

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

MEMORANDUM OF AGREEMENT

BETWEEN

[insert name of college/university]

AND

**HENNEPIN HEALTH CARE SYSTEM, INC.,
d/b/a HENNEPIN HEALTHCARE**

This Agreement is made and entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of [insert college/university name], located at [insert full address including city and zip code] (hereinafter “SCHOOL”), and HENNEPIN HEALTHCARE SYSTEM, INC., a public subsidiary corporation of Hennepin County, doing business as HENNEPIN HEALTHCARE, 701 Park Avenue, Minneapolis, Minnesota 55415, (hereinafter “HHS”).

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

RECITALS

WHEREAS, the SCHOOL is an educational institution seeking specialized training for its students in its Emergency Medical Services Program(s); 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 the SCHOOL; and

WHEREAS, the HHS has suitable clinical facilities for providing for the educational needs of the students enrolled in the Program(s) of the SCHOOL; and

WHEREAS, it is in the general interest of the HHS to assist in educating persons to be qualified or better qualified health care personnel; and

WHEREAS, the SCHOOL and the HHS are desirous of cooperating to furnish a clinical experience program for students enrolled in the Program(s) at the SCHOOL;

WHEREAS, HHS has demonstrated its training capabilities suitable to the needs of the SCHOOL; and

WHEREAS, the parties need to define their respective rights and responsibilities;

NOW, in consideration of the mutual undertakings and agreements set forth below, HHS and the SCHOOL agree as follows:

1. TERM OF THE AGREEMENT

This Agreement shall be in effect for a period of five (5) years commencing on [insert month, day], 202_ or the date the final signature is obtained, whichever occurs later.

2. PROGRAM

- a. The parties mutually agree that HHS shall provide a program of clinical education for the SCHOOL's students. The educational program shall be devised jointly by the SCHOOL and HHS's Administrator, or his or her appointed agent or agents, in such a manner as they shall agree to be practical within the guidelines and restrictions established in this Agreement. HHS may at its option provide additional educational opportunities with HHS or educational opportunities approved by its affiliate organizations, which may include educational opportunities in a public health setting in one or more of the public health clinics of Hennepin County Human Services Public Health Department. The SCHOOL's obligations as expressed herein run to those clinics, as well as to HHS.
- b. Student/Trainee Participants (hereinafter called "students")
- (1) Selection: The selection of students to participate in the program is at the joint discretion of the SCHOOL and HHS's Administrator or his or her appointed agent or agents, subject to the limitations set forth in this Agreement.
- (2) Number: At any time during the term of this Agreement, the SCHOOL may send students to HHS in such numbers as may be agreed upon from time to time by the SCHOOL and HHS's Administrator, or his or her appointed agent. The Administrator, or his or her agent, is expressly given power to limit the number of students accepted by HHS and may refuse to accept any of the SCHOOL's students, either individually or in total.
- (3) Status
- (a) Supervision by the SCHOOL: The students will be under the supervision of the SCHOOL's faculty member appointed for that purpose. The faculty member shall have primary responsibility for the education and conduct of the students, unless other arrangements for supervision are made pursuant to 2.b.(3)(b) or (c) below.
- (b) Observers: Special arrangements must be made in advance for HHS supervision if students under any program are to be observers only. Such students will not function in any capacity in assisting the HHS staff or others in providing care to patients or in performing any care-related duties. Such students shall be under the direct supervision of a HHS staff member.
- (c) HHS Preceptors: Arrangements must be made in advance for HHS supervision of any students who are not to be directly supervised by the SCHOOL's faculty. The HHS Administrator, or his or her appointed agent or agents, will appoint a preceptor for such student or students. Each preceptor shall have valid current licensure or certification in his/her field or specialty, as appropriate. A description of the specific duties and responsibilities of the HHS preceptor shall be maintained in each department.

c. SCHOOL's Responsibilities

Faculty Supervisor: The SCHOOL shall appoint a faculty supervisor from its staff for all students participating in this program.

The faculty supervisor has the primary responsibility of providing ongoing communication between HHS, as represented by HHS's Administrator or his or her appointed agent or agents, and the SCHOOL concerning the progress and problems of the program and the students involved in it.

Evaluation of the program and the students is the responsibility of the faculty supervisor. The HHS staff is expected to exercise its privilege of contributing comments and evaluations when pertinent to the improvement of the program and education of the students.

SCHOOL agrees and represents that it will require all students and faculty to have completed a criminal background study conducted in accordance with applicable law and regulations as a pre-condition to participation in the clinical experience. SCHOOL will not assign a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, School shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

d. HHS Responsibilities

- (1) HHS has ultimate responsibility for the quality of health care given to HHS patients. In order to effectively fulfill that duty, it is agreed that HHS 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, HHS shall consult with the SCHOOL before taking any action to terminate the participation of a student.
- (2) In order to carry out its responsibilities under the Agreement, HHS shall provide clinical resources and facilities as it shall deem appropriate.
- (3) The Preceptor will provide a written evaluation of the student's performance to the SCHOOL at the completion of the practicum experience.
- (4) HHS will permit the SCHOOL faculty and students to have access to HHS patient medical records, as needed, pursuant to this Agreement and in compliance with clause 4 of this Agreement.
- (5) HHS will permit the SCHOOL faculty and students to have access to the Health Sciences Library for educational purposes.
- (6) HHS will permit faculty and students to use the cafeteria on the same basis as hospital employees.
- (7) Emergency medical care is available at HHS for students. Students will be responsible for payment for all medical care charges.

e. Mutual Responsibilities

- (1) The SCHOOL and HHS assume joint responsibility for the orientation of the SCHOOL faculty to the HHS policies and regulations before the SCHOOL assigns its faculty to HHS.

HIPAA. Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the HHS's protected health information, the SCHOOL, and faculty engaged in activities pursuant to this Agreement are members of the HHS 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 HHS.

The SCHOOL shall cooperate with HHS 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. Prior to placement at HHS, the SCHOOL shall instruct its students and faculty to comply with HHS's policies and procedures governing the use and disclosure of individually identifiable health information.

- (2) Personnel of the SCHOOL and HHS will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include, but is not limited to:
 - a. Communication to familiarize HHS personnel with the SCHOOL's clinical experience program's philosophy, goals and curriculum;
 - b. Communication to familiarize the SCHOOL faculty with HHS's philosophy, policy and program expectations;
 - c. 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;
 - d. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - e. Communication to identify areas of mutual need or concern;
 - f. Communication to seek solutions to any problems which may arise in the clinical experience programs; and
 - g. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the SCHOOL's Allied health programs curriculum.

f. Expenses

- (1) All expenses incurred by students including, but not limited to, transportation, books and school supplies, shall be the responsibility of the person incurring the expense. HHS and SCHOOL shall have no responsibility for such expenses.
- (2) The SCHOOL shall ensure that all students shall have appropriate professional liability insurance before the students commence their clinical experience at HHS. Students participating in the clinical experience program shall be responsible for carrying their own professional liability insurance if it is not provided by the SCHOOL. SCHOOL is self-insured for workers' compensation purposes and any such coverage extends only to SCHOOL's employees, not to students.

3. LIABILITY AND INSURANCE

- a. 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 liability of the SCHOOL shall be governed by the provisions of the Minnesota Torts Claims Act, Minnesota Statutes Sections 3.732 and 3.736 et seq. and other applicable law. The liability of HHS shall be governed by the provisions of the Minnesota Municipal Tort Claims Act, Chapter 466, et seq. and other applicable law.
- b. 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

The SCHOOL will maintain Commercial General Liability insurance (or comparable coverage under a program of self-insurance) in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, Subd. 4, with limits not less than \$500,000.00 per person and \$1,500,000.00 per occurrence for bodily injury and property damage.

The Facility is subject to the terms and conditions of Minn. Stat. Chapter 466 and will maintain Commercial General Liability insurance (or comparable coverage under a program of self-insurance), with Tort Claims limits not less than \$500,000.00 per person and \$1,500,000.00 per occurrence for bodily injury and property damage.

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 \$1,500,000 each claim and \$3,000,000 aggregate.

The facility is subject to the terms and conditions of Minn. Stat. Chapter 466 and will maintain Professional Liability insurance (or comparable coverage under a program of self-insurance) covering itself and its employees, agents or assigns, with Tort Claims limits not less than \$500,000.00 per person and \$1,500,000.00 per occurrence for bodily injury and property damage.

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.

Additional Conditions:

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

Coverage afforded under these policies shall not be cancelled without at least thirty (30) days' advance written notice to the certificate holder.

Students are not state employees for purposes of Minnesota Statutes Sections 3.732 and 3.736 (Minnesota Torts Claims Act).

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.

4. DATA PRACTICES

All medical data collected, created, received, maintained, or disseminated for any purpose by the activities of any employee, staff, student, or agent of the SCHOOL because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, now in force or hereafter enacted, the Minnesota Rules implementing such Act now in force or hereafter adopted, as well as Federal regulations on data privacy, and all other Minnesota Statutes relating to the handling and maintenance of medical and health records. HHS 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 HHS 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 HHS or the SCHOOL.

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.

5. NON-DISCRIMINATION

The SCHOOL and HHS will comply with all applicable State and Federal laws and rules against discrimination.

6. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the SCHOOL, its officers, agents, employees, or students, as the agent, representative, or employee of HHS for any purpose or in any manner whatsoever. The SCHOOL is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The SCHOOL represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. It is agreed that any and all personnel of the SCHOOL or other persons, including SCHOOL students, while engaged in the performance of any services pursuant to this Agreement, shall have no contractual relationship with HHS and shall not be considered employees of HHS. Such personnel or other persons, including SCHOOL students, shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from HHS, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, tort liability indemnification, and PERA. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons, including students, shall in no way be the responsibility of HHS.

7. RECORDS - AVAILABILITY

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the SCHOOL agrees that the County, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the SCHOOL and involve transactions relating to this Agreement. Such materials shall be maintained and

such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

8. MERGER AND MODIFICATION

- a. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. Any material alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement, signed by the parties hereto.

9. CANCELLATION

Either the SCHOOL or HHS's Administrator may cancel this entire Agreement or any portion thereof with or without cause upon one hundred twenty (120) days' written notice delivered by mail or in person; provided, however, that at the time notice is given, any students participating in the program shall be allowed to complete the quarter or semester in which they are enrolled, unless terminated from participation in the program pursuant to 2.d.(1) above.

10. NOTICES

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent certified mail. Notices to HHS shall be sent to the HHS Administrator at the address given in the opening paragraph of this Agreement. Notice to the SCHOOL shall be sent to the SCHOOL's authorized representative as designated in paragraph A below, or his/her successor. All official notifications including but not limited to cancellation of this Agreement must be sent to the other party's authorized representative.

- A. The SCHOOL's authorized representative for the purpose of the administration of this Agreement is:

Name: _____
Title: _____
Address: _____
Telephone: _____
E-Mail: _____
Fax: _____

- B. HHS's authorized representative for the purpose of administration of this Agreement is:

Name: Contract Manager
Address: 701 Park Avenue
Minneapolis, MN 55415
Telephone: 612-873-2292

11. CONTRACT ADMINISTRATION

In order to coordinate the services of the SCHOOL with the activities of HHS so as to accomplish the purpose of this Agreement, the HHS Administrator or his/her appointed agent or agents shall administer this Agreement on behalf of HHS.

12. HEALTH REQUIREMENTS FOR PERSONS WORKING IN PATIENT CARE AREAS

HHS will not provide Tuberculin skin test or rubella, rubella, mumps or chickenpox screening or vaccinations to non-employees.

The SCHOOL shall verify that the all SCHOOL's employees/students coming to HHS have been administered a Tuberculin skin test and follow-up, as indicated, within six months (or one year if on a yearly testing program) prior to the employee's/student's start at HHS. Documentation shall be kept by SCHOOL at the SCHOOL site and available, if needed, for reference by HHS.

The SCHOOL is responsible for verifying that their employee/student has had Mumps, Rubella, Rubeola, Chickenpox and Hepatitis B screening and vaccination, as indicated. Vaccination should be done at least four weeks prior to the employee/student starting at HHS. Documentation shall be kept by SCHOOL at the SCHOOL site and available, if needed, for reference by HHS.

SCHOOL's employees/students with infectious diseases or any open or dripping lesions on their body must be evaluated in the HHS Employee Health Service (EHS). EHS will determine their ability to participate in their duties and counsel the employee/student on precautions to prevent the spread of nosocomial disease.

SCHOOL shall comply with all the applicable COVID-19 rules, policies, and directions. As between the parties, SCHOOL, or the students, shall be solely responsible for the cost of complying with the foregoing, including but not limited to the cost of vaccination, testing, validation/certification, and any additional obligations. The SCHOOL will inform students participating in the program of the facility's COVID-19 vaccination requirements.

13. ADA COMPLIANCE

HHS agrees that in fulfilling the duties of this Agreement, HHS 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, or other services covered by the ADA.

14. FINANCIAL CONSIDERATIONS

- a. The SCHOOL and HHS shall each bear their own costs associated with this Agreement and no payment is required by either the SCHOOL or HHS to the other party.
- b. HHS is not required to reimburse the SCHOOL faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.
- c. If applicable, any paid student experience program is between the student and the Facility, and is separate and not a part of the terms of this Agreement. Students are not a party to this agreement.

15. AMENDMENTS

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

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

HENNEPIN HEALTHCARE SYSTEM, INC.,
Doing business as HENNEPIN HEALTHCARE

By: _____

Printed Name: _____

Printed Title: _____

Date: _____

The SCHOOL represents that the person who executed this Agreement is authorized to do so on behalf of the SCHOOL.

Minnesota State Colleges and Universities

[insert college/university]

By: _____

Printed Name: _____

Printed Title: _____

Date: _____

By: _____

Printed Name: _____

Printed Title: _____

Date: _____