

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between Washoe County, Nevada
Acting by and through its

Public Entity #1:	Washoe County Human Services Agency Housing and Homeless Services Division (Washoe County)
Address:	350 S. Center Street
City, State, Zip Code:	Reno, NV 89504
Contact:	Travis Sandefur, Division Director
Phone:	775-624-4366
Fax:	N/A
Email:	tsandefur@washoecounty.gov

Public Entity #2:	Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (UNR)
Address:	William N. Pennington Health Sciences Building (PHS 311) 1664 N. Virginia Street Mail Stop: 0134
City, State, Zip Code:	Reno, NV 89557
Contact:	Dr. Molly Kokenge, Associate Dean for Strategic Partnerships and Practice Orvis School of Nursing
Phone:	775-682-7165
Fax:	775-784-4262
Email:	mkokenge@unr.edu

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, UNR facilitates StreetReach, a project of the Orvis School of Nursing and Larson Institute School of Public Health; and

WHEREAS, UNR, through the StreetReach team, provides healthcare services to unsheltered individuals in the local area in connection with several healthcare clinics or social service centers; and

WHEREAS, the StreetReach Mobile Health Clinic is a mobile medical and command vehicle that is used by UNR, through the StreetReach team; and

WHEREAS, UNR, through the StreetReach team will provide blood borne virus screening, wound care, basic first aid, and linkage to care (healthcare services) to unsheltered individuals in Washoe County, Nevada on the streets and inside its StreetReach Mobile Health Clinic. The unsheltered individuals may be associated with the Northern Cares Campus Shelter (Cares Campus) and the Safe Camp Shelter; and

WHEREAS, Washoe County will allow UNR to park the StreetReach Mobile Health Clinic at its Cares Campus located at 100 Cares Drive, Reno, Nevada 89512; and

WHEREAS, UNR and Washoe County desire to create this Agreement for the purpose of providing healthcare services to unsheltered individuals in Washoe County;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained, the parties hereto agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of each party.
2. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	Upon execution	To:	July 1, 2027
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3. **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 90 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.
4. **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.
5. **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.

6. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

\$0.00	per	N/A
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Total Contract or installments payable at:	N/A
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Total Contract Not to Exceed:	\$0.00
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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.

7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **INSURANCE.**
- A. UNR shall maintain for its officers and employees self-insurance for general and automobile liability in amounts sufficient to meet its obligations under NRS Ch.41. UNR shall maintain Workers Compensation insurance for its employees. UNR shall maintain Allied Health Malpractice insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate for its medical or health care students and their supervisors. UNR also shall provide general liability insurance for its students with respect to Washoe County's health care facility and shall add Washoe County as an additional insured to its excess/umbrella policy. The purchase of any excess insurance shall not waive any of the privileges or immunities afforded UNR, or its present or former officers and employees under NRS Ch.41.
- B. Washoe County shall procure and maintain General Liability insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate or provide documentation that Washoe County is self-insured. Washoe County shall procure and maintain Workers Compensation insurance if required by applicable state statute. If Washoe County provides services that are medical in nature, Washoe County shall maintain medical malpractice insurance with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate for each of its medical staff personnel and ensure that any contracted medical providers have current medical malpractice insurance in amounts equal to those provided by the Agency. UNR shall be named as an additional insured for general liability arising from this Agreement and be added to the insurance policy as an "additional insured". A Certificate of Insurance evidencing the insurance coverage shall be furnished by Washoe County to UNR upon request.

13. **INDEMNIFICATION.**

- A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, UNR shall indemnify, defend, and hold harmless Washoe County from any and all claims, damages, losses, liabilities, liens, costs and/or expenses, including attorneys' fees, controversies, causes of action, lawsuits, proceedings, injuries (including death) and judgments, arising either directly or indirectly from any act or failure to act by UNR or any of its regents, officers, employees or agents, which may occur during or which may arise out of the performance of this Agreement. UNR shall assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. UNR's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$200,000 per cause of action.
- B. Washoe County shall indemnify, defend and hold harmless UNR, its regents, officers, employees, agents and representatives from any and all claims, damages, losses, liabilities, liens, costs and/or expenses, including attorneys' fees, controversies, causes of action, lawsuits, proceedings, injuries (including death) and judgments arising either directly or indirectly from any act or failure to act by Washoe County or any of its officers, employees or agents, which may occur during or which may arise out of the performance of this Agreement.

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. The parties further agree that UNR employees and students participating in the StreetReach Mobile Health Clinic, are members of the Washoe County's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA.

21. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

- A. This Agreement is subject to federal, state, and local laws and regulations and any amendments, new legislation, or new interpretations of existing laws or regulations. Any provision of law that invalidates or otherwise is inconsistent with the terms of this Agreement or would cause one or of the parties to be in violation of law shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall exercise their reasonable efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with intent of the parties. To the extent that any provision hereon shall be finally determined by a court of competent jurisdiction to be void, illegal, or otherwise unenforceable, the same shall have no effect upon the enforceability of the remaining provisions of this Agreement.
- B. The parties agree that during the performance of this Agreement, the parties will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The parties agree that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The parties agree to require the same of all contractors and consultants retained to carry out activities under this Agreement. The parties agree that they will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. 2000d et seq.).
- C. 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:
 - i. 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.
 - ii. 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.
 - iii. 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 because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - iv. 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 Washoe County, 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.
25. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a beneficiary hereunder.
26. **USE OF NAME OR LOGO.** Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service.

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

**Washoe County Human Services Agency
Housing and Homeless Services Division**

Signature

Date

Title

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

Recommended By:

Signature

Date

Title

Approved By:

Signature

Date

Title

Attachment A
SCOPE OF WORK AND DELIVERABLES

I. RESPONSIBILITIES OF UNR

1. UNR shall:

- A. Provide a UNR StreetReach team consisting of licensed nursing faculty, nursing students, public health faculty and students, a program coordinator, a community health worker, and a phlebotomist.
- B. Provide wound care, HIV, hepatitis B virus (HBV), or hepatitis C virus (HCV) testing, and basic first aid services on the street. Laboratory testing to include HIV Antibody, HBV Surface Antigen, and HCV Antibody with reflex RNA if the antibody result is positive.
- C. Notify clients who receive testing of their results in-person.
- D. Actively utilize the Homeless Management Information System (HMIS). HMIS is a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of all individuals experiencing homelessness, while also protecting client confidentiality. This includes but is not limited to all emergency shelter, transitional housing, bridge housing or other residential programs for people experiencing homelessness. Data refers to all relevant client information collected by programs serving the majority of individuals experiencing homelessness. This data includes demographics, enrollment and exit data, income and benefit changes, services provided and exit destination to the maximum extent practical.
- E. Refer StreetReach and StreetReach Mobile Health Clinic clients to the Nevada Cares Campus Emergency Shelter (200 Cares Drive, Reno NV 89512), Safe Camp Shelter (400 Cares Drive, Reno NV 89512), Our Place Campus (604 South 21st Street, Sparks NV 89531), or other appropriate shelter.
- F. Offer HIV, HBV, HCV testing at both the Safe Camp and the Cares Campus and linkage to care for persons with a positive test result and/or persons who are interested in PrEP.
- G. Offer supervised student learners contingent on the space, time of year, student placement needs, and verbal consent of client.
- H. Ask the client for verbal consent to allow student learners to be present in the room when appropriate.
- I. Share aggregate, non-identifiable linkage outcome data (e.g., number of tests provided, number of referrals) for program monitoring and reporting with Washoe County, as permitted by law.
- J. Participate in collaborative problem-solving related to barriers to care access with Washoe County.

II. RESPONSIBILITIES OF WASHOE COUNTY

1. Washoe County shall:

- A. Provide two HMIS licenses to UNR. HMIS license holders will attend Street Outreach case conferencing meetings.
- B. Provide space at Cares Campus for UNR. The use of space may be related to, without limitation, parking, educational outreach, client meetings, and care.
- C. Allow UNR to offer HIV, HBV and HCV testing at the Cares Campus, the Resource Center, and Safe Camp as well as the addition of supervised student learners.
- D. If funding permits, UNR may provide wound care at the Cares Campus, or wound care training and community resources for the Cares Campus nursing staff.

- E. Permit UNR to park the StreetReach Mobile Health Clinic on the Cares Campus property
- F. Provide contacts at Cares Campus, the Resource Center, Safe Camp, and Our Place to coordinate client services with UNR.
- G. Provide relevant resources at Cares Campus, the Resource Center, Safe Camp, and Our Place to UNR StreetReach clients.
- H. Refer clients who need wound care to the UNR StreetReach team.
- I. Allow patients to sign and consent to a release of information form to share their clinical information and medical data with UNR.
- J. Share aggregate non-identifiable data (e.g., type of medical conditions serviced) identified in the StreetReach Mobile Health Clinic client served at the Cares Campus.
- K. Permit the UNR StreetReach team to utilize existing sharps management processes at Cares Campus, as long as use does not require additional cost to County.
- L. Share aggregate, non-identifiable linkage outcome data (e.g., appointments scheduled, number of clients linked to care) for program monitoring and reporting, as permitted by law.
- M. Participate in collaborative problem-solving related to barriers to care access with UNR.

III. STATUS OF UNR, STUDENTS, AND WASHOE COUNTY

1. UNR employees and students are not considered employees of Washoe County for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.
2. While a UNR student is engaged in the StreetReach Mobile Health Clinic practicum experience, the student shall retain the status of a student working towards the fulfillment of a degree requirement. The student is not an employee, agent, independent contractor or volunteer of UNR.
3. Washoe County employees are not employees of UNR for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.