

Introduced by _____ Council Bill No. R 247-13

A RESOLUTION

authorizing a Memorandum of Understanding with Maryville University for a clinical preceptorship program for nursing students.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a Memorandum of Understanding with Maryville University for a clinical preceptorship program for nursing students. The form and content of the Memorandum of Understanding shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

**MEMORANDUM OF UNDERSTANDING
for
CLINICAL PRECEPTORSHIP**

THIS AGREEMENT, made and entered into on this 19th day of November , 2013, by and between **MARYVILLE UNIVERSITY**, a non-profit corporation, hereafter referred to as “Maryville,” and **Columbia / Boone County Department of Public Health and Human Services,** hereafter referred to as “Clinical Center,”

** City of Columbia, Missouri, on behalf of its*

WITNESSETH:

WHEREAS, Maryville has a Nursing Program on its campus and is desirous of obtaining education experiences for students (at Nursing clinics or hospitals) enrolled in the Nursing Graduate Program and is desirous of cooperating with the Clinical Preceptorship in establishing a Clinical Educational Program (“Educational Program”) for the benefit of Maryville students as well as for the benefit of the Clinical Center, and,

WHEREAS, the Clinical Center is desirous of establishing a Clinical Preceptorship Program and of obtaining the educational and practical benefits to be derived from the carrying out of such a program and desires to cooperate with Maryville in this respect,

NOW, THEREFORE, in consideration of the mutual benefits to be derived by Maryville and the Clinical Center, the parties do hereby agree as follows:

MARYVILLE UNIVERSITY OF ST. LOUIS NURSING GRADUATE PROGRAM agrees that it will:

1. Designate a fully qualified faculty member who will be charged with the responsibility of coordinating all activities between Maryville and the Clinical Center and shall render all necessary assistance to the Clinical Center with respect to any problems arising in the area of the Preceptorship Program.
2. Designate students to participate in the Preceptorship Program at the Clinical Center for the period of time agreed upon by the Clinical Center and Maryville.
3. Provide faculty oversight for the purposes of the Preceptorship Program who will be oriented to the health-related activities of the Clinical Center.
4. Provide the Clinical Center staff participating in the Preceptorship Program with an orientation regarding evaluation procedures and forms utilized in rating student performance.
5. Provide the Clinical Center staff, if determined by Maryville as having a legitimate educational interest in such information, with previous academic experiences of students for the purpose of planning and implementing the educational experiences for the students in the Preceptorship Program.
6. Be responsible, through its faculty, for:

- A. Selection of student nursing experiences in cooperation with designated agency personnel.
- B. Guidance, supervision, and evaluation of the learning experience.
- C. Ensuring that students in the Preceptorship Program adhere to the Clinical Center's specifications regarding attire.

7. Obtain and maintain the following categories of records on all students assigned to the Clinical Center:

- completed physical examinations
- immunity to Measles/Rubeola, Mumps, Rubella, and Tetanus/Diphtheria/Pertussis (Tdap), Polio, Varicella or Positive Varicella Titer and Hepatitis B (a Hepatitis B declination statement is acceptable in lieu of immunization)
- TB-Tuberculin PPD test (documented 2-step initially, then annual)
- annual flu vaccine
- CPR
- criminal background checks and urine drug screening records
- verification of health insurance to cover injuries that students may incur while engaged in the Preceptorship Program at the Clinical Center
- fitting for a respiratory isolation device (i.e. N95 mask), if required by Clinical Center
- nicotine screening, if required by Clinical Center
- Signed release of information forms to allow Criminal Record Background Check, Urine Drug Screen, health and other pertinent data to be provided to the Clinical Preceptorship Program and to the Clinical Center facilities where the student completes clinical experiences.

8. Assure that all students have liability insurance in the amount of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) annual aggregate. Said coverage is to remain in full force and effect at all times, both present and future, relevant to the Agreement. Maryville shall furnish the Clinical Center with a certification with respect to said insurance, which certificate shall contain a statement of the extent and nature of the liability coverage. Such insurance will not be cancelled or materially altered unless the Clinical Center is notified in writing thirty days prior to such action. A decrease in the limits outlined above, unless approved by the Clinical Center, will require termination of this Agreement.

9. In consultation with the appropriate Clinical Center staff, withdraw students from the Clinical Center when it is determined that the students' performance or health is detrimental to the Clinical Center's health care responsibilities.

CLINICAL CENTER agrees that it will:

1. Make facilities available for the Preceptorship Program that provide for the learning experiences of students, as determined by Maryville faculty in collaboration with the Clinical Center staff.
2. Appoint qualified Clinical Center staff to supervise assigned students for the Preceptorship Program. The Clinical Center shall designate a qualified staff member who will be available for meetings with the faculty concerning the planning, implementation and evaluation of the student Preceptorship Program as shall be necessary.

3. Ensure that the assigned students will participate in providing, under the direction of the participating Clinical Center staff, for, patient care and other services rendered at the Clinical Center as part of the students' experiences.
4. Conduct a complete orientation for students addressing the policies and procedures of the Clinical Center and the facilities of the Clinical Center, and will provide students with the necessary instructional material to be utilized during the Preceptorship Program.
5. Maintain the confidentiality of personally identifiable student information as required by the Family Educational Rights and Privacy Act ("FERPA"). As such, the Clinical Center agrees that it will not publicly disclose, other than to those individuals with a legitimate educational interest, personally identifiable student information. If the Clinical Center has a question as to whether disclosure is permissible in a particular instance under FERPA, the Clinical Center should contact Maryville for guidance
6. Provide access to emergency health services to students during the hours of their clinical assignment. The student assumes responsibility for any expenses incurred.
7. Notify Maryville's faculty immediately if a student's performance or health is unsatisfactory or detrimental to the Clinical Center's health care responsibilities.
8. Complete evaluations of students' performance at such times as called for by Maryville University.
9. Provide assigned students with the opportunity to discuss their evaluations with the Clinical Center staff or designee.

MARYVILLE UNIVERSITY OF ST. LOUIS NURSING PROGRAM with CLINICAL CENTER together agrees:

1. To mutually determine the number of students to be assigned to the Clinical Center as part of the Preceptorship Program.
2. Not to discriminate against any student in its assignments to the Preceptorship Program based on race, color, gender, age, marital status, sexual orientation, religion, national origin, disability, Vietnam or disabled veteran status or any other characteristics protected by law.
3. To evaluate the experience offered, formulate plans and suggest changes for the succeeding year.
4. That Maryville and the Clinical Center are independent entities, and neither shall have, nor exercise, any control over the means, manner or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship or joint venture between the parties. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations to one another, the students assigned to the Clinical Center or to any third party.
6. That the terms of this Agreement shall begin on the date first above specified and shall continue until such time as either party hereto terminates or modifies this Agreement by mutual written

consent. Termination of the Agreement by either party requires written notice of the intent to terminate at least ninety days prior to the desired termination date, or at any time by mutual consent.

7. That Maryville will be responsible for instruction and administration of the students' academic education program. Further, that Maryville will have the final responsibility for grading students.

IN WITNESS WHEREOF, the Parties hereto and the Director of the Nursing Program at Maryville and the authorized party at the Clinical Center have caused this Agreement to be executed on the day and year first above written.

MARYVILLE UNIVERSITY OF ST. LOUIS
650 Maryville University Drive
St. Louis, MO 63141

City of Columbia, Missouri, on behalf of its
**Columbia / Boone County Department
of Health and Human Services
1005 West Worley
Columbia, MO 65203
573-874-7356**

Charles J. Gulas, PT, PhD
Dean
School of Health Professions

Signature

Mike Mathes, City Manager
Print Name/Title

Elizabeth A. Buck, Ph.D., RN
Assistant Dean for Nursing
School of Health Professions

Date

Health@gocolumbiamo.com
Email

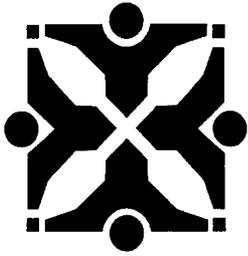
Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor



Source: Health

S. Brown
To: City Council

From: City Manager and Staff *MM*

Agenda Item No:

Council Meeting Date: Dec 2, 2013

Re: Maryville University of St. Louis
Nursing Graduate Program
Memorandum of Understanding for Clinical Preceptorship

EXECUTIVE SUMMARY:

A resolution authorizing the City Manager to sign the Memorandum of Understanding for Clinical Preceptorship between the City of Columbia and Maryville University of St. Louis.

DISCUSSION:

This agreement allows the Department of Public Health and Human Services advance practice nurses to act as clinical preceptors for graduate nursing students who are working toward their Master of Science in Nursing degrees. Provision of preceptor opportunities allows graduate nursing students to obtain their clinical certifications and enter the workforce.

FISCAL IMPACT:

There is no funding associated with this agreement.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

11.3 Goal: Columbia will be a healthy community. All residents will have timely access to appropriate health care. Effective prevention initiatives will contribute to a healthy community.

SUGGESTED COUNCIL ACTIONS:

Should the Council agree with staff recommendations, an affirmative vote is in order.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	11.3
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	