

MEMORANDUM OF AGREEMENT

On this 9th day of August, Arkansas Rural Nursing Education Consortium (ARNEC) and Southern Arkansas University Department of Nursing hereby mutually and informally agree with each other the following:

WITNESSETH THAT:

WHEREAS, the University is desirous of continuing preparation of students for a nursing career.

WHEREAS, the Health Care Provider recognizes the need for providing the community which it undertakes to serve, with an adequate registered nurse staff, and

WHEREAS, the contracting parties are desirous of cooperating to furnish clinical education to students of nursing enrolled in Southern Arkansas University.

INSTRUCTIONAL PLANNING

Students registered in the nursing program at Southern Arkansas University may utilize for clinical experiences the various programs of the Arkansas Rural Nursing Education Consortium. The days and areas of clinical experiences are to be planned by the nursing faculty of Southern Arkansas University in consultation with appropriate members of the staff.

SPECIFIC RESPONSIBILITIES OF Arkansas Rural Nursing Education Consortium

- 1. To provide practical experience and/or observational opportunities for the students of the program insofar as possible; however, it shall remain Arkansas Rural Nursing Education Consortium responsibility to retain full responsibility for proper patient care.**
- 2. To provide adequate supervision and direction in direct and/or indirect patient care and in observation areas.**
- 3. To provide time off for educational workshops that will benefit students.**
- 4. To provide adequate classroom and/or conference room space if available, and to permit the use of available instructional material owned by Arkansas Rural Nursing Education Consortium.**
- 5. To provide current copies of the Arkansas Rural Nursing Education Consortium rules, regulations, and policies insofar as the same may apply to the University's faculty or students and shall orient the faculty as to Arkansas Rural Nursing Education Consortium facilities.**
- 6. To notify its staff of this Agreement and the University's programs and to take such steps as may be necessary to coordinate these programs into the regular Arkansas Rural Nursing Education Consortium facilities and activities and shall use its best efforts in furtherance of the intent of this Agreement.**

7. To orient its instructors and students in the existing rules, regulations, and policies of Arkansas Rural Nursing Consortium.
8. If an injury or a Blood Borne pathogen exposure occurs to a student or faculty member while at Arkansas Rural Nursing Education Consortium, they will provide a screening evaluation, when possible. If treatment is determined to be necessary it will be at the student's or faculty member's expense – not Arkansas Rural Nursing Education Consortium expense.

SPECIFIC RESPONSIBILITIES OF THE SOUTHERN ARKANSAS UNIVERSITY DEPARTMENT OF NURSING

1. To abide by the existing rules and regulations of the Arkansas Rural Nursing Education Consortium.
2. To assume responsibility for instruction and supervision of students except in specific instances when other provisions are made with agency personnel.
3. To assume responsibility for personal illness/injury as provided by health services of the University. Necessary emergency care will be given until the personal physician arrives.
4. To make provisions for professional liability insurance to cover all students and faculty involved in the clinical experiences.
5. Provide authorization from the student for the release of any results from drug screening conducted by the Health Care Provider.

MUTUAL RESPONSIBILITIES

Each party hereto agrees to furnish educational experiences under this agreement without regard to race, religion, color, sex, national origin, age, handicapped status, or veteran's status of the person for whom such experiences are planned. The cooperating program of the Arkansas Rural Nursing Education Consortium and the faculty of the Department of Nursing of Southern Arkansas University are to cooperate in the concurrent and terminal evaluation of the program.

TERM OF AGREEMENT

This agreement will be for the period of August 9, 2018 through April 30, 2020 with an option to renew for an additional twelve month period. If the parties elect to renew this agreement for an additional period of twelve months, this agreement will be subject to such revisions (if any) as are mutually agreeable. Any revisions must be in writing and signed by both parties to be effective.

material breach of this Agreement by *Nursing Department/Southern Arkansas University* should fail to observe this requirement.

Specifically, but not by way of limitation, *Nursing Department/Southern Arkansas University*, warrants that the participants shall comply with all applicable rules, regulations and accreditation standards or requirements of the: Joint Commission on Accreditation of Healthcare Organizations; Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); National Committee for Quality Assurance; and updates to incorporate changes to such laws, rules, regulations, requirements and standards.

Insofar as *Nursing Department/Southern Arkansas University* has access to or has been provided with protected personal health information ("PHI" as defined by HIPAA) of Clinical Service's patients or employees, *Nursing Department/Southern Arkansas University* agrees that it shall:

- a) Only use or disclose PHI as permitted (i) under this Agreement or (ii) by Clinical Service under the HIPAA statute(s).
- b) Use appropriate safeguards to prevent misuse of PHI.
- c) Make PHI available to individuals as set forth under the HIPAA statute(s).
- d) Return or destroy all PHI upon termination of the Agreement; and
- e) Report any improper disclosure of PHI within ten (10) days of discovery to Clinical Service.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective authorized officers as of the day, month, and year stated in the first paragraph of this agreement.

APPROVED AND ACCEPTED FOR
SOUTHERN ARKANSAS UNIVERSITY

APPROVED AND ACCEPTED FOR
THE ARKANSAS RURAL NURSING
EDUCATION CONSORTIUM (ARNEC)

BY: Alice Fanning, DNP, APRN, FNP-C

TITLE: Program Director

DATE: 8-9-18

Alice Fanning DNP APRN FNP-C

Signature

BY: Laura Clark

TITLE: ARNEC Governing Board Chair

DATE: 8/17/18

Laura Clark

Signature

BY: Dr. Trey Berry

TITLE: President, SAU

DATE: 8/9/18

Trey Berry Dr

Signature