

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: 10/24/2013

RE: *Approval of an Interlocal Contract between the City of Henderson and Southern Nevada Health District*

PETITION #26-13

That the Southern Nevada District Board of Health *approves the attached Interlocal Agreement between City of Henderson and Southern Nevada Health District.*

PETITIONERS:

BS. **Richard W. Cichy**, *Community Health Nurse Manager*
Bonnie Sorenson, *Director of Clinics/Nursing Services*
Elaine Glaser, *Director of Administration*
Joseph P. Iser, MD, DrPH, MSc, *Chief Health Officer* *JPI*

DISCUSSION:

The Southern Nevada Health District will provide Influenza Vaccines at the Heritage Park Senior Facility, 300 S. Racetrack Rd, Henderson, NV 89015.

FUNDING:

No additional funding is required for this petition, billing for Influenza vaccines will be in accordance with the approved SNHD fee schedule through Medicare.

**INTERLOCAL
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF HENDERSON
REGARDING VACCINATION CLINICS
CMTS: 16476**

THIS INTERLOCAL Agreement ("Agreement") is made and entered into as of the ____ day of October, 2013 ("Effective Date"), by and between the City of Henderson, a municipal corporation and political subdivision of the State of Nevada (hereinafter referred to as the "CITY") and the SOUTHERN NEVADA HEALTH DISTRICT, a public health agency of Clark County, Nevada (hereinafter referred to as the "SNHD") (collectively referred to as "Parties").

WITNESSETH

WHEREAS, the CITY and SNHD are desirous of providing vaccination clinics and other information and services that are a benefit to the citizens of Henderson, at CITY Park and Recreation Facilities; and

WHEREAS, Nevada Revised Statutes Chapter 277 provides that two (2) or more public agencies may enter into an interlocal agreement for the performance of a public function;

NOW, THEREFORE, in consideration of the conditions and promises of the parties hereto, the CITY and the SNHD agree to the following:

SECTION 1. RESPONSIBILITIES OF THE PARTIES

1. CITY shall advise all SNHD staff and volunteer(s) of all CITY applicable rules and regulations.
2. SNHD shall provide vaccination clinics and other health programs or services ("hereinafter referred to as "SNHD Services") at mutually agreed to locations, times, and dates.
3. CITY reserves the right to cancel use of the facility for planned CITY events, including but not limited to facility closures, with a one-week notice to the SNHD.
4. CITY shall provide the space for SNHD Services, including set-up and cleaning.
5. CITY shall record the number of patrons served through the SNHD Services and shall require that participants receiving vaccinations or other health services sign a disclaimer provided by the CITY and attached hereto and incorporated herein by this reference as Exhibit A. Disclaimer shall be modified to fit the appropriate SNHD Services being provided.
6. SNHD shall provide CITY 24 hour notice of any cancellation.

SECTION 2. COMPENSATION

Neither SNHD nor CITY shall receive any compensation under this Agreement.

SECTION 3. INSURANCE

Each Party agrees to maintain its own insurance policies for general liability and workers' compensation coverage.

SECTION 4. INDEMNITY

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, SNHD and CITY shall indemnify, defend and hold harmless each other, and the other's officers, employees or agents from and against all liabilities, claims, losses, lawsuits, judgments and/or expenses, including reasonable attorney fees, arising either directly or indirectly from the other Party's negligent failure to perform its obligations under this Agreement. Both SNHD and CITY will assert the defense of sovereign immunity, as appropriate in all cases, including malpractice and indemnity actions. SNHD and CITY's indemnity obligations for actions sounding in tort are limited in accordance with NRS 41.035 to one-hundred thousand dollars (\$100,000.00).

SECTION 5. APPLICABLE LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

SECTION 6. COMPLIANCE WITH LAWS

SNHD shall, in the performance of its obligations hereunder, comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to the discrimination by reason of race, sex, age, religion or national origin, disability, sexual orientation, or gender identity or expression.

SECTION 7. CONTRACT TERM AND TERMINATION

1. The term of this Agreement shall be for three (3) years from the Effective Date, with the option to renew for two (1) one year periods, unless otherwise terminated as provided herein.
2. Either Party may terminate the Agreement without cause upon giving thirty (30) days written notice to the other Party.

SECTION 8. DESIGNATION OF REPRESENTATIVE

The CITY hereby designates Susan Bobby, Senior Services Supervisor, or its authorized representative, as the CITY representative with respect to the work to be performed under this Agreement. Such representative shall have complete authority to transmit instructions, receive information, interpret and define CITY policies and decisions with respect to this Agreement and the obligations of the SNHD. SNHD designates Richard W. Cichy, Community Health Nurse Manager, as its representative and coordinator having responsible charge of all work performed hereunder.

SECTION 9. WAIVER

1. No consent or waiver, express or implied, by either Party to this Agreement to or any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such Party hereunder.
2. Failure on the part of any Party hereto to complain of any act or failure to act of the other Party or to declare that other Party in default hereunder shall not be deemed a waiver by that Party as to subsequent breaches.

SECTION 10. SEVERABILITY

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

SECTION 11. MODIFICATION

All modifications or amendments to this Agreement are null and void unless reduced to writing and signed by the parties hereto.

SECTION 12. NOTICES

All notices which are required or permitted to be given hereunder must be given in writing and must either be delivered personally to the Party to whom such notice is given or sent to it by certified mail, postage prepaid and return receipt requested, addressed to such Party at the address which is designated below (or such other address as may hereafter be designated by either Party by written notice thereof to the other).

CITY: City of Henderson
Parks and Recreation Department
Attention: Parks and Recreation Director
240 Water Street
P.O. Box 95050
Henderson, Nevada 89009-5050

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

SECTION 13. EXECUTION IN COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

SECTION 14. 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.

SECTION 15. ENTIRE AGREEMENT

The Agreement and exhibits ("Agreement Documents") constitute the entire Agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in such Agreement Documents are hereby canceled.

SECTION 16. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Privacy practices will be in accordance with current SNHD policy and consistent with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended. No personally identifiable information and/or protected health information will be shared with the City of Henderson, or any employees of the City of Henderson.

SECTION 16. INDEPENDENT PUBLIC AGENCIES.

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each Party is and shall be a public agency separate and distinct from the other Party and, subject only to the terms of this Agreement. Nothing contained in this Agreement 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.

SECTION 18. AUTHORITY

The Parties represent and warrant that the person executing this Agreement on behalf of each Party has all requisite authority to enter into this Agreement and bind the respective Parties to the terms and obligations of this Agreement.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the Effective Date.

CITY OF HENDERSON
CLARK COUNTY, NEVADA

ATTEST:

JACOB L. SNOW
City Manager City Clerk

SABRINA MERCADANTE, MMC

APPROVED AS TO CONTENT:

MARY ELLEN DONNER
Parks and Recreation Director

APPROVED AS TO FUNDING:

RICHARD A. DERRICK
Chief Financial Officer City Attorney

APPROVED AS TO FORM:

JOSH M. REID

SOUTHERN NEVADA HEALTH DISTRICT

APPROVED AS TO FORM:

By: _____
JOSEPH P. ISER, MD
CHIEF HEALTH OFFICER

ANNETTE L. BRADLEY, ESQ.

EXHIBIT "A"

DISCLAIMER

For

Seasonal Flu Vaccinations

I, _____ understand the information made available through the Southern Nevada Health District contracted by the City of Henderson is not intended to replace the services of a physician and that the City of Henderson does not sponsor or endorse the information provided through the Southern Nevada Health District. I understand that the information obtained through the Southern Nevada Health District should not be used for diagnosing or treating a medical or health condition and I am responsible to consult a physician in all matters relating to my health, and particularly in respect to any symptoms that may require diagnosis or medical attention. I further understand that it is strongly recommended that I consult my own physician or health care provider concerning the information received through this clinic.

I hereby release, discharge, and covenant not to sue the City of Henderson, their respective administrators, directors, agents, officers, volunteers and/or employees (Releasers) for occurrences of any nature or kind arising as a result of my participation in this sanctioned wellness event. If I or anyone on my behalf, makes a claim against any of the Releasers, I or my estate will indemnify, defend, save, and hold harmless each of the Releasers from any liability, loss, damage, or cost, whether for personal injury or property damage, which they may incur as a result of such claim, except to the extent described in the next paragraph.

This release and waiver of liability does not apply to any liability, claims, demands, losses, or damages arising out of the intentional, willful, or wanton misconduct of Releasers. No oral representations, statements, or inducements apart from this waiver and release have been made.

Date

Participant Signature (must be 18 years or older)
