



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH

Date: 10-24-2019

RE: *Interlocal Agreement Birth and Death Certificates*

PETITION # 16-20

That the Southern Nevada District Board of Health approve the Interlocal Agreement between Clark County and SNHD Vital Records to purchase birth and death certificates.

PETITIONERS:

Susan Zannis, Vital Records Supervisor *SZ*
Michael Johnson, Director of Community Health *md*
Fermin Leguen, MD, MPH Acting Chief Health Officer *FL*

DISCUSSION:

SNHD Vital Records will provide birth and death certificates in support of welfare services for children either in the custody of COUNTY, or in an open child abuse investigation. Birth and Death certificates will be for the COUNTY's use in obtaining identification cards for children, for the purpose of registrations e.g., school registration, proof of age/identity, signing up of sports related events, and to obtain benefits while in the custody of the COUNTY.

NRS 432.038 Division and agency which provides child welfare services authorized to maintain account for purchase of records of vital statistics to perform work.

FUNDING:

No funds are required in approving the above requested action.

INTERLOCAL AGREEMENT FOR PURCHASE OF BIRTH AND DEATH CERTIFICATES

THIS INTERLOCAL AGREEMENT FOR PURCHASE OF BIRTH AND DEATH CERTIFICATES ("AGREEMENT") is entered into on this _____ day of _____, 2019 ("Effective Date") by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and the SOUTHERN NEVADA HEALTH DISTRICT, hereinafter referred to as "HEALTH DISTRICT".

WITNESSETH:

WHEREAS, NRS 277.180 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, HEALTH DISTRICT is the public health entity organized pursuant to Nevada Revised Statutes ("NRS"), Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, pursuant to NRS Chapter 440, HEALTH DISTRICT provides local administration services for all birth and death records in Clark County, Nevada; and

WHEREAS, COUNTY is the local child welfare services authority pursuant to NRS Chapter 423B; and

WHEREAS, in support of its provision of welfare services for children either in the custody of COUNTY, or in an open child abuse investigation, the COUNTY desires to obtain relevant Birth and Death Certificates ("CERTIFICATE(S)") from HEALTH DISTRICT.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

HEALTH DISTRICT shall provide CERTIFICATES for the COUNTY's use in obtaining identification cards for children who come into the COUNTY's custody or in an open child abuse investigation for the purpose of school related registration (e.g., school registration, proof of age/identity, signing up of sports related events), and to obtain benefits while in the custody for COUNTY.

RESPONSIBILITIES OF HEALTH DISTRICT

HEALTH DISTRICT Shall:

1. Provide CERTIFICATE to COUNTY within three (3) business days from date of upload of a certificate order form;
2. Assign HEALTH DISTRICT contact person(s) who will be responsible for coordinating the proper communication between HEALTH DISTRICT and COUNTY;

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3. Notify COUNTY through its designated distribution e-mail: DFSBirth-DeathCertRequestDL@ClarkCountyNV.gov when CERTIFICATE is ready for pick-up; and
4. Invoice COUNTY on a monthly basis for the requested CERTIFICATES to include:
 - a) Name
 - b) Date of Birth/Death

RESPONSIBILITIES OF COUNTY

COUNTY Shall:

1. Place requests through the HEALTH DISTRICT Agency request link <https://www.southernnevadahealthdistrict.org/programs/vital-records/birth-or-death-certificate-application-for-agency/> and upload a certificate order form for all CERTIFICATE requests;
2. Submit Purchase Order documents to HEALTH DISTRICT pursuant to ARTICLE III below.
3. Designate COUNTY staff responsible for picking-up CERTIFICATE in person; and
4. Pay invoice in accordance with ARTICLE III below.

ARTICLE II: TERM OF AGREEMENT

Commencing from the Effective Date of AGREEMENT, the term shall be for one (1) year unless sooner terminated by either Party as set forth in AGREEMENT. This AGREEMENT may be extended by up to four (4) additional one-year periods upon written agreement by the Parties. Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving thirty (30) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the then-current fiscal year. Termination due to the failure of COUNTY or HEALTH DISTRICT to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay HEALTH DISTRICT an estimated amount not to exceed \$50,000 from Effective Date through June 30, 2020. Future amounts for subsequent years will be based on approved budget appropriations. COUNTY shall be billed for CERTIFICATES as follows:

Type	First Purchase Price	Additional Copy Price
Birth Certificate	\$33.00*	\$20.00*
Death Certificate	\$37.00*	\$24.00*

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* Future CERTIFICATE prices are based on the fees established by NRS 440.700 and approved by the District Board of Health. Future prices will fluctuate as the rates approved by the District Board are established.

If COUNTY rejects an invoice as incomplete, HEALTH DISTRICT will be notified within thirty (30) calendar days of receipt and HEALTH DISTRICT will have thirty (30) calendar days to correct the invoice and resubmit.

Upon execution of AGREEMENT, COUNTY may issue a Purchase Order document to HEALTH DISTRICT referencing AGREEMENT number C2000050 to cover anticipated CERTIFICATE purchases, and CERTIFICATE purchases made under this AGREEMENT may ultimately correspond with the COUNTY Purchase Order document. HEALTH DISTRICT will invoice COUNTY in accordance with this AGREEMENT, and if applicable, the billing details included in the COUNTY Purchase Order document.

HEALTH DISTRICT must notify COUNTY in writing of any changes to HEALTH DISTRICT remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) calendar days for the change to be processed by COUNTY.

COUNTY agrees to pay invoices within thirty (30) calendar days of receipt. COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with NRS 354.626, the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

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ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and HEALTH DISTRICT relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

AGREEMENT is entered into to secure the services of HEALTH DISTRICT. Accordingly, neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties, and executed with the same formality as attending this original.

ARTICLE VII: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties, and executed with the same formality as attending this original.

ARTICLE VIII: NOTICES

Any notice 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 United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY: Attention: Administrator of Human Services
 Department of Family Services
 121 South Martin Luther King Boulevard
 Las Vegas, NV 89106

To HEALTH DISTRICT: Attention: Contract Administrator, Legal Department
 Southern Nevada Health District
 280 S. Decatur Blvd.
 Las Vegas, NV 89107

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ARTICLE IX: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

ARTICLE X: GENERAL PROVISIONS

1. **Mutual Cooperation.** The Parties shall fully cooperate with one another, 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.
2. **Indemnification.** The Parties do not waive any right or defense to indemnification that may exist in law or equity.
3. **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.
4. **Statement of Eligibility.** Each Party acknowledges to the best of its respective 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).
5. **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.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

HEALTH DISTRICT
SOUTHERN NEVADA HEALTH DISTRICT

COUNTY
COUNTY OF CLARK:

BY: _____
Fermin Leguen, MD, MPH
Interim Chief Health Officer


BY: _____
MARILYN KIRKPATRICK, CHAIR
Clark County Commissioners

ATTEST

BY: _____
LYNN MARIE GOYA
County Clerk

Approved as to form:

Approved as to form:
Steven Wolfson, District Attorney

BY:  _____
HEATHER ANDERSON-FINTAK, ESQ
Associate General Counsel
Southern Nevada Health District

BY: _____
ELIZABETH A. VIBERT
Deputy District Attorney