

AFFILIATION AGREEMENT

This Affiliation Agreement is entered into by and between **Northland Community Health Center** (Herein after NCHC/Hospital) and **Turtle Mountain Community College** (Herein after TMCC/College).

I. PURPOSE AND SCOPE

This agreement is made and entered into for the purpose of a formalized relationship between the two above named entities. TMCC will provide students for clinical work experience at the NCHC. The hospital will provide a professional atmosphere in which the students may:

1. Correlate academic knowledge with the practice of their clinical field.
2. Relate and interact with the total health care community of which all health care professionals are important components.
3. Develop entry level competencies in professional skills, management and education appropriate to Clinical Laboratory Sciences, Phlebotomy, Pharmacy Technician and Nursing students.

II. RESPONSIBILITIES

In consideration of the mutual promises, covenants and conditions the parties agree as follows:

A. NORTHLAND COMMUNITY HEALTH CENTER:

1. The Hospital shall orient the TMCC and students to the philosophy, organizational structure, policies and procedures and the rules and regulations of the hospital to be observed by the faculty and student while in the Hospital prior to the start of training.
2. The Hospital shall make available facilities for instruction, as well as conference, resource material and cafeteria for faculty and students of the College.
3. The Hospital shall supervise and instruct the students during their training by being available for the required number of hours as set forth by TMCC.
4. The Hospital shall collaborate with the educational program in the development and selection of learning assignments which meet the educational needs of the students.

5. The Hospital shall notify the TMCC prior to placement in the Hospital of any requirement for student immunization or medical insurance at least 30 days prior to placement.
6. The Hospital may request the College to withdraw any student or instructor whose conduct or practice may have a detrimental effect on patients or personnel, and/or reserves the right to refuse acceptance of any student or instructor from the program at the Hospital who has previously been discharged by the Hospital.
7. The Hospital shall inform TMCC immediately if a student is not performing satisfactorily.
8. The Hospital shall maintain ultimate responsibility for patient care.
9. The Hospital will permit, upon reasonable request, visitation of the Hospital's clinical facilities by agencies charged with the responsibility for accreditation of the Health Science Education Programs of the College.
10. The Hospital will not discriminate against person because of race, creed, age, sex or national origin.
11. The Hospital will provide to TMCC evaluation of the Health Science Career Program Students performance and preparedness at the close of their training rotation.
12. The Hospital staff may be asked to serve on an Advisory Committee for the Health Science Career Programs.

B. TURTLE MOUNTAIN COMMUNITY COLLEGE:

1. The College shall provide current information regarding objectives of the educational program.
2. The College, prior to student placement, shall forward to the Hospital for review, the names of students for placement, schedules including dates, time requirements and objectives for the appropriate work experience.
3. The College shall provide career, academic and financial counseling to students as they complete their required course of study in a Health Science Career Program, while enrolled at TMCC.
4. The College shall provide a periodic review of the program and inform Hospital professionals involved with the students.

5. The College shall direct its students to comply with the policies and procedures of the Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the student's role in relation to the use and disclosure of Hospital's protected health information, the trainees are defined as members of the Hospital's workforce, as that term is defined by PMC, when engaged in activities pursuant to the agreement. Nevertheless, **the students are not and shall not be considered to be employees of the Hospital.**

6. The College shall assign a faculty member who will serve as a liaison to the students and between the Hospitals who will be available to assist student supervisors upon request.

7. The College faculty shall abide by the organizational structure, policies and procedure and the rules and regulations of the Hospital.

8. The College shall remove any student or instructor whose conduct or practice may have a detrimental effect on patients or personnel at the discretion of the Hospital.

9. The College shall provide Faculty for teaching and supervision of Health Science Career Program students assigned to the Hospital for clinical work experience. Faculty will be experienced and licensed in their field of expertise.

10. TMCC shall abide by the policies consistent with patient care according to the standards of the Joint Commission of Accreditation of Health Care (JCAHO) and the National Patient Safety Goals (NSPG). These standards are listed in the Comprehensive Accreditation Manual for Hospitals.

11. MCC will require all Health Science Career Program students to be CPR certified. TMCC will require all Health Science Career Program Students of provide proof of immunizations within the last ten years, negative tuberculin skin test or negative chest x-ray, proof of immunity against measles, mumps, and rubella if born on or after January 1, 1957 and will require students to complete three doses of Hepatitis B vaccine or provide a signed waiver.

12. Turtle Mountain Community College has established a Laboratory Safety and Health policy and procedure manual for the students that will be observed when the students are in the Laboratory at the Allied Health Building.

C. STUDENT:

1. Comply with all necessary requirements for the Clinical Laboratory Technician/ML T program.
2. Provide proof to TMCC of all required immunizations.
3. Comply with orientations and policies of Northland Community Health Center.
4. Comply with the Safety and Health policies and procedures of the Northland Community Health Center.

III. GENERAL TERMS AND CONDITIONS:

The College and its faculty members and students agree not to seek indemnification from either the United States or the Indian Health Service for any settlement, verdict or judgment resulting from any claim or lawsuit against its faculty members or students arising out of the performance of its faculty members or students professional duties while training at the NCHC. In the event that allegations of liability are brought against a student of the School by claim, suit or otherwise, the School retains the right to pursue any rights or remedies it may have, including joinder of the United States as a party, to the extent such rights or remedies exist under the Federal Tort claims Act, 28 U.S.C. § 2671 et.seq. The Publication or formal presentation of any materials by any person or entity affiliated in any manner with the College, 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 approval by Northland Community Health Center. In the event approval is obtained, presentations or published materials shall clearly state that the opinions or assertions contained therein are those of the author and do not reflect any official or unofficial view or no such materials shall infringe upon, violate, or otherwise compromise patients' rights to privacy under the Privacy Act, HIPPA or any applicable federal or state statute or regulation. The Hospital agrees to provide training on its **HIPPA** policies and procedures who will be working in the NCHC facility. No protected healthcare information is anticipated to be exchanged between the Hospital and College. It is understood that while receiving training at the Hospital pursuant to this agreement, the faculty members and students of the College do not meet the definition of business associates under HIPPA. Therefore, no business associate agreement between the Hospital and the College is necessary.

IV. DISPUTE RESOLUTION:

In the event that any dispute should arise with regard to performance or interpretation of any of the terms of this agreement, TMCC and NCHC agree to meet and confer in good faith to resolve any problems or disputes that may arise under this agreement. In the

event of a conflict between any terms of this agreement, applicable federal laws and statutes will prevail.

V. RESPONSIBLE OFFICIAL FOR EACH ORGANIZATION:

The Project Officer's for this agreement are:

For: **Turtle Mountain Community College**

Dr. Jim Davis, President

P.O. Box 340

Belcourt, ND 58316

701-477-7815

For: **Northland Community Health Center**

Rhonda Marion-Schindler

NCHC-Rolla

P.O. Box 699

Rolla, ND 58367

NCHC -Rolla

P.O. Box 699

Rolla, ND 58367

VI. PERIOD OF AGREEMENT

This Agreement will be effective upon the latest signatory date below and will be in effect for one year from that date unless modified in accordance herewith.

Thereafter this Agreement shall automatically renew for additional one (1) year terms unless either party provides written notice to the other party at least 30 days in advance of the end of the term.

VII. TERMINATION:

This Agreement may be terminated, with or without cause, by either party upon sixty (60) days written notice to the other. Notice shall be deemed to have been given when deposited in the United States mails, postage prepaid, addressed to the administrator of the facility which is being informed of the termination. All students enrolled in the College at the time that the notice to terminate is given by either party shall be permitted to complete the clinical learning experience needed for graduation, subject to the terms and conditions contained herein.

VIII. AMENDMENT OF AGREEMENT:

This Agreement may be amended from time-to-time by mutual agreement of the parties through an amendment which is signed and dated by both parties and attached to this agreement. Both parties agree to give reasonable consideration of all requests to amend this agreement.

IX. DISCLAIMERS: NO PARTNERSHIP OR AGENCY:

The parties hereto shall not by virtue of this Agreement be deemed to be partners or joint ventures in the providing of services. It is further understood that both parties to this Agreement shall maintain their separate independence and neither party shall be considered as the agent of the other party for any warranties or representations made on behalf of the other party.

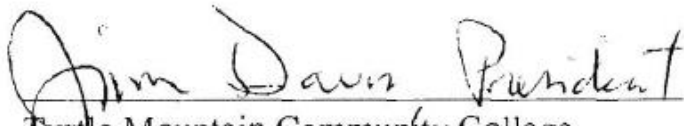
X. SIGNATURES OF EACH PARTY:

**CLINICAL AFFILIATION AGREEMENT
RENEWAL ADDENDUM**

Representatives of the **Turtle Mountain Community College** and **Northland Community Health Center** have reviewed the current affiliation agreement between them for accuracy and completeness.


The affiliation agreement is self-perpetuating in that it renews itself automatically annually unless cancelled by either party. We have found the affiliation agreement to be adequate and acceptable to continue our relationship in providing educational opportunities for approved students in both institutions.

This letter of review signed by representatives of both parties shall be attached to the original agreement as confirmation of continuing assessment and approval of our joint educational endeavor.



Turtle Mountain Community College
Representative

1-27-14
Date



Northland Community Health Center
Representative

3/6/14
Date

CLINICAL AFFILIATION AGREEMENT ADDENDUM

The purpose of this addendum is to inform Northland Community Health Center of liability coverage by Vaaler Insurance, Inc. for the Turtle Mountain Community College Clinical Laboratory Technician students, Phlebotomy students, Nursing students, Pharmacy Technician students and Emergency Medical Technician students. The above students are covered for limits of \$1,000,000 per claim /\$3,000,000 aggregate. Coverage was effective January 10, 2011.

CLINICAL AFFILIATION AGREEMENT RENEWAL ADDENDUM

Representatives of the **Turtle Mountain Community College** and **Northland Community Health Center** have reviewed the current affiliation agreement between them for accuracy and completeness. The affiliation agreement is self-perpetuating in that it renews itself automatically annually unless cancelled by either party. We have found the affiliation agreement to be adequate and acceptable to continue our relationship in providing educational opportunities for approved students in both institutions. This letter of review signed by representatives of both parties shall be attached to the original agreement as confirmation of continuing assessment and approval of our joint educational endeavor.

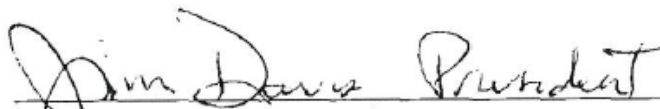
ADDENDUMS

1. Under II RESPONSIBILITIES SECTION C STUDENT #2 will read as follows: Student will provide proof (Signed by a licensed health care Professional) to TMCC that all required immunization are current prior to the Student beginning a Clinical Rotation. This includes proof of a Negative PPD or Chest X-ray completed within the year prior to the start of the Rotation.
2. Emergency Health may be provided by Presentation Medical Center required, during the student's scheduled Clinical Rotation hours.

**CLINICAL AFFILIATION AGREEMENT
ADDENDUM**

The purpose of this addendum is to inform Northland Community Health Center of liability coverage by Vaaler Insurance, Inc. for the Turtle Mountain Community College Clinical Laboratory Technician students, Phlebotomy students, Nursing students, Pharmacy Technician students and Emergency Medical Technician students.


The above students are covered for limits of \$1,000,000 per claim/\$3,000,000 aggregate. Coverage was effective January 10, 2011.



Turtle Mountain Community College
Representative

1-27-14

Date



Northland Community Health Center
Representative

3/6/14

Date