

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
MEMORANDUM OF AGREEMENT
BETWEEN
ROCHESTER COMMUNITY AND TECHNICAL COLLEGE
AND
PAWS AND CLAWS HUMANE SOCIETY

This Agreement is entered into between the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Rochester Community and Technical College (RCTC) and Paws and Claws Humane Society (PCHS). The Agreement, and any amendments and supplements or attachments shall be interpreted pursuant to the Laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, RCTC has established a Veterinary Technology program for qualified students preparing for and /or engaging in Veterinary Technician (VT) career; 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 RCTC; and

WHEREAS, PCHS has suitable clinical cases for the VT program for educating needs of the Veterinary Technology program of RCTC; and

WHEREAS, It is in the general interest of PCHS to assist in educating persons to be qualified or better qualified VT personnel; and

WHEREAS, RCTC and PCHS are desirous of cooperating to furnish a clinical experience program for students of the Veterinary Technology programs enrolled in RCTC.

NOW, THEREFORE, It is Mutually Agreed By and Between the Parties:

1.0 COLLEGE RESPONSIBILITIES

- RCTC VT Programs' goal, as collaboration with PCHS, is to ultimately provide an excellent educational awareness and to reduce public health hazards within the community, by providing healthier, more adoptable pets.
- RCTC, with full accreditation for the Veterinary Technology Department, is responsible for offering the VT program. The program is approved by the Minnesota State Colleges and Universities Board of Trustees (MnSCU).
- VT students will receive on-site supervision by Veterinary Technology Department staff. PCHS will not be responsible for the VT students. Faculty and staff of RCTC are expected to comply with contractual expectations for faculty in a supervisory role.
- The RCTC Faculty will be responsible for scheduling student clinical experience program hours, reviewing students' evaluations written by preceptors, and grading each student, PCHS will not be responsible for any of the above listed duties involving students. The RCTC Faculty will attend the PCHS orientation for clinical experience instructors as deemed necessary by RCTC and PCHS.
- RCTC will provide PCHS with objectives for the clinical experience program, if PCHS would like that information. Implementation of the objectives will be accomplished by RCTC in cooperation with the PCHS's designated representative, if PCHS chooses to do so.
- RCTC will provide PCHS with a list of the students who are participating in the clinical experience program and the start and end dates of each student's participation in the program. This clinical experience portion of the program will be held on RCTC property, at the Heinz Center, in the surgical area of room HA-118.
- RCTC will provide its faculty and students of the PCHS Standard Operating Guidelines (SOGs) that relate to the clinical experience program at the PCHS. RCTC will provide to and obtain the written consent of each student the current PCHS Student Agreement and Waiver of Liability. Students unwilling to comply with the Student Agreement and Waiver of Liability will not be permitted to participate in the clinical experience program with PCHS. RCTC will furnish signed copies of the Student Agreement and Waiver of Liability to PCHS before any student is scheduled to participate in the clinical experience program.
- RCTC will inform its faculty and the students who are participating in the clinical experience program that they are required to carry their own health insurance.

- RCTC will maintain a record of students' health examinations and current immunizations to verify that no health problems exist which would jeopardize student or patient welfare and shall obtain student permission to submit data regarding their immunization status to PCHS. The health examination shall include an update of required immunizations, such as the rabies vaccine. A list of those students with a current rabies inoculation or acceptable titer will be provided to PCHS. Prior to scheduling any student in the clinical experience program, RCTC will have trained the student in universal precautions and general animal handling.
- RCTC VT faculty or staff will call or email PCHS 1-3 days prior to any procedure to schedule the surgical procedure.
- RCTC VT students, faculty or staff will only use animals that are the property of the PCHS for their clinical experience.
- RCTC VT students will not be allowed to adopt any animal housed or cared for by the PCHS while enrolled in the program at RCTC.
- Invasive elective surgeries (or any other surgery deemed necessary by the attending RCTC staff veterinarian and the discretion of the PCHS authorities) are permitted; time permitting, during the months of October through December and February and March on those animals that are property of the PCHS.
- Under program supervision students may perform the following:
 - Transportation of the animals, if needed
 - Animal health records and management
 - Only necessary preanesthetic laboratory tests, heartworm tests, feline leukemia tests, either a canine or feline distemper combination vaccination to the surgical candidates.
 - RCTC's staff veterinarian, with the assistance of RCTC VT students, will perform only necessary routine surgical procedures such as: ovariohysterectomies, neuters, minor tumor removals if accompanied by a ovariohysterectomy or neuter, hernia repair and dental procedures.
 - After a complete physical exam, routine vaccinations such as canine or feline distemper may be given, as deemed necessary by the attending veterinarian, under the supervision of the attending veterinarian, faculty or staff of RCTC to the animals from PCHS.
 - Rabies vaccination, if deemed necessary by the staff veterinarian, will be only given by a licensed veterinarian on staff at RCTC to animals from PCHS.
 - RCTC will provide routine treatments and necessary medications as available to the Veterinary Technology program at RCTC for the animals at PCHS that have been examined and diagnosed by the attending staff veterinarian at RCTC.

- Radiographic Procedures:
 - A complete physical exam and necessary vaccinations will be performed by the attending veterinarian while at RCTC for radiographic procedures.
 - OFA radiographs will be performed with a light sedation. When completed the dog will be given a reversal agent to reverse the effects of the sedation used. Proper bloodwork and complete physical exam will be performed prior to sedation. This is a non-invasive procedure
 - Barium contrast radiographic study will be performed. Barium is given administered in food however if the animal will not eat the food the barium will be given orally by syringe. When given orally there is a risk of aspiration pneumonia. Barium will be administered under the supervision of an RCTC faculty member.
 - Abdominal ultrasound may also be performed. When performing ultrasound the animal will be lightly sedated and the abdomen will be shaved. Proper bloodwork and exam will be performed prior to sedation. This is a non-invasive procedure.
 - RCTC VT students, faculty and/or staff will do necessary laboratory tests, such as a heartworm test or a feline leukemia and/or feline immunodeficiency virus test if deemed necessary by the veterinarian on staff at RCTC.
- General nursing techniques: Under program supervision students may perform the following:
 - Practicing of blood draws from the cephalic, saphenous and jugular veins
 - Placement of intravenous catheter into the cephalic and saphenous veins. This will include shaving a small area on the leg
 - Subcutaneous and intramuscular injections of sterile saline.
 - Cleaning and medicating ears
 - Performing eye tests to include: eye stain, tear test and intraocular pressure
- All of the listed procedures will follow the Institutional Animal Use and Care (IACUC) procedures and protocols that are in place at RCTC and reviewed on an annual basis by the IACUC committee
 - The animals have a limited number of procedures per day
 - If the animal shows any sign of pain, discomfort or distress the procedure is halted immediately.
 - All procedures will be performed under the direct supervision of RCTC – VT faculty or staff
- With licensed veterinarians on staff, the animals utilized for educational training may have further medical attention. Cost of medical testing and medications used in treating or caring for the animals will be the responsibility of the VT program.

- The costs and supply of veterinary supplies that are recommended by the RCTC staff veterinarian will be the responsibility of the VT program.
- While following curriculum standard, the students will be able to complete their essential technical skills in order to obtain their Veterinary Technician Associate Applied Science Degree.

2.0 PCHS RESPONSIBILITIES

- The collaboration will continue between PCHS and RCTC for a minimum of three years, effective from the date of signatures.
- PCHS 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 PCHS. In order to effectively fulfill that duty, it is agreed that PCHS has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, PCHS shall consult with RCTC before taking any action to terminate the participation of a student.
- PCHS will allow a reasonable amount of PCHS staff time for orientation and joint conferences with RCTC faculty, for planning with RCTC faculty, and for such other assistance as shall be mutually agreeable.
- PCHS will make locker or cloak room facilities available for the RCTC faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- PCHS assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of RCTC faculty and students who are participating in the clinical experience program. PCHS will permit RCTC faculty to use PCHS parking spaces under the same policies governing Facility personnel.
- PCHS recognizes that it is the policy of RCTC 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. PCHS agrees to adhere to this policy in implementing this Agreement.

- PCHS will provide the animals that are deemed necessary, by attending RCTC staff veterinarian and the discretion of the PCHS authorities, for surgery and other minor procedures.
- Supplies, other than veterinary supplies, are the responsibility of PCHS.
- Animals that are sick, debilitated, have emergencies or need special care, will be deferred to the PCHS's designated veterinarian on call.
- Any decision regarding euthanasia is the responsibility of PCHS and if they choose, their designated veterinarian on call.
- All aggressive or potentially aggressive animals will be clearly marked on their identification card.
- PCHS will provide or make available to RCTC's VT program their SOGs and any changes once they have been adopted.
- PCHS will provide a space, on site, where RCTC VT students, faculty and/or staff may do physical exams, rechecks, take laboratory samples, and do minor procedures (such as remove sutures on patients), as deemed necessary by the staff veterinarian at RCTC and the PCHS authorities.
- PCHS will provide RCTC with a lockable cabinet on their premises that supplies and medication may be stored in, for use while on site at PCHS.

- AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

PCHS agrees that in fulfilling the duties of this Agreement, PCHS is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. RCTC is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

3.0 MUTUAL RESPONSIBILITIES

- RCTC and PCHS assume joint responsibility for the orientation of RCTC faculty to PCHS policies and regulations before RCTC assigns its faculty to the PCHS.
- Personnel of RCTC and PCHS will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
- Communication to familiarize PCHS personnel with the clinical experience program's philosophy, goals and curriculum;

- Communication to familiarize the RCTC faculty with PCHS's philosophy, policy and program expectations;
 - 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;
 - Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - Communication to identify areas of mutual need or concern;
 - Communication to seek solutions to any problems which may arise in the clinical experience programs; and
 - Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or RCTC's veterinary technology curriculum.
- **INSURANCE.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.
 - Commercial General Liability Insurance
 - RCTC will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.
 - PCHS will maintain Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.
 - Professional Liability Insurance
 - RCTC will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.
 - Additional Conditions:
 - An Umbrella or Excess Liability insurance policy may be used to supplement the RCTC's policy limits to satisfy the full policy limits required by the Agreement.
 - Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

- If PCHS receives a cancellation notice from an insurance carrier affording coverage herein, PCHS agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless PCHS's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the University.
- Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The College/University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the College/University, not to students.

4.0 STUDENT REQUIREMENTS

- Students participating in the clinical experience program shall be encouraged to carry their own health insurance.

5.0 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. RCTC's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

6.0 TERM OF AGREEMENT

- This Agreement is effective on the later of September 1, 2017, or when fully executed, and shall remain in effect until June 30, 2021. 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 not become effective with respect to students then participating in the clinical experience program.

7.0 FINANCIAL CONSIDERATION

- RCTC and PCHS shall each bear their own costs associated with this Agreement and no payment is required by either RCTC or PCHS to the other party, except that, where applicable, PCHS shall pay the tuition and other educational fees of students it places in the clinical experience program.
- PCHS is not required to reimburse the RCTC faculty or students for any services rendered to the PCHS or its patients pursuant to this Agreement.

8.0 AMENDMENTS

- Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

9.0 ASSIGNMENT

- Neither RCTC nor PCHS shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

10.0 STATE AUDIT

- The books, records, documents and accounting procedures and practices of the PCHS relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

11.0 DATA PRIVACY

- PCHS and RCTC must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the PCHS or RCTC.
- In the event PCHS receives a request to release the data referred to in this clause, PCHS must immediately notify RCTC. RCTC will give PCHS instructions concerning the release of the data to the requesting party before the data is released.
- The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

13.0 OTHER PROVISIONS

- Attachment A, RCTC Student agreement and waiver of liability
- Attachment B, PCHS SOG for its employees

For this continued collaborative effort, the Memorandum of Understanding will be reviewed on an annual basis, to the needs and /or changes for either participant.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby,

APPROVED:

**1. PAWS AND CLAWS
HUMANE SOCIETY**

By (authorized signature)



Title

Char-KHS

Date

8/9/17

**2. ROCHESTER COMMUNITY
AND TECHNICAL COLLEGE**

By (RCTC coordinator)

Kimberly Rowley



Title Instructor Vet Asst./Vet Tech

VT

Date

7/28/17

By (authorized signature)



Title

Dean

Date

6/22/17

By (RCTC President or Designee)

Michelle Pyfferoen

Title Dean of Academic Affairs

Date

**3. AS TO FORM AND
EXECUTION**

By (authorized RCTC signature)

June Meitzner

Title Purchasing Manager

Date