

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
MEMORANDUM OF AGREEMENT

BETWEEN

WINONA STATE UNIVERSITY
COLLEGE OF NURSING & HEALTH SCIENCES
DEPARTMENT OF NURSING

AND

ROCHESTER COMMUNITY AND TECHNICAL COLLEGE

This Agreement is entered into between the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Winona State University, Winona, Minnesota (hereinafter "the University") and, Rochester Community and Technical College, Rochester, 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 University has established a Baccalaureate Program in Nursing (Generic Option), Baccalaureate Program in Nursing for Registered Nurses (RN Option), and/or Master's Degree Program in Nursing for qualified students preparing for and/or engaged in nursing careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable clinical facilities in general nursing for the educational needs of the nursing program(s) of the University; and

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

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

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

I. COLLEGE RESPONSIBILITIES

- A. The University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering one or more of the following programs: a Baccalaureate Program in Nursing, a Baccalaureate Program for Registered Nurses and/or Master's Degree Program in Nursing. Each program is approved by the Minnesota Board of Nursing located in Minneapolis, MN and the Commission on Collegiate Nursing Education in Washington, DC.
- B. The University will supervise its students during the clinical experience program at the Facility. The University will provide its nursing faculty to effectively implement the clinical experience program at the Facility. The University faculty so assigned will hold current R.N. licensure valid in the State where the clinical experience occurs.

- C. The University faculty will be responsible for planning, directing and evaluating the students' learning experience. The University faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the University and the Facility.
- D. The University will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the University in cooperation with the Facility's designated representative.
- E. The 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 University will inform its faculty and students of the Facility's policies and regulations that relate to the clinical experience program at the Facility.
- G. The University will inform its faculty and the students who are participating in the clinical experience program that they are required to carry their own health insurance and their own professional liability insurance if professional liability insurance is not provided by the University. The University will ensure that no students shall begin learning experiences at the Facility unless covered by professional liability insurance with limits of \$1 million/\$3 million per occurrence/aggregate respectively.
- H. The 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. The student handbook describes the student health requirements and is available upon request by the Facility or accessible via the University Web site at <http://www.winona.edu/nursing>
- I. The University shall perform annual background studies on University faculty and students at the Facility and ensure that all such faculty and students are eligible to have direct contact with patients and/or residents of the Facility under the applicable state law where the Facility is located (e.g. Minnesota Statutes § 144.057 and § 245A.04). A Facility outside of the State of Minnesota will provide the necessary background study forms and assist with the meeting of background study requirements under the applicable state law.

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 the students who are participating in the clinical experience program at the Facility.
- C. The Facility will provide the University with a copy of its policies and regulations that relate to the clinical experience program.
- D. The Facility will permit the 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 University faculty, for planning with 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 University faculty and students who are participating in the clinical experience program.

- G. The 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 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 University faculty and students who are participating in the clinical experience program. The Facility will permit 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 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 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 University and the Facility assume joint responsibility for the orientation of the University faculty to Facility policies and regulations before the University assigns its faculty to the Facility.
- B. Personnel of the 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 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 that 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 patient care or the University's nursing 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 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 ruheola 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. All health requirements are noted in the respective Student Handbook (Undergraduate or Graduate) located on the University Web site at <http://www.winona.edu/nursing>.

- B. Students participating in the clinical experience program are required 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 University (RN Option and Master's Program students). Basic baccalaureate students are required to participate in the Minnesota State Colleges and Universities professional liability insurance program.

V. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE

- A. Any emergency medical care available at the Facility will be available to University faculty and students. University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the University.
- B. Any 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 University faculty member or student who receives the treatment and not the responsibility of the Facility or the University.
- C. The Facility shall follow, for University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures that the Facility follows for its employees.
- D. 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 University and to the Facility. Before returning to the Facility, such a University faculty member or student must submit proof of recovery to the University or Facility, if requested.

VI. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.732 and § 3.736, et seq., and other applicable law.

VII. TERM OF AGREEMENT

This Agreement is effective on the later of August 16, 2004, or when fully executed, and shall remain in effect until August 15, 2005. 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 University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the 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 University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

IX. AMENDMENTS

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

X. ASSIGNMENT

Neither the 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 University and the Legislative Auditor.

XII. VOTER REGISTRATION (When Applicable)

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

XIII. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The 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. GOVERNMENT DATA PRACTICES ACT

The Facility must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the University in accordance with this agreement, and as it applies to all data, created collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this agreement. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either Facility or the University.

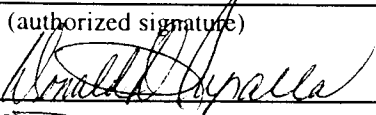
In the event the Facility receives a request to release the data referred to in this Article, the Facility must immediately notify the University. The University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

XV. 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.

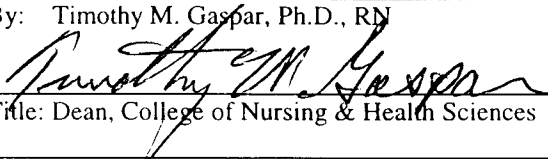
APPROVED:

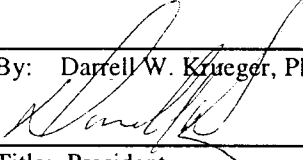
1. FACILITY

By: (authorized signature) 
Title: <u>PRESIDENT</u>
Date: <u>8/5/04</u>

By: (authorized signature)
Title:
Date:

2. WINONA STATE UNIVERSITY

By: Timothy M. Gaspar, Ph.D., RN 
Title: Dean, College of Nursing & Health Sciences
Date: <u>7/20/04</u>

By: Darrell W. Krueger, Ph.D. 
Title: President
Date: <u>7/23/04</u>