

CETS #:	N/A
Agency Reference #:	C001

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada Acting by and through its

Public Entity #1:	Nevada Department of Health and Human Services
Address:	400 West King Street, Suite 300
City, State, Zip Code:	Carson City, NV 89703
Contact:	Richard Whitley, Director, DHHS
Phone:	(775) 684-4000
Fax:	(775) 684-4010
Email:	rwhitley@dhhs.nv.gov

Public Entity #2:	The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno
Address:	Clark Administration Room 110, 1664 N. Virginia St.
City, State, Zip Code:	Reno, NV 89557
Contact:	Jeff Thompson, PhD, Executive Vice President and Provost
Phone:	(775) 784-1740
Fax:	(775) 784-6220
Email:	thompsonj@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, 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.
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.

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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:	February 1, 2023	To:	January 31, 2027
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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:

\$0	per	
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Total Contract or installments payable at:	N/A
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Total Contract Not to Exceed:	\$0
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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.

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.

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- 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.
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.
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.

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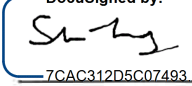
19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep 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 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.
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. Nothing in this Contract and its integrated Attachment negates, terminates or amends any other contract or other agreement currently in negotiation between the parties, including but not limited to any internship agreement, clinical placement, field work placement, or lease agreement.

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

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO

Approved by:
DocuSigned by:



21-Feb-2023 | 10:34 AM PST

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Date

Sheri Mendez
University of Nevada, Reno,
Associate Vice President, Business & Finance

DEPARTMENT OF HEALTH AND HUMAN SERVICES



02/21/2023

for Richard Whitley, MS _____ Date

DHHS, Director

Approved as to form by:



Deputy Attorney General for Attorney General

Date: 2/21/2023

ATTACHMENT A

SCOPE OF WORK AND DELIVERABLES ACADEMIC HEALTH DEPARTMENT AGREEMENT

BACKGROUND

This Academic Health Department Agreement (“Agreement”) is made and entered into between Nevada’s Department of Health and Human Services (“Department”) and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (“University”) (collectively the “Parties”).

The Department is the state agency organized pursuant to Nevada Revised Statutes Chapter 232 and is the sole agency responsible for administering the provisions of law relating to its respective divisions (Aging and Disability Services Division, Division of Public and Behavioral Health, Division of Welfare and Supportive Services, Division of Child and Family Services, and Division of Health Care Financing and Policy, and the Director’s Office).

The Department recognizes the quality of its services can be enhanced through organized efforts around public health education, behavioral health education, and general health education and research; and University recognizes opportunities for practice-oriented student education, faculty research, and workforce development can be enhanced through increased collaboration and engagement; and

Both Parties are committed to improving public health and health and social services for the residents of and visitors to the State of Nevada, and recognize the linkage that exists between academia and the practice of public health, health care delivery, and social services, and the shared benefits resulting from such a linkage. In addition, the Parties recognize that the quality of public health services, public health education programs, health care delivery, and social services will be enhanced by collaborative efforts, and agree to combine efforts and activities for the formation, operation, and effective administration of an Academic Health Department.

PURPOSE

The purpose of this Agreement and Scope of Work is, through academic and educational cooperation, to establish an Academic Health Department (“AHD”) that allows the Parties to share certain assets by aligning economic, management, and strategic interests, thereby enhancing public health and health and social services practice, instruction, research, workforce development and improving community health in Nevada.

To achieve this purpose through this Scope of Work the Parties will work to ensure:

- a. Academic Health Department efforts will have a population-health orientation and will work to promote equity and social determinants of health;
- b. The formal education of undergraduate and graduate students continues to be University's sole responsibility;
- c. Execution of health and social services programs at the Department continues to be the Department of Health and Human Services' sole responsibility; and
- d. The establishment of clear and open communication between the Parties by striving to understand the Parties' respective needs, interests, and potential contributors.

SCOPE OF WORK

I. ACTIVITIES

- a. Areas of joint cooperation include, but are not limited to, opportunities for:
 - i. Collaborative preparation of professionals in public health, health care delivery, and social services, and related and critical roles such as business, information technology, fiscal services, and other administrative professionals. Department will host, as appropriate, graduate and professional students, and undergraduate students for internship according to Department and University guidelines. Department and University shall enter into appropriate educational affiliation agreements to accomplish these objectives.
 - ii. Workforce development.
 - iii. Planning and implementing workforce development training based on identified needs.
 - iv. Enhanced public health and health and social services practice and collaborative research.
 - v. Collaboration on research projects, including communicating research interests, applying for joint funding, supplying letters of support, writing joint publications, evaluation, and following all proper Institutional Review Board (IRB) protocols.
 - vi. The Parties may participate on joint health, social services, and community health initiatives.
 - vii. The Parties will provide technical assistance and consultation to each other as requested and when appropriate.
- b. Shared Resources.
 - i. When appropriate, the Parties will identify areas where resources can be

leveraged or shared.

- ii. Parties recognize the collaborative advantages of physical colocation and will identify opportunities for shared physical space as necessary and as beneficial to collaboration.
- c. Academic Health Department Coordinator
- i. The Parties shall identify an Academic Health Department Coordinator (“Coordinator”) whose purpose will be to serve as a central point of contact for both institutions to increase and facilitate collaboration.
 - ii. The Coordinator will be responsible for operationalizing the AHD based on input and recommendations from the Joint Advisory Committee.
 - iii. The Coordinator will facilitate communication between Parties, help identify opportunities for collaboration, and make meaningful connections between University faculty and students and Department staff.
 - iv. Should the Coordinator position become vacant, the Joint Advisory Committee shall recommend candidates from whom a replacement shall be selected by the Director of the Department and Provost of the University.
- d. Joint Advisory Committee
- i. The Parties shall form a Joint Advisory Committee (“JAC”) whose purpose will be to oversee and inform all activities of the Agreement including new research opportunities, student projects, workforce development training needs, latest developments in the field, and the like.
 - ii. The JAC will be comprised of the Academic Health Department Coordinator, and up to five (5) members from each of the Department and f the University..
 - iii. The Director of the Department and the Provost of the University will nominate or appoint their respective representatives to participate as JAC members within 30 days of the signing of this Agreement.
 - iv. The JAC will be led by two co-chairs—one each selected by the Director of the Department and Provost of the University.
 - v. JAC members may each name a liaison or liaisons from their respective institution to assist in implementing this Agreement and facilitating interactions and data requests between their School or College and the Academic Health Department Coordinator. The coordinators may also serve as members of the JAC.

- vi. The JAC will meet at least four (4) times each year; discuss relevant issues to the satisfaction of the Parties; agree on key objectives; and annually assess the effectiveness of communication between the Parties and, as appropriate, provide recommendations.
- vii. A quorum of members is required to meet and make decisions.

II. APPOINTED OR ADJUNCT FACULTY

- a. Department staff may serve in temporary non-tenure track faculty appointments at University. Such appointments will be made at the sole discretion of University and in accordance with University's personnel policies and guidelines. Library services and electronic access to publications shall be available to Department staff in these appointments as allowed by University policy.

III. CONTINUING EDUCATION/INFORMATION EXCHANGE

- a. The Parties will work to provide continuing education programs and information exchanges:
 - i. To the extent possible, University will make educational opportunities open and available to Department staff at regular cost and pursuant to applicable policies and procedures of University.
 - ii. University will assist Department in providing graduate, certificate, credentialing, and continuing education programs. Such education programs include workshops focused on specific topics, symposiums, academic meetings, seminars and other special sessions as agreed upon.
 - iii. The Parties will agree upon and establish specific mechanisms for the regular sharing of information on a timely basis. This communication will pertain to current activities, potential areas of research collaboration, student opportunities, training and consultation needs, and other categories of information deemed relevant.
 - iv. The Parties will annually assess the effectiveness of communication between the two parties and recommend appropriate modifications when indicated.

IV. COLLABORATIVE RESEARCH ACTIVITIES. University and Department may engage in collaborative research activities in accordance with the following parameters (this is a non-exhaustive list and may be amended, revised, or changed if mutually agreed to in writing and signed by the Parties):

- a. Research projects will be determined in advance by the Parties and shall enumerate the responsibilities of the respective Parties in writing.

- b. The Parties will encourage their respective faculty and/or employees to engage in collaborative research in areas of mutual interest.
- c. Research projects approved by the Parties will be subject to review and approval by University's Institutional Review Board. Each research project plan shall specify the scope of services and deliverables consistent with the purposes of the research objectives.
- d. Department agrees to encourage its staff to provide facilities and access to data for research to University's faculty consistent with its capabilities and any applicable legal and/or regulatory requirements.
- e. The Parties agree to provide consultation and technical assistance to each other as determined by the Parties and based on the priorities communicated by the JAC.
- f. Grant funds obtained for joint research projects shall be distributed by the granting agency or on such equitable basis as may be agreed upon in advance and in writing by Parties.
- g. Any publications resulting from investigative findings shall acknowledge the Department, the University, and where applicable, grant funding sources.
 - i. Parties reserve the right to publish, present, use, or otherwise disseminate research results for their own instructional, research, or publication objectives consistent with the terms and conditions stated in the research agreement.
 - ii. In the event the Parties agree to jointly prepare a publication of the results of any AHD-related research in a mutually acceptable peer reviewed journal, the Parties shall: i) jointly draft such publication through the research representatives; ii) prepare such publication within a mutually agreed upon time; and iii) have such joint publication reviewed and approved by their respective duly authorized officers prior to submission of the article to the agreed upon peer reviewed journal. Except by mutual written consent of the respective Parties involved, the results from any research shall not be released or otherwise transferred to any third party or the public prior to the date on which such joint publication will be released.