

MEMORANDUM OF AGREEMENT

BETWEEN

AND

CHILDREN'S HEALTH CARE d/b/a/CHILDREN'S HOSPITALS AND CLINICS

This Agreement is entered into between

(hereinafter "the College/University") and

Children's Health Care, Minneapolis, Minnesota (hereinafter "the Facility"). The Agreement, and any amendments and supplements thereto, shall be interpreted pursuant to the Laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has an established and accredited health care educational program(s) for qualified students preparing for and/or engaged in health care careers; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified health care personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish a clinical experience program for students enrolled in the College/University.

NOW, THEREFORE, It Is Mutually Agreed By And Between The Parties:

I. COLLEGE RESPONSIBILITIES

- A. The College/University will have current accreditation by any required accrediting body.
- B. The College/University will supervise its students during the clinical experience program at the Facility. The College/University will provide its faculty to effectively implement the clinical experience program at the Facility. The College/University faculty so assigned will hold current licensure as applicable, valid in the State of Minnesota. The College/University will provide on-site supervision of it's nursing students. The College/University will provide off-site supervision of it's allied health professional students and other non-nursing students during the clinical experience program at the Facility. In such circumstances, on-site supervision will be provided by an appropriately credentialed individual by the Facility. Such on-site supervision by the Facility will be provided upon mutual agreement between the College/University and the Facility.
- C. The College/University faculty will be responsible for planning, directing and evaluating the students learning experience. The College/University faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the College/University and the Facility.
- D. The College/University will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the College/University in cooperation with the Facility's designated representative.
- E. The College/University will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- F. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the clinical experience program at the Facility.
- G. The College/University is currently insured for professional liability which covers students and faculty. Liability limits are a minimum of \$1,000,000/\$3,000,000 with no deductible. The College/University will provide the facility with a certificate of insurance evidencing said coverage or a letter describing it's professional liability protection if self-insured.

- H. The College/University will maintain a record of students' health examinations and current immunizations and shall obtain student permission to submit data regarding their health status to the Facility.

II. FACILITY RESPONSIBILITIES

- A. The Facility will have current accreditation by the Joint Commission on Accreditation of Health Care Organizations or any other appropriate and required accrediting body.
- B. The Facility is responsible for the safety and quality of care provided to its patients by its employees.
- C. The Facility will provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.
- D. The Facility will permit the College/University faculty and students to use its patient care and patient service facilities for clinical instruction according to a mutually-approved plan.
- E. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with College/University faculty, for planning with College/University faculty, and for such other assistance as shall be mutually agreeable.
- F. When available, physical space such as offices, conference rooms and classrooms of the Facility may be used by the College/University faculty and students who are participating in the clinical experience program.
- G. The College/University faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.
- H. The Facility will make locker or cloak room facilities available for the College/University faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- I. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of College/University faculty and students who are participating in the clinical experience program. The Facility will permit College/University faculty and students who are participating in the clinical experience program to use any cafeteria on the same basis as employees of the Facility. The Facility will permit College/University faculty to use Facility parking spaces under the same policies governing Facility personnel.

- J. The Facility recognizes that it is the policy of the College University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

III. MUTUAL RESPONSIBILITIES

- A. The College/University and the Facility assume joint responsibility for the orientation of the College/University faculty to Facility policies and regulations before the College/University assigns its faculty to the Facility.
- B. Personnel of the College/University and the Facility will communicate regarding planning, development, implementation and evaluation of the clinical experience program. The communication may include but not be limited to:
1. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
 2. Communication to familiarize the College/University faculty with the Facility's philosophy, policy and program expectations;
 3. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;
 4. Communication about jointly planning and sponsoring inservice or continuing education programs (if appropriate);
 5. Communication to identify areas of mutual need or concern;
 6. Communication to seek solutions to any problems which may arise in the clinical experience program; and
 7. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care of the College/University's curriculum.

IV. REQUIREMENTS OF STUDENTS

- A. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the College/University and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. The health examination shall include a mantoux test or chest x-ray and verification of immunity for rubeola and rubella.

A list of those students with positive mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.

- B. Students participating in the clinical experience program are encouraged to carry their own health insurance.
- C. Students participating in the clinical experience program are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.
- D. The College/University agrees that the students and instructors who are not otherwise employees of the Hospital do not become employees of the Hospital by reason of this agreement. Students and instructors who are not otherwise employees of the Hospital are not entitled to any benefits or compensation from the Hospital which may be due the employees of the Hospital.

Students who are not otherwise employees of the College/University do not become employees of the College/University by reason of this agreement. Students who are not otherwise employees of the College/University are not entitled to any benefits or compensation from the College/University which may be due the employees of the College/University.

V. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE

- A. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.
- B. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose.

Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility.

- C. The Facility shall follow, for College/University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees. Any hospital or medical costs arising from the exposure shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility.
- D. College/University faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their College/University and to the Facility. Before returning to the Facility, such a College/University faculty member or student must submit proof of recovery to the College/University or Facility, if requested.

VI. INDEMNIFICATION

The College/University agrees to indemnify and hold harmless the Facility and its employees from any and all claims, losses, or expenses, including attorneys fees, arising out of injury to any student or instructor while participating in the clinical program, except to the extent such injury is due to the fault of the facility, its agents or employees.

Further, the College/University agrees to indemnify and hold harmless the Facility and its employees from any and all claims, losses, or expenses, including attorneys fees, arising out of injury to any third party including claims for professional negligence or claims for injury to Facility employees, or any other claims by third parties to the extent such injury is due to the fault of the College/University, it's agents, employees or students.

The Facility agrees to indemnify and hold harmless the College/University from any and all claims, losses or expenses, including attorneys fees arising out of injury to any person, including claims for professional negligence, but only to the extent that such injury is due to the fault of the Facility, its agents or employees.

VII. TERM OF AGREEMENT

This agreement is effective on the later of September 1, 2001, or when fully executed, and shall remain in effect until June 30, 2002. This Agreement may be terminated by either party at any time upon one year written notice to the other

party. Termination by the facility shall not become effective with respect to students then participating in the clinical experience program.

VIII. FINANCIAL CONSIDERATION

A. The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.

B. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

IX. AMENDMENTS

Any amendment to the Agreement shall be in writing and signed by authorized officers of each party.

X. ASSIGNMENT

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

XI. STATE AUDIT

The books, records, documents, and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

XII. VOTER REGISTRATION (MN Schools Only)

The Facility shall provide nonpartisan voter registration services and assistance, using forms provided by the College/University, to employees of facility and the public as required by Minnesota Statutes 201.162.

XIII. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of the Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 12101, et seq., and any regulations promulgated pursuant to the Act. The College/University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

XIV. MINNESOTA DATA PRACTICES ACT (MN Schools Only)

The College/University and the Facility agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, in handling all data related to this Agreement.

V. OTHER PROVISIONS (attach additional page(s) if necessary)

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:
FACILITY

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

APPROVED:
COLLEGE/UNIVERSITY

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____