

EDUCATIONAL TRAINING AGREEMENT
[Non-Physician Training]

THIS EDUCATIONAL TRAINING AGREEMENT (“*Agreement*”) is made and entered into by and between the CommonSpirit Health affiliated entity(ies) identified in the Key Informational Terms below (each, a “***Training Site***”), and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of the educational institution identified in the Key Informational Terms below (“***School***”). Training Site and School (each a “***Party***” and collectively the “***Parties***”) agree as follows:

KEY INFORMATIONAL TERMS

A. Training Site(s).

CommonSpirit Health, a Colorado nonprofit corporation, on behalf of its affiliated hospitals and ancillary facilities located in the State(s) below

State(s) in which Training Site is located: <State> (“***State(s)***”)

B. Training Site Notice Address.

<Address>

Copy to: CommonSpirit Health Legal Team
198 Inverness Drive West
Englewood, CO 80112

C. Minnesota State Colleges and Universities

[insert college/university name]

D. School’s Notice Address.

*

E. Term. This Agreement commences on [insert month, day, year] * or the date the final signature is obtained whichever occurs later (the “***Effective Date***”) and expires on * (the “***Expiration Date***”). This Agreement will not extend beyond five (5) years from the Effective Date. No automatic renewal provisions are allowed.

F. Without Cause Termination. This Agreement may be terminated early by either party at any time upon one-year written notice to the other party. Termination by the Training Site shall not become effective with respect to Students then participating in the clinical experience program, who shall be allowed to complete the Field Experience subject to the other terms of this Agreement.

G. Parts. This Agreement is comprised of the following parts:

- (i) **Part I** Terms and Conditions.
- (ii) **Part II** Student Declaration of Responsibilities
- (iii) **Part III** Student-Employee Unpaid Educational Training Agreement

IN WITNESS WHEREOF, Training Site and School have caused this Agreement to be executed below.

TRAINING SITE(S)

**MINNESOTA STATE COLLEGES AND
UNIVERSITIES**

[insert college/university name]

Printed Name/Title:_____

Date:_____

Printed Name/Title:_____

Date:_____

As to Form and Execution:

Printed Name/Title:_____

Date:_____

Part I
EDUCATIONAL TRAINING AGREEMENT
TERMS AND CONDITIONS

1 GENERAL INFORMATION

1.1 Definitions.

(a) “Advanced Practice Provider Student(s)” or “APP Student(s)” means any Student undertaking an education and/or academic program to become a physician assistant, certified nurse practitioner, certified nurse midwife, certified registered nurse anesthetist, clinical nurse specialist, or other approved practitioner.

(b) “Field Experience” means the clinical or non-clinical experience under this Agreement so that a Student can fulfill an academic requirement.

(c) “Instructor(s)” shall mean an individual employed by or contracted with the School who is responsible for instructional learning and evaluation for the Student.

(d) “Medical Staff Rules” mean the bylaws, rules and regulations of the Medical Staff of the Training Site.

(e) “Preceptor(s)” shall mean an individual obtained by the School to supervise all instruction and Student activities for the Program(s) on location at the Training Site.

(f) “Primary Contact(s)” shall be the individual identified by the School and the individual identified by the Training Site to represent the School and the Training Site, respectively, under this Agreement.

(g) “Program(s)” means the various educational and/or academic programs under this Agreement.

(h) “Student(s)” means a student participating under this Agreement.

(i) “Training Site Rules” mean the bylaws, rules, regulations, guidelines and policies and procedures of Training Site, including without limitation any policies relating to patient privacy and usage of Training Site’s computer network.

1.2 Program under Jurisdiction of School. School provides and conducts various Programs for its Students, which Program(s) require Field Experience. Any Program that is covered under this Agreement is an education Program of the School and not of the Training Site. Accordingly, any Student and/or Instructor participating in the Program shall at all times be under the exclusive jurisdiction of the School as set forth herein. Notwithstanding the foregoing, the time, place and subject matter of all educational activities hereunder, including any plans for such activities, shall be subject to the approval of the Training Site. School will inform students that as a condition of participating in the Field Experience the Training Site requires each Student will do nothing detrimental to the Training Site patients, and that each Student observes and complies with the rules and regulations of the Training Site as more specifically set forth herein.

1.3 Primary Contacts. School and each Training Site shall designate a Primary Contact and an alternate, respectively, who shall coordinate with each other in the planning, development, implementation and coordination of the Program(s) to be provided to the Students. There will be ongoing communication and periodic evaluation between the Parties relating to changes or issues involving staff, curriculum, policies and/or procedures.

1.4 Documentation of Program(s). The School’s Primary Contact shall determine in advance with the Training Site’s Primary Contact from time to time during the term of this Agreement as to which Program(s) provided by the School are included under this Agreement. Such information shall be separately documented by both the School and the Training Site.

1.5 Preliminary Information. Once it is determined among the Parties as to which Program(s) shall be conducted at Training Site, the School and the Training Site shall agree before the beginning of that particular Field Experience upon the following: the location(s) and/or the clinical care unit(s) where the training will occur; the number and identity of the Student(s) participating in the training for the particular Program; and the period of time for each Student's training, including without limitation the date of arrival and the date of completion. Such information shall be separately documented by both the School and the Training Site.

1.6 Right of Refusal. Training Site shall have the right to refuse any Student for any reason unless such refusal is prohibited by law.

1.7 Supervision. School will supervise its students during the clinical experience program at the Training Site, unless otherwise agreed to in writing by the parties. School shall maintain supervision over the Program(s) (including all grading); however, Training Site shall provide appropriate Field Experience.

1.8 Cooperation and Coordination with Training Site.

(a) In order to assure the effectiveness of each Program, School and Training Site will communicate in planning, implementing and evaluation of the Program. The communication may include but not be limited to:

- i. Communication to familiarize Training Site personnel with the clinical experience program's philosophy, goals and curriculum;
- ii. Communication to familiarize the School faculty with the Training Site'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 nursing curriculum of the School.

(b) School and Training Site shall also consult with each other with respect to a Student evaluation process pertaining to the Field Experience.

(c) School and Training Site shall in addition cooperate to ensure a positive learning environment for all Students, monitor the learning environment and engage each other in addressing negative influences when detected. Further, School and Training Site shall cooperate so that each Student assumes progressively an increase in Field Experience according to that Student's level of education, ability and experience, with School determining the appropriate level of Field Experience.

(d) Notwithstanding the foregoing, each Party shall be responsible for specific elements of the Program(s) as set forth herein.

1.9 Instructors/Preceptors.

(a) School is responsible for obtaining Instructors to supervise instructional learning and evaluation for the Student. Instructors shall be on location at Training Site, unless otherwise agreed to in writing. If School has obtained a Preceptor to supervise Students, School shall be responsible for all arrangements with Instructors. Instructors on location shall be required to comply with Training Site Rules.

(b) School is responsible for obtaining all Preceptors to supervise all instruction and Student activities for the Program(s) on location at Training Site. Preceptors must be pre-authorized by Training Site, and shall be required to comply with Training Site Rules.

(c) Training Site shall provide an adequate number of qualified personnel to supervise any particular course(s) requiring Preceptor(s), and Training Site shall retain ultimate responsibility for care provided to patient(s) while the Student participates in the Field Experience, including ensuring that all appropriate patient consents to have a Student participate in the patient's care are obtained.

1.10 Advanced Practice Provider Students.

(a) School shall comply and shall inform the student the Training Site requires as a condition of participating, that each APP Student to comply, with the Training Site Rules and the Medical Staff Rules.

(b) APP Students are not afforded rights of fair hearing or peer review pursuant to the Medical Staff Rules or Training Site Rules.

(c) Preceptors for APP Students shall ensure that the number of APP Students precepted is safe and in alignment with all applicable Laws (as defined in Section 2.1 below).

(d) Preceptors for APP Students shall be responsible for patient care and shall ensure that all appropriate patient consents are obtained.

2 GENERAL COMPLIANCE WITH LAWS AND STANDARDS

2.1 General Compliance. The School acknowledges that Training Site conducts its operations and activities, to the extent applicable to the Program(s), pursuant to: (a) the Statement of Common Values, as adopted by Dignity Community Care, when Student participates in Field Experience at a Dignity Community Care Training Site ("Statement"), and the Ethical and Religious Directives for Catholic Health Services, as adopted by the United States Conference of Catholic Bishops when Student(s) participate in Field Experience at any other CommonSpirit Health Training Site ("Directives"). School acknowledges that Training Site requires that the Students perform the services contemplated by the Agreement in a manner consistent with the (i) "Statement" and "Directives," as applicable; and (ii) CommonSpirit Health's Standards of Conduct; (iii) all applicable federal, state and local laws, rules and regulations ("Laws"); (iv) the Training Site Rules; and (v) the Medical Staff Rules. A copy of the Statement and/or Directives and/or the Standards of Conduct may be obtained from Training Site's administration. The School must also comply with CommonSpirit Health's Standards of Conduct.

2.2 Notwithstanding the foregoing, this Agreement does not, and shall not be construed to, require the School to comply with the Statement or the Directives or any policies, procedure, regulations, or directives of the Training Site that are based on the Statement or the Directives. If compliance by the Students with the CommonSpirit's Statement or the Directives conflicts with the policies or procedures of the School, or the laws that govern the School's operations, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the Parties cannot resolve the conflict, either Party may terminate this Agreement immediately upon written notice to the other Party.

2.3 Non-Discrimination.

(a) The Parties agree that Student(s) participating in the Program at Training Site pursuant to this Agreement shall be selected without unlawful discrimination on account of any status protected under Law.

(b) The Parties further agree that Training Site, School or each Student participating in the Program shall not unlawfully discriminate against any patient or any other person on account of any status protected under Law.

3 SCHOOL'S RESPONSIBILITIES

3.1 Accreditation. School shall maintain accreditation(s) appropriate and applicable for its location and the Program(s) it offers, if applicable, including without limitation: The School, which is accredited by the

Higher Learning Commission, is responsible for offering one or more of the following programs: a Practical Nursing Program; a Nursing Assistant Program; an Associate Degree Program in Nursing; a Baccalaureate Program in Nursing; a Baccalaureate Program for Registered Nurses; and/or a Nurse Refresher Program and other allied health programs as applicable.. Each program shall be: 1) approved by the Minnesota Board of Nursing; and or 2) approved by the Minnesota Department of Health, and or, 3) if applicable, by another required accreditation body.

(a) Regional or National Institutional accreditation by a U.S. accrediting body recognized by the United States Department of Education and authorized to grant institutional accreditation.

(b) Programmatic accreditation, if appropriate and applicable, by a U.S. accrediting body appropriate to the profession and/or health care specialty for each Program.

(i) If requested by Training Site, School shall deliver each year to the Training Site Primary Contact an electronic copy of School's annual report as filed with its programmatic accreditor, and shall do so no later than forty-five (45) days after School's due date for filing said annual report.

(ii) School shall inform the Training Site Primary Contact of any changes in approval status, citations, sanctions, directives to suspend, limit or cease future enrollments, directives to improve or the assignment of progress reports within forty-five (45) days of School's notice from the accreditor.

(c) School shall provide appropriate and applicable State licensing and credentials of its entities and employees, as applicable, upon Training Site's request, and furnish additional evidence of such accreditation, licensing and/or credentials.

3.2 Student Contact Information. School shall complete and send to the Training Site Primary Contact information for each Student enrolled in the Program(s), which shall include the student's name, address and telephone number prior to the beginning of the planned Field Experience. Training Site shall regard this information as confidential in accordance with applicable law. Training Site may also implement and require an online registration system, which School and/or Student(s) may use to enter the above and additional information including without limitation email address, job experience, credentials and attestation. School may incur a charge, payable to Training Site or the online registration vendor, for Student access to the online registration system.

3.3 Schedule of Assignments. School shall notify the Training Site Primary Contact of its requested schedule of Student assignments and/or any changes in Student assignments, including the name of the Student, level of academic preparation, date of arrival, and length and dates of the Field Experience not less than thirty (30) days prior to the planned Field Experience. This schedule shall be subject to Training Site's approval, which approval shall not be unreasonably withheld.

3.4 Approval and Qualification. Only Students who have satisfactorily completed the pre-Field Experience didactic portion of the Program, which is prerequisite to the Field Experience, shall participate in the Field Experience. The number of Students to participate in the Field Experience at any one time is subject to Training Site's prior written approval.

3.5 Planning and Educational Objectives. School shall plan the educational Program(s), and shall provide to the Training Site Primary Contact a copy of the Program(s) and/or unit-specific learning and/or performance objectives and skills checklist and other documentation as appropriate for the training upon request.

3.6 Records. School shall maintain all attendance and academic records and reports of the Student(s) participating in the Program(s), in accordance with all legal requirements.

3.7 Health Policy for Students. School shall provide to Training Site Primary Contact, not less than thirty (30) days prior to a Student's at the Training Site, verification via Training Site's online registration process that such Student and/or Instructor meets all health and immunization requirements in accordance with Training Site Rules prior to the Field Experience. School will inform students that as a condition of participation in the Field Experience program at Training Site, Students will be required to arrange for and submit to drug screening Testing (within thirty (30) days prior to the student's initial Field Experience at Training Site).

Student, not the School, will be responsible for providing the verification of the test result(s) to Training Site. Training Site is not financially responsible for providing health or drug screening services/tests for Students. Student files relating to health shall be available for Training Site to audit at any time, pursuant to the written consent of the subject.

3.8 Background Checks.

(d) For each Student eighteen years (18) years of age or older and Instructor who will be in location at Training Site, School represents and warrants that it will have completed, through an independent entity, a successful background screening on each Student in accordance with CommonSpirit Health Human Resources Background Administrative Policy A-008 and the applicable procedures and screening guidelines (collectively, “**Background Policy**”), which will be provided in advance of Students beginning Field Experiences. School shall notify Training Site of any negative background information identified related to any Student for Training Site’s review prior to commencement of any Field Experience. Training Site is not financially responsible for the background check. The School represents that it will require all Students and Faculty to have completed a 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 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.

(e) School will inform students that as a condition of participation in the Field Experience program at Training Site that each Student less than eighteen (18) years of age, prior to Student’s participation in the Field Experience, Student will obtain, a recommendation from a reliable, non-related source (e.g., teacher, counselor, or pastor). These Student recommendations shall be made available by the Student to maintain Student files, and for Training Site to audit at any time pursuant to the written consent of the subject.

3.9 Required Documentation.

(f) School shall provide to the Training Site Primary Contact, no less than thirty (30) days prior to a Student’s and/or Instructor’s arrival at the Training Site, a verification of compliance of School’s obligations relating to the background check and health and drug screening requirements as outlined in this Agreement via Training Site’s online registration process.

(g) School shall ensure that each Student has complied with such other requirements upon request of Training Site, and has submitted documentation of such compliance, pursuant to the written consent of the subject. Such documentation shall include without limitation that each Student has completed a Confidentiality Statement via Training Site’s online registration process, the Student Declaration of Responsibilities attached hereto as Part II outlining the Student’s responsibilities prior to the commencement of Student’s Field Experience at the Training Site (NOTE: If Student is also an existing employee of Training Site and the Student performs the Field Experience at the same time as performing work for Training Site, Student shall not be required to sign Part II; instead, such Student shall sign Part III, and such Student’s relationship with Training Site shall be governed by Student’s employment relationship with Training Site).

3.10 Student Responsibilities. School shall inform students that as a condition of participation in the Field Experience program at Training Site, that Students will be required by the Training Site to:

- (a) Follow the Training Site Rules, including the Training Site’s dress code.
- (b) Arrange for Student’s own support, maintenance, transportation and living arrangements when not provided by School.
- (c) Assume responsibility for care for the Student’s personal illness, all necessary immunizations, and health and drug screening tests as required by Training Site.

- (d) Maintain confidentiality of patient information, as more fully set forth in Article 8 below.
- (e) Wear photo ID name badges identifying as a Student of the School.
- (f) Attend and complete orientation at the Training Site, or other designated location and/or means, provided by Training Site prior to Student assignment at Training Site.
- (g) Notify Training Site management immediately of any perceived or suspected violation of any law or Training Site Rule.
- (h) Sign the Confidentiality Statement via Training Site's online registration process, and the Student Declaration of Responsibilities attached hereto as Part II.

4 TRAINING SITE'S RESPONSIBILITIES

4.1 Access to Training Site. Training Site shall permit only authorized Students enrolled in the Program(s) access to the Training Site as appropriate and necessary for the Program(s), including classroom and conference room space when available, provided that the Student(s) shall not interfere with the Training Site's regular activities.

4.2 Education Opportunities. Training Site shall provide opportunities to each Student to enable Student to acquire clinical and/or non-clinical experience as required by the applicable Program, but only to the extent that the existing facilities and varying patient census of Training Site permit. Training Site shall also permit designated Training Site personnel to participate with the Instructors and/or Preceptors in the training of the Students at Training Site, provided such participation does not interfere with the service commitments of Training Site personnel.

4.3 Accreditation. Training Site shall conform to the requirements of the appropriate accreditation agency overseeing the Program(s). The Training Site will maintain current accreditation by The Joint Commission or any other appropriate and required accrediting body. Upon request, Training Site shall permit the appropriate accreditation agency to make site visits to the Training Site to verify the instructional and clinical/non-clinical experience of the School's Students.

4.4 Required Training. Training Site shall provide each Student training and education (OSHA approved, where applicable) on the following prior to participating in the Field Experience: (a) training in blood and body fluid standard precautions consistent with the U.S. Centers for Disease Control and Prevention Guidelines; (b) universal precautions and infection control; (c) body mechanics; (d) electrical, fire safety and disaster safety; (e) patient confidentiality; (f) ethics in work training; and (g) any other training identified by the Training Site.

4.5 Emergency Health Care/First Aid. Training Site shall, on any day when Student is participating in training at Training Site, provide to Student necessary emergency health care or first aid for accidents or conditions arising out of or in the course of said Student's participation in the Program at Training Site; Training Site will indemnify Student for medical payments incurred as a result of accidents occurring within the scope of Student's duties during the Field Experience in accordance with all limitations and conditions in Training Site's commercial general liability coverage. Except as provided regarding such emergencies, Training Site shall have no obligation to furnish medical or surgical care to any Student, and Students will be financially responsible for all such care rendered in the same manner as any other patient.

5 STATUS OF STUDENTS

5.1 Non-employment Status. It is expressly agreed and understood by School and Training Site that Students under this Program(s) are in attendance for educational purposes, and such Students (and Instructors) are not considered employees of Training Site for any purpose, including without limitation compensation for services, employee welfare and pension benefits, or workers' compensation insurance. Accordingly, School will ensure all Students understand that they are trainees, and thus that they shall not be used to treat patients in lieu of trained professionals employed or contracted with Training Site. Further, all Students shall perform patient services only

when under appropriate supervision of a qualified professional, which supervision shall be coordinated by Training Site and School.

5.2 No Compensation. The Program(s) under this Agreement shall be conducted without payment of any monetary consideration by School or Training Site to the other, or by or to any Student participating in the Program(s), and School shall ensure that all Students understand that Students will not be compensated in their trainee roles.

5.3 Training Site-Employee Students.

(a) Notwithstanding Section 5.1 above, should a Student also be a current employee of Training Site (“**Student-Employee**”), any Field Experience of that Student-Employee shall be separate and apart from all paid working hours as an employee of Training Site, and such Student-Employee shall sign Part III. If possible, any Field Experience of that Student-Employee shall occur at a facility other than the Training Site where the Student-Employee is an employee. In this case, the Student-Employee shall not be considered an employee of the facility where the Student-Employee participates in the Field Experience and shall receive no compensation as set forth in Sections 5.1 and 5.2 above.

(b) In the event that the Student-Employee performs the Field Experience at Training Site where Student-Employee is employed, and at the same time as performing work for Training Site, Training Site’s relationship with Student shall be that of employer-employee for employment purposes, including without limitation compensation, benefits, provision of patient services and compliance with Training Site Rules. Notwithstanding the foregoing, such a Student-Employee shall receive no compensation while purely participating in the Field Experience, and shall merely be able to obtain education credit while performing work for Training Site when such work is purely as part of the Field Experience.

6 LIABILITY AND INSURANCE

6.1 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.

6.2 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.** School will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4 for bodily injury and property damage.

Training Site 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.** 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. Training Site 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.

6.3 Additional Conditions: An Umbrella or Excess Liability insurance policy may be used to supplement the Training Site’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 Training Site receives a cancellation notice from an insurance carrier affording coverage herein, Training Site agrees to notify the School and State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Training Site'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.

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

6.5 Survival. The terms of this Article 6 shall survive the expiration or termination of this Agreement.

7 TERM AND TERMINATION

7.1 Termination Without Cause. Each Party may terminate this Agreement without cause, expense, or penalty effective upon expiration of the number of days' prior written notice set forth in Section F of the Key Informational Terms above.

7.2 Termination Upon Breach. Each Party may terminate this Agreement upon any breach by the other Party if such breach is not cured to the satisfaction of the non-breaching Party within ten (10) days after written notice of such breach is given by the non-breaching Party.

7.3 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued and remain unsatisfied prior to the date of termination or expiration, and those rights and obligations that expressly survive termination or expiration of this Agreement. Such termination or expiration shall not take effect, however, with regard to any Student already assigned to participate in the Program at Training Site until that Student has completed training for which the Student is assigned, unless such completion would cause an undue financial or operational hardship on the Training Site or the unit in which Student is assigned ceases to operate.

7.4 Termination of Individual Student. Notwithstanding anything in this Agreement to the contrary, Training Site may request School to withdraw from the Program(s) any Student at Training Site whom Training Site determines is not performing satisfactorily, or who refuses to follow Training Site Rules, or violates Laws. In addition, Training Site may suspend immediately from participation in the Program at Training Site any Student who, in the sole judgment and discretion of Training Site, engages in conduct or attitude that threatens the health, safety or welfare of any person, or the confidentiality of any information relating to a patient; School shall comply with any such request immediately, unless the Training Site agrees to a longer period of time. The procedures referred to in this Section are separate from any procedures of School relating to the Student's continued participation in Program at School.

7.5 Termination of Student-Employees. Notwithstanding Section 7.4 above or any other contrary provision in this Agreement, Training Site's relationship with a Student-Employee for employment purposes shall be that of employer-employee, including without limitation termination.

7.6 Destruction of Training Site. In the event that Training Site is partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the Training Site unable to provide the Field Experience, this Agreement shall be suspended until such time as Training Site determines that the premises or the facilities shall again permit the Training Site to be able to provide the Field Experience.

8 DATA PRIVACY

8.1 General Confidentiality. The Training Site and 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 contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Training Site in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Training Site or the School. In the

event the Training Site receives a request to release the data referred to in this clause, the Training Site must immediately notify the School. The School will give the Training Site 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.

8.2 Patient Health Information. Students, Instructors and Preceptors may receive or acquire from Training Site “protected health information” (“**PHI**”) as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively “**HIPAA**”). School agrees that all PHI acquired as a result of Students’ training at Training Site is confidential, and that Students, Instructors and Preceptors are prohibited from using and/or disclosing that information to any person or persons not involved in the care or treatment of the patients, or in the performance of administrative responsibilities at Training Site. All PHI obtained, generated or encountered relating to the training shall at all times be and remain the property of Training Site.

8.3 Confidentiality Training/Workforce. School represents to Training Site that each Student has received appropriate training in the Student’s duty to maintain the confidentiality of PHI and Training Site information at all times, and to comply with all Laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and applicable State Law. Training Site reserves the right to provide appropriate confidentiality training to the Students, and to designate the Students and/or Instructors/Preceptors as members of the Training Site’s workforce, as defined by HIPAA.

8.4 Patient Authorization. No Training Site PHI may be disclosed to or shared with School or Instructors not on location (or any other of School’s employees or agents not participating as Preceptors) during the course of the Program(s) unless Training Site has received express written patient authorization. Training Site shall reasonably assist School in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students shall use only de-identified information (as defined by HIPAA) in any discussion with School or Instructors not on location (or School’s employees or agents not participating as Preceptors).

8.5 Cameras/Recording Devices. Students and Instructors/Preceptors shall not be permitted to use any cameras or recording devices at Training Site.

8.6 Effect of Termination of Agreement on PHI. Upon the termination of this Agreement for any reason, School shall use its best efforts to return to Training Site or to destroy all written and electronic PHI received or acquired from Training Site. For example, such efforts may include destruction by shredding of Students’ essays or papers containing PHI and destruction by shredding of any Student notes containing PHI.

8.7 Notice of Breach of Confidentiality. If School becomes aware of the unauthorized use or disclosure of PHI, School shall promptly and fully notify Training Site of all facts known to it concerning such unauthorized use or disclosure within twenty-four (24) hours of learning of such unauthorized use or disclosure.

8.8 Remedies of Breach. School agrees that, if it breaches this Section 8 on Data Privacy, Training Site may immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Training Site shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this Section 8 by School.

8.9 Survival. The terms of this Section 8 shall survive the expiration or termination of this Agreement.

9 GENERAL PROVISIONS

9.1 Assignment; Binding on Successors. School may not assign its rights or delegate its duties without the express written approval of the Training Site, which shall not be unreasonably withheld. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.

9.2 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures submitted via facsimile or electronic means (including by means of scanned portable document format (PDF) or, as permitted in accordance with the Parties' policies and procedures, by an electronic signature method shall be deemed original signatures of the Parties and shall be valid and binding upon the Parties. Amendments to this Agreement may be similarly executed pursuant to this Section.

9.3 Dispute Resolution. In the event of any dispute or claim arising out of or related to this Agreement (each, a "**Dispute**") the Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party (the "**Dispute Notice**"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties.

9.4 Entire Agreement/Amendment. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, or discussions between the Parties with respect to such subject matter. This Agreement may be amended only by mutual agreement set forth in writing, signed and dated by the Parties.

9.5 Governing Law. This Agreement shall be construed and governed by the laws of the State of Minnesota applicable to agreements made and to be performed wholly within that state irrespective of such state's choice-of-law principles. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9.6 Independent Contractor. The Parties shall at all times be independent contractors in performing under this Agreement.

9.7 Notices. Notices under this Agreement shall be given in writing and delivered by either: (a) personal delivery, in which case such notice shall be deemed given on the date of delivery; (b) next business day courier service (e.g., FedEx, UPS, or similar service), in which case such notice shall be deemed given on the business day following the date of deposit with the courier service; or (c) U.S. mail, first class, postage prepaid, registered or certified, return receipt requested, in which case such notice shall be deemed given on the third business day following the date of deposit with the United States Postal Service. Notices shall be delivered to the notice addresses set forth in the Key Informational Terms above.

9.8 Referrals. Nothing in this Agreement or in any other written or oral agreement between Training Site and School contemplates or requires the admission or referral of any patients or business to Training Site or any affiliate of Training Site.

9.9 Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

9.10 Third Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

9.11 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of such provision or any other provision. Any waiver granted by a Party must be in writing and shall apply solely to the specific instance expressly stated.

10 STATE SPECIFIC PROVISIONS

10.1 California Title 22 Compliance. If Training Site is an acute care hospital located in California only: without limiting the obligations of School, Training Site shall retain administrative responsibility for its operation, as required by Title 22, California Code of Regulations, Section 70713.

10.2 Colorado Workers' Compensation Requirement. If Training Site is located in Colorado only:

(c) Consistent with Colorado Revised Statutes §8-40-302(7), School shall provide workers' compensation coverage as may be applicable for the Students, unless otherwise agreed to be the Parties. Notwithstanding the foregoing, the parties agree the School shall not be required to provided workers' Compensation coverage for students for Training Site located in Colorado.

(d) School, by reason of its respective state Laws, cannot provide workers' compensation coverage for students. The School and Training Site agree to make other arrangements consistent with Colorado state Law, and Section 10.2(a) shall not apply. For purposes of this Agreement, Training Site shall provide workers' compensation coverage for Students at no cost to the Student or the School, and verification of such coverage shall be provided by Training Site to School, upon request.

(e) School is a governmental entity of the State of Minnesota and subject to such coverage provisions as may be required by Law.

10.3 Other State Requirements. The Parties must address and adhere to any other applicable State specific requirements as applicable, and in accordance with this Agreement.

Part II
EDUCATIONAL TRAINING AGREEMENT
STUDENT DECLARATION OF RESPONSIBILITIES

I, _____, hereby represent and agree that:
(Student Name)

1. I am eighteen (18) years of age or older, or my parent has reviewed this contract and agrees by signing below.
2. I am a student enrolled in the _____ program (“**Program**”) of _____ (“**School**”), and as such I am participating in the School’s clinical and/or non-clinical rotation and experience program (“**Field Experience**”) at _____ (“**Training Site**”).
3. I agree to comply with all applicable Training Site policies and procedures, and such other requirements and restrictions as may be mutually specified and agreed upon by the Training Site Primary Contact and the School. I further agree to comply with the Ethical and Religious Directives for Catholic Health Facilities or the Statement of Common Values, as applicable to the Training Site.
4. I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the Field Experience, and that I am responsible for my own transportation to and from the Training Site.
5. I understand and agree that I am responsible for my own medical care needs, and that I am fully responsible for all costs related to general medical or emergency care. Notwithstanding, I understand that Training Site will provide access to emergency medical or first aid treatment if I sustain an injury while functioning in the formal capacity of Student during the Field Experience, and that Training Site will indemnify me for medical payments incurred as a result of accidents occurring within the scope of my duties during the Field Experience in accordance with all limitations and conditions in Training Site’s commercial general liability coverage.
6. **If School does not secure Student professional liability insurance**, I understand that Training Site requires as a condition for participation in the Field Experience that I secure and maintain malpractice insurance in amounts not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. I further understand that said insurance must be maintained in effect so long as I remain a participant in the Field Experience and for at least three (3) years following the termination of the Field Experience, unless said insurance provides coverage on an occurrence basis. I also understand that such insurance must be acceptable to Training Site, and must cover all acts, omissions or commissions by me (the Student). I further agree to provide Training Site with a certificate evidencing such insurance upon request.
7. I acknowledge that I will receive academic credit for the Field Experience provided at Training Site, and that I will not be considered an employee of Training Site or School, nor shall I receive compensation from either Training Site or the School while participating in the Field Experience. I further acknowledge that I am neither eligible for nor entitled to workers’ compensation benefits under any Training Site’s or School’s coverage based upon my participation in the Program, however if Training Site is in Colorado, Training Site shall provide workers’ compensation coverage for Students at no cost to the Student or the School, and verification of such coverage shall be provided by Training Site to School, upon request.
8. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program, and that no Training Site is under an obligation to hire me upon the completion of the Program.
9. I agree to sign a confidentiality agreement via the Training Site online registration process, and to maintain the confidentiality of any patient information I have access to or learn while I am participating in the Field Experience. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among any health care professionals are considered privileged and should be treated with utmost confidentiality. I further understand that, if it is determined that

a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.

10. I acknowledge that I am not permitted to use any cameras or recording devices in Training Site.
11. I agree to respond promptly to all directions given to me by Training Site staff, including any requests to leave any area, immediately.
12. I understand that a Training Site may suspend my right to participate in the Field Experience if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any person or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that the final decision regarding my continued participation in the Program at the Training Site is vested solely in that Training Site.
13. I agree that I shall not unlawfully discriminate against any patient or any other person on account of any legally protected status.
14. I further understand that a Training Site has the right to suspend use of its facilities in connection with this Program should its facilities be partially damaged or destroyed and such damage is sufficient to render the facilities unusable for their purpose while not entirely or substantially destroyed.
15. I understand that Training Site may provide a storage area for me to use for my personal belongings, but that Training Site does not assume any responsibility for my personal belongings.
16. I agree to cooperate with School so that School may obtain and share with Training Site the results of a criminal background check on me, or, if instructed by School, I agree to obtain, at my own expense, a criminal background check through the Training Site's approved vendor.
17. If required by applicable state law or Training Site policy, I agree to consent to undergo criminal background screening and drug and alcohol testing prior to being allowed to begin the Field Experience or if there is reasonable suspicion, and to consent to such testing.
18. I certify that I am not and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid, and further agree to immediately notify Training Site of any threatened, proposed, or actual exclusion from any federally funded health care program.

I have read the foregoing, and I understand and agree to the terms therein. I recognize that, as consideration for agreeing to said terms, Training Site will permit me to participate in the educational Field Experience program at Training Site.

Date: _____

Student Signature

Typed Name of Student

Date: _____

Parent Signature (if Student is under the age of 18 years)

Part III
EDUCATIONAL TRAINING AGREEMENT
STUDENT-EMPLOYEE UNPAID EDUCATIONAL TRAINING AGREEMENT

This Student-Employee Unpaid Educational Training Agreement (“**Agreement**”) is entered into on the last date signed below by and between _____ (“**Training Site**”) and _____ (“**Student**”). Student and Training Site understand and agree to the following terms and conditions:

1. Student is an employee of Training Site in the following capacity: _____. Student is also enrolled in an educational program (the “**Program**”) to obtain _____ [license/degree/certificate] in _____. In order to provide academic and professional education for Student, Student desires access to facilities in which Student may gain experience and knowledge in Student’s program of study (the “**Field Experience**”).
2. Training Site operates a business in Student’s subject area of study and, as a public service, is willing to provide Student with a Field Experience from _____ to _____ by providing a supervised working environment allowing Student to gain practical application of Student’s area of study. “Practical application” of the educational program will consist of activities designed to develop professional skills beyond administrative clerical tasks, and can include, but is not limited to, [LIST – e.g., assisting in research, client communications, development of business or financial plans, strategic planning, analysis, actual operation or appropriate operations].
3. The Program is viewed by Training Site as an educational opportunity for Student rather than part-time employment. Accordingly, the Field Experience will include training and orientation and will focus primarily on learning and developing new skills in Student’s area of study.
4. Student agrees that Student will not perform employment duties while functioning as a Student, and will not perform Student duties while functioning as an employee.
5. Training Site is willing to provide Student with the minimum of _____ hours of practical and actual application of Student’s area of study while under close observation and supervision of Training Site’s existing staff. Student’s participation in the Field Experience is similar to that which would be given in a vocational setting and will not displace Training Site’s existing staff.
6. Student acknowledges and agrees that Student will not receive compensation or wages in any form for participation in the Field Experience, and shall merely be able to obtain education credit while performing work for Training Site when such work is purely as part of the Field Experience. Training Site is not obligated to provide compensation or wages to Student for the Field Experience on its premises through the duration of this Field Experience.
7. Student acknowledges and agrees that workers’ compensation is not provided to employees functioning in a Student role. however if Training Site is in Colorado, Training Site shall provide workers’ compensation coverage for Students at no cost to the Student or the School, and verification of such coverage shall be provided by Training Site to School, upon request. Notwithstanding the foregoing, Student shall still be entitled to maintain Student’s existing benefit plans and health insurance coverage during the Field Experience provided that Student meets the eligibility requirements in Student’s capacity as an employee to receive such health and welfare benefits.
8. Student agrees to sign a separate Student Confidentiality Statement via the Training Site online registration process.

9. Student acknowledges and agrees that, by participating in this Field Experience, Student will not expect, nor be entitled to, employment with Training Site at the conclusion of the Field Experience or at any other time.

10. Student acknowledges and agrees that the training and supervision provided to Student is solely for Student's benefit, and Training Site does not derive an immediate advantage from the Student's activities; in fact, on occasion, Training Site's operations may be impeded. However, Training Site desires to provide a public service by assisting in education and training of students, and may expend resources to support Student's Field Experience.

11. Student agrees to perform diligently the work-based training experiences. Work-based training experiences will be assigned by Training Site and performed according to the same Training Site policies and regulations applicable to regular employees. Student agrees to abide by Training Site's policies, procedures and regulations.

12. Student agrees that Student is acting under this Agreement as a Student, and shall not be entitled to any collective bargaining rights under this Agreement as afforded to employees. Notwithstanding the foregoing, nothing in this Agreement is intended to interfere with the obligations of either Training Site or Student under the applicable terms of an applicable collective bargaining agreement, if any, with a labor organization. Either Training Site or Student, or both of them, may deem it necessary to notify immediately the appropriate labor organization of this Agreement.

13. Student agrees to change clothing and wear appropriate identification badges to signify that Student is a student when participating in the Field Experience, and to signify that Student is an employee when working at Training Site during times not constituting Field Experience.

14. Either Training Site or Student may terminate this Agreement at any time, and each agrees to give the other reasonable notice of no less than five (5) working days prior to termination date.

15. Training Site and Student agree that, if any portion of this Agreement is found to be void and unenforceable, the remaining portions shall remain in full force and effect.

STUDENT

Name:

Date

TRAINING SITE

Name:

Title:

Date