

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement (this “Agreement”) is made by and between the City of Las Vegas on behalf of the Department of Fire and Rescue (“Facility”) and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (“University”).

This Agreement is effective as of the last date any authorized signatory affixes his/her signature below (“Effective Date”).

WHEREAS, University desires to offer its students (“**Students**”) in its social work program learning experience through the application of knowledge and skills in patient and/or client centered clinical situations;

WHEREAS, Facility is an organization providing emergency medical services and necessary community services for community members identified through emergency response teams; and, as such, Facility has the capability of providing Students in the social work program with such training and practical experience and has agreed to make its facility available for such purposes; and

WHEREAS, University and Facility desire to provide in writing a full statement of their respective rights, obligations, and duties in connection with their mutual agreement to cooperate to further the above-described purposes.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

I. RESPONSIBILITIES OF UNIVERSITY

A. University shall be responsible for providing classroom theory and practical instruction to the Students prior to the Students beginning their learning experience (“Program”) with Facility.

B. University shall be responsible for providing orientation of its students to the experience at Facility.

C. University shall be responsible for planning and implementing the Program and shall be responsible for the preparation of Student assignments and rotation plans in coordination with Facility.

D. University shall be responsible for the preparation of student/patient assignments and rotation plans for each student and will coordinate such assignments and rotations with Facility.

E. University shall make all reasonable efforts to ensure that the Students comply with all applicable rules, regulations and professional ethics of Facility.

F. University shall maintain oral and written communication with Facility regarding Student performance and evaluation, absences and assignments of Students, and other pertinent information.

G. University shall be responsible for evaluating its students’ performance at Facility.

H. University shall designate a representative who will act as a liaison between University, Facility and the Students.

I. University shall be responsible for establishing and providing evaluation criteria of Students to Facility. University shall be responsible for assigning grades for each Student's performance in the Program.

J. University shall retain the discretion of withdrawing any Student whose work or conduct may have a detrimental effect on the Program or whose progress and achievement do not justify his or her continuance in the Program.

K. University shall be responsible for requiring each Student to sign a Statement of Responsibility in the form attached hereto as **Exhibit "A"** and a Statement of Confidentiality in the form attached hereto as **Exhibit "B."**

L. University shall advise the Students to have appropriate medical insurance coverage that will adequately cover them for any injury or illness which may result from their participation in the Program.

M. Prior to any Student participating in the Program, University shall provide verification to Facility, upon request, that the Student has submitted evidence of such health insurance.

II. RESPONSIBILITIES OF FACILITY

A. Facility shall accept the Students assigned to the Program by University and cooperate in the orientation of all Program participants at the Facility.

B. Facility shall provide opportunities for the Students to observe and assist in various patient and/or client care responsibilities. However, responsibility for the care of patient and/or client remains at all times with Facility.

C. Upon the request of the University, Facility shall assist University in evaluating the performance of each Student. Facility agrees, however, that University remains solely responsible for the evaluation and grading of the Students.

D. Facility shall treat any evaluation of the Students in confidence and will not release or disclose such information to third parties without the written consent of the Student, by a court order from a court of competent jurisdiction or required by the laws of the State of Nevada. Facility shall inform University of all such requests or court orders. Facility shall maintain confidentiality of records and reports relating to each Student's proof of immunization, background check results, drug screen results, health insurance, etc.

E. Facility shall designate a representative who will act as a liaison between University, Facility and the Students.

F. Upon execution of this Agreement, Facility shall provide University with copies of all applicable rules, regulations and professional ethics of Facility, as each may be amended from time to time.

G. Facility will be responsible for arranging immediate emergency care for Students in the Program in the event of an accident or injury or illness, while Students are receiving training at Facility's premises. Except for the negligent or intentional acts or omissions of Facility, its directors, officers, employees or agents, Facility shall not be responsible for any costs involved in providing such emergency care, follow-up care or hospitalization to the Student, nor shall University.

III. MUTUAL RESPONSIBILITIES

University and Facility shall cooperate to fulfill the following responsibilities:

A. University and Facility will jointly plan for the organization, administration and operation of the clinical learning experiences which University desires for the Students.

B. University and Facility shall each inform the Students that their participation in the Program does not entitle them to future employment with University or Facility.

C. University and Facility shall each inform the Students that they are not employees of Facility and as such are not eligible for wages, workers' compensation, unemployment compensation taxes or other benefits otherwise available to Facility employees for any services provided in connection with the Program.

D. University and Facility shall jointly determine the maximum number of students assigned to the Facility after consideration of the facilities and the adequacy, extent and variety of cases available.

IV. HEALTH OF STUDENTS

All Students shall provide evidence of a medical examination acceptable to Facility prior to their participation in the initial experience in the Program. Students shall be responsible for arranging for their medical care and/or treatment, if necessary, including transportation, in case of illness or injury while participating in the Program with Facility. Except as provided for in Exhibit A attached hereto, Facility shall not be financially responsible or otherwise responsible for said medical examination, medical care and treatment of the Students, nor shall University.

V. WITHDRAWAL OF STUDENTS

A. Facility may immediately remove any Student from a hospital or clinical site if he/she poses an immediate threat or danger to Facility personnel or patients or to the quality of medical services or for unprofessional behavior.

B. Facility may request University withdraw a Student from the Program when his/her performance is unsatisfactory to Facility or his/her behavior, in Facility's discretion, is disruptive or detrimental to Facility and/or its patients. In such event, the Student's participation in the Program shall cease immediately. Facility acknowledges and understands, however, that only University can dismiss a Student from the Program.

VI. FEE SCHEDULE AGREEMENT

Neither Facility nor University shall charge the other for services provided pursuant to this Agreement.

VII. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a term of **three (3) years**, unless terminated sooner as set forth in Section B below.

B. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Said termination shall be no later than thirty (30) days before the end of the then current semester, thus allowing the Students to complete the Program during the semester in which the termination notice is given.

VIII. INSURANCE AND INDEMNIFICATION

A. University will maintain medical malpractice insurance for the Students in the minimum amount of One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate. This minimum amount may represent coverage in any combination of primary and excess amounts, and University shall provide Facility with a certificate of insurance evidencing that this coverage has been obtained.

B. Facility is self-insured against liability as authorized by Nevada Revised Statutes ("NRS") 41.038. Facility acknowledges that it maintains self-insurance to insure its officers and employees against tort liability. Facility shall provide University with a certificate of its self-insurance.

C.

To the extent limited in accordance with Nev. Rev. Stat. ("NRS") 41.035 to 41.039, University shall indemnify, defend and hold harmless Facility from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, arising either directly or indirectly from and any act or failure to act by University or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. University will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. University's indemnity obligation for actions surrounding tort is limited in accordance with the provisions of NRS Chapter 41.

F. To the extent limited in accordance with NRS 41.035 to 41.039, Facility hereby agrees to indemnify, defend, save and hold harmless University, 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, arising either directly or indirectly from any act or failure to act by Facility or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. Facility's indemnity obligation for actions surrounding tort is limited in accordance with the provision of NRS Chapter 41.

G. The provisions of this Article VIII, Section C above shall survive termination or expiration of this Agreement, in accordance with the applicable statute of limitations.

H. In the event that each of the parties is found to be at fault, then each party shall bear its own costs and attorney's fees and its proportionate share of the judgment or settlement based on its percentage of fault.

I. Facility shall have in place workers' compensation insurance as required by state law.

IX. ACCESS.

Upon University providing three (3) business days prior notice, Facility agrees to provide University reasonable access and authority to investigate on site and to obtain such information from Facility as may be required to defend the University and its officers or employees from claims or litigation arising from activities under this Agreement.

X. FERPA

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("**FERPA**"), and that the Student's permission must be obtained before releasing specific student data to anyone other than University.

XI. NO DISCRIMINATION

Neither University nor Facility shall discriminate on the basis of race, national origin, religion, sex, sexual orientation, age, marital status, disability or veteran status in either the selection or participation of Students in the Program. With respect to disability, however, the disability must not be such as would, even with reasonable accommodation, prevent the Students from performing the essential requirements of the Program.

XII. CONFIDENTIALITY

Unless authorized by the Open Records Law in NRS, University agrees to keep strictly confidential and hold in trust all confidential information of Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Facility.

XIII. ENTIRE AGREEMENT

This Agreement and its accompanying Exhibit contain the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, contracts, and understanding, oral or written, and all other communications between the parties relating to such subject matter.

The terms and conditions of this Agreement may be amended only by written instrument executed by both parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

XIV. PUBLICITY

Neither University nor Facility shall use any name, mark, logo, design or other symbol of the other party in the performance of its services, in its advertising, or in the production of any materials related to this Agreement, without the prior written approval of the other party.

XV. 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 venturer 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.

XVI. 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. Facility and/or University, 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.

XVII. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

XVIII. NO WAIVER

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

XIX. CAPTIONS

The captions contained herein are for reference purposes only and shall not affect the meaning or interpretation of provisions of this Agreement.

XX. BINDING EFFECT AND ASSIGNMENT

This Agreement, along with its benefits and obligations, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. No portion of this Agreement may be assigned, in whole or in part, by any party hereto without the prior written consent of the other party.

XXI. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement. Any and all disputes arising out of or in connection with this Agreement shall be litigated only in a court of competent jurisdiction in Clark County, State of Nevada, and the parties hereby expressly consent to the jurisdiction of said court.

XXII. NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties as follows:

If to University:

University of Nevada, Las Vegas
Greenspun College of Urban Affairs
School of Social Work
ATTN: Margherita Jellinek , MS, ACSW
Field Director, UNLV School of Social Work
Kevin Miyasato, LCSW
Associate Field Director, UNLV School of Social Work
4505 S. Maryland Parkway, Box 455032
Las Vegas, Nevada 89154-5032

If to Facility:

City of Las Vegas Department of Fire and Rescue
ATTN: Sarah McCrea
500 N. Casino Center Blvd
Las Vegas, Nevada 89101

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of Effective Date.

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

J. Pontreale 7/23/13
Date

**Board of Regents of the Nevada System of Higher Education,
on behalf of the University of Nevada, Las Vegas**

Recommended by:

Joanne Thompson
Joanne Thompson
Director, UNLV School of Social Work

David Henry
David Henry
Dean, UNLV Greenspun College of Urban Affairs

Approved:

John V. White FJV
John V. White
Executive Vice President and Provost

8/2/13
Date

EXHIBIT A

STUDENT STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided me in the form of learning experience City of Las Vegas Department of Fire and Rescue, under the Affiliation Agreement (the "Agreement") between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas ("University") and Facility,

I, _____, a student at the University of Nevada, Las Vegas on my own behalf and on behalf of my heirs, assigns and personal representative (if deceased), do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss (including death) sustained by me while participating in the Program operated by University and Facility, unless such injury or loss (including death) arises solely out of the negligence or willful misconduct of Facility or University or their respective directors, officers, employees, or agents.

I will abide by Facility's Code of Conduct and all of Facility's policies, procedures, rules and regulations throughout the Program. I will notify both University and designated Facility representative (liaison) if, for any reason, I am unable to report for a scheduled hospital or clinical site or to participate in the Program.

If applicable, I agree to provide health records requested by Facility, including proof of required immunizations and tests as set forth in the Agreement, to which this Student Statement of Responsibility is being attached as an Exhibit. I also agree to provide proof of other immunizations, including, but not limited to MMR, hepatitis B, and tuberculosis screening as requested by Facility in order for me to participate in the Program. Upon request, I further agree to provide documentation to Facility evidencing my health insurance in effect throughout the period of the Program. I also agree that I may be required to undergo drug testing prior to, as well as during, my participation in the Program, as set forth in the Agreement to which this Student Statement of Responsibility is being attached as an Exhibit. I hereby authorize University and Facility access the results of all such drug testing.

I also agree that I am solely responsible for my maintenance, support and living expenses and transportation to and from any clinical site or hospital as assigned by Facility throughout the period of the Program.

I hereby acknowledge and agree that the State of Nevada, including its Board of Regents of the Nevada System of Higher Education, Facility, and their respective directors, officers, employees and agents (in their individual and official capacities) will not defend, indemnify or otherwise compensate and/or reimburse me for any acts or omissions committed by me which are found to be outside the scope of the Program.

I understand and agree that my status with Facility throughout the Program is that of a Student receiving education. For this reason, I can have no expectation of receiving compensation from, or future employment with, either Facility or University.

I hereby acknowledge and agree that I have been offered the opportunity (if desired) to consult with my own attorney concerning the contents of this Student Statement of Responsibility before signing it.

I warrant that I am at least 18 years of age; that I have read and understand the contents of this statement; and that I sign it freely and without reliance upon any representations or promises by the State of Nevada, including its Board of Regents of the Nevada System of Higher Education, Facility or their respective directors, officers, employees or agents.

Dated this _____ day of _____, 2013.

Signature of Student

EXHIBIT B

STUDENT CONFIDENTIALITY STATEMENT

I, _____, a student at the University of Nevada, Las Vegas in consideration of **the** educational learning experience with City of Las Vegas Department of Fire and Rescue, being made available to me under the Affiliation Agreement between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas and Facility, to which this Student Confidentiality Statement is being attached as an Exhibit, hereby recognize that, while with Facility, medical records, patient care information, personnel information, reports to regulatory agencies, conversations between or among any healthcare professionals are considered privileged and should be treated with utmost confidentiality.

I agree, under penalty of law, not to disclose to any person or persons, except authorized clinical staff and associated personnel of Facility, the above-listed information and further agree not to reveal to any third party any confidential information of Facility, except as required by law or as authorized by Facility.

I hereby acknowledge and agree that I have been offered the opportunity (if desired) to consult with my own attorney concerning the contents of this Student Confidentiality Statement before signing it.

I warrant that I am at least 18 years of age; that I have read and understand my obligations under this Student Confidentiality Statement; and that I sign it freely and without reliance upon any representations or promises by the State of Nevada, including its Board of Regents of the Nevada System of Higher Education, Facility or their respective directors, officers, employees or agents.

Dated this ____ day of _____, 2013.

Signature of Student