

CETS# 24152	BA 3224
REF# C 17778	CAT: 19 GL 4101

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its
Department of Health and Human Services
Division of Public and Behavioral Health

Public Entity #1:	Community Health Services Program
Address:	727 Fairview Drive, Suite A
City, State, Zip Code:	Carson City, NV 89701
Contact:	Jamie Kitchens
Phone:	775-684-5032
Fax:	775-684-1181
Email:	jkitchens@health.nv.gov

Public Entity #2:	Lyon County
Address:	27 S. Main Street
City, State, Zip Code:	Yerington, NV 89447
Contact:	Shayla Holmes
Phone:	775-463-6531
Email:	sholmes@lyon-county.org

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**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.

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TERM	DEFINITION
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	July 1, 2021	To:	June 30, 2023
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, 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 communications, including notices, required, or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below based on final legislature approval:

\$ 165,986.40	per	State Fiscal Year
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Total Contract or installments payable at:	\$ 13,832.20 per month
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Total Contract Not to Exceed:	\$ 341,972.80
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Infectious diseases or outbreaks which occur in the County will be billed at actual cost per occurrence for the term of the contract estimated to be \$10,000 for the contract period. 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 result of legislative appropriation may require.

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8. **ASSENT.** The parties agree that the terms and conditions listed in the 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 document 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 not exceed \$150.00 per hour.
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, acts of public enemy, acts of terrorism, 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.

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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 constructed 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 non-enforceability 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. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations, and executive orders, including, without limitation the following:
 - A. The parties certify, 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 Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, 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

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because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

- D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 22. **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 *Section 6, Incorporated Documents*.
- 23. **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 exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
- 24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as 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.

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ATTACHMENT A: SCOPE OF WORK

Contract #: C17778

Description of services, deliverables, and reimbursement

The Division of Public and Behavioral Health, hereinafter referred to as DPBH, recognizes the benefit of collaborating partnerships with public and private agencies to improve the quality of life, quality of health, and the delivery of social services in rural and frontier counties. As a collaborating partner with Lyon County, hereinafter referred to as the County, DPBH supports the provision of public health services to meet the health needs of rural and frontier communities. Community Health Services hereinafter referred to as CHS, will work in collaboration with the County to manage infectious diseases (NRS 439, 439.350, 439.360, and 441A).

1. CHS agrees to the following:
 - 1.1 CHS will assess a partial cost for the provision of public health services, provided in accordance with NRS 439 and 441A, to and within the County (NRS 439.4905).
 - 1.2 This contractual agreement **does not** include the following public health services:
 - 1.2.1 NRS 444 – Sanitation,
 - 1.2.2 NRS 446 – Food Establishments, and
 - 1.2.3 NRS 583 – Meat, Fish, Produce, Poultry and Eggs.
 - 1.3 CHS will make efforts to reduce the assessed cost of mandatory public health services provided to and within the County through the acquisition of grants, and sub-grants. CHS does not guarantee the continued cost offset of any grants or sub-grants.
 - 1.4 CHS will provide for the payment of all salary and fringe benefits to support rural epidemiology, public health emergency preparedness, and the Community Health Nursing (CHN) program as funding is available.
 - 1.5 CHS will provide a contact person for all matters relating to this contract.
 - 1.6 CHS will provide management and clinical supervision; oversee billings, accounts receivables, medication, and supply inventory; and ensure federal, state, and grant regulatory compliance.
 - 1.7 CHS will follow Health Insurance Portability and Accountability Act (HIPAA) laws and regulations.
 - 1.8 **Invoice and Updates**
 - 1.8.1 CHS will provide monthly invoices.
 - 1.8.2 CHS will provide quarterly reports to include revenues collected, and services provided to the County for public health services.
 - 1.8.3 CHS will provide annual written updates to the County for public and behavioral health services provided.
 - 1.8.4 CHS will meet annually face-to-face with the County for updates on public and behavioral health services. Updates may be at county commissioner meetings, county board of health meetings, or any venue requested by the County.

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1.9 Mandatory Public Health Services

1.9.1 Public Health Preparedness (PHP): CHS will provide the following public health preparedness services (NRS 439 and 441A).

1.9.1.1 Management of Infectious Diseases

1.9.1.2 Epidemiology: CHS will:

1.9.1.2.1 Provide syndromic reporting and surveillance to monitor infectious diseases (NRS 441A.125).

1.9.1.2.2 Report, investigate, and conduct contact tracing for occurrences of infectious diseases (NRS 441A.150 and 441A.160/163/165/166/167/169).

1.9.1.2.3 Submit weekly reports, in the case of infectious diseases, to the Chief Medical Officer (441A.170).

1.9.1.2.4 Notify the principal, director, or other person in charge of the school, childcare facility, medical facility, or correctional facility to prevent the spread of the disease (441A.190).

1.9.1.1 **Vaccine Clinics:** CHS will provide vaccine clinics as necessary for outbreaks of infectious diseases.

1.9.1.2 Rabies Virus for human exposure:

1.9.1.2.1 CHS will assist Animal Control and the County Health Officer with the appropriate intervention and coordination of treatment.

1.9.1.2.2 CHS will not inoculate, quarantine, impound, or euthanize animals.

1.9.1.2.3 CHS will not provide prophylaxis care to post rabies exposure.

1.9.1.3 **Sexually Transmitted Infections (STI):** CHS will work collaboratively with the County to control, prevent, and treat sexually transmitted infections (NRS 441A.240).

CHS will:

1.9.1.3.1 Provide testing and treatment of cases and contacts of STIs on behalf of the County as required by NRS 441A.120.

1.9.1.3.2 Provide testing, screening, and treatment of sexually transmitted infections (STIs) on behalf of the county to meet the County's requirement under NRS 441A.120.

1.9.1.3.3 In the event of an STI outbreak, CHS will provide the County an itemized invoice documenting the testing, screening, and treatment of STIs for clients. Itemized information will include billing number, date of service, CPT and ICD-10 codes, full cost, any applied client payments, and the total amount invoiced.

1.9.1.4 **Tuberculosis:** CHS will work collaboratively with the County to control, prevent, and treat tuberculosis (NRS 441A.340).

CHS will:

1.9.1.4.1 Take measures to test, screen, and control, prevent the spread of, and ensure the treatment of infectious tuberculosis.

1.9.1.4.2 Conduct interviews and contact tracing (441A.120).

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- 1.9.1.4.3 Coordinate care and treatment for persons with latent tuberculosis infections.
- 1.9.1.4.4 Provide and/or ensure direct and/or remote observation therapy for persons with active tuberculosis infections.
- 1.9.1.4.5 Provide the testing, screening, and treatment of tuberculosis (TB) on behalf of the County to meet the county's requirement under NRS 441A.120.
- 1.9.1.4.6 In the event of a Tuberculosis outbreak, CHS will provide to the County itemized invoices documenting the testing, screening, and treatment of TB for clients. Itemized information will include billing number, date of service, CPT and ICD-10 codes, full cost, any applied client payments, and the total amount invoiced.
- 1.9.1.5 Isolation and/or Quarantine: CHS will not isolate and/or quarantine people with infectious diseases (NRS 439.360).
- 1.9.1.6 Public Health Emergency Preparedness: CHS will support public health emergencies through collaboration with County Health Officers, and Local Emergency Planning Committee (LEPC) (NRS 439.950 thru 439.983).
 - 1.9.1.6.1 CHS will participate in emergency management meetings, drills, and related events.
- 1.10 **Community Health Nursing (CHN):** CHS will provide:
 - 1.10.1 A .25 Full Time Equivalent (10 hours per week) registered nurse in the Dayton, Fernley and Yerington Clinic locations.
 - 1.10.2 If the nursing position becomes vacant, CHS will make every attempt to provide a temporary registered nurse until the position is filled.
 - 1.10.2.1 Clinical supervision and collaboration.
 - 1.10.2.1 Maintain client records; and
 - 1.10.3 Nursing Services: Nursing Services shall include the following:
 - 1.10.3.1 Promote the public health of the citizens of the County.
 - 1.10.3.2 Provide public health education and counseling services for the individual and the community related to infectious diseases.
 - 1.10.3.3 Work collaboratively with county school district, board of health, and community partners on public health matters.
 - 1.10.4 **Clerical Staff:** CHS will provide .25 Full Time Equivalent (10 hours per week) staff to perform a broad range of clerical, secretarial, and administrative duties in an assigned clinic in support of mandated infectious disease activities.
 - 1.10.4.1 Duties include but are not limited to: Coordinating care and arranging appointments, billing and fee collection, the collection of programs required documentation, the assessment of household income, insurance and qualifying clients for the appropriate application of regulated fee schedules.
 - 1.10.4.2 Deposits, fee collection at the point of service and daily maintenance of electronic records.
 - 1.10.4.3 Maintaining file records, composing, and editing correspondence.
 - 1.10.4.4 Data entry, office management; answering telephones and relaying information; reception; duplicating and distributing materials.
 - 1.10.4.5 Ordering and stocking supplies and equipment; receiving, sorting, and delivering mail; reviewing and processing applications, forms, and other documents.

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- 1.10.4.6 Operating office equipment such as copiers, personal computers, calculators, facsimile machines, printers, and other equipment; and performing related duties as assigned.
- 1.10.4.7 CHS will provide administrative supervision and training to clerical staff. CHS will be responsible for all aspects of personnel activities, such as, but not limited to hiring, employee conduct, attendance and leave, discipline and corrective action, and employee performance appraisals.
- 1.11 **Equipment and Supplies:** CHS will provide telephones, computers, office equipment and supplies, and vehicles.
- 1.12 **Travel:** CHS will cover the cost of travel by CHS employees and County employees to meet DPBH/CHS operational needs.
- 2. The County agrees to the following for the duration of the contract period:
 - 2.1. The County will follow Health Insurance Portability and Accountability Act (HIPAA) laws and regulations.
 - 2.2. The County will provide suitable office space, mutually acceptable to the County and to the State, for the performance of community health nursing services, laboratory functions (to include a sink), storage of files and records, and related administrative functions.
 - 2.2.1. Space must include, at a minimum, lighting sufficient to perform general office duties with heating and cooling as appropriate for climate and time of year.
 - 2.2.2. Any space provided must meet all applicable Federal, State and County statutes, regulations, and ordinances. The space will meet all American with Disabilities Act (ADA) requirements. Once suitable space has been established, it may be changed only upon 30 days prior written notice to the DPBH, unless otherwise agreed to by both parties. Any subsequent space must meet the terms of this paragraph.
 - 2.2.3. Any space provided must meet all applicable State and County fire and safety regulations. Services will include weather related functions (for example: prompt removal of snow from parking lots and sidewalks). A minimum of one (1) State and County approved fire extinguisher must be installed, and an evacuation map posted in the office/clinic facility.
 - 2.2.4. In order to provide integrated health care services, clinic space may be utilized for the provision of public and behavioral health services by State employees, DPBH/CHS contract employees, and private providers.
 - 2.3. The cost of travel by CHS employees and County employees to meet County operational needs will be the responsibility of the County.
 - 2.4. The County will coordinate the disposal of hazardous medical waste in accordance with Federal, State, and local definitions and guidelines.
 - 2.5. The County will provide DPBH, prior to the start of the contract and annually thereafter, on or before July 1st of each year, evidence of liability insurance on each facility to be used as office space for the performance of services by the community health nurse. The contractor also agrees to include the State as an additional insured on each such liability policy.

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2.6. The County will seek and obtain funding to cover the actual costs of public health services for subsequent years (NRS 439.4905).

2.7. Outbreaks, Epidemics and Pandemics:

2.7.1. The County will provide payment upon receipt of an itemized invoice for services provided during outbreaks, epidemics and pandemics as declared by State Health Officer.

2.7.2. The County will pay for the testing, screening, and treatment of infectious diseases as the costs are incurred by the State.

2.7.2.1. Billable costs associated to the testing, screening and treatment of infectious diseases are not included in the County's assessed contract rate.

2.7.2.2. Billable costs include, but not limited to, all costs of providing services for the testing, screening, and treatment of tuberculosis TB and STIs for self-pay Community Health Nursing (CHN) clients.

2.7.2.3. Billable costs include, but not limited to travel, lab testing, medical supplies, and pharmaceuticals.

2.7.3. The County will seek and obtain funding to cover the actual costs of these services for subsequent years.

2.7.4. The County may request infectious disease reports when readily available.

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Lyon County		Base Contract Assessed Cost			
SFY 2022-2023					
	Dayton	Fernley	Silver Springs 3% CHN/AA	Yerington	
Salaries and Benefits					
Community Health Nurse II - .25 FTE	\$30,118.00	\$30,118.00	\$0.00	\$30,118.00	
Administrative Assistant I- .25 FTE	\$16,072.00	\$16,072.00	\$0.00	\$16,072.00	
Advanced Practice Registered Nurse- .05 FTE 2 hours availability per week/12 clinics	\$500.00	\$500.00	\$0.00	\$500.00	
Carson City Team- 8% Total Salaries/ 6 Admin Staff					
Carson City Team (Community Health Nurse 3, Health Program Manger 2, Management Analyst 2, Administrative Assistant 4, Accounting Assistant 2, & Administrative Assistant 2)	\$3,816.00	\$3,816.00	\$0.00	\$3,816.00	
Operating Costs - 25%					
Operating Expenses (Cell phones, email, copiers, phone, fax)	\$494.48	\$1,847.63	\$0.00	\$1,861.28	
Updated Internet / Highspeed Service	\$0.00	\$186.00	\$0.00	\$1,215.00	
Travel -38%					
Motor Pool	\$1,439.08	\$2,242.66	\$0.00	\$1,474.33	
Other Travel	\$48.49	\$179.26	\$0.00	\$480.19	
Total Assessed Clinic Costs	\$52,488.05	\$54,961.55	\$0.00	\$55,536.80	
Contractual					
Electronic Health Record System	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	
Total Assessed County Costs	\$165,986.40				