MEMORANDUM OF AGREEMENT

BETWEEN

MINNESOTA STATE UNIVERSITY, MANKATO

AND

ST. MARY'S / DULUTH CLINIC

This Agreement is entered into between the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of MINNESOTA STATE UNIVERSITY, MANKATO, (hereinafter "University") and ST. MARY'S / DULUTH CLINIC, 530 East Second St., Duluth, MN 55805 (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 program in Therapeutic Recreation (hereinafter Program); 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 Facility has suitable clinical facilities for the educational needs of the Program 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 personnel; and

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

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

I. UNIVERSITY RESPONSIBILITIES

A. The University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering the Program.

B. The University will provide the Facility, at its request, with objectives for the clinical experience program.

C. 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.
D. The University will inform the students who are participating in the clinical experience program that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance.

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 which relate to the clinical experience program and will inform students of the Facility’s policies and regulations which relate to the clinical experience program.

D. 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.

E. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the University students who are participating in the clinical experience program.

F. The University students participating in the clinical experience program will be permitted to use the Facility’s library in accordance with the Facility’s policies.

G. The Facility will make locker or cloak room facilities available for the University students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.

H. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of University students who are participating in the clinical experience program. The Facility will permit University 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, if needed.

I. 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. 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 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 University's therapeutic recreation curriculum.

IV. REQUIREMENTS OF STUDENTS

A. If requested by the Facility, 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 to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare.

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.

V. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE

A. Any emergency medical care available at the Facility will be available to University students. University 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 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 student who receives the treatment and not the responsibility of the Facility or the University.

C. The Facility shall follow, for University 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.

D. University 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 student must submit proof of recovery to the University or Facility, if requested.

VI. LIABILITY

The parties agree that each will be liable for any loss or damage to property or for personal injury or death which may be attributed to each party's negligent acts by a court of law. The University's liability is limited by Minnesota Statute 3.736 and other applicable law.
VII. TERM OF AGREEMENT

This Agreement is effective on the later of 3/1/02, or when fully executed, and shall remain in effect until June 30, 2004. This Agreement may be terminated by either party at any time upon 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 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.

B. The Facility is not required to reimburse the University 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. 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.

XIII. MINNESOTA DATA PRACTICES ACT

The 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.

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

A. The Facility and the University agree that clinical education experiences are secondary to patient care.

B. The Facility and the University agree that either party may withdraw a student from assignment in cases of blatant misconduct or disregard for the Facility’s policies. Consultation between the parties will occur and appropriate action will be taken.

C. Both parties will be familiar with appropriate fieldwork evaluations completed on the students.

D. The University agrees to name a contact individual to act as liaison among the University, student, and Facility.
E. The University agrees to notify the Facility of changes in the University’s curriculum or supervisory staff.

F. The University agrees to provide guidelines and necessary forms for student evaluations.

G. The University agrees to provide verification of criminal background check pursuant to MN Statute 626.557 (Vulnerable Adults Act). (All students with direct patient care must have a criminal background check.)

H. The University agrees to require any student born on or after January 1, 1957, to provide verification of immunizations/tests per CDC requirements, including a Tuberculosis Test; Measles, Mumps, and Rubella vaccination, and Chickenpox vaccination.

I. The Facility agrees to appoint a Center Coordinator of Clinical Education (CCCE) who, with the College’s Coordinator, will be responsible for the coordination of student affiliations.

J. The Facility agrees to appoint a supervisor for the student to evaluate and maintain the students’ clinical performance records. This supervisor will have a minimum of one year professional experience and be willing to ensure the student an optimal learning experience.

K. The Facility agrees to notify the University in the event of problem situations, regarding unsafe/unethical behaviors, involving the student.

L. The Facility agrees to provide an environment conducive to safe and ethical practices.
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

MINNESOTA STATE UNIVERSITY, MANKATO

Recommended:

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<th>By (authorized signature)</th>
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<tr>
<td>Kaye Heath</td>
<td>Dean, College of Allied Health &amp; Nursing</td>
<td>2-12-02</td>
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Approved:

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<tr>
<td>H. Dean Trauger</td>
<td>Vice President for Finance &amp; Administration</td>
<td>3/11/02</td>
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2. ST. MARY’S / DULUTH CLINIC

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<tr>
<td>William Supporting</td>
<td>Director</td>
<td>3-7-02</td>
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3. AS TO FORM AND EXECUTION:

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<tr>
<td>Rosemary Kiss</td>
<td>Assistant Budget Director</td>
<td>3/11/02</td>
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