

AFFILIATION AGREEMENT

For Veterinary Clinical Facility

The Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College, Department of Veterinary Technology ("School") 7000 Dandini Blvd., SIER 202-D, Reno, NV 89512 and

_____ ("Facility")

WITNESSETH:

WHEREAS, the School is conducting an education program and desires to obtain clinical experiences for its students enrolled in the Veterinary Technology Program.

WHEREAS, the Facility has facilities and will to provide clinical affiliation and internship experience at the Facility for the students enrolled in the School; and

WHEREAS, the School and Facility have the following common objectives: (1) provide clinical experience in terms of patient care and related instruction for the students of the school; (2) to improve the overall educational program of the School by providing students with opportunities for learning experiences that will result in advanced levels of performance; (3) to increase expertise and contacts between academic programs and clinical facilities; (4) to establish and operate a clinical education program of the first rank.

NOW, THEREFORE, in consideration of the forgoing and the mutual covenants and representations contained herein, the parties agree as follows:

1. General Information

- A. The Clinical Education Program will be consistent with the academic plan for the School.
- B. The period of time for each student's clinical education will be mutually agreed upon before the beginning of the Clinical Education Program in the instance where the student is not already employed at the Facility.
- C. The number of students eligible to participate in the Clinical Education Program will be mutually determined by agreement of the parties and may be altered only by mutual agreement.

2. Responsibilities of the School

- A. The School will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- B. The School will designate an academic faculty member, the Academic Coordinator of Clinical Education (ACCE) to coordinate with a designee of the Facility, the Center Coordinator of Clinical Education (CCCE), and the assignment to be assumed by the student participating in the Clinical Education.

- C. The School may designate other academic faculty members who shall be responsible for the coordination of the students during clinical learning experiences at the Facility. The faculty members shall coordinate with the Center Coordinator of Clinical Education or Clinical Instructor (CI) as determined by the Facility.
- D. The School will enforce rules and regulations governing students that are mutually agreed upon by the School and Facility.
- E. The School shall maintain, at its own cost and expense, professional liability insurance covering School as an entity and each of its provided physicians/employees and students against professional liability (malpractice) claims, in the minimum amount of one million dollars (\$1,000,000.00) and three million dollars (\$3,000,000.00) aggregate. This provision shall in no way be considered a waiver of School's right to raise the defense of sovereign immunity under NRS 41.0305 to NRS 41.039, which right School specifically reserves.
- F. School shall carry Workers' Compensation and Employer's Liability Insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes, chapters 616A-D and all other related chapters, is not required
- G. School shall maintain self-insurance to cover the School's liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage
- H. The School will establish the method of evaluating the quality of student performance in clinical learning experiences at the Facility.
- I. The School will be responsible for assigning School grades for the clinical performance of each student based on their quality of performance as determined by the CCCE and CI pursuant to Section (3)(E) below.
- J. The School shall, pursuant to Section (3) (G) below, remove a student from the Clinical Education Program immediately upon receipt of request from Facility.
- K. Where applicable, School shall abide by established Standards of the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO), and other applicable federal and state laws and regulations.

3. Responsibility of the Facility

- A. The Facility shall provide a supervised program of clinical experience that adheres to currently accepted and published standards of practice.
- B. The Facility shall, upon a reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records, and other such items pertaining to the Clinical Education Program by the School or agencies charged with the responsibilities for accreditation of the program.
- C. The Facility shall designate and submit in writing to the School, for School's approval, the name and professional and academic credentials of a clinical designee to be responsible for the Clinical Education Program. That person shall be called the Center Coordinator of Clinical Education.
- D. The Center Coordinator of Clinical Education shall designate and submit in writing to the School for School's approval, the name and professional and academic credentials of the clinical designee to be responsible for Clinical Instruction (CI) if different from the Center Coordinator for Clinical Education.
- E. The Center Coordinator of clinical Education and/or Clinical Instructor shall determine the quality of performance of each student based on the evaluation criteria established by the School.
- F. The Facility shall maintain complete records and reports on each student's performance and provide an evaluation of the School on forms provided by the School.

- G. The Facility may request the School to remove from the Clinical Education Program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with the Facility, or whose health status is hazardous to the Facility's patients or personnel or is detrimental to the student's successful completion of the clinical education assignment.
- H. The Facility shall provide equally to each student participating in the Clinical Education program, within a given semester, any student arrangements and considerations mutually agreed upon by the School and the Facility.
- I. The Facility shall immediately notify the School in writing of any change or proposed change of the Center Coordinator of Clinical Education or Clinical Instructor.
- J. Facility shall, at Facility's sole expense, procure, maintain, and keep in force for the duration of this Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by School, the required insurance shall be in effect prior to the commencement of work by Hospital/Facility and shall continue in force as appropriate until the latter of (1) Final acceptance by School of the completion of this Agreement; or (2) Such time as the insurance is no longer required by Institution under the terms of this Agreement.

Any insurance or self-insurance available to School shall be excess of and non-contributing with any insurance required by Facility. Facility's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the School, Facility, shall provide School with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Facility, has knowledge of any such failure, Facility, shall immediately notify School and immediately replace such insurance or bond with insurance or bond meeting the contract's requirements.

- i. Worker's Compensation and Employer's Liability Insurance

- a. Facility shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required. If work occurs outside of the State of Nevada, by employees who do not live and work in Nevada, proof of the applicable statutory state's workers' compensation insurance must be provided.

- b. Employer's Liability

- i. Minimum limit required: \$100,000 per Accident or Disease.

- ii. Professional Liability/Errors and Omissions Insurance

- a. Minimum limits required: \$1,000,000 per Claim, \$3,000,000 Annual Aggregate.
- b. Retroactive date: Prior to commencement of the performance of this Agreement.
- c. Discovery period: Three (3) years after termination of Agreement.

- iii. Umbrella or Excess Liability Insurance

- a. May be used to achieve the above minimum liability limits.
- b. Shall be endorsed to state it is "As Broad as Primary Policies".

iv. Commercial General Liability Insurance

- a. Minimum limits required: \$2,000,000 General Aggregate; \$1,000,000 Products & Completed Operations Aggregate; \$1,000,000 Personal and Advertising Injury; \$1,000,000 Each Occurrence to include bodily injury and property damage.
- b. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

v. Business Automobile Liability Insurance (only required if Facility treats large animals)

- a. Minimum limit required: \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- b. Coverage shall include owned, non-owned, and hired vehicles.

vi. General Requirements:

- a. Deductibles and Self-insured Retentions: Insurance maintained by Facility shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by School. Such approval shall not relieve Facility from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$100,000.00 per occurrence, unless otherwise approved by the NSHE or institution's Risk Manager.
- b. Approved Insurer: Each insurance policy shall be:
 - i. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 - ii. Currently rated by A.M. Best not less than A-.
- c. Evidence of Insurance Prior to the start of any work. Facility, must provide the following documents to SCHOOL:
 - i. Certificate of Insurance: The Accord 25 Certification of Insurance form or a form substantially similar must be submitted to School to evidence the insurance policies and coverages required of Facility.
 - ii. Additional Insured Endorsement: An original Additional Insured Endorsement using the applicable ISO endorsement CG form, signed by an authorized insurance company representative, must be submitted to School, by attachment to the Certificate of Insurance, to evidence the endorsement of School as additional insureds.
 - iii. Notice of Cancellation: Should any of the insurance policies required by the insurance provisions of this Contract be suspended, voided, or cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

4. Responsibility of the Student

- A. The student is responsible for following the administrative policies of the Facility.
- B. The student is responsible for having, in force, the appropriate health insurance and completing the prerequisite health requirements established by the School and Facility.
- C. When not provided by the Facility, the student is responsible for providing the required uniform.
- D. The student is responsible for reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility.
- E. The student will not submit for publication any material relating to the clinical education experience without prior written approval of the Facility and the School.
- F. The student will be responsible for maintaining and protecting the confidentiality of all patient medical records.

5. Miscellaneous

- A. Students shall at all times be subject to the Facility's policies and regulations concerning the Facility's operating, and administrative and procedural functions.
- B. The parties agree in this clinical program to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to School, and specifically agree not to unlawfully discriminate on the basis of a person'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 and to comply with all anti-discriminatory laws and policies which Institution promulgates and to which Institution is subject. Where discrimination is found to have occurred, the parties will act to stop the discrimination, to prevent its recurrence, to remedy its effects, and, if appropriate, to discipline those responsible.

6. Indemnification

- A. To the extent limited in accordance with NRS4 41.0305 to NRS 41.039, School shall indemnify, defend, and hold harmless the Facility from and against any and all liabilities, claims, losses lawsuit, judgments and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the School or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement, and limited to the extent of the professional liability insurance limits set forth in Section 2(E) of this Agreement. In accordance with NRS Chapter 41, School will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions.
- B. The Facility shall indemnify, defend, and hold harmless, TMCC, 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 the facility, or any of its officers or employees which may occur during or which may arise out of the performance of this Agreement.
- C. In the event each of the parties is found to be at fault, then each shall bear its own costs and attorney's fees and its proportionate share of the judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.
- D. This Article shall continue beyond termination or expiration of this Agreement.

7. Modification

Amendments to this Agreement may be made only upon mutual consent in writing. No Amendments or modification will have effect unless and until it is written and executed by the parties hereto.

8. Termination

This Agreement may be terminated by either the School or by the Facility for its convenience, upon thirty (30) days written notice. Except under usual conditions, such notice shall be submitted before the beginning of a clinical education period.

9. Terms of Agreement

This agreement is for a period of four (4) years starting on _____. This agreement shall be interpreted by the laws of the state of Nevada without regard to any choice of laws. The venue for any disputes under this agreement shall be in Washoe County, Nevada.

10. Notice

Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To School: Truckee Meadows Community College

Copy to: Truckee Meadows Community College
Finance and Administrative Services
7000 Dandini Blvd., SIER 202-D
Reno, NV 89512

To Facility:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Board of Regents of the Nevada System of Higher
Education on behalf of Truckee Meadows Community
College

Facility:

By:

By:

Signature

Date

Signature

Date

Printed name:

Printed name:

Title:

Title: