1. PARTIES

The Montana Department of Corrections **(DEPARTMENT)** and **Montana State University-Bozeman (CONTRACTOR)** enter into this Memorandum of Understanding. The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana Women's Prison
5 S. Last Chance Gulch
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

Montana State University-Bozeman
College of Nursing
Apsaruke Room 211

Billings, MT, 59101
(406) 657-1768

DEPARTMENT AND MONTANA STATE UNIVERSITY BOZEMAN, HEREIN AFTER REFERRED TO AS MSU BOZEMAN, AS PARTIES TO THIS MEMORANDUM OF UNDERSTANDING AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF DEPARTMENT AND MSU BOZEMAN

A. Schedules: The faculty of MSU Bozeman will assume responsibility, in coordination with the Montana Women's Prison (MWP), for the assignment of one (1) to three (3) students, student schedules, and the availability of clinical experiences. Changes to student schedules and the maximum number of students shall be agreed to by both parties.

B. Rules and Regulations: MSU-Bozeman students will be subject to MWP rules and regulations which include, but are not limited to, providing assurance of CPR certification, adherence to assigned hours, participation in selected educational activities, compliance with uniform requirements, and receipt of required immunizations.

MSU-Bozeman students will be subject to a criminal background check completed by the Montana Department of Corrections (MDOC). MWP requires two days advance notice of all the nursing students requiring entrance to the facility. Name, date of birth, social security number, gender, and race of each of the nursing students will need to be faxed (406-247-5161) to the MWP liaison, Joan Daly (406-247-5112). Nursing students will not be allowed in the facility without a MDOC background check.

Nursing students shall have liability insurance and health insurance coverage for the duration of their clinical experience with MWP.

C. Supervision and Curriculum Development: MWP will retain full responsibility for the care of clients and will maintain administrative and professional supervision of students in so far as their presence affects the operation of the facility and/or the direct and indirect care of patients. The MSU Bozeman faculty is responsible for the supervision of the education of the students as well as curriculum construction.

i. Course Requirements: Of the participating students, two are enrolled in N477, Population Based Nursing Care in the Community and one student is enrolled in N346, Nursing Care of the Childbearing Family.

A copy of the course/clinical objectives will be made available to MWP.

Students will meet the clinical objectives for this course in part by participating in a variety of activities at MWP and also by observing and working with a RN. Onsite clinical supervision will occur one (1) to two (2) times or as needed throughout the semester.

The MSU Bozeman instructor will be available to students via telephone during their clinical experiences should they require immediate guidance or consultation.

ii. Role of the Student: Students may supplement but will not be used to supplant professional and/or regular personnel.

iii. Attendance and Conduct: MSU Bozeman will provide MWP with standards of conduct expected of students. Attendance will average four (4) to eight (8) hours per week for six (6) to twelve (12) weeks during the semester.

iv. Student Removal: MSU Bozeman will remove any student from MWP if the student, for reasons of health, performance, breach of confidentiality, questionable conduct, and/or other causes, becomes unacceptable to MWP.

D. Orientation: An orientation to MWP will be provided to each new student group. This program may cover items such as student conduct, patient respect, confidentiality of patient care, facility rules, and location of various areas within the facility.

The MSU Bozeman instructor will meet with the RN's and orient them to the role of the student. The instructor will be in phone or email contact with the assigned RN preceptor.

E. Evaluations: MSU Bozeman will establish criteria appropriate for the evaluation of students. There will be a coordinating person at MWP who will provide guidance and on site direction to the students placed there. Faculty members and MWP supervisors will evaluate the students' performance according to established criteria and curriculum guidelines.

F. Equipment and Supplies: MWP will make equipment and supplies available for clinical learning experiences; however, supplies furnished may be limited to those that would normally be used in the course of patient care and dependent on the current or expected needs of MWP.

G. Health: To be eligible for assignment at MWP, students must conform to public health standards and be physically able to perform all physical requirements as determined by MSU Bozeman.

Prior to registration for a semester that includes clinical experience, each student covered by this agreement will furnish MSU Bozeman's College of Nursing with a certificate indicating that he/she has had a negative tuberculin skin test (PPD), negative chest X-ray, or negative sputum culture.

Prior to clinical experience, a thorough physical examination with an update of immunizations will be required. Each student will submit a statement from the student's physician indicating that there is no known medical reason why the student should not participate in the clinical or academic phases of the program.

Due to the increased incidence of blood borne infections, nursing students shall obtain the hepatitis B vaccinations.

3. TIME OF PERFORMANCE

This Memorandum of Understanding shall take effect upon final signature and shall terminate on August 31, 2016 unless terminated earlier in accordance with the terms of this Memorandum of Understanding. This Memorandum of Understanding may, upon mutual agreement and according to the terms of the existing Memorandum of Understanding, be renewed for a period not to exceed a total of three (3) years.

Upon expiration of this Memorandum of Understanding, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Memorandum of Understanding is signed.

4. LIAISONS AND NOTICE

A. Joan Daly, 701 S. 27th, Billings, MT 59101, 406- 247-5112 or successor serves as DEPARTMENT liaison.

B. Susan Ahrens, PhD, RN, Apsaruke Room 211, MT 59101, 406-657-1764 or successor serves as MSU Bozeman's liaison.

C. All notices and invoices required in this Memorandum of Understanding shall be in writing, properly addressed to the liaison in (A) and (B) above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. AMENDMENTS

All amendments to this Memorandum of Understanding shall be in writing and signed by the parties.

8. COMPLIANCE WITH LAWS

The parties to this agreement must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and ADA Amendments Act of 2008, Section 504 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments of 1972, and Titles VII and VIII of the Public Health Service Act.

9. TERMINATION AND DEFAULT

A. The DEPARTMENT may, by written notice to MSU Bozeman, terminate this Memorandum of Understanding in whole or in part at any time MSU Bozeman fails to perform as required in this Memorandum of Understanding.

B. Either party may terminate this Memorandum of Understanding without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Memorandum of Understanding shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

10. INTEGRATION

This Memorandum of Understanding contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Memorandum of Understanding, shall be binding or valid. This Memorandum of Understanding shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Memorandum of Understanding.

11. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Memorandum of Understanding is illegal and void shall not affect the legality and enforceability of any other provision of this Memorandum of Understanding, unless the provisions are mutually dependent.

12. COMPLETED MEMORANDUM OF UNDERSTANDING

The DEPARTMENT cannot disburse any payments under this Memorandum of Understanding until a fully executed original Memorandum of Understanding is returned to the Department of Corrections, Contracts Management Bureau, P.O. Box 201301, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT

Joan Daly

Joan Daly, Warden
Montana Women's Prison

7/27/15
Date

MONTANA STATE UNIVERSITY BOZEMAN

Susan Ahrens

Susan Ahrens, PhD, RN
Campus Director-College of Nursing, Billings Campus

6-22-15
Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

8/27/15
Date