

**UNIVERSITY-ORGANIZATION AGREEMENT
FOR PLACEMENT OF STUDENTS**

This agreement entered into this 22 day of August, 2016, between Nevada System of Higher Education ("NSHE") on behalf of the University of Nevada, Reno and the Gerontology Academic Program at the University (collectively referred to as the "University") and Arbors Memory Care (the "Organization").

RECITALS

WHEREAS, the University, through the Gerontology Academic Program, has a Service-Learning Program ("Service-Learning Program") and through this Service-Learning Program is committed to connecting students with community partner organizations or agencies through service-learning and community engagement opportunities, which advocate the value and teach the importance of "hands-on" learning in the community as an experiential learning site and prepare students for service in the community; and

WHEREAS, the Organization believes the services to be provided by the students as part of their learning experience would be of benefit to the Organization; and

WHEREAS, the University and the Organization share a common interest in addressing community needs through educational and related support services; and

WHEREAS, the University and the Organization recognize the opportunity for meaningful learning experiences for the University, the Organization and the students;

NOW THEREFORE, in consideration of the covenants, conditions and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**I.
TERM**

- 1.1 The term of this Agreement shall commence on August 29, 2016 and shall end on August 28, 2019.

**II.
RESPONSIBILITIES OF THE UNIVERSITY**

- 2.1 The University will assign the student to the Organization in courses or programs through the University academic departments, institutes and programs.
- 2.2 The University will provide training and orientation for the student and will provide opportunities for the student to reflect upon his or her experience working at the Organization.
- 2.3 The University will work closely with the student and the Organization to meet the expectations and priorities of the Organization.
- 2.4 The University will advise the student of his or her responsibility to:
- (a) Participate in all training required by the Organization.
 - (b) Exhibit professional, ethical and appropriate behavior when at the Organization.
 - (c) Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - (d) Abide by the Organization's rules and standards of conduct.

- (e) Maintain the confidentiality of the Organization's proprietary information, records and information concerning its clients.
- (f) Provide support for clients and/or Organization staff as necessary.
- (g) Get a background check, a tuberculosis test and get fingerprinted if the Organization requires them.

III.

RESPONSIBILITIES OF THE ORGANIZATION

- 3.1 The Organization will provide an orientation that includes a site tour, where applicable, an introduction to staff, a description of the characteristics of and risks associated with the Organization's operations, services and/or clients, a discussion concerning safety policies and emergency procedures, and information detailing where students check-in and how they log their time.
- 3.2 The Organization will provide student with a sufficient explanation of their project tasks and responsibilities.
- 3.3 The Organization will provide a supervisor, who will meet with the student to provide support and to review progress on assignments and activities.
- 3.4 The Organization will provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Organization's clients.
- 3.5 The Organization will inform the student of any need for a background check, fingerprinting and/or a tuberculosis test, ensure that the student obtains the student's fingerprints, background check and/or tuberculosis test and maintain the confidentiality of any results as required by federal and state law.
- 3.6 The Organization will evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- 3.7 The Organization will communicate with the University or faculty member who has assigned the service-learning or engagement assignment before, during and after the placement of the student to assess impact, benefit and learning outcomes.
- 3.8 The Organization will notify the University as soon as is reasonably possible of any injury or illness to a student participating in an activity at the Organization. The Organization agrees to provide emergency health care for illnesses or injuries resulting from the Organization activity.
- 3.9 The Organization will not ask the student to transport any person, unless the Organization maintains business automobile liability insurance coverage for the student.

IV.

STATUS OF STUDENT

- 4.1 Each party agrees that no student will be deemed to be an officer, employee, agent or independent contractor of the Organization or the University. Each party agrees that the student will not be a volunteer of the University. The student will be treated as a volunteer of the Organization and the student will be covered under the Organization's worker's compensation and liability insurance. Neither the Organization nor the University will be

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liable for the payment of any wage, salary, or compensation of any kind for service provided by the students.

Each party agrees that the student will be in a learning situation and that the primary purpose of the placement is for the student's learning. It is further understood that the student shall not at any time replace or substitute for any Organization employee. Nor shall student perform any of the duties normally performed by an Organization employee except such duties as are a part of their training and are performed by the student under the direct supervision of an Organization employee.

V. DISCIPLINE OF STUDENT

- 5.1 The Organization also may submit a written request to the University for the withdrawal of any student from the program for a reasonable cause related to the need for maintaining a safe environment for its staff and guests, and the University shall comply with such request. The written request from the Organization shall set forth the basis for the withdrawal.
- 5.2 The University shall have full responsibility for the conduct of any student disciplinary proceedings and shall conduct the same in accordance with all applicable codes, statutes, rules, regulations and law.

VI. INSURANCE

- 6.1 The Organization 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 Organization 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 Organization is self-insured. The Organization shall be responsible for worker's compensation coverage for the students as volunteers of the Organization. Evidence of workers' compensation insurance or a volunteer insurance policy must be provided to the University in the form of a Certificate of Insurance.
- 6.2 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.

VII. INDEMNIFICATION

- 7.1 Indemnification by Organization. The Organization 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 Organization or any of its officers, employees or agents, which may occur during or which may arise out of the performance of this Agreement.
- 7.2 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 Organization 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 will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions.

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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.

**VIII.
DISCRIMINATION**

- 8.1 Both parties agree to fully comply with all non-discrimination laws of the State of Nevada and of the United States. The Organization shall accept, assign, supervise, and evaluate qualified students regardless of a student's age, disability, whether actual or perceived by others (including service-connected disabilities), gender (including pregnancy related condition), military status or military obligations, sexual orientation, gender identity or expression, genetic information, national origin, race, or religion.

**IX.
TERMINATION**

- 9.1 This Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice.
- 9.2 Notwithstanding any termination under this Agreement, once a student has been accepted by the Organization for in-service learning, and so long as the student remains in good standing in the University and within the Organization's performance standards, and the student's assignment has not otherwise ended, the student will be allowed to finish his or her in-service learning experience at the Organization.

**X.
CONFIDENTIALITY OF RECORDS**

- 10.1 The Organization agrees to treat all student records confidentially and not to disclose student records except to the University and Organization officials who have a legitimate need to know, consistent with their official responsibilities.
- 10.2 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 University to the end that the rights and privacy of the students enrolled in the University are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the University. 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 University or the Organization, so long as those persons have a legitimate interest in the information.

**XI.
MISCELLANEOUS**

- 11.1 **Headings.** The headings of sections used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

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- 11.2 Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
- 11.3 Invalid Provisions.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
- 11.4 Compliance with Laws.** Each party will continue to be in compliance with all applicable federal, state and local laws, codes, regulations, rules and orders.
- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 Amendment.** This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.
- 11.10 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:

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To Organization:

To University: Heather A. Haslem, M.S.
Coordinator, Academics and Education
University of Nevada, Reno
1664 N. Virginia Street, MS 0146
Reno, NV 89557
Telephone No.: 775-784-1809
E-mail: hhaslem@unr.edu

- 11.11 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 Organization agree that no presumption shall arise construing the Agreement more unfavorably against any one party.
- 11.12 Further Assurances.** The parties each agree, upon the request of the other party from time to time to do, execute, acknowledge and deliver such other acts, consents, instruments, documents and other assurances as may be reasonably necessary to carry out and perform the transactions contemplated by this Agreement.
- 11.13 No Joint Venture.** In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto. Each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.
- 11.14 Use of Name or Logo.** Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- 11.15 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 11.16 Time is of the Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

ORGANIZATION
Arbors Memory Care NV limited liability
company
Approved:

Name: Jason Lewis
Title: Owner
Date: 08/22/16

BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY
OF NEVADA, RENO

Recommended By:

[Signature]
By Heather A. Haslem, M.S.
Coordinator, Academics and Education

Approved: [Signature]

Peter S. Reed, Ph.D.
Director, Sanford Center for Aging
Date: 9-15-16

[Signature]
Thomas L. Schwenk, M.D.
Vice President, Division of Health Sciences & Dean,
UNSOM
Date: _____

[Signature]
Joseph I. Cline, Ph.D.
Vice Provost, Undergraduate Education
Date: 10/7/16