activity of Eligibility Process: Provide clients with educational material, assist them with completing the application, and determining eligibility for CCSS services.

- Provide basic information about the vaccination and the vaccination process
- Distribute other information provided by the health district related and unrelated to services offered
- Answer questions about vaccination and explain the purpose of receiving the vaccination
- Check client documents for completeness, accuracy and address any "yes" to questions on the application/screening tool that concern contradictions to influenza vaccine
- Direct detail questions to clinic staff as needed
- Manage exceptional situations, i.e., non-English speaking patients or patients who are anxious, hostile, disoriented and/or physically disabled
- Prepare and read documents for illiterate and semi-illiterate clients and answer questions for all "yes" responses
- Collect and submit all forms from clients before departure
- Manage client flow at clinic sites
- Distribute other information provided by the health district related and unrelated to services offered

Public Service Specialist: Distribute applications, express passes, and other educational materials as needed. Assist with answering questions about application and/or information given about other health district services.

- Inform and screen clients at front desk for clinic (s), fast passes, transportation and other services
- Provide basic information about the vaccination and the vaccination process
- Distribute other information provided by the health district related and unrelated to services offered
- Answer questions about schedule, services and days of operation for the clinics
- Schedule and/or refer to on site clinic for vaccination
- Record all contacts on statistical report