



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: February 4, 2021

Staff Contact: Nicki Aaker (naaker@carson.org)

Agenda Title: For Possible Action: Discussion and possible action regarding a proposed interlocal agreement between the Board of Regents of the Nevada System of Higher Education through Western Nevada College ("WNC") and Carson City, through its Department of Health and Human Services ("CCHHS"), for use of CCHHS facilities and outreach events for the purpose of providing clinical experience for nursing students through June 30, 2026 for no monetary compensation, and authorization for the City Manager to sign the agreement. (Nicki Aaker, naaker@carson.org)

Staff Summary: CCHHS is requesting approval of this interlocal agreement to provide public health and clinical nursing experience to WNC students, which is part of the required educational curriculum for nurses. By providing this educational opportunity, the City is supporting the future nursing workforce.

Agenda Action: Formal Action / Motion

Time Requested: 10 minutes

Proposed Motion

I move to approve, and authorize the City Manager to sign, the agreement as proposed.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

Nursing students are required to have clinical experience as part of the nursing education curriculum. This agreement creates a partnership between CCHHS and WNC to provide nursing students with real clinical experience in the field of public health. The instruction and supervision of the students in the nursing education program are the responsibility of WNC. Standards of nursing education shall meet the requirements of the Commission on Collegiate Nursing Education and the Nevada State Board of Nursing.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 277

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted?

Explanation of Fiscal Impact: There is no fiscal impact to the City. The faculty and students will not be compensated.

Alternatives

Do not approve the interlocal agreement or provide alternative direction to staff.

Attachments:

[WNC_Nursing_Agreement_V2.docx](#)

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

Agreement between the Board of Regents of the Nevada System of Higher Education on behalf
of Western Nevada College
And
Carson City Health and Human Services
201 N. Carson Street Carson City, NV 89701 (775) 283-7362

THIS AGREEMENT, entered into this ____ day of _____, 20__ between the Board of Regents of the Nevada System of Higher Education, on behalf of Western Nevada College ("WNC"), and Carson City, on behalf of Carson City Health and Human Services ("Agency").

WHEREAS NRS 277.110 authorizes the parties to enter into cooperative agreements and the parties hereto desire that WNC have the use of the facilities for its nursing education undergraduate and graduate program students, it is hereby agreed as follows:

I.

WNC and the Agency will jointly plan for the organization, administration, and operation of WNC nursing education at the Agency. The establishment of standards of education, WNC semesters of instruction and of clinical nursing practice, preparation of all instructional schedules and regulations, and instruction and supervision of WNC students in the nursing education program, shall be the responsibility of WNC.

II.

Schedules and other plans for instruction and nursing practice of the individual WNC student at the Agency shall be prepared by WNC faculty with the primary view of obtaining maximum educational benefits 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.

III.

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 at the Agency may be available to WNC instructors and students with advance reservation.

VI.

The maximum number of nursing students 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 WNC calendar as approved by the Board of Regents.

VIII.

The students and WNC faculty shall not be compensated by the Agency for any services in connection with this education program.

IX.

There shall be no payment nor consideration, other than those provided in the Agreement, between WNC and the Agency in connection with this education program.

X.

WNC will maintain for its officers and employees, self-insurance for general and automobile liability in amounts sufficient to meet its obligations under NRS Chapter 41. WNC 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. WNC will maintain Workers Compensation insurance for its employees. The purchase of any insurance shall not waive any of the privileges or immunities afforded WNC, or its present or former officers and employees under NRS Ch. 41. WNC shall provide Agency with proof of Liability Insurance (Medical Malpractice Insurance for nursing students).

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 \$2,000,000 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. The Agency insurance shall apply on a primary basis and include a waiver of subrogation against WNC.

Agency shall provide certificates of insurance evidencing the required insurance prior to the effective date of this contract.

XI.

Subject to the limitations set forth in NRS Chapter 41, the Agency shall indemnify, defend, and hold harmless WNC, 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 and limited to the extent of the professional liability set forth in the insurance limit set forth in Paragraph X.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, WNC, 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 WNC or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement and limited to the extent of the professional liability insurance limit set forth in Paragraph X. WNC will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. WNC's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action.

XII.

All students affiliating with the Agency will provide the following to the WNC: proof of physical exam; proof of Two-Step PPD or Chest X-Ray (with results); proof of Hepatitis B vaccine; proof of Measles titer or vaccination; proof of health insurance; and proof of current CPR certification.

All reasonable efforts will be made by WNC to insure that WNC's students and faculty 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 WNC 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.

XIV.

WNC 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.

XV.

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 WNC, any of its students or faculty, and Agency but is only an Agreement between independent contractors.

XVI.

This Agreement shall be in effect through June 30, 2026.

XVII.

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.

XVII.

All students placed as well as all WNC employees and authorized representatives subject to the Agreement, agree to comply at all times with HIPAA health care information privacy and confidentiality requirements.

As an educational institution, WNC is obligated to comply with the Family Educational Rights and Privacy Act (known as "FERPA" or the "Act") in its handling of educational records of students enrolled in their programs. Agency has agreed to provide educational training to WNC's students and as such will be an agent of WNC for the purposes of FERPA compliance. To the extent Agency generates or maintains educational records related to a student participating in the Program, Agency agrees to comply with FERPA, to the same extent as such laws and regulations apply to WNC and shall limit access to only those employees or agents with a need to know. Additionally, for the avoidance of doubt, Agency shall be able to rely on the exceptions under FERPA to share information as appropriate to resolve a health or safety emergency.

XVIII.

This Agreement shall be governed by the laws of the State of Nevada.

XIX.

WNC and the Agency shall not discriminate against any person because of race, color, creed, age, sexual orientation, national origin, sex, marital status or veteran's status as provided by law. In addition, WNC and Agency shall not discriminate against any person because of handicap under Section 504 of the federal Rehabilitation Act of 1973 or disability under the Americans with Disability Act of 1990.

In Witness Whereof, this Agreement is entered into by the Parties as of the date first set forth above.

For the Board of Regents of the Nevada System
of Higher Education on behalf of
Western Nevada College

By: _____

Title: _____

Date: _____

For Carson City on behalf of
Carson City Health and Human Services

By: _____

Title: _____

Date: _____