

ITEMS FOR CONSENT AGENDA

January 14, 2020

ACTION: **Approve Authorization for Chancellor to Negotiate and Sign an Educational Partnership Agreement with the University of Nebraska Board of Regents, for and on Behalf of the University of Nebraska Medical Center, to Continue the Rural Health Opportunity Program (RHOP) for the Nebraska State Colleges (AP)**

Since April 2019, a series of meetings and collaborative conversations have been held to develop a system level agreement with the University of Nebraska Medical Center (UNMC) for the continuation of the Rural Health Opportunity Program (RHOP) for the Nebraska State Colleges. Over the past several months, several drafts of the agreement have been shared and reviewed by a number of individuals across the system, and their feedback has strongly informed the development process. Attached is the latest draft that is currently being reviewed by all parties. The goal is for a final draft of the agreement to be executed by early Spring 2020.

In accordance with Board Policy 7015, the Board is being asked to grant the Chancellor the authority to conclude negotiations and sign the agreement. The agreement continues the Rural Health Opportunity Program (RHOP) for the Nebraska State Colleges and it describes the program requirements and expectations for the overall collaborative program, as well as specific medical programs included in RHOP.

The System Office recommends approval of the Authorization for Chancellor to Sign RHOP Agreement with Univ of Nebr Board of Regents (AP).

ATTACHMENTS:

- NE State College and UNMC RHOP Agreement (PDF)

RURAL HEALTH OPPORTUNITY PROGRAM (“RHOP”) AGREEMENT

BETWEEN

THE BOARD OF REGENTS OF UNIVERSITY OF NEBRASKA
d/b/a University of Nebraska Medical Center

AND

THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
d/b/a Chadron State College, Peru State College, and Wayne State College

This Rural Health Opportunity Program Agreement (“Agreement”) is made and entered into on this ___ day of _____, 202__ (“Effective Date”) by and between the Board of Regents of the University of Nebraska, a corporate public body and governing body of the University of Nebraska, by and on behalf of the University of Nebraska Medical Center (“UNMC”) and the Program identified in Attachment A, attached hereto, and the Board of Trustees of the Nebraska State Colleges (“NSC”). UNMC and NSC are each a “party” and collectively, the “parties”.

RECITALS

WHEREAS, the purpose of RHOP is to recruit and educate individuals from Rural Areas (as hereinafter defined) who intend to return to underserved Rural Areas to practice in their professional field;

WHEREAS, UNMC offers a degree program in the field(s) of dental hygiene; dentistry; medical laboratory science; medicine; nursing; pharmacy; physical therapy; physician assistant; and, radiography (each, a “Program”);

WHEREAS, NSC offers undergraduate degree programs through Chadron State College, Peru State College and Wayne State College (each, a “State College”); and

WHEREAS, certain students attending a State College are eligible to apply for provisional admittance to the Program through RHOP.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. TERM; TERMINATION. The term of this Agreement shall commence on the Effective Date and continue in effect for three (3) years (“Term”). The Term may be renewed upon the written approval of the parties. The Agreement may be terminated by either party upon one hundred eighty (180) days’ written notice to the other party. If such written notice is given, this Agreement shall terminate (a) at the end of such 180-day period or (b) when all students enrolled in RHOP have been admitted to the Program, whichever event last occurs. Termination of the Agreement will not impact students who have been provisionally admitted to the Program.
2. THE PROGRAM.
 - a. RHOP has two phases: (i) the first phase is a specifically designed curriculum at the undergraduate level at the applicable State College; and (ii) the second phase is the completion of the applicable professional Program at UNMC.

- b. Each UNMC Program will consider RHOP applications from NSC students on an annual basis, in conjunction with appropriate parties at the applicable State College(s).
 - c. The requirements for RHOP with each UNMC Program are set forth in Attachment A, and any changes to the requirements shall be provided to NSC no later than January 1st to be effective the fall of the following academic each year.
 - d. Students accepted into RHOP will be given provisional admittance to the applicable professional Program at UNMC. Alternates selected for the Program will be granted the benefits afforded students accepted into RHOP with the exception of provisional admittance and tuition coverage.
3. CONSIDERATION FOR ADMITTANCE TO RHOP. For consideration for admittance into RHOP, applicants must:
- a. Apply to at least one State College and upon acceptance, enroll as a student at the State College;
 - b. Demonstrate academic achievement indicative of the ability to succeed in the applicable UNMC Program;
 - c. Currently attend or be a graduate of an accredited Nebraska senior high school or received an equivalent of a high school diploma in Nebraska and was a legal resident of the state at the time of graduation and be from a Rural Area of Nebraska, as defined below; and
 - d. Demonstrate a commitment to practicing in the Rural Areas of Nebraska as validated by interview questions. The following cities, towns and census-designated places are not considered “Rural Areas” and are therefore not eligible for RHOP: Omaha, Ralston, Boys Town, Elkhorn, Lincoln, Bellevue, Papillion, La Vista, Chalco, and Offutt Air Force Base.
4. APPLICATION PROCESS.
- a. Applicants must submit an application for acceptance into the UNMC Program by the established Program deadline of December 1st. Any changes to the application deadline shall be determined in consultation with NSC.
 - b. Representatives from both the State College and the applicable UNMC Program shall interview applicants in January following the application deadline.
 - c. The applicable UNMC Program will review the applications and may approve applicants for acceptance into RHOP with accompanying provisional admittance into the Program, or offer an alternate position.
5. PROVISIONALLY ADMITTED STUDENTS.
- a. Each provisionally admitted student attending a State College will be appointed a faculty advisor specific to each Program from the State College and a faculty advisor from the Program at UNMC. Advisors will counsel the student on career development matters. The advisors will be assisted by staff of the applicable UNMC Program’s Office of Academic Affairs in advising provisionally admitted students about RHOP requirements and in assuring that each student understands and meets all requirements for progression in

RHOP. Faculty advisors from the Program at UNMC will meet with students during visits to the University of Nebraska Medical Center campus during campus visits and will be available for advising students at other times via telephone, email or video conference.

- b. Provisionally admitted students are expected to complete all Math and required to complete all Science courses required for their program at the State College.
- c. Provisionally admitted students must meet all Program requirements for satisfactory progress in RHOP, including any requirements contained in Attachment A. Failure to meet the requirements may result in withdrawal of the offer of provisional admittance to the applicable Program at UNMC.
- d. Students must exhibit professional and personal behaviors that reflect positively on them, UNMC and the NSC. At all times, students in RHOP are expected to comply with all campus standards of conduct as described in the undergraduate student handbook, as well as RHOP standards, which include attending classes as scheduled, promptness, exhibiting respect towards fellow students and faculty and displaying initiative and leadership skills. Failure to comply with these requirements may result in disciplinary action, including dismissal from RHOP. To maintain good standing in the Program, students will obey all laws. Failure to comply can prevent them from getting a license to practice their profession.
- e. Based on each student's performance at the State College and no later than June 1st of the year of anticipated matriculation to the professional Program at UNMC, the Program will provide each provisionally admitted student with an offer to matriculate to the Program or the rationale for withdrawing the offer of provisional acceptance.
- f. Requirements for matriculation into the applicable UNMC Program for provisionally admitted students shall be reviewed annually by the Program and communicated to the State College no later than March 1st of each year to be effective the fall of the following academic year. Requirements will be based upon current entrance requirements for the Program and special requirements for RHOP. Updates for application requirements and procedures for the Program will be posted on each State College RHOP website.

6. STUDENT TUITION.

- a. NSC students who have been accepted into RHOP shall have all tuition covered from the State College for their years as a student at the State College. The institution may use a variety of funding sources to ensure this. Tuition coverage does not apply to courses taken during the summer, nor does it apply to Alternate students. Students are responsible for all other associated fees, charges, books, etc.
- b. All UNMC Program tuition, fees, charges, books, etc. shall be the responsibility of the student. Students may be eligible to apply for UNMC scholarships.

7. POLICIES FOR UNDERGRADUATE PHASE.

- a. Academic Probation. Each UNMC Program will establish policies for academic probation.

- b. Semester Review Policy. The applicable State College Program advisor will meet with each RHOP student to conduct a semester academic review, including the review of transcripts for course load, grades earned and grade point average attained, and inform the applicable Program at UNMC of the same. If a student has not completed a semester's (or summer's) course work successfully as set forth in the Academic Standards detailed in Attachment A, the RHOP Coordinator at the State College shall confer with the applicable professional Program at UNMC. Following the review at the end of each semester, a letter reviewing the student's status will be sent to all students being placed on academic probation, with a copy to the applicable Program at UNMC.
- c. Dismissal Policy. Dismissal constitutes formal action initiated by the applicable State College in consultation with the applicable Program at UNMC. Each UNMC Program will establish policies for dismissal as detailed in Attachment A. Should a student be dismissed from RHOP, they may continue to complete a pre-professional program at the State College and apply to a professional program as a non-RHOP student if they fulfill the requirements of the State College and pre-professional program.
- d. Appeals Procedure. Any student who has been dismissed from RHOP who believes an evaluation of the student's academic progress or performance was conducted in an arbitrary or capricious manner may appeal the dismissal decision. An appeal must be made in writing within two (2) weeks of receiving notification of dismissal. The student should submit the appeal to the applicable State College Program Advisor, who will follow the procedures established at the applicable State College. In the appeal, the student must present reasons for believing that the evaluation that led to the dismissal was arbitrary or capricious. Any decision regarding a student's appeal at the State College shall be communicated with the Program at UNMC for consideration as it may relate to matriculation of the student to the professional Program at UNMC.
- e. Leave of Absence Policy. Any student wishing to request a leave of absence from RHOP must first discuss the reason for the request with the applicable RHOP Program Advisor. The request should then be made in writing with copies to the applicable State College's Program Advisor and the UNMC Program. A decision will be made jointly by the UNMC Program and the State College granting or denying the leave of absence. If a leave is granted, the Program will stipulate the time and conditions under which the student may re-enter RHOP. If possible, the student should continue to take classes, take examinations and quizzes and fulfill other class assignments until informed in writing that the leave has actually been granted.
- f. Resignation Procedure. Should a student choose to resign their position in RHOP, a formal letter of resignation must be filed with the applicable State College Program Advisor as well as the professional Program at UNMC.
- g. Open Seat Policy. In the event an RHOP seat opens for a Program, the State College in consultation with the applicable UNMC Program, shall fill that seat with an identified Alternate student, should there be one. If not, the State College may open an application period at any time during the academic year to allow current students enrolled at the State College who are not Alternates to apply to RHOP to fill the open seat and receive provisional admittance into the Program. In such an event, the student(s) must complete the application process outlined in this Agreement, and the State College will work with

the applicable UNMC Program to review applications, conduct interviews, and determine whether to offer provisional admittance for said seat.

- h. Should a seat at the State College open for which there is no alternate, and a provisionally admitted student wishes to change programs (e.g., from Medicine to Pharmacy), they must resign from their current Program and apply for the new Program during the open application process as all other applicants within the State College would be required.
8. **ANNUAL VISIT.** UNMC will be responsible for costs associated with hosting identified State College students, including alternates, and accompanying faculty/staff during each annual visit to UNMC. Costs covered by UNMC include meals during the visit agenda while on campus and lodging expenses, as coordinated by UNMC, for students, as well as accompanying faculty and staff. Each State College is responsible for transportation costs, including transport costs for students, faculty and staff, parking-related charges, per diem, and other costs outside of those identified above to and from UNMC.
9. **BREACH; TERMINATION.** If either party breaches the terms and conditions of this Agreement, the other party has the right to terminate this Agreement immediately upon written notice to the other party. Termination of this Agreement may occur for a single State College currently included in this Agreement, or for individual Program(s) currently offered at a State College, rather than termination of the Agreement in its entirety. Upon termination of this Agreement, no additional students will be admitted to the Program through RHOP. Students provisionally admitted into the Program through RHOP but who have not yet matriculated to the Program shall retain their provisional admittance status while at the State College contingent upon their meeting Program requirements.
10. **NOTICES.** All notices, consents, approvals, demands, requests or other communications required or permitted to be given under any provisions of this Agreement will be in writing and will be sent to the person(s) and address(es) set forth below via certified mail, hand delivery, overnight courier or email (to the extent an email address is set forth below and a copy is also sent by one other method as proscribed herein). All such notices shall be effective when received.

Program:

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11. RELATIONSHIP OF PARTIES. No agency, partnership or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship.
12. ASSIGNMENT. This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.
13. GOVERNING LAW; FORUM. This Agreement shall be governed by the laws of the State of Nebraska, without regard for its conflicts of laws provisions. Any legal actions brought by either party hereunder shall be instituted in the state or federal court located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Provider in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.
14. SEVERABILITY. The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
15. WAIVER. A waiver of any term or provision of this Agreement by a party shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver(s) shall serve to establish a course of performance between the parties contradictory to the terms hereof.
16. CONFLICTS. In the event of a conflict or inconsistency between the terms of this Agreement and those of Attachment A, the terms of Attachment A shall control.
17. NON-DISCRIMINATION; FERPA. The parties agree that neither of them shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions or privilege of employment because of race, color, religion, sex, disability or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §48-1122), as amended. Both parties agree to comply with the Family Educational Rights and Privacy Act of 1974 governing the privacy of student records.
18. EQUAL OPPORTUNITY. **The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**
19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document.

IN WITNESS WHEREOF, the authorized representative(s) of the parties have duly executed this Agreement.

Chancellor, University of Nebraska Medical Center, for The University of Nebraska Board of Regents

By: _____

Title: _____

Date: _____

Chancellor, Nebraska State College System, for The Board of Trustees of the Nebraska State College System

By: _____

Title: _____

Date: _____

ATTACHMENT A

[See attached]