Appendix O: Shared Nurse Academic Practice Partnership (SNAPPI) Memorandum of Understanding

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is hereby entered into by and between [Academic Institution] ("University" or "[ACADEMIC INSTITUTION]"), an agency and institution of higher education authorized under the laws of the State of [State Name], and member institution of The [State] State University System, and [CLINICAL PARTNER], ("Clinical Partner") as of the date of full and final execution below (the "Effective Date").

1. **Performance Period.** The period for performance of this MOU shall commence on the Effective Date and shall be in effect for the duration of the [DATE] and [DATE] Spring 2025 semesters.
2. **Scope of Work.** This MOU is a non-binding statement that memorializes the collaboration between [ACADEMIC INSTITUTION] and Clinical Partner to implement the Shared Nurse Academic Practice Partnership Initiative ("SNAPPI") pilot project, a feasibility study to evaluate the use of shared registered nurse appointees ("Participating RNs") who divide their time between practice and academic responsibilities. The parties agree to the following proposed scope of the SNAPPI pilot project:

   2.1 **Point of Contact.**
   a. Clinical Partner shall provide a single designated point of contact ("POC"). The POC shall act as a champion for the SNAPPI pilot project in their organization.
   b. The POC is responsible for effectively distributing information to the appropriate contacts in their organization, following through on action items, attending all SNAPPI workgroup meetings, and leading their organization in the implementation of the SNAPPI pilot project.
   c. Clinical Partner shall notify [ACADEMIC INSTITUTION] of any change in POC.

   2.2 **Qualifications of Participating RNs.**
   a. Participating RNs must be MSN or doctoral -prepared or be eligible to qualify for a [State] Board of Nursing ("BON") waiver (BON 3.5.1.a, Education Guideline, TAC 22.11.215.7).
   b. Participating RNs must have a background check conducted and paid for by [ACADEMIC INSTITUTION], as well as verification of licensure and academic degree, and approval by [ACADEMIC INSTITUTION]'s Human Resources Department.
   c. Participating RNs should be subject matter experts in patient care, integrated into daily hospital operations, and interested in professional growth.
   d. Participating RN's recent performance reviews must meet minimum expectations, should be strong performers with a preference for bedside nurses, and adaptable based on institution requirements.
   e. Participating RNs shall be collaboratively selected by both [ACADEMIC INSTITUTION] and Clinical Partner.

   2.3 **Orientation & Onboarding of Participating RNs.**
   a. [ACADEMIC INSTITUTION] will provide new faculty orientation, preceptor bootcamp, and additional training specific to SNAPPI.
   b. Activities related to orientation, onboarding, and other training will be compensated on an hourly basis per the agreement outlined in the section titled "Compensation and Transfer of Funds."

2.4 **Duties of Participating RN.**

a. When performing activities on behalf of [ACADEMIC INSTITUTION] teaching assignment, Participating RN's job duties and performance requirements are detailed in Appendix A, [ACADEMIC INSTITUTION] Performance Requirements for "Participating RN."
b. When performing activities on behalf of Clinical Partner clinical assignment, Participating RN's job duties and performance requirements are detailed in Appendix B, Clinical Partner Role Description for "Participating RN."

2.5 **Distribution of RN's Time.**

a. Each Participating RN will dedicate 1.0 Full-Time Equivalent ("FTE") to practice and academic responsibilities.
b. Each Participating RN will work with a group of ten (10) or fewer nursing students each semester, focusing on Senior 1 or Senior 2 students engaged in clinical courses.
c. Each Participating RN will retain current employment status throughout the SNAPPI pilot project, subject to Clinical Partner's employment policies.
d. Detailed description of Participating RN's time allocation for orientation, onboarding, and clinical teaching are documented in Appendix N, Time & Cost Allocation Worksheet.

2.6 **Clinical Placements by Clinical Partner.**

a. Clinical Partner commits to guaranteeing two (2) semesters of placements for [ACADEMIC INSTITUTION]'s School of Nursing ("SON") students working with Participating RNs, ensuring that clinical experiences are appropriate to meet the learning objectives of the course the appointee is supporting.
b. Clinical Partner agrees to prioritize student experience, create a valuable learning experience for SON students, and maintain a culture of feedback and transparency.

2.7 **Compensation and Transfer of Funds.**

a. The compensation of the Participating RN shall be maintained at the level set by Clinical Partner during activities performed for [ACADEMIC INSTITUTION]. Changes in compensation made by the Clinical Partner will be adjusted between, but not during, semesters.
b. [ACADEMIC INSTITUTION] shall not pay overtime, shift differential, or any other type of multiplier for services provided under this MOU.
c. Following the completion of [ACADEMIC INSTITUTION] duties each semester, the Clinical Partner will invoice [ACADEMIC INSTITUTION] and [ACADEMIC INSTITUTION] will transfer funds equal to the FTE reallocation from clinical activities to [ACADEMIC INSTITUTION] activities noted in Line 5 of Time and Cost Allocation Worksheet (see Appendix N).

2.8 **Non-Compensatory Enhancements.**

Both parties agree to make a good faith effort to provide non-compensatory enhancement(s) to provide tangible benefits that meaningfully target nurses and help maintain and protect nurses' quality of life.

2.9 **Ongoing Commitment to Performance Evaluation and Data Collection.**

a. [ACADEMIC INSTITUTION] and Clinical Partner agree to use best efforts to implement the formative and summative evaluation plan designed by the SNAPPI workgroup.
b. [ACADEMIC INSTITUTION] and Clinical Partner agree to share data for the purpose of program evaluation.
c. The SNAPPI pilot project is designed to evaluate the program for feasibility with the long-term goal of dissemination for the good of all healthcare and nursing education in [State]. To this end, and to the extent allowed by law, [ACADEMIC INSTITUTION] and Clinical Partner agree to the

dissemination of de-identified and aggregated data in the form of publication, presentation, and other means.

d. [ACADEMIC INSTITUTION] and Clinical Partner will ensure that all participating parties have the right to review any materials related to the SNAPPI pilot project prior to dissemination. Written permission from all parties is required prior to dissemination of any information.

2.10 **Commitment to Collaborative Problem-Solving.**

a. As a pilot project designed to test feasibility, one of the main goals is to uncover problems. [ACADEMIC INSTITUTION] and Clinical Partner commit to elevating identified problems in a timely manner.

b. [ACADEMIC INSTITUTION] and Clinical Partner commit to using collaborative problem-solving methodologies to discover and implement solutions.

c. [ACADEMIC INSTITUTION] and Clinical Partner commit to making a good faith effort to honor commitments through the end of the semester to ensure the integrity of the student learning experience.

2.11 **Liability and Risk Management.**

a. Existing Affiliation Contracts between [ACADEMIC INSTITUTION] and Clinical Partner remain in force. The SNAPPI pilot project operates within the stipulations of the existing affiliation.

b. The parties agree to mutually indemnify each other for any legal or financial risk associated with the SNAPPI pilot project arising from the other parties' acts or omissions to the extent allowed by law. The parties maintain their own insurance coverage to protect against certain potential liabilities. Notwithstanding any provision of this MOU, nothing herein constitutes a waiver of the constitutional, statutory or common law rights, privileges, immunities, or defenses of [ACADEMIC INSTITUTION].

3. **General.**

3.1 **Compliance.**

a. Nothing in this MOU shall be construed to violate any provisions of the laws and/or regulations of the United States of America or the State of [State], and all acts done hereunder shall be done in such manner as may conform thereto.

3.2 **Severability.**

a. In the event that any word, phrase, clause, paragraph, sentence, part, portion, or provision of this MOU is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

3.3 **Modifications.**

a. The MOU may be modified by mutual written approval of the parties.

3.4 **Dispute Resolution.**

a. The dispute resolution process provided in [State] Government Code, Chapter 2260 shall be used by the parties to resolve any dispute arising under this MOU.

3.5 **Governing Law and Venue.**

a. The MOU and all claims arising from the MOU shall be interpreted and construed in accordance with the laws of the State of [State], without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to the MOU and all claims arising from the MOU shall be brought in the federal or state courts serving [County] County in the State of [State].

3.6 **Force Majeure.**

a. Except as otherwise provided, neither party shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this MOU caused by Force Majeure. Incidents of Force Majeure include but are not limited to the following: acts of God, strikes, epidemics and pandemics, war, riots, flood, fire, sabotage, or any other circumstances of like character. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform.

3.7 **FERPA Compliance.**

a. Some of the University Records Clinical Partner receives, creates or maintains for or on behalf of the University may constitute "Education Records" (as defined by FERPA), or "Personally Identifiable Information from Education Records" (as defined by FERPA) (collectively, "FERPA Records"). Clinical Partner will hold the University FERPA Records in strict confidence. Clinical Partner will not use or disclose FERPA Records received from or on behalf of the University, except as permitted or required by this MOU in order to execute required Services to the University. Clinical Partner will use the administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records, approved by the University and that are at least as stringent as the requirements of Title 34, Part 99 – Family Educational Rights and Privacy noted at https://www.ecfr.gov/current/title-34/part-99 to preserve the confidentiality and security of all FERPA Records received from, or on behalf of the University, its students or any third party pursuant to this MOU. Clinical Partner agrees that no later than thirty (30) days after the expiration or termination of this MOU, for any reason, or within thirty (30) days after the University's written request, Clinical Partner will halt all access, use, or processing of FERPA Records and will return to the University all FERPA Records, including any copies created by Clinical Partner or any subcontractor; and Clinical Partner will certify in writing to the University that all FERPA records have been returned to the University. Clinical Partner will restrict disclosure of FERPA Records solely to those employees, subcontractors, or agents of Clinical Partner that have a need to access the FERPA Records in order for Clinical Partner to perform its obligations under this MOU. If Clinical Partner discloses any FERPA Records to a subcontractor or agent, Clinical Partner will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Clinical Partner by this MOU, including requiring each subcontractor or agent to agree to the same restrictions and obligations in writing. [This clause may be replaced by existing clause in Affiliation Agreement]

3.8 **Nondiscrimination.**

a. In their execution of the MOU the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of the MOU.

In WITNESS WHEREOF, the parties have executed this MOU as of date (“Effective Date”) set forth below their signatures.

[Clinical Partner]	**[Academic Organization]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____