

RESOLUTION NO. 2013-R-7

A RESOLUTION ADOPTING AND APPROVING AN INTER-LOCAL AGREEMENT BETWEEN THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA RENO, ORVIS SCHOOL OF NURSING AND CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA ON BEHALF OF THE CARSON CITY HEALTH AND HUMAN SERVICES DEPARTMENT TO PROVIDE A TRAINING SITE FOR THE UNIVERSITY'S NURSING STUDENTS AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, any two or more public agencies may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.080 to 277.180, inclusive; and,

WHEREAS, NRS 277.110 provides that every such agreement must be by formal resolution or ordinance of the governing body of each public agency included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body ; and,

WHEREAS, the parties to the agreement between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada Reno, Orvis School of Nursing and Carson City, a consolidated municipality and political subdivision of the State of Nevada on behalf of the Carson City Health and Human Services Department to provide a training site for the University's nursing students and other matters properly related thereto, desire to adopt and approve such agreement as required by NRS 277.110. a copy of the agreement is attached to this Resolution as Exhibit "A"; and,

WHEREAS, both parties to the Agreement between the Board of Regents of the Nevada System of Higher Education and Carson City are public agencies as defined by NRS 277.110; and,

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Agreement between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada Reno, Orvis School of Nursing and Carson City Health and Human Services Department to provide student nurses in the undergraduate and graduate programs training in Clinic Services, Disease Prevention and Control, Control and Chronic Disease Prevention and Control, and Public Health Preparedness activities are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Agreement between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada Reno, Orvis School of Nursing and Carson City Health and Human Services Department shall be spread at large upon the minutes or attached in full thereto as an exhibit.

Upon motion by Supervisor John McKenna, seconded by Supervisor Karen Abowd, the foregoing resolution was passed and adopted this 7th day of February, 2013, by the following vote:

AYES: Supervisor John McKenna
 Supervisor Karen Abowd
 Supervisor Brad Bonkowski
 Supervisor Jim Shirk
 Mayor Robert Crowell

NAYS: None.

ABSENT: None.



Robert L. Crowell, Mayor

ATTEST:

for: 
Alan Glover, Clerk/Recorder

Agreement between the Board of Regents of the Nevada System of Higher Education on Behalf of the University of Nevada, Reno, Orvis School of Nursing

And

Carson City Health & Human Services

THIS AGREEMENT, entered into the 1st day of July 2013, between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada Reno, Orvis School of Nursing, hereinafter called "University" and Carson City Health & Human Services, hereinafter called "Agency."

WHEREAS the parties hereto desire that the University have the use of the facilities for its nursing education program, it is hereby agreed as follows:

I.

The University and the Agency will jointly plan for the organization, administration, and operation of the University nursing education at the Agency. The establishment of standards of education, the University semesters of instruction and of clinical nursing practice, preparation of all instructional schedules and regulations, and instruction and supervision of University students in the nursing education program, shall be the responsibility of the University.

II.

Schedules and other plans for instruction and nursing practice of the individual University student at the Agency shall be prepared by the University faculty with the primary view of obtaining maximum education benefit from the Agency facilities; however, such schedules and plans shall conform to the rules and regulations of the Agency and shall be subject to the approval of the Agency.

III.

Standards of nursing education shall meet the requirements of the Commission on Collegiate Nursing Education and the Nevada State Board of Nursing.

IV.

The Agency shall be responsible for the organization, administration, operating and financing of its services and shall maintain appropriate standards.

V.

Conference and classroom space is available to university instructors and students with advance reservation.

VI.

The maximum number of students of nursing assigned for a specific period shall be jointly determined after consideration of the facilities and the adequacy, extent and variety of learning experiences available.

VII.

The instruction period for each group of students shall be planned on academic semesters for an equivalent time period and will conform to the University calendar as approved by the Board of Regents.

VIII.

The students and faculty shall not be compensated by the Agency for any services in connection with this education program.

IX.

There shall be no payment nor consideration, other than those provided in the agreement, between the University and the Agency in connection with this education program.

X.

University will maintain for its officers and employees self insurance for general and automobile liability in amounts sufficient to meet its obligations under NRS Ch.41. University will maintain Allied Health Malpractice insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate for its students and their supervisors. University will maintain Workers Compensation insurance for its employees. The purchase of any insurance shall not waive any of the privileges or immunities afforded the University, or its present or former officers and employees under NRS Ch. 41.

The Agency shall procure and maintain:

- 1) Commercial General liability insurance including coverage for premises/operation, products/completed operations and personal injury in the amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
- 2) Automobile liability insurance in the amount of \$1,000,000 per occurrence.
- 3) Workers Compensation insurance as required by Nevada Statute.
- 4) If the Agency provides services that are medical in nature, it shall provide Medical malpractice insurance with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate. Such malpractice insurance shall also apply to facility's staff and contracted medical personnel not otherwise insured in amounts equal to those provided by the facility.

Agency shall provide certificates of insurance evidencing the required insurance prior to the effective date of this contract.

XI.

Agency shall indemnify, defend, and hold harmless University, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Agency or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, University, shall indemnify, defend, and hold harmless Agency, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by University or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. University will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. University's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$75,000.00 per cause of action.

In the event each of the parties is found to be at fault, then each shall bear its own costs and attorney's fees and its proportionate share of the judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

XII.

The University shall provide Agency with proof of Liability Insurance (Medical Malpractice Insurance for Nursing students). The University faculty shall be covered by Worker's Compensation and all students affiliating with the agency will provide the following to the Orvis School of Nursing: proof of physical exam; proof of Two-Step PPD or Chest X-Ray (with results); proof of Hepatitis B Vaccine; proof of Health Insurance; and proof of current CPR Certification.

All reasonable efforts will be made by the University to insure that the University's students and instructional personnel comply with the health and immunization requirements for employees of the Agency and the Nevada System of Higher Education Immunization Policy.

XIII.

It is agreed that the University and the Agency will derive the greatest benefit from this agreement by promoting the interest of each other, by maximum consultation and cooperation, and by interpreting the provisions of this agreement in that manner which shall best promote the interests of patient care and nursing education. The University agrees to the immediate removal from Agency of any student who, in the sole opinion of the Agency poses a danger to patients, staff, or visitors and fails to meet or abide by the rules, regulations, policies and procedures of the Agency.

XIV.

It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the University of Nevada Reno, Orvis School of Nursing, any of its students or faculty, and Carson City Health & Human Services, but is only an agreement between independent contractors.

This agreement shall be in effect from July 1, 2013 through June 30, 2018 (not more than 5 years).

XV.

The parties may terminate this Agreement for any reason upon thirty (30) days written notice. Such termination shall not prevent those students already participating under this Agreement from completing their clinical experience at the Agency.

Recommended by:

Kimberly Baxter 7/30/13
Patsy L. Ruchala, Director, OSN Date

Recommended by
[Signature] 8/1/13
Thomas L. Schwenk Date
Vice President, Division of Health Sciences

For the Board of Regents of the Nevada
System of Higher Education on behalf of the
University of Nevada, Reno

By: [Signature] 8/6/2013
Thomas Judy Date
Associate Vice President
Business and Finance

ORGANIZATION:

By Masena Works By _____
Title Interim City Manager Title _____
Masena Works _____
Date 2/7/13 Date _____