

**City of Carson City
Agenda Report**

Date Submitted: January 20, 2012

Agenda Date Requested: February 2, 2012

Time Requested: Consent

To: Carson City Board of Supervisors

From: Health & Human Services Department (Marena Works)

Subject Title: For Possible Action: Action to accept an Interlocal Agreement between the Nevada State Health Division (NSHD) and Carson City Health and Human Services (CCHHS) for the transfer of ownership of the current family planning medical records from the NSHD Community Health Nursing clinic in Douglas County, Nevada to the CCHHS Community Health Clinic in Douglas County.

Staff Summary: On January 16, 2012, Carson City entered into an agreement with Douglas County for CCHHS to provide public health nursing services at the Douglas County clinic. The transfer of files will aid in providing uninterrupted care to the clients of the clinic.

Type of Action Requested:

(check one)

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other (Specify) Information Only

Does This Action Require A Business Impact Statement:

☐ Yes ☒ No

Recommended Board Action: I move to accept an Interlocal Agreement between the Nevada State Health Division (NSHD) and Carson City Health and Human Services (CCHHS) for the transfer of ownership of the current family planning medical records from the NSHD Community Health Nursing clinic in Douglas County, Nevada to the CCHHS Community Health Clinic in Douglas County.

Explanation for Recommended Board Action: To provide for uninterrupted care to the patients of the Douglas County clinic.

Applicable Statute, Code, Policy, Rule or Regulation: 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.

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source:

Alternatives:

Supporting Material: Interlocal agreement.

Prepared By: Marena Works, MSN, MPH, APN

Reviewed By:


(Department Head)

Date: 1/24/12


(City Manager)

Date: 1/24/12


(District Attorney)

Date: 1/24/12


(Finance Director)

Date: 1/24/12

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its
The Nevada State Health Division,
4150 Technology Way
Carson City, Nevada 89706-2009

And

Carson City Health and Human Services,
1538 Hwy. 395 North
Gardnerville, Nevada

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 of Carson City Health and Human Services, hereinafter set forth are both necessary to The Nevada State Health Division 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 upon approval to December 31, 2199, 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 federal and/or State Legislature 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

7. **CONSIDERATION.** Carson City Health and Human Services agrees to provide the services set forth in paragraph (6) at no cost, not exceeding ZERO Dollars. Any intervening end to a 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 State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal 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 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 a minimum 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. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

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. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

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 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 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 L. Crowell

Date

Mayor, Carson City
Title

Signature: Richard Whitley, MS

Date

Administrator, Nevada State Health Division
Title

Approved as to form by:

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

ATTACHMENT AA
Scope of Work
Interlocal Agreement
Between
The Nevada State Health Division, 4150 Technology Way, Carson City, Nevada
And
Carson City Health and Human Services, 1538 Hwy. 395 North, Gardnerville, Nevada

1. Purpose:

The purpose of this Interlocal Agreement is to transfer ownership of the current family planning medical records from the NSHD Community Health Nursing clinic in Douglas County, Nevada, to the CCHHS Community Health Clinic in Douglas County.

2. NSHD Responsibilities:

- a. All current family planning medical records will be complete and include laboratory results and any other applicable test results received in-house at the time of the transfer.
- b. Laboratory and/or other test results received after the date of transfer will be provided to CCHHS within 2 weeks of receipt.
- c. NSHD employees or contractors involved in transferring records will use appropriate safeguards to prevent use or disclosure of protected health information.
- d. NSHD will notify existing clients of the change of providers and location by written notices posted at the Spruce Street address as well as phone referrals to CCHHS to provide for continuity of care.
- e. NSHD will engage in cooperative communication with CCHHS to resolve any client questions during this transition.

3. CCHHS Responsibilities:

- a. CCHHS shall take physical possession of all family medical records from the NSHD Community Health Nursing clinic in Douglas County, Nevada, including laboratory results and any other applicable test results received in-house at the time of the transfer.
- b. CCHHS will provide contact information to NSHD for receipt of laboratory and/or other test results received after the date of transfer.
- c. CCHHS employees or contractors involved in transferring records will use appropriate safeguards to prevent use or disclosure of protected health information.
- d. CCHHS will provide access to the family planning medical records to NSHD, if needed for purposes consistent with HIPAA.
- e. CCHHS will engage in cooperative communication with NSHD to resolve any client questions during this transition.