

EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT

THIS EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT (the "Agreement") effective as of the last date of signature ("the Effective Date"), is entered by and between Montana State University - Billings ("School") and Sisters of Charity of Leavenworth Health System, Inc. ("SCL Health").

Recitals

- A. SCL Health is part of an integrated healthcare system and provider network that provides a full continuum of healthcare delivery services through a network of medical-professional services providers and physician clinic(s), and affiliated ambulatory and hospital facilities. SCL Health owns, operates, or is affiliated with the following general acute care hospitals and their affiliated medical groups (each a "Care Site" and collectively, the "Care Sites"):
- Good Samaritan Medical Center, Lafayette, Colorado;
 - Lutheran Medical Center, Wheat Ridge, Colorado;
 - Saint Joseph Hospital, Denver, Colorado;
 - Platte Valley Medical Center, Brighton, Colorado;
 - St. Mary's Hospital and Medical Center, Grand Junction, Colorado
 - St. Vincent Healthcare, Billings, Montana;
 - St. James Healthcare, Butte, Montana; and
 - Holy Rosary Healthcare, Miles City, Montana.
- B. School operates health professions educational programs accredited by one of the following: (i) The U.S. Department of Education/Council for Higher Education; (ii) The Accreditation Commission for Education in Nursing; (iii) The Commission on Accreditation in Physical Therapy Education; (iv) The Commission on Accreditation for Respiratory Care; or (v) another appropriate accrediting body approved in advance by SCL Health, and desires for its students enrolled in such programs (the "Students") to have clinical experiences at one or more Care Sites and to observe, provide patient care services and otherwise receive instruction, training and observational experiences at the Care Sites in accordance with the School's curriculum objectives under the supervision of one or more qualified faculty members of the School and Care Site staff members with appropriate clinical experience.
- C. SCL Health desires to promote opportunities for clinical experiences for qualified Students in Care Site facilities in a manner consistent with SCL Health's mission, policies and procedures.

- D. SCL Health and School desire to enter into this Agreement for the purpose of defining their respective rights and obligations regarding the Students' clinical experiences at the Care Sites.

Agreement

Accordingly, the parties hereby agree as follows:

1. **General.**

- (a) The number of Students eligible to participate in the clinical experience at a Care Site and the Students' specialty, the time frame and other information relevant to such experiences will be mutually determined in advance by written agreement of the parties, and may be amended in writing by the parties from time to time. This information will be set forth on the Alliance for Clinical Education ("ACE") Form which will be incorporated herein by reference as Exhibit A.
- (b) Students will not be deemed employees of SCL Health or any Care Site for any purpose, but will remain students of the School who are affiliated with SCL Health solely as part of their course of study with the School. Students will not be entitled to compensation, benefits, workers compensation coverage, or liability, health or unemployment insurance from SCL Health and/or Care Sites.
- (c) Each party agrees that it will comply with the requirements of applicable state and federal law that prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, age, gender identity, sex, sexual orientation, disability or national origin. Both parties must comply with the Educational Rights and Privacy Act of 1974 governing the privacy of Student records as applicable.
- (d) SCL Health and SCL Health's and/or Care Sites' patients (or patient's personal representative, as applicable) will at all times have the right to refuse consent to Student participation in the patient's treatment.

2. **SCL Health Rights and Responsibilities.** Throughout the term of this Agreement, SCL Health will:

- (a) Remain a duly organized nonprofit corporation and ensure each Care Site remains duly organized in good standing with the state in which the Care Site is located and maintain each Care Site as a licensed general hospital (if applicable) under the laws of the state in which the Care Site is located.
- (b) Designate a representative at each Care Site where Students will be participating in clinical experiences to serve as liaison to the School (the "SCL Health Representative") and notify the School of any change in such designation.

- (c) Permit a mutually agreed upon number of Students to use the Care Site's facilities for clinical experiences from time to time in accordance with Exhibit A at no charge to School, the Students, or any patient.
- (d) During such times when there is not a faculty member, instructor or representative from School on-site (which must be coordinated in advance between the SCL Health Representative and the School Representative), arrange for one or more qualified Care Site staff members with appropriate clinical experience to serve as a preceptor for the Students, which duties shall be limited to providing training and observing of the clinical educational experience of Students. For Nursing Clinical Scholars program, Care Site shall assign one or more Clinical Scholars, who shall be SCL Health employees and shall be licensed, registered professional nurses who possess the necessary certifications in their area of practice and who hold at least a BSN degree. Clinical Scholar experiences shall include assignment and scheduling of Students' clinical experiences; supervision of Students in their clinical experiences, including collecting assignments and providing feedback according to course criteria in consultation with the Student's program; orientation of Students to SCL Health policies on confidentiality; acting as liaison between Care Site staff, School staff and Students; and coordination of the clinical experience with School faculty, including attendance at course orientation session.
- (e) Have the right to immediately remove any Student from a Care Site who, as determined in Care Site's sole discretion, has failed to follow the SCL Health's and/or Care Site's policies and procedures, exhibits unprofessional or disruptive behavior, presents a threat to patient safety or welfare, or whose performance is otherwise unsatisfactory. Notwithstanding the removal of any Student, this Agreement will remain in full force and effect for the other Students.
- (f) Have the right to refuse to accept for clinical experience any Student who does not meet the Care Site's requirements for clinical experience or provide in a timely manner all information required under this Agreement or Care Site's policies and procedures.
- (g) As necessary for the School's accreditation, permit inspection of SCL Health facilities where Students are participating in clinical experiences at reasonable times and upon reasonable notice.
- (h) In the event of a Student injury and/or illness during a clinical experience, provide appropriate emergency care within the capacity and capability of the Care Site; provided, however, that the Student or the Student's health insurer will be liable for the cost of such care.
- (i) Have final approval authority for the School's schedule of the Students' clinical experiences at Care Sites.
- (j) Maintain professional liability insurance that covers each Care Site in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 annual aggregate and maintain

commercial general liability insurance with commercially reasonable limits that cover each Care Site.

3. School Rights and Responsibilities. Throughout the term of this Agreement, School will:

- (a) Operate its program in accordance with accreditation standards applicable to the School, state and federal laws, rules and regulations, the bylaws, rules, policies and procedures of SCL Health and/or Care Sites, and applicable standards of the Joint Commission ("TJC").
- (b) At least three (3) weeks prior to any Student's clinical experience at a Care Site, provide SCL Health with the names of the Student(s) and all information and documentation required by this Agreement, including without limitation, criminal background checks, drug screens, professional liability and health insurance, workers compensation coverage, or equivalent, immunization information and health status (including compliance with all health screening requirements required by SCL Health), U.S. citizenship or proof of legal immigrant status, and proficiency in written and spoken English language. For physician assistant and advanced practice nursing Students, the documentation provided by School shall also include identification of the licensed independent practitioner who will be supervising the Student.
- (c) Designate one or more qualified faculty members or clinical instructors (each a "School Representative") to serve as liaison to SCL Health, provide information required in this Agreement and on Exhibit A, and coordinate the clinical experiences of each Student with the SCL Health Representative(s). School shall notify SCL Health of any change in School Representative at least two (2) weeks prior to the start of a clinical rotation.
- (d) Immediately remove any Student from a Care Site clinical experience at SCL Health's request in accordance with Section 2(e) above.
- (e) Provide Care Site with copies of the applicable School handbooks and the clinical and educational objectives in advance of each Student's clinical experience at a Care Site.
- (f) Ensure that each Student and School Representative will:
 - (i) Comply with the School's handbooks and clinical and educational objectives, and each Care Site's bylaws, rules, policies and procedures where Students are participating in clinical experience, including without limitation the applicable Care Site's policies on patient privacy and applicable TJC standards.
 - (ii) Provide information to and cooperate with the Care Site's quality improvement, risk management and peer review processes as reasonably requested from time to time by SCL Health for matters involving the Students' clinical experiences at a Care Site. The requirements of this subsection will survive termination of this Agreement.

- (iii) Receive and provide SCL Health with documentation of training from the School on the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA") and patient privacy standards as approved by SCL Health, and receive and document additional training from Care Site on the Care Site's HIPAA and patient privacy policies. The parties agree that Students and School Representative shall sign SCL Health and/or Care Site Confidentiality Statement and shall be considered part of the Care Site's workforce solely for HIPAA purposes.
- (iv) Participate in the preparation and maintenance of medical records in accordance with SCL Health and/or Care Site's policies and procedures, and access, use and disclose protected health information of the Care Site only as permitted under the Care Site's HIPAA and patient privacy policies, as such are amended from time to time. The restrictions on access, use and disclosure of health information will survive termination of this Agreement.
- (v) Receive and provide SCL Health with documentation of training from the School on OSHA (including blood-borne pathogens), Universal Precautions as defined by the Center for Disease Control and Prevention, and American Heart Association CPR certification (or other basic life support training as approved by SCL Health unless waived by SCL Health in writing) and all vaccination records as required by local, State and/or Federal law related to the clinical position in which the Student will be training and/or as required by SCL Health policy.
- (vi) Be responsible for providing the necessary and appropriate uniforms required, if any, but not provided by Care Site.
- (vii) Be responsible for reporting on time to the designated individual at the Care Site facility and be responsible for own absences due to illness or other cause and Care Site notification.
- (viii) Be responsible for following all orders and desires of any patient's attending physician.
- (ix) Obtain SCL Health's prior written approval before publishing any material relating to the School's or a Student's participation in the clinical experience at a Care Site. This obligation will survive termination of this Agreement.
- (x) Be responsible for following all SCL Health and/or Care Site rules, policies and procedures relating to identification badges.
- (g) Assume full responsibility for education of Students, including the planning of the education programs administration, grading, disciplinary action, matriculation, promotion, graduation, and maintenance of Student records and reports.

- (h) Provide or ensure that each Student provides professional liability insurance that covers each Student's clinical activities in the Care Site, School and its faculty and representatives in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate and provide commercial general liability insurance with limits in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 annual aggregate that covers the School, the Students and the School Representatives and includes Care Sites as an additional insured; provided, however, that if School is entitled to governmental immunity, any variance from the foregoing insurance requirement must be set forth in writing and agreed to by the parties in advance of the Effective Date. If any policies are written on claims made basis, School must maintain such policies for a minimum of seven (7) years or purchase extended reporting ("tail") coverage. A statement of self-insurance or a certificate of insurance from the insurer evidencing each type of insurance coverage required hereunder must be delivered to SCL Health upon School's execution of this Agreement. Thereafter, School must give SCL Health written notice thirty (30) days prior to the effective date of any material changes in terms of such insurance. In the event the insurance is canceled in whole or in part or as to any insured, School must immediately notify SCL Health and SCL Health may immediately terminate this Agreement in whole or in part or require that an uninsured Student be removed immediately from participation in the clinical experience. School shall provide SCL Health with a Certificate of Insurance evidence of such insurance coverage. This Section will survive termination of this Agreement.
- (i) Provide workers' compensation coverage as required by law or equivalent for Students and School Representatives while such persons are at a Care Site. For purposes of this subsection only the requirement for worker's compensation coverage 'equivalent' shall be met if School ensures that each Student has health insurance that will cover the Student for illnesses and injuries while Student is at Care Site for School activities, Student is responsible for payments of all co-pays, deductibles or other payments associated with such health insurance, and Student will not make demand on SCL Health or any Care Site for payment of such co-pays, deductibles or other payments associated with any Student illness or injury
- (j) Provide or ensure Student has and will maintain during the School period when the Student is at a Care Site health insurance coverage for the Student or acknowledge that SCL Health and Care Sites will not provide health insurance coverage, benefits, or financial support to Student relating to injuries or illnesses encountered during Student's time at a Care Site related to School activities.

4. Responsibility for Claims / Indemnification.

- (a) SCL Health will defend, indemnify and hold harmless School from, and be liable for, any and all claims, costs and expenses (including reasonable attorneys' fees) arising out of any alleged act, error, or omission of SCL Health, its agents or employees in the performance of its obligations or any services provided under this Agreement.

- (b) School will defend, indemnify and hold harmless SCL Health, Care Sites, their officers, agents, employees, and representatives from, and be liable for, any and all claims, costs and expenses (including reasonable attorneys' fees):
 - (i) arising out of any alleged act, error, or omission of School, its Student(s), its agent(s), employee(s) or representative(s) in the performance of its or Student's obligation(s); or
 - (ii) any service(s) provided under this Agreement; or
 - (iii) any act, error, or omission of Student(s) or School Representative(s) while at or represented to be acting for SCL Health related to this Agreement.
- (c) Each party to this Agreement will give the other party prompt written notice of any and all claims brought or actions filed against it or against its Students, agents, employees or representatives with respect to the subject matter of this Agreement.

5. **Term and Termination of Agreement.** This Agreement will commence on the Effective Date and continue for an initial term of one (1) year and thereafter will automatically renew for successive one (1) year terms. Notwithstanding the above, this Agreement may be terminated by either party at any time, without cause and without penalty, upon sixty (60) days prior written notice. Provided, however, such termination will not take effect with respect to Students already participating in a clinical experience until such Students have completed their clinical experience or have been otherwise removed from the clinical experience pursuant to the terms of this Agreement. This Agreement will immediately terminate if either party is involuntarily excluded from participation in any federally funded program (including Medicare and Medicaid) or fails to maintain, in good standing, its licensure, certification or accreditation, as applicable, to operate its facility or program.

6. **Notices.** Whenever notice is required or permitted under this Agreement, it must be given by certified or registered mail, return receipt requested, to the parties at the addresses as set forth below or to such other address as to which the party wishing to change address for the purpose of notice will have notified the other party hereto in accordance with this Agreement:

School: Montana State University - Billings
1500 University Drive
Billings, Montana 59101

SCL Health SCL Health
Attn: Vice President, Chief Nursing Officer
500 Eldorado Blvd, Ste. 4200
Broomfield, CO 80021

Copy To: SCL Health
Legal Division
500 Eldorado Blvd, Ste. 4300
Broomfield, CO 80021

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7. Governing Law. This Agreement has been executed and delivered in, and will be interpreted, construed and enforced pursuant to and in accordance with, the laws of the State of Montana. All duties and obligations of the parties created hereunder are performable in the location of the SCL Health's County and State, and the same will be the exclusive venue and jurisdiction for any litigation, arbitration, special proceeding or other proceeding between the parties that may be brought, or arise out of, in connection with or by reason of this Agreement.
8. Assignment. School may not assign or transfer, in whole or in part, this Agreement or any rights, duties or obligations under this Agreement without the prior written consent of SCL Health. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
9. Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by either party. No waiver will be effective unless it is in the form of writing, signed by the waiving party.
10. Dispute Resolution. The parties will endeavor in good faith to informally resolve any disputes, which may arise regarding this Agreement.
11. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity or the legality of the remainder of this Agreement.
12. Ethical and Religious Directives: Statement of Common Values. The parties acknowledge and agree that, with the exception of Platte Valley Medical Center and its affiliates, Care Sites are required to be operated in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as approved by the United States Conference of Catholic Bishops ("Directives"). The parties further acknowledge and agree that Platte Valley Medical Center is required to be operated in accordance with the Integrity Health Statement of Common Values ("Common Values"), a copy of which shall be provided to School upon request. Notwithstanding any provision of this Agreement to the contrary, Care Sites shall not be required, nor shall any provision hereof be construed to require Care Sites, to provide services or participate in activities that are inconsistent with the health care ethics or precepts of the Catholic Church or the Common Values, as applicable.
13. Counterparts; Electronic Signatures. This Agreement and amendments thereto may be executed in multiple counterparts, each of which may be deemed an original, but all of which together will constitute one and the same instrument. Each party agrees to be bound by its digital or electronic signature ("e-signature") which evidences an intent to be bound, whether transmitted by fax machine, in the form of an electronically scanned image (e.g. in .pdf form), by e-mail, or by other means of e-signature technology, and each party agrees that it shall accept the signature of the other party transmitted in such a manner.
14. Entire Agreement. This Agreement, including the Exhibit(s) attached hereto, supersedes all previous contracts between the parties with respect to the subject matter herein. Neither party will be entitled to benefits other than those specified herein. No oral statements or

prior written material not specifically incorporated herein will be of any force and effect and no changes or additions hereto will be recognized unless incorporated herein by amendment as provided herein, such amendment(s) to become effective on the date stipulated in such amendment(s). Both parties specifically acknowledge that, in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement is not conditioned upon Hospital's execution of any other contract or agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

SCHOOL

By: *Dr. John Dorr*
Name: Dr. John Dorr
Title: Interim Dean

Date: 2.5.19

By: *Becky Anglin*
Name: Becky Anglin
Title: Health Care Services Department Chair

Date: 2/4/19

By: *Suzette Nynas*
Name: Suzette Nynas
Title: Health and Human Performance Department Chair

Date: 2/7/19

By: *Melinda Schlager Arnold*
Name: Dr. Melinda Schlager Arnold
Title: Provst

Date: 2/19/19

SCL HEALTH

DocuSigned by:
By: *GERALDINE TOWNDROW, FN, BSN, MA*
Name: GERALDINE TOWNDROW, FN, BSN, MA
Title: SVP Nursing SCL Health

Date: 3/4/2019 | 2:43 PM PST

EXHIBIT A

[illegible]

FOR SCHOOL: _____
Signature/Date _____

Title: _____
Name Printed _____
Phone _____ Fax _____
Email Address: _____

FOR FACILITY: _____
Signature/Date _____

Title: _____
Name Printed _____
Phone _____ Fax _____
Email Address: _____