

**A COOPERATIVE AGREEMENT
FOR PROVIDING
EXPERIENTIAL TRAINING EXPERIENCES
FOR
NDSU PHARMACY STUDENTS**

This agreement is made and entered by and between North Dakota State University College of Pharmacy, Fargo, North Dakota, hereinafter referred to as the College, and _____ hereinafter referred to as the Experiential Training Site.

WHEREAS: The College is a major academic unit of North Dakota State University and strives to serve the State and region through its programs in pharmaceutical education, research, patient care and public service, and

WHEREAS: The College strives to provide students with the highest quality educational experiences required for entering the practice of pharmacy as competent, caring, ethical, learning health professionals and enlightened citizens, and

WHEREAS: The College is committed to the profession and to society for creating, communicating and applying knowledge about drugs, drug products, and drug therapy, and

WHEREAS: The Experiential Training Site recognizes the need for training pharmacy students as future health care professionals and for providing the community in which it serves, with qualified personnel as registered pharmacists, and

WHEREAS: Both contracting parties desire to seek to cooperate in providing clinical education and experiential training experiences to students enrolled in the Pharm.D. (Doctor of Pharmacy) degree programs of the College,

THEREFORE: It is mutually agreed upon by and between both parties:

PROGRAM OBJECTIVES:

1. To prepare students through clinical instruction to enter pharmacy practice with the knowledge, skills, attitudes and values to meet the needs of society and the profession.
2. To train students in the provision of pharmaceutical care which goes beyond providing the pharmaceutical product and encompasses a broad scope of services and functions that demonstrate a genuine caring concern for the overall health and wellness of patients.
3. To broaden the view point of students to various activities, functions, and systems involved in the delivery of quality health care in both inpatient and outpatient settings.

4. To increase the student's knowledge and understanding of patient disease states and drug therapy in order to effectively communicate and consult with physicians, nurses, pharmacists and patients.
5. To train students in designing, implementing, and monitoring patient drug therapy for the specific purpose of achieving positive patient outcomes with the ultimate goal of improving the patient's quality of life.
6. To train students on effective strategies in evaluating the appropriateness of patient drug therapy to ensure the rational, safe, and cost-effective use of drugs.
7. To train students to retrieve, evaluate, and apply drug literature as a means of providing patient-specific drug information to health professionals, patients, and the lay public.
8. To train students to interpret and apply pharmacokinetic data and other pertinent laboratory data to design safe and effective drug dosage regimens.
9. To train students to identify and correct patient-specific drug therapy problems.
10. To train students to provide contemporary drug therapy education to health professionals, patients and the lay public.

PROGRAM STRUCTURE:

1. Students must fulfill all eligibility requirements for the experiential program before being assigned to the Experiential Training Site. Each assignment is contingent upon approval by the College and the Experiential Training Site.
2. The Experiential Training Site, its preceptors, and the student rotation experiences must be approved by the College through the criteria established by the College Curriculum Committee before any student experiential training is conducted on-site.
3. The Experiential Training Site must have current licensure, approval or accreditation through the appropriate credentialing agencies (ie. State Board of Pharmacy, Joint Commission on the Accreditation of Healthcare Organizations, State Board of Health).
4. Each pharmacist preceptor assigned students must hold a current license to practice pharmacy in their respective State and be in good standing with the State Board of Pharmacy.
5. Each student will be assigned an on-site preceptor who will be responsible for daily student activities and the overall supervision and evaluation of student learning experiences.

6. The on-site preceptor will be responsible for submitting to the College at the completion of mid-rotation and end-of-rotation evaluations of student performance. The preceptor shall be responsible for communicating to the student any deficiencies of performance and provide the student with an opportunity to correct any deficient areas prior to the completion of the rotation. Evaluations will be treated as confidential student education records and therefore subject to the Federal Family Educational Rights & Privacy Act (FERPA).
7. A student to preceptor ratio of 2 to 1 shall not be exceeded at the Experiential Training Site unless approved by the College.
8. The Experiential Training Site will offer students an environment conducive to learning including but not limited to access to study space, library resources, patients, and patient care records.
8. The Experiential Training Site will be responsible for providing an orientation to each student at the beginning of each rotation covering an overview of institution's mission, goals, and scope of service; the goals and objectives of the rotation; the required student activities; the designated preceptor for the rotation; the method of student evaluation; and an overview of the physical facilities; personnel, and operational systems needed for the student to adequately function at the site.
9. The College and the Experiential Training Site will jointly decide the rotation offerings, the student experiences, the designated preceptors, the number of students assigned to each rotation and to each preceptor, and the dates and times of student assignments.
10. A copy of all student rotation assignments will be sent by the College to the Experiential Training Site after the completion of each year's student rotation assignments. The College will notify the Experiential Training Site of any proposed changes to student rotation assignments at least 30 days in advance of the effective rotation unless special circumstances arise.
11. An evaluation of the site, preceptor and rotation will be performed by the student at the completion of each rotation period and forwarded to the College for their files. The results of student evaluations of the Experiential Training Site will be shared with the preceptor and the Experiential Training Site at the completion of the rotation year.
12. The College reserves the right to discontinue assignments of students to the Experiential Training Site where the quality of the learning experience is deemed unsatisfactory. The College will provide assistance to those sites and preceptors where problems are identified.
13. Students shall comply with the policies, procedures, and standards of patient care established by the Experiential Training Site.

ASSURANCES:

1. Prior to entering the experiential program, students will be instructed by the College on the ethics of maintaining confidentiality of patient medical information. While at the Experiential Training Site, students are considered a member of the Experiential Training Site's workforce for the purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Therefore, no Business Associate Agreement is required between the Experiential Training Site and the College. However, students will comply with the Experiential Training Site's privacy rules and policies related thereto and sign any necessary confidentiality agreements.
2. During their experiential training experiences, students will abide by all policies and procedures of the Experiential Training Site as well as the University policies governing student conduct. Where problems in student behavior or conduct are identified by the Experiential Training Site, preceptors shall refer students back to the College for any disciplinary action needed. It shall not be the preceptor's responsibility or the Experiential Training Site's responsibility to discipline students. The Experiential Training Site shall monitor the activities of the student and identify inappropriate or unsafe patient care practices of the students. The Experiential Training Site reserves the right to expel any student from participating in the experiential program governed by this Agreement for violation of Experiential Training Site rules or for unsafe patient care practices. The College shall cooperate fully with the Experiential Training Site in any such expulsion matters. The student shall be allowed a reasonable opportunity to be heard prior to any such expulsion becoming final.
3. Prior to entering the experiential program, students will be required by the College to: (a) be registered as a student intern with the appropriate State Board of Pharmacy; (b) students shall wear a name badge identifying the student as a "pharmacy student" or "pharmacy intern"; (c) have a current health insurance policy; (d) have required health vaccinations current; and (e) obtain professional liability insurance in amounts satisfactory to the Experiential Training Site. The College will be responsible for maintaining appropriate records regarding proof of insurance coverage for each student and will provide evidence to the Experiential Training Site upon request.
4. Should the student become ill or sustain an injury while at the Experiential Training Site, the student will be responsible for the cost of any health care needed as a result of this illness or injury, however, the Experiential Training Site agrees that it will provide the student with emergency care or appropriate care, if available.
5. The Experiential Site will maintain the confidentiality of any educational records pertaining to students and are subject to the Family Education Rights Privacy Act (FERPA) received from NDSU or the student. The Experiential Site will not transfer to any third party or allow access to third parties of educational records in violation of FERPA, and if it does so it may be prohibited from future access to educational records of students from NDSU for a period of not less than five years.
6. In order to fulfill graduation requirements and to ensure eligibility for licensure, the College and the North Dakota State Board of Pharmacy require that students must complete a minimum of 40 hours each week at the Experiential Training Site fulfilling the

learning objectives for the rotation. It will be the responsibility of the preceptor to ensure that each student fulfills the total number of hours of experiential training for the assigned rotation. Students will be required to record their hours of experiential training in their personal portfolios. Preceptors are to sign the North Dakota Board of Pharmacy *Affidavit of Licensed Pharmacists/Preceptors* form at the completion of the rotation to verify the hours of training received.

7. Students participating in the program shall undergo any health examination and/or supply any health document which the Experiential Training Site may require. The College will be responsible for ensuring that all student health examination and vaccination requirements have been fulfilled prior to assigning students to their Experiential Training Sites.
8. The College will conduct criminal background checks on all students prior to their entering the Experiential Program. The Experiential Training Site will be made aware of the type of criminal background check that is being run and shall affirmatively accept the format of the criminal background check either via e-mail or via letter, which can be faxed or mailed. If a student has a past criminal history which the College deems places the Experiential Training Site or patients at risk, the College will notify the Experiential Training Site. The Experiential Training Site and the College will then determine the appropriate course of action to be taken regarding placement of the student. The Experiential Training Site has the right to reject a student assigned to the Site based on criminal background check information.
9. Services rendered by students enrolled in the program covered by this agreement and who are not formally engaged as volunteers and/or who are not employed by the Experiential Training Site, will be considered to be educational in nature and, therefore, without monetary compensation to students. Services performed by students enrolled in the program covered by this agreement will be within the established written requirements of the degree being pursued as required of every candidate for that degree. Nothing in this Agreement shall create a relationship of employer-employee, principle-agent, or partnership between the students and the Experiential Training Site and, therefore, the students are not entitled to any benefits from the Experiential Training Site which may be due employees of the Experiential Training Site. At no time shall any student act as an employee, agent or partner of the Experiential Training Site for any purpose whatsoever. The students shall have neither the authority to bind the Experiential Training Site to any contract or agreement, nor to make any commitments of any kind for or on behalf of the Experiential Training Site.
10. Neither party to this agreement will discriminate against persons because of race, creed, sex, age, national origin, or against persons with handicaps who are otherwise qualified.
11. If at any time a student files a grievance in which the Experiential Training Site experience is part of the issue, the Experiential Training Site will be notified.

GENERAL AGREEMENTS:

1. The term of this agreement shall begin on _____, 20__ and continue thereafter unless otherwise terminated as provided below.
2. It is understood and agreed that the Parties hereto may mutually revise or modify this Agreement by written amendment properly.
3. Both Parties reserve the right to terminate the Agreement with thirty days prior written notice. Any students participating in a clinical experience shall be allowed to finish said experience.
4. All matters relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of North Dakota. All legal actions initiated with respect to or arising from this Agreement or any provision contained therein shall be initiated, filed and venued solely and exclusively in the State of North Dakota District Court located in the City of _____ Fargo, County of Cass, State of North Dakota.
5. Neither party hereto shall assign its rights nor delegate its duties under this Agreement without the prior written consent of the other party.
6. The invalidity or unenforceability of any term, condition, obligation, or provision of this Agreement shall in no way effect the validity or enforceability of any other term, condition, obligation, or provision.
7. This Agreement contains the entire agreement between the parties, and supersedes all prior oral or written agreements between the parties regarding experiential training of pharmacy students. This Agreement may not be modified, amended, or terminated in any manner other than by a written agreement signed by the parties.

Charles D. Peterson, Pharm.D.(date)
Dean
NDSU, College of Pharmacy
Fargo, N.D.

Authorized Administrator (date)

R. Craig Schnell, Ph.D. (date)
Provost & Vice President for Academic Affairs
North Dakota State University
Fargo, N.D.