

Amended and Restated Agreement

**Between the Board of Regents of the Nevada System of Higher Education on Behalf of
the University of Nevada, Reno**

And

**Sparks Family Hospital, Inc. dba Northern Nevada Medical Center
2376 E. Prater Way, Sparks, NV 89434 (775) 331-7000**

THIS AMENDED AND RESTATED AGREEMENT ("Restated Agreement") is entered into effective as of the date executed by the last signing party (the "Effective Date"), between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (the "University") and Sparks Family Hospital, Inc. dba Northern Nevada Medical Center ("Hospital").

WHEREAS, University is engaged in the higher education and training of students enrolled in the programs identified in the attached Exhibit A (each a "Program" and collectively, the "Programs"), and is in need of clinical experience opportunities for its students;

WHEREAS, Hospital operates a general acute care hospital known as Northern Nevada Medical Center, together with any related ancillary facilities;

WHEREAS, University, on behalf of its Orvis School of Nursing, entered into an Agreement dated February 1, 2017 with Hospital (the "Agreement"), whereby the parties agreed to jointly establish a clinical experience for University nursing students at Hospital's facilities; and

WHEREAS, the parties desire to amend and restate the Agreement, as provided for herein, to permit University and Hospital to jointly establish additional clinical experiences at Hospital's facilities for University students enrolled in the Programs.

THEREFORE, it is agreed between the parties as follows:

1. The Agreement shall terminate as of the Effective Date. It is the parties' mutual desire that students already participating in any clinical experience under the Agreement shall not be impacted by the termination of the Agreement, and that, as of the Effective Date, such participation shall be governed under this Restated Agreement.
2. This Restated Agreement shall be in effect from the Effective Date through January 31, 2022.
3. For each Program, University and Hospital will designate and submit in writing to the other the name of the person to be responsible for coordination of the clinical experience on its behalf. Those persons will be called "Program Coordinators." University and Hospital will notify the other in writing of any change or proposed change of their respective Program Coordinator.

4. The University and the Agency will, through their respective Program Coordinators, jointly plan for the organization, administration, and operation of the clinical experience for each Program at the Hospital. The establishment of standards of education, the University semesters of instruction and of clinical experience, preparation of all instructional schedules and regulations, and instruction, supervision, and evaluation of University students in the respective Programs, shall be the responsibility of the University. Each party shall keep the other informed of changes in curriculum, Programs and staff which may affect the clinical education experience. Representatives of both parties shall meet periodically to review the clinical educational experience relative to each Program, and to make such suggestions and changes as needed.

5. Schedules and other plans for instruction and clinical experience of the individual University student at the Hospital shall be prepared by the University faculty with the primary view of obtaining maximum education benefit from the Hospital facilities; however, such schedules and plans shall conform to the rules and regulations of the Hospital and shall be subject to the approval of the Hospital.

6. Standards of clinical experience shall meet the requirements of any applicable accrediting and licensing boards and commissions governing the Programs.

7. Upon reasonable request, Hospital will permit University, and/or agencies charged with the responsibility for accreditation of the University's curriculum, to inspect its clinical facilities, the services available for the clinical experiences, and any other items pertaining to the clinical experiences at Hospital.

8. The Hospital shall be responsible for the organization, administration, operating and financing of its services and shall maintain appropriate standards.

9. Conference and classroom space at the Hospital's facilities is available to University instructors and students with advance reservation.

10. The maximum number of Program students assigned for a specific period shall be jointly determined between the parties' respective Program Coordinators after consideration of the facilities and the adequacy, extent and variety of learning experiences available.

11. The instruction period for each group of students shall be planned on academic semesters for an equivalent time period and will conform to the University calendar as approved by the Board of Regents.

12. Right to Withdraw Student from Program.

a. By University. University may withdraw a student from the clinical experience consistent with its applicable policies and procedures at any time, upon written notice to the Facility.

b. By Facility. Facility will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care or where, in the sole discretion of the Facility, the student's work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter, Facility will notify the University's applicable Program Coordinator of the action taken. All

final resolutions of the student's academic status in such situations will be made solely by the University consistent with its applicable policies and procedures; however, Facility reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

13. The students and faculty shall not be compensated by the Hospital for any services in connection with the clinical experiences or this Restated Agreement. There shall be no payment nor consideration, other than those provided in this Restated Agreement, between the University and the Hospital in connection with the clinical experiences or this Restated Agreement.

14. University shall direct its students and/or faculty to comply with the policies and procedures of Hospital including those governing the use and disclosure of individually identifiable health information under federal law. Solely for the purpose of defining students' and/or faculty's role in relation to the use and disclosure of Hospital's protected information, students and/or faculty shall be deemed members of Hospital's workforce, as that term is defined by 45 C.F.R. 160.163, when engaged in activities pursuant to this Restated Agreement. Students are not, however, and shall not, for any purpose, be considered employees of Hospital or University.

15. University shall advise each affiliating student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Facility, and will further advise each student to provide verification of those checks to Facility.

16. Hospital shall conduct an orientation process to familiarize students with their responsibilities and with their work environment before beginning patient care or other activities related to their clinical experience.

17. University will maintain for its officers and employees self-insurance for general and automobile liability in amounts sufficient to meet its obligations under NRS Ch. 41. University will maintain Allied Health Malpractice insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate for its students and their supervisors. University will maintain Workers Compensation insurance for its employees. The purchase of any insurance shall not waive any of the privileges or immunities afforded the University, or its present or former officers and employees under NRS Ch. 41.

University shall provide certificates of insurance evidencing the required insurance upon written request.

18. The Hospital shall procure and maintain:

- a. Commercial General liability insurance including coverage for premises/operation, products/completed operations and personal injury in the amount of \$1,000,000 per occurrence and \$1,000,000 annual aggregate;
- b. Automobile liability insurance in the amount of \$1,000,000 per occurrence;
- c. Workers Compensation insurance as required by Nevada law; and

- d. If the Hospital provides services that are medical in nature, it shall provide medical malpractice insurance with limits of at least \$1,000,000 per claim and \$3,000,000 annual aggregate. Such malpractice insurance shall also apply to Hospital's staff and contracted medical personnel not otherwise insured in amounts equal to those provided by the Hospital.

Hospital shall provide certificates of insurance evidencing the required insurance upon written request.

19. Hospital shall indemnify, defend, 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, including attorney fees, arising either directly or indirectly from any act or failure to act by Hospital or any of its officers, employees, or agents, which may occur during or which may arise out of the performance of this Restated Agreement.

20. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, University, shall indemnify, defend, and hold harmless Hospital, from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising either directly or indirectly from any act or failure to act by University or any of its officers, employees, or agents, which may occur during or which may arise out of the performance of this Restated 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 sounding tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action.

21. University students affiliating with the Hospital will be responsible for providing the following: proof of physical exam; proof of Two-Step PPD or Chest X-Ray (with results); proof of Hepatitis B Vaccine; proof of Measles Titer or Vaccination; proof of medical insurance coverage; and proof of current CPR certification (nursing and nurse practitioner students only). University agrees to take reasonable efforts to inform students of their responsibilities under this paragraph. University further agrees to take reasonable efforts to insure University instructional personnel comply with the health and immunization requirements for employees of the Hospital and the Nevada System of Higher Education Immunization Policy.

22. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than University. Hospital will maintain the confidentiality of records and reports on each student and/or faculty to include proof of current immunizations and testing, proof of hospital orientation, background check results (if any), drug screen results, photo ID, health insurance card, Basic Life Support (BLS) card (if applicable), and professional license (for faculty) to the extent permitted by law.

23. Confidentiality of Patient Information (HIPAA Requirements). University shall ensure that its students, faculty members, and staff members affiliating with Facility agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

- a. University shall require each student, faculty member, and staff member who participates in the clinical experience to sign a Patient Confidentiality Agreement which the Facility will provide (Exhibit B).
- b. University further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of Facility patients, University, its students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.
- c. University agrees that, if necessary, and subject to Facility's indemnification obligations under this Restated Agreement, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.
- d. University's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Restated Agreement.
- e. Solely for the purpose of defining the student's role in relation to the use and disclosure of Facility's protected health information, such students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Restated Agreement. However, such students are not and shall not be considered to be employees of the Facility. University will notify each student of his or her status and responsibilities pursuant to this Restated Agreement.

24. Confidentiality of Facility Information. University understands and agrees that in connection with this Restated Agreement, University and its students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which Facility claims may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such information may be in the form of trade secrets, or in the form of confidential information. "Confidential" information shall include, but not be limited to Facility's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, University agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Facility information at any time. If required by University's duties under this Restated Agreement and with the consent of Facility, University may disclose Confidential information relating to the operations of the Facility to members of the medical staff, state licensing agencies and the Joint Commission. University will not disclose information relating to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Restated Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement. Notwithstanding the foregoing, Facility acknowledges that University is a governmental entity and thus is subject to the Nevada Public Records Act, NRS 239.001, et seq., which provides a process by which any person may seek disclosure of records possessed by University. If University receives a public records request seeking the production of records Facility has identified as Confidential under this Restated Agreement, University will promptly notify Facility of the request. Facility shall thereafter promptly notify University in writing whether Facility believes the records are exempt from disclosure under Nevada law. Facility shall indemnify, defend (with counsel of University's choosing), and hold harmless University from any fees, costs, fines, or other amounts incurred by or awarded

against University with respect to any legal actions or other proceedings brought against University relating to records University withholds from disclosure under this Restated Agreement.

25. University shall maintain records and reports of each student's clinical experience under this Restated Agreement for a period of not less than four (4) years after completion of the same.

26. The parties agree that the University and the Hospital will derive the greatest benefit from this Restated Agreement by promoting the interest of each other, by maximum consultation and cooperation, and by interpreting the provisions of this Restated Agreement in that manner which shall best promote the interests of patient care and student clinical education. The University agrees to the immediate removal from Hospital of any student who, in the sole opinion of the Hospital poses a danger to patients, staff, or visitors and fails to meet or abide by the rules, regulations, policies and procedures of the Hospital.

27. University and Hospital shall each comply with all applicable federal, state, and local laws and regulations relative to their respective activities and obligations under this Restated Agreement. Without limiting the foregoing, 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, gender identity or expression or any other class protected by law or regulation. It is also the intention of Facility and University that, relative to their respective activities and obligations under this Restated Agreement, each shall abide by all federal regulations prohibiting fraud, abuse and self referral, including, without limitation: the anti Fraud provisions of the Social Security Act, the Federal Anti-Kickback Statute, the Stark Law and the Federal False Claims Act.

28. It is expressly understood and agreed that this Restated Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association between the University, any of its students or faculty, and Hospital, but is only an agreement between independent contractors.

29. Either party may terminate this Restated Agreement for any reason upon the giving of thirty (30) days' prior written notice to the other. Such termination shall not prevent those students already participating under this Restated Agreement from completing their clinical experience at the Hospital.

30. This Restated 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. Hospital 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.

31. A party's failure to insist upon strict performance of any covenant or condition of this Restated 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.

32. No modifications or amendments to this Restated Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties. Without limiting the foregoing,

the parties may agree to add or remove University clinical programs to this Restated Agreement through the execution of an amended Exhibit A signed by both parties.

UNIVERSITY:

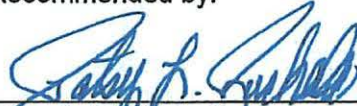
HOSPITAL:

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

**Sparks Family Hospital, Inc. dba Northern
Nevada Medical Center**

Recommended by:


By:



Patsy L. Ruchala, Dean
Orvis School of Nursing




Alan Olive
CEO/Managing Director



William Payne, Dean
College of Agriculture, Biotechnology
& Natural Resources

Date: _____

Approved by:



Sheri Mendez, Associate Vice President
Business & Finance/Controller

Date: 2/2/18

EXHIBIT A

PARTICIPATING PROGRAMS

College/Department	Participating Program	Address for Notices
College of Agriculture, Biotechnology & Natural Resources	Dietetic Internship Program	Dietetic Internship Program Mail Stop 0202 University of Nevada, Reno Reno Nevada 89557 Attn: Karon Felten, MS, RD
Orvis School of Nursing	BSN, MSN, and DNP Programs	Orvis School of Nursing Mail Stop 0134 University of Nevada, Reno Reno Nevada 89557 Attn: Dr. Patsy Ruchala, Dean

EXHIBIT B

CONFIDENTIALITY STATEMENT

Information Security and Privacy Agreement

NNMC is committed to maintaining high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each User granted access to NNMC information systems who may have access to Confidential Information, including Protected Health Information (PHI), Electronic Protected Health Information (ePHI), employee information, physician information, vendor information, medical, financial, or other business-related or company confidential information. Any information created, stored or processed on NNMC systems, or systems maintained on NNMC's behalf by a vendor or other individual or entity, is the property of NNMC, as is any information created by or on behalf of NNMC, whether written, oral or electronic. NNMC reserves the right to monitor and/or inspect all systems that store or transmit NNMC data, the data stored therein, as well as all documents created by or on behalf of NNMC.

Definitions:

Agreement means this *NNMC Information Security and Privacy Agreement*.

Confidential Information means confidential information that is created, maintained, transmitted or received by NNMC and includes, but is not limited to, Protected Health Information ("PHI"), Electronic Protected Health Information ("ePHI"), other patient information, Workforce member information, employee, physician, medical, financial and other business-related or company private information in any form (e.g., electronic, verbal, imaged or written).

Protected Health Information ("PHI") means individually identifiable health information that relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual. PHI can be oral, written, electronic, or recorded in any other form.

Electronic Protected Health Information ("ePHI") means Protected Health Information in electronic form.

User means a person or entity with authorized access to any NNMC network and/or other information systems, including computer systems.

Workforce means employees, volunteers, trainees, and persons whose conduct, in the performance of work for NNMC, are under the direct control of NNMC, whether or not they are paid by NNMC. Workforce also include management and employed medical staff.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, AND I AGREE TO THE FOLLOWING:

<i>(Note: Please initial each line in the space provided after reading it.)</i>	<u>Initials:</u>
1. I understand it is my personal responsibility to read, understand and comply with all applicable NNMC company policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to PHI or ePHI, I also agree to comply with the Privacy policies.	
2. I have been provided access to the Security (and Privacy policies as applicable).	

3. I agree not to disclose any PHI, ePHI or any other Confidential Information obtained by accessing the NNMC network and/or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any PHI, ePHI or any other Confidential Information unless I am authorized to do so. I agree that all patient-related information shall be held to the highest level of confidentiality.	
4. I agree to access the NNMC network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me.	
5. I understand that NNMC regularly audits access to information systems and the data contained in these systems. I agree to cooperate with NNMC regarding these audits or other inspections of data and equipment, including NNMC inquiries that arise as a result of such audits.	
6. I agree that I will not share or disclose User IDs, passwords or other methods that allow access to NNMC network and/or other information systems, including computer systems, to anyone, at any time, nor will I share my account(s). I also agree to store all NNMC company-related data onto the system servers rather than on hard drives of individual workstations, personal computers or other devices.	
7. I agree to contact my supervisor (or for non-employees, the applicable NNMC Department Director or Business Contact) and IS Security Officer immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information has occurred.	
8. I understand that Confidential Information includes, but is not limited to PHI, ePHI, other patient information, employee, physician, medical, financial and all other business-related or company private information (electronic, verbal or written).	
9. I agree that I will not install or use software that is not licensed by NNMC (or that is otherwise unlawful to use) on any NNMC information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by NNMC.	
10. I agree to report any and all activity that is contrary to this Agreement or the NNMC Security or Privacy policies to my supervisor, Department Director, IS Security Officer or Privacy Officer.	
11. I understand that for employees this form will be part of the employee file at NNMC and that failure to comply with this Agreement and the NNMC Security and Privacy policies may result in formal disciplinary action, up to and including termination. I understand that for non-employees, failure to comply with this Agreement and the NNMC Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with NNMC.	
12. I understand that all information and/or data transmitted by or through or stored on any NNMC device, or system maintained on NNMC's behalf by a vendor or other individual or entity, will be accessible by NNMC and considered the property of NNMC, subject to applicable law. I understand this includes, without limitation, any personal, non-work related information. I do not have any expectation of privacy with regard to information on any NNMC network and/or other information systems, including computer systems, and understand that NNMC has no obligation to maintain the privacy and security of the information. I understand that NNMC reserves the right to monitor and/or inspect all systems that store or transmit NNMC data, the data stored therein, as well as all documents created by or on behalf of NNMC.	
13. I agree to comply with NNMC requirements to encrypt electronic Confidential Information in accordance with NNMC security policies, including the requirement that encryption software be installed on all NNMC-owned laptop computers and that emails transmitted over an electronic network outside of NNMC be encrypted, as described in the NNMC Security policy <i>Data Encryption and Decryption</i> .	
14. I agree that all devices used by me that are connected to a NNMC network and/or other information systems, including computer systems, whether owned by me or not, will be continually running	

approved and updated anti-virus software.	
15. I will follow the requirements for Users described in all NNMC Security policies, including but not limited to the NNMC Security policy <i>Acceptable Use Policy</i> .	

The NNMC Information Security and Privacy Policies are available through my supervisor, manager, NNMC business contact or the NNMC Corporate Compliance Office.

By signing this Agreement, I understand and agree to abide by the conditions imposed above.

Signature

Print Name

Date

Please check appropriate box:

Employee *Non-Employee*

If Non-Employee, please provide your employer (or practice name) and your title/position below:

Employer or Practice Name

Title/Position