

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Health and Human Services
Aging and Disability Services Division
3416 Goni Road, Building D-132
Carson City, NV 89706

and

Board of Regents of the University
Nevada System of Higher Education on behalf of
The University of Nevada, Reno
1664 N. Virginia St., Clark Admin 110
Reno, NV 89557

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any 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 by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to May 1, 2021, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 90 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK

7. CONSIDERATION. Board of Regents of the University, Nevada System of Higher Education on behalf of The University of Nevada, Reno and the Aging and Developmental Services Division agree to provide the services set forth in paragraph (6) at a cost of \$0.00. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, 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.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, 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 Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

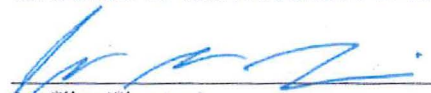
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute 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 may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

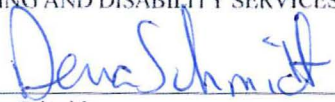
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

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

 6/27/18 Vice Provost, Undergraduate Education

Joe Cline (Signature) Date Title

AGING AND DISABILITY SERVICES DIVISION

 7/6/18 Administrator, Aging and Disability Services Division

Dena Schmidt Date Title

Approved as to form and compliance with law by:

 On 7/6/18 Date

Deputy Attorney General for Attorney General,
State of Nevada

ATTACHMENT AA SCOPE OF WORK

The State of Nevada, Department of Health and Human Services, Aging and Disability Services Division (the "Agency, Learning Site") and Nevada System of Higher Education on behalf of the University of Nevada, Reno (the "University").

The purpose of the service learning or internship learning experience ("Learning Activity") is to integrate a student's academic study with practical experience in an organization in a service learning, business, non-profit, or government setting and requires students to engage in supervised academic study through activities in an applied setting.

THE UNIVERSITY AGREES TO:

- The University shall provide coordination in facilitating communication between the University and/or faculty designee, the student, and the site supervisor for the Learning Site (the "Site Supervisor").
- The University and/or faculty designee shall be available for consultation with both the Site Supervisor and the student in the event of any disagreement or problems concerning requirements.
- The University shall assume full responsibility for planning and execution of the education phase, including curriculum, administration, faculty appointments, and customary University functions, such as granting degrees and advising students.
- The University shall advise the student of his or her responsibility to:
 - a. Participate in all training required by the Learning Site.
 - b. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
 - c. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - d. Adhere to the administrative policies, rules, standards and practices of the Learning Site.
 - e. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
 - f. Get a background check, a tuberculosis test, fingerprints and any other training and/or testing requirements if the Learning Site requires them.
- The University shall have full responsibility for the conduct of any student academic or disciplinary proceedings and shall conduct the same in accordance with all applicable codes, statutes, rules, regulations and laws.

THE AGENCY (LEARNING SITE) AGREES TO:

- **Orientation.** The Learning Site shall provide an orientation that includes a site tour, where applicable, an introduction to staff, a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients, a discussion concerning safety policies and emergency procedures, mandated reporting requirements and information detailing where student's check-in and how they log their time.
- **Site Supervision.** The Learning Site shall provide a supervised on-site experience. The Learning Site shall provide a supervisor, who shall meet with the student to provide support and to review progress on assignments and activities.

- **Training.** The Learning Site shall provide appropriate training, equipment, materials and work space for students to conduct professional activities appropriate to the Learning Activity.
- **Evaluation.** The Learning Site shall evaluate the student if request by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- **Safety:**
 - a. The Learning Site shall notify the University as soon as is reasonably possible of any injury or illness to a student participating in an activity resulting from the Learning Site activity.
 - b. The Learning Site shall not ask the student to transport any person, unless the Learning Site maintains business automobile liability insurance coverage for the student.
 - c. The Learning Site shall inform the student of any need for a background check, fingerprinting and/or a tuberculosis test, ensure that the student obtains the student's fingerprints, background check and/or tuberculosis test and maintain the confidentiality of any results as required by federal and state law.
- **Site Assessment.** The Learning Site shall permit, on reasonable notice and request, the inspection of Learning Site facilities by the University.
- The Learning Site may remove the student from placement for violating Learning Site rules or regulations and professional codes/standards for such actions as the Learning Site views as detrimental to its operations. The Learning Site shall notify immediately after final action is taken.
- **FERPA.** The Learning Site understands and agrees that all student education records regarding the University's students belong to University, including those created by the University, that the confidentiality of all such records are protected by the Federal Family Education and Privacy Rights Act (FERPA), 20 U.S.C. § 1232(g) and that the Learning Site shall abide by all of FERPA's provisions, including not releasing any such records.

BOTH THE UNIVERSITY AND AGENCY (LEARNING SITE) AGREES TO:

- The University makes no agreement to provide any specified number of students to the program at the Intern Site and the Intern Site makes no agreement to accept a specified number of students from the University.
- Each party agrees that the student will be in a learning situation and that the primary purpose of the placement is for the student's learning. While engaged in the Learning Activity, the student shall retain the status of a student working towards the fulfillment of a degree requirement. The student is not an employee, agent, independent contractor or volunteer of the University.
- The student shall not displace regular employees of the Learning Site. Nor shall the student perform any of the duties normally by a Learning Site employee except such duties that are a part of their training and are performed by the student under the direct supervision of a Learning Site employee.