



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** July 27, 2023

**RE:** *Approval of the Interlocal Agreement between the Southern Nevada Health District and the Clark County School District.*

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**PETITION # 01-24**

**That the Southern Nevada District Board of Health approve the Interlocal Agreement between the Southern Nevada Health District and the Clark County School District.**

**PETITIONERS:**

Fermin Leguen, MD, MPH, *District Health Officer* *FL*  
Lourdes Yapjoco, MSN, RN, *Director of Primary and Preventive Care* *Lif*  
Maria Gueco, BSN, RN, *Community Health Nurse Supervisor* *mg*

**DISCUSSION:**

The Interlocal Agreement allows Clark County School District (CCSD) and Southern Nevada Health District (SNHD) to provide health promotion/disease prevention services to students, CCSD staff, and/or members of the public. CCSD will provide the use of its premises and SNHD will provide healthcare services which may include general immunizations, seasonal influenza clinics, and other community health programs mutually agreed upon by both parties. Although administrative fee for services will be requested from the students, no CCSD student will be refused service for lack of payment of this fee. Services will be provided directly by SNHD, at no cost to CCSD.

**FUNDING:**

There is no funding required for this Agreement.

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

This Interlocal Agreement ("Agreement") is made and entered into between Clark County School District ("District"), a political subdivision of the State of Nevada, and Southern Nevada Health District ("Health District"), also a political subdivision of the State of Nevada (individually "Party," collectively "Parties").

**RECITALS**

WHEREAS, Nevada Revised Statutes ("NRS") Chapter 277 provides that two (2) or more public agencies may enter into an Agreement for the performance of any governmental service, activity, or undertaking which any of said agencies is authorized by law to perform; and

WHEREAS, the Parties mutually desire to enter into this Agreement pursuant to NRS Chapter 277 for the provision of health promotion/disease prevention services to students, District 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; and

WHEREAS, District and Health District agree that services will be provided directly by Health District, at no cost to District; and

WHEREAS, District and Health District agree that although an administrative fee for services will be requested from District students, no District student will be refused service for lack of payment of this fee; and

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

**I. USE OF PREMISES**

a. Health District shall use the designated location on District property in order to provide healthcare services.

b. This Agreement is the controlling document. Due to the existence of this Agreement, pursuant to District Regulation 3613 (I) (B) (3), the Health District's use of District property is not subject to all of the provisions of Regulation 3613. However, Health District's use of school property is subject to this Agreement, the requirements of NRS Chapter 277; and District Regulation 3613(II) to (VII).

c. Health District will complete a District Facility Use Permit form (CCF-410) for purposes of the activities conducted under this Agreement.

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**II. MAINTENANCE/OPERATION**

a. **Responsibility:** Health District shall be responsible to leave District property in a clean and orderly condition at the completion of use. Health District shall be responsible for the proper disposal of medical waste, blood or other bodily fluid bearing, and blood or other bodily fluid contaminated materials, and all other used medical materials in compliance with all appropriate laws and regulations.

b. **Security:** Health District shall be responsible to obtain security, as it deems appropriate.

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. Health District 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.

d. **Background Checks:** Pursuant to NRS 391.104, District Policy 4100, and District Regulation 4100, all adults who may be unsupervised with any District student or will have unsupervised Internet or telephone contact with any District student is required to undergo a District-specific background check prior to being allowed to have any student contact. Fingerprints must be submitted by all adults to which this applies as soon as practicable following the execution of this Agreement. The expenses of such background checks will be borne by Health District. In its sole discretion, and for any reason or no reason, District may refuse to permit any adult from contacting, communicating with, or providing services to any student.

e. **Protection of Children:** To the extent any third-party staff or volunteers facilitated by Health District are used, they must never be alone with children/students unless they have followed the procedures set forth above. These individuals must be accompanied by either a Health District employee or another District-badged adult.

**III. HEALTH DISTRICT RESPONSIBILITIES:**

a. **Services:** Provide health promotion/disease prevention services to District students, District 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 aftercare will be provided to parents/guardians or other members of the general public receiving services. No reproductive services or family planning will be provided.

b. **Staffing for the Provision of Services:** Staff may include Health District employees or third-party staff facilitated by Health District. Health District will be responsible for any third-party staff and volunteers and is solely responsible for any applicable laws, regulations, taxes,

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and insurance requirements including, but not limited to, payroll taxes, workers compensation, unemployment, liability insurance, and background check requirements.

c. **Safety:** Follow established technical procedures, in conformity with community standards, for the provision of services.

d. Health District 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. Health District acknowledges that it is solely responsible for its compliance with HIPAA. As described in Section III(k) below, Health District will not share Protected Health Information (PHI) or Personally Identifiable Information (PII) with District. Health District agrees to instruct/train its representatives, officers, agents, and employees regarding all applicable confidentiality laws and rules.

e. **Communication:** Provide parent/guardian consent forms for District students 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 written parental/guardian consent.

f. Health District will be required to provide District with a copy of any third-party contracts that are in place for the provision of services described in this Agreement.

g. **Operating Schedule:** Health District will contact District Health Services Department prior to scheduling any events at District sites for approval of type of event and site selection. Additionally, Health District will provide notice of events scheduled at schools to District Health Services at least two weeks prior to the event.

h. **District Facility Use Permit:** Health District will complete a District Facility Use Permit for each District site where services are being provided.

i. **Publicity:** Health District agrees to provide notice to District Health Services Department of any publicity taking place at or referring to the services/operations contemplated herein within twenty-four (24) hours of the event.

j. **Supplies:** Health District is responsible for obtaining and maintaining its own office and medical supplies for services provided.

k. **Data:** Provide a mid-year and an annual written report to District detailing aggregate information, such as types of services delivered and numbers of students and school sites impacted. The mid-year and annual written report will be limited to statistical information, and will not contain PHI or PII. This information will be collected twice yearly from July 1 through December 31, and January 1 through June 30, with reports due by the end of the following month.

l. Maintain and provide evidence to District, the following insurance coverages:

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i. Commercial general liability insurance, or shall self-insure, in accordance with NRS. 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.

ii. Evidence of statutory workers compensation/employers liability in an amount no less than \$1,000,000.00.

m. Health District will supply insurance coverage verification once per year to: The Clark County School District Health Services Department, Risk and Environmental Services Department, and the Business and Finance Unit.

**IV. DISTRICT RESPONSIBILITIES:**

a. Allow Health District to offer and provide health promotion and disease prevention services to targeted populations at District locations. The Parties must agree on specific District sites where services will be provided.

b. Distribute project materials, including notices of service and consent to parents/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 Health District 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/guardian. To the extent any confidential information is shared between Health District and District, District agrees to comply with the Family Educational Rights and Privacy Act (FERPA).

**V. INDEMNITY**

a. Each Party shall be responsible for its own negligence subject to the limitations on liability provided under NRS 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 indemnifying Party's negligence in the performance of this Agreement.



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b. The Parties agree that in the event of a dispute, absent court order, each Party will bear its own costs of litigation and attorney's fees.

**VI. NON-DISCRIMINATION**

The Parties shall not discriminate in any manner against any person or persons on account of race, color, sex, sexual orientation, gender identity or expression, creed, national origin, age, or mental or physical ability, or status as a disabled veteran, or veteran of the Vietnam era relative to the provision of goods, services, facilities, privilege, advantages, and the holding and/or 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**

Health District may not assign its contract responsibilities without District's consent.

**IX. NON-EXCLUSIVITY**

This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. Health District may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as Health District sees fit, so long as the performance of such services does not interfere with Health District's performance of obligations under this Agreement.

**X. SEVERABILITY OF TERMS**

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.

**XI. 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 Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

**XII. STATEMENT OF ELIGIBILITY**

Each Party acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither it nor any of its respective employees/contractors is/are: i)

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currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

**XIII. PUBLIC RECORDS**

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.

**XIV. MUTUAL COOPERATION**

a. The Parties agree to cooperate fully in furtherance of this Agreement and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of services hereunder.

b. The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

**XV. STATUS OF PARTIES; INDEPENDENT CONTRACTOR**

Health District will provide services under this Agreement as an independent contractor. Nothing in this Agreement or the relationship between the Parties will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, or to create a co-employment or joint employer relationship.

**XVI. 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.

**XVII. TERM AND TERMINATION**

This Agreement shall be effective on the date of the last signature affixed hereto (Effective Date), shall be for a term of five (5) years from the Effective Date unless terminated sooner pursuant to the terms and conditions herein. This Agreement may be extended upon mutual written agreement by the Parties.

a. **Early Termination:** This Agreement may be terminated, without cause or penalty, by either Party upon the other Party's receipt of written notice sent pursuant to the below Subsection b.

b. **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 the Party to whom it is directed by hand delivery or personal

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service, and (ii) sent by U.S. mail via certified mail-return receipt requested at the following  
address:

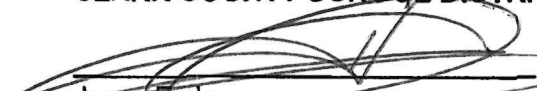
Clark County School District  
Health Services Department  
3626 Pecos-McLeod Interconnect  
Las Vegas, Nevada 89121  
Attn: Sheri McPartlin

Southern Nevada Health District  
Contract Administrator, Legal Department  
280 S. Decatur Blvd  
Las Vegas, Nevada 89107

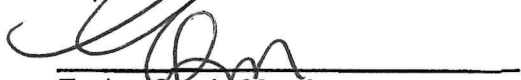
c. Entire Agreement: This Agreement together with any documents referred to herein sets forth the entire terms and conditions regarding services for health services between the Parties hereto and supersedes all prior agreements, representations, and understanding whether oral or written with respect to the services contemplated hereunder. 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 as of the Effective Date.

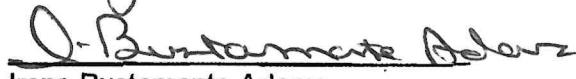
**CLARK COUNTY SCHOOL DISTRICT:**

  
\_\_\_\_\_  
Jesus H. Jara  
Superintendent of Schools

6-14-23  
\_\_\_\_\_  
Date


  
\_\_\_\_\_  
Evelyn Garcia Morales  
President, Board of Trustees

6/8/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Irene Bustamante Adams  
Clerk, Board of Trustees

6/8/2023  
\_\_\_\_\_  
Date

**Approved as to Form:**

  
\_\_\_\_\_  
Luke Puschnig  
General Counsel

 Reviewed by  
Carrie Bourdieu, Esq. (OGC)

5-22-23  
\_\_\_\_\_  
Date



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**SOUTHERN NEVADA HEALTH DISTRICT:**

\_\_\_\_\_  
Fermin Leguen, MD, MPH  
District Health Officer

\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
Heather Anderson-Fintak, Esq.  
General Counsel  
Southern Nevada Health District

\_\_\_\_\_  
Date