

TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE: 11/17/2016**

RE: *Approval of Interlocal Contract Between Clark County, Nevada and Southern Nevada Health District*

PETITION #38-16

That the Southern Nevada District Board of Health *approve the attached Interlocal Contract between Clark County, Nevada and Southern Nevada Health District. This contract is for the project period July 1, 2016 to June 30, 2017. This contract establishes the amount of funding available to the district at \$78,686.*

PETITIONERS:

Margarita L. DeSantos, Community Health Nurse Manager *MD*
Rachell Ekroos, Chief Administrative Nurse *RE*
Fermin Leguen, M.D., M.P.H., Director of Clinical Services *FL*
Andrew Glass, Director of Administration *AG*
Joseph Iser, M.D., Chief Health Officer *JI*

DISCUSSION:

The Interlocal Contract allows the District to fund 0.75 FTE of a nurse case manager under the Healthy Start program, office supplies, and marketing/advertising for the program. The Southern Nevada Health District (SNHD) Healthy Start (HS) program's goal is to reduce infant mortality, reduce health disparities, and improve perinatal health outcomes. The target population is African American women of childbearing age and their children through age two (2) years residing in 16 zip codes within the cities of Las Vegas and North Las Vegas. This is a case management, home visiting program.

Nurses conduct home visits to help women access regular prenatal care; follow healthy diets; and avoid smoking, drinking alcohol and abusing drugs. The funded manager will recruit and carry an active caseload of 80 participants.

Behaviors such as smoking, drinking alcohol and abusing drugs are harmful to a developing fetus.

After the birth of the child, the case managers monitor the infant's growth and development and work with the mother to develop parenting skills, including education on expected infant behaviors based on their developmental age.

The budget period is for July 1, 2016 to June 30, 2017.

FUNDING:

The funding for this contract of \$78,686 was made available to the Southern Nevada Health District from Clark County, Nevada. This funding will cover the following for the Nurse Case Manager: 0.75 FTE salary and fringe, office supplies and postage, and marketing/advertising for the program.

INTERLOCAL AGREEMENT TO GRANT FUNDS TO
SOUTHERN NEVADA HEALTH DISTRICT
FOR HEALTHY START PROJECT

WHEREAS, the SOUTHERN NEVADA HEALTH DISTRICT ("Recipient"), a public agency located at 280 S. Decatur Boulevard, Las Vegas, NV 89107, proposes to provide service, support and information mothers can use to take care of themselves and their babies through a developed coordinated program of comprehensive clinical preventive services for women of child bearing age through its HEALTHY START PROJECT (the "Program"); and

WHEREAS, pursuant to NRS 277.180, the Board of County Commissioners may contract with any one or more public agencies to perform any public service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the Recipient and Clark County are authorized by law to provide the Program; and

WHEREAS, Recipient has requested financial assistance from the County to assist with the cost of operations for the Program, administered primarily at a public agency located at 280 S. Decatur Boulevard, Las Vegas, NV 89107 Nevada 89027; and

WHEREAS, an increasing number of Clark County residents and other rural Clark County residents are utilizing the facilities and services provided by the Recipient; and

WHEREAS, Recipient shall continue to provide such services and facilities to residents of unincorporated Clark County upon the same condition terms; and

WHEREAS, Recipient agrees to furnish such services upon the terms and conditions set forth below.

WHEREAS, County management has identified the program as a Department Initiative in support of the Department of Juvenile Justice Services, Department of Family Services, and/or Department of Social Service in supplementing county functions.

NOW, THEREFORE, BE IT AGREED by the Board of County Commissioners of Clark County, Nevada, and the Board of Health for the Southern Nevada Health District, that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide SEVENTY-EIGHT THOUSAND, SIX HUNDRED EIGHTY-SIX AND NO/100TH DOLLARS (\$78,686) in Fiscal Year 2016/2017 County Outside Agency Grant funds (the "Funds") to Recipient to assist with the cost of providing service, support and information mothers can use to take care of themselves and their babies through a developed coordinated program of comprehensive clinical preventive services for women of child bearing age during the period from July 1, 2016 through June 30, 2017, as outlined in Exhibit "A", "Expenditures Eligible for Reimbursement", except as provided for hereafter.

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as

if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide client usage records to the Community Resources Management of the County ("CRM") on a quarterly basis during the fiscal year beginning July 1, 2016, and ending June 30, 2017. These reports will contain, but are not limited to, the information contained in Exhibit "C", "Quarterly Progress Report", to Clark County, including any narrative report to delineate the benefit realized by the County for Program support.

D. Recipients receiving funds agree to adhere to the Southern Nevada Homeless Continuum of Care guidelines regarding housing first, low barrier programming and coordinated intake as applicable to individual projects.

E. Recipient must use the Southern Nevada Continuum of Care Coordinated Assessment and Intake System and must keep documentation evidencing the use of, and written intake procedures for, the Coordinated Assessment and Intake System in accordance with the requirements established by HUD, as applicable. More information can be found at www.helphomehome.org.

F. Recipient acknowledges these funds are not to be used for research and development activities.

G. The Awarding Official for this grant is Michael Pawlak, Director of Clark County Social Service. The Clark County OAG Program contact person is Apryl J. Kelly, Clark County Social Service, Community Resources Management, 1600 Pinto Lane 2nd Floor, Las Vegas, NV 89106, Apryl.Kelly@clarkcountynv.gov, or 702-455-5030.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to execute the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices, and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Interlocal Agreement. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Interlocal Agreement is intended to appoint Recipient as an agent of the County. The Board of County Commissioners has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Interlocal Agreement without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	\$1,000,000 each person; \$1,000,000 each occurrence;
Property Damage:	\$1,000,000 each person; \$1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the aforementioned insurance coverages within ten days after adoption of this Interlocal Agreement and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be named as an additional insured party in all policies of insurance obtained pursuant to this Interlocal Agreement. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

- (1) Whether the objectives of the Program are being achieved;
- (2) Whether the Program is being operated in an efficient and effective manner;
- (3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;
- (4) Whether the financial operations of the Program are being conducted properly;
- (5) Whether the periodic reports to the County contain accurate and reliable information;
and
- (6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Interlocal Agreement.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

G. Subject to the limitations of NRS Chapter 41, Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Interlocal Agreement. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable

attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Interlocal Agreement. In the event that the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

H. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

I. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Interlocal Agreement.

J. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

K. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

L. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

M. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

N. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

O. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

P. None of the Funds to be paid under this Interlocal Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

III. Financial Management

A. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The

representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

B. Copies, excerpts, or transcripts of all of the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

C. The County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. Invoices containing receipts and cancelled checks will be submitted by Recipient on a monthly basis. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Interlocal Agreement.

D. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.

E. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

F. In the event that the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Interlocal Agreement, the County reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

G. Upon the expiration or revocation of this Interlocal Agreement, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

IV. Expiration, Modification or Revocation of Resolution

A. This Interlocal Agreement will commence upon its approval and signature by all parties and shall be completed by June 30, 2017, except as provided for hereafter. A time extension of up to six months may be authorized by the Director of Social Service, or his designated representative, for the grant funds provided each fiscal year if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the County.

B. The parties hereto will be required to amend or otherwise revise this Interlocal Agreement should such modification be required by any applicable state or federal statutes or regulations.

C. Upon Recipient's request, the agreement created by acceptance of this Interlocal Agreement may be extended by the Director of Social Service, on an annual fiscal year basis for a period of up to 2 additional years in addition to that provided in section IV. A., for the same services provided for in this Interlocal Agreement and with the same budget amount of new funding, or for a lesser amount of funding as determined by the Director of Social Service, amending Exhibits accordingly, subject to additional appropriation by the County and an annual review by CRM of the efficacy of Recipient's services.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Interlocal Agreement without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. If Recipient fails to fulfill in a timely and proper manner its obligations under this Interlocal Agreement, or if Recipient violates any of the conditions or limitations of this Interlocal Agreement, the County may suspend or revoke this Interlocal Agreement, and may terminate its participation in the Program at any time for convenience.

PASSED, ADOPTED, and APPROVED this _____ day of _____, 2016.

COUNTY OF CLARK

By: _____
STEVE SISOLAK, CHAIRMAN
Board of County Commissioners

ATTEST:

By: _____
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM

STEVEN B. WOLFSON
DISTRICT ATTORNEY

By: _____
Deputy District Attorney

SOUTHERN NEVADA HEALTH DISTRICT

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

ATTEST:

Jacqueline Wells, Board of Health Clerk

APPROVED AS TO FORM:

By: _____
Annette L. Bradley, ATTORNEY

EXHIBIT "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

SOUTHERN NEVADA HEALTH DISTRICT

FOR HEALTHY START PROJECT

Fiscal Year 2016/2017 County Outside Agency Grant Funds

The following items may be paid with the Clark County General Funds, not to exceed \$78,686:

Program Operations Costs

Salaries & Fringe Benefits (related to Operations) \$ _____

Approx. % of

Supplies & Postage \$ 1,437

Professional Services \$ _____

Travel (local and out-of-state) \$ _____

Other: \$ _____

Direct Assistance on Behalf of Participants

Salaries & Fringe Benefits (related to Direct Services) \$ 74,644

Approx. % of

Advertising / Marketing \$ 2,605

TOTAL \$ 78,686

EXHIBIT "B"

SOUTHERN NEVADA HEALTH DISTRICT

HEALTHY START PROJECT

SCOPE OF SERVICES

Program Year 2016/2017

Clark County will provide SEVENTY-EIGHT THOUSAND, SIX HUNDRED EIGHTY-SIX AND NO/100TH DOLLARS (\$78,686) in Fiscal Year 2016/2017 County Outside Agency Grant funds (the "Funds") to the SOUTHERN NEVADA HEALTH DISTRICT ("Recipient") to provide service, support and information mothers can use to take care of themselves and their babies through developed coordinated program of comprehensive clinical preventive services for women of child bearing age through the HEALTHY START PROJECT (the "Program").

1. During the program year ending June 30, 2017, Recipient will provide service, support and information mothers can use to take care of themselves and their babies through a developed coordinated program of comprehensive clinical preventive services for women of child bearing age.
2. Specifically, the objectives of the Program in this fiscal year will be to:
 - Assist 40 unduplicated pregnant women
 - Assist 20 unduplicated children aged 0-2
 - Assist 20 unduplicated mothers
3. Recipient will provide to Clark County written notice of any program changes during the fiscal year for which County funds are allocated under the provisions of this Interlocal Agreement.
4. Recipient shall give priority attention to referrals for service for County-identified clients.

EXHIBIT "C"
QUARTERLY PROGRESS REPORT TO CLARK COUNTY

Reflecting Months: _____ Year: _____

Agency: SOUTHERN NEVADA HEALTH DISTRICT

Program: HEALTHY START PROJECT

PROGRESS TOWARDS ACHIEVING OBJECTIVES:

OBJECTIVE	THIS QUARTER	YEAR TO DATE
Assist 40 unduplicated pregnant women		
Assist 20 unduplicated children aged 0-2		
Assist 20 unduplicated mothers		

NARRATIVE REPORT: (please use additional pages as necessary)

Describe any problems and/or changes implemented during the operating year:

Describe any progress made to build collaborations or facilitate cooperation among and between agencies and persons serving this population:

Please list any Technical Assistance subject matters that would improve your agency's or the community's ability to better serve this target population: