



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE: May 22, 2014**

RE: *Approval of Amendment to Interlocal Contract Between the City of Henderson and Southern Nevada Health District*

PETITION #10-14

That the Southern Nevada District Board of Health *approve the attached Interlocal Contract between the City of Henderson and Southern Nevada Health District. This funding shall serve to reimburse the Southern Nevada Health District for capillary lead screening provided to all children referred by the City of Henderson not eligible for Medicaid or Nevada Check Up at the rate of \$35.00 per capillary lead screening test for the contract period established as from July 1, 2014 to November 1, 2016.*

PETITIONERS:

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Margarita L. DeSantos, *Community Health Nurse Manager*
Bonnie Sorenson, *Director of Clinics/Nursing Services* *BS.*
Andy Glass, *Director of Administration* *AG*
Joseph Iser, M.D., *Chief Health Officer* *JIS*

DISCUSSION:

The Interlocal Contract allows the District to provide capillary lead screening to children twelve through seventy-two months of age as referred by the Henderson Lead Hazard Control and Healthy Homes Program (HLHCHHP). Specifically, the contract allows the District to bill the City of Henderson for all non-Medicaid or Nevada Check Up eligible children seen at a rate of thirty-five dollars (\$35.00) per capillary lead screening test.

The Henderson Lead Hazard Control and Healthy Homes Program (HLHCHHP) is funded by the Office of Healthy Homes and Lead Hazard Control, U.S. Department of Housing and Urban Development (HUD). This is new program and is a collaborative project between the City of Henderson, Neighborhood Services Division and the Department of Environmental and Occupational Health at UNLV. HLHCHHP aims to reduce lead hazards in the local Henderson community through lead abatement and interim controls. Assistance to low-income families is offered in the form of a housing grant with an affordability

period, not a loan. HLHCHHP is funded for the next three (3) years and anticipates inspecting at least 150 homes and conducting lead hazard control on 80 homes. During the grant period, HLHCHHP will provide the community with lead poisoning prevention education, healthy homes education, and assistance with blood lead testing. It is estimated that the District will screen up to fifty (50) children per year for the HLHCHHP or up to a total of one hundred forty-five (145) children for the contract period.

The budget period is from July 1, 2014 to November 1, 2016.

FUNDING:

The funding for this contract of \$5,091 over the contract period of twenty seven (27) months is made available to the Southern Nevada Health District from the City of Henderson through a contract with funds they obtained from the Office of Healthy Homes and Lead Hazard Control, U.S. Department of Housing and Urban Development (HUD). This funding shall serve to reimburse the Southern Nevada Health District for capillary lead screening provided to all children not eligible for Medicaid or Nevada Check Up referred by the City of Henderson at the rate of \$35.00 per capillary lead screening test.

**INTERLOCAL CONTRACT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CITY OF HENDERSON
SNHD-1-INT-14-001**

This Interlocal Contract ("Contract") is entered into by and between the Southern Nevada Health District, through the Southern Nevada District Board of Health ("SNHD") a political subdivision of the State of Nevada and the public Health Authority for Clark County, Nevada and CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada ("COH") (individually referred to as "Party" and collectively, referred to as "Parties").

RECITALS

WHEREAS, NRS Chapter 277 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; and

WHEREAS, COH is the recipient of a U.S. Department of Housing and Urban Development ("HUD") Lead-Based Paint Hazard Control grant award ("Grant") with an effective date of July 29, 2013 for the purpose of identifying and remediating lead-based paint and other housing hazards in high-risk housing on behalf of HUD; and

WHEREAS, In achieving the purpose of the Grant, COH will identify children exposed to and affected by lead present in the home; and

WHEREAS, the SNHD provides lead capillary screening for children through 72 months of age; and

WHEREAS, COH and SNHD wish to work collaboratively to identify and control lead-based paint while maximizing the combination of children less than six years of age protected from lead poisoning and housing units where lead-hazards are controlled; and

WHEREAS, SNHD possesses the expertise, qualifications and available resources, and agrees to provide the services as described herein; and

NOW, THEREFORE, in consideration of mutual covenants herein contained the Parties agree as follows:

1. Recitals: The foregoing Recitals are incorporated herein by reference and made a part of this Contract.
2. Captions: Any captions to or headings of the sections, subsections, paragraphs or subparagraphs of this Contract are solely for the convenience of the Parties, are not a part of the Agreement and shall not be used for the determination of the validity or interpretation of this Contract or any provision hereof.
3. Terms: The term of this Contract shall be from July 1, 2014 through November 1, 2016. During this period SNHD shall provide services as indicated in Paragraph 4 below:

4. Scope of Work: During the term of this Contract, Parties agree to the following:

SNHD shall:

1. Provide Capillary Lead Screening to children 12 through 72 months of age as referred by COH, at SNHD Kids Clinic.
2. Provide all of the materials necessary for screening.
3. Provide Capillary Lead Screening for Medicaid or Nevada Check Up eligible children.
4. For children not eligible for Medicaid or Nevada Check Up, SNHD will provide Capillary Lead Screening and bill COH \$35.00 per screening.
5. Maintain accurate records on any children screened, services provided, procedures performed, and any financial transactions as may be required by this interlocal contract.
6. Provide a detailed invoice of services rendered on a monthly basis for the cost of services provided within a 30 day period.
7. Not provide service to any child without the signed consent of a parent.
8. Refer children with a screening test of 10ug/dl or greater to their primary physician for follow up.

COH shall:

1. Instruct families to schedule appointments within the Kids Clinic regular operating schedule through the Kids Clinic phone line.
 2. Provide children with a document identifying them as referred by the COH which will be presented to SNHD staff at the time of the appointment.
 3. Approve payment for each screening provided to all children not eligible for Medicaid or Nevada Check up at the rate of \$35.00 per Capillary Lead screening test.
 4. Monitor fiscal services to ensure proper use of federal funds.
 5. Provide payment to SNHD within 30 days of receipt of billing.
5. Compensation: COH will reimburse SNHD for children referred to the SNHD for Capillary Lead Screening at \$35.00 per screening test. Total reimbursement to SNHD for Services shall not exceed the total estimated project cost of \$5,091.00, unless otherwise permitted in writing by COH.
6. Entire Agreement: This executed Contract, together with any attachments and amendments, contains the entire Contract between COH and SNHD 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 is extinguished and is of no force or effect.
7. Assignment: The Parties may not assign, sublet, transfer or delegate any rights, obligations or duties under this Contract, or subcontract the provision of services under this Contract without prior written consent of both Parties.
8. Indemnification: Neither Party waives any right or defense to indemnification that may exist in law or equity.

9. **Liability to Third Party:** COH and SNHD, 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.
10. **Waiver of Breach:** Any waiver or breach of any provision of this Contract shall not be deemed a waiver of any other breach of the same or different provision.
11. **Severability:** 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(s) of this Contract shall remain in full force and effect.
12. **Discrimination Prohibited:** In providing services under this Contract, COH and SNHD shall not discriminate on the basis of race, color, sex, sexual orientation, age, religion, national origin, or handicap.
13. **Independent Entities:** COH and SNHD are independent public 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.
14. **Termination:** Either Party may terminate this Contract for any reason prior to the date of termination set forth in Section 3, upon thirty (30) days written notice.
15. **Modifications or Amendments:** All modifications and/or amendments to this Contract are null and void unless reduced to writing and duly signed by the Parties hereto; thus, making such modifications and/or amendments binding on SNHD and COH.
16. **Performance:** Each Party shall notify the other in writing of any conditions which exist or may arise that affect its ability to perform the Services under this Contract.
17. **Access to Records:** At any time during normal business hours, SNHD's records, with respect to matters covered by this Contract shall be made available for audit, examination, and review by COH representative(s), COH contracted independent auditors, or as otherwise designated by COH as required by the terms of the Grant. SNHD will be notified in writing at least three weeks prior to the visit, outlining documents that must be made available prior to COH's visit. COH shall notify SNHD in writing of any adverse findings and recommendations as a result of the audit. Adverse findings are defined as lack of adequate records, administrative findings, questioned costs and costs recommended for disallowance. SNHD will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. COH shall review disagreement issues, supporting documentation and files and forward a decision to SNHD in writing.
18. **Records:** Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as 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

Contract 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 Contract, from the date of termination of this Contract. 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.

19. **Breach:** Failure of either Party to perform any obligation under 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.
20. **Liability:** The Parties will not and do 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. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
21. **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.
22. **Public Records:** Pursuant to NRS 239.010, information or documents, including this Contract, and any other documents generated incidental thereto may be opened by SNHD and/or COH to public inspection and copying. The Parties will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
23. **Authorization:** 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 the documents incorporated herein.
24. **Notices:** 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 designated below:

SNHD:
By Mail:
Cadle Collins
Materials Management Supervisor
Southern Nevada Health District
P.O. Box 3902
Las Vegas, NV 89127-3902

City of Henderson:
By Mail or In Person:
Barbara Geach
Manager of Neighborhood Services
City of Henderson Neighborhood Services
240 Water St., P.O. Box 95050
Henderson, NV 89009-5050

In Person:
330 S. Valley View Blvd,
Las Vegas, Nevada

- 25. Fiscal Funding: This Contract is contingent upon and subject to the availability of funds. Funding of this Contract is dependent upon budget appropriations set each fiscal year. If necessary funds to continue with the specified Services are not allocated by the COH, this Contract shall be terminated at the expiration of the appropriated funds.
- 26. Governing Law: 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, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this contract.

SOUTHERN NEVADA HEALTH DISTRICT

CITY OF HENDERSON

By: 
 Andrew J. Glass, FACHE, MS
 Director of Administration

By: _____
 Barbara Geach
 Neighborhood Relations Manager

Date: 5/8/14

Date: _____

ATTEST:

ATTEST:

 Rodney Woodbury, Chair
 SNHD Board of Health

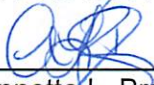
 Sabrina Mercandate, MMC
 City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

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 Annette L. Bradley, Esq.
 Attorney for Southern Nevada Health District

 Josh M. Reid
 City Attorney

APPROVED AS TO AMOUNT:

 Richard A. Derrick
 Finance Director