

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

Click or tap here to enter text.

**EDUCATIONAL EXPERIENCE AGREEMENT
FOR PROGRAMS WHERE NO FACULTY ARE ON SITE**

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 as listed on Exhibit 1, and includes 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. This agreement is applicable to those programs that do not require faculty to be on-site at CentraCare.

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 ____ or when fully executed by CentraCare and School, whichever occurs later and shall remain in effect until _____, 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. 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.
- c. Selecting students to participate in the Educational Experience.
- d. Maintaining documentation to assure that each student is in compliance with required health and patient safety standards attached as Exhibit 2. 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 2 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.
- e. School will inform students that as a condition of participation in the clinical experience program at CentraCare, students will be required to arrange for and submit to Urine Drug **and** Alcohol Testing (within the three months prior to the student's initial Educational Experience at CentraCare). Student, not the School, will be responsible for providing the verification of the test result(s) to CentraCare.
- f. Informing students of the CentraCare policies, procedures and rules applicable to the Educational Experience.,
- g. Informing its students that they are encouraged to carry health insurance.

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. Provide School with instructions and name of any preferred vendor(s) for Students to arrange and submit Urine Drug and Alcohol Testing.
- e. 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.
- f. Assisting in the evaluation of the performance of the students
- g. Providing CentraCare staff members to serve as preceptors to students.

- h. 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.
- i. Complying with OSHA standards for the protection of students as workers of CentraCare from exposure to blood borne pathogens.
- j. Maintaining current accreditation by the Joint Commission or any other appropriate or required accrediting body.
- 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.

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 students. Students will be responsible for charges attributable to their individual emergency medical care.
- b. 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 student who receives the treatment and not the responsibility of CentraCare or School.
- c. CentraCare shall follow, for 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 or student.
- d. 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 the 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, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

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 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 University.

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 shall each 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.
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. 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:	Click or tap here to enter text.
	Title:	Click or tap here to enter text.
	Address:	Click or tap here to enter text.
		Click or tap here to enter text.

If to CentraCare:	CentraCare Health
	Attn: Education Department
	1406 Sixth Avenue North
	St. Cloud, MN 56303

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.

APPROVED:

CENTRACARE HEALTH

Minnesota State Colleges and Universities

Click or tap here to enter text.

By: _____
 Joy Plamann, DNP,
 MBA, RN, BC

By: _____
 _____ (Print)

Its: Central Operations, SVP -
 St. Cloud Hospital President

Its: Click or tap here to enter text.

Date: _____

Date: _____

As To Form and Execution:

By: _____
 _____ (Print)

Date: _____

MINNESOTA STATE COLLEGES AND UNIVERSITIES

AND

CENTRACARE HEALTH

(NO FACULTY ON SITE AGREEMENT)

EXHIBIT 1

This Exhibit 1 is intended to reflect the respective CentraCare Health and Carris Health entities and may be subject to change.

CentraCare Clinics

CentraCare-Emergency Medical Service

CentraCare-Litchfield Dialysis

CentraCare-Long Prairie

CentraCare-Medical Supply

CentraCare-Melrose

CentraCare-Monticello

CentraCare-Paynesville

CentraCare-Sauk Centre

CentraCare-St. Cloud Medical Group

CentraCare-Plaza Surgery Center-St. Cloud

St. Cloud Hospital

CentraCare-St. Benedicts Community

Carris Care Center and Therapy Suites – Willmar, MN

Carris Health - Cancer Center-Willmar, MN Carris Health-Rice Hospital

Carris Health – Dental Clinic -Willmar, MN - Carris Health-Rice Hospital

Carris Health Lakeland Clinic-Willmar, MN

Carris Health - Litchfield East Clinic-Litchfield, MN

Carris Health - Litchfield West Clinic – Litchfield, MN

Carris Health - New London Clinic -New London, MN

Carris Health - Redwood Broadway Building-Redwood Falls, MN

Carris Health - Redwood Clinic-Redwood Falls, MN

Carris Health - Redwood Hospital-Redwood Falls, MN

Carris Health - Redwood Pavilion-Redwood Falls, MN

Carris Health - Seasons House-Redwood Falls, MN

Carris Health - Rehabilitation Center-Willmar, MN

Carris Health - Rice Memorial Hospital-Willmar, MN

Carris Health - Surgery Center-Willmar, MN

Carris Health - Willmar Clinic-Willmar, MN

Carris Health - Willmar Skylark Clinic-Willmar, MN

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EXHIBIT 2

Documentation evidencing compliance with the requirements below must be on file at School and provided to CentraCare within 5 business days upon CentraCare's request and pursuant to the written consent of the subject. Student (not school) responsibilities for documentation compliance provided on next page).

_____ Minnesota Department of Human Services (DHS) Background Study. It is the responsibility of School to request the background study on behalf of the student.

_____ Current AHA Basic Life Support Healthcare Provider card (*for positions whose job description requires this certification*)

_____ TB skin test (TST/Mantoux). Prior to participating in the Educational Experience, either as a student or faculty, the participant must complete the first of a two-step baseline TST completed. The first step must be completed within 90 days of starting per MN Department of Health. The 2nd TST should be within 21 days of the first. If a previous negative TST was done in the past 12 months that can be considered the second TST. A TB blood test (e.g. Quantiferon-TB Gold, T-SPOT) may be utilized in place of TST. If faculty or student has a positive Mantoux history, a negative chest x-ray will be accepted.

_____ Immunizations:

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

* Note: With a negative titer, we require 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.

- 3 Hepatitis B vaccinations, 2 doses of the Heplisav-B vaccine, a positive titer, or a signed declination form
- Annual Flu vaccine, or student must follow CentraCare flu vaccine policy

_____ Proof of one Tdap vaccination after age 11

_____ Proof of Covid-19 Vaccination

Documentation evidencing compliance with the requirements below must be provided to CentraCare (not the School) pursuant to the written consent of the subject. The Student is responsible for submitting the documentation below, not the School.

_____ Negative Urine Drug **and** Alcohol Testing (within the three months prior to the student's initial Educational Experience at CentraCare. Tests will need to be repeated for students who leave School and return at a later date). (7-panel **drug screen** includes: Amphetamines, Cannabinoids, Cocaine, Phencyclidine, Opiates, Barbiturates, Benzodiazepines, **plus alcohol** with adulterants testing.)

_____ Signed Drug & Alcohol Acknowledgement and Confidentiality Agreement (provided by CentraCare)