

**City of Carson City
Agenda Report**

Date Submitted: 10/8/10

Agenda Date Requested: 10/21/10

Time Requested: Consent

To: Carson City Board of Supervisors

From: Health and Human Services Department (Marena Works)

Subject Title: Action to adopt a resolution approving an Interlocal Agreement with the Nevada Department of Health and Human Services in the amount of \$66,401.83 to improve immunization coverage among preschool children enrolled in licensed childcare facilities in Carson City, Lyon and Douglas Counties.

Staff Summary: This Interlocal Agreement will be used to conduct surveys in preschool children enrolled in licensed childcare facilities in Carson City, Lyon, and Douglas County.

Type of Action Requested: (check one)
☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to adopt Resolution No. ____, a resolution approving an Interlocal Agreement with the Nevada Department of Health and Human Services in the amount of \$66,401.83 to improve immunization coverage among preschool children enrolled in licensed childcare facilities in Carson City, Lyon and Douglas Counties.

Explanation for Recommended Board Action: This Interlocal Agreement will be used to conduct surveys in preschool children enrolled in licensed childcare facilities in Carson City, Lyon, and Douglas County.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: ,

Explanation of Impact: Expenses will be reimbursed under this interlocal agreement

Funding Source: State funding, no match required

Alternatives: Do Not Approve

Supporting Material: Interlocal Agreement

Prepared By: Marena Works

Reviewed By: *Margaret [Signature]*
(Department Head)
[Signature]
(City Manager)
[Signature]
(District Attorney)
[Signature]
(Finance Director)

Date: 10/12/10
Date: 10/12/10
Date: 10/12/10
Date: 10/12/10

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION OF THE CARSON CITY BOARD OF SUPERVISORS PROVIDING FOR CARSON CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES TO PERFORM ACTIVITIES DEEMED EFFECTIVE IN IMPROVING IMMUNIZATION COVERAGE AMONG PRESCHOOL CHILDREN ENROLLED IN LICENSED CHILDCARE FACILITIES AND OTHER MATTERS PROPERLY RELATED.

WHEREAS, pursuant to NRS 277.045, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Carson City is a political subdivision of the State of Nevada and the Nevada Department of Health and Human Services is an agency of the State of Nevada;

WHEREAS, NRS 277.045 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

WHEREAS, NRS 277.045 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the parties to the Interlocal Contract, to perform activities deemed effective in improving immunization coverage among preschool children enrolled in licensed childcare facilities, desire to adopt and approve such contract as required by NRS 277.045. A copy of the Interlocal Contract is attached to this Resolution as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Contract to perform activities deemed effective in improving immunization coverage among preschool children enrolled in licensed childcare facilities, is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract to perform activities deemed effective in improving immunization coverage among preschool children enrolled in licensed childcare facilities, shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to Nevada Department of Health and Human Services.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this _____ day of _____, 2010 by the following vote.

VOTE:

AYES:

NAYS:

ABSENT:

ABTAIN:

Robert Crowell, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

**INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES
FOR USE BETWEEN AGENCIES WITHIN NEVADA**

A Contract Between the State of Nevada
Acting By and Through Its

Nevada State Health Division
Bureau of Child, Family & Community Wellness
Immunization Program
4150 Technology Way, Suite 300
Carson City, NV 89706-2009
Phone: 775-684-4200 Fax: 775-684-4211

And

Carson City Health and Human Services
900 E Long Street
Carson City, NV 89706
Phone: 775-887-2190 Fax: 775-887-2248

WHEREAS, NRS 277.180 authorizes any one or more 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, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective January 1, 2011 to December 31, 2011 , unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK

ATTACHMENT BB: HEALTH DIVISION ASSURANCES

7. CONSIDERATION. Carson City Health and Human Services agrees to provide the services set forth in paragraph (6) at a cost of \$66,401.83 with the total Contract or installments payable: \$5,533.48 per month, not exceeding \$66,401.83 for the term of the contract. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of 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, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will 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.

12. 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.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract 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.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract 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.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. 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.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. 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 paragraph (6).

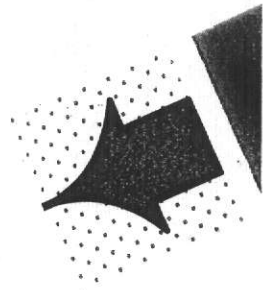
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

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



_____ Signature: Robert Crowell	_____ Date	_____ Mayor, Carson City Title
_____ Signature: Molly Walt	_____ Date	_____ Supervisor, Carson City Title
_____ Signature: Shelly Aldean	_____ Date	_____ Supervisor, Carson City Title
_____ Signature: Robin Williamson	_____ Date	_____ Supervisor, Carson City Title
_____ Signature: Pete Livermore	_____ Date	_____ Supervisor, Carson City Title
_____ Signature:	_____ Date	_____ District Attorney Title



Signature: Marena Works Date

Carson City Health & Human Services
Title

Signature: Richard Whitely, MS Date

Administrator, State Health Division
Title

Signature: Michael J. Willden Date

Director, Department of Health and Human Services
Title

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On _____
Date

**INTERLOCAL CONTRACT
BETWEEN: NEVADA STATE HEALTH DIVISION
AND
Carson City Health and Human Services**

ATTACHMENT AA: SCOPE OF WORK

The intent of this contract is to perform activities deemed effective in improving immunization coverage among pre-school children enrolled in licensed childcare facilities in Carson City, Lyon and Douglas Counties. The goal is to achieve a 90% appropriate vaccination level, as determined by ACIP recommendations, among 75% of the childcare facilities by December 31, 2011.

The activities addressed in this contract are required under the federal Immunizations and Vaccines for Children Grant, CFDA 93.268, administered by the Centers for Disease Control and Prevention, and identified within the Immunization Program Operations Manual (IPOM) dated June 11, 2010.

Carson City Health and Human Services, hereinafter referred to as Contractor, agrees to provide the following services and reports according to the identified timeframes:

A. POPULATION ASSESSMENT

1. By February 28, 2011, Contractor will identify a baseline immunization level for children enrolled in licensed childcare facilities in Carson City, Douglas and Lyon Counties. Activities will include
 - a. Develop and implement an immunization survey methodology consistent with the "Instructions for Data Collection and Reporting" as noted in chapter 10 of the Immunization Operations Manual (IPOM) dated June 11, 2010.

B. EDUCATION

1. By March 31, 2011, Contractor will implement an immunization educational curriculum targeting childcare operators and workers to include:
 - a. Vaccine preventable diseases;
 - b. Immunization record reading;
 - c. ACIP recommended immunization schedule;
 - d. Use of the statewide immunization registry (WebIZ)
2. By March 31, 2011, Contractor will develop information packets outlining the importance of up to date vaccinations including annual influenza vaccination. Information packets will be distributed to parents of pre-school aged children.

C. VACCINATION

1. By May 31, 2011, Contractor will begin providing immunization clinics at licensed childcare facilities to bring up to date the vaccination levels of children who are lacking in ACIP recommended vaccines and provide medical home resource referrals as needed.

D. RE-ASSESSMENT

1. By November 30, 2011, Contractor will complete a re-assessment of vaccination coverage levels among children enrolled in licensed childcare facilities utilizing the immunization survey methodology developed and implemented per section A.1 of the Scope of Work.

C. REPORTING

1. By March 15, 2011, present to the Immunization Program the baseline immunization coverage level as noted in section A.1 of the Scope of Work.
2. By April 15, 2011, present to the Immunization Program the educational curriculum and associated materials as noted in Sections B.1 and B.2 of the Scope of Work.
3. By the fifteenth (15th) day of each month, beginning with July 15, 2011, provide a report of immunization clinics conducted at licensed childcare facilities during the prior month. This report should include, but is not limited to, the following information:
 - a. List of participating childcare facilities;
 - b. Date, time, and duration of each clinic;
 - c. Number of children brought up to date for age appropriate vaccination levels;
 - d. Number of medical home referrals provided;
 - e. Number of refusals to participate.
3. By December 31, 2011, submit a report to the Immunization Program detailing final outcomes. This narrative report should include:
 - a. Original baseline immunization level;
 - b. Immunization level at re-assessment;
 - c. Identification of successful and unsuccessful practices;
 - d. Identification of barriers;
 - e. Recommendations for improving or maintaining the project.

Contractor agrees to adhere to the following budget:

1. Personnel	\$	60,951.83	1.0 FTE Health Resource Analyst @ \$44,699.20 + \$16,252.63 fringe
2. Travel	\$	1,250.00	Local mileage @ \$0.50/mile
3. Supplies	\$	\$4,200.00	Office, parent information, and survey instrument supplies
Total Cost	\$	66,401.83	

- Contractor may make categorical adjustments up to 25% of the total approved budget without prior written approval from the Health Division. Written notification of categorical adjustments must be provided to the Health Division Immunization Program.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/subgrantees to the same rates and procedures allowed State Employees (State Administrative Manual 0320.0).

Contractor agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the contract period.

- Not later than the fifteenth (15th) day of each month for the prior month's actual expenses.
- Contractor will provide a detailed report of travel expenses incurred including:
 - a. Receipts for parking expenses charged;
 - b. Receipts for lodging expenses charged;

- c. Report of mileage and per diem rates charged.
- The maximum available through this contract is \$66,401.83.

Additionally, the Contractor agrees to provide:

- A complete financial accounting of all expenditures to the Health Division within 30 days of the CLOSE OF THE CONTRACT PERIOD. Any unobligated funds shall be returned to the Health Division at that time, or if not already requested, shall be deducted from the final award.

The Nevada State Health Division agrees:

- Maintain the immunization registry (WebIZ) for Contractor's use in performing vaccination level assessments.
- Provide technical assistance as it relates to the Scope of Work.
- Process reimbursement of expenses incurred in the performance of the Scope of Work within ten (10) business days of receipt of properly submitted and documented reimbursement requests.
- The Health Division reserves the right to hold reimbursement under this contract until any delinquent forms and reports are submitted and accepted by the Health Division.

Both parties agree:

The Contractor will, in the performance of the Scope of Work specified in this contract, perform functions and/or activities that involve the use and/or disclosure of Protected Health Information (PHI); therefore, the Contractor is considered a Business Associate of the Health Division.

- Both parties acknowledge a Business Associate Agreement is currently on file with the Nevada State Health Division's Administration Office.

Funding for this contract is supported through the federal Immunizations and Vaccines for Children Grant, CFDA 93.268, administered by the Centers for Disease Control and Prevention, and is subject to the availability of adequate funding from that source.

INTERLOCAL CONTRACT
ATTACHMENT BB: HEALTH DIVISION ASSURANCES

As a condition of receiving funds from the Nevada State Health Division, the Contractor agrees to the following conditions:

1. Contractor agrees funds may not be used for other than the awarded purpose. In the event Contractor expenditures do not comply with this condition, that portion not in compliance must be refunded to the Health Division.
2. Contractor agrees to submit reimbursement requests for only expenditures approved in the spending plan. Any additional expenditures beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Health Division, may result in denial of reimbursement.
3. Contractor acknowledges that contracts are awarded on a cost reimbursement basis for costs incurred during the contract period. Requests for advances must be submitted in writing to the Health Division and will be considered on an individual basis.
4. Approval of budget by the Health Division constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work the transfer of funds between budget categories without written prior approval from the Health Division, in the form of a Contract Amendment, is not allowed under the terms of this agreement. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
5. Contractor agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Contractor certifies, by signing this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every sub-grantee receiving any payment in whole or in part from federal funds.
8. Contractor agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this contract. The Health Division reserves the right to disqualify any contractor on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
9. Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the contract includes functions or activities that involve the use or disclosure of Protected Health Information, the Contractor agrees to enter into a Business Associate Agreement with the Health Division, as required by 45 C.F.R 164.504 (e).

10. Contract accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this agreement. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the contract-related activities. Contractors are required to maintain contract-related accounting records, identifiable by contract number. Such records shall be maintained in accordance with the following:
 - a) Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer of the Health Division. Records may be destroyed by the Contractor five (5) calendar years after the final financial and narrative reports have been submitted to the Health Division.
 - b) In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual contracts.
11. Health Division contracts are subject to inspection and audit by representatives of the Health Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to
 - a) verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b) ascertain whether policies, plans and procedures are being followed;
 - c) provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d) determine reliability of financial aspects of the conduct of the project.

Any audit of Contractor's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of contract funds. It is the policy of the Health Division (as well as a federal requirement as specified in the Office of Management and Budget (OMB) Circular A-133 [Revised June 27, 2003]) that each contractor annually expending \$500,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA STATE HEALTH DIVISION, ATTN: ADMINISTRATIVE SERVICES OFFICER IV, 4150 TECHNOLOGY WAY, SUITE 300, CARSON CITY, NEVADA 89706-2009, within nine (9) months of the close of the Contractor's fiscal year.

NSHD: 04-04-06