

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**[INSERT NAME OF SCHOOL]**

**AND**

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

This Agreement is entered into between

[Insert Name of School], [City], [State] (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; and

WHEREAS, the Facility is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is subject to the requirements of 45 CFR parts 160 and 164;

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 have overall responsibility to supervise its students during the clinical rotation experience at the Facility, including evaluating the student. Supervision may include having Faculty onsite depending upon the experience level of the student and upon agreement with the Facility. The different types of supervision are described below.
- (1) If the student is an undergraduate nursing student, supervision will be provided as below:
    - (a) The College/University will provide its Faculty onsite to effectively implement and supervise the clinical rotation. The College/University Faculty so assigned will hold current licensure as applicable, valid in the State of Minnesota. Faculty will be onsite whenever a student is at the Facility. Faculty is responsible for the student's evaluation.
    - Or
    - (b) The College/University will provide its Faculty offsite for the overall supervision of the student, however, the direct clinical supervision of its undergraduate nursing students will be performed by a Facility preceptor. This type of supervision is only available by mutual agreement when the Facility agrees to provide on-site clinical supervision. In such circumstances, an appropriately credentialed individual by the Facility will provide on-site supervision. The student's Faculty member will be responsible to complete the student's evaluation.
  - (2) The Student Nurse Intern Program will be clinically supervised by Facility preceptors. The preceptor may or may not participate in the evaluation of the student.
  - (3) If the student is in a graduate nursing program, Facility preceptors will clinically supervise advanced nursing clinical rotations.
  - (4) The College/University will provide off-site supervision of its allied health professional students and other non-nursing students during the clinical experience program at the Facility. In such circumstances, an appropriately credentialed individual by the Facility will provide on-site supervision. Such on-site supervision by the Facility will be provided upon mutual agreement between the College/University and the Facility. The College/University will complete the student's evaluation.
- 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. The College/University in cooperation will accomplish implementation of those objectives 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' locations 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. This includes notifying faculty and students that they will be required to sign a patient confidentiality statement.
- 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 its 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 procedures, 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 cloakroom facilities available for the College/University faculty and students during assigned clinical experience program hours. Other faculty and students may share these facilities.
- 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 in-service 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 the College/University's curriculum.
- C. HIPAA. Solely for the purpose of defining the student's roles in relation to the use and disclosure of the Facility's protected health information, College/ University and Facility agree that student interns under this Agreement are in attendance at Facility for educational purposes and are not employees of the Facility. The College/University shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, making the students and faculty available for Facility's training on its policies and procedures under the HIPAA Privacy Regulations. Prior to placement at the Facility, College/University shall instruct its students and faculty to comply with the Facility's policies and procedures governing the use and disclosure of individually identifiable health information

#### 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 faculty who are not otherwise employees of the Facility do not become employees of the Facility by reason of this Agreement. Students and faculty who are not otherwise employees of the Facility are not entitled to any benefits or compensation from the Facility, which may be due the employees of the Facility.

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 defend, hold harmless, and indemnify the Facility, its officers, agents, employees and representatives against all claims for the loss or damage to property or injury or death to persons, including reasonable attorney's fees arising from the negligent or wrongful acts or omissions of College/University, its employees, agents, or representatives (including students) during the performance of its obligations under this Agreement.

The Facility agrees to defend, hold harmless, and indemnify the College/University, its officers, agents, employees and representatives (including students) against all claims for loss or damage to property or injury or death to persons, including reasonable attorney's fees arising from the negligent or wrongful acts or omissions of the Facility, its employees, agents, or representatives, during the performance of its obligations under this Agreement.

VII. TERM OF AGREEMENT

This Agreement is effective on January 1, 2015, and shall remain in effect for one year and shall thereafter automatically renew for successive one year periods until terminated in accordance with this section VII. Either party may terminate this Agreement at any time upon sixty (60) days 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. 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.

XII. 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: \_\_\_\_\_