





TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: April 22, 2013

RE: *Approval of Contract with SNHD and CRA, Inc. to provide Planning, Training and Exercises Relative to the FY 2010 Urban Area Security Initiative (UASI) Isolation and Quarantine Project Number 97067U10, the FY 2010 Urban Area Security Initiative (UASI) Epidemiological Surveillance and Investigation Project Number 97067U10 and FY 2011 – Urban Area Security Initiative (UASI) Epidemiological Surveillance and Investigation Project Number 97067.11-U11.*

PETITION #10-13

That the Southern Nevada District Board of Health *retroactively approve the attached Contract to provide funding for planning, training and exercises relative to the FY 2010 Urban Area Security Initiative (UASI) Isolation and Quarantine Project Number 97067U10, the FY 2010 Urban Area Security Initiative (UASI) Epidemiological Surveillance and Investigation Project Number 97067U10 and FY 2011 – Urban Area Security Initiative (UASI) Epidemiological Surveillance and Investigation Project Number 97067.11-U11.*

PETITIONERS:

Jane Shunney, RN, MHA *Public Health Preparedness Manager* 
Thomas R. Coleman, MD, MS *Director of Community Health* 
Elaine Glaser, Director of Administration 
John Middaugh, MD, Interim Chief Health Officer 

DISCUSSION:

The purpose is to engage the Contractor to assist the District in utilizing funds from the grant agreements with Nevada Division of Emergency Management for the participation in the FY 2010 UASI Isolation and Quarantine Project, the FY 2010 UASI Epidemiological Surveillance Project, and the FY 2011 UASI Epidemiological Surveillance Project and in utilizing such funds by performing certain services to prepare for planning of two Table Top Exercises and one Full Scale Exercise following HSEEP Guidelines, and approved by Clark County Office of Emergency Management and Nevada State Division of Emergency Management.

FUNDING:

The District will pay the Contractor not to exceed \$124,000 for these services based on a Scope of Work and Exercise Timelines, ending by July 31, 2013.

**AGREEMENT BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND CRA, INC.**

THIS AGREEMENT is by and between the Southern Nevada Health District (the "District") and CRA ("Contractor") (Individually, "Party" Collectively, "Parties").

WHEREAS, Clark County, Nevada (the "County") has entered into a grant agreement with Nevada Division of Emergency Management for participation in the FY2010 Urban Area Security Initiative (UASI) Isolation and Quarantine Project Number 97067U10 , the FY2010 Urban Area Security Initiative (UASI) Epidemiological Surveillance Project Number 97067U10, and the FY2011 Urban Area Security Initiative (UASI) Epidemiological Surveillance Project Number 97067.11-U11 (the "Grants"); and

WHEREAS, the District, a unit of local government, the Health Authority for Clark County, Nevada, and a subrecipient of the Grants, wishes to engage Contractor to assist the District in utilizing such funds by performing certain services relative to the UASI Isolation and Quarantine Project (the "Project"); and the Epidemiological Surveillance Project (the "Projects"); and

WHEREAS, the District desires to provide or obtain services and/or goods described in Attachment(s) hereto; and

WHEREAS, Contractor desires to obtain from or provide to District services and/or goods described in Attachment(s) hereto; and

WHEREAS, District and Contractor desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes;

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

- 1) CONTRACT TERM. This Agreement shall be effective from upon full execution to July 31, 2013, unless sooner terminated by either Party as set forth in this Agreement.**
- 2) REMUNERATION. The total reimbursement amount the District will pay Contractor for the Contract Term will not exceed \$124,000 for the services provided as indicated in Attachment A, Scope of Work, Exercise Timeline.**
- 3) INCORPORATED DOCUMENTS. The services to be performed and/or the goods to be provided and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into this Agreement and are specifically a part of this Agreement, as follows:**

**ATTACHMENT A: SCOPE OF WORK
ATTACHMENT B: DELIVERABLES**

- 4) **TERMINATION.** This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until 30 days after a Party has served written notice upon the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause. This Agreement shall be terminated immediately if for any reason State and/or Federal funding ability, or private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
- 5) **BOOKS AND RECORDS.** Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three years, and for five years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.
- 6) **BREACH; REMEDIES.** Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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.
- 7) **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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.
- 8) **CERTIFICATIONS.** By signing this Agreement, Contractor acknowledges and certifies the following::
 - a) Contractor and the District shall not discriminate on the basis of race, color, sex, sexual orientation, age, religion, national origin, or handicap.
 - b) Contractor, unless exempt, will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented by Department of Labor regulations 41 CFR Part 60.

Accordingly, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will incorporate the requirements of this section in all nonexempt lower tier subcontracts.

- c) Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap and shall take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap.
 - d) Contractor will make every effort to provide a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and actions will be taken against employees for violation of such prohibition.
 - e) Contractor shall notify the District in writing of any conditions which exist that affect its ability to perform the services under this Agreement. Any use of funds outside of the parameters stipulated in this Agreement is prohibited.
 - f) Federal Law prohibits contractors from using Federal funds for lobbying congress or a Federal agency, or to influence legislation or appropriations pending before the Congress or any State or local legislature in accordance with 31 U.S.C. Section 1352. Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. Section 1352.
 - g) Contractor is eligible to receive an award funded under a federal program in accordance with 45 CFR Part 74. If Contractor's eligibility status changes, the District must be notified in writing within 30 days of the change. Eligibility status changes include both the Contractor and associated Principals of the Contractor.
- 9) The District may, at its discretion, conduct a fiscal monitoring of Contractor at any time during the term of this Agreement. Contractor will be notified in writing at least two weeks prior to the visit, outlining documents that must be available prior to the District's visit. The District will notify the Contractor in writing of any adverse findings and recommendations as a result of the fiscal monitoring. Adverse findings are defined as lack of adequate records, administrative findings, questioned costs and costs recommended for disallowance. Contractor will have the opportunity to address adverse findings in writing responding to any

disagreement of adverse findings. The District will review disagreement issues, supporting documentation and files and forward a decision to the Contractor in writing.

- 10) To the greatest extent practicable, all equipment and products purchased with funds awarded under this Agreement should be American-made. Equipment is defined as tangible non-expendable personal property (including exempt property) charged directly to this Agreement having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- 11) **LIMITED LIABILITY.** The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement 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 Agreement 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 excusing Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- 13) **INDEMNIFICATION.** Neither Party waives any right or defense to indemnification that may exist in law or equity.
- 14) **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 15) **ASSIGNMENT.** Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 16) **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law or this Agreement, 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 Agreement), or any other documents or drawings, prepared or in the course of preparation by either Party in performance of its obligations under this Agreement shall be the joint property of both Parties.

- 17) **PUBLIC RECORDS; CONFIDENTIALITY.** Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be open by District to public inspection and copying. Any record which is made confidential by law or a common law balancing of interests shall not be disclosed only to the extent that such information is made confidential by law or a common law balancing of interests.
- 18) **PROPER AUTHORITY.** The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 19) **ENTIRE AGREEMENT; MODIFICATION.** This Agreement and its incorporated 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 otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the Parties hereto.
- 20) **GOVERNING LAW: Jurisdiction: MEDIATION.** This Agreement 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 Agreement. In the event of a dispute between the Parties regarding this Agreement, and as a condition precedent to litigation between the Parties, the Parties will undertake in good faith mediation with a mediator qualified as such with the Eighth Judicial District Court.
- 21) **NOTICES:** All notices or other communications required or permitted to be given under this Agreement 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, requested, post prepaid on the date posted, and addressed to the other Party at the address set forth herein.

SOUTHERN NEVADA HEALTH DISTRICT

By: [Redacted Signature]
John Middaugh, MD
Interim Chief Health Officer

Date: 3/26/13

CRA, INC

By: [Redacted Signature]
Scott P. Mazza
Director of Business Operations

Date: 4/1/2013

**ATTACHMENT A
SCOPE OF WORK
TO AGREEMENT BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CRA, INC.**

Contractor Shall:

Provide expert consultation services for a total of three Urban Area Security Initiative (UASI) funded exercises, two of which will be table tops (TTX) and one will be a full scale exercise (FSE).

Contractor will design develop and implement the three exercises in coordination with the Manager of the Office of Public Health Preparedness at SNHD.

**CRA, INC.
ATTACHMENT A
SCOPE OF WORK**

Scope of Work

District expects to work with CRA in a collaborative partnership as detailed in the CRA proposal of July 15, 2011. Effectively immediately we would like to begin the process and expect CRA to provide regular status reports to District on the progress of each task in the work plan.

Work Plan Task One --- Planning Meeting and Conferences:

Concept and Objectives Meeting/Initial Planning Conference will bring together a planning team for each exercise to develop and refine the exercise process in accordance with HSEEP requirements.

Meetings will be documented with agendas, meeting minutes, presentations, read-ahead packets, a SITMAN, exercise handbooks and a complete AAR/IP.

Work Plan Task Two --- Exercise Delivery

These exercises will test how well participants can manage regional public health emergencies and activities, and effectively address issues such as epidemiology, surveillance, isolation, and quarantine.

District expects two different types of exercises in three deliveries that build upon each other.

Work, Plan Task Three --- Exercise Evaluation

After-Action Report Conference to occur after each exercise to obtain feedback from stakeholders and these will result in an analysis of the issues and problems identified and resolved by the players during the exercise followed with an Improvement Plan and Improvement Plan Matrix. CRA will also conduct a controller/evaluator debrief and compile preliminary analyses. By mid-July 2013 CRA will provide an AAR/IP describing what happened, describe any best practices or strengths, and identify areas for improvement.

**ATTACHMENT A
SCOPE OF WORK
UASI EXERCISE TIMELINE**

2012

April 1: I & Q C&O /IPC Meeting \$5,000 UASII&Q

June 1 I & Q FPC Meeting \$5,000 UASII&Q

June 30 I & Q TTX \$16,000 UASII&Q

July 15 I & Q AAC Meeting \$5,000 UASII&Q

August EPI C&O/I~C Meeting \$5,000 UASI EPI FY 10

October EPI FPC Meeting \$5,000 UASI EPI FY 10

November EPI TTX Meeting \$16,000 UASI EPI FY 10

December EPI AAC Meeting \$5,000 UASI EPI FY 10

2013

January FSE I&Q and EPI C&O/IPC Meeting \$5,000 UASI EPI FY 11

March FSE I&Q EPI MPC Meeting \$5,000 UASI EPI FY 11

April FSE I&Q EPI MSEL Meeting \$5,000 UASI EPI FY 11

May FSE I&Q EPI FPC \$5,000 UASI EPI FY 11

June FSE I&Q and EPI FSE \$37,000 UASI EPI FY 11

July 7/15 AAR1P \$5,000 UASI EPI FY 11

**ATTACHMENT B
DELIVERABLES
TO AGREEMENT BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CRA, INC.**

Contractor shall:

- 1. Submit meeting reports and After Action Reports using HSEEP documentation guidelines.**
- 2. Submit to District a report summary within 30 days of completion of a Meeting as indicated in Exhibit A.**
- 3. Submit to District an After Action Report (AAR), within 60 days upon completion of Meetings as indicated in Exhibit A. The AAR shall include the following:**
 - a brief summary with introductory and general statements noting exercise scope, purpose, objectives, players; and,**
 - an overall performance assessment;**
 - assessments for each capability observed;**
 - issues and recommendations as suggested by controller, evaluator, or player comments.**