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**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is hereby made and entered into between **The Catholic University of America, Washington D.C., on behalf of its CONWAY SCHOOL OF NURSING** (hereinafter “the University”) and [insert name of site] **,** (hereinafter “The Site”).

**Whereas**, the University is an educational institution providing a degree program in Nursing; and

**Whereas**, clinical education in the nursing care of individuals, families, and groups is a required and integral part of that degree program; and

**Whereas**, the Site possesses the facilities and professional expertise to provide clinical education to the University’s students enrolled in its Nursing degree program,

**Now**, **Therefore**, the following are the complete terms and conditions that the parties intend to be legally bound:

I. **Duties and Responsibilities of the University**

A. Administration of Program: The University shall assume responsibility for the administration of the clinical program, including, but not limited to, curriculum development, grading, requirements for matriculation, credits, scheduling, and clinical hours.

B. Supervision of Students’ Clinical Practice: The University shall designate its own faculty qualified by training and experience to plan, oversee, and evaluate the students’ clinical practice activities.

C. Dissemination of Information: The University shall inform all students and faculty of their responsibilities under this agreement including their obligation to abide by the rules and regulations of the Site.

D. Number of Students: The University shall provide the Site with the number of students to be mutually agreed upon for the days and hours mutually agreed upon.

E. Health Status: The University shall require students participating in the clinical program to meet the health requirements of the Site and/or state regulatory agency. Proof of compliance may be required before participation in the program.

F. Liability Insurance: The University shall provide and maintain bodily injury, property damage, and professional liability insurance with a minimum limit of $2,000,000 per occurrence and an annual aggregate of $4,000,000 per occurrence. The faculty and students of the Nursing School will be required to carry professional liability insurance in the stated amount.

G. Indemnification: The University shall indemnify and hold harmless the Site and, if applicable, the City/State, its departments, agencies, officials, employees, agents and servants against claims of liability or expense arising from willful or negligent action or omission of the University or its agents participating in this program.

H. Transportation: Students shall be responsible for their own transportation to and from placement sites.

I. Notification: The University shall notify the Site of any changes in faculty, curriculum, and policy that may affect the clinical education program.

II. **Duties and Responsibilities of the Site**

A. Structure of the Clinical Program: The Site shall provide facilities and nursing practice appropriate for successful completion of a clinical program. In addition, the Site shall provide learning experiences that are compatible with the mission of the University.

B. Liaison/Field Coordinator: The Site shall appoint an employee to serve as liaison/field coordinator between the Site and the University.

C. Orientation: The Site shall orient the faculty and students to the rules, regulations, and practices of the facility. Site shall also provide necessary regulatory and safety compliance training.

D. Patient Care Responsibility: The Site shall retain full responsibility for the supervision and care of all patients.

E. Personally Identifiable Information: The Site shall use the personally identifiable Information (PII) obtained from students and faculty solely for the purposes of this Agreement and shall not disclose such information to third parties absent written consent of the student or faculty member whose information is subject to disclosure. The Site will immediately report to the University any use or disclosure of PII of which it becomes aware, with such reports including at least the following information:

1. The identify of each individual whose information was acquired or disclosed during the improper use or disclosure;

2. A brief description of what happened;

3. The date of the improper use or disclosure and the date of his discovery;

4. The nature of the PII that was involved (e.g., social security numbers, date of birth, etc.); and

5. Any steps individuals should take to protect themselves from potential harm resulting from the improper use or disclosure.

E. Reservation of Rights: The Site may reserve the right to reasonably discipline any student or faculty member who fails to comply with facility policies and procedures. Discipline may result from conduct, work, or health status that materially interferes with the Site’s ability to care for patients or impairs the student from benefiting from the clinical experience. The Site shall notify the University’s faculty member responsible for the student practice or the appropriate Assistant Dean or Dean.

F. Student Progress Reports: The Site shall provide the University all information requested concerning a student’s clinical performance.

G. Changes in Staffing: The Site agrees to inform the University of any changes in staffing or in its service program that will affect the clinical experience. In the event that such changes affect the number of Students that it can accept during any one time period, the Site will make every effort to inform the University of such changes at least six (6) weeks in advance of that time period.

H. Liability: The Site shall maintain in force during the term of this agreement, bodily injury, property damage and professional liability insurance, with coverage of at least $2,000,000 per occurrence and an annual aggregate of $4,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence, rising out of, or caused by, the activity which is the subject of the agreement, and upon request will furnish a certificate evidencing that such insurance is in force to the University.

I. Indemnification:

a. If the Site is a state agency, it shall indemnify and hold harmless the University, its departments, officials, employees, agents and servants against claims, liabilities or expenses (including attorney’s fees), arising as a result of any direct or indirect, willful or negligent action or omission of the Site or its officials, employees, agents and servants. Liability of the Site shall be limited to the provisions and limits of the Local Government Tort Act or the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679(b)-(d) (whichever is applicable).

b. If the Site is not a state agency, it shall indemnify and hold harmless the University, its agents, students, and employees, from any and all liability, damage, expense, cause of action, suits, claims of judgments arising from injury to person or personal property or otherwise which arises out of the act, failure to act or negligence of the Site, its agents and employees, in connection with or arising out of the activity which is the subject of this agreement.

III. **Mutual Terms and Conditions**

A. Duration of Agreement: This agreement shall commence on and shall be considered renewed from academic year to academic year unless either party seeks to terminate this agreement.

B. Termination of Agreement: The University and/or the Site may terminate this agreement, for any reason, by giving the other party written notice thirty (30) days prior to the effective date thereof.

C. Modification of Agreement: All modifications, waivers, or alterations to this agreement must be approved in writing by both parties.

D. Interpretation of the Agreement: This agreement shall be governed by the laws of the District of Columbia

E. Relationship of Parties: The University and the Site shall be considered independent contractors to one another. This agreement shall not create a partnership, joint venture, or association between the University, any of its students, and the Site.

F. Nondiscrimination: Neither party to this agreement shall discriminate on the basis of race, age, sex, color, creed, disability, national origin or any other basis prohibited by applicable law.

G. Health Insurance Portability and Accountability Act (HIPAA): The parties agree to comply with applicable federal laws and regulations governing the use and/or disclosure of individually identifiable health information. Hospital shall provide students with appropriate training regarding patient privacy and confidentiality. Such training shall satisfy the Health Insurance Portability and Accountability Act of 1996 and related regulations. The University covenants that all students will attend any mandatory site HIPAA training.

H. Objections of Conscience: The parties agree that no student or faculty of the University will be required to participate in any procedure which is contrary to his or her religion or conscience. It is understood that means that students may not be able to participate in clinic areas where full options are discussed.

I. Background Checks: The University acknowledges that placement of each student at the Site may be contingent upon provision of a background check information dated less than two years prior to the commencement of the clinical education placement. The University uses Certified Background Checks ([www.certifiedbackground.com](http://www.certifiedbackground.com)) as the vendor that provides the background checks. This may be subject to change. The background check consists of the following screens: (a) U.S. County Criminal, (b) Residency History, (c) Social Security Verification, (d) Nationwide Sexual Offender Index, (e) Nationwide Healthcare Fraud and Abuse Scan and (f) U.S. Patriot Act.

The Site acknowledges that the University is not responsible for the accuracy of the information provided through this check and that University or vendor's provision of this information does not relieve the Site of any of its legal obligations related to these background checks. The Site understands and agrees that any information forwarded to it by the University or Vendor shall be held in strict confidentiality, with access only by those with a need to know. If the Site obtains information directly from the Vendor, the Site agrees that it will only access information on the student working at the Site, and will not access data on any other students in the event such data is visible. Once the student has successfully completed his or her internship at the site, any negative criminal background information received from the University or the Vendor shall be deleted. The University does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Site. The University will not indemnify the Site for failure to perform any background checks required of the Site by state law.

J. Reservation of Rights: Both parties reserve the right to withhold placement of nursing students for good reason, including the availability of adequate facilities and personnel to provide satisfactory work.

K. Entire Agreement: This agreement represents the complete understanding between the University and the Site. It shall supersede prior oral or written understandings and promises relating to this subject matter.

IV. **Authorization**

**The Catholic University of America**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Dean School of Nursing Date

School of Nursing

J. Steven Brown, Senior Vice Provost

for Academic Administration Date

**Site:**

Signature Date

Name (please print)

Title