

**AFFILIATION AGREEMENT BETWEEN
THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY
AND**

**FOR PROVISION OF LEARNING EXPERIENCES FOR STUDENTS IN
(PRACTICE / DISCIPLINE)**

THIS AGREEMENT is made effective _____, 20____, by and between The Evangelical Lutheran Good Samaritan Society, a North Dakota non-profit corporation, d/b/a Good Samaritan Society – _____ (hereinafter the “Society”), and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of _____ (hereinafter the “School”).

RECITALS

WHEREAS, the Society furnishes room, board, skilled nursing, and/or related services to residents in its facilities (“Facilities”) and clients of its related services (hereinafter Residents/Clients);

WHEREAS, the Society has the opportunity to provide a site for learning and Educational Experiences (“Educational Experience”) for Students of the School; 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 educational needs of the programs of the School; and

WHEREAS, School and Students desire to enter into a learning and/or Educational Experience for Students of the _____ program (Educational Experience).

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1
SCHOOL COVENANTS**

- 1.1. In conjunction with the Society, the School will supervise its Students during the Educational Experience at the Society; any onsite supervision at a Society Facility is governed by Section 3.2 below. The School will provide Faculty to effectively implement and oversee the Educational Experience.

- 1.2. The School Faculty will retain responsibility for planning, directing and evaluating the Students' learning experience. School Faculty will attend the Society's orientation for Educational Experience instructors as deemed necessary by the School and the Society.
- 1.3. In conjunction with the Society, the School will provide appropriate orientation to Students and Faculty regarding the Society's policies and procedures, as well as all applicable federal, state and local laws.
- 1.4. The School will inform Students that the Society requires them to be properly attired, at their own expense, before being allowed to participate in the Educational Experience.
- 1.5. The School will inform Students that the Society requires them to, at all times, wear an identification badge including their name and identifying the Student as a "Student of (School)".
- 1.6. The School will provide the Society a description of the goals of the Educational Experience for the Society's approval prior to beginning the learning experience. Implementation of the approved goals will be accomplished by the School in cooperation with the Society's Administrator or designated representative.
- 1.7. The School will provide the Society with a list of Students who are participating in the Educational Experience and the dates of each Student's participation in the program. The School recognizes the Society's right to limit the number of Students participating in Educational Experiences at the facility at any given time.
- 1.8. The School will inform its Faculty and Students that they are encouraged to carry their own health insurance and are responsible for carrying their own professional liability insurance (if professional liability insurance is not provided by the School.)
- 1.9. The School will maintain a record of Students' health examinations and current immunizations and shall obtain Student permission to submit data regarding their health status to the Society. The School will inform Students that the Society requires them, as a condition of their participation in the Educational Experience, to submit results of a health examination to the School to verify that no health problems exist which would jeopardize Student or Resident/Client welfare. The health examination shall include an update of required immunizations, including a Mantoux test. The School shall provide such results to the Society upon request pursuant to the written consent of the subject.
- 1.10. Participating Students and Faculty for programs involving direct contact with Society residents and/or clients must comply with Minnesota law, including Minnesota Statutes Chapter 245C, requiring criminal background studies ("direct contact" means providing face to face care, training, supervision, counseling, consultation or medical assistance to residents and/or clients.") For applicable Students, the School will be responsible for obtaining criminal background checks in accordance with Minnesota law, and the School will require all Faculty to have completed a criminal background study. The School will not assign a Student or Faculty member to the Society if his/her background study documents ineligibility to have direct contact with the Society's residents or clients under applicable law or regulations. If requested, the School will provide the Society with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

- 1.11. Solely for the purposes of defining the Students' and Faculty roles in relation to the disclosure of the Society's protected health information, the School Students and Faculty engaged in activities pursuant to this Agreement are members of the Society's workforce, as that term is defined in 45 CFR 160.103. The School Students and Faculty are not, and shall not be construed to be, employees of the Society.
- 1.12. The School shall cooperate with the Society in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. The School agrees to treat Society resident and client records in accordance with the HIPAA Privacy Regulations, and prior to their placement at the Society, the School agrees to instruct its Faculty and Students that the Society requires them to treat any and all records and resident information utilized during the Educational Experience as confidential and to not disclose them to others. The School shall obtain each Student's and Faculty member's signature on Exhibit A, HIPAA Compliance and Confidentiality Disclosure of Patient Information, and submit the original to the Society prior to a Student and/or Faculty member being allowed to participate in the Educational Experience. The School acknowledges that School's misuse of information found in and/or obtained from records covered by HIPAA may result in the termination of this Agreement and/or legal action.
- 1.13. The School shall inform its Students and Faculty that the Society requires them to complete training on the electronic medical record used by the Facility, if applicable, prior to the respective Student or Faculty participating in the Educational Experience. The Society will cooperate with School in facilitating such training.
- 1.14. The School shall provide information to Students and Faculty that they are not covered by Workman's Compensation for injuries received in the clinical setting and that Students and Faculty must assume expenses for their own medical care. The School shall inform Students that the School is self-insured for Worker's Compensation purposes and that such coverage extends only to School employees, not to Students.
- 1.15. If applicable, the School agrees that upon termination of this Agreement, for whatever reason, Students, Faculty and School will be required to return or destroy all PHI, if feasible, received from, or created or received by them on behalf of the Society which they maintain in any form, and retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

ARTICLE 2 SOCIETY COVENANTS

- 2.1. The Society shall be responsible for the safety and quality of care provided to its Residents/Clients by the Students who are participating in the Educational Experience program at Society facilities, provided Students follow all applicable Society policies, procedures and federal, state and local laws. Any onsite supervision of Students during an Educational Experience by Society personnel is governed by Section 3.2 below.

- 2.2. The Society will provide to the School, an adequate number of copies of the Society's policies, procedures and regulations, including its corporate compliance program, which regulate the Educational Experience at the Society, or shall make such information accessible to the School, a reasonable time before the beginning of the Educational Experience, which the School will distribute or make accessible to its Students and Faculty participating in the Educational Experience, in accordance with the School's obligations under Sections 1.3 and 3.6 herein
- 2.3. The Society assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of School Faculty and Students who are participating in the Educational Experience. The Society will permit School Faculty and Students who are participating to use the cafeteria on the same basis as Society employees.
- 2.4. When available, physical space such as conference rooms and classrooms of the Society may be used by School Students and Faculty who are participating in the Educational Experience.
- 2.5. Society withholds the right to remove any Student or Faculty member from the Educational Experience if the Society determines participation is not in the best interest of the Society, Residents/Clients or the Student or Faculty member. In non-emergency instances, the Society shall consult with the School before taking any action to terminate the participation of a Student or Faculty member.
- 2.6. The Society will maintain current accreditation and/or licensure, as applicable, by any appropriate and required accrediting and/or licensing body.

ARTICLE 3 MUTUAL COVENANTS

- 3.1 Educational Experience Program Design. School and Society will be jointly responsible for communications necessary regarding the planning, development, implementation and evaluation of the Educational Experience regarding changes in policy, areas of mutual need or concern and evaluation of the Educational Experience. School and Society assume joint responsibility for the orientation of School Faculty to Society policies and regulations before the School assigns its Faculty to a Society Facility.
- 3.2 Supervision of Students. The School and the Society shall mutually agree about who will supervise Students of the School are on site, participating in an Educational Experience. All School Faculty who are assigned to supervise Students at the Society will hold current, appropriate licensure and/or certification valid in the State of Minnesota or in the state where the Society Facility is located, if not in Minnesota. If School Faculty will not be supervising Students on site at the Society, the Society will provide as preceptors Society personnel to supervise Students during the Educational Experience. Society preceptors will hold appropriate licensure and/or certification valid in the State of Minnesota, or in the state where the Society Facility is located, if not in Minnesota.

3.3 Injury or Illness Notification and Treatment. Any School Faculty or Student who is injured or becomes ill while at the Society shall immediately report the injury or illness to the Society. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the Faculty or Student who receives the treatment and not the Society or the School.

3.4 Government Requirements.

3.4.1 Nondiscrimination. The Parties agree to comply with Title VII of the Civil Rights Act of 1964 and amendments thereto of Title VII of the Civil Rights Act of 1991, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212) as amended, Section 503 of the Rehabilitation Act of 1973 as amended (29 USC Chapter 16 Section 793), Executive Order 11246 as amended and CFR 41 Chapter 60 including all those parts which pertain to Equal Employment Opportunity and the Office of Federal Contract Compliance Programs and Affirmative Action. Parties furthermore represents and warrants that they are now, and will continue to be, in compliance with federal laws concerning Equal Employment Opportunity and any and all state or local laws regarding employment which are applicable in the state(s) and municipality(ies) in which services are furnished pursuant to this Agreement. The Society recognizes that it is the policy of the School 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. The Society agrees to adhere to this policy in implementing this Agreement.

3.4.2 Participation in government programs. Parties represent and warrant that they are not now subject to exclusion from any federal or state health care program and that no basis for such exclusion currently exists. Parties agree to advise the other Party immediately, in writing, if any state or federal government agency notifies the Party that it is taking action to revoke the Party's participation in any federal or state health care program, or if the same or substantially similar services as those furnished under this Agreement are the subject of inquiry, investigation or adverse action by any governmental agency.

3.4.3 Americans with Disabilities Act (ADA) Compliance. The Society agrees that in fulfilling the duties of this Agreement, the Society is responsible for complying with the Americans with Disabilities Act, 42 U.S.C Chapter 12101 et seq., and any regulations promulgated to the Act. The School 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.

3.5 Conduct in General. Students, Faculty and School agree to abide by applicable Society rules, regulations, policies and/or procedures, as well as the ethical standards of any applicable professional organization.

- 3.6 Compliance with Laws / Fraud and Abuse. The Parties will comply with all applicable federal and state laws, as well as applicable requirements of third party payers. Such parties represent that nothing contained in this Agreement is an offer, payment, solicitation or receipt of any remuneration in return for (i) the referral or an inducement of referral of any individual to any person for the furnishing or arranging for the furnishing of any item or service for which the payment may be made in whole or in part under government programs or (ii) purchasing, leasing or ordering of any goods, service or item for which payment may be made in whole or in part under government programs. Section 6032 of the Deficit Reduction Act of 2005 requires the Society to provide information on the Federal and applicable State False Claims Acts to its Contractors and Agents. Accordingly, there is information regarding these laws and Society policies intended to reduce and eliminate public health program fraud, waste and abuse on the Society's public web site at www.good-sam.com through the "Links" tab and then through the "Fraud and Abuse Prevention" tab.
- 3.7 Corporate Compliance Program. School, Students and Faculty acknowledge the existence of the Society's Corporate Compliance Program and will not knowingly act in contravention to it.
- 3.8 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. The School's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736 and other applicable laws.

ARTICLE 4 TERMS AND TERMINATION

- 4.1 Initial Term; Renewal Terms. This Agreement shall be effective for an initial term of one (1) year commencing on the date first set forth above, or when this Agreement is fully executed, whichever occurs later. The parties may agree to renew this Agreement for one (1) year terms thereafter for up to four (4) renewal terms, by executing a written addendum to this Agreement.
- 4.2 Termination Without Cause. This Agreement may be terminated at any time by either party, without cause, upon sixty (60) days' written notice to the other party. Students participating in a clinical experience shall be allowed to complete their experience or continue the experience until a suitable replacement experience is found.

ARTICLE 5 MISCELLANEOUS PROVISIONS

- 5.1 Relationship of the Parties. In making and performing this Agreement, the parties hereto act, and shall continue to act at all times while it is in effect, as independent contractors. Nothing contained in this Agreement shall be construed or implied to create a partnership or joint venture between the parties, nor shall either party be considered an agent or employee of the other party.
- 5.2 Assignment. This Agreement and the rights and obligations of either party hereunder may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld and shall be attached to and made part of this Agreement.

- 5.3 Entire Agreement; Modification. This Agreement, including each Addendum incorporated herein, embodies the entire understanding between the parties hereto relating to the subject matter hereof, and cannot be amended, altered, supplemented, modified, nor any provisions waived, except by a writing duly signed by the party(ies) affected.
- 5.4 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given upon actual delivery or three (3) business days subsequent to their mailing, by certified mail with return receipt requested and postage prepaid, addressed as follows:
- (a) If to the Society, to:
- (b) If to School, to:
- 5.5 Governing Law. This Agreement, and any amendments and supplements thereto, shall be governed by and construed in accordance with the laws of the State of Minnesota. If the Society's facility where the clinical experience will be conducted is located outside the State of Minnesota, this Agreement shall be governed by the laws of the State where the facility operates without giving effect to conflict of laws principles thereof. If the Society's Facility is located outside the State of Minnesota, this Agreement shall not be construed to deprive the State of Minnesota of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations applying to this Agreement or afforded to the State by Minnesota law.
- 5.6 Headings and Captions. The headings and captions of the Articles and Sections of this Agreement are inserted for the convenience of reference only, and shall not constitute a part hereof.
- 5.7 Severability. Each provision of this Agreement is intended to be severable. If any provision hereof is waived, illegal or invalid for any reason whatsoever, such event shall not affect the validity and enforceability of the remainder of this Agreement. The parties agree to attempt to achieve a comparable agreement to that expressed in any provision ruled illegal or invalid.
- 5.8 Financial Consideration. The School and the Society shall each bear their own costs associated with this Agreement and no payment is required by either the School or the Society to the other party.
- 5.9 State Audit. The books, records, documents and accounting practices of the Society relevant to this Agreement shall be subject to examination by the School and the Minnesota Legislative Auditor.

5.10 Data Privacy. The Society and the School must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the School in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Society in accordance with this Agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Society or the School. In the event the Society receives a request to release the data referred to in this clause, the Society must immediately notify the School. The School will give the Society 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. To the extent it meets the definition of “trade secret information” in Minnesota Statutes section 13.37, subdivision 1(b), the School agrees to treat business and operations information of the Society as nonpublic data.

5.11 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.

5.11.1. Commercial General Liability Insurance

The School will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subdv. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

The Society 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.

5.11.2. Professional Liability Insurance

The School 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.

The Society will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

5.11.3. Additional Conditions

An Umbrella or Excess Liability insurance policy may be used to supplement the Society’s policy limits to satisfy the full policy limits required by this Agreement.

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If the Society receives a cancellation notice from an insurance carrier affording coverage herein, the Society agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless the Society'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 School.

Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The School is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the School, not to students.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the day and year first above written.

Society

School

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**HIPAA (HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT)
COMPLIANCE AND CONFIDENTIALITY
AND DISCLOSURE OF PATIENT INFORMATION**

Student or Faculty member acknowledges that he/she may have access to confidential protected health information ("PHI"), including, but not limited to, the Society's Resident/Client identifying information. Student or Faculty member agrees that he/she:

- (a) will not use or further disclose PHI other than as permitted by this Agreement or required by law;
- (b) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored or acquired in any manner (e.g., paper, fiche, etc.) with which he/she may come into contact;
- (c) will use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law;
- (d) will report to the Society any unauthorized use or disclosure immediately upon becoming aware of it;
- (e) Acknowledges that unauthorized disclosure may give rise to irreparable injury to the Resident/Client or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against Student or Faculty member.

Dated this day of , 20 .

STUDENT

FACULTY

NAME: _____

DATE: _____
