



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** January 23, 2014

**RE:** *Approval of Interlocal Agreement with Clark County School District (CCSD) during a one year period for SNHD's provision of services to students, CCSD staff, and/or members of the of the general public which may include general immunizations, seasonal influenza clinics and other community health programs as mutually agreed upon.*

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**PETITION #02-14**

**That the Southern Nevada District Board of Health** approve the attached Interlocal Agreement with Clark County School District (CCSD) during a one year period for SNHD's *provision of services to students, CCSD staff, and/or members of the of the general public which may include general immunizations, seasonal influenza clinics and other community health programs as mutually agreed upon.*

**PETITIONERS:**

**Rick Cichy**, *Community Health Nurse Manager* <sup>RC</sup>  
**Bonnie Sorenson**, *Director of Nursing* <sup>BS</sup>  
**Joseph P. Iser, MD, DrPH, MSc**, *Chief Health Officer* <sup>JPI</sup>

**DISCUSSION:**

This Interlocal Agreement is for SNHD to provide for health promotion/disease prevention services to students, CCSD staff and/or members of the general public. Services may include general immunizations, seasonal influenza vaccine, mass prophylaxis, lead hazard evaluations and oral health programs.

**FUNDING:**

Administrative fee for services will be required from students but no child will be refused services for lack of payment of this fee.

**INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY SCHOOL DISTRICT  
AND SOUTHERN NEVADA HEALTH DISTRICT**

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into this day of November, 2013, between Clark County School District (CCSD), a political subdivision of the State of Nevada, and Southern Nevada Health District (SNHD), the public health authority for Clark County, Nevada and a political subdivision of the State of Nevada (collectively "Parties").

**WITNESSETH**

WHEREAS, Nevada Revised Statutes Chapter 277.180 provides that two or more public agencies (which includes political subdivisions) may enter into an Interlocal agreement for the performance of any governmental service, activity, or undertaking which any of said agencies is authorized by law to perform;

WHEREAS, both the CCSD and SNHD desire to enter into this Interlocal Agreement pursuant to NRS Chapter 277.180 for the provision of health promotion/disease prevention services to students, CCSD staff, and/or members of the general public which may include general immunizations, seasonal influenza clinics, and other community health programs as mutually agreed upon;

WHEREAS, CCSD and SNHD agree that services will be provided directly by the SNHD; at no cost to the CCSD; and

WHEREAS, CCSD and SNHD agree that although an administrative fee for services will be requested from the student, no child will be refused service for lack of payment of this fee.

NOW, THEREFORE, in consideration of the above recitals, the Parties hereto agree to the following:

**I. USE OF PREMISES**

- a. SNHD shall use the designated location on SCHOOL PROPERTY in order to provide healthcare services.
- b. This Interlocal Agreement is the controlling document.

Due to the existence of this Interlocal Agreement, pursuant to CCSD Regulation 3613(1)(8)(3), the SNHD's use of SCHOOL PROPERTY is not subject to all of the provisions of Regulation 3613. However, SNHD's use of SCHOOL PROPERTY is subject to this Agreement, the requirements of Chapter 277 of the NRS, and CCSD Regulation 3613(11) to (VII). See Attachment A (CCSD Regulation 3613).

SNHD will complete the CCSD Facility Use Permit form (CCF 410), as modified for SNHD for purposes of the activities conducted under this

Agreement. On page one of the Facility Use Permit, the acknowledgement language will be modified to state that SNHD has read and understands sections II thru VII of CCSD Regulation 3613. On page two, the "Liability Agreement" language will be modified to state: "The responsibilities of the Parties involved when using District facilities are set forth in the Interlocal Agreement between the District and the Southern Nevada Health District." See Attachment B (modified CCSD Facility Use Permit).

## II. MAINTENANCE/OPERATION

### a. Responsibility

SNHD shall be responsible to leave the SCHOOL PROPERTY in a clean and orderly condition at the completion of use. SNHD shall be responsible for the proper disposal of medical waste, blood-bearing and blood contaminated materials, and all other used medical materials in compliance with all appropriate laws and regulations.

### b. Security

SNHD shall be responsible to obtain security as they deem appropriate. If the event will occur during non-school hours, CCSD reserves the right to require reimbursement for the provision of security/school police services if necessary.

### c. Rules and Regulations

Each party shall observe and enforce all established rules and regulations of the other in connection with the operation of services. SNHD is solely responsible for obtaining and maintaining all applicable licenses and permits, meeting all federal, state or local laws and regulations related to providing the agreed upon health services. Nothing in this agreement is meant to establish any sort of legal relationship between the Parties.

### d. Protection of Children

To the extent any third party staff or volunteers facilitated by SNHD are used, they must not be alone with children/students. These individuals must be accompanied either by a SNHD employee or other responsible adult.

## III. SNHD AGREES TO:

- a. Services: Provide health promotion/disease prevention services to students, CCSD staff and/or members of the general public. Services can include and are not limited to the provision of general immunizations, seasonal influenza vaccine, mass prophylaxis, lead hazard evaluations, and oral health programs. Any directions for after-care will be provided to parents/legal guardians or other members of the general public receiving services.

- b. **Staffing:** Facilitate staffing for the provision of services. Staff may include SNHD employees or third party staff facilitated by SNHD. SNHD will be responsible for any third party staff and volunteers facilitated by them and is solely responsible for any applicable laws, regulations, taxes, and insurance requirements, including but not limited to: payroll taxes, workers' compensation, unemployment, and liability insurance relative to the same.
- c. **Safety:** Follow established technical procedures for the provision of services.
- d. SNHD agrees to comply with all laws, rules and regulations as they may be amended from time to time applicable to this Agreement including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the related regulations in the course of operating and providing services under this Agreement. SNHD acknowledges that it is solely responsible for compliance with HIPAA. CCSD will maintain information obtained in furtherance of this Agreement only in student health records that are education records under the Family Educational Rights and Privacy Act ("FERPA") and, thus, not "protected health information" under HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes.

SNHD agrees to instruct/train its representatives, officers, agents, and employees regarding all applicable confidentiality laws and rules.

- e. **Communication:** Provide parent/legal guardian consent forms for students/minors at least two weeks prior to the scheduled event and/or make such consent forms available during the provision of services. Services will only be provided to students who have signed parental/guardian consent.
- f. SNHD will be required to provide a copy of any third party Agreements that are in place for the provision of the services described in this Agreement.
- g. **Operating Schedule:** Contact the CCSD Health Services Department prior to scheduling any events at district sites for approval of type of event and site selection. Provide notice of events scheduled at schools to CCSD Health Services at least two weeks prior to the event.
- h. **Facility Use Permit:** Complete a CCSD Facility Use Permit (CCF410) for each school where services are being provided, subject to 1(b).
- i. **Publicity:** Agrees to provide notice to the CCSD Health

Services Department of any publicity taking place at, or referring to the services/operations within 24 hours of the event.

- j. Supplies: Provider is responsible for obtaining and maintaining medical supplies for service.
- k. Data: Provide an annual written report to CCSD detailing information such as types of services delivered and numbers of students and school sites impacted by July 31st of each year. The annual written report will be limited to statistical information, and will not contain personally identifiable information.
- l. Maintain and evidence to CCSD, the following insurance coverages:
  - i. Commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the State of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply. It is acknowledged that SNHD participates in the Clark County Liability Insurance Pool.
  - ii. Evidence of statutory workers compensation/employers liability in an amount no less than \$1,000,000.

SNHD will supply insurance coverage verification once per year to: CCSD Health/Related Services, Risk Management, and the Accounting Department.

#### IV. CCSD AGREES TO:

- a. Allow SNHD to offer and provide health promotion/disease prevention services to targeted populations at schools in the district. The district may recommend specific schools.
- b. Distribute project materials including notices of service and consents to parents/legal guardians.
- c. Provide a designated service delivery site at each school that has access to running water and space to accommodate portable equipment and a waiting area for recipients, as applicable.
- d. Allow students to be released from school activities for an appropriate length of time when services are provided during the school day.
- e. Assist SNHD personnel in the development of a workable schedule

to facilitate student access to services.

- f. Not release any confidential information regarding service delivery, without prior written consent from the parent/legal guardian. To the extent any confidential information is shared between the SNHD and the CCSD, the CCSD agrees to comply with the Family Educational Rights and Privacy Act ("FERPA").
- g. CCSD will maintain information obtained in furtherance of this Agreement only in student health records that are education records under FERPA and, thus, not "protected health information" under HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes.

#### V. INDEMNITY

Each party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and, to the same degree, shall hold harmless and indemnify the other party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the activities involving this Agreement.

Consistent with the above, each party shall, to the extent permitted by NRS Chapter 41, protect and defend the other party, its governing board, individual members thereof, and/ or all employees and assume all costs, expenses and liabilities of any nature to which the other party may be subjected as a result of any claim, demand, action, or cause of action arising out of the activities involving this Agreement.

The Parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorneys' fees.

#### VI. NON-DISCRIMINATION

- a. The DISTRICT, PROVIDER, and all others who from time to time may use SCHOOL PROPERTY and facilities described herein with the permission and on the terms and conditions specified by both Parties shall not discriminate in any manner against any person or persons on account of race, color, sex, sexual orientation, creed, national origin, age, or mental or physical ability, including, but not limited to, the providing of goods, services, facilities, privilege, advantages, and the holding and obtaining of employment.

#### VII. THIRD PARTY DISCLAIMER

This Agreement is made for the benefit of the Parties to the Agreement, and not for any outside party.

VIII. ASSIGNMENT

SNHD may not assign its Agreement responsibilities without the CCSD's consent.

IX. SEVERABILITY OF TERMS

It is not the intent of the Parties to violate any laws of the State of Nevada or of the United States. All Parties agree that in the event any provision of the Agreement is held by legal opinion of the Nevada Attorney General's Office or by a court of competent jurisdiction to be in contravention of such laws, all Parties will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

X. CONDITIONS OF TERMINATION

a. This Agreement shall be for a term of one (1) year from the date of execution unless the Parties agree to an extension.

b. Early Termination

This Agreement may be terminated, without cause or penalty, by either SNHD or CCSD immediately by written notice, certified mail, return receipt requested to the other party.

c. Notices

All legal notices required pursuant to this Agreement shall be in writing. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by party to whom it is directed by hand delivery or personal service, (ii) sent by U.S. mail via certified mail-return receipt requested at the following address:

Clark County School District  
Health Services Department  
3626. S. Pecos McLeod  
Las Vegas, Nevada 89121  
Attn: Diana Taylor

Southern Nevada Health District  
Joseph Iser, MD  
Chief Health Officer  
P.O. Box 3902  
Las Vegas, NV 89127

d. Entire Agreement


This Agreement sets forth the entire terms and conditions regarding services for health services between the Parties hereto and whether oral or written with respect to the service. No additions to or modifications or waivers of this Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the Parties hereto.

In Witness Whereof, the Parties hereto have executed and delivered this Agreement on

this \_\_\_\_ day of November 2013.


SOUTHERN NEVADA HEALTH DISTRICT

CLARK COUNTY SCHOOL DISTRICT

By:   
Joseph P. Iser, MD, DrPH, MSc  
Chief Health Officer

By: \_\_\_\_\_

Approved as to Form:

  
Annette L. Bradley, Esq.  
General Counsel

Approved as to Form:

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General Counsel