

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into the ___ day of _____
200___, between _____,
_____, and _____
_____ (Educational Institution) whose address is _____
_____.

I. RECITALS

WHEREAS, Educational Institution trains physicians or other medical professionals;

WHEREAS, _____ provides medical services and is willing to affiliate with the Educational Institution to provide on-site training for students at Educational Institution on the terms and conditions set forth in this MOA; and

WHEREAS, _____ and the Educational Institution desire and intend to cooperate in providing appropriate clinical educational experience for residents or trainees (hereinafter referred to as "residents"), which include education, observation, training and cultural awareness.

The parties agree as follows:

II. TERM:

This MOA shall have a term of ___ years, beginning on _____ 200_____, and ending on _____, 200___, unless sooner terminated by either party as provided herein.

III. RESPONSIBILITIES OF _____:

1. _____ shall provide appropriate facilities for clinical education purposes, including sufficient space for teaching and conference with residents.
2. _____ shall make available data and other training aids as needed to provide residents with opportunities for training.
3. _____ shall inform the Educational Institution of any changes in policy, which will affect the resident.
4. _____ shall assign a clinical preceptor to be responsible for each resident.

5. [REDACTED] will provide emergency health care to the resident for any accident or illness occurring at [REDACTED]; however, [REDACTED] will not be responsible to pay for the cost of such services or any transportation needed to obtain further treatment. The resident will be responsible to pay for all costs associated with the medical services and any necessary transportation provided by [REDACTED].
6. After first attempting to resolve any problems that may arise directly with the resident involved, [REDACTED] shall advise the Educational Institution if the performance or conduct of any resident is unsatisfactory and requires the removal of the resident from the [REDACTED] site. Upon receiving such notice, the Educational Institution shall immediately remove the resident from the [REDACTED] facility and program.
7. Housing for residents shall not be paid for by [REDACTED]

IV. RESPONSIBILITIES OF THE EDUCATIONAL INSTITUTION

1. The Educational Institution shall furnish a letter certifying that the resident is in good standing at the Educational Institution, and that the resident has malpractice coverage from the Educational Institution during their rotation in the minimum amount required by the [REDACTED], or at a minimum \$1 million per claim / \$3 million aggregate.
2. The Educational Institution shall be responsible for assuring that each resident is in good physical and mental health and free of contagious disease by providing documentation of measles and rubella immunization or immunity, tetanus booster within the past ten years, and PPD status.
3. The Educational Institution shall assign the Residency Coordinator of the Department of _____ as the main contact point for coordination, dissemination of information, and completion of necessary documentation.
4. The Educational Institution shall provide the name of resident that will be at [REDACTED] at least four weeks in advance of the start of the rotation.
5. The Educational Institution shall provide the following required documentation to [REDACTED] at least four weeks in advance of the beginning of the program:
 - A. a letter stating that the resident is in good standing at the Educational Institution;
 - B. proof of the resident's malpractice coverage;
 - C. documentation of the resident's immunization and PPD status;
 - D. a copy of the resident's medical license

6. The Educational Institution shall have the resident provide completed background forms and fingerprint cards to [REDACTED] not less than 90 days in advance of the proposed start date for the purpose of compliance with Public Law 101-630 (Indian Children Protection and Family Violence Prevention Act).
7. Educational Institution shall furnish, upon execution of this MOA and separate written request by [REDACTED], certification of comprehensive general liability insurance coverage and certification of professional errors and omissions liability (professional liability) coverage reasonably satisfactory for protection of assigned students.
8. The Educational Institution shall ensure and require that the resident complies with all personnel and other relevant policies of [REDACTED] and has been trained in the requirements of the Health Insurance Portability and Accountability Act (HIPAA).
9. The Educational Institution shall certify that neither it nor the resident has been debarred by any federal or state government or agency or otherwise prevented from participating in or being employed by a program which receives governmental funding for the provision of health care services.

V. TERMINATION:

1. This MOA may be terminated by either party upon 90 days prior written notice by certified mail, return receipt requested, to the other party.
2. If this MOA is terminated, any resident(s) enrolled in the ongoing program at the time of such termination may, in the sole discretion of [REDACTED], be given the opportunity by [REDACTED] and the Educational Institution to complete the requirements of the residency program as offered at the time of their entry into the program and in compliance with the conditions of the MOA.

VI. AMENDMENTS:

This MOA shall be subject to periodic review and may be amended from time to time, if requested by the Educational Institution or [REDACTED], and agreed to in writing by both parties.

VII. RESIDENTS NOT EMPLOYEES OF [REDACTED]:

Educational Institution and [REDACTED] understand and acknowledge that the residents placed pursuant to this MOA are not employees of the [REDACTED], and that the benefits and rights to which the residents are entitled are limited to those expressly set forth in this MOA. No other rights or benefits are conferred upon the resident by any other contract or [REDACTED] policy, including the [REDACTED]

Personnel Policies and Procedures. Residents shall be responsible for all state and federal tax filing requirements, insurance and worker's compensation coverage.

VIII. CONFIDENTIALITY/HIPAA COMPLIANCE

In keeping with all applicable federal and state rules and regulations regarding patient confidentiality, Educational Institution shall notify the students that they are responsible for maintaining the confidentiality of patient information. 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. Additionally, because of Educational Institution's potential reliance upon ██████████ for information required by federal, state and accreditation requirements, ██████████ agrees to provide Educational Institution access to that information for those purposes while maintaining compliance with federal privacy rules. The discussion, transmission, or narration, in any form, by students of any patient information of a personal nature, medical or otherwise, obtained by the students is forbidden except to the extent required by the training program covered by this MOA. Any patient information submitted by students to Educational Institution as part of the training program shall have all identifying information removed prior to submission. Educational Institution shall affirm that all students have received mandatory training required by federal rules and regulations for the protection of patients' protected health information and that departmental records of completion of such training shall be available to ██████████ prior to each student's arrival. Should ██████████ require any additional training of the students, Educational Institution shall notify students of such requirement and ██████████ shall provide Educational Institution with records of students' attendance.

For purposes of the Health Insurance Portability and Accountability Act (HIPAA), and only for those purposes, Educational Institution and ██████████ acknowledge that students are part of ██████████ "work force," as that term is defined in the HIPAA privacy regulations at 45 C.F.R. § 160.103, and as such, no Business Associate agreement is required between Educational Institution and ██████████.

IX. INDEMNIFICATION:

Educational Institution agrees to hold ██████████ harmless from and against any claims, costs, expenses, damages, liabilities, losses or judgments sustained by third parties as a consequence of the acts of the residents placed pursuant to this MOA, Educational Institution, its agents or employees. ██████████ agrees to hold the Educational Institution harmless from and against any claims, costs, expenses, damages, liabilities, losses or judgments sustained by third parties as a consequence of the acts of ██████████, ██████████'s agents or employees.

X. GOVERNING LAW:

Navajo Nation law and applicable federal law shall govern this MOA. All disputes, actions and claims arising from the MOA shall be subject to the exclusive jurisdiction of the Navajo Nation courts with venue in the [REDACTED] District.

XI. ENTIRE AGREEMENT:

This MOA supersedes all prior written or oral agreements and is not contingent upon or conditioned on the performance of any other agreement, which may have been entered into by the parties. This MOA and any exhibits or attachments incorporated herein by reference constitute the entire MOA of the parties, and there are no other written or oral agreements, representations, or understandings of any kind. 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 enforceable unless such modifications are in writing and expressly accepted and agreed to by the Educational Institution and [REDACTED].

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

EDUCATIONAL INSTITUTION:

[REDACTED]

Chief Executive Officer

[REDACTED]

Adapted by Dr. Susannah Olnes, Indian Health Service, Lead Physician Recruiter