### UNR GENERAL COUNSEL'S OFFICE CONTRACT (PRELIMINARY) REVIEW SHEET

- □ Contract Officer Review
- □ Interagency
- □ $1,000,000+
- □ Sale/Lease NSHE/UNR Property
- □ Five Years+ or Open-ended/Indefinite Period of Time
- □ Attorney Contract (for Chief Counsel Approval)
- □ Foreign Contract
- ☑ Other: 3 year internship agreement

<table>
<thead>
<tr>
<th>TITLE OF CONTRACT:</th>
<th>Agreement between Washoe County Health District and BOR NSHE obo UNR</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT PERSON:</td>
<td>Name/Email: Melissa Barnard <a href="mailto:mbarnard@unr.edu">mbarnard@unr.edu</a>          Phone: 784-3492</td>
</tr>
<tr>
<td>(Email/Phone)</td>
<td></td>
</tr>
<tr>
<td>REQUIRES BOR APPROVAL:</td>
<td>□ Yes ☑ No</td>
</tr>
<tr>
<td>COUNSEL – Please review, initial and date</td>
<td>Initials: [Signature] Date: 7.20.17</td>
</tr>
</tbody>
</table>

RECOMMENDED TO CHANCELLOR BY PRESIDENT:

| N/A | Marc Johnson, President Date |

SUMMARY OF CONTRACT:

Agreement between Washoe County Health District and BOR obo UNR for the placement of public health students at WCHD for student field experience.

REASON FOR CHANCELLOR SIGNATURE (if required):

RETURN TO: Cathy Bandoni
An Agreement Between the Washoe County Health District
(hereinafter referred to as the DISTRICT)
P.O. BOX 11130
Reno, Nevada 89520

And

THE BOARD OF REGENTS
OF THE NEVADA SYSTEM OF HIGHER EDUCATION
(hereinafter referred to as University)
University of Nevada, Reno
Reno, Nevada 89557

WHEREAS, the University of Nevada School of Community Health Sciences desires to have access to community and clinical public health opportunities for public health students during their preceptorship experience; and

WHEREAS, the DISTRICT conducts several community and clinical public health programs which would be enhanced by the services of public health students; and

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

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

AGREEMENT TERM. This Agreement shall be effective upon approval of the Board of Regents and the Washoe County Board of Health, through June 30, 2018, unless extended by the mutual agreement of the Parties. The Agreement will automatically be renewed for two successive one-year periods for a total of 3 years on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the Health District to terminate the Agreement as provided below.

TERMINATION. This Agreement may be terminated by either party prior to the date set forth in paragraph (1), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason County, State and/or Federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired. This Agreement may also be renegotiated in the event of a reduction in the anticipated County, State, or Federal funding revenue required to satisfy this Agreement.

NOTICE. All notices or other communications required or permitted to be given under this Agreement 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.

INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Agreement incorporates the following attachments:

ATTACHMENT A: SCOPE OF EDUCATIONAL EXPERIENCE (See Attachment A)
ATTACHMENT B: WASHOE COUNTY DISTRICT HEALTH DEPARTMENT VACCINE AND TB SCREENING REQUIREMENTS (See Attachment B)

ATTACHMENT C: UNR-WCHD INTERNSHIP ACKNOWLEDGEMENT

BREACH: REMEDIES. Failure of either party 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.

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

INDEMNIFICATION.

a. Consistent with the Limited Liability provision stated above, each party shall indemnify, hold harmless and defend, not excluding the other’s right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys’ fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person, described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party’s actual notice of any actual or pending claim or cause of action.

FORCE MAJEURE. Neither party 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, 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 Agreement after the intervening cause ceases.

HIPAA. As covered entities, 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.

WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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.

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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

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 Agreement.

PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party 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.

GOVERNING LAW; JURISDICTION. 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. The parties consent to the jurisdiction of the Washoe County, Nevada district courts for enforcement of this Agreement.

ENTIRE AGREEMENT AND MODIFICATION. This Agreement 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 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, approved by Washoe County’s legal advisor.

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

APPROVED BY DISTRICT BOARD OF HEALTH

[Signature]
Washoe County District Board of Health
On [Date] Chair

ATTEST:

[Signature]
On [Date]

APPROVED BY BOARD OF REGENTS
OF THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the University of Nevada, Reno

By: [Signature]
Sheri Mendez, Associate Vice President,
Business and Finance
On [Date] Title
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APPROVED BY DISTRICT BOARD OF HEALTH

[Signature]

Washoe County District Board of Health

ATTEST:

[Signature]

APPROVED BY BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on behalf of the University of Nevada, Reno

[Signature]

Sheri Mendez, Associate Vice President, Business and Finance

P: Date

Chair

Date

Title

Date

Title

G:\Management\Contracts\2010\School of Community Health Sciences

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Responsibilities of the Parties

1. The parties agree to jointly plan for the utilization of the DISTRICT's facilities for student educational experiences as part of preparation of public health and other related professionals. The maximum number of students and the specific period shall be jointly determined after consideration of the District's facilities and adequacy, extent and variety of learning experiences available.

2. Both parties agree that students are not considered employees of either party under this Agreement.

Responsibilities of the University

1. University shall maintain oversight of students participating in educational opportunities through DISTRICT programs.

2. University shall ensure that all students carry and have evidence of adequate group medical insurance prior to the participation in any educational experience at the DISTRICT.

3. University shall ensure that vaccine and TB screening requirements have been met for all students and faculty prior to the beginning of an educational experience on site at the DISTRICT based on individual student activities/placement. The requirements for each student placement are contained in Attachment B: WASHOE COUNTY HEALTH DISTRICT VACCINE AND TB SCREENING REQUIREMENTS FOR STUDENTS/INTERNS/RESIDENTS.

4. University shall comply with all applicable laws, ordinances and regulations of governmental entities having jurisdiction over matters which are the subject of this Agreement. Further, pursuant to NRS Chapter 239B, University shall require background checks for students and instructional personnel participating in the activities covered by this Agreement. The University or the student will pay any cost associated with the background investigation. The results of these background checks may result in removal of a participant from the program, at Agency's discretion, or termination of this Agreement.

5. University shall immediately upon notice remove any student from Agency program under this Agreement whom Agency determines, in its reasonable discretion, imposes an unreasonable risk of harm to Agency personnel, clients, property or to him/herself, or who violates Agency policies, regulations or procedures despite warning.

6. The Department Director or delegatee will be the liaison officer and the principal contact between Agency and University for purposes of administration of this Agreement.

Responsibilities of the DISTRICT

1. DISTRICT shall have sole responsibility for establishing the policies, regulations and procedures applicable to its operations and activities. It shall notify University of all policies,
regulations and procedures that it expects University's personnel and students to adhere to while on DISTRICT premises or conducting activities in DISTRICT facilities. DISTRICT may notify University personnel and students directly without prior notice to University of policies, regulations and procedures if circumstances prohibit such prior notice.

2. DISTRICT shall maintain its facilities that are open to University personnel and students in compliance with applicable local, state and federal laws and regulations and accreditation requirements, if any.

3. DISTRICT will provide physical facilities as necessary to the administration of this Agreement and to the conduct of the learning experiences conducted under the auspices of this Agreement, within the limits of the District.

4. DISTRICT administration and personnel recognize their responsibility to maintain a learning environment of high quality in which sound educational experiences can occur.

5. DISTRICT will provide learning opportunities for students within the limits of DISTRICT. The emphasis shall be on education rather than services without disruption of usual DISTRICT activities.

6. DISTRICT shall appoint a liaison officer and notify University of same. Such officer shall be the principal contact between DISTRICT and University for purposes of administration of this Agreement.

7. DISTRICT may remove and restrict from entry upon its premises University personnel or students who it determines, in its reasonable discretion, impose an unreasonable risk of harm to DISTRICT personnel, clients, property of him/herself, or who violates DISTRICT policies, regulations or procedures despite warning. DISTRICT shall exercise reasonable efforts under the circumstances to notify University of its intent to remove or restrict prior to taking action and shall notify University as soon thereafter as is reasonable.

DISTRICT personnel shall not be obligated to participate in the learning experiences of students referred to DISTRICT hereunder except to the extent agreed between University and DISTRICT. To the extent DISTRICT personnel are engaged in the supervision of student learning experiences they shall adhere to the learning experience requirements established under the authority of this Agreement and shall make such reports and provide such information specified therein.

**Scheduling and Tracking Student Placements**

The School of Community Health Sciences shall select, in consultation with the District, learning experiences to which the students will be assigned from among those learning opportunities made available by the DISTRICT. The School of Community Health Sciences and the DISTRICT shall mutually determine dates and times for the use of these facilities by such students.

Types of DISTRICT student placements:
- Individual Undergraduate Students
- Individual Graduate (Masters and PhD) Students
The School of Community Health Sciences agrees to prepare specific student schedules and other plans for instruction practice with the primary view of obtaining maximum educational benefit from the District's programs. The instruction period for each student is planned on academic semesters or an equivalent time period and will conform to the School calendar as approved by the Board of Regents.

Communication between School and District Program Staff

The student's instructor will provide a copy of the course syllabus, which includes the evaluation form(s) and expectations. Preceptors will be assigned to each student as appropriate and a mutually agreed upon plan for educational experience will be developed.

School and the District have appointed the following principal contacts for all communications in connection with this Exhibit:

Contact for the District
Steve Kutz RN, MPH
Division Director
Community and Clinical Health Services
PO Box 11130
Reno, NV 89520
775-328-6159
Email: SKutz@washoeCounty.us

Contact for School of Community Health Sciences
Gerold Dermid
School of Community Health Sciences MS 274
University of Nevada, Reno
Reno, NV 89557
775-784-3538
### WAHSOE COUNTY HEALTH DISTRICT
### VACCINE AND TB SCREENING REQUIREMENTS* FOR STUDENTS/INTERNS/RESIDENTS

<table>
<thead>
<tr>
<th></th>
<th>9th Street and Off-site Clinical Areas</th>
<th>9th Street Non-Clinical Areas</th>
<th>Off-site Non-Clinical Areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>MMR</td>
<td>Required (1 dose or immunity to Measles, Mumps and Rubella if born before 1957, 2 doses if born during or after 1957)</td>
<td>Required (1 dose or immunity to Measles, Mumps and Rubella if born before 1957, 2 doses if born during or after 1957)</td>
<td>Recommended (2 doses if born during or after 1956)</td>
</tr>
<tr>
<td>Tdap</td>
<td>Required if 2 or more years since last Td booster</td>
<td>2007 – Recommend for next Tetanus booster</td>
<td>2007 – Recommend for next Tetanus booster</td>
</tr>
<tr>
<td>Varicella</td>
<td>Required (vaccine or history of chicken pox)</td>
<td>Recommended</td>
<td>Recommended</td>
</tr>
<tr>
<td>Influenza</td>
<td>Required during October – March</td>
<td>Recommended</td>
<td>Recommended</td>
</tr>
<tr>
<td>Approved TB Screening</td>
<td>Required (for example Quantiferon within 30 days prior to rotation or 2-step TST with second TST placed and read within 30 days prior to rotation)</td>
<td>Required (for example Quantiferon within 30 days prior to rotation or 2-step TST with second TST placed and read within 30 days prior to rotation)</td>
<td>N/A</td>
</tr>
<tr>
<td>Hepatitis B</td>
<td>If possible human blood exposure during rotation</td>
<td>If possible human blood exposure during rotation</td>
<td>If possible human blood exposure during rotation</td>
</tr>
</tbody>
</table>

* Requirements are based on student activities and location.
I do attest that I have read and understood the terms of my field study agreement between the University of Nevada, Reno (UNR) and the Washoe County Health District (WCHD). The terms of my internship as agreed upon for CHS 494 include the following:

1. Students shall carry and have evidence of adequate group medical insurance prior to participation in any educational experiences at the WCHD.
2. Students will meet all vaccine and TB screening requirements prior to beginning an educational experience onsite at the WCHD.
3. Students will have obtained a background check prior to the participation in any educational experience at the WCHD. Students are responsible for any costs associated with the background check. The results of the background check may result in the removal of a student at the agency’s discretion.
4. Students are responsible for adhering to the policies and procedures of the WCHD including, but not limited to, internet use, photography waivers, and confidentiality of personal health records and/or research.

All of the terms of the internship will be followed. Proof of all necessary requirements listed above for insurance, health tests and immunizations, and background checks will be submitted to UNR prior to the start of the internship experience.

By signing below, the student and the university attests that the student has completed the requirements and the university has verified the documents to ensure the student is fit to participate in an internship opportunity at the WCHD. A copy of this signed form is to be provided to the WCHD; while the university and/or the student maintain all documentation presented for the verification process.

Student Signature ___________________________ Date __________

Print Student Name _______________________________________

UNR CHS Representative/Responsible Party Signature ___________________________ Date __________

Print UNR CHS Name _______________________________________