Hein# 3-5

City of Carson City Agenda Report

Date Submitted: December 23, 2008

Agenda Date Requested:

January 5, 2009

Time Requested: Consent

To: Carson City Board of Supervisors

From: Carson City Health & Human Services

Subject Title: ACTION TO ADOPT A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL 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.

Staff Summary: This action will allow Carson City Health and Human Services to assist the University of Nevada, Reno, Orvis School of Nursing with its instructional program for the benefit of training nursing students in the field of public health. We will provide student nurses training in our family planning, immunization clinic and public health preparedness activities.

Type of Action Requested: (_X_) Resolution () Formal Action/Motion	(check one) () Ordinance () Other (Specify)
Does This Action Require A Busines	ss Impact Statement: () Yes (_X_) No

Recommended Board Action: I MOVE TO ADOPT A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL 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.

Explanation for Recommended Board Action: This resolution creates a partnership with Carson City Health and Human Services and the University of Nevada, Reno. By utilizing the student nurses, we will foster needed relationships with the Nevada System of Higher Education and take an active role in training future employees in the field of public health. A goal of CCHHS is to be a working/learning environment and partner with our community in ways that provide mutual benefit. The training of student nurses fits this goal.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277

Fiscal Impact: None

Funding Source: None

Supporting Material: Resolution and Agreement

Prepared By: Marena Works

(City Manager) (District Attorney) (Finance Director)		Date: 12/23/0 Date: 12/23/0	/04 >8
Board Action Taken:			
Motion:	1)		Aye/Nay
(Vote Recorded By)			



November 21, 2008



Marena Works, RN Carson City Health & Human Services 900 East Long Street Carson City, NV 89706

Dear Ms. Works,

As we discussed on October 27, enclosed please find an agreement between the University of Nevada Reno and Carson City Health & Human Services. Would you please review, sign (please make a copy for your agency) and return to me at:

University of Nevada Reno Attention: Sharon Muldoon Orvis School of Nursing MS/0134 Reno, NV 89557-0134

Thank you for your continuing support in this joint venture. The Orvis School of nursing looks forward to many years of cooperation between our agencies.

Sincerely,

Sharon Muldoon

Assistant to the Director

Fraron Muldoon

Orvis School of Nursing

Enclosure

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 this 1st day of November 2008, 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.

Π.

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.

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.

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.

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 November 1, 2008 through June 30, 2013. A period of five (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.

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Sharon Muldoon

From:

Sharon Muldoon

Sent:

Wednesday, December 10, 2008 12:38 PM

To: Subject: 'Marena Works' Agency Agreement

Marena,

On November 21 I sent you a letter and the Agency Agreement between UNR and Carson City Health & Human Services, which had been signed by our officers and needed your agency's officers signatures. I just received the Agreement back without your ends signatures. It had been date stamped "Received Dec. 05. We cannot have student nurses with your agency until I have a signed copy back. I will resend the Agreement and letter to you today.

Let me know is this was not just an oversight and we need to do anything else to get this Agreement going.

Sharon Muldoon, Assistant to the Director Division of Health Sciences Orvis School of Nursing/MS0134 University of Nevada, Reno Reno, NV 89557-0134 775-682-7166 Office 775-784-4262 FAX

See attached

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RESOLU	TION NO.	
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A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL 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, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Carson City is a political subdivision of the State of Nevada and Douglas County is also a political subdivision of the State of Nevada and

WHEREAS, NRS 277.180 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

WHEREAS, NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the parties to the Interlocal Contract to provide a training site for the university's nursing students, desire to adopt and approve such contract as required by NRS 277.180. A copy of the contract is attached to this Resolution as Exhibit "A;" and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Contract to provide a training site for the university's nursing students is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract to provide a training site for the university's students shall be spread at large upon the minutes or attached in full thereto as an exhibit and that a copy of this Resolution shall be sent to the Board of Regents of the Nevada System of Higher Education.

Upon r	notion by Supervise	or	, seconded by
Supervisor			, the foregoing Resolution was passed and
adopted this _	day of January, 2	2009 by the follo	wing vote.
	VOTE:	AYES:	
		NAYS:	
		ABSENT:	
		ABTAIN:	
			Robert L. Crowell, Mayor Carson City, Nevada
ATTEST			
		_	
Alan Glover,			
Carson City,	Nevada		