

MILES COMMUNITY COLLEGE AFFILIATION AGREEMENT

THIS AGREEMENT made this 1st day of August, 2015, by and between Miles Community College, 2715 Dickinson Street, Miles City, Montana, a Montana governmental agency, hereinafter referred to as the "College" and Pine Hills Youth Correctional Facility, 4 North Haynes Ave., Miles City, MT., hereinafter referred to as the "Agency."

WITNESSETH:

WHEREAS, the College is organized and operated in Miles City, Montana and is a two year community college offering an Associate of Science Degree in Nursing and

WHEREAS, the Agency is organized and operating in Miles City, Montana and is an agency with modern equipment and licensed pursuant to the laws of the State of Montana.

IN CONSIDERATION of the agreements hereinafter contained and other good and valuable consideration, not to include any monetary payment by either party to the other, it is mutually agreed as follows:

The COLLEGE does hereby agree to:

1. Provide instructors for teaching and supervising nursing students assigned to the Agency for clinical experience.
2. Be responsible for planning the schedule of student assignments and making all individual assignments for student clinical nursing experience at the Agency in cooperation with the Agency's Nursing Supervisor.
3. Assume responsibility for College faculty and students complying with all the rules and regulations of the Agency insofar as they pertain to the activities of both while in the Agency.
4. Impress upon the instructors and the students their obligation to respect the confidentiality of all records and proprietary information that may come to them with regard to client and Agency records. The use or disclosure of information concerning Agency patients is governed by state and federal law, including the federal Drug and Alcohol Confidentiality regulations, 42 C.F.R. Part 2, and the HIPAA privacy regulations, 45 C.F.R. Parts 160 and 164. Students and instructors shall be required to comply with these laws and to sign a confidentiality agreement. They shall be instructed in the confidentiality requirements prior to beginning any clinical experience.
5. Assume full responsibility and liability for nursing faculty and students in all activities conducted by them on the Agency's premises.

6. Obtain, and to keep in full force and effect throughout the term of this contract, a policy of professional liability insurance coverage providing minimum coverage of \$1,000,000.00 per person, and \$3,000,000.00 total limit per incident. College will furnish proof of insurance to the Agency at the Agency's request.
7. Provide orientation for all levels of personnel to the philosophy and objectives of the College's Associate Degree Nursing Program.
8. Provide opportunity for Agency personnel to attend pre and post conference sessions of nursing student groups.
9. Specify requirements regarding dress code and personal identification for nursing students and nursing faculty when on duty in the Agency.
10. At the beginning of each academic year, provide documentation that completed physical exams, including a negative test for exposure to tuberculosis, are on file at the College for students and faculty.
11. Provide instructors with all required workmen's compensation coverage, unemployment compensation insurance, and other deductions and assessments required by federal or state law. In addition, the College will withhold from payments to instructors, all federal income tax withholdings, state income tax withholdings, social security withholdings, and other taxes and assessments required to be withheld under state, federal, or local law.

The AGENCY does hereby agree to:

1. Make available the clinical facility and supervision for students' clinical nursing experience, including the necessary equipment and supplies for giving nursing care. The Agency shall have the right to determine the dates and times that facility will be available to nursing students.
2. Provide:
 - a. Facility for instructors' and students' pre and post conference meetings.
 - b. Orientation and instruction for the College faculty relative to the Agency's administrative policies and new equipment installed or purchased by the Agency for patient care or treatment.
3. Make the Agency's professional library available to the nursing faculty and nursing students during the times that it is open to the public.
4. Extend to the nursing faculty and nursing students the privilege of attending professional meetings held at the agency that would be advantageous to their professional growth.

5. Assure cooperation of the agencies using the same facility for student assignments.
6. Accept a maximum of ten students at a time for clinical experience at the Agency. The Agency reserves the right to refuse a student or terminate a student's clinical experience for good cause as determined by the Agency's Nursing Supervisor or Clinical Director.

Liaison between the College and the Agency in regard to the Nursing Program will be provided by the College's Director of Nursing and the Agency's Nursing Supervisor or other appointed Agency representative.

Neither the College nor the Agency will discriminate against any employee, student or applicant for employment or registration because of race, color, religion, national origin, creed, service in the uniformed services (as defined in state and federal law), veteran status, sex, age, political ideas, marital or family status, pregnancy, physical or mental disability, genetic information, gender identity, gender expression, or sexual orientation.

The College and the Agency hereby expressly agree to indemnify and hold each other harmless from any and all damages to persons or property or any other claims, liabilities, costs or expenses (including attorney's fees), resulting from the acts or omissions, including default or negligence, of the College and the Agency, or their respective employees, principles, agents, students, successors or assigns.

This agreement shall be deemed to have been entered into in the State of Montana and all duties, obligations and rights hereunder shall be governed by the laws of the State of Montana. Venue for any litigation arising out of this contract or any of the rights and duties described herein shall be the 13th Judicial District, Yellowstone County, Montana.

In the event of litigation arising out of an interpretation of this contract, or in the event of litigation to enforce any provision of this contract, the successful party shall, in addition to damages awarded by the court, be entitled to recover reasonable attorney's fees and costs as determined by the court.

This agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes any prior agreement or understanding between them, and it may not be modified or amended except by a writing executed by both parties.

This agreement shall be renewed each year, but may be terminated by either party for any reason. This agreement will terminate upon 120 days prior written notice to the other party.

In the event any provision of this agreement shall be judicially declared to be invalid or unenforceable, the remaining provisions of this agreement shall, nevertheless, remain in full force and effect unless to do so would substantially prejudice either party to this agreement.

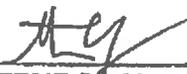
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the day and year first set forth above.

MILES COMMUNITY COLLEGE

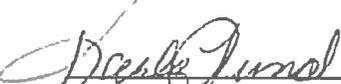
AGENCY



DR. STACY KLIPPENSTEIN 7/27/15 Date
President



STEVE RAY 9/2/15 Date
Superintendent



KARLA LUND, RN, MSN 7-31-15 Date
Director of Nursing