



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** April 22, 2010

**RE:** *Approval of Interlocal Contract with Nevada Department of Health and Human Services for Child Care Health Consultation Services*

---

**PETITION #10-10**

**That the Southern Nevada District Board of Health** *approve the attached Interlocal Contract with the Nevada Department of Health and Human Services for Child Care Health Consultation Services.*

**PETITIONERS:**

**Gwen Osburn, Community Health Nurse Manager** *GO*

**Bonnie Sorenson, Director, Clinics/Nursing Services** *BS*

**Scott Weiss, Director of Administration** *SW*

**Lawrence Sands, DO, MPH, Chief Health Officer** *LS*

**DISCUSSION:**

The Interlocal Contract awards funding for the period April 13, 2010 through July 31, 2010 to provide Child Care Health Consultant Services in Clark County to licensed Child Care centers to include advising child care centers on best practices for child care health, serving on the Child Care Consultant Workgroup, providing training to child care provider(s) and/or child care health consultant service providers and assisting in statewide planning and cultivating/or supporting private business development for provision of child care health consultation.

**FUNDING:**

The total award to the District for this Contract period is \$9,999.00.

## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada  
Acting By and Through Its  
Head Start State Collaboration and Early Childhood Systems Office  
in the Department of Health and Human Services, Director's Office  
4126 Technology Way, Suite 100  
Carson City, Nevada 89706  
(775) 684-4000  
Fax: (775) 684-4010

and

Southern Nevada Health District  
625 Shadow Lane P.O. Box 3902  
Las Vegas Nevada, 89127  
Phone 702-759-1204  
Fax 702-383-6341

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 of Southern Nevada Health District hereinafter set forth are both necessary to Department of Health and Human Services 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 upon Board of Examiners' approval, (anticipated to be April 13, 2010) to July 31, 2010, 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 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; this Contract incorporates the following attachments in descending order of constructive precedence:  
ATTACHMENT A: SCOPE OF WORK  
ATTACHMENT B: SNHD RESPONSE
7. **CONSIDERATION.** Southern Nevada Health District agrees to provide the services set forth in attached Scope of Work and proposal with the total Contract or installments payable: within 30 days upon approval of submitted invoices, not to exceed

\$9,999.00 Any intervening end to a 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 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 by 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 a minimum 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. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

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. Actual damages for any State breach shall 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 (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other 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 for the indemnified party's chosen right to participate with legal counsel.

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 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 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.

Southern Nevada Health District  
Public Agency #1

Public Agency #1 Signature Chris Giunchigliani

4/22/10 Chair, Southern Nevada District  
Date Title Board of Health

Department of Health and Human Services  
Public Agency #2

Margot Chappel Date

Director, HSSCO & ECCS Office  
Title

Michael J. Willden Date Title

Director, Health & Human Services

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On \_\_\_\_\_  
(Date)

Deputy Attorney General for Attorney General, State of Nevada

On \_\_\_\_\_  
(Date)

## ATTACHMENT A

### Scope of Work for Child Care Health Consultation Services for the Head Start State Collaboration and Early Childhood Systems Office (HSSC&ECSO) Request for Brief Proposals

Date: February 25, 2010

Due: March 12, 2010

The HSSC&ECSO is currently seeking brief proposals to perform the following work throughout Nevada or in identified communities between April and July 2010. Child Care Health Consultant Services may be provided in any Nevada community where licensed child care centers exist or where legal unlicensed care is the only available option for families. Services for this scope of work include the following. Please describe how each item will be implemented statewide or in identified communities.

1. Advise child care centers by phone and/or in person on best practices for child care health as outlined in Stepping Stones for Children II.
2. Serve on Child Care Consultant Workgroup to assist with statewide consistency in planning and providing child care health consultation.
3. Provide training to child care providers and/or child care health consultant service providers. (Please detail how this will be achieved in response.)
4. Assist in statewide planning as well as cultivating and/or supporting private business development for provision of child care health consultation.
5. Report outcomes using survey developed in Child Care Health Consultant evaluation process (see evaluation report on Child Care Health Consultant Pilot project in Southern Nevada. Please contact [mchappel@dhhs.nv.gov](mailto:mchappel@dhhs.nv.gov) for a copy of report.)

#### Parameters:

- A) Allowable expenses include personnel time, materials and other expenses needed for successful implementation of the project. Staff must have successfully completed national or state approved training for CCHC certification.
- B) Briefly respond to each of the four implementation steps listed above by describing the proposed approach below each one. Responses should include rationale for not implementing any one of the four steps if the agency is not positioned to perform those or chooses not to.
- C) A brief report describing outputs of the project will be required at completion. A survey will also be distributed to recipients of services. A specific number of outputs is not required. However, the brief report must include the number of consultations by phone or in person and the reasons for the consultation.

Please return cost proposals with brief narrative describing services provided, background of staff providing those services, and a proposed budget to Margot Chappel, Director, Head Start State Collaboration and Early Childhood Systems Office at [mchappel@dhhs.nv.gov](mailto:mchappel@dhhs.nv.gov).

## ATTACHMENT B

### **Cost Proposal for Child Care Health Consultant Services**

Southern Nevada Health District will provide Child Care Health Consultant Services in Clark County from April 2010 to July 2010 to licensed Child Care centers to include the scope of work listed below;

1. **Advise child care centers by phone and /or in person on best practices for child care health as outlined in (Stepping Stones to Using) Caring For Our Children II.**

Southern Nevada Health District currently has two nurses who have completed state sponsored training for CCHC (Child Care Health Consultation) and have also attended the National Training Institute in North Carolina. In order to ensure Licensed Child Care Facilities are aware of the availability of the services of Child Care Health Consultants and the scope of services they can provide. The following activities will be performed:

- A. In person, face to face contact, with an average of five facilities per week; for a total of 65 facilities. During this person to person contact the nurse will provide information regarding the availability of services as well as the scope of services available. A brochure providing information about the benefits of using a Child Care Health consultant will be given to each facility visited. Additionally information about the Child Care Health Consultant website will also be provided.
  - B. Telephone contact with at least six licensed facilities per week to describe the services of a CCHC and the availability of those services.
  - C. A log of each contact, the type of contact (person to person, telephone) and the duration of contact will be kept to avoid duplication of service and for submission to the state for verification of work performed.
2. **Serve on Child Care Consultant Workgroup to assist with statewide consistency in planning and providing child care health consultation.**

SNHD (Southern Nevada Health District) currently has staff assigned to the Child Care Consultant Workgroup. Attendance at these meetings has been divided amongst administrative personnel and trained CCHC staff. This division was intentionally done to ensure participation by SNHD might provide managerial focus for future development of the program as well as insight from those performing the scope of work. It is the intent of SNHD to continue participation in such a workgroup whether we are awarded this proposal or not.

3. **Provide training to child care providers and /or child care health consultant service providers.**
  - A. Nurses will provide requested services or necessary referrals resulting from the marketing and informational visits and calls described in #1. For example: immunization review, Itters/Etters, safety reviews, classes for facility staff and or parents, etc.
  - B. A log of all requests for service will be kept. The type of services performed the date and length of services as well as identification of the number of attendees, if an educational offering, will be documented.

4. **Assist in statewide planning as well as cultivating and /or supporting private business development for provision of child care health consultation.**

As members of the work group described above and by participation in the Healthy Child Care Nevada group; SNHD as demonstrated its willingness to assist in statewide planning. The long-term goal of providing training to individuals in the community, as described our response to question #3, is adoption by private enterprise. For Child Care Health Consultation to be adopted by private business three major goals must be achieved:

- a. Adoption of a quality rating system for child care facilities in the state of Nevada ( a work currently in progress);
- b. Increased availability of trained Child Care Health Consultants in the state of Nevada and;
- c. Continued promotion by National Organizations, such as NAEYC (National Association for the Education of Young Children).

5. **Report outcomes using survey developed in Child Care Health Consultant evaluation process.**

SNHD currently is tracking the number of contacts/consultations provided to Child Care Facilities. At present we identify the type of contact performed; i.e. phone consultation, educational in-service request, immunization review etc; the length of time required to provide service, and any mileage costs associated with providing the service. We can easily expand our tracking to include any key components identified as a result of the award of this RFP.

**BUDGET**

Category	Explanation	Cost
Personnel Costs	Actual Hourly Cost of staff assigned based on hours used Anticipate 20 hours per week x \$32.47 x 13 weeks =\$8,442.20	\$8,442.00
Program supplies	Printing of educational materials, Brochures, etc.	\$1,557.00
<b>Total</b>		<b>\$9,999.00</b>