



**MASTER AFFILIATION AGREEMENT  
with  
MONTANA STATE UNIVERSITY - BILLINGS**

**THIS AGREEMENT is made and entered into on the 20<sup>th</sup> day of December 2017, and is effective as of January 1, 2018 ("Effective Date"), by and between the Billings Clinic ("Billings Clinic") and Montana State University - Billings ("University").**

**RECITALS**

1. The University and Billings Clinic have a mutual interest in making available to University students experience in the provision of clinical services at the Billings Clinic.
2. The University wishes to provide for its students a professional atmosphere in which students will be able to correlate their academic knowledge with clinical practice, relate and interact with other health care professionals, and develop a level of competence in professional skills and in the body of knowledge deemed necessary for future clinical practice.
3. Billings Clinic is willing and able to provide the University's students with such experience and wishes to contribute to the educational preparation of the students of the University.
4. Billings Clinic is also willing to assist the University in fulfilling the clinical requirements of its training program, make available its hospital personnel with knowledge, background, and expertise to assist in teaching the University's students during their rotations at the Billings Clinic, and providing the University's students with access to various instrumentation, tools and resources available at the Billings Clinic.

NOW THEREFORE, in consideration of the mutual covenants of the parties to this Agreement and for other good and valuable consideration, Billings Clinic and the University agree as follows:

1. **DUTIES OF THE UNIVERSITY**

1.1 The University agrees that it will only assign those students to receive clinical or educational training at the Billings Clinic who are currently enrolled in its approved training program and who have completed each of the prerequisites or competencies required to participate in the clinical segment of its approved training program. Further, the University will:

a) Assume responsibility for assuring continuing compliance with the educational standards of the appropriate accreditation bodies.

b) Communicate with Billings Clinic, through the University's Educational Coordinator, regarding all items pertinent to the training program. The University will identify a person or persons to direct the rotations/educational program at the Billings Clinic and to act as liaison for the University, Billings Clinic, and the student(s).

- c) Establish the educational objectives for the clinical or educational experience and provide evaluation forms for Billings Clinic to provide input for the student evaluation process. The University shall maintain all educational progress records pertaining to its students and will be responsible for the determination of a student's final grade.

d) Notify Billings Clinic, through the University Educational Coordinator, of the planned schedule for student assignment, including the name of the student, level of academic preparation, and length and dates of fieldwork assignment.

e) Advise students and University faculty assigned to work at or with the Billings Clinic of their responsibility for complying with the policies, rules, and regulations of the Billings Clinic.

f) Provide professional liability insurance with policy limits of \$1,000,000 for each claim and \$3,000,000 in the aggregate covering each student and University faculty member while on rotation at the Billings Clinic and when performing activities under the auspices of the training program. In the event that any of the coverage required is provided on a claims made basis, the University shall provide so-called "tail coverage" at the limits of liability described herein for such time as the applicable statute of limitations permits the filing of claims arising in connection with the student's or faculty member's services at the Billings Clinic.

In addition, the University will maintain comprehensive general liability insurance, covering its potential liability, at all times during the program, with policy limits satisfactory to the Billings Clinic. The University will provide to the Billings Clinic, upon written request, evidence of liability insurance that it carries to fulfill the insurance requirements set forth herein. The University shall cooperate with the Billings Clinic and provide written notice of claims received which arise in connection with the training program at the Billings Clinic. This provision shall survive termination of this Agreement. The Billings Clinic will not be liable for the loss or damage of the personal property of the University's students or faculty while at the Billings Clinic.

g) Advise the student that he or she is not an employee of the Billings Clinic, and that under Montana's Workers' Compensation law, MCA Sec. 39-71-118(9), he or she is not an "employee" or "worker" of Billings Clinic for purposes of workers' compensation. Billings Clinic's performance of its obligations pursuant to this Agreement shall not be considered to be "wages" or employment.

h) Advise all students on assignment that in the event of a fire or life safety or emergency situation, that the student will be responsible to take direction from Billings Clinic charge personnel.

1.2 In accordance with the pre-assignment screening process at the Billings Clinic, the University agrees to obtain the following information and maintain the same in each student's University file, prior to and during placement of its students at any Billings Clinic facility. The University may require the student to obtain such records, but all records must be kept in each student's University file. The University will complete a documentation checklist verifying that the following documents are available in the student's file, and shall complete and return the checklist to the Billings Clinic prior to the student's orientation at the Billings Clinic. The Billings Clinic may request access to the University's files to inspect a student's file documentation at any time during the term of this Agreement. The University will perform a thorough and intensive screening and background check, and will specifically include in the documentation it gathers evidence of the following:

- a) TB Testing – The University will verify by means of one of the following:
  - 1. Proof of annual testing with one completed within the last twelve (12) months with two (2) consecutive years of proof
  - 2. Two step TB test
  - 3. Documentation of clear chest x-ray within the past two (2) years.
- b) MMR immunization is current (proof of two (2) if born 1957 or thereafter; if hired to work at Family Birth Center, two (2) required regardless of birth year).
- c) Documentation of Hepatitis B vaccine or annual statement of declination.
- d) Current copy of credentials/certification/license, including CPR certification, if required.
- e) Office of Inspector General background check. (The University represents that any faculty and/or students that participate in the training program at the Billings Clinic are not debarred or otherwise excluded from participating in federal health care programs. The University agrees to reference the List of Excluded Individuals and Entities (LEIE) database as maintained by the Office of Inspector General (OIG) for verification of eligibility to participate in federal health care programs.)
- f) Criminal Background Check completed within the most recent one (1) year period in any state where the student resided within the last ten (10) years, indicating no felonies and with information/disclosure concerning any reported felonies.
- g) Five-panel drug screen done within the most recent one (1) year period with clear results.

- h) Provide Billings Clinic with a copy of University's student handbook as well as University's syllabus and/or other documents used to educate its students regarding confidentiality.

1.3 Clinical Exposure. University faculty and students with potential for blood and body fluid exposure will be required to furnish evidence of HBV vaccination or evidence that they have been offered the HBV vaccination by the University and have declined.

1.4 Exposure Plan. The University will have in place an exposure plan to implement in case of an accidental exposure to disease. The University will also be responsible for educating its students and faculty about universal precautions and the importance of utilizing universal precautions while treating patients and when exposed to blood borne pathogens as required by state and federal law.

1.5 Patient Confidentiality. Each student and University faculty member who is placed at the Billings Clinic as a result of the training program shall be instructed by the University concerning the absolute need for confidentiality as to the identity of, and medical information regarding, Billings Clinic patients with whom he/she may come into contact. In addition, the University will provide to the Billings Clinic a copy of the University's student handbook as well as its syllabus and other documentation used to educate its students regarding patient confidentiality

## 2. DUTIES OF THE BILLINGS CLINIC

### 2.1 The Billings Clinic agrees to:

- a) Maintain standards for appropriate health care services, which are conducive to sound educational experiences for students participating in the program.
- b) Designate as Fieldwork Supervisor, a staff member who will be responsible for the students' clinical experience.
- c) Assist in the orientation of the student(s) on assignment to the physical facilities, policies, and procedures of the Billings Clinic. Billings Clinic will provide the assigned student(s) access to pertinent rules and regulations, including applicable confidentiality laws, rules, regulations, and procedures with regard to patient or client records.
- d) ☐ Evaluate the performance of the student(s) on assignment using forms provided or approved by the University at least once during each student's clinical rotation period and more frequently, if agreed to in writing by the Billings Clinic and the University.
- e) Maintain administrative and professional supervision of students on assignment.
- f) ☐ Nursing supervision required:

2.2 Performance and Removal. Billings Clinic will advise the University in a timely manner of any serious deficiency noted in an assigned student's performance. It will then be the responsibility of the student, the University, and the Billings Clinic to devise a mutually satisfactory plan by which the student may achieve the stated objectives of the clinical rotation at the Billings Clinic. Following discussion with the University's Educational Coordinator, the Billings Clinic may require the University to remove from rotation any student whose presence or conduct is detrimental to patient or client well-being, is not conducive to Billings Clinic orderly operations, or to the achievement of the stated objectives of the affiliation. However, in certain circumstances, the Billings Clinic may, in its sole and absolute discretion, summarily discharge a student or faculty member from a rotation, or summarily relieve a student or faculty member from duties at the Billings Clinic without prior notice to the University. Following any University grievance process, should a student be found free of negligence, Billings Clinic will consider a student's potential completion of his or her rotation at the Billings Clinic. However, nothing in this Agreement will prohibit the Billings Clinic from refusing to accept any student or faculty member into a rotation at a Billings Clinic facility. In addition, the Billings Clinic may refuse to accept any person who was discharged as an employee, or who was removed from or relieved of any responsibilities at a Billings Clinic facility. The University will provide the Billings Clinic with any and all assistance requested in removing a student or faculty member temporarily or permanently from the training program at the Billings Clinic.

### 3. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years, unless earlier terminated as provided below. The parties agree to review this Agreement on an annual basis during the term.

#### 3.2 Termination.

- a) Termination Without Cause. Either party may terminate this Agreement at any time, with or without cause, upon at least ninety (90) calendar days' prior written notice to the other party.
- b) Immediate Termination for Cause. This Agreement may be terminated immediately for the following reason:
  - i. Termination of Insurance. The termination or cancellation without replacement of the insurance required by this Agreement.
- c) Termination for Breach. In addition, either party may terminate this Agreement for any breach of this Agreement by the other party upon thirty (30) days' prior written notice by the terminating party, unless such breach is cured to the reasonable satisfaction of the terminating party within such thirty (30) day period.

#### 4. GENERAL PROVISIONS

4.1 Non-Discrimination. Each party agrees not to discriminate against any student, faculty member, or other persons in the performance of this Agreement on any basis which violates state or federal law or regulation.

4.2 Educational Records. Both parties recognize that they are bound to comply with the Family Education Rights and Privacy Act in the handling of educational records of students enrolled in their programs. It is also understood and recognized that employees and agents of each party will need to have access to the educational records maintained by the other party in properly administering their duties and obligations to the student(s) under this Agreement.

4.3 Indemnification. Each party agrees to defend, indemnify, and hold harmless, the other party and its directors, officers, employees, and agents against any claims, losses, damages, costs, expenses, or liabilities, including costs and reasonable attorneys' fees, (a) resulting from negligence or willful acts or omissions of the indemnifying party, its directors, officers, employees, and agents; or (b) arising out of or related to the performance or nonperformance of the indemnifying party pursuant to this Agreement.

4.4 No Payments. The University and Billings Clinic agree that no monies will be paid by either party to the other and that the mutual benefits contained herein constitute sufficient consideration.

4.5 Independent Contractor Relationship. This Agreement is not intended to create nor shall be construed to create any relationship between the University and the Billings Clinic other than that of independent entities contracting for the purpose of effecting the provisions of this Agreement. Further, the parties mutually acknowledge and agree as follows:

Students and faculty of the University shall not be deemed to be employees of the Billings Clinic for purposes of compensation or fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, or for any other purpose, because of their participation in the educational program contemplated by this Agreement. This provision shall not be deemed to prohibit the employment of any such participant by the Billings Clinic under a separate employment agreement or arrangement.

4.6 Confidentiality. The parties acknowledge that, as a result of this Agreement, each may have access to certain trade secrets and other confidential and proprietary information of the other. The parties agree to hold such trade secrets and other confidential and proprietary information in confidence and shall not use or disclose such information, either by publication or otherwise, to any person without the prior written consent of the other party, except as may be required by law. This provision shall survive the termination of this Agreement.



4.7 No Third Party Beneficiaries. This Agreement is intended only to benefit the University and Billings Clinic. The parties do not intend to create any interests for any other party. Specifically, no interests are intended to be, or are in fact, created for any faculty member or student; for any parent, guardian, spouse, or relative of any faculty member or student; for any employer, or prospective or future employer of any faculty member or student.

4.8 Entire Agreement; Amendment. This Agreement and any exhibits incorporated herein are the complete agreement between the parties with respect to the subject matter of this Agreement and may be modified only by a written instrument executed by both parties. This Agreement supersedes and renders void any prior agreements between the parties relating to the subject matter hereof.

4.9 Assignment. Neither party to this Agreement shall assign or transfer its rights, duties or obligations under this Agreement without the prior written consent of the other party.


4.10 Waivers. No part of this Agreement may be waived except by the written agreement of the parties. Forbearance in any form from demanding performance is not a waiver of performance. Until complete performance is rendered under this Agreement, the party owed performance may invoke any remedy under this Agreement or under law, despite its past forbearance.

4.11 Governing Law. This Agreement shall be subject to and governed by the laws of the State of Montana.

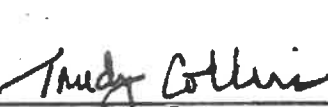
4.12 Notice. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and delivered when personally delivered to a party or delivered by courier or deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth below, or at such other address as such party shall have specified by notice given in accordance herewith.

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

**BILLINGS CLINIC**  
2800 - 10<sup>th</sup> Ave. N.  
PO Box 37000  
Billings, MT 59107-7000

By:  MD PhD  
Name: Virginia Mohl MD, PhD  
Its: D.O., Director - Medical Education

**MONTANA STATE UNIVERSITY - BILLINGS**  
1500 University Drive, PE 119  
Billings, MT 59101

By:   
Name: Trudy Collins  
Its: Vice Chancellor for Administration and Finance

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_