

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into between the NORTHERN NEVADA PUBLIC HEALTH, hereinafter referred to as “District,” and the Board of Regents, Nevada System of Higher Education on behalf of the University of Nevada, Reno School of Medicine, hereinafter referred to as “School.”

WITNESSETH:

WHEREAS, the District conducts several clinical public health programs, collecting specimens which require diagnostic testing; and

WHEREAS, the School has services associated with detection and description of populational and environmental public health threats; and

WHEREAS, the School has laboratory services which provides key components to public health and disease control operations, including genomic analyses, teaching, research collaboration and consultation in the area of infectious disease biology and detection.

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

The School agrees to:

1. Provide all services identified in Exhibit A Scope of Work under this agreement.
2. Be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, and specifications and other items and services furnished under this Agreement and any amendments hereto.
3. Submit to the District monthly invoices indicating provided services and other allowed direct expenses.

The District agrees to:

1. Pay School for Services in accordance with the Fee Schedule described in Exhibit B which is attached hereto and incorporated by reference as part of the Agreement. The Fee Schedule may be renegotiated at the end of one (1) year upon request by either the District or the School. Renegotiated fees are subject to approval by the District Health Officer. If District requests School to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by District prior to commencing any work for such services.
2. Submit payment to the School for services shall be made within thirty (30) days after receipt and approval of the School’s invoice. No penalty shall be imposed upon the District for payment(s) received by the School after thirty days.

HIPAA. To the extent applicable to this Agreement, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d (“HIPAA”)

and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements.”, including the Health Information Technology for Economic and Clinical Health Act (“HITECH”) that was adopted as part of the American Recovery and Reinvestment Act of 2009. It is agreed that in addition to maintaining such records and data in accordance with HIPAA and any more restrictive provisions of state law, including but not limited to, chapters 441A of the Nevada Revised Statutes and the Nevada Administrative Code, the parties will require that all employees, contractors and agents with whom they share the records and data provide comparable protections to those provided by the parties. The parties agree not to use or further disclose any Protected Health Information (as defined in 42 USC 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The parties shall make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

INDEMNIFICATION.

- a. Consistent with the Limited Liability provision stated below, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party 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 indemnifying 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.
- c. In the event that the provisions of NRS Chapter 41 do not apply to a party, the party not covered by Chapter 41 shall indemnify the other party for any amount of damages in excess of the capped amount contained in Chapter 41 that may be awarded.

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.

TERM. The term of this Agreement is from July 1, 2024 through June 30, 2025 unless extended by the mutual agreement of the Parties. The Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the District to terminate the Agreement as provided.

TERMINATION. Either party may terminate this Agreement by giving the other party written notice of the intent to terminate. The notice will specify a date upon which termination will be effective, which date may not be less than thirty (30) calendar days from the date of the termination notice.

SEVERABILITY. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall be in effect and binding upon the parties.

NON APPROPRIATION. In the event funds are not appropriated for the purposes specified in this Agreement, school hereby consents to the termination of this Agreement. In such event, Health District will notify school in writing and the Agreement will terminate on the date specified in the notice. Both parties understand that this funding out provision is required by N.R.S. 354.626.

WAIVER OF PROVISION. Any waiver of any terms or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms or conditions hereof shall not be construed as a waiver of any other terms or conditions hereof.

AMENDMENTS. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall be operative or valid it shall be reduced to writing and signed by the parties. Ratification by the governing bodies shall be a condition precedent to its entry into force. This Agreement may be reviewed at any time by both parties to determine whether the Agreement is appropriate as it relates to individuals referred from the District

GOVERNING LAW; JURISDICTION. This Agreement 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 2nd Judicial District Court of Washoe County, Nevada.

ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and shall be binding upon the parties and no other agreements, oral or written, have been entered into with respect to the subject of this Agreement.

ASSIGNMENT. Nothing contained in this Agreement shall be construed to permit assignment by School of any rights, duties or obligations under this Agreement and such assignment is expressly prohibited.

NOTICES. Official notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid in the United States Postal Service to the addresses set forth below, or to such other addresses as the parties may designate in writing from time to time by notice given in accordance with the provisions of this section.

Notices to School shall be addressed to:

Office of General Counsel
UNR - UNSOM
1664 North Virginia Street
PME Bldg #234, M/S 1332
Reno, Nevada 89557-1332

Notices to the District shall be addressed to:

District Health Officer
Northern Nevada Public Health
1001 East Ninth Street
Reno NV 89512

Witness whereof, the parties hereto or a representative of either have set their hands and subscribed their signatures as of the date and year indicated.

District Board of Health

By: _____ Date: _____
Kristopher Dahir, Chair

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

By:  _____ Date: 15-May-2024 | 11:12 AM PDT
Paul J. Hauptman
Dean, University of Nevada Reno School of Medicine

Nevada State Public Health Laboratory: Scope of Work

The Nevada State Public Health Laboratory (NSPHL) seeks to protect the health and safety of the citizens of Nevada. To do this, it provides a network of services associated with detection and description of populational and environmental public health threats. While the primary services provided by the NSPHL include diagnostic testing, the Laboratory will also provide key components to public health and disease control operations, including genomic analyses, teaching, research collaboration and consultation in the area of infectious disease biology and detection. These services are outlined below.

- a. **Human Diagnostic Testing Services.** The NSPHL will provide diagnostic testing services for Hepatitis, Human Immunodeficiency Virus, sexually transmitted diseases, and other infectious agents in compliance with the stated time-to-result after specimen receipt. All tests indicated are performed by licensed staff on the NSPHL premises, with the exception being when tests are requested that are not / cannot be performed on the NSPHL premises, in which cases the NSPHL will send out such specimens to a licensed laboratory. The NSPHL shall maintain the ability to provide HL7 (electronic) laboratory messaging which is bidirectional: this means that tests can be ordered electronically and results can be obtained by the same interface.

The NSPHL provides testing in all indicated areas using the most sensitive and specific methods available, as determined by both clinical trial and peer-reviewed research data. This includes “molecular” based methods for direct detection of microorganisms when such tests are available and culture-based methods for instances where molecular testing is inappropriate, not recommended or not available. For detection of infection by antibody-based testing, the laboratory maintains methods recommended by the Centers for Disease Control and Prevention (CDC) and cleared by the Food and Drug Administration (FDA). In addition to these diagnostic services, the NSPHL provides testing for public health purposes for any and all bacterial agents associated with human infection. These include enteric organisms that are the cause of gastrointestinal illness and

Nevada State Public Health Laboratory: Scope of Work

outbreaks, healthcare associated infections and exotic organisms associated with rare illness or crime/terrorism. Bacterial diagnostics include rapid identification through MALDI-TOF based methods, biochemical identification and when necessary, genomic sequencing.

- b. **Environmental and Food Testing.** The NSPHL provides chemical and microbiological testing for food (at no cost) when reasonable evidence suggests a potential contamination event that threatens human life. The NSPHL provides water testing for toxins, and microbiological agents that are a threat to human life and or quality of life.
- c. **Genomic and Phylogenetic Analyses.** For instances of public health importance such as outbreaks or significant index cases, the NSPHL can provide genomic sequencing of bacterial organisms and certain viral agents. Such sequencing will be accompanied by bioinformatic analysis which will provide phylogenetic (relatedness) analysis of organisms in furtherance of investigations. This means that in requested cases, for bacterial infections the deliverable to the Health District shall include:
- identification of organisms-strain typing
 - drug susceptibility predictions (via genomics)
 - visual aids including matrices and or trees describing phylogenetic information of submitted cases;
 - training, when necessary, for the interpretation of this descriptive intelligence
- d. **Advise /Consult.** The Scope of Work includes that the NSPHL will provide, 24 hours / 7 days per week, oral or written consultation on all matters associated with infectious disease biology or testing, including information and training for the use of genomics in disease control. This consultation includes but is not limited to direct advice or information regarding:

Nevada State Public Health Laboratory: Scope of Work

- interpretation of test results
- the value and or need of retesting
- the limitations, capabilities and availabilities of testing technologies
- interpretation of complex testing algorithms (e.g. syphilis or HIV)
- interpretation and training regarding genomic data as it relates to organismal biology (e.g. drug resistance) and relatedness (phylogenetics and strain typing)

The NSPHL maintains partnerships that bolster its ability and depth of knowledge with regard to training and consultation. The NSPHL is part of the Association for Public Health Laboratories and is a member of the CDC Laboratory Response Network for both biological and chemical threats. The NSPHL also partakes in the CDC DPDx program which allows the NSPHL to utilize the CDC as a real-time diagnostic resource for parasitic infections as needed.

- e. **Research and Collaboration**. As a customer and partner of the NSPHL, the NSPHL provides resources for public health research. This includes but is not limited to collaborations such as providing laboratory testing to gather data for epidemiologic studies, the detection and description of emerging threats or determining the benefits of novel testing methodologies and capabilities. The NSPHL routinely publishes findings in peer-reviewed published journals and writes grants which support research efforts. These capabilities can be shared with customers to execute collaborative research projects.

EXHIBIT C

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS UNR SCHOOL OF MEDICINE

INDEMNIFICATION

Liability

Subject to the limitations of NRS 41.0305 to NRS 41.039, as respect acts, errors or omissions in the performance of CONTRACTOR services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONTRACTOR'S negligent acts, errors or omissions in the performance of its CONTRACTOR services under the terms of this agreement.

As respects acts, errors or omissions in the performance of COUNTY services, COUNTY agrees to indemnify and hold harmless CONTRACTOR, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by COUNTY'S negligent acts, errors or omissions in the performance of its COUNTY services under the terms of this agreement.

General Liability

Subject to the limitations of NRS 41.0305 to NRS 41.039, as respect all acts or omissions which do not arise directly out of the performance of CONTRACTOR services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONTRACTOR (or Sub-contractor, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

Notwithstanding any provisions of this Exhibit, or any provisions of Exhibit A-B, or the Interlocal Agreement hereto, CONTRACTOR will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. CONTRACTOR's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to NRS 41.039 per cause of action.

GENERAL REQUIREMENTS

COUNTY requires that CONTRACTOR purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and Professional Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONTRACTOR, its agents, representatives, employees or Sub-contractors. The cost of all such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-contractor by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONTRACTOR or Sub-contractor is a sole proprietor, coverage for the sole proprietor must be purchased and

evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$N/A combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Professional Errors and Omissions Liability: \$1,000,000 per occurrence and \$ 3,000,000 as an annual aggregate. Premium costs incurred to increase CONTRACTOR'S insurance levels to meet minimum contract limits shall be borne by the CONTRACTOR at no cost to the COUNTY.

CONTRACTOR will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

- a. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.

c. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. It is agreed that CONTRACTOR'S insurance coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that the CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of self insurance affecting coverage required by this exhibit. It is agreed that Contractor's self insurance is accepted as to all provisions of this agreement.

SUB-CONTRACTORS

NA

MISCELLANEOUS CONDITIONS

1. Subject to the limitations of NRS 41.0305 to NRS 41.039, CONTRACTOR shall be responsible for and remedy all damage or loss, resulting from the performance of this Agreement, to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Sub-contractor, or anyone employed, directed or supervised by CONTRACTOR.
2. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.