

**CONTRACT BETWEEN METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH AND THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF NEVADA, RENO.**

This Agreement is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN BOARD OF HEALTH**, a municipal corporation of the State of Tennessee (hereinafter referred to as "**MPHD**") the **Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno** and (hereinafter referred to as "**SCHOOL**").

WHEREAS, **SCHOOL** is engaged in the higher education and training of students in various professions through its Masters of Public Health program and is in need of experience opportunities for its students; and

WHEREAS, **MPHD** has a wide range of non-clinical public health experiences available to appropriate students.

NOW THEREFORE, in consideration of the mutual benefits, the parties agree as follows:

**I. GENERAL PROVISIONS**

- 1.1 At least one month prior to the beginning of each non-clinical public health internship experience (hereinafter referred to as a "Program"), the start date and length of the Program will be mutually agreed upon by the parties.
- 1.2 The number of students eligible to participate in the Program will be mutually determined by the parties at least one month prior to the beginning of the Program and, thereafter, may only be altered by mutual agreement of the parties.
- 1.3 Factors to be considered by the parties in determining start dates, program length and student numbers shall be: (i) the number of staff members available to train students; (ii) the work-load of staff members; and (iii) the vacation schedule of staff members.
- 1.4 **SCHOOL** and **MPHD** will designate and submit in writing to the other the name of the person to be responsible for coordination of the Program on its behalf. Those persons will be called 'Program Coordinators'. **SCHOOL** and **MPHD** will notify the other in writing of any change or proposed change of their respective Program Coordinator.

- 1.5 Recognizing that the specific requirements of non-clinical public health internship experience may vary from program to program, **SCHOOL** and **MPHD** agree, that following execution of this Agreement, their respective Program Coordinators may develop written guidelines to formalize operational details of a particular program so long as such guidelines fully comply with the terms of this Agreement.

## II. RESPONSIBILITIES OF SCHOOL

- 2.1 **SCHOOL** will assign to **MPHD** students enrolled in its Masters of Public Health program for the purpose of receiving non-clinical public health instruction and experience.
- 2.2 **SCHOOL** shall ensure that students are properly trained on all applicable patient privacy laws and regulations, including, but not limited to, HIPAA, as defined below.
- 2.3 **SCHOOL** will establish the criteria for evaluating the quality of student performance in the Program.
- 2.4 **SCHOOL** shall assign grades for the non-clinical public health internship performance of each student based upon their quality of performance as determined by **MPHD** and **SCHOOL's** Program Coordinators.
- 2.5 Prior to a student's arrival at **MPHD**, **SCHOOL** will provide **MPHD** with the name of the student and an executed copy of the Student Clinical Affiliation Agreement for each student assigned to **MPHD**.
- 2.6 Prior to a student's arrival at **MPHD**, **SCHOOL** will provide the student with a copy of **MPHD's** orientation materials and **MPHD's** written regulations which will govern the student's activities while at **MPHD**.
- 2.7 Prior to the arrival of a student at **MPHD**, **SCHOOL** is responsible for supplying any additional information furnished or required by **MPHD**, provided the information is not otherwise protected by **SCHOOL** policy, state or federal law. **In the event School believes information is otherwise protected from disclosure, SCHOOL** shall disclose to **MPHD** the nature of any such information, and identify the **SCHOOL** policy, state, or federal law **SCHOOL** it believes protects the information. **MPHD** may decline any student for whom **SCHOOL** does not provide such information whether or not the information is protected.
- 2.8 **SCHOOL** shall maintain Allied Health Malpractice insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate for all Program students and their supervisors and will provide **MPHD** with a certificate of insurance evidencing such coverage.

- 2.9 Prior to a student's arrival at **MPHD**, **SCHOOL** will advise students assigned to **MPHD** that **MPHD** requires the students to have appropriate health insurance coverage prior to placement with **MPHD** and the student will not be placed at **MPHD** without said insurance.
- 2.10 Prior to a student's arrival at **MPHD**, **SCHOOL** shall provide **MPHD** with proof that for each assigned student, the student has: (i) completed a recent physical examination demonstrating the student's ability to perform the essential functions of the job (with or without reasonable accommodations); (ii) completed a pre-placement drug screen and two-step TB testing; (iii) obtained proof of exposure to or vaccination against Rubella, Rubeola and Varicella; and (iv) offered the student the option of receiving Hepatitis B vaccine.
- 2.11 **SCHOOL** shall notify its students that for the purpose of workers' compensation claims, the students are not considered employees of **MPHD** and **MPHD** shall not be responsible for any accident or job related injury or illness incurred by any student as a result of the student's participation in the Program at **MPHD**.
- 2.12 **SCHOOL** agrees that all its faculty are employees of **SCHOOL** and shall be covered by **SCHOOL**'s workers' compensation insurance for any accidents or related injury or illness incurred by any faculty of **SCHOOL** as a result of their participation in the Program at **MPHD**.
- 2.13 **SCHOOL** will enforce the rules and regulations governing students that are established by **MPHD** to the extent the rules and regulations do not violate state or federal law.
- 2.14 **SCHOOL** shall immediately remove a student from the Program upon the written request of **MPHD** made in accordance with Section 3.7, below.
- 2.15 **SCHOOL** shall comply with all federal, state and local laws and/or regulations relative to its activities in Tennessee.

### **III. RESPONSIBILITIES OF MPHD**

- 3.1 **MPHD** shall coordinate supervision of each student's non-clinical public health educational experience with **SCHOOL**.
- 3.2 **MPHD** shall conduct an orientation process to familiarize students with their responsibilities and with their work environment before beginning Program activities.

- 3.3 **MPHD** will provide an environment within which a student may benefit from the non-clinical public health experience opportunities offered by **MPHD**.
- 3.4 **MPHD** will maintain records and reports on each student's performance as specified by **SCHOOL**.
- 3.5 **MPHD**, in a timely manner, shall provide **SCHOOL** with an evaluation on each student on forms provided by **SCHOOL**.
- 3.6 **MPHD** will provide **SCHOOL** with a copy of its orientation materials and its written regulations which will govern the student's activities while at **MPHD**.
- 3.7 **MPHD**, by written request, may require **SCHOOL** to withdraw from the Program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within **MPHD**, whose conduct may have a detrimental effect on the working of the health department, who fails to adhere to **MPHD**'s existing policies, rules and regulations, or whose health status is a detriment to the student's successful completion of the Program.

#### **IV. TERMINATION**

- 4.1 Term of Agreement. The term of this contract will begin on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. The initial contract term will end sixty (60) months from the beginning date unless terminated sooner as set forth in Section 4.2, below.
- 4.2 Termination. Either party hereto may terminate this Agreement, without cause, upon giving the other party ninety (90) days written notice of such intention to terminate. However, any such termination shall not be effective as to a student who at the date of notice is actively participating in a Program until such student has completed the program.
- 4.3 Lack of Funding. Should funding be discontinued affecting METRO's ability to perform its obligations in this Agreement, METRO shall have the right to terminate this Contract immediately upon written notice to **SCHOOL**.

#### **V. MISCELLANEOUS**

- 5.1 Background Checks. **SCHOOL** shall notify students that criminal background checks are required by **MPHD**. It shall be the student's responsibility to make timely arrangements for the background check, to pay all costs associated with such checks, and to provide the results to **MPHD**.

- 5.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 5.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. If an assignment does occur in accordance with this Agreement, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 5.4 Authority. **SCHOOL** warrants and represents to **MPHD** that the person signing this Agreement has authority to execute the Agreement.
- 5.5 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 5.6 Confidentiality. All patient records and all **MPHD** statistical, financial, confidential, and/or personnel data received, stored or viewed by **SCHOOL** shall be kept in the strictest confidence by **SCHOOL** and its students.
- 5.7 Controlling Agreement. This document, as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Accepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 5.8 Fiscal Fund Out Clause. This Agreement shall terminate and **MPHD's** obligations under it shall be extinguished at the end of any of **MPHD's** fiscal years in which **MPHD's** governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Notwithstanding any other provision, term or condition of this Agreement, pursuant to Article 9, Section 3 of the Nevada Constitution, **SCHOOL** may terminate this Agreement in the event of any funding authority fails to appropriate funds to enable the obligations of this Agreement to be fulfilled. Such termination shall be effective thirty (30) days after receipt of written notice from **SCHOOL** to terminate pursuant to this Section. **SCHOOL** shall not be considered in default of any provision, term or condition of this Agreement by terminating pursuant to this Section.

- 5.9 Interpretation. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party.
- 5.10 Non-Discrimination. Neither party shall discriminate against any person on the basis of age, color, disability, gender, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation or any other class protected by law or regulation.
- 5.11 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

All notices to MPH D shall be mailed or hand delivered to:

Michael Caldwell, MD, Director  
Metropolitan Public Health Department  
2500 Charlotte Avenue  
Nashville, TN 37209

Notices to School shall be emailed, mailed, or hand delivered to:

David K. Shintani, Vice Provost, Undergraduate Education  
University of Nevada, Reno  
1664 N. Virginia Street Clark Admin 110 Reno, Nevada 89557  
Telephone No.: 775-784-1740  
Email: shintani@unr.edu

- 5.12 Publicity. Neither MPH D nor SCHOOL shall cause to be published or disseminated any advertising materials', either printed or electronically transmitted which identify another party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 5.13 Relationship of Parties. None of the provisions in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting on an equal basis with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, franchisee, employer, representative, partner or joint venture of the other, nor shall either party represent to any other person or entity that the relationship created by this Agreement is anything other than as described in this paragraph.

- 5.14 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 5.15 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. **MPHD** and/or **SCHOOL**, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 5.16 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right. No waiver of any term or provision in this Agreement shall be valid unless such waiver is in writing.
- 5.17 Health Insurance Portability and Accountability Act Requirements. To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as codified at 42 U.S.C. Section 1320d and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of the Agreement.
- 5.18 Family Educational Rights and Privacy Act. The parties agree to comply with the Family Educational Rights and Privacy Act of 1974 ("FERPA"), and all requirements imposed by or pursuant to regulation of the Department of Education and the **SCHOOL** to the end that the rights and privacy of the students enrolled at the **SCHOOL** are not violated or invaded. No access to individual student data shall be granted by the parties to any other person, agency or organization without the written consent of the student, except for sharing with other persons within the **SCHOOL** or **MPHD**, so long as those persons have a legitimate interest in the information

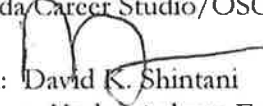
*Signature page follows.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

**SCHOOL:**

The Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno

By:   
Nevada Career Studio/OSCLE

Approved:   
David K. Shintani  
Vice Provost, Undergraduate Education

Date: 9/28/2020

Sworn to and subscribed to before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, [Year],

by \_\_\_\_\_, the \_\_\_\_\_ of School

and duly authorized to execute this instrument on School's behalf.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



**IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:  
Michael Caldwell  
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Director, Metro Public Health Department

\_\_\_\_\_ Date

DocuSigned by:  
Alex Jahangir  
7F973F49A06A4DF...  
Chair, Board of Health

\_\_\_\_\_ Date

**APPROVED AS TO AVAILABILITY OF FUNDS:**

DocuSigned by:  
Kevin Crumboltz  
6ACD297009E14E9...  
Director, Department of Finance

<sup>DS</sup>  
Rh <sup>DS</sup>  
TE

\_\_\_\_\_ Date

**APPROVED AS TO RISK AND INSURANCE:**

DocuSigned by:  
Balogun Cobb  
68804BF12FD741C...  
Director of Risk Management Services

\_\_\_\_\_ Date

**APPROVED AS TO FORM AND LEGALITY:**

Matthew Garth  
Metropolitan Attorney

\_\_\_\_\_ Date

**FILED:**

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_ Date



NEVADA SYSTEM OF  
HIGHER EDUCATION

## NEVADA SYSTEM OF HIGHER EDUCATION PROOF OF SELF-INSURANCE COVERAGE

The Board of Regents of the Nevada System of Higher Education are often requested by outside parties to provide evidence of insurance coverage in conjunction with agreements and contracts negotiated by its employees on NSHE campuses. Examples of situations where the campuses may be required to provide evidence of insurance include:

- Using an off-campus location to host an event, ceremony, athletic event, theatre production, practice space, job fair, educational outreach event, etc.
- Leasing or renting equipment, motor vehicle(s), or real estate
- Research grant sub-awards
- Affiliation (non-healthcare/medical related) and Professional Services Agreements

The Nevada System of Higher Education is self-insured for General, Automobile and Professional liability exposures funded by the State of Nevada. The NSHE Risk Management office has developed a Certificate of Self-Insurance Coverage document to illustrate the self-funded retention levels maintained for each liability program. **Under the self-insurance program, NSHE is not able to issue individual certificates of insurance or add an Additional Insured.**

The self-insurance program is administered by the Nevada Attorney General's Office. Claims are handled in accordance with Chapter 41 of the Nevada Revised Statutes. NRS 41.035 limits the amount of damages that can be awarded against an employee of the NSHE to \$150,000 per cause of action. This cap applies to claims brought under Nevada, in a Nevada Court. It does not apply to claims brought in federal court or in another state.

The State of Nevada and NSHE have a Public Entity Retained Limit Liability Policy in excess of the \$5,000,000 SIR. A certificate of insurance and additional insured status may be available under the Special General Liability Policy for situations where the campuses are required to provide evidence of insurance outside of Nevada; or for agreements requiring limits of insurance over the \$5,000,000 SIR.

Please contact the Risk Manager at the specific NSHE campus where you are contacting if you have insurance coverage questions:

- <https://www.unr.edu/bcn-nshe> (UNR, TMCC, WNC, GBC, DRI)
- <https://rms.unlv.edu/> (UNLV, CSN, NSC)

CERTIFICATE OF SELF-INSURANCE COVERAGE						
<b>Board of Regents of the Nevada System of Higher Education</b> <b>Risk Management Dept, Mail Stop 014</b> <b>2601 Enterprise Rd.</b> <b>Reno, NV 89512</b> <b>775-784-3472</b>		This Certificate is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Certificate. This Certificate may only be copied, printed and distributed by an authorized viewer for its internal use. Any other use, duplication or distribution of the Certificate without the written consent of the Board of Regents of the Nevada System of Higher Education is prohibited.				
<b>ENTITIES AFFORDING COVERAGE</b>						
COMPANY LETTER <b>A</b> <b>Board of Regents of the Nevada System of Higher Education</b>						Participation <b>100%</b>
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITIES DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO THE PROVISIONS OF THE NEVADA REVISED STATUTES, CHAPTER 41.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURENCE	Self-Insured	Sept 1, 2020	Aug 30, 2021	GENERAL AGGREGATE PRODUCTS – COMP/OP AGG PERSONAL & ADV INJURY CONTRACTUAL LIABILITY EACH OCCURRENCE	\$ NOT APPLICABLE \$ 5,000,000 \$ 5,000,000 \$ 5,000,000 \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	Self-Insured	Sept 1, 2020	Aug 30, 2021	COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	\$ NOT APPLICABLE \$ 5,000,000 \$ 5,000,000 \$ 5,000,000
	<b>PROPERTY</b> <input type="checkbox"/> FIRE & EXTENDED PERILS				EACH OCCURRENCE AGGREGATE AGGREGATE	\$ \$
	<b>WORKERS' COMPENSATION &amp; EMPLOYERS LIABILITY</b>				STATUTORY LIMITS EACH ACCIDENT DISEASE – POLICY LIMIT DISEASE – EACH EMPLOYEE	\$ \$ \$ \$
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:</b>						
<b>CERTIFICATE HOLDER:</b> <b>APPLICABLE PARTY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT</b>			<b>CANCELLATION:</b> SHOULD THE REGENTS ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE REGENTS WILL UPDATE PROOF OF SELF-INSURANCE ON ITS WEBSITE. THE REGENTS SHALL NOT BE OBLIGATED TO PROVIDE INDIVIDUAL NOTICE TO VENDORS OR OTHERS.			
<b>PROOF OF SELF-INSURANCE</b>			<b>BY:</b>  <i>Lisa Schuller</i>  NSHE, Executive Director of Insurance & Loss Management			

AUTHORIZED REPRESENTATIVE