

**CENTRACARE HEALTH SYSTEM
AND
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

[Click or tap here to enter name of college/university text.](#)

EDUCATIONAL EXPERIENCE AGREEMENT

This Agreement is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of [Click or tap here to enter text.](#) (“**School**”) and CentraCare Health System d/b/a CentraCare Health, a Minnesota non-profit corporation (“**CentraCare**”). CentraCare, as used in this agreement, includes all entities currently owned, operated or managed by CentraCare, to include all entities which become affiliated with CentraCare following the effective date of this Agreement. CentraCare shall notify School in writing of any new or subsequently acquired CentraCare entity to be covered under this Agreement and the effective date of affiliation.

School has established a variety of healthcare related programs for qualified students preparing to enter careers in healthcare. It is in the general interest of CentraCare to assist in educating students to be qualified or better qualified to work in the healthcare field. School and CentraCare agree to work together to provide an educational experience at CentraCare for students in School’s programs. The parties therefore agree as follows:

1. **Educational Experience.** CentraCare and School agree to provide an effective educational experience for students of School within the guidelines and restrictions established by this agreement (“Educational Experience”). The number of students participating in the Educational Experience and the nature of their participation will be as agreed by CentraCare and School from time to time. CentraCare and School will each designate one or more persons to represent it in the operation of the Educational Experience. Such representatives shall confer from time to time as they deem necessary concerning the operation of the Educational Experience. At the request of either representative, School’s faculty member(s) and CentraCare staff member(s) involved in the Educational Experience will meet in person or over the phone to discuss the operation of the Educational Experience.
2. **Term.** The agreement will be effective on [**insert month, day,**] 202__or when fully executed by CentraCare and School, whichever occurs later and shall remain in effect until [**insert month, day, year**]. This Agreement may be terminated by either party upon 90 days written notice to the other party. Termination by CentraCare shall not become effective with respect to students then participating in the Educational Experience.
3. **School Responsibilities.** School will be responsible for:

- a. Planning, directing and evaluating the students' learning experience and evaluating in cooperation with CentraCare the students' performance in the Educational Experience.
- b. The School will supervise its students during the clinical experience program at the Facility, unless otherwise agreed to in writing by the parties. For nursing, the School will provide its nursing faculty to effectively implement the clinical experience program at the Facility. The School will provide at least one nursing faculty member for approximately every ten (10) students while the students are in the clinical experience program at the Facility. School faculty assigned will hold current R.N. licensure valid in the State of Minnesota.
- c. Providing CentraCare, at its request, with program outlines and objectives for the Educational Experience. Implementation of those objectives will be accomplished in cooperation with CentraCare's designated representative.
- d. Selecting students to participate in the Educational Experience.
- e. Assuring that each student and faculty member participating in the Educational Experience is in compliance with required health and patient safety standards attached as Exhibit 1. If requested, School shall provide the Facility with documentation pursuant to the written consent of the subject. This documentation will be available to CentraCare within 5 business days. The parties recognize CentraCare has the sole discretion and right to change Exhibit 1 based on CentraCare policy, industry changes or as patient care needs dictate. CentraCare will give as much written notice as reasonably practical given the situation necessitating the change.
- f. School will inform students and faculty that CentraCare requires, as a condition of participating in the Educational Experience that students and faculty sign a Drug & Alcohol Acknowledgement form and a Confidentiality Agreement form. Both forms are provided by CentraCare.
- g. Unless otherwise exempt as provided below, the School will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, or as a pre-condition to participation in the clinical experience. For individuals exempt from the Minnesota Statutes Chapter 245C Background Study Exemption (HLB-Licensed Individuals) in accordance with Minnesota Statutes section 144.057, subd. 1(b), the School will ensure that any individual participating in clinical activities who holds an active license from a Minnesota health-related licensing board (HLB), including Licensed Practical Nurses (LPNs), meets the background study duplication criteria. For individuals whose initial Minnesota LPN license was issued on or after January 1, 2018, the School shall verify active licensure through the [Minnesota Board of Nursing](#). Per [MDH guidance](#), an active license issued after this date serves as implied proof of a completed fingerprint-based background check under Section 214.075. In addition to the above background studies, In addition to the above background studies

the School will inform each student and faculty member of CentraCare's requirement to complete a National Sex Offender Registry and Health Care Sanctions All/FACIS Level 3/OIG background screening in advance of placement.

- h. Individuals licensed prior to January 1, 2018, who have not since undergone a Section 214.075 check (e.g., via reinstatement or interstate compact), are not exempt from Minnesota Statutes Chapter 245C, Human Services Background Studies.
 - i. The School will not assign a student or faculty member to CentraCare if their background study documents ineligibility to have direct contact with CentraCare's patients under applicable law or regulations.
 - j. Informing students of the CentraCare policies, procedures and rules applicable to the Educational Experience.
 - k. Informing its students that they are encouraged to carry health insurance.
 - l. School is accredited by the Higher Learning Commission.
4. **CentraCare Responsibilities.** CentraCare will be responsible for:
- a. The safety and quality of care provided to its patients by students participating in the Educational Experience.
 - b. Providing, without cost to School or School's students, the use of available clinical facilities and resources, including, but not limited to locker or other storage space for students for their coats, library resources, and lounge facilities.
 - c. Conducting an orientation to CentraCare for students related to policies, procedures, rules and regulations prior to the start of the Educational Experience.
 - d. Providing instructions to students concerning the care of patients of CentraCare, the operation of CentraCare, and student activities as they directly or indirectly affect the care of the patients of CentraCare and the operation of CentraCare.
 - e. Assisting in the evaluation of the performance of the students
 - f. Providing CentraCare staff members to serve as preceptors to students.
 - g. Providing emergency medical care for students. Charges for such care and obtaining and necessary follow-up care will be the responsibility of the student involved.
 - h. Complying with OSHA standards for the protection of students as workers of CentraCare from exposure to blood borne pathogens.
 - i. Maintaining current accreditation by the Joint Commission or any other appropriate or required accrediting body.
 - j. Arrange for the Complete National Sex Offender Registry and Health Care Sanctions All/FACIS Level 3/OIG background screening in advance of student placement.
 - k. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

CentraCare agrees that in fulfilling the duties of this Agreement, to the extent applicable to CentraCare, CentraCare is responsible for complying with the American 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.

- l. CentraCare will provide supervision of the School students on site by qualified CentraCare personnel for those programs that do not typically provide faculty and as agreed to in writing by the parties pursuant to Paragraph 3(b).

5. **Mutual Responsibilities.**

- a. **HIPAA.** Solely for the purposes of defining the students' roles in relation to the use and disclosure of CentraCare's patient's protected health information, School's students will be considered members of CentraCare's workforce, as that term is defined in 45 CFR 160.103. Students are not, and shall not be construed to be, employees of CentraCare. School acknowledges that CentraCare is a "Covered Entity" as that term is defined by HIPAA and that CentraCare is required to comply 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, as amended from time to time. Prior to placement at CentraCare, School shall instruct its students to comply with CentraCare's policies and procedures governing the use and disclosure of individually identifiable health information.
- b. **Nondiscrimination.** The parties agree they will prohibit discrimination and ensure equal opportunities in the Educational Experience 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 or regulations.
- c. Personnel of the School and CentraCare will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
 - i. Communication to familiarize CentraCare personnel with the clinical experience program's philosophy, goals and curriculum;
 - ii. Communication to familiarize the School with the Facility's philosophy, policy and program expectations;
 - iii. 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;

- iv. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
- v. Communication to identify areas of mutual need or concern;
- vi. Communication to seek solutions to any problems which may arise in the clinical experience programs; and
- vii. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the School's health care related programs curriculum.

6. **Emergency Medical Care and Infectious Disease Exposure.**

- a. Any emergency medical care available at CentraCare will be available to School's faculty and students. The School's faculty and students will be responsible for charges attributable to their individual emergency medical care.
- b. Any School faculty or students who are injured or become ill while at CentraCare shall immediately report the injury or illness to CentraCare and receive treatment, as needed and available, at CentraCare as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the School faculty or student who receives the treatment and not the responsibility of CentraCare or School.
- c. CentraCare shall follow, for the School faculty and students exposed to an infectious disease at CentraCare during the Educational Experience, the same policies and procedures CentraCare follows for its employees. Any costs incurred related to the exposure shall be paid by School faculty or student.
- d. The School faculty and students contracting an infectious disease during the period of time they are participating in the Educational Experience must report the fact to CentraCare and School. Before returning to CentraCare, such a faculty member or student must submit proof of recovery to CentraCare and School, if requested.

7. **Responsibility for CentraCare Patients.** CentraCare retains full responsibility for the quality of health care given to patients of CentraCare. CentraCare is responsible for the administrative and professional supervision of students to the extent that their presence at CentraCare affects, directly or indirectly, the care of patients of CentraCare. CentraCare has ultimate control over all persons involved in the Educational Experience and may terminate any student of School from participating in any patient care activities and services that may be part of the Educational Experience if CentraCare believes such patient's health is endangered by such participation and in all other (non-emergency) instances, CentraCare shall consult with School before taking any action terminate the participation of a student.

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.

9. **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.

a. **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, subd. 4.

CentraCare 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.

b. **Professional Liability Insurance**

The School will maintain Professional Liability insurance for participating students 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.

CentraCare 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.

c. **Additional Conditions:**

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

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

If CentraCare receives a cancellation notice from an insurance carrier affording coverage herein, CentraCare agrees to notify the School/ State of

Minnesota within five (5) business days with a copy of the cancellation notice, unless CentraCare'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.

10. **Financial Considerations.** CentraCare assumes no responsibility for the cost of meals, uniforms, housing, parking or health care needs of the students who are participating in the Educational Experience. School and CentraCare each shall bear their own costs associated with this agreement and no payment is required by either the School or CentraCare. CentraCare is not required to reimburse students for any services rendered to CentraCare or its patients/residents pursuant to this agreement. In the event CentraCare provides student(s) any paid clinical experiences, such paid experiences, including any employment, tax and other legal obligations (including but not limited to provision of worker's compensation insurance) are solely between CentraCare and the student(s). Such arrangements are separate and apart from this Agreement between the School and CentraCare.
11. **Data Privacy.** CentraCare recognizes that to the extent School is a Government Entity as that term is defined in Minnesota Statutes 13.02, this agreement is subject to the Minnesota Government Data Practices Act. In the event CentraCare receives a request to release data related to this agreement it will immediately and before releasing any data, contact School to discuss release of the data to the requesting party.

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.

12. **Relationship.** Nothing in the Agreement is intended or will be construed to constitute a partnership between, or joint venture by CentraCare and School or to constitute either CentraCare or School as the agent of the other. School faculty and students who participate in the Educational Experience are not employees of CentraCare. Employees of CentraCare who are involved in the Educational Experience are not employees of School.
13. **Notices.** All notices permitted or required to be given under this Agreement must be in writing and will be considered sufficiently made or given on the date of mailing if sent to the other party by certified, United States mail, addressed to it at the address set forth below, or to such other address as it will designate by written notice similarly given, to the other party:

If to School: Name:
Title:
Address:

Email:

If to CentraCare: Name: CentraCare Health System
Title: Attn: Education Department
Address: 1406 Sixth Avenue North
St. Cloud, MN 56303
Email: students@centracare.com

Copy Provided to: Name: Santo Cruz.
Title: SVP and Chief Legal Officer.
Address: 1406 6th Avenue N.
St. Cloud, MN 56303
Email: santo.cruz@centracare.com

14. **Use of Name.** Neither party will use the name or trademarks of the other party in any news release, publicity, advertising, endorsement, or commercial communication without the prior written approval of the other party. However, the existence and scope of the programs available via this Agreement may be made known to Students as a means of assistance in completing their training requirements.
15. **State Audit.** The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the School and the Legislative Auditor.
16. **General.** This agreement contains the entire agreement between the parties, superseding any and all prior oral or written agreements or understandings pertaining to the subject matter hereof. This agreement may be amended or modified only by a written instrument signed by both of the parties. No waiver of any breach or default will be deemed a waiver of any subsequent breach of default. This agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Minnesota.

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

**CENTRACARE HEALTH
SYSTEM**

**MINNESOTA STATE COLLEGES
AND UNIVERSITIES**

By: _____

Joy Plamann, DNP, MBA,
RN, BC

Its: Central EVP/COO, St. Cloud
Hospital President

Date: _____

By: _____

(Print)

Its:

Date: _____

As To Form and Execution:

By: _____

_____ (Print)

Date: _____

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
AND CENTRACARE HEALTH SYSTEM AGREEMENT**

EXHIBIT 1

1. Background Study:
 - Minnesota Department of Human Services (DHS) Background Study.
 - FACIS Level 3 (Health Care Sanctions – All)
 - National Sex Offender Registry

It is the responsibility of School to request the background study on behalf of the faculty or student.

2. Current AHA Basic Life Support Healthcare Provider card (for Educational Experiences that require this certification)
3. Documentation of one of the following:
 - A completed two-step Tuberculin Skin Test (TST), or
 - A tuberculosis blood test, such as QuantiFERON Gold or T-SPOT.
 - a. Two-Step TST Requirements:
 - The first TST must be completed within 90 days prior to the start of any Educational Experience and every 12 months after, in accordance with Minnesota Department of Health guidelines, or any time after that date but before the student’s Educational Experience or Faculty role at CentraCare begins
 - The second TST should be completed within 21 days of the first.
 - If a previous negative TST was completed within the past 12 months, it may be used in place of the second TST.
 - b. Alternative Option:
 - A QuantiFERON Gold or T-SPOT blood test may be submitted in place of the two-step TST.
 - c. Other Accepted Combinations:
 - Students/Faculty may submit proof of a prior two-step TST (from any time in the past), along with a new TST or blood test completed within 90 days of starting their observation experience, or any time after that date, as long as it is completed before the student’s Educational Experience or Faculty role at CentraCare begins.

d. Documentation Requirements:

All TSTs or blood tests must show:

- Negative results
- Dates administered and dates read (for TSTs)

e. If Student/Faculty has a positive TB test history:

- Submit a chest x-ray report dated after the positive test showing no active disease.
- Complete a TB Symptom Screening Form, which will be provided by CentraCare upon request.

4. Immunizations:

- Two documented MMR immunizations, or proof of immunity (titer)*
- Two documented chicken pox (varicella) immunizations, or proof of immunity (titer)*, or medical statement from healthcare provider of clinic visit when faculty or student was seen and diagnosed with Varicella or Zoster (shingles).*

Note: with a negative titer, CentraCare requires completion of the immunization series. The first immunization is given and then there is a waiting period of 28 days before the second vaccine can be administered. If both MMR and Varicella vaccines need to be completed, they must be done at the same time to avoid further delay.

- Three Hepatitis B vaccinations, two doses of the Heplisav-B vaccine, a positive titer, or a signed declination form.
- Proof of one Tdap vaccination after age 11

5. A signed Drug & Alcohol Acknowledgement form and a signed Confidentiality Agreement form (both forms are provided by CentraCare).