



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH
DATE: May 23, 2019

RE: *Approval of Interlocal Agreement amendments with SNHD and Clark County to provide Non-Essential, County personnel to assist Health District in response to or following public health emergencies and local disasters. Agreement also includes provision for the use of county personnel volunteers necessary to support planning, training, and exercise activities to prepare workforce to assist Health District in Public Health responses to "All Hazard" threats.*

PETITION # 12-19

That the Southern Nevada District Board of Health *approve the attached interlocal agreement to form, for use of non-essential employees from Clark County to assist Health District personnel in preparing for and responding to public health emergencies, natural or man-made threats to protect public health of residents and visitors to Nevada.*

PETITIONERS:

Jeff Quinn, MPH, Public Health Preparedness Manager

Michael Johnson, PhD, Director of Community Health

John Shannon, Director of Administration

Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer

DISCUSSION:

- 1) When a Public Health emergency or disaster occurs in Southern Nevada and Health District's emergency operations plans are activated by Health District's Chief Health Officer or Designee, or

the appropriate state or federal governmental official; it is imperative that the Health District maintains the ability to mobilize and staff public, Points of Dispensing (POD) efficiently and effectively to protect the health and safety of the community and its visitors. The Health District's response may include provision of medical countermeasures to prevent the spread of disease or minimize health impacts of these threats. Clark County's Office of Emergency Management agrees to support Health District through mutual aid by serving as the lead agency responsible for identification and coordination of Non-Essential Employees (NEE) from Clark County that may supplement Health District's personnel in staffing public, PODs. Provision of NEE is subject to available personnel and at the County's sole discretion. Through training and mutual-cooperation, the Parties to this agreement will prepare for transparent mobilization and operation of public PODs during a public health related event.

FUNDING:

- 2) The previously Interlocal agreement approved at the March 28, 2019 meeting was amended to better define *Clark County Non-Essential Employees* (NEE) as those compensated at a Clark County pay rate at Schedule C29 and below. The change in hourly rate in Exhibit A of Interlocal Agreement requires BOH approval.
- 3) County personnel shall complete the Services identified in Scope of Work, detailed in Exhibit A of Interlocal Agreement. County will be reimbursed for expenses incurred as provided in Exhibit A, Scope of Work and Payment. Reimbursement is contingent upon a fully executed Exhibit B, Master Interlocal Agreement Work Order ("Work Order") for each training, exercise, or real event.
- 4) Reimbursement of costs incurred may be from multiple funding sources supported at local, state, or federal level depending on the emergency. Grant funding may be used to support local trainings and exercises conducted in partnership with the Southern Nevada Health District. Examples of trainings and exercises where grant funds may be used include those managed by Health District and Clark County. Use of federal, cooperative agreements are contingent on prior-approval from federal agencies, the State of Nevada, Division of Public and Behavioral Health.



**MASTER CITIES READINESS INITIATIVE INTERLOCAL AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CLARK COUNTY
M1900001**

THIS MASTER INTERLOCAL AGREEMENT ("Agreement") is by and between the Southern Nevada Health District ("Health District") and Clark County through the Clark County Fire Department ("County") (individually "Party" and collectively "Parties").

RECITALS

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") Chapter 439, Health District is the public health authority with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, County's mission is to facilitate and support the resources that will enable the County's Office of Emergency Management ("OEM") to mitigate, prepare for, respond to, and recover from emergencies; and

WHEREAS, NRS 277.180 authorizes one or more public agencies to contract with each other for the performance of any governmental services, activity or undertaking which the public agencies are authorized by law to perform; and

WHEREAS, the Cities Readiness Initiative ("CRI") as outlined by the Centers for Disease Control and Prevention and the Department of Homeland Security, is a federally funded program designed to enhance preparedness in large population centers to effectively respond to large public health emergencies with prophylactic medicines and medical supplies; and

WHEREAS, Health District will, within 48 hours of a public health emergency or catastrophic public health event, provide prophylactic treatment of residents and visitors in Clark County using the Strategic National Stockpile ("CRI Event") at Point of Dispensing locations pre-determined by Health District ("POD(s)"); and

WHEREAS, the County wishes to support the Health District during a CRI event by providing Non-Essential County Employees who receive pay in accordance with County's Pay Schedule C29 or lower ("NEE") to participate in training or exercise activities ("Training or Exercise Activities"), and to assist in dispensing oral medical countermeasures at public PODs (collectively, the "Services"); and

WHEREAS, Health District and the County 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; and

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

- 1) **PURPOSE.** When a CRI Event is activated by Health District's Chief Health Officer or Designee,

or the appropriate state or federal governmental official; it is imperative that the Health District have the ability to mobilize its public PODs efficiently and effectively to protect the health and safety of southern Nevada residents and visitors. The County's OEM support through the provision of NEE to supplement Health District's public POD staff during a CRI event will help ensure this outcome. The provision of NEE is subject to available personnel and at the County's sole discretion. Through training and mutual cooperation, the Parties will prepare for transparent mobilization and operation of public PODs during a CRI event (the "Program").

- 2) **TERM, TERMINATION, AND AMENDMENTS.** This Agreement shall be effective from date of the last signature affixed hereto through December 1, 2024, unless sooner terminated by either Party as set forth in this Agreement.
- 3) This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
 - 3.01 This Agreement may be terminated by either Party prior to the date set forth in this Section 2, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
 - 3.02 This Agreement is subject to the availability of funding and 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.
 - 3.03 Upon termination, County will be entitled to reimbursement for Services provided prior to the date of termination and for which County has submitted an invoice but has not been paid.
 - 3.04 This Agreement may only be amended, modified, or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 4) **INCORPORATED DOCUMENTS.** Consideration for the Services to be performed shall be specifically described in the attachments to this Agreement, which are hereby expressly incorporated by reference and attached hereto:

EXHIBIT A: SCOPE OF WORK AND PAYMENT
EXHIBIT B: MASTER INTERLOCAL AGREEMENT WORK ORDER
- 5) **COMPENSATION.** County OEM personnel shall complete the Services in a professional and timely manner consistent with the Scope of Work detailed in Exhibit A. County will be reimbursed for expenses incurred as provided in Exhibit A, Scope of Work and Payment. Reimbursement is contingent upon a fully executed Exhibit B, Master Interlocal Agreement Work Order ("Work Order") for each Training or Exercise Activities or CRI Event.
 - 5.01 Specifics of Health District's reimbursement to County, including the source of any federal funds, will be detailed in the Work Order in substantially the form attached hereto as Exhibit B. After full execution, each Work Order shall be expressly incorporated by reference into this Agreement. The first Work Order under this Agreement will be designated Exhibit B.1; subsequent Work Orders will be designated sequentially, e.g., Exhibit B.2.

6) **PROGRAM COORDINATORS.** The Health District's Public Health Preparedness Manager shall be the overall manager of this Agreement and single point-of contact for resolution of Agreement-related issues. County's Deputy Fire Chief/Emergency Manager shall be the single point of contact for County. The Parties' Coordinators will organize Training or Exercise Activities, and communicate logistics before, during and after a CRI Event.

7) **HEALTH DISTRICT RESPONSIBILITIES.**

Health District will:

- 7.01 Provide education to NEE who will function in key positions to dispense oral medications in Health District public PODs.
- 7.02 Provide an adequate supply of medication to NEE and their families prior to operations within a Health District public POD.
- 7.03 Provide information to OEM's Coordinator concerning the number of NEE required, and the locations to which they will be deployed.
- 7.04 Through its Coordinator, work out details of reimbursement to County for each Training or Exercise Activity, or CRI event, for the purpose of issuing a Work Order.
- 7.05 Provide each NEE with Personal Protective Equipment appropriate to the nature of the CRI event.
- 7.06 Provide appropriate direction and supervision to NEE while assigned to a Health District public POD.

8) **OEM RESPONSIBILITIES.**

OEM will:

- 8.01 Inform NEE about the existence of the Program.
- 8.02 Notify NEE of Program training opportunities.
- 8.03 Share pertinent information with NEE concerning deployment to PODs.
- 8.04 Inform NEE that Health District will neither provide nor subsidize NEE transportation to or from Training or Exercise Activities or public PODs.
- 8.05 Ensure the appropriate number of NEE report to their assigned PODs through confirmation of NEE arrival, and through replacement of absent NEE as necessary.

9) **STATUS OF PARTIES; INDEPENDENT CONTRACTOR.** 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. In the performance of such Services, County shall at all times be an independent contractor with respect to Health District. County NEE personnel are not employees or agents of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, joint employer, or other affiliation or like relationship between the Parties.

10) **FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS.** Health District may, at its discretion, conduct a fiscal monitoring of County at any time during the term of the Agreement. County through the Deputy Fire Chief over OEM will be notified in writing at least

three weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify County 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. County will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. Health District shall review disagreement issues, supporting documentation and files and forward a decision to County in writing.

11) AUDIT REQUIREMENTS WITH SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT.

11.01 County must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

11.02 If County is a local government or non-profit organization that expends \$750,000 or more in federal awards during its fiscal year, County is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.

11.03 If County expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").

11.04 County must send a copy of the confirmation from the Federal Audit Clearinghouse to contracts@snhd.org the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

11.05 County is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

11.06 Audit documentation and audit reports must be retained by the County's auditor for a minimum of five years from the date of issuance of the audit report, unless County's auditor is notified in writing by the Health District, the cognizant federal agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the Health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

12) 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 consistent with the period of time specified within its respective Record Retention Schedule, or at least five (5) years from the date of termination of this Agreement; whichever is longer. 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.

- 13) **MUTUAL COOPERATION.** The Parties agree to cooperate fully and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.

13.01 Each Party shall fully cooperate with the other and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

- 14) **INSURANCE.** Each Party will provide and maintain at its own expense a program of self-insurance or insurance in commercially reasonable amounts calculated to protect itself from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Agreement, whether these activities are performed by the Parties, or anyone directly or indirectly engaged or employed by the Parties.
- 15) **STATEMENT OF ELIGIBILITY.** Each Party acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither it nor any of its employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).
- 16) **CONFIDENTIALITY.** No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996, and as amended from time-to-time ("HIPAA"), or personally identifiable information will be shared with County during the course of this Agreement. Consistent with state and federal privacy laws, County will at all times have in place procedures to ensure the privacy and maintain the confidentiality of all participants.
- 17) **NOTICES.** All notices permitted or required under this Agreement shall be made by personal delivery, overnight courier, or registered or certified mail, return receipt requested to the other Party at its address as set out below:

Southern Nevada Health District
Legal Department
Contract Administrator
280 S Decatur Blvd.
Las Vegas, NV 89107

Clark County Fire Department
Office of Emergency Management
575 E. Flamingo Avenue.
Las Vegas, NV 89

18) **GENERAL PROVISIONS.**

- 18.01 **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.
- 18.02 **LIMITED LIABILITY.** The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of the Parties shall not be subject to punitive damages.
- 18.03 **INDEMNIFICATION.** Neither Party waives any right or defense to indemnification that may exist in law or equity.

- 18.04 **NON-DISCRIMINATION**. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, gender identity or expression, status as a disabled veteran, or veteran of the Vietnam era, disability or sexual orientation. The Parties agree they will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.
- 18.05 **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.
- 18.06 **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.
- 18.07 **PUBLIC RECORDS**. The Parties are public entities subject to Nevada's public records act pursuant to NRS Chapter 239. Accordingly, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
- 18.08 **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.
- 18.09 **ENTIRE AGREEMENT**. This Agreement constitutes the entire Agreement between the Parties and expressly supersedes any prior contracts or agreement between the Parties, or any previously asserted terms and conditions regarding the subject matter hereof.
- 18.10 **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. A signed copy delivered by facsimile, email, or other means of electronic transmission shall have the same force and effect as an original signed copy.
- 18.11 **GOVERNING LAW**. 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, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this contract.

BY SIGNING BELOW, the Parties agree that they have read, understood, and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

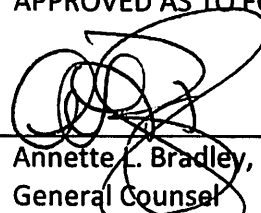
[SIGNATURES ON NEXT PAGE]

SOUTHERN NEVADA HEALTH DISTRICT

APPROVED AS TO FORM:

By: _____

John A. Shannon
Director of Administration



Annette L. Bradley, Esq.
General Counsel
Southern Nevada Health District

Date: _____

CLARK COUNTY

By: _____

Marilyn Kirkpatrick
Clark County Commissioner

Carolyn Campbell, Esq.
Deputy District Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK AND PAYMENT

A. Scope of Work.

County will, subject to available personnel:

A.1 Provide Non-Essential Clark County Employees ("NEE") to function in key positions to supplement Health District staff during a CRI Event. NEE will:

(a) assist in dispensing oral medications in Health District public PODs.

(b) participate in Program Training or Exercise Activities.

A.2 Inform NEE about the existence of the Program.

A.3 Notify NEE about Program training opportunities.

A.4 Track the number of NEE participating in the Program.

A.5 Provide a quarterly report to Health District concerning the number of Program participants available for deployment.

A.6 Provide prompt and clear deployment direction to NEE upon activation of a CRI Event concerning the location of the assigned public POD.

B. Payment.

B.1 CRI Event: Contingent upon a fully executed Work Order, Health District will reimburse County at an estimated hourly rate of up to \$63.86 for each NEE participating in Services relative to a specific CRI Event. The estimated hourly rate for a CRI Event is based on the regular straight time pay rate of the highest step in County's C29 pay schedule, which is currently \$43.47/hour, with an additional \$20.39 (46.9%) applied for fringe benefits.

(a) Prior to NEE mobilization in response to a CRI Event, County will present Health District with a report (the "CRI NEE Report") consisting of i) a list of proposed NEE with corresponding hourly rates inclusive of fringe ("NEE Regular Rate(s)"); and ii) estimated hours to be worked by each; and iii) the estimated subtotal for each NEE; and iv) the total estimated dollar amount to be reimbursed to County for the CRI Event.

(b) NEE Regular Rates will be calculated using the actual regular hourly rate of each NEE.

(c) Health District may remove any proposed NEE from CRI NEE Report at its sole discretion i) if the NEE Regular Rate exceeds \$63.86 due to cost of living increases, or ii) if the NEE Regular Rate exceeds \$63.86 due to provisions of a negotiated Clark County Labor Contract, or iii) for any other lawful reason.

(d) Upon Health District's approval of the CRI NEE Report, the Parties will execute a Work Order, which will expressly incorporate the finalized CRI NEE Report within.

B.2 Training or Exercise Activities: Contingent upon a fully executed Work Order and available grant funding, Health District will reimburse County at an estimated hourly rate of up to

\$65.20 for each NEE participating in Services relative to specific a Training Exercise. The estimated hourly rate for Training Exercises is based on the overtime pay rate of the highest step in County's C29 pay schedule, which is currently paid at a total rate of \$65.20/overtime hour. Straight time pay is not eligible for reimbursement under Health District's current federal grant funding.

- (a) Prior to a scheduled Training or Exercise Activity, County will present Health District with a report (the "Training or Exercise NEE Report") consisting of i) a list of proposed NEE with corresponding overtime hourly rates exclusive of fringe ("NEE Overtime Rate(s)"); and ii) estimated hours to be worked by each; and iii) the estimated subtotal for each NEE; and iv) the total estimated dollar amount to be reimbursed to County for the Training or Exercise Activity.**
 - (b) NEE Overtime Rates will reflect the actual overtime rate paid by County to each NEE.**
 - (c) Health District may remove any proposed NEE from Training or Exercise NEE Report at its sole discretion i) if the NEE Overtime Rate exceeds \$65.20 due to cost of living increases, or ii) if the NEE Overtime Rate exceeds \$63.86 due to provisions of a negotiated Clark County Labor Contract, or iii) for any other lawful reason.**
 - (d) Upon Health District's approval of the Training or Exercise NEE Report, the Parties will execute a Work Order, which will expressly incorporate the finalized Training or Exercise NEE Report within.**
- B.3 County must bill Health District for reimbursement within thirty (30) days of the conclusion of each CRI Event or Training or Exercise Activity.**
- B.4 Supporting documentation including but not limited to proof of payments or any other documentation requested by Health District is required and shall be maintained by County in accordance with cost principles applicable to this Agreement.**
- B.5 County invoices shall be signed by the County's official representative and shall include a statement certifying that the invoice is a true and accurate billing.**
- B.6 Health District shall not be liable for interest charges on late payments.**
- B.7 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.**

EXHIBIT B
MASTER INTERLOCAL AGREEMENT WORK ORDER

THIS MASTER INTERLOCAL AGREEMENT WORK ORDER ("Work Order") is made in reference to Master Interlocal Agreement M1900001, by and between the Southern Nevada Health District ("Health District") and Clark County through the Clark County Fire Department ("County") (individually "Party", collectively "Parties"), Effective Date _____, wherein, after receipt of a detailed invoice referencing this Work Order, Exhibit B. _____, Health District will reimburse County for Services pursuant to the following details:

A. Event Information.

A.1 Date of Event: _____

A.2 Nature of Event (Select one):

(a) Training or Exercise Activity ☐

(b) CRI Event ☐

A.3 Location (s) of Training Activities or POD(s): _____

A.4 Description: _____

A.5 Estimated number of Non-Essential Clark County Employee ("NEE") Participants: _____

A.6 Total estimated number of NEE hours: _____

A.7 Total estimated reimbursable amount: _____

(a) A Training or Exercise NEE Report approved by Health District is attached hereto, and expressly incorporated by reference herein ☐

(b) A CRI NEE Report approved by Health District is attached hereto, and expressly incorporated by reference herein ☐

B. Funding Information.

B.1 Federal funds used?

(a) No ☐

(b) Yes ☐

i) Awarding Agency Name: _____

ii) Federal Award Identification Number: _____

iii) CFDA Number: _____

iv) Program Title: _____

v) Date of Award: _____

vi) Date of Amendment (if any): _____

vii) Amount applied from this grant: _____

- C. This Work Order is effective as of the date of the last signature affixed hereto and will remain in effect until sixty days (60) days after final payment is made by Health District to OEM.
- D. Counterparts. This Work Order 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Order to be executed by their undersigned officials as duly authorized.

SOUTHERN NEVADA HEALTH DISTRICT

CLARK COUNTY

By: _____
Authorized Signature

Printed Name

Title: _____

Date: _____

By: _____
Authorized Signature

Printed Name

Title: _____

Date: _____