



Minnesota
STATE COLLEGES
& UNIVERSITIES

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

MEMORANDUM OF AGREEMENT

BETWEEN

MINNESOTA STATE UNIVERSITY, MANKATO

AND

ISD #271

This Agreement is entered into between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001 (hereinafter “University”), and ISD #271, Bloomington Public Schools, 1350 West 106th Street, Bloomington, MN 55431 (hereinafter “District”).

This 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, with access points for entering freshmen, transfer students, associate degree RNs, diploma RNs; Master of Science in Nursing and Doctorate in Nursing Practice 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 University; and

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

WHEREAS, University will provide one (1) nursing student supervised by an advanced practice registered nurse or nurse educator with experience in treating children and families to provide pediatric and family primary care services within the District. Master of Science and Doctor of Nursing practice students who have registered nurse license and their supervising advanced practice registered nurse faculty member will perform services, including, but not limited to urgent/acute care services, well child visits, immunizations and sports physicals and health promotion services with families of school-aged children. Graduate advanced practice registered nurse students will provide nursing practice focused on the child and family that is supervised by advanced practice faculty member.

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

WHEREAS, the University and the District are desirous of cooperating to furnish a clinical experience program for students of nursing enrolled at the University;

NOW, THEREFORE, it is mutually agreed by and between the University and the District:

DEFINITIONS:

1. Clinical experience is on-site training at the District. The University offers several different types of clinical experiences depending on the program level of the student and the specific educational needs of the student. Such experiences may include, but are not limited to observation, training supervised by a University faculty member or preceptor experience.
2. Observation experience is defined as an experience where direct patient or family care will not be provided by the student.
3. A University academically and professionally prepared faculty member will be present with the student on site. When direct care is provided a licensed Advanced Practice Registered Nurse (APRN) will be present. .

3. Preceptor experience is defined as follows:

A clinical preceptor (hereinafter Preceptor) is defined as “an expert nursing or medical clinician who engages in one-to-one teaching of the student within the context of the actual clinical setting; who teaches through demonstration of knowledge and skill and behaviors encompassed in the advanced practice roles; and who models collaborative practice behaviors.” (Edmunds, 1983; Shamian & Inhaber, 1985; Shan & Polifroni, 1992)

I. UNIVERSITY 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 Master of Science in Nursing and Doctorate in Nursing Practice. Each program shall be either: 1) approved by the Minnesota Board of Nursing; and/or 2) approved by the Minnesota Department of Health.
- b. For undergraduate clinical experiences other than observations, the University will supervise its students during the clinical experience program at the District. The University will provide its nursing faculty to effectively implement the clinical experience program at the District. The University faculty so assigned will hold current RN licensure valid in the State of Minnesota.

For preceptor experiences, which are defined above, individual students may be assigned a licensed professional employed by the District or the University who will be responsible for supervising the students.

- c. The University faculty will be responsible for planning, directing and evaluating the students’ learning experiences. The University faculty will attend the District’s meetings for orientation, organization, and maintenance as deemed necessary by the University and the District.

- d. The University will collaborate with District in sharing objectives for the clinical experience program and services provided. Implementation of those objectives and services will be accomplished by the University in cooperation with the District's designated representative.

For preceptor experiences, the University faculty will interpret the education program to the Preceptor, shall consult with the Preceptor in planning student experiences, and shall review the kind and quality of work done by students. Prior to each block of preceptor experience, the University faculty will share with the Preceptor expectations and objectives of the clinical experience.

- e. The University will provide the District with a list of the students who are participating in the clinical experience program, the units within the District where they are assigned, and the dates of each student's participation in the program, and the focus of the clinical experiences. Each block of clinical experience will be planned in terms of the University academic calendar with efforts to accommodate District calendar.
- f. The University will inform its faculty and students of the District's policies and regulations which relate to the clinical experience program at the District.
- g. The University will inform its faculty and the students who are participating in the clinical experience program that they are mandated to carry their own health insurance and are responsible for carrying their own professional liability insurance.
- h. The University will maintain a record of students' and faculty health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status to the District.
- i. The University agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. University will not assign a student or faculty member to the District if his/her background study documents ineligibility to have direct contact with District's patients or residents under applicable law or regulations. If requested, University shall provide the District with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.
- j. Control Over the Services: University is solely responsible for the Services rendered by licensed Advanced Practice Registered Nurse Providers (APRN) and undergraduate, graduate, and Doctoral students. The District shall not exercise any control in the provision of the Services rendered by the APRN. The District and University will collaborate in setting direction for services.
- k. Health Professionals Services: University will provide licensed Advanced Practice Registered Nurses (APRNs) with experience in caring for children and families to provide pediatric and primary care services within the district. Services include, but are not limited to: urgent/acute care services, well-child visits, immunizations, sports physicals and health promotion services for families of school-aged children. These APRNs will also serve as preceptors for nursing

students, with Registered Nurse licensure, as they assist in providing services to children and families.

1. Consent: Advanced Practice Registered Nurses (APRN) will not perform any Services on a student that is a minor until such minor student presents the APRN with a consent form signed by the minor student's parent or guardian whereby the parent or guardian agrees to allow to provide Services to the minor student named on the consent form; provided, however, no such signed consent from a minor student's parent or guardian shall be necessary in the following situations only:
 - ii. Pursuant to Minnesota Statutes section 144.341, a minor student may give effective consent for him or herself for Services if such minor student is living separate and apart from his or her parents and/or guardians and managing his or her own financial affairs. The consent of no other person is required.
 - iii. Pursuant to Minnesota Statutes section 144.343 subdivision 1, a minor student may give effective consent for Services needed to determine the presence of or to treat pregnancy and conditions associated with it, venereal diseases, and alcohol or other drug abuse. The consent of no other person is required. Notwithstanding the foregoing, no abortion operation shall be performed upon a minor student until the notification provisions set forth in Minnesota Statutes section 144.343 subdivision 2 through subdivision 6 are satisfied.
 - iv. Pursuant to Minnesota Statutes section 144.342, a minor student who has been married or has borne a child may give effective consent to Services for him or herself or to Services for such minor student's child or children. The consent of no other person is required.
 - v. Pursuant to Minnesota Statutes section 144.344, no signed consent shall be necessary if, in the licensed Advanced Practice Registered Nurse, the risk to the minor student's life or health is of such a nature that Services should be given without delay and the obtainment of consent would only result in the delay or denial of Services; and
 - vi. Pursuant to Minnesota Statutes section 144.3441, a minor student may give effective consent for a Hepatitis B vaccination. The consent of no other person is required.
- m. University shall keep each signed consent form in the applicable minor student's medical records. Such signed consent form shall remain valid for one (1) year from the date on the consent form.
- n. University shall provide blank consent forms to the District. Thereafter, the District shall make the consent forms available to the students.

II. DISTRICT RESPONSIBILITIES

- a. The District will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations (d/b/a “The Joint Commission”) or any other appropriate and required accrediting body.
- b. The District 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 District. In order to effectively fulfill that duty, it is agreed that District has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, District shall consult with the University before taking any action to terminate the participation of a student.
- c. The District will provide the University with a copy of its policies and regulations which relate to the clinical experience program upon request or provide access to these documents in the clinical area.
- d. The District 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 District will allow a reasonable amount of District 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. The District will provide space for services and tools necessary means of communication and administration and management of services, such as appropriate number of telephones, fax, phone message recorders, printers, record keeping systems as mutually agreed.
- g. Physical space such as examination and treatment areas, family meeting rooms, offices, conference rooms, and classrooms of the District may be used by the University faculty and students who are participating in the clinical experience program.
- h. The University faculty and students participating in the clinical experience program will be permitted to use the District’s library in accordance with the District’s policies.
- i. The District 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.
- j. The District 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 District 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 District. The District will permit University faculty to use District parking spaces under the same policies governing District personnel.
- k. The District 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 District agrees to adhere to this policy in implementing this Agreement.

1. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The District agrees that in fulfilling the duties of this Agreement, the District is responsible for complying with the American 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 and other areas covered by the ADA.

III. HEALTH PROFESSIONAL STANDARDS:

- a. During the term of this Agreement, the Advanced Practice Registered Nurse will be licensed to practice nursing in Minnesota, board certified or board eligible in his or her specialty area, and in possession of a valid Drug Enforcement Agency registration number, allowing legal prescription of controlled substances. APRN will remain eligible to participate without restriction in all federal and state health care programs, including, without limitation, the Medicaid program.
- b. Advanced Practice Registered Nurse will perform Services under this Agreement in compliance with all applicable standards, including the laws of the United States and the state of Minnesota and applicable standards of professional ethics, medical practice and conduct.

IV. SCHEDULE: Advanced Practice Registered Nurse and graduate nursing students will devote a minimum of two and up to three half-days a week to the performance of Services under this Agreement. University will let the District know, in advance, at what time and on which days services will be available in the District.

V. EQUIPMENT, SUPPLIES AND SPACE:

- a. Equipment & Supplies: University will supply the medical supplies and equipment that University customarily needs in providing the Services or otherwise provides to its patients, including, but not limited to, a refrigerator that shall house medical supplies.
- b. Space: The District will supply the space necessary Advanced Practice Registered Nurse and students to perform Services under this Agreement. Initially, the District will supply three (3) rooms. Pursuant to terms set forth in Section 1 of the License Agreement, University, Advanced Practice Registered Nurse and students shall perform services under this Agreement and shall have exclusive use of and access to one (1) of the three (3) rooms. The District has agreed to grant to University the use of certain space located in the District's Pond Educational Center, 9600 Pond Avenue South, Bloomington, MN
- c. Medical Waste: University shall dispose of any and all medical waste generated as a result of the Services performed under this Agreement.

VI. MEDICAL RECORDS: All student medical records shall remain under the ownership and control of the University and shall be held in the strictest confidence in accordance with applicable law. Access to such records shall be limited to Advanced Practice Registered Nurse and the nursing student (upon a request properly made) and University.

VII. PAYMENT FOR SERVICES:

- a. Services provided under this Agreement will be free of charge as needed. The District and the University will mutually determine if any services are to be provided for payment to the student and family.

VIII. MUTUAL RESPONSIBILITIES

- a. The University and the District assume joint responsibility for the orientation of the University faculty to District policies and regulations before the University assigns its faculty to the District.

b. **HIPAA**

Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the District's protected health information, the University and faculty engaged in activities pursuant to this Agreement are members of the District workforce, as that term is defined in 45 CFR 160.103. The University students and faculty are not, and shall not be construed to be, employees of District.

The University shall cooperate with District in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at District, the University shall instruct its students and faculty to comply with District's policies and procedures governing the use and disclosure of individually identifiable health information.

- c. Personnel of the University and the District 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 District personnel with the clinical experience program's philosophy, goals and curriculum;
 - 2) Communication to familiarize the University faculty with the District'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 programs; 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.
- d. **INSURANCE.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.
- i. **Commercial General Liability Insurance**
The University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.
- The District will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. Chapter 466, with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence for bodily injury and property damage.
- ii. **Professional Liability Insurance**
The University will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$1,500,000 each claim and \$3,000,000 aggregate.
- The District will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$500,000 per claimant and \$1,500,000 per occurrence.
- If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.
- iii. **Additional Conditions:**
Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.
- If District receives a cancellation notice from an insurance carrier affording coverage herein, District agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless District's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the University.
- Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the University, not to students.

IX. STUDENT REQUIREMENTS

- 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 District, 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 District, be provided to the District.
- b. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.
- c. Students participating in the clinical experience program shall be responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the University.

X. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- A. University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the District or the University or other health care system.
- B. Any University faculty member or student who is injured or becomes ill while at the District shall immediately report the injury or illness to the District and receive treatment (if available) at the District 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 District or the University.
- C. The District shall follow, for University faculty and students exposed to an infectious disease at the District during the clinical experience program, the same policies and procedures which the District 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 District. Before returning to the District, such a University faculty member or student must submit proof of recovery to the University or District, if requested.

XI. 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 Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws. The District's liability shall be governed by Minnesota Statutes § 466.01, § 466.15 and other applicable law.

XII. TERM OF AGREEMENT

This Agreement is effective from July 1, 2017, or when fully executed, and shall remain in effect until June 30, 2022. This Agreement may be terminated by either party at any time

upon one year written notice to the other party. Termination by the District shall not become effective with respect to students then participating in the clinical experience program.

XIII. FINANCIAL CONSIDERATION

- a. The University and the District shall each bear their own costs associated with this Agreement and no payment is required by either the University or the District to the other party, except that, where applicable, the District shall pay the tuition and other educational fees of students it places in the clinical experience program.
- b. The District is not required to reimburse the University faculty or students for any services rendered to the District or its patients pursuant to this Agreement.

XIV. AMENDMENTS

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

XV. ASSIGNMENT

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

XVI. STATE AUDIT

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

XVII. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this Agreement. The District and University 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 District in accordance with this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the District or the University.

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

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this Agreement.

XIII. OTHER PROVISIONS

None.

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

APPROVED:

1. DISTRICT: ISD #271

District certifies that the appropriate person(s) have executed the Agreement on behalf of District as required by applicable articles, by-laws, resolutions, or ordinances.

By: Les Fujitake
Title: Superintendent
Date:

**2. UNIVERSITY: MINNESOTA STATE COLLEGES & UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO**

Recommended:

By: Kristine Retherford
Title: Dean of the College of Allied Health & Nursing
Date:

Approved:

By: Richard J. Straka
Title: V.P. of Finance & Administration
Date:

3. AS TO FORM AND EXECUTION:

By: Vickie Hanson
Title: Office Administrator
Date: