

NEVADA STATE BOARD
of
DENTAL EXAMINERS



FORMAL HEARING &
BOARD MEETING

JULY 15, 2016

10:00 A.M.

ADDITIONAL ITEMS II

PUBLIC BOOK

In-House Counsel for Nevada Occupational Agencies through TransparentNevada.org (2015) Regular Pay (2015) Total Benefits (2015) Total (Column B & C)

Nevada Board of Pharmacy*

General Counsel (Full-time)	\$125,340.12	\$49,207.68	\$174,548.40
Administrative Assistant (Full-time)	\$36,982.32	\$17,036.52	\$54,018.84
Total Regular Pay & Benefits paid (2015)	\$162,322.44	\$66,244.20	\$228,566.64

Nevada State Board of Medical Examiners*

General Counsel (Full-time)	\$96,732.94	38,834.25	\$135,567.19
General Counsel (Part-time)	\$48,031.50	\$13,633.14	\$61,664.64
Legal Assistant (Full-time)	\$44,658.39	\$22,740.62	\$67,399.01
Total Regular Pay & Benefits paid (2015)	\$189,422.83	\$75,208.71	\$264,630.94

Nevada State Board of Nursing*

General Counsel (Fulltime)	\$122,406.00	\$33,371.06	\$145,515.00
Receptionist (Fulltime)	\$23,109.00	\$5,236.98	\$38,608.04
Total Regular Pay & Benefits paid (2015)	\$145,515.00	\$38,608.04	\$184,123.04

• The costs for in-house counsel do not include the following additional expenses

Projected Costs

Worker's Compensation each employee	\$590.00
Employment Tax @	1.45%
Monthly Licensure System Charge 2 users @ \$544.32	\$1,088.64
Office Supplies & Equipment	
Increase in Office Space	
CLE Fee & License fee CLE-\$1,000.00 License Renewal Fee \$400.00 per atty	\$1,400.00
COLA adjustments	2%
PERS RATE	25.75%
PEBS \$699.25 (AEGIS) + 2.357 % of payroll (REGIS) x 2	\$1,398.50
West Law Library -2 attorneys-monthly fee	\$131.00
Time Keeping Software-yearly fee	\$99.95

Outside Counsel-Morris, Polich & Purdy 2015

John Hunt, (General Counsel)	contracted rate	n/a
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Bert Wuerster (General Counsel)	contracted rate	n/a	
Patricia Quinn (Legal Assistant)	contracted rate	n/a	
Total Legal Costs Paid to Morris Polich & Purdy 2015			\$278,000.00

Research via Internet-Salaries for Administrative Law Attorneys

Regular Pay

Average Starting Salary	\$91,000.00
Top 10% Administrative Law Attorney Starting Salary	\$158,400

Research via Internet-Salaries for Legal Assistant

Average	\$54,000.00
Top 10% Legal Assistant	\$77,604.00

UPDATED CONTRACTS :

-Roseman University

-CSN

- Lydia Wyatt, DDS



Engelstad School of Health Sciences
Charleston Campus
Sort Code W3K
6375 West Charleston Boulevard
Las Vegas, NV 89146-1164

702.651.5684
fax: 702.651.5877

July 15, 2015

Dr. Rebecca Edgeworth
Volunteers in Medicine of Southern Nevada
4770 Harrison Dr., Ste. 200
Las Vegas, NV 89121

Dear Dr. Edgeworth;

On behalf of the College of Southern Nevada, I want to thank you for offering your facility. We are grateful for the support offered by your facility to provide educational experiences for our students.

Enclosed is a signed affiliation agreement for your records.

Thank you again for offering this opportunity for our students.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Hamilton".

Josh Hamilton, DNP, RN-BC, NP-C, CNE
Dean, Engelstad School of Health Sciences

STUDENT TRAINING AGREEMENT

This STUDENT TRAINING AGREEMENT ("Agreement"), is effective as of June 1, 2015, by and between VMSN, Inc. dba Volunteers in Medicine of Southern Nevada, a Nevada non-profit corporation ("Clinic"), and the Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada ("School").

This Agreement is made with reference to the following facts:

A. WHEREAS, School conducts the health education programs for students ("Program") listed in Exhibit A, which require clinical experience in (see attached Exhibit "A") _____ in order to acquire technical skill (the "Training Experience").

B. WHEREAS, Clinic operates together with their related ancillary facilities which provide health care to patients (collectively, "Clinic" or "Clinics").

C. WHEREAS, Clinic is willing to allow School's Students (referred to individually as "Student" or collectively as "Students") to receive Training Experience at its facilities located at 4770 Harrison Dr. #200, Las Vegas, NV 89121 and other Las Vegas facilities in order that Student may receive the required clinical experience, all upon the terms and conditions and subject to the limitations set forth in this Agreement.

THEREFORE, it is agreed between the parties as follows:

1. RESPONSIBILITIES OF SCHOOL.

1.1 **Program Under Jurisdiction of School.** The Program conducted pursuant to this Agreement is an education program of School and not Clinic. Students participating in the Program shall be under the exclusive jurisdiction of the School at all times. Notwithstanding the foregoing, the time, place and subject matter of all educational activities at the Clinic, including plans therefore, shall be subject to the approval of Clinic, and School assumes responsibility for assuring that Students observe the rules and regulations of Clinic and that nothing is done which might prove detrimental to Clinic or its patients. Further, School shall:

(a) Designate a faculty member ("Faculty Coordinator") who shall be responsible for the development, coordination, implementation and supervision of the Student's experience at Clinic in consultation with the Designated Representative of Clinic.

(b) Maintain records and reports of the Student's Training Experience for a period of not less than four (4) years;

(c) Notify the Clinic in advance of the planned Training Experience, to include area, date of arrival and name of the Student. This schedule shall be subject to the Clinic's approval, which approval shall not be unreasonably withheld;

(d) Use all reasonable efforts to assure Student's compliance with Clinic's policies and procedures, rules and regulations, including maintaining confidentiality with respect to all confidential information acquired in the course of the Training Experience;

(e) Provide a copy of the performance objectives for the Training Experience and the assurance that the Student is academically prepared to meet such objectives;

(f) Consult with Clinic's Designated Representative with respect to a Student

7

evaluation process pertaining to the Training Experience;

(g) Assure that Student assigned to Clinic, prior to any observation period or participation in any clinical experience, has received training in blood and body fluid standard precautions consistent with the U.S. Centers for Disease Control and Prevention Guidelines. Documentation of such training will be provided to Clinic upon request;

(h) Assure that Student has obtained the physical examination, maintains medical insurance, and has complied with such other requirements upon request of Clinic, and submit documentation of that compliance;

(i) Inform Student, prior to the Student's participation in the clinical portion of the Program at Clinic, of the Student's responsibilities as set forth in Paragraph 3 and in Exhibit B "Confidentiality Statement", and Exhibit C "Student's Responsibilities Prior to and During Student's Training Experience at Clinic." of this Agreement.

(j) Maintain and evidence the insurance and/or self-insurance program participation required by the provisions of Paragraph 6 throughout the term of this Agreement and, unless said insurance provides coverage on an occurrence basis, for at least three (3) years following termination of this Agreement; and

(k) Assure that Student has signed Exhibit "B", Confidentiality Statement, and Exhibit "C", Student's Responsibilities Prior to and During Student's Training Experience at Clinic.

(l) Conduct an OIG List of Excluded Providers,

(i) School represents and warrants that it has checked the OIG List of Excluded Providers ("List") and that School and no Students provided under this Agreement appear on said List. Further, School represents and warrants that School and no Student provided by School under this Agreement is subject to sanction or exclusion from participation under any federal or state health care program. In the event that School becomes so sanctioned or excluded, Clinic may immediately terminate this Agreement. In addition, any Student or School personnel who become so sanctioned or excluded during the term of this Agreement shall be immediately removed from the Clinic by School, if applicable, and shall be thereafter as pertains to this Agreement excluded from the Clinic. Removal of any excluded personnel pursuant to this Section shall not preclude Clinic's right to immediately terminate this Agreement.

(ii) School shall provide proof of compliance of School's obligations pursuant to this Section 1.1(l) promptly upon request by Clinic. Failure to comply with the obligations of this Section shall be deemed a material breach of this Agreement.

1.2 Cooperation and Coordination with Clinic. In order to assure the effectiveness of the Program, School and Clinic will work together in planning and implementing the Program, and in this connection, shall advise one another of the philosophy, objectives, policies and regulations of their respective institutions.

1.3 No Compensation. The Program conducted hereunder shall be conducted without the payment of any monetary consideration by School or Clinic to the other or by or to any Student participating in the Training Experience.

1.4 Evaluation and Grading of students. School and its faculty are solely responsible

for the evaluation and grading of its students and will assign the final course grade, and may receive any input as to the student performance from the clinic representatives as the faculty deem appropriate or necessary.

2. CLINIC'S RESPONSIBILITIES

2.1 Clinic shall:

(a) Appoint a Designated Representative who shall consult with the School Faculty Coordinator for the purpose of implementing and coordinating the Training Experience at Clinic. The Clinic's Designated Representative is authorized to provide any approval, which is required by the terms of this Agreement but is not authorized to approve any amendment to or waiver of the terms of this Agreement;

(b) Provide appropriate general patient care facilities for the Training Experience conducted under this Agreement, including classroom and conference room space when available, provided that the presence of the Students shall not be allowed to interfere with the regular activities of the Clinic;

(c) Provide opportunities to Student to enable Student to acquire clinical experience as required by Program but only to the extent that the existing facilities and varying patient census of Clinic permit;

(d) Permit designated Clinic personnel to participate with the faculty of School in the instruction of Student at Clinic; however, this shall not interfere with the service commitments of Clinic personnel;

(e) Provide a reasonably safe area for storage of Student's personal belongings, although Clinic does not assume responsibility for any personal belongings of Students;

(f) Provide the same cafeteria privileges to Student as are available to Clinic staff;

(g) Permit the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of School;

(h) Maintain and evidence the insurance and/or self-insurance program participation required by the provisions of Paragraph 6 throughout the term of this Agreement;

(i) Maintain ongoing communication with School; and

(j) Provide instruction in safety and require that Students adhere to all safety regulations established by the Clinic. Clinic will provide safety education and orientation to safety equipment, policies, and procedures at the time of student orientation. The Clinic will provide all necessary personal protective equipment, appropriate safety equipment and related information for students during assigned clinical experiences.

(k) The Clinic will provide emergency medical treatment in the event of an accident or injury. All expenses for the emergency treatment are the responsibility of the Student. Student is responsible for all follow-up treatment after emergency treatment has been given.

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3. STUDENT'S RESPONSIBILITIES.

3.1 Education Primary Responsibility. It is understood and agreed that Student assigned to Clinic pursuant to this Agreement is assigned primarily for purposes of education and training, and at no time shall replace Clinic personnel in the provision of patient services. Prior to participating in the Training Experience, shall:

(a) Provide Clinic with certification of training in standard precautions for handling blood and body fluids consistent with U.S. Centers for Disease Control and Prevention guidelines;

(b) Provide evidence of medical insurance coverage,

(c) Provide evidence of a current physical examination or certification from a licensed physician that the Student is in a state of good health and is free from any casually transmitted communicable disease in a contagious stage, and including proof of current status of the following:

(i) Negative result to an 8-panel drug screen consistent with testing done on Clinic employees but no less than an 8-panel drug screen.

(ii) Tuberculosis: proof of non-infectivity with pulmonary tuberculosis by completing either (1), (2), (3) or (4):

(1) Two-step TB skin test (TST) for students with no history or a positive TST who have not been tested in the last 12 months;

(2) One step TST test for students with proof of a negative TST in the last 12 months;

(3) Negative chest radiograph for students with proof of past positive TST;

(4) Negative blood test results.

(iii) Rubella: documented receipt of one vaccination after 1st birthday, history of disease, born before 1957, serological evidence of immunity or statement of refusal;

(iv) Rubeola: documented receipt of two vaccinations on or after first birthday, history of disease, born before 1957, serological evidence of immunity or statement of refusal.

(v) Chicken pox: documented receipt of vaccination, history of the disease, serological evidence of immunity or statement of refusal.

(vi) Hepatitis B: documented vaccine series of three doses, serological evidence of immunity or statement of refusal.

(vii) Tetanus and diphtheria: documented inoculation within ten (10) years

(d) Execute and transmit to Clinic a Confidentiality Statement in the form

attached hereto, marked **Exhibit B**; and Declaration of Responsibilities marked **Exhibit C**.

(e) Conform to all applicable Clinic policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the Designated Representatives of Clinic and School;

(f) Be responsible for his or her own support, maintenance and living quarters while participating in the Training Experience and for transportation to and from Clinic.

3.2 **Student Access to Clinic Facilities.** Access to the facilities of Clinic by Student shall be allowed only to the extent that access is necessary for the implementation of the Training Experience.

4. **RELATIONSHIP.** Student and faculty, while participating in the Training Experience conducted pursuant to this Agreement, shall not be considered employees of Clinic. Clinic does not assume any liability under any law relating to workers' compensation on account of any act of any Student or faculty performing any duty, receiving or participating in any clinical experience and training, or traveling pursuant to this Agreement. Student and faculty participating in the Training Experience shall not be entitled to any monetary remuneration from Clinic for services performed by them, in the course of receiving clinical experience pursuant to this Agreement.

5. **TERMINATION OF STUDENT.** Notwithstanding anything in this Agreement to the contrary, Clinic may suspend the right of any Student participating under the terms of this Agreement to participate in the Training Experience at Clinic if, in the sole judgment and discretion of Clinic, the conduct, health or attitude of the Student threatens the health, safety, or welfare of any patient at Clinic or the confidentiality of any information relating to a patient. This action shall be taken by Clinic only on a temporary basis until Clinic has consulted with representatives of School. The consultation shall include an attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the Training Experience at Clinic is vested in Clinic. The procedures referred to in this Paragraph are separate from any procedures of School relating to the Student's continued participation in Program at School.

6. **INSURANCE.**

6.1 **Insurance.** School and Clinic shall purchase and maintain in full force and effect during the term of this agreement the following insurance or equivalent program of self-insurance:

(a) Commercial or comprehensive general liability insurance with a combined single limit each occurrence for bodily injury and property damage not less than \$1,000,000. Such insurance shall include personal and advertising injury with an annual aggregate limit not less than \$2,000,000.

School shall secure and maintain for each Student participating in the Training Experience professional liability/errors and omissions insurance in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. School warrants and represents that Students are not employees of the Nevada System of Higher Education, its institutions, or of the State of Nevada. Nevada Revised Statute 41.035, which

limits awards for damages against present or former officers or employees of the State or of any political subdivision to \$100,000 does not, therefore, apply to students.

(b) Clinic and School shall each at their own expense maintain Workers' Compensation insurance for their own employees, as required under Nevada State law or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required; such insurance shall include Employer's liability with a limit not less than \$1,000,000 per occurrence.

6.2 **Continuous Coverage.** Such insurance shall be on an occurrence basis. In order for the acts and omissions of School or Clinic to be continually covered there must be insurance coverage for the entire period commencing with the effective date of this agreement and ending on the date that is at a minimum one (1) month after the final termination date of this agreement including any extensions or renewals thereof.

6.3 **Insurance Company.** All required insurance shall be placed with an insurance company or companies licensed to do business in the State of Nevada, and currently rated A.M. Best as A - IX or better. Notwithstanding this requirement, School acknowledges that Clinic's medical professional liability coverage is obtained through the Federal Tort Claims Act Free Clinic program in association with HRSA.

6.4 **Primary Insurance.** Clinic and School agree that other than the self-insurance general liability insurance, such policies are primary insurance and shall not contribute to or be excess of any other insurance or self-insurance available to the insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit may be brought.

6.5 **Certificates of Insurance/Evidence of Protection.** If requested, the parties will furnish to one another certificates of insurance or evidence of self-insurance evidencing the required insurance coverage. Such insurance shall contain a provision that the coverage cannot be cancelled, terminated or materially changed without 30 days written notice to the other party except that 10 days written notice shall be given for non-payment of premium.

6.6 **Waiver of Subrogation.** The parties agree to waive subrogation against each other. Each liability insurance policy shall provide for waiver of subrogation against the School.

6.7 **Mandatory Insurance.** The insurance requirements under this section are mandatory. Failure of either party to request certificates of insurance shall not constitute a waiver of either party's obligations and requirements to maintain the coverage specified in this section.

6.8 **Clinic Insurance.** Clinic shall keep and maintain, at its sole cost and expense, professional liability/errors and omissions coverage for acts and omissions of Clinic, its officers, employees and agents. All such insurance shall be issued upon such forms and in such amounts that are customary in the Clinic industry or through programs of self-insurance.

6.9 **Indemnity.** To the extent limited in accordance with Nev. Rev. Stat. ("NRS") 41.035 to 41.039, School shall indemnify, defend and hold harmless Clinic, 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, arising either directly or indirectly from any act or failure to act by School, any of its officers or employees or any Student which may occur during or which may arise out of

the performance of this Agreement.

E. Clinic hereby agrees to indemnify, defend, save and hold harmless School, 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, arising either directly or indirectly from any act or failure to act by Clinic or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. In no event shall Clinic's obligation to indemnify, defend, save and hold harmless pursuant to this Section exceed the sum of \$100,000.00 nor shall Clinic be responsible for any amount as exemplary or punitive damages.

7. **APPROVAL AND QUALIFICATION.** Only Students who have satisfactorily completed the pre-clinical didactic portion of the Program, which is prerequisite to clinical experience, shall participate in the Training Experience at Clinic. The number of Students to participate at any one time shall be approved by Clinic.

8. **PROHIBITION AGAINST DISCRIMINATION.** Clinic, School or Student participating in the Program shall not discriminate against any person because of race, color, creed, age, sexual orientation, national origin, sex, marital status, or veteran's status as provided by law. In addition, Clinic, School, or Student shall not discriminate against any person because of handicap under Section 504 of the federal Rehabilitation Act of 1973 or disability under the Americans with Disabilities Act of 1990.

9. **DESTRUCTION OF FACILITIES.** In the event that Clinic facilities shall be partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the facilities untenable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as Clinic determines that the premises or the facilities shall again be tenable.

10. **TERM AND TERMINATION.**

10.1 **Term.** This Agreement, except as otherwise expressly provided, is effective as of the date stated in the first paragraph of the Agreement and shall terminate five (5) years later unless terminated earlier under any of the following provisions. This agreement can be renewed at any time during the 5-year term by mutual written agreement of both parties.

10.2 **Termination.**

(a) This Agreement may be terminated, without penalty or cause, at any time by either party by giving to the other party a Ninety Day (90) written notice by registered mail to the people at the addresses set forth below the signatures at the end of this Agreement, with the effective date of termination specified in said notice. Such termination shall not take effect with regard to Students already in the Training Experience until such time as those Students have completed their Training Experience.

(b) The provisions of Paragraphs 1.1(k), 2.1(h), 6 and 7 shall survive any termination of this Agreement.

11. **GENERAL PROVISIONS.**

11.1 **Amendment.** This Agreement may not be amended except in writing signed by the authorized representatives of both parties.

11.2 **Governing Law.** The laws of the State of Nevada shall govern this Agreement.

11.3 **Notice.** Any notice, demand, request, consent, approval or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail or overnight delivery to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated upon receipt or in four (4) days from the date-stamped time of mailing if mailed as provided in this Section, whichever first occurs. Alternatively, either party may fax notices, provided that fax notices shall be deemed communicated upon confirmation of successful transmission of the fax notice.

To Clinic:

VMSN, INC.
ATTN: Rebecca Edgeworth, MD
Medical Director
4770 Harrison Dr.
Las Vegas, NV 89121

To School:

College of Southern Nevada
Office of the Dean, School of Health Sciences
6375 W. Charleston Boulevard
Sort Code WCK321
Las Vegas, NV 89146
Phone: (702) 651-7488
Fax: (702) 651-7464

11.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

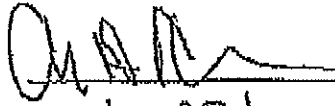
11.5 **Modification and Amendments.** The terms and provisions of this Agreement may be modified or amended by mutual consent of the parties to this Agreement. In the event of a conflict, the terms and conditions of this Agreement will take precedence over those of any similar agreement.

11.6 **Severability of Terms.** If any provision of this Agreement shall be deemed invalid or unenforceable by a court of appropriate jurisdiction, then such unenforceable or invalid provision shall be deemed to be deleted from this Agreement. All remaining provisions of the Agreement shall be deemed to be in full force and effect.

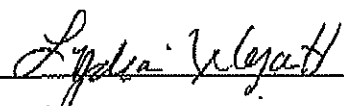
THIS AREA INTENTIONALLY LEFT BLANK

11.7 **Entire Agreement.** This Agreement and Exhibits attached hereto constitute the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements and no other representations or understandings of the parties shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Agreement may not be modified except by an instrument in writing executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date first written above.

By: 
Christina A. Pedersen M.D.
Chief Operating Officer


Date: 6/25/15

By: 
Lydia Wyatt, DDS
Volunteer Dental Director

Date: 7-13-2016

Board of Regents of the Nevada
System of Higher Education on
behalf of the College of Southern
Nevada

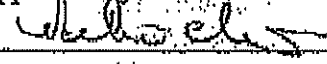
Recommended by:

By: 

Patricia R. Castro, Dean
CSN Engelstad School of Health
Sciences

Date: 6/29/2015

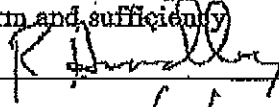
Approved by:

By: 

Patricia Charlton, Sr. Vice President
Strategic Initiatives and
Administrative Services

Date: 7/13/15

Reviewed and approved as to legal
form and sufficiency

By: 

Date: 6/6/15

EXHIBIT A

Cardiorespiratory Sciences, AAS & BAS
Clinical Laboratory Sciences-Phlebotomy
Dental Assisting
Dental Hygiene, AAS & BAS
Health Information Technology
Medical Office Assisting
Medic to Practical Nursing
Ophthalmic Lab Technician
Pharmacy Technician
Practical Nursing

Additional programs may be added by written agreement of the parties.

EXHIBIT B

STUDENT CONFIDENTIALITY STATEMENT

The undersigned understands that all medical information acquired as a result of their participating in work and/or health care activities at VMSN, Inc. ("Clinic") is confidential and that the undersigned is prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Clinic. The undersigned agrees to protect the confidentiality of patient information as required by law at all times both during and following his or her relationship with Clinic. Conversations between physicians, nurses and other health care professionals in connection with or in the presence of a patient receiving care or between the undersigned and a patient are also protected and may not be discussed. The undersigned recognizes that other sources of medical information include medical records, emergency room department and ambulance records, child abuse reporting forms, elderly abuse reporting forms, laboratory requests and results, and x-ray requests and results. The undersigned understands that a breach of this confidentiality by him or her may result in an action for damages against him or her as well as against Clinic. Clinic may terminate the undersigned's relationship with Clinic based upon a single breach of confidentiality by him or her.

Date: _____

Student

Date: _____

Witnessing Faculty Advisor

EXHIBIT C

STUDENT DECLARATION OF RESPONSIBILITIES

I, _____, hereby state, represent and agree that:
(Student Name)

1. I am over eighteen (18) years old.
2. I am a student enrolled in _____ (hereinafter referred to as "Program"), and as such I am participating in the School's clinical experience program (hereinafter referred to as the "Training Experience") at _____ (hereinafter referred to as "Clinic").
3. For and in consideration of the Training Experience provided me at the Clinic, under the Student Training Agreement (the "Agreement") between the Board of Regents of the Nevada System of Higher Education, on behalf of the College of Southern Nevada ("School") and Clinic, I, _____, a student at the College of Southern Nevada, Las Vegas on my own behalf and on behalf of my heirs, assigns and personal representative (if deceased), do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss (including death) sustained by me while participating in the Program or Training Experience, unless such injury or loss (including death) arises solely out of the willful misconduct of School or Clinic or their respective directors, officers, employees, or agents. Further, in the event of willful misconduct, any such liability of School or Clinic shall be several, not joint, and shall only be applicable to School in the event of willful misconduct of School or its directors, officers, employees, or agents, or to Clinic in the event of willful misconduct of Clinic or its directors, officers, employees, or agents, as the case may be.
4. I agree to obtain a physical examination within one year prior to entering into the Training Experience at Clinic and to provide proof of the following:
 - a. Negative results to an 8-panel drug screen;
 - b. Tuberculosis; Proof of non-infectivity with pulmonary tuberculosis by completing either (1), (2), (3), or (4):
 - (1) Two-step TB skin test (TST) for students with no history or positive TST who have not been tested in the last 12 month;
 - (2) One step TST test for students with proof of a negative TST in the last 12 months;
 - (3) Negative blood test results
 - (4) Negative chest x-ray for students with proof of past positive TST.
 - c. Rubella: documented receipt of one vaccination on or after first birthday, history of the disease, born before 1957, serological evidence of immunity, or statement of religious or medical refusal.
 - d. Rubeola: documented receipt of two vaccinations on or after first birthday, history of the disease, born before 1957, serological evidence of immunity, or statement of religious or medical refusal.
 - e. Chicken pox: documented receipt of vaccination, history of the disease, born before 1957, serological evidence of immunity, or statement of religious or medical refusal.
 - f. Hepatitis B: documented vaccine series of three doses, serological evidence of immunity, or statement of religious or medical refusal.

- g. Tetanus and diphtheria: documented inoculation within ten (10) years.
- h. Certification from a licensed physician that I am free of any casually transmitted communicable disease in a contagious stage.
5. i. Upon request, I further agree to provide documentation to Clinic evidencing my health insurance in effect throughout the period of the Program. I also agree that I may be required to undergo drug testing prior to, as well as during, my participation in the Program. I hereby authorize School and Clinic access the results of all such drug testing. I agree to obtain, at my own cost, a criminal background check to include as a minimum an outstanding warrants search, statewide criminal search, fingerprinting (required by law in Nevada and Arizona), a Department of Motor Vehicle Records search, and civil and criminal public filings for the State of Nevada (hereinafter collectively referred to as the "Background Information"). I agree to provide the Clinic with the Background Information for Clinic's review prior to my acceptance by Clinic.
6. I agree to conform to all applicable Clinic policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the Clinic Designated Representative and School.
7. I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the Training Experience and that I am responsible for my own transportation to and from the Clinic.
8. I understand and agree that I am responsible for my own medical care needs. I understand that Clinic will provide access to emergency medical services should the need arise while I am participating in the Training Experience. However, I understand and agree that I am fully responsible for all costs related to general medical or emergency care, and that Clinic shall assume no cost or financial liability for providing such care.
9. I acknowledge that I have received training in blood and body fluid standard precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention. Documentation of such training shall be provided prior to beginning my Internship Program.
10. I acknowledge and agree that my status with the Clinic is that of a student, that I will receive academic credit for the Training Experience provided at Clinic and that I will not be considered an employee of Clinic or School, nor shall I receive compensation from either the Clinic or the School. I further acknowledge that I am neither eligible for nor entitled to workers' compensation benefits under Clinic's or School's coverage based upon my participation in Program. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program.
11. I understand that Clinic may suspend my right to participate in the Training Experience if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any patients, invitees, or employees at Clinic or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that this action shall be taken by Clinic only on a temporary basis until after consultation with School. The consultation shall include an attempt to resolve the suspension, but the final decision regarding my continued participation in the Program at Clinic is vested in Clinic.
12. I agree to comply with discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, marital status, sexual orientation, national origin, age, physical handicap, or medical condition as provided by law.
13. I further understand that Clinic has the right to suspend use of their facilities in connection with this Training Experience should their facilities be partially damaged or destroyed and such damage is sufficient to render the facilities untenable or unusable for their purpose while not entirely or substantially destroyed.
14. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, conversations between or among any healthcare professionals are considered privileged and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.
15. I hereby acknowledge and agree that I have been offered the opportunity (if desired) to consult with my own

attorney concerning the contents of this Student Statement of Responsibility before signing it.

16. I warrant that I have read and understand the contents of this statement; and that I sign it freely and without reliance upon any representations or promises by the State of Nevada, including its Board of Regents of the Nevada System of Higher Education, Faculty or their respective directors, officers, employees or agents.

. I recognize that as consideration for agreeing to said terms Clinic will permit me to participate in the Training Experience at Clinic.

Student Signature

Date

Printed Name of Student

EXHIBIT D

NSHE STATEMENT OF NON-DISCRIMINATION
FOR CSN STAFF & STUDENTS

The College of Southern Nevada is committed to providing a place of work and learning free of discrimination on the basis of race, color, national origin, disability (whether actual or perceived by others), religion, age, sex/gender (including pregnancy-related conditions), sexual orientation, gender identity or expression, genetic information, veteran status (military status or military obligations) in the programs or activities which it operates. Where discrimination is found to have occurred, CSN will act to stop the discrimination, to prevent its recurrence, to remedy its effects, and to discipline those responsible. The following person has been designated to handle inquiries regarding non-discrimination policies at CSN and is responsible for coordinating compliance efforts concerning Executive Order 11246, Title VI and Title VII of the Civil Rights Act of 1964, Title IX Educational Amendments of 1972 (sexual harassment/sexual violence), Title II of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1990: Debbie Tanner, Compliance Investigator II, CSN Charleston Campus, 6375 W. Charleston Blvd., Bldg. "E", Office E-128, Las Vegas, NV 89146, phone: 702-651-5783, Email: debbie.tanner@csn.edu. For further information on notice of non-discrimination, persons may contact the U.S. Department of Education, Office for Civil Rights at 1-800-421-3481, or visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area.

Date: _____

Student.

Date: _____

Witnessing Faculty Advisor



April 14, 2016

Martin Lipsky MS, MD
Chancellor-South Jordan Campus
Roseman University of Health Sciences
10920 S River Front Pkwy South Jordan, UT
mlipsky@roseman.edu

Frank W. Licari, DDS, MPH,
MBA Dean, College of Dental Medicine
Roseman University of Health Sciences
10920 S River Front Pkwy South Jordan, UT
flicari@roseman.edu

Re: Memorandum of Agreement (Volunteers in Medicine of Southern Nevada)

The following is a Memorandum of Agreement for the Volunteers of Medicine of Southern Nevada. Please sign the final page and return at your convenience. The details of the Memorandum are stated below:

MOA Purpose: To establish a community-based clinical rotation with Volunteers in Medicine of Southern Nevada in conjunction with the Colleges of Pharmacy, Nursing, and Medicine.

Partner Description: Volunteers in Medicine of Southern Nevada is a non-profit organization with the mission to "Provide quality health care and support for people without access to health care in Southern Nevada within a culture of caring." At VMSN Clinics, volunteers provide free medical care, basic diagnostic testing and medications for uninsured, low-income individuals and their families who qualify for our services. Their new clinic, donated by Phil Ruffin owner of Treasure Island Hotel and Casino, has expanded its services to oral health care in a new 4 chair dental clinic. Our hope is to join the Roseman University Colleges of Nursing, Pharmacy, and Medicine in their effort to educate Roseman's students while serving in the VMSN clinics.

Approved Changes in MOA: All changes to our standard affiliation agreement have been approved and authorized with Dr. Nandi and Terrell Sparks.

Thank you,

Aaron Ferguson, DMD, CPH
Director of Public Health Sciences Education
College of Dental Medicine
Roseman University of Health Sciences
(801) 878-1416
aferguson@roseman.edu

AFFILIATION AGREEMENT BETWEEN

Roseman University of Health Sciences South Jordan Campus
College of Dental Medicine
and
Volunteers in Medicine of Southern Nevada

THIS AGREEMENT is entered into by and between the Roseman University of Health Sciences South Jordan Campus - College of Dental Medicine, located at 10894 S. Riverfront Parkway, South Jordan, UT 84095, hereinafter referred to as the "CODM" and the Volunteers in Medicine of Southern Nevada (1240 North Martin Luther King Blvd. Las Vegas, NV 89106) hereinafter referred to as the "Practice Site".

WHEREAS, the CODM has a curriculum to educate dentists; and,

WHEREAS, clinical dental practice experience is a required and integral component of the dental school curriculum and professional preparation; and,

WHEREAS, the CODM desires the cooperation of the Practice Site and its staff in the development and implementation of the community-based clinical rotations for its students; and,

WHEREAS, the Practice Site recognizes its professional responsibility to contribute to the education and professional preparation of dental students;

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the CODM and the Practice Site enter into this agreement on the terms and conditions set forth below to establish the Practice Site as a community-based clinical rotation site.

The CODM agrees to:

1. Appoint a faculty member to administer the CODM's responsibilities related to the community-based clinical rotation.
2. Assume responsibility for assuring compliance with the educational standards established by the Commission on Dental Accreditation.
3. Refer to the Practice Site only those students who have satisfactorily completed the prerequisite portion of the curriculum.
4. Inform the students of the Practice Site's requirements for acceptance and direct the student to comply with the existing rules and regulations of the Practice Site.
5. Communicate to the Practice Site each student's educational preparation and qualifications.
6. Establish and maintain ongoing communication with the Practice Site on items pertinent to Doctor of Dental Medicine education. On-site visits will be arranged when feasible and/or upon request by the Practice Site.
7. Prohibits the publication by the students, faculty or staff members of any material relative to their community-based clinical rotation that has not been reviewed by the

Practice Site and the appropriate faculty member at the CODM, in order to assure that infringement of patients' rights to privacy is avoided. Any article written by a student must clearly reflect that the CODM or Practice Site does not endorse the article, even where a review has been made prior to publication. This is accomplished by requiring the following disclaimer to appear with each such article written: "The opinion and conclusions presented herein are those of the author and do not necessarily represent the views of the Roseman University CODM or Practice Site.

The Practice Site agrees to:

1. Designate a Coordinator acceptable to the CODM, who will be responsible for the supervision of the student(s) and the planning and implementation of the community-based clinical rotation.
2. Provide the Coordinator with sufficient time and commitment to become calibrated to the CODM assessment standards.
3. Provide the Coordinator with sufficient time to supervise, plan, and implement the clinical rotation including, when feasible, time to attend relevant meetings and conferences.
4. Allow Students to perform services for patients under the direct supervision and control of a designated licensed dentist.
5. Maintain, at all times, responsibility for and control and supervision of patient care.
6. Require a student to render only those services within the student's educational preparation and qualifications, and related to the objectives of the community-based clinical rotation.
7. In the event of illness or injury, make emergency first aid available, activation of EMS when appropriate, and referral to an appropriate medical provider without the practice site being responsible for the costs.
8. In the event Students sustain a blood-borne pathogen exposure to bodily fluids or a needle stick with a contaminated needle, Practice Site agrees to provide or give the student immediate access to the following services through referral to an appropriate medical provider:
 - Providing Employee Health Services as soon as possible after the injury to the Student.
 - Providing emergency medical care and employee health service as soon as possible following the injury.
 - HIV Counseling and appropriate testing.
 - Initiation of Hepatitis B (HBV), Hepatitis C (HCV), and HIV protocols as needed.
 - The source patient's HBV, HCV and HIV status will be determined by Clinic in the usual manner to the extent possible.
 - CODM will provide the necessary insurance billing information with the Practice Site not being responsible for any costs involved.
9. Advise the CODM of any changes in its personnel, operation, or policies which may affect the community-based clinical rotation.
10. Permit, upon reasonable request, the inspection of the community-based clinical rotation facilities, the services available for the community-based clinical rotation, student records, and other such items pertaining to the community-based clinical

rotation by the CODM and/or agencies charged with the responsibility for accreditation of the College of Dental Medicine program.

11. Make available to CODM and the student with a copy of the Practice Site's existing rules, regulations, policies, and procedures with which the student is expected to comply.
12. Make available the physical facilities and equipment necessary to conduct the community-based clinical rotation and, whenever possible, the use of library facilities, reference materials, reasonable study and storage space, and any other specialized learning experiences.
13. Evaluate the performance of the student on a regular basis using the evaluation form supplied by the CODM. It will then be the mutual responsibilities of the student, faculty member, and coordinator to devise a plan by which the student may be assisted to achieve the stated objectives.
14. Ensure that services provided by Clinic shall be provided in accordance with professional standards and all applicable federal, state or local governmental laws and regulations.
15. Comply with all federal, state, and local laws and ordinances concerning the confidentiality of student records and concerning human subject research, if students participate in such a research program.
16. Indemnify and hold CODM and its students, employees and authorized agents harmless against any and all liability and expenses against CODM and its students, employees and authorized agents as a result of negligent, wrongful act or omission of the Practice Site related to this community-based clinical rotation.
17. In the event of a clinical incident involving the student that may reasonably be expected to involve a potential claim to one of the University's or student's insurance policies, Practice Site shall provide and allow the University to review any and all Incident Reports prior to asking the student to sign the incident report(s).

Rights/Responsibilities of the Student

The CODM will notify each student that he or she is responsible to:

1. Provide prior to the commencement of the community-based clinical rotation such information as may be required by the CODM or deemed necessary for the education and guidance of the student, together with the student's authorization for release of such information as permitted by law.
2. Abide by existing rules, regulations, policies, and procedures of the Practice Site.
3. Observe and respect all patients' rights, confidences, and dignity.
4. Notify the CODM and the Practice Site immediately whenever absence from the Practice Site becomes necessary.
5. Dress in appropriate attire for the community-based clinical rotation as established by the CODM, and secure transportation and living accommodations as necessary, to participate in the community-based clinical rotation.

The CODM and the Practice Site mutually agree to:

1. Pursue the educational objectives for the community-based clinical practice experience, devise methods for their implementation, and continually evaluate the effectiveness of the community-based clinical practice experience in meeting the objectives.
2. Make no distinction among students covered by the Agreement on the basis of race, religion, sex, creed, age, handicap, or national origin. For the purpose of this agreement, distinctions on the grounds of race, religion, sex, creed, age, handicap, or national origin include, but are not limited to the following: denying a student any service or benefit or availability of a facility; providing any service or benefit to a student which is different or is provided in a different manner or at a different time from that provided to other students under this Agreement; subjecting a student to segregation or separate treatment in any matter related to receipt of any advantage or privilege employed by others receiving any service or benefits; treating a student or potential student differently from others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement or condition which individuals must meet in order to be provided any service or benefit.
3. Acknowledge that the students of the CODM are fulfilling specific requirements for community-based clinical rotation as part of a degree and therefore, the students of the CODM are not to be considered employees of either the CODM or the Practice Site, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee benefit programs, or any other purpose.
4. Withdraw from the community-based clinical rotation any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Practice Site, or whose health status is a detriment to the student's successful completion of the community-based clinical rotation. The Practice Site will have the right to recommend the CODM make a withdrawal, with such a request to be in writing and to include a statement of the reason why the Practice Site recommends the student to be withdrawn. The CODM may withdraw a student from the community-based clinical rotation at any time, upon written notice to the Practice Site.
5. Determine the number of students able to participate in the Practice Site's community-based clinical rotation, and the period of time for each student's clinical rotation. The planned schedule of student assignment will be made at least one month prior to the commencement of the student's community-based clinical rotation, and may be altered by mutual agreement with due consideration given to both parties.

Insurance and Indemnification:

- a. For Students on rotation at the Practice Site pursuant to this Agreement, the CODM shall obtain and maintain in full force and effect for each Student assigned to the Practice Site, professional liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- b. Practice Site shall maintain in full force and effect throughout the term of this Agreement: (1) professional liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate (2) general liability insurance in an

amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate; and, (3) worker's compensation insurance as required by law.

- c. It is understood that the insurance coverage's required by this Section shall be a continuing obligation and condition of this Agreement. CODM and Practice Site shall, respectively, be responsible for satisfying any of its own deductible of self-insured retention.
- d. Each Party to this Agreement shall indemnify and hold harmless the other Party and its affiliated corporations and entities, and its directors, trustees officers, agents and employees against any and all damages, losses, costs and expenses (including reasonable attorneys' fees) incurred in connection with claims or demands for injury or damage arising from or caused by the indemnifying Party's negligent or willful acts or failure to act or the negligent or willful acts or failure to act of its directors, trustees, officers, agents and employees in connection with the subject matter of this Agreement.

Terms of Agreement

- 1. This agreement shall commence on the signature date by the Practice Site and shall remain effective for a term of three years upon execution by both parties. This agreement will be automatically renewed at the term end after appropriate review by both parties, unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.
- 2. It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendment.
- 3. If either party wishes to terminate this agreement prior to the end of its normal term, ninety (90) days written notice shall be given to the other party. However, any such termination by the Practice Site shall not be effective as to any student who was participating in said program until such student has completed the program.
- 4. Other consideration or additional considerations:

FOR THE CODM:

Sign: Frank W. Licari
Name: Frank W. Licari, DDS, MPH, MBA
Title: Dean, College of Dental Medicine
Roseman University of Health Sciences
Date: 4-15-16

FOR THE PRACTICE SITE:

Sign: Christine A. Peterson
Name: Christine A. Peterson
Title: Chief Operating Officer
Facility: WASH INC
Date: 2/1/16

Sign: Martin Lipsky
Name: Martin Lipsky, BS, MS, MD
Title: Chancellor, South Jordan Campus
Roseman University of Health Sciences
Date: 4-19-2016

Sign: Lydia Waga H
Name: Lydia Waga H, DDS
Title: Volunteer Dental Director
Facility: VMSN
Date: 7-13-2016