

COLLABORATIVE AGREEMENT
BETWEEN
THE GREAT PLAIN'S AREA INDIAN HEALTH SERVICE AREA
AND

TURTLE MOUNTAIN COMMUNITY COLLEGE
P.O. BOX340
BELCOURT. NORTH DAKOTA 58316

COLLABORATIVE AGREEMENT: SD-CA-14-0053

1. Purpose of Agreement- This Collaborative Agreement ("Agreement") is made between the Indian Health Service ("IHS") and **TURTLE MOUNTAIN COMMUNITY COLLEGE** ("Institution"). The purpose of this Agreement is to facilitate the clinical learning experiences of students enrolled in the Institution. This Agreement does not involve the transfer of Federal funds (or property in lieu of funds) nor receipt of any fees or payment for preceptor services.

2. Identification Number- For purposes of IHS internal administrative needs, this Agreement will carry the following identification number SD-CA-14-0053 and an official file will be maintained by the IHS.

3. Description of Services- The Institution is offering an accredited professional educational program in a medical field for qualified trainees preparing for a career in health care and requires additional facilities to provide clinical experience for such students. IHS has facilities for furnishing such experience and recognizes the potential benefits of exposing students interested in health care to its health care system. Therefore, the parties are desirous of providing learning opportunities through clinical education to students in the Institution's program. The clinical education objectives, the variety of clinical experiences, and the method of supervision and student education shall be determined between the Institution and IHS.

4. Authority- Pursuant to the authority of 42 U.S.C. § 254a, IHS is authorized to enter into agreements with schools of medicine and other health schools, agencies, or institutions, for such interchange or cooperative use of facilities and services on a reciprocal basis, as will be of benefit to the training or research programs of the participating agencies/parties. Pursuant to the law at 5 U.S.C. § 3111 and 5 CFR § 308.101-103, IHS may accept voluntary service by a student, with the permission of the institution at which the student is enrolled, as part of a program established for the purpose of providing educational experiences for the student. This Agreement is also made under IHS policy set forth in the IHS General Administration Manual, Chapter 8-79, Use of Collaborative Agreements.

5. The Institution Agrees

- a. To designate a representative to coordinate placement of students and to provide educational guidance.
- b. To designate only students who are regularly enrolled in good standing with the Institution and who have successfully completed the necessary course work and didactic

training called for by this Agreement.

- c. To be responsible for and in control of the education of its students.
- d. To provide instructional materials or other educational resources, if required by the Institution, during the course of this Agreement.
- e. To provide faculty members, if needed, periodically to assist in instruction to the students. Such faculty members' contact information shall be forwarded to the IHS. It is the responsibility of the Institution to assure that faculty members are qualified and appropriately and currently licensed. Such faculty members shall not have clinical privileges
- f. To request the appointment of at least one qualified IHS clinical staff member as a part time faculty member of the Institution. Any such appointment would be delineated in another agreement.
- g. To provide necessary orientation, when possible, to students and faculty members about the IHS' Standards of Practice, Standards of Conduct, other standards, rules, policies, procedures, schedules, and practices.
- h. To instruct students in proper dress and conduct in accordance with professional standards. The IHS will not provide uniforms or lab coats. In this regard, the uniform or other dress which students wear shall be acceptable to the IHS facility as well as to the Institution. All students shall be identified as students of the Institution.
- i. To take appropriate disciplinary action against a student who violates applicable policies, procedures, standards, rules , and regulations.
- j. To withdraw or reassign any student whose work, conduct, or health may have a detrimental effect on patients or personnel of the IHS facility.
- k. As a result of the clinical and related activities under this Agreement, the students and or faculty members may have access to confidential information, including identities of IHS patients. The Institution will require that the students and/or faculty members shall hold confidential all patient and other confidential and proprietary information obtained as a participant in these activities and will not disclose any personal, medical, financial, or other confidential or proprietary information to third parties, including family members, students and faculty members, or other health care providers. The Institution will also require students and/or faculty members are committed to protecting from any disclosure, whether written or oral, any and all confidential information of the IHS facility that students and/or faculty members may come into contact with. The Institution will require the students and/or faculty members will not copy patient schedules, procedure schedules, patient medical records, or similar confidential or proprietary documents of the IHS. To the extent that students and/or faculty members have access to patient information protected by the Privacy Act (5

U.S.C. § 552a), HIPAA Privacy Standards (45 CFR Parts 160 and 164), and/or regulations protecting the confidentiality of alcohol and drug abuse patient records (42 CFR Part 2), they agree to comply with all applicable provisions on disclosure and all other applicable federal and state statutes or regulations. Likewise, the Institution will require that students and/or faculty members will not use any confidential or proprietary information of the IHS in presentations, reports, or publications of any kind without the IHS' prior written consent.

- l. To require students meet all the safety, health and technical standards of the IHS Employee Immunization Program, including the requirements for students to provide evidence of screening for tuberculosis infection and immunity against rubella, measles and Hepatitis B. If the tuberculosis skin test is positive, there shall be evidence of treatment in accordance with DHHS Centers for Disease Control and Prevention Guidelines.
- m. To require students comply with the infection control guidelines for the IHS facility.
- n. To provide a reasonable accommodation for any student with a disability who may require one.
- o. To require students and faculty do not solicit the IHS and its employees for funding, fund raisers or donations.

6. The IHS Agrees

- a. To designate a representative to coordinate placement activities with the Institution's designated representative. The Clinical Director specific to each site or his/her designee shall serve in this capacity. The facility preceptor shall serve in this capacity in the absence of the Clinical Director or his or her designee.
- b. To provide necessary orientation to students and faculty members on the local IHS facilities, Standards of Conduct, other standards, rules, policies, procedures, schedules, and practices.
- c. To retain full and final responsibility for the care of IHS patients.
- d. To provide clinical experience for students and to participate and cooperate in the educational guidance of students.
- e. To maintain administrative and professional supervision of students insofar as their presence affects the operation of the IHS and/or care of patients. Supervision will be available at all times the students are on duty to ensure each student assumes an appropriate level of responsibility for safe, effective, and compassionate patient care that is consistent with his/her level of experience and training.

f. To provide upon request, and in the form required by the Institution, timely evaluations of the clinical performance of students. Student performance will be evaluated in accordance with the Institution's published curricular guidelines.

g. To provide, if possible, continuing education, consultative support, and related services to both students and facility staff.

h. During the course of the clinical experience, students shall not be employees of IHS nor shall they be required to perform work for IHS not associated with an approved clinical experience.

i. To provide conference space, as available, for clinical conferences concerning patient care or professional education.

7. Mutually Agreed upon Administration.

a. **Assignment:** The number and assignment of students will be mutually agreed upon between the IHS Consultant, or his or her designee, and the Institution prior to the beginning of each training period. The IHS reserves the right to refuse acceptance of any student in this clinical education experience and/or to remove any student when it is determined that further participation would not be in the best interest of the IHS. The IHS will advise the Institution at the earliest opportunity of any deficiency noted in an assigned student's ability to progress toward achievement of the stated objectives of the clinical education experience.

b. **Acceptance/Rejection:** After selection by the Institution, the student's contact information, credentials, and dates of desired rotation shall be forwarded to the IHS Staff Consultant, or his or her designee, which may unilaterally accept or reject the student. For record keeping purposes, the IHS Area Office or the IHS facility shall complete and maintain all necessary paperwork as referenced in the IHS circular or policy.

c. **Background Check:** All individuals who perform services on behalf of IHS are subject to a background investigation. No services can be performed until the individual has met the requirements for the position or type of work to be performed. Before starting work requiring routine access to IHS Facilities or systems, each student must complete an FBI National Criminal History check (Special Agreement Check "SAC Fingerprint Check") adjudicated by an IHS personnel security representative (PSR) using the Office of Personnel Management Personnel Investigations Processing System. The student shall provide the facility with a copy of their fingerprints using FBI Form FD 258, at least 30-days in advance of their scheduled start date to allow sufficient time to complete the SAC Fingerprint Check). After passing a fingerprint check, the student is allowed to perform activities pursuant to this Agreement, provided that when interacting with or providing care to children less than 18 years old, the student will perform those activities within the sight and supervision of an IHS employee who has satisfactorily

completed the Child Care National Agency Check with Written Inquiries Security Investigation (CNACI). If the student's rotation at the IHS facility is less than 180 days, then they will only be required to pass a fingerprint check. If the student's rotation will last more than 180 days, then the student will be required to pass a CNACI pursuant to P.L. 101-630, the Indian Child Protection and Family Violence Prevention Act, and P.L. 101-647, the Crime Control Act of 1990, Subtitle E, Child Care Worker Employee Background Check. The CNACI background check may be deferred, but not waived, until after entry on duty, but only if the student is supervised by an individual who has already received such a clearance. See P.L. 102-190, § 1094, Provisional Supervised Employment of Federal Child Care Services Personnel. Upon the student's clearance, the IHS facility shall verify same with the IHS Area Office's PSR.

d. Student Responsibility Statement: The student must sign the 'Student Responsibility Statement', attached as Exhibit A, advising the student of his/her responsibilities.

e. Nondiscrimination: Each party agrees there shall be no discrimination on the basis of race, color, religion, sex, national origin, age, or disability in the assignment, acceptance, or activities of the students. In the event that a claim of discrimination or harassment is made concerning a student and IHS, the parties agree to notify the other of the same and cooperate in conducting an investigation, including sharing investigative reports.

f. Description of Services: The student will observe and/or participate, as appropriate, in the provision of the following services to patients, and otherwise perform clinical assignments as specified by the IHS facility's Clinical Director and/or designee according to the degree requirements in accordance with the desired certification:

TURTLE MOUNTAIN COMMUNITY COLLEGE

g. Student Access: The student will receive appropriate orientation and have access to IHS facility conference areas, equipment, supplies, records and other facility resources needed to provide nursing services within the clinical setting. The student will be assigned to one or more of the following facilities:

1. Cheyenne River Sioux Service Unit
2. Crow Creek Service Unit
3. Flandreau Service Unit
4. Fort Berthold Service Unit
5. Kyle Health Center
6. Lower Brule Service Unit
7. McLaughlin Health Center
8. Pine Ridge Service Unit
9. Quentin N Burdick Service Unit
10. Rapid City Service Unit
11. Rosebud Service Unit
12. Sisseton-Wahpeton Service Unit
13. Sac & Fox Service Unit
14. Santee Service Unit

15. Spirit Lake Service Unit
16. Standing Rock Service Unit
18. Wanblee Health Center
19. Winnebago Drug Dependency Unit
20. Winnebago Service Unit
21. Yankton/Wagner Service Unit
22. Youth Regional Treatment Center

h. **Rotation Plan:** The Institution shall establish a rotational plan for the clinical experience by mutual agreement between the parties.

i. **Records:** The Institution shall keep all attendance and academic records of the participating students. The IHS shall keep a student profile containing all IHS, facility, and Institution required documents.

j. **Limit Activity:** Notwithstanding anything herein to the contrary, the IHS facility reserves the right to limit or prohibit any activity which, in its opinion, will interfere with the normal operations of any of its facilities.

k. **Description of Review Process:** The student will work under the supervision of the Clinical Director and/or designee. The student will meet with the Clinical Director and/or designee, as required, to discuss their scheduling, progress and experience. If needed, the clinical affiliation will be reviewed annually by representatives of the IHS and the Institution.

l. **Medical Costs:** The IHS is not responsible for hospitalization or medical costs incurred by the student during the course of this Agreement. In addition, the Institution shall provide workers' compensation coverage for faculty members for injury or disease arising out of their use of the IHS facility during the course of this Agreement.

m. **Employment Status:** Students and faculty members are not considered employees, officers, or agents of the IHS, except for the limited purpose of permitted disclosure of patient records and other protected health information as needed to perform the assigned clinical duties under this Agreement.

n. **Recognition:** Neither the Institution, its faculty, or students will receive recognition or award as a result of participation under this Agreement. In place of special recognition or an award, the participating student will have obtained required clinical experience. The IHS facility will have received the benefit of sharing in current methodology and technology being utilized by the Institution.

8. Mutually Agreed upon Provisions -

a. **Indemnification/insurance:** The Institution and its faculty members and students understand there will not be Federal Tort Claims Act coverage for claims arising from performance of activities under this Agreement. The Institution and its faculty members

and students agree not to seek indemnification from either the United States or the IHS

for any settlement, verdict or judgment resulting from any claim or lawsuit against it, its faculty members or students in general or arising out of the performance of its faculty members' or students' professional duties while training at the IHS facility. In addition, the Institution, faculty, and students must be covered by one of the two (2) following liability coverage provisions throughout the duration of this Agreement.

- i. (1) State-Operated Institutions. The Institution represents that it and its faculty members are self-insured according to the State Tort Claims Act where the Institution is located. During the term of this Agreement, the Institution specifically agrees to require that students maintain professional liability coverage, in amounts that are reasonable and customary in the community for the appropriate specialty (not less than \$1,000,000 per occurrence). The Institution shall arrange for the students to provide a certificate of insurance to the IHS Area Office and facility evidencing such coverage and shall notify the IHS Area Office and facility immediately if an adverse change in coverage occurs for any reason. The policy shall provide the insurance may not be cancelled or terminated.
- ii (2) Institutions Not State-Operated. The Institution shall provide professional liability (malpractice) coverage, in amounts that are reasonable and customary in the community for the appropriate specialty (not less than \$1,000,000 per occurrence), covering liability for personal injury or property damage, including legal representation and expense of defense of any such liability claims, actions or litigation, resulting from participation by the Institution, its faculty members and its students under this Agreement. This coverage may come from any source, but shall clearly cover the Institution, its faculty members and its students while participating under this Agreement with the IHS. The Institution, faculty members, and students must provide documentary proof of the insurance coverage to the IHS Area Office and facility prior to the start of the students' clinical experience and such proof will be kept in the student's profile. The professional liability insurance coverage may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims made basis, an extended reporting endorsement for a period of not less than three (3) years after the end of the contract term must also be provided. The Institution shall notify the IHS Area Office and facility immediately if an adverse change in coverage occurs for any reason.

b. Compensation/Reimbursement: Students shall not receive monetary reimbursements from the IHS for expenses such as tuition, meals, lodging, travel, parking, books, or supplies. Likewise, students shall serve without compensation.

c. Confidentiality of Records: The content of patient medical records shall be held in confidence and in accordance with the Privacy Act of 1974, 5 U.S.C. § 552a; Privacy Act Regulations, 45 CFR Part 5b Drug Abuse Prevention, Treatment, and Rehabilitation Act,

as amended, 42 U.S. C. § 290dd-2, Confidentiality of Alcohol and Drug Abuse Patients Records, 42 CFR Part 2; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR Parts 160 and 164 and applicable state law in which the IHS facility is located. The parties shall also maintain the confidentiality of student records in accord with the Family Educational Rights and Privacy Act.

- d. Training: The IHS facility agrees to provide training on its HIPAA policies and procedures to those who will be working in its facility. No protected healthcare information is anticipated to be exchanged between the IHS and the Institution. In the event the IHS facility requires computerized medical record access as part of the educational experience, then the student shall complete and execute the IHS facility computer security documentation and requirements.
- e. Publications: The publication or formal presentation of any materials by a person or an entity affiliated in any manner with the Institution, including its faculty members and/or the students contemplated herein, which materials relate in any manner to any training and/or clinical experiences obtained by virtue of this Agreement, is strictly prohibited except by prior written approval by the JHS. In the event approval is obtained, presentations or published materials shall clearly state the opinions or assertions contained therein are those of the author and do not reflect any official or unofficial view or opinion of the IHS. Additionally, no such materials shall infringe upon, violate, or otherwise compromise patients' rights to privacy under the Privacy Act, HIPAA or any applicable Federal or state statute or regulation.
- f. Effect of Agreement: This Agreement will not result in, nor is it intended to displace employees or impair existing contracts for services.
- g. Disputes: The Area Director shall make all final decisions for the IHS concerning any disputes resulting from this Agreement. Notwithstanding the foregoing, both parties retain their rights to pursue disputes through the judicial process.
- h. Law: The parties agree that Federal law shall apply to any problem or dispute arising out of this Agreement. In the event of a conflict between this Agreement and applicable Federal law, the parties acknowledge that Federal law shall prevail and supersede the terms of such Agreement.
- i. Eligibility: Each party represents neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. § 1320a-7 and it, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final

action in any of these areas.

- j. Entirety of Agreement: It is expressly agreed this written Agreement represents the entire understanding between the parties and supersedes any prior agreements or understanding with respect to the subject matter herein. Any changes or modifications to this Agreement must be in writing and be signed by both parties. This Agreement does not involve the transfer of Federal funds (or property in lieu of funds) nor receipt of any fees or payment for preceptor services. All agreements for such services must be negotiated through the respective JHS Area Office.
- k. Third Parties: Nothing in this Agreement, expressed or implied, is intended to confer any rights, remedies, claims, or interests upon an individual or entity not a party hereto. Neither party shall have the right to assign or transfer its rights to any third party under this Agreement without the prior written consent of the non-transferring party.
- l. Term and Termination: All Collaborative Agreements shall last for three years unless otherwise specified. This Agreement may be terminated with or without cause at any time by either party upon forty-five (45) days written notice to the other party. In the event of termination, consideration shall be paid to minimizing disruption to clinical schedules. This Agreement will be effective upon the signatory date below and will be in effect for one year from the date unless modified in accordance therewith. Thereafter this Agreement shall automatically renew every year (for three years) unless each party provides written notice to the other party at least thirty (30) days in advance of the end of the term. This Collaborative Agreement shall begin and end ____ _
- m. Contact information: The designated contact point for each party under this Agreement shall be:

For the University:

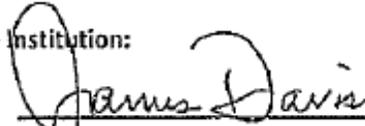
Wayne Olson
P.O. Box 340
Belcourt, North Dakota 58316
Phone: 701-208-0459
E-mail: wcolson@tm.edu

For the IHS:

Chief Executive Officer
Quentin N. Burdick Memorial HealthCare Facility
P.O. Box 160
Belcourt, North Dakota
Telephone: 701-477-6111

IN WITNESS WHEREOF: The parties hereto have duly executed this Agreement in accordance with the terms and provisions contained herein. The persons signing this Agreement warrant they have full authority to do so and their signatures shall bind the parties for which they sign.

For the Institution:

By:  Date: 5-28-14
Name: James Davis
Title: President
Turtle Mountain Community College

By:  Date: 05/28/2014
Name: Wayne Olson
Title: Director of Medical Lab Technician/Practicum Coordinator
Turtle Mountain Community College

For the IHS:

By:  Date: 6/2/2014
Name: Ron Cornelius
Title: Acting Area Director
Great Plains Area Indian Health Service

EXHIBIT A

STUDENT RESPONSIBILITY STATEMENT

I acknowledge and will comply with the following duties and responsibilities with regard to my participation in the clinical education at the IHS facility ("facility") as part of the Turtle Mountain Community College.

1. I agree that my participation is as a student and not as an employee of the facility.
2. I agree to participate in any and all clinical and/or administrative activities deemed necessary by my preceptor, requested by the facility, and/or required by the Institution.
3. I acknowledge the Clinical Director specific to each site or his/her designee, and the facility preceptor to be my primary contacts with IHS. I agree to communicate with them prior to my placement, submit all required paperwork through them, and understand that both have authority over my placement and removal.
4. I agree that I will receive no monetary compensation for or as a result of any rotation related activities.
5. I agree to maintain professional liability coverage, in amounts that are reasonable and customary in the community for the appropriate specialty (not less than \$1,000,000 per occurrence). I will provide documentary proof of the insurance coverage to the IHS Area Office and facility prior to the start of my clinical experience and such proof will be attached to this Agreement.
6. I must provide evidence of screening for tuberculosis infection and immunity against rubella, measles (rubella) and Hepatitis B. If the tuberculosis skin test is positive, I will provide evidence of treatment in accordance with DHHS Centers for Disease Control and Prevention Guidelines.
7. I must comply with the infection control guidelines of the IHS facility.
8. I must complete and be responsible for the cost of providing a curriculum vitae (or resume'), all forms, health forms, and/or certificates requested by IHS.
9. I agree to complete the required form "Addendum to Declaration for Federal Employment Indian Health Service Child Care & Indian Child Care Worker Positions", as well as all required security forms and send the forms to the IHS Area Office and facility in advance of my placement. I understand that any indication of having been arrested for a crime involving a child a felony conviction, or being placed on the DHHS Inspector General Exclusion List (<http://oig.hhs.gov/fraud/exclusions.asp>) will preclude me from participation in this program. I further understand that making false statements on any form will result in removal from the

program immediately upon discovery, and may subject me to criminal prosecution. I also acknowledge that IHS may immediately remove me without prior notice from participation in this clinical experience based upon my conduct, regardless of where and when the conduct took place that IHS deems detrimental to the interests of the United States, DHHS, or IHS, or any personnel of these entities. **All individuals who perform services on behalf of IHS are subject to a background investigation. No services can be performed until the individual has met the requirements for the position or type of work to be performed.**

10. I agree to acknowledge receipt of the IHS "Standards of Conduct and Ethics" Policy when they are provided to me by HIS .If they are not provided by IHS during my first day at the facility, I agree to ask for them.
11. I must comply with all applicable policies, procedures, and rules of IHS and the facility.
12. I will conduct myself in an ethical manner1 both personally and professionally/ at all times.
13. I will demonstrate professional behavior appropriate to the environment, including adherence to the facility1S professional dress code and maintaining high standards of patient care.
14. I will hold protected health information or other confidential information pertaining to patients or the IHS in confidence and in accordance with the Privacy Act of 1974, 5 U.S.C. § 552a; Privacy Act Regulations, 45 CFR Part 5b; Drug Abuse Prevention, Treatment, and Rehabilitation Act, as amended, 42 U.5.C. § 290dd-2, Confidentiality of Alcohol and Drug Abuse Patients Records, 42 CFR Part 2; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR Parts 160 and 164 and applicable state law.
15. I will participate in the orientation/ mandatory education, and skills training as required by the facility.
16. 1 will obtain prior written consent from the IHS before publishing or presenting any material, including presentations, reports/ or publications of any kind, relating to the clinical experience.
17. If applicable, I will notify the designated representatives upon learning that I am pregnant before or during the clinical practicum so that appropriate personal safety precautions can be implemented.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS CONTAINED IN THIS STATEMENT AND AGREE TO ABIDE BY THEM.

Signature: _____

Printed Name: _____

Date: _____

MEMORANDUM OF INSURANCE				Date Issued January 31, 2014	
Producer Marsh U.S. Consumer a service of Seabury & Smith, Inc. P.O. Box 14576 Des Moines, IA 50306-3576 www.proliability.com			This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.		
Insured The Students of Turtle Mountain Community College P.O. Box 340 Belcourt, ND 58316			Company Affording Coverage Liberty Insurance Underwriters Inc		
This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.					
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability	AHV-102512003	01/10/2014	01/10/2015	Per Occurrence	\$1,000,000
				Aggregate	\$3,000,000
General Liability				Per Occurrence	
				Aggregate	
Evidence of Insurance Faculty is only covered while instructing the students. The school is named as an additional insured.					
Memorandum Holder: Quentin N. Burdick Memorial Health Care Facility PO Box 160 Belcourt, ND 58316			Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		