






TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** December 18, 2008

RE: *Ratification of Interlocal Contract between Southern Nevada Health District and the University of Nevada, Reno Providing for Responsible Official for the Southern Nevada Public Health Laboratory*

PETITION #41-08

That the Southern Nevada District Board of Health ratify the attached Interlocal Contract between Southern Nevada Health District and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno providing for Responsible Official for the Southern Nevada Public Health Laboratory.

PETITIONERS:

John P. Middaugh, MD, Director of Community Health 
Scott Weiss, Director of Administration 
Lawrence Sands, DO, MPH, Chief Health Officer 

DISCUSSION:

The Southern Nevada Public Health Laboratory (SNPHL) is a participant in the Laboratory Response Network (LRN) and Select Agent Program in which a Responsible Official must have authority and responsibility to act on behalf of the SNPHL. The Responsible Official must ensure compliance of all applicable federal rules and regulations, must be approved based on applicable federal security risk assessment, and must meet registration requirements of the Centers for Disease Control and Prevention (CDC) Guidance Document for Application for Registration for Possession, and Transfer of Select Agents and Toxins.

University of Nevada, Reno (UNR) will provide an employee of its Environmental Health and Safety Department to serve as the Responsible Official for SNPHL as it has currently. This contract is necessary to memorialize and define a contractual relationship between the Health District and UNR as a result of the Intrastate Interlocal Contract with the University of Nevada School of Medicine for operation of the SNPHL approved by the Board of Health on October 23, 2008. The contract will be effective upon execution by all parties.

FUNDING:

Sufficient funds have been budgeted in the Public Health Emergency Preparedness (PHEP) grant.

INTERLOCAL CONTRACT

THIS CONTRACT is made and entered into between Southern Nevada Health District (SNHD) and by the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of the University of Nevada, Reno (UNR) Environmental Health and Safety (EH&S) Department.

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more 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, public health laboratory services constitute an integral component of pathogen characterization and other core public health functions; and

WHEREAS, SNHD operates the Southern Nevada Public Health Laboratory (SNPHL); and

WHEREAS, the SNPHL is a participant in the Laboratory Response Network (LRN) for which a Responsible Official who must have the authority and responsibility to act on behalf of the SNPHL, who must ensure compliance of the requirements of all applicable federal rules and regulations, who must be approved based on the applicable federal security risk assessment, and who must meet the registration requirements of the Centers for Disease Control and Prevention (CDC) Guidance Document for Application for Registration for Possession, Use and Transfer of Select Agents and Toxins; and

WHEREAS, UNR has provided an employee of its Environmental Health and Safety Department to serve as such Responsible Official at the SNPHL; and

WHEREAS, SNHD and UNR desire to continue the existing arrangement and to memorialize the terms of such arrangement.

NOW, THEREFORE, the parties agree as follows:

1. TERM

This Contract shall be effective upon full execution and will remain in force as long as SNPHL requires a Responsible Official pursuant to its participation in a Laboratory Response Network and Select Agent Program, and UNR employs a person or persons capable and authorized to act as such, for three consecutive years with two one-year renewal options, or unless terminated by either party, or otherwise as set forth in this Contract.

2. RESPONSIBILITY OF UNR

UNR shall continue to provide the services of a person who is willing, able and qualified to act as Responsible Official and two persons who are willing, able and qualified to act as Associate Responsible Officials (thereto referred to Responsible Officials) at the SNPHL pursuant to SNPHL's participation the Laboratory Response Network and the Select Agent Program. The Responsible Officials shall continue to provide the same oversight services including but not limited to quarterly assessments and training. The Responsible Officials shall ensure compliance with requirements of all applicable federal rules and regulations, including but not limited to 7 CFR 331, 9 CFR 121, and 42 CFR 73. UNR shall be responsible for making travel arrangements for the Responsible Officials, and shall coordinate the scheduling of such with the SNPHL Laboratory Manager.

UNR shall submit invoices for payment of services and reimbursement of travel costs not more frequently than monthly, which shall be paid pursuant to SNHD's regular process and procedures.

3. RESPONSIBILITY OF SNHD

SNHD shall pay to UNR for the services of the Responsible Official set forth herein in the sum of \$750.83 per month. SNHD shall also reimburse UNR for all customary travel expenses incurred by UNR in connection of providing the services set forth in this Contract. Reimbursement shall be in accordance with the State of Nevada travel policies and at the per diem rates approved by the State of Nevada.

4. AUTHORITY GRANTED BY/ACCEPTED BY EXECUTION OF CONTRACT

Full execution of this Contract represents the granting of authority by SNHD, and the acceptance of authority by UNR and the Responsible Official designated by UNR, to act on behalf of SNHD to ensure compliance with all applicable federal rules and regulations, including but not limited to 7 CFR 331, 9 CFR 121, and 42 CFR 73, and any and all other obligations imposed by law or this Contract.

5. INDEMNIFICATION

To the extent permitted by law, each party retains the right to seek indemnification or contribution from the other party, including reasonable attorney's fees and costs, for the other party's wrongful act or omission which may occur during or arising out of the performance of this Contract. The parties agree that any indemnity or contribution for actions arising out of alleged negligence are subject to the provisions of NRS Chapter 41.

6. INDEPENDENT ENTITIES

UNR and SNHD are independent entities and nothing contained in this Contract shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Contract.

7. FUND OUT CLAUSE

This Contract shall terminate and each party's obligations under it shall be extinguished at the end of any party's fiscal years in which any of party's governing bodies fail to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Contract.

8. ENTIRE AGREEMENT

This Contract constitutes the full and complete agreement of the parties. This Contract may be amended or modified only by written agreement signed by duly authorized representatives of the parties.

9. AUTHORITY TO ENTER INTO CONTRACT

The execution, delivery and performance of this Contract has been duly authorized and approved by the required governing bodies or authorized representatives of the parties, and this Contract constitutes a valid and binding agreement in accordance with its terms.

SOUTHERN NEVADA HEALTH DISTRICT

**THE BOARD OF REGENTS OF
THE NEVADA SYSTEM OF
HIGHER EDUCATION on behalf of
the UNIVERSITY OF NEVADA,
RENO, Environmental Health and
Safety Department**

Lawrence Sands, DO, MPH
Chief Health Officer
625 Shadow Lane
Las Vegas, NV 89106

Leah M. Gorbet, Controller
University of Nevada, Reno/0124
Reno, NV 89557-0124

Dated: _____

Dated: _____

RATIFIED BY:

**SOUTHERN NEVADA DISTRICT
BOARD OF HEALTH**

**APPROVED AS TO FORM AND
COMPLIANCE WITH LAW**

Chris Giunchigliani, Chair

Attorney General
State of Nevada

Dated: _____

Dated: _____

ATTACHMENT A TO INTERLOCAL CONTRACT

University of Nevada, Reno – Southern Nevada Health
Department Interlocal Contract Pricing

Site Visits* - conduct assessments, present training, and conduct exercises of select agent written plans of Responsible Official and Associate Responsible Officials

Total = 6 days

Conduct Assessments – review select agent operations and audit regulatory compliance
4/year: ½ day each to prepare, write report, track resolution, and maintain records

Total = 2 days

Maintain Select Agent Registration – maintain accurate select agent registration
2 amendments/year: ½ day each to review, make amendments, prepare for mailing, track, and maintain records

Total = 1 day

Exercise Written Plans – conduct exercises of the biosafety, security, and incident response plans
1 exercise/year: 2 days to plan, coordinate, write-up, track, and maintain records

Total = 2 days

Training – required select agent training on regulatory requirements, biosafety, security, and incident response
1 day/year: plan, prepare, and maintain records

Total = 1 day

Consultation – general consultation on select agent issues
2 days/year: research issues and answer questions, communicate with SNPHL and Dr. Brown, communicate with CDC, stay current with regulatory requirements and biosafety/biosecurity issues, occasional additional site visit (e.g., CDC site inspection or other specific issue)

Total = 2 days

Using salary back calculation plus fringe, an hourly rate is calculated of \$66.25/hr. Site visit days are figured at 12 hours a day all others at a minimum of an 8-hour day.

Total of Annual Average Select Agent Support to SNPHL = 136 hours*
Total annual cost is \$9,010 per year charged monthly at \$750.83 per month.

* 1 day is 1 person-day at a minimum of an 8 hour day (site visit days are generally 12 hours per person)