

LOCATION: BARRETT FORUM 1990 Heath Street Waterloo, Iowa

GERARD HALL & WINTER HALL 1950 Heath Street Waterloo, Iowa

> MAILING ADDRESS: 1825 Logan Ave. Waterloo, Iowa 50703 (319) 226-2017 Fax (319) 226-2051

March 30, 2023

Jay Jurrens New Hampton Community Schools 710 W Main New Hampton, IA 50659

Dear Mr. Jurrens:

Enclosed please find the Memorandum of Agreement for the clinical experience of our students at your agency. We have also enclosed proof of insurance.

Please review the Memorandum of Agreement. If it meets with your approval, sign and return a copy of the MOA to Amanda Schueler, Sr Administrative Assistant, at Amanda.Schueler@allencollege.edu or by fax at (319) 226-2070 and keep a copy for your records.

Students and/or program administrators will be in contact with appropriate persons in your organization regarding days, hours and objectives of student clinical experiences planned for fall, spring or summer terms.

Your facility will play a significant role in providing excellent clinical experience for our students. We look forward to working with you and thank you for your valued participation.

We appreciate your prompt attention in this matter as students may not begin their preceptorship until all signed documents are received. If you have any questions or concerns, please contact our office at (319) 226-2517.

Sincerely,

Jared D. Seliger, PhD, CNMT

President

JDS/dd

Enclosures

MEMORANDUM OF AGREEMENT: Nursing

BETWEEN

Allen College

and

New Hampton Community Schools

710 W Main, New Hampton, IA 50659

This is an Agreement made between **Allen College** (hereinafter called the **COLLEGE**) and **New Hampton Community Schools** (hereinafter called the **COOPERATING AGENCY**).

I. PURPOSE OF AGREEMENT

This is a mutual Agreement between the **COLLEGE** offering nursing and health sciences programs and the **COOPERATING AGENCY** providing clinical areas for selected student learning. The basic purpose of this Agreement is to establish cooperative relationships and to outline the responsibilities of the two cooperating parties as they contribute to the learning of students.

II. AGREEMENT

A. The **COLLEGE** agrees:

- 1. To provide classroom instruction and to assume responsibility for the clinical instruction throughout the entire program.
- 2. To arrange clinical instruction schedules after consultation with the **COOPERATING AGENCY**.
- 3. To submit the clinical instruction schedule to the **COOPERATING AGENCY** prior to its effective date with the following information included:
 - a. The clinical areas desired for use in the clinical instruction of students.
 - b. The hours when students will be in the areas.
 - c. The numbers of students to be in each area.
 - d. The identity of the faculty member responsible for the clinical instruction for students in each area.
 - e. Necessary changes to the submitted schedule shall be made by mutual agreement of the **COLLEGE** and the **COOPERATING AGENCY** as soon as possible prior to the time the altered schedule is to become effective.
- 4. To provide for continuous planning with the **COOPERATING AGENCY**, indicating the learning experiences desired for students.
- 5. That the **COOPERATING AGENCY** may request the **COLLEGE** withdraw from the clinical area any student whose clinical practice, conduct, or health may have a detrimental effect on its patients or personnel; and/or reserve the right to not accept any student who has previously been discharged by said **COOPERATING AGENCY** for reasons which would make acceptance as a clinical practice student inexpedient.
- 6. The clinical instructor is selected by the **COLLEGE** and shall orient the students appropriately to provide safety and welfare of both patients and students.
- 7. All students have signed a confidentiality statement regarding patient information. Faculty and students have received the educational component related to Health Information Portability and Accountability Act (HIPAA) required of health care providers and are held accountable by the college. The Protected Health Information (PHI) about a patient or client is the property of the **COOPERATING AGENCY**.

- 8. The **COLLEGE** conducts criminal background checks on all students at the time of admission and complies with Allen College Standard Operation Procedure 2-C-800-02.
- 9. Students shall be covered by the "Student Liability Insurance Plan". Limit of liability is \$1,000,000 for each claim and \$3,000,000 annual aggregate.
- 10. Each faculty member shall meet licensure, registry and/or certification requirements.
- 11. Faculty and students shall receive orientation to the agency and unit. Faculty and students will uphold institutional and regulatory requirements of the **COOPERATING AGENCY** and the **COLLEGE** including observing the dress code.
- 12. Upon admission all students complete a physical examination, 10-panel drug screen and a criminal background and abuse check. Each student shall have had a tuberculin test and CPR verification. Each student shall have documentation of current immunizations as recommended by the Center for Disease Control including: influenza, MMR, varicella and Tdap. Hepatitis B is offered to students but may be declined.
- 13. Faculty and students shall follow the **COOPERATING AGENCY'S** policies regarding OSHA's Bloodborne pathogen and other infection control/isolation policies.

Exposures will be reported through the **COOPERATING AGENCY'S** expose report program, evaluation of the source's infection status will be the responsibility of the **COOPERATING AGENCY**. After the initial exposure evaluation, the student will be responsible for follow-up examinations and/or treatments. A copy of the exposure report form shall be sent to the **COLLEGE**.

The student shall be responsible for evaluation and follow-up examination/treatment for other injuries incurred while having the clinical experience as outlined in the student handbook under clinical policies and procedures.

Incidents shall be reported through the **COOPERATING AGENCY'S** risk management program. When an incident results in serious outcome to the patient, the **COOPERATING AGENCY'S** Risk Manager shall be notified by the faculty member. Allen's Health System (the **COLLEGE**) Risk Manager shall be advised of any legal activity related to the incident by the **COOPERATING AGENCY'S** risk manager.

- 14. Both faculty and students have received the educational component related to OSHA'S STANDARD 29 CFR Part 1919.1030, "Occupational Exposure to Bloodborne Pathogens", and are certified in Basic Life Support for Health Care Providers.
- 15. Students shall be allowed to perform only those tasks commensurate with their level of education (as identified in the clinical objectives and course outlines)
- 16. That the **COLLEGE** shall hold harmless and indemnify the **COOPERATING AGENCY** from any and all claims, judgments or expenses arising from acts or omissions of their students. Said expenses shall include but not be limited to attorney fees, court costs and investigation expenses.

B. The **COOPERATING AGENCY** agrees:

- 1. That the facility is in good standing with its regulatory agency.
- 2. To make clinical areas available for student learning.
- 3. That the schedule for students assigned in the clinical areas shall be determined by the **COLLEGE'S** faculty in consultation with the supervisor and/or administrator of the **COOPERATING AGENCY**.

- 4. That the faculty member(s) of the **COLLEGE** program shall be responsible for determining desired learning experiences and for evaluation of students.
- 5. To accept the enrolled students without discrimination as to race, color, creed, sex, marital status, age, national origin or qualified handicap.
- 6. To contribute toward promoting a positive atmosphere and one that is conducive to learning.
- 7. To observe the following student personnel policies:
 - a. Students shall be required to wear the adopted **COLLEGE** student uniform or dress appropriate to the assigned agency as determined by faculty and **COOPERATING AGENCY** personnel.
 - b. Students shall be responsible for providing and maintaining their own uniforms, including laundering.
 - c. Men and women students shall be permitted to use the rest rooms and dressing rooms.
 - d. Students may be permitted to eat in the dining facilities (if available) and purchase food at the regular rates. The **COOPERATING AGENCY** is not expected to provide meals for students.
 - e. The **COLLEGE** policy requires that the department or service of the **COOPERATING AGENCY** will be notified of student absences as early as possible prior to the scheduled clinical experience period.
 - f. Absences other than for illness shall be granted only by the supervising faculty member(s) of the **COLLEGE'S** program.
 - g. The student shall be responsible for providing his/her own transportation.
- 8. **COOPERATING AGENCY** shall be responsible for any and all claims, judgements or expenses arising directly from the negligent acts or omissions of **COOPERATING AGENCY**, its employees or agents to the extent permitted by Chapter 669, lowa Code.
- 9. **COOPERATING AGENCY** shall maintain adequate insurance necessary to cover its indemnification obligations under this Agreement.
- 10. COOPERATING AGENCY will make available emergency care for students in the event of illness or accident, while at COOPERATING AGENCY, in accordance with COOPERATING AGENCY'S policies. In the event COOPERATING AGENCY has no facilities or staff available for, or capable of, the provision of emergency medical treatment, should a student require emergency medical treatment, the student shall be responsible for obtaining their own care, however, COOPERATING AGENCY shall assist the student in their attempts to obtain care. Any cost for emergency care shall be the responsibility of the student.
- C. The **COLLEGE** and the **COOPERATING AGENCY** agree:
 - 1. That the COOPERATING AGENCY retains responsibility for all patient/client care and their PHI.
 - 2. To review this Agreement every four years or as needed.
 - 3. That if either party wishes to withdraw from this Agreement, the party shall give at least 60 days' notice prior to action. The students enrolled in several clinical services shall be given an opportunity to complete the full program in those services.
- D. This Agreement is for a term of one (1) year beginning on the effective date of this Agreement; provided, however, the Agreement shall automatically renew for successive periods of one (1) year each, unless either party gives the other party notice of termination.
 - 1. This Agreement may be terminated by either party for any reason upon thirty (30) days' written notice. Should notice of termination be given, students assigned to Hospital shall be permitted

to complete any previously scheduled clinical assignments then in progress at Hospital except to the extent such continuation would endanger patient care or be a violation of law.

- 1. This Agreement may be terminated immediately upon written notice if either party commits a material breach of the Agreement and failed to remedy the breach within fifteen (15) days after receiving written notice identifying the breach.
- 3. Notice of termination to Institution shall be directed to:

Allen College Attn: Amanda Schueler 1825 Logan Avenue Waterloo, IA 50703

This agreement replaces all other agreements already in place between the **COOPERATING AGENCY** and **COLLEGE**. **This** agreement becomes effective on April 1, 2023.

Director of Nursing Accreditation/approval Joint Commission Accreditation and Approval Date: IA Dept. of Inspection & Appeals (Date) Other (Accreditation or Approval Body and Date) (Example Department of Education, HLC, CCNE, ACEN, etc.) Approved for the COLLEGE Approved for the COOPERATING AGENCY Signature President New Hampton Community Schools March 30, 2023 Date Date

*Please provide the information requested below:

Amanda Schueler, Sr Administrative Assistant Email: Amanda.Schueler@allencollege.edu

Phone: (319) 226-2517 Fax: (319) 226-2070

New Hampton Community Schools

No other sites are covered under this Memorandum of Agreement.
Please list all sites that will be covered under this Memorandum of Agreement along with their address in the spaces provided below.
New Hampton Elementary Name, Address
New Hampton Middle School
Name, Address
New Hampton High School
Name, Address
Name Address