

ACADEMIC HEALTH INITIATIVE AGREEMENT BETWEEN

Washoe County Health District
1001 East Ninth Street
Reno, Nevada 89512

and

The Board of Regents
Of the Nevada System of Higher Education on Behalf of the
University of Nevada, Reno, School of Community Health Sciences
1001 East Ninth Street
PO Box 11130

This Agreement is made and entered into between the Washoe County Health District ("Health District") and the Board of Regents of The Nevada System of Higher Education on Behalf of the University of Nevada, Reno, School of Community Health Sciences ("University") (collectively the "Parties").

WHEREAS, Health District is the public health entity organized pursuant to Nevada Revised Statutes Chapter 439 and has jurisdiction over all public health matters within Washoe County Nevada; and

WHEREAS, Health District recognizes the quality of its services can be enhanced through organized efforts in public health education and research; and

WHEREAS, University is committed to the improvement of public health services for the residents and visitors of the State of Nevada; and

WHEREAS, Parties recognize the linkage that exists between academia and public health practice, and the shared benefits resulting from such a linkage; and

WHEREAS, Parties recognize that the quality of public health services and public health education programs will be enhanced by collaborative efforts; and

WHEREAS, Parties agree to combine efforts and activities for the formation, operation, and effective administration of an Academic Health Initiative.

NOW THEREFORE, the Parties mutually agree as follows:

I. PURPOSE/PRINCIPLES

a. The purpose of this Agreement is, through academic and educational cooperation, to establish an Academic Health Initiative ("AHI") that allows the Parties to share certain assets by aligning economic, management,

and strategic interests, thereby enhancing public health practice, instruction, research, workforce development and improving community health in Nevada.

b. In furtherance of the above-noted purpose, the Parties will adhere to the following principles:

- i. Joint efforts will have a population-health orientation and work to promote equity and social determinants of health;
- ii. Respect the unique nature and contribution of the Parties to this Agreement;
- iii. The formal education of undergraduate and graduate students shall continue to be University's sole responsibility;
- iv. Execution of public health programs at the Health District shall continue to be the Washoe County Health District's sole responsibility; and
- v. Establish clear and open communication by striving to understand each other's needs, interests, and potential contributors.

II. AUTHORITY

a. Nothing in this Agreement is intended to lessen the responsibility or restrict the authority of the Health District or University to act as provided by law or regulation.

b. NRS 277.180 authorizes public entities to contract with 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 to perform.

c. The Parties shall continue under the control of their respective officers and boards of directors or trustees, and shall remain solely responsible in all respects for the management of each party's own affairs.

III. TERM, TERMINATION, AND AMENDMENT

a. This Agreement shall become effective upon signature of this document by authorized representatives of the Health District and University and is valid for five (5) years from the latest signature, unless otherwise terminated as provided herein.

b. The Parties may terminate this Agreement by mutual written agreement. Activities in progress pursuant to specific activity agreements shall continue until concluded by the Parties in accordance with their terms or as otherwise agreed to in writing by the Parties.

c. This Agreement may be amended only by the written agreement of the Parties.

IV. PAYMENT. This Agreement does not involve the exchange of money between the Parties, except where agreed upon in writing by mutual agreement for specific activities.

V. SCOPE OF ACTIVITIES

a. Areas of joint cooperation include, but are not limited to, opportunities for:

- i. Collaborative public health professional preparation. Health District will host, as appropriate, graduate and professional students, and undergraduate students for internship according to Health District and University guidelines. Health District 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 practice and collaborative research.
- v. Collaboration on research projects, including communicating research interests, applying for joint funding, supplying letters of support, writing joint publications, and following all proper Institutional Review Board (IRB) protocols.
- vi. The Parties may participate on joint community health initiatives.
- vii. The Parties will provide technical assistance and consultation to each other as requested and when appropriate.

b. Shared resources. When appropriate, the Parties will identify areas where resources can be leveraged or shared.

c. 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 two members of University and up to two (2) members of the Health District.

- iii. The District Health Officer and the University Dean of Community Health Sciences will select their respective staff members to participate as JAC members.
 - iv. JAC members shall each name a coordinator from their respective institution to serve as a liaison for implementing this Agreement and facilitating interactions and data requests between the Parties. The coordinators may also serve as members of the JAC.
 - v. Before any activity may be implemented, the JAC shall discuss the relevant issues to the satisfaction of the Parties and enter into specific written activity agreements based on mutually agreed to objectives and outcomes.
 - vi. The JAC will annually assess the effectiveness of communication between the Parties and, as appropriate, provide recommendations.
- VI. APPOINTED OR ADJUNCT FACULTY. Health District staff may serve in non-tenure track faculty appointments at University, including adjunct and LOA appointments. Such appointments will be made at the sole discretion of University and in accordance with University's personnel policies and guidelines, including but not limited to those addressing adjunct faculty and LOA appointments. Library services and electronic access to publications shall be available to Health District staff in these appointments as allowed by University policy.
- VII. 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 Health District staff at regular cost and pursuant to applicable policies and procedures of University.
 - ii. University will assist Health District in providing graduate 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. 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.

VIII. COLLABORATIVE RESEARCH ACTIVITIES. University and Health District 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 the applicable Institutional Review Board. Each research project plan shall specify the scope of services and deliverables consistent with the purposes of the research objectives.

d. Health District 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 consultants to each other on a paid, unpaid, and/or quid pro quo basis as recommended by the JAC, and approved by University's Dean of Community Health Sciences and the District Health Officer. Consultation and technical assistance will be determined by the Parties 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 Health District, 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 AHI-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.

IX. DATA SHARING AND CONFIDENTIALITY. University and the Health District will be allowed to share data to conduct research activities, community assessments, and grant applications 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. Data security shall be maintained by the Parties
 - i. Data so shared will be maintained by the Parties in a secure network, with access limited to authorized staff within University and the Health District. Data will not be placed on laptops or other electronic media such as jump drives. Data will only be accessed by those authorized by the Parties. Computers must have password protected screen savers. Hard drives for computers that store or utilize the datasets will be reformatted before further use or destroyed.
 - ii. Further, the Parties will maintain the confidentiality and security of the information in the records in the manner required by relevant Nevada law, including but not limited to NRS and NAC 205,239, 239A, 440,457,597,603, and 603A; as well as any future changes to any of these requirements. Additionally, any publications containing aggregated data that was obtained at line-level from the datasets and aggregated by University or the Health District will be published only upon written approval by the Parties.
 - iii. Under no circumstances shall University pass on any of the data it receives from the Health District in whole or in part to any third-party unless the Health District agrees in writing in advance to the involvement of any third-party and is satisfied by the security and confidentiality procedures University and that third-party have established. Under no circumstances shall Health District pass on any of the data it receives from the University in whole or in part to any third-party unless the University agrees in writing in advance to the involvement of any third-party and is satisfied by the security and confidentiality procedures Health District and that third-party have established.

- iv. Data will be maintained by the Parties for as long as it is required for the purposes stated above. In the event that this agreement is terminated, or the data is no longer needed, the data will be destroyed or returned to the respective Parties within 10 days of the termination. Appropriate proof of the destruction of the data will be supplied to the Parties as required by each Party.

X. GENERAL PROVISIONS

a. **PUBLICITY.** Except as otherwise expressly permitted herein, the Parties shall not use the name, mark, logo, design, or other symbol of the Health District or University in the performance of their services, in their advertising, or in the production of any materials related to this Agreement, without the prior written approval of the Health District or University.

b. **INDEPENDENT ENTITIES.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Nothing herein shall create or be construed to create an employer-employee, agency, joint venture, or partnership between the Parties.

c. **GOVERNING LAW.** This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Washoe County, Nevada, as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

d. **NOTICES.** All notices permitted or required under this Agreement shall be made via U.S. certified mail, postage prepaid to the other Parties at their address set out below or subsequently advised in writing:

Washoe County Health District
1001 E. Ninth St.
Reno, NV 89512

University of Nevada, Reno
School of Community Health Sciences
Dean
1664 N. Virginia St., MS 0274
Reno, NV 89557

e. **PUBLIC RECORDS.** Parties are public entities. As such, pursuant to NRS Chapter 239, information or documents, including this Agreement and

any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.

f. NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.

g. EXECUTION IN COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

h. BREACH; REMEDIES. Failure of either University or the Health District to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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, and to a prevailing party reasonable attorneys' fees and costs.

i. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual damages arising out of this agreement for any breach shall be limited by NRS 354.626.

j. INDEMNIFICATION. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno shall indemnify, defend and hold harmless the Health District 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 the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno's indemnity obligation for actions sounding tort is limited in accordance with

the provisions of NRS 41.035.

To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Health District shall indemnify, defend and hold harmless the University, its officers, employees, and agents 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 the Health District or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The Health District will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The Health District's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035.

k. **FORCE MAJEURE.** Neither University nor the Health District shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, governmental restrictions, governmental regulations, governmental controls, act of public enemy, pandemics, epidemics or other outbreaks of diseases or other infections 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 Agreement after the intervening cause ceases.

l. **HIPAA.** The Parties acknowledge the applicability of the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 ("HIPAA") to any covered functions which may be performed pursuant to this Agreement.

m. **FERPA.** The Health District understands and agrees that all student education records regarding University's students belong to University, including those created by the Health District, that the confidentiality of all such records are protected by the Federal Family Education and Privacy Rights Act (FERPA), 20 U.S.C. § 1232(9) and as applicable, that the Health District will abide by all of FERPA's provisions, including not releasing any such records to third parties.

n. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any breach of the Agreement or its material or nonmaterial terms by the Parties shall not operate as a waiver of any of its rights or remedies as to any other breach.

o. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement 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 Agreement unenforceable.

p. ASSIGNMENT. Neither University nor the Health District shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other entity.

q. CONFIDENTIALITY. The Parties shall keep confidential all information, in whatever form, produced, prepared, observed, or received to the extent that such information is confidential by law or otherwise required by this Agreement.

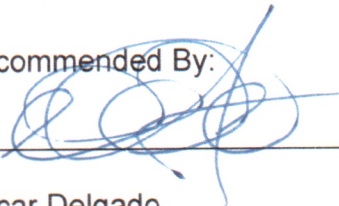
r. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of University and the Health District has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the service set forth in this Agreement.

s. ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

WASHOE COUNTY DISTRICT BOARD OF HEALTH

Recommended By:




Oscar Delgado
Chair, District Board of Health

Date: 6/24/21

IN WITNESS THEREOF, the Parties here to have caused this Agreement to be executed by their undersigned officials as duly authorized.

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

Recommended by:



Wei Yang, PhD, MD
Interim Dean, School of Public Health

Date: 07/06/2021

Approved by:



Jeff Thompson, PhD
Acting Executive Vice President and Provost

Date: 7/20/21