

PROVOST OFFICE  
SEP 11 2017

## ORGANIZATION AGREEMENT

This agreement entered into this 5<sup>th</sup> day of September, 2017, between Nevada System of Higher Education on behalf of the University of Nevada, Reno ("University") and Advanced DUI + Counseling (the "Learning Site").

### RECITALS

Whereas, 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; and

WHEREAS, the Learning Site has suitable experiences, supervisors, and facilities available for the educational experience of the student; and

WHEREAS, it is mutually beneficial to the University and Learning Site to have the student participate as a student at the Learning Site; and

WHEREAS, the purpose of this Agreement is to outline the cooperative arrangements, duties and responsibilities of the University and Learning Site for the placement and education of the students.

NOW THEREFORE, for and in consideration of the promises and mutual covenants herein contained and other valuable consideration, the parties agree as follows:

### I. TERM

1.1 The Term of this Agreement shall be for three (3) years. The Term shall commence on September 5<sup>th</sup>, 2017 and shall end on September 5, 2020.

### II. RESPONSIBILITIES OF THE UNIVERSITY

- 2.1 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").
- 2.2 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.
- 2.3 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.
- 2.4 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.

- 5.3 To the extent that the student is participating in a paid internship, the student shall be considered an employee of the Intern Site. The student shall be paid by the Intern Site and the student shall be covered under the Intern Site's worker's compensation and liability insurance.

## **VI. DISCIPLINE OF STUDENT**

- 6.1 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 the University immediately after final action is taken.
- 6.2 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 law.

## **VII. INSURANCE**

- 7.1 The Learning Site shall procure and maintain General Liability insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate or provide documentation that the Learning Site is self-insured. Evidence of liability insurance must be provided to the University in the form of a Certificate of Insurance or provide documentation that the Learning Site is self-insured. To the extent Nevada law requires the Learning Site to provide workers' compensation insurance for its employees, the Learning Site shall be responsible for worker's compensation coverage for the students as volunteers of the Learning Site. If the Learning Site is not required under Nevada law to provide workers' compensation insurance, or does not currently cover volunteers under its workers' compensation policy, but has volunteer accident insurance in place, this volunteer accident insurance can be used as a substitute for workers' compensation insurance for the students. Evidence of workers' compensation insurance or a volunteer accident insurance policy must be provided to the University in the form of a Certificate of Insurance, if applicable.
- 7.2 NSHE is self-insured for its general liability exposure in accordance with the provisions of NRS Chapter 41. As a state agency, the University and NSHE are included in this self-insured program.

## **VIII. INDEMNIFICATION**

- 8.1 Indemnification by Learning Site. The Learning Site shall indemnify and hold NSHE and the 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, including attorneys' fees, arising either directly or indirectly from any act or failure to act by the Learning Site or any of its officers, employees or agents, which may occur during or which may arise out of the performance of this Agreement.
- 8.2 Indemnification by University. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the University shall indemnify, defend, and hold harmless Learning Site from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorneys' fees, arising either directly or indirectly from any act or failure to act by the University or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. The University shall assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. University's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$100,000 per cause of action.

## **IX. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

- 12.4 **Governing Law.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Nevada, with venue in the City of Reno and County of Washoe.
- 12.5 **Force Majeure.** Neither party shall be considered to be in default of this Agreement as a result of its delay or failure to perform its obligations under this Agreement to the extent that such delay or failure arises out of causes beyond the reasonable control of the party. Such causes may include, but are not limited to, fire, flood, earthquakes, strikes, and unusually severe weather; but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party.
- 12.6 **Assignment.** A party may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
- 12.7 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and no other party shall be a beneficiary hereunder.
- 12.8 **Amendment.** This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.
- 12.9 **Notice.** All notices required by this Agreement shall be in writing, delivered personally, by certified mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage pre-paid, or with an overnight courier, addressed as follows:

To Learning Site:

Advanced DUI & Counseling  
1000 Bible Way Suite 66  
Reno NV 89502

To University: Joe Cline  
Vice Provost, Undergraduate Education  
University of Nevada, Reno  
1664 N. Virginia Street Clark Admin 110  
Reno, Nevada 89557  
Telephone No.: 775-784-1740  
Email: cline@unr.edu

With a copy to: Mary Dugan  
General Counsel  
University of Nevada, Reno  
1664 N. Virginia Street MS 0550  
Reno, Nevada 89557  
Telephone No.: 775-784-3510  
Email: mdugan@unr.edu

- 12.10 **Representation.** The parties agree that both parties were equally influential in preparing and negotiating this Agreement and each had the opportunity to seek the advice of legal counsel prior to the execution of the Agreement. Therefore, the University and Learning Site agree that no presumption shall arise construing the Agreement more unfavorably against any one party.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  U S I NORTHWEST 700 NE MULNOMAH ST SUITE 1300 PORTLAND OR 97232	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED  MICHAEL YASMER 1000 BIBLE WAY STE 66 RENO NV 89502-2133	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : AMCO INSURANCE COMPANY	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
		NAIC # 19100

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			ACP BPO 7855740622	08/10/2017	08/10/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 YASMER, MICHAEL IS LISTED AS NAME INSURED FOR THE ABOVE LISTED POLICY.

**CERTIFICATE HOLDER**                      **CANCELLATION**

YASMER, MICHAEL 1000 BIBLE WAY STE 66 RENO NV 89502-2133	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Meisha Harris

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