

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
MEMORANDUM OF AGREEMENT**

**BETWEEN  
Inver Hills Community  
AND  
Saint Paul Fire**

This Agreement is entered into between the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Inver Hills Community College, Inver Grove Heights, Minnesota (hereinafter "the College/ University") and the City of Saint Paul through its Saint Paul Fire Department, Minnesota (hereinafter "the Facility") pursuant to Minnesota Statutes 471.59. 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 established an AcuteCare Paramedic Program, Paramedicine Program and /or Emergency Medical Technician Program for qualified students preparing for and/ or engaging in emergency medical services 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 emergency medical services for the educational needs of the emergency medical services program(s) of the College/University; and

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

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

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

## **I. COLLEGE RESPONSIBILITIES**

- A. The College/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: an AcuteCare Paramedic Program, Paramedicine Program, and/ or an Emergency Medical Technician Program. Each program is approved by the Minnesota Department of Health and/ or accredited by the North Central Association of Colleges and Secondary Schools.
- B. The College/University will supervise its students during the clinical experience program at the Facility through preceptors assigned by the College/ University. The College/ University will provide its emergency medical services faculty to effectively implement the clinical experience program at the Facility. The College/ University faculty so assigned will hold current paramedic or emergency medical technician certification valid in the State of Minnesota.
- C. The College/University faculty will be responsible for scheduling student clinical experience program hours, reviewing student evaluations written by preceptors, and grading each student. 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 will inform its faculty and 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 if professional liability insurance is not provided by the College/University. Before enrollment, the College will provide proof of Health and Liability Insurance to the City of Saint Paul evidencing coverage for all faculty and students participating in the clinical experience program in the policy types and amounts required by the Facility.
- 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.
- I. The College/University is responsible for any violations of its faculty or students that participate in the clinical experience program who violate any state and federal laws or regulations, including but no limited to the Health Insurance Portability and Accountability Act (“HIPAA”).

## II. FACILITY RESPONSIBILITIES

- A. The Facility will have current licensure by the Minnesota EMS Regulatory Board.
- 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 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, upon request, 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 Facility's library in accordance with the Facility's policies.
- H. When available, the Facility will, upon request of the College/University, make lockers, cloak rooms, or similar spaces available for College/University faculty and students during assigned clinical experience program hours. The Facility may require College/University faculty and students to share such spaces.
- 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 patient care or the College/ 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 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. Students are responsible for any violations of state or federal laws or regulations, including but no limited to the Health Insurance Portability and Accountability Act (“HIPAA”).

**V. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE**

- A. Any emergency medical care available at the Facility will be available to College/ University students and faculty members. College/ University students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University. Any charges or expenses attributable to emergency medical care of a College/University faculty member at either the Facility or the College/University which are not paid by the College/University will be the responsibility of the College/University faculty member.
- B. Any College/University student or faculty member 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 he or she chooses. All hospital or other medical costs arising from such College/University student injury or illness shall be the sole responsibility of the student who received the treatment and not the responsibility of the Facility or the College/University. Any hospital or other medical costs arising from such College/University faculty member injury or illness shall, if not paid by the College/University, be the sole responsibility of the College/University faculty member who receives the treatment and not the responsibility of the Facility or the College/University. The College/University agrees to be responsible for its own acts and behavior and the results thereof. The College/University’s liability is governed by the Minnesota Tort Claims Act, Minn.Stat.Sec.3.736
- 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.
- 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. 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 College/ University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law. Facility's liability shall be governed by provision of the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, et seq. and other applicable law. Before a student enrolls in the clinical experience program, the College/University will provide proof of Health and Liability Insurance to the City of Saint Paul evidencing coverage for all faculty and students participating in the clinical experience program in the policy types and amounts required by the City.

## **VII. TERM OF AGREEMENT**

This Agreement is effective on the later of January 1, 2013, or when fully executed, and shall remain in effect until December 31, 2015. 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 become effective with respect to students then participating in the clinical experience program, at any time whenever the student or the College/University violates any terms, conditions or requirements of this Agreement or any terms, conditions or requirements that the Facility has for the student's participation in the clinical experience program. Additionally, if at any time any individual student participating in the clinical experience program violates, in the sole determination and discretion of the Facility, any terms, conditions or requirements of the Facility, the Facility may remove that student from the program.

## **VIII. PUBLIC PURPOSE AND FINANCIAL CONSIDERATION**

- A. The public purpose for this Agreement shall be that by allowing paramedic students from Inver Hills Community College to participate in clinical ride alongs with the City of Saint Paul Fire Department, the City shall benefit from the students real life field experience and hands on practical skill application. This practice also delivers an increased diversity pool within future candidates that would like to pursue the fire service as a career, and allows current paramedics working for the City of Saint Paul Fire Department—who act as mentors for students—the opportunity to take advantage of learning the latest up to date skills and treatments for patients.
- B. The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by the College/University to the Facility.
- C. Each clinical experience program semester shall consist of six (6) students, requiring 400 hours of participation per academic year.

## **IX. AMENDMENTS**

Any amendment to this 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 (When Applicable)**

The Facility shall provide nonpartisan voter registration services and assistance, using forms provided by the College/ 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 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. GOVERNMENT DATA PRACTICES ACT AND HIPAA**

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

In the event the Facility receives a request to release the data referred to in this Article, the Facility must immediately notify the College/University.

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
Date

By (authorized signature)
Title
Date

By (authorized signature)
Title
Date

**2. Inver Hills Community College**

By (authorized signature)
Title
Date

By (College/University President or Other Authorized Designee)
Title
Date

**3. AS TO FORM AND EXECUTION:**

By (authorized signature)
Title
Date