

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
TUBA CITY REGIONAL HEALTH CORPORATION  
AND  
DINÉ COLLEGE  
FOR CLINICAL EXTERNSHIP PARTNERSHIP**

The memorandum of agreement (MOA) is entered into the \_\_\_\_\_ day of \_\_\_\_\_  
Between Tuba City Regional Healthcare Cooperation (TCRHCC), whose address is 167 North Main Street,  
Post Office Box 600, Tuba City, Arizona 86045, and Diné College, whose address is Post Office Box C-08,  
Tsaile, Arizona, 86556.

**I. RECITALS:**

WHEREAS, Diné College serves the residents of the 27,000 square-mile Navajo Nation that is spread over Arizona, New Mexico, and Utah. Founded in 1968, Diné College is the first of 37 tribal colleges in the United States. Diné College has two main campuses, five community centers, and two microsites serving approximately 2,000 students, Diné College is a public institution of higher education chartered by the Navajo Nation.

WHEREAS, the mission of the Diné College is to apply *Sa'ah Naagháí Bik'eh Hózhóón* principles to advance quality student learning through *Nitsáhákees* (Thinking), *Nahat'á* (planning), *liná* (living, implementation), and *siihasin* (reflection and assurance); and

WHEREAS, Diné College trains college students to become healthcare professionals, and

WHEREAS, TCRHCC, authorized and designated as a Tribal organization by the Navajo Nation Council, operates an independent hospital and ambulatory, and satellite clinics pursuant to a Title V Self-Governance Compact and associated Funding Agreement with the Indian Health Services under the Indian Self Determination and Education Assistance Act (ISDEAA).

WHEREAS, TCRHCC's mission is to provide safe, accessible, quality, and culturally sensitive healthcare; and

WHEREAS, TCRHCC and Diné College desire and intend to cooperate in providing appropriate clinical education experiences, which includes education, observation, and training for students, on the terms and conditions set forth in this MOA.

WHEREAS, the purpose of this MOA is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for the programs at Diné College and to support the mission of TCRHCC.

WHEREAS, Diné College intends that this MOA shall meet its accreditation standards related to clinical education and other relevant educational standards related to affiliation agreements with clinical affiliates.

WHEREAS, this MOA requires at a minimum:

- TCRHCC will provide Diné College students, and faculty if applicable, access to appropriate resources for a clinical learning experience.
- Diné College is ultimately responsible for the education course/ program, and academic affairs. And the assessment of students.
- Diné College is primarily responsible for the appointment and assignment of faculty members with responsibility for student teaching.
- Specification of the responsibility for treatment and follow-up when a student is exposed to an environmental hazard or other occupational injuries,
- The shared responsibility of Diné College and TCRHCC for creating and maintaining an appropriate learning environment.

Whereas, neither party intends for this MOA to alter in any way its respective legal rights or its legal obligations to any third party.

Now, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in this MOA agree as follows:

**II. TERM:**

This MOA shall have a term of four years. Beginning on the date the last party signs the MOA unless sooner terminated by either party as provided herein. This MOA may be renewed at the end of the four-year term by mutual written agreement of both parties.

**III. RESPONSIBLE TITLE OF TCRHCC:**

1. TCRHCC shall accept students selected by Diné College for a clinical externship at TCRHCC for a clinical externship at TCRHCC, subject to favorable background investigations, drug tests, and compliance with the terms of this MOA and applicable TCRHCC Personnel Policies and Procedures. The number of Diné College students accepted and the dates of the student experience shall be subject to the availability of TCRHCC personnel for teaching and supervision. TCRHCC, through its Clinical Education Department Manager, shall maintain sole responsibility for making student assignments to specific units, after consideration of the objectives provided by Diné College. Objectives of the externship will be subject to TCRHCC's staffing, operational, and other business needs and limitations.
2. TCRHCC has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, TCRHCC will provide Diné College students and faculty with access to appropriate facilities and resources for student education including a) data; b) training aids; c) classroom space; d) a sim lab; e) supplies for clinical rotations at TCRHCC; f) access to patients at TCRHCC facilities in an appropriately supervised environment, in which the students can complete Diné College's curriculum; g) access and required training for students in the proper use of electronic records or paper charts, as

applicable; h) computer access; and i) secure storage space for student's personal items when at TCRHCC.

3. TCRHCC will retain full authority and responsibility for patient care and quality standards and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in TCRHCC's facilities, students will have the status of trainees, are not to replace TCRHCC staff, and are not to render unsupervised patient care and/ or services. To the extent possible, all services rendered by students must meet the objectives of the course/ program. TCRHCC and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.
4. TCRHCC staff will, upon request, assist Diné College in the assessment of the learning and performance of participating students by completing assessment forms provided by Diné College and returning to Diné College in a timely fashion.
5. TCRHCC will provide for the orientation of Diné College's participating students as to TCRHCC's rules, regulations, policies, and procedures and will notify Diné College and the students of any changes to them.
6. As applicable, to the extent of TCRHCC generates or maintains educational records related to the participating students, TCRHCC agrees to comply with the Family Educational Rights and Privacy Act (FEPR) to the same extent as such laws and regulations apply to Diné College and shall limit access to only those employees or agents with a need to know. For the purpose of this MOA, pursuant to FEPR, Diné College hereby designates TCRHCC as an official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to Diné College's record is by TCRHCC to carry out the course/ program.
7. TCRHCC will resolve any situation in favor of its patients' welfare, the safety of patients, staff, students, and the public, and to ensure compliance with applicable law, standards, guidelines, and policies. In furtherance of the above, TCRHCC may restrict a student to the role of observer, or, if necessary and in TCRHCC's sole discretion, have the student removed from a situation or TCRHCC premises. TCRHCC will notify Diné College's course director if such an action is required.
8. TCRHCC shall identify an onsite coordinator from among its staff who will communicate and cooperate with Diné College's course/ program director or instructor to ensure faculty and student access to appropriate resources for the clinical training experience.
9. TCRHCC shall establish a consistent schedule of training courses and workshops to be provided to Diné College's students entering at TCRHCC.
10. TCRHCC shall strive to provide Diné College's students with relevant and challenging externship experiences at TCRHCC.

11. TCRHCC shall strive to assist Diné College in meeting the criteria and guidelines to be recommended for accreditation by the Medical Assisting Education Review Board, American Society for Clinical Pathology (ASCP), American Medical Technologists (AMT) and accredited by the Commission on Accreditation of Allied Health Education Programs.
12. TCRHCC shall work with Diné College to develop a strategy for the recruitment of adjunct faculty and students for the program as needed.
13. TCRHCC shall provide information to Diné College instructors in the program to assist with curriculum development.
14. TCRHCC agrees to comply with applicable state and federal workplace safety laws and regulations. TCRHCC will provide emergency healthcare to Diné College students for any accident or illness occurring at TCRHCC; however, TCRHCC will not be responsible to pay for the cost of such services or any transportation needed to obtain further treatment. The student will be responsible to pay for all costs associated with the medical services and any necessary transportation provided by TCRHCC. If while at TCRHCC a student is exposed to blood or other potentially infectious material as described in 29 C.F.R. 1910.1030 (known as OSHA's Bloodborne Pathogens Standards), TCRHCC will allow the exposed student to request patient testing and will provide prompt treatment or assist the student in reaching a facility where prompt treatment will be provided. TCRHCC will work with Diné College to provide follow-up information as permitted and appropriate if needed for the exposed student's healthcare plan.
15. TCRHCC will provide written notification to Diné College if a claim arises involving a student.
16. After first attempting to resolve any problems that may arise directly with the student involved, TCRHCC shall advise Diné College if the performance or conduct of any student is unsatisfactory and requires the removal of the student from the TCRHCC site. Upon receiving such notice, Diné College shall immediately remove the student from the TCRHCC facility and program.
17. Housing of students shall not be paid for by TCRHCC.

#### **IV. RESPONSIBILITIES OF DINÉ COLLEGE:**

1. Diné College will plan and determine the adequacy of the educational experience of the students in the theoretical background, basic skills, professional ethics, attitude, and behavior and shall assign to TCRHCC only those students who have satisfactorily completed the prerequisite portion of Diné College's curriculum.
2. Diné College shall retain ultimate responsibility for the education and assessment of its students. Diné College's representative for this MOA shall be a faculty member appointed and assigned by Diné College, who will be responsible for student teaching and assessment provided pursuant to this MOA.

3. Diné College will require all participating students to maintain health insurance and provide proof of health insurance to Diné College.
4. Diné College will inform TCRHCC staff of Diné College's expectations regarding the assessment of Diné College's students at TCRHCC.
5. Diné College shall ensure that students provide completed criminal background forms and fingerprint cards to TCRHCC not less than 90 days in advance of the proposed start date for the purpose of compliance with Public Law 101-30 (Indian Children Protection and Family Violence Prevention Act). The failure to timely provide this information may result in the student not being permitted to participate in the externship program. The results of the background check will be reported to and evaluated by TCRHCC.
6. Diné College shall inform students that they are required to undergo a drug test pursuant to TCRHCC policies and procedures and that the cost of any such test will be paid for by TCRHCC.
7. Diné College shall notify students of documentation requirements and Diné College or its students shall furnish the following documentation to TCRHCC for each student at least four weeks in advance of the beginning of the program:
  - A. A letter stating that the student is in good standing at Diné College;
  - B. Proof of student's malpractice coverage with limits of at least \$1 million per claim/\$ 3 million aggregates. If coverage is through a self-insurance plan provided by Diné College, Diné College agrees that the proof of insurance shall explicitly state that the self-insurance shall remain in effect for the complete duration of the student's program at TCRHCC or the proof of insurance will explicitly state that if Diné College's program of self-insurance will be modified to reduce coverage of student, expire, or be canceled, that Diné College will give at least 30 days advance written notice to TCRHCC and the student. In such event, Diné College or the student will provide TCRHCC with proof of alternative malpractice insurance coverage for students at the same coverage limits effective two weeks prior to the date of modification or termination of self-insurance or the student will be suspended or removed from the externship program.
  - C. Documentation of measles, and rubella immunization or immunity, tetanus booster within the past 10 years, PPD status, documentation of any additional immunization in accordance with the then-current protocols and requirements of TCRHCC. Failure to provide this information may result in the student not being permitted to participate in the externship program.
  - D. Student's statement as described in item IV (6) below.

- 8.** Diné College shall assign a Clinical Education Coordinator to be the liaison to TCRHCC's Clinical Education Department Manager. This coordinator shall be the contact person for TCRHCC in communication on all matters pertaining to the implementation of this MOA, and for coordination dissemination of information, and completion of the necessary documentation. Diné College shall notify TCRHCC immediately concerning any change in the designated representative.
- 9.** Diné College shall ensure that the student has received training in the basic requirements of the Health Insurance Portability and Accountability Act (HIPAA). Diné College will also advise all students that the confidentiality requirements of HIPAA survive the termination or expiration of an MOU.
- 10.** Diné College shall advise students that they are required to and shall comply with all applicable TCRHCC Personnel Policies and Procedures as a condition of continued Diné College program.
- 11.** Diné College shall advise students that, as a condition of placement at TCRHCC, each student shall provide a written statement that s/he: (i) is not currently suspended, excluded, debarred, or otherwise ineligible to participate in the federal healthcare programs as defined in 42 U.S.C. §1320a-7b (f) (the Federal Healthcare Program); (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health care Programs, (iii) is not under investigation or otherwise aware of any circumstances which may result in the Diné College or a student being excluded from participation in the Federal Health care Programs, (iv) will immediately notify, TCRHCC of any investigation, exclusion or loss of eligibility, and (v) understands that exclusion from participation in Medicare or any federal health care program will result in the termination of student's participation in the externship program.
- 12.** Diné College, to the best of its current knowledge and belief, represents to TCRHCC that Diné College and its students participating hereunder: (i) are not currently suspended, excluded, debarred, or otherwise ineligible to participate in the Federal Healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health care Programs, (iii) are not under investigation or otherwise aware of any circumstances which may result in the Diné College or a student being excluded from participation in the Federal Health care Programs. This shall be an ongoing representation during the term of this agreement, and (iii) is not under investigation or otherwise aware of any circumstances which may result in the Diné College or a student being excluded from participation in the Federal Health care Programs, shall immediately notify TCRHCC of any circumstances, investigations, or change in status related to the representation set forth in this section. Any breach of this paragraph shall give TCRHCC the right to immediately terminate this Agreement for cause or to remove the ineligible students from the externship program immediately.

**V. CONFIDENTIALITY AND HIPPA:**

In keeping with all applicable federal and state rules and regulations regarding patient confidentiality, Diné College shall notify the students that they are responsible for maintaining the confidentiality of patient information, including protected health information (PHI) under HIPPA. Students shall not have access to, or have the right to review, any medical record, except where necessary in the regular course of the training program covered by this MOA or in furtherance of any litigation arising out of the students' affiliation. The discussion, transmission, or narration, in any form, by the students of any patient information of a personal nature, medical or otherwise, obtained by the students is prohibited except to the extent required by the training program covered by this MOA. Any patient information submitted by students to Diné College as part of the externship Program shall have all identifying information removed prior to submission. Diné College affirms that all students have or will have received mandatory training required by federal rules and regulations for the protection of patient's PHI and that records of completion of such training shall be available to TCRHCC on request prior to each student's arrival.

For purposes of HIPAA, and only for those purposes, Diné College and TCRHCC acknowledge that students shall be deemed to be part of TCRHCC's "workforce," as that term is defined in the HIPAA privacy regulations at 45 C.F.R S 160.103, and as such, no Business Associate Agreement is required between Diné College and TCRHCC.

**VI. TERMINATION OF AGREEMENT:**

1. This MOA may be terminated by either party with or without cause upon ninety (90) days prior written notice by certified mail, return receipt requested, to the other party.
2. If this MOA is terminated, any student(s) enrolled in the ongoing externship program at the time of such termination may, in the sole discretion of TCRHCC, be given the opportunity by TCRHCC and Diné College to complete the requirements of the externship program as offered at the time of their entry into the program and in compliance with the conditions of the MOA.

**VII. AMENDMENTS:**

This MOA shall be subject to periodic review and may be amended from time to time to add additional Diné College educational programs or make other revisions mutually beneficial to both Parties if agreed to in writing by both parties. Current externship programs include CMA-113 and BIO-494/594 Clinical Laboratory Practicum.

**VII. STUDENTS NOT EMPLOYEE OF TCRHCC:**

Diné College and TCRHCC understand and acknowledge that the students placed pursuant to this MOA are not employees of the TCRHCC and are not entitled to any of the rights and benefits provided to TCRHCC's employees, and that the benefits and rights to which the students are

entitled are limited to those expressly set forth in this MOA. No other rights or benefits are conferred upon the students by any other contract or TCRHCC policy, including the TCRHCC Personnel Policies and Procedures. Students and/or Diné College, and not TCRHCC, shall be responsible for all state and federal tax filing requirements, insurance, and worker's compensation covered related to such students' participation in the externship Program pursuant to this MOA.

**VIII. TUITION:**

Diné College students in the externship Program who wish to participate in courses and training will be responsible for their own tuition, fees, and training expenses; provided, however, that TCRHCC may, in its sole discretion, provide scholarship or other assistance to such students on any terms and conditions mutually agreeable to such students and TCRHCC, and otherwise consistent with TCRHCC's Personnel Policies and Procedures.

In any instance where TCRHCC has agreed through a written agreement, signed by the TCRHCC Chief Executive Officer, to pay for tuition, fees, books, training expenses, materials, and/or other external costs of Diné College's courses for any person, TCRHCC shall pay Diné College for such costs and/or expenses in accordance with the terms of the such written agreement.

**IX. ENTIRE AGREEMENT:**

This MOA supersedes all prior written or oral agreements and is not contingent upon or conditioned on the performance of any other agreements that may have been entered into by the parties. This MOA and any exhibits or attachments incorporated herein by reference constitute the entire agreement of the parties concerning the subject matter herein, and there are no other written or oral agreements, representations, or understandings of any kind related to the such subject matter. If there is a conflict or inconsistency between the terms of this MOA and any exhibits or attachments, this MOA shall take precedence, unless the matters set forth in the exhibit or attachment expressly and explicitly provide otherwise. No modifications of the terms of this MOA shall be valid and forcible unless such modifications are in writing and expressly accepted and agreed to by Diné College and TCRHCC.

**X. THIRD-PARTY BENEFICIARIES:**

This MOA shall only be for the benefit of the undersigned parties and their permitted successors and assigns, and no student or other person shall be deemed to be a third-party beneficiary of this MOA.

**XI. NOTICES:**

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier.

If to TCRHCC

Tuba City Regional Healthcare Corporation  
3008 E. Birch Avenue  
P.O. Box 600



Tuba City, AZ, 86045  
Attn: Chief Executive Officer, Lynette Bonar

If to Dine College:

Dine College  
P.O. Box C-08  
Tsaile, Arizona 86556  
Attn: President, Charles Roessel

Or to such other persons or places as either party may from time to time designate by written notice to the other.

**XII. NO AGENCY/EMPLOYEE RELATIONSHIP:**

No agency or employment relationship is created by this MOA.

**XIII. LIABILITY**

Each party is solely liable for its own acts and omissions including without limitation the intentional or negligent acts or omissions of its own students, employees, agents, officers, and directors in relation to this MOA.

**XIV. GOVERNING LAW AND DISPUTE RESOLUTION:**

Navajo Nation law and applicable federal law shall govern this MOA. The parties agree that, in the event of a disagreement or dispute regarding this MOA, they will use the utmost good faith to resolve it informally, including by first elevating the dispute to their senior management and then to their respective boards. If such informal attempts are unsuccessful, the parties may agree to submit the dispute to non-binding mediation before a respected mediator within the Navajo Nation, selected and agreed to by both parties. Nothing in this section shall otherwise prevent a party from terminating the MOA in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this MOA as of the day, month, and year first above written.

**DINÉ COLLEGE**

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**Chief Executive Officer**

**TUBA CITY REGIONAL HEALTHCARE CORPORATION**

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**Chief Executive Officer**