

STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES

MEMORANDUM OF AGREEMENT

BETWEEN  
[INSERT NAME OF COLLEGE OR UNIVERSITY]

AND

**Children’s Health Care d/b/a Children’s Minnesota on behalf of itself and its affiliates**

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of [INSERT NAME OF COLLEGE OR UNIVERSITY] (hereinafter “College/University”), and Children’s Health Care, Minneapolis, Minnesota (hereinafter “Facility”).

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

**WITNESSETH THAT:**

WHEREAS, the College/University has an established and accredited health care educational program(s) for qualified students preparing for and/or engaged in health care careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable clinical facilities for the educational needs of the health care educational programs(s) of the College/University; and

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

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish a clinical experience program for students of nursing enrolled at the College/University;

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

**I. COLLEGE/UNIVERSITY RESPONSIBILITIES**

- A. The College/University, which is accredited by the Higher Learning Commission, will have current accreditation by any required accrediting body.
- B. The College/University will have overall responsibility to supervise its students during the clinical experience program at the Facility, including evaluating the student. Supervision may include having College/University faculty on-site depending upon the College/University program, the experience level of the

student and upon agreement with the Facility. If College/University faculty are not supervising students on-site at the Facility, appropriately credentialed individual(s) designated by the Facility will provide on-site supervision.

- C. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for clinical experience instructors as deemed necessary by the College/University and the Facility.
- D. The College/University will provide the Facility, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the College/University in cooperation with the Facility's designated representative.
- E. The College/University will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- F. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the clinical experience program at the Facility. This includes notifying faculty and students that they will be required to sign a patient confidentiality statement.
- G. The College/University agrees that students and faculty who are not otherwise employees of the Facility do not become employees of the Facility by reason of this Agreement. Students and faculty who are not otherwise employees of the Facility are not entitled to any benefits or compensation from the Facility which may be due the employees of the Facility. Students who are also employees will not function as an employee while in the student role. See Section IV.
- H. Students who are not otherwise employees of the College/University do not become employees of the College/University by reason of this Agreement. Students who are not otherwise employees of the College/University are not entitled to any benefits or compensation from the College/University which may be due the employees of the College/University. See Section IV.
- I. The College/University agrees and represents that it will require all students and faculty to have completed a criminal background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. The College/University will not assign a student or faculty member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. If requested, the College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

## **II. FACILITY RESPONSIBILITIES**

- A. The Facility will maintain current accreditation by the Joint Commission or any other appropriate and required accrediting body.

- B. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the College/University before taking any action to terminate the participation of a student.
- C. The Facility will provide the College/University access to its policies and procedures which relate to the clinical experience program.
- D. The Facility will permit the College/University faculty and students to use its patient care and patient service facilities for clinical instruction according to a mutually-approved plan.
- E. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with College/University faculty, for planning with College/University faculty, and for such other assistance as shall be mutually agreeable.
- F. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the clinical experience program.
- G. The College/University faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.
- H. The Facility will make locker or cloak room facilities available for the College/University faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.
- I. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of College/University faculty and students who are participating in the clinical experience program. The Facility will permit College/University faculty and students who are participating in the clinical experience program to use any cafeteria on the same basis as employees of the Facility. The Facility will permit College/University faculty to use Facility parking spaces under the same policies governing Facility personnel.
- J. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.
- K. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101 *et seq.*, and any regulations promulgated to the Act. The College/University 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.

### **III. MUTUAL RESPONSIBILITIES**

- A. The College/University and the Facility assume joint responsibility for the orientation of the College/University faculty to Facility policies, procedures, guidelines and regulations related to the clinical experience before the College/University assigns its faculty to the Facility and as updated from time to time by the Facility.
- B. **HIPAA.** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the College/University students and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The College/University students and faculty are not, and shall not be construed to be, employees of Facility.

The College/University shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the College/University shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

- C. Personnel of the College/University and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
- a. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
  - b. Communication to familiarize the College/University faculty with the Facility's philosophy, policy and program expectations;
  - c. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;
  - d. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
  - e. Communication to identify areas of mutual need or concern;
  - f. Communication to seek solutions to any problems which may arise in the clinical experience programs; and

- g. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the College/University's nursing curriculum.

D. **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 College/University 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.

The Facility 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 College/University will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.

The Facility will maintain Professional Liability insurance covering itself and its employees, 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 the Facility'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 Facility receives a cancellation notice from an insurance carrier affording coverage herein, Facility agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Facility'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 College/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 College/University is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the College/University, not to students.

#### **IV. STUDENT REQUIREMENTS**

- A. At the request of Facility, students will be required to provide proof of immunity (proper vaccination or evidence by titer) per the current Centers for Disease Control and Prevention guidelines for Vaccination of Healthcare Workers. This includes measles (rubeola), mumps, rubella, varicella (chickenpox), hepatitis B, pertussis and annual influenza vaccine. Annual tuberculosis (TB) skin test or blood test will be required, or in the case of a past positive TB test, result of a normal chest x-ray in the past 30 days. Students will Laboratory placements may require additional vaccines.
- B. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.
- C. Students participating in the clinical experience program shall be responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.

#### **V. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE**

- A. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.
- B. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility 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 College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.
- C. The Facility shall follow, for College/University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- D. College/University faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their College/University and to the Facility. Before returning to the Facility, such a College/University faculty member or student must submit proof of recovery to the College/University or Facility, if requested.

#### **VI. 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 College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable laws.

**VII. TERM OF AGREEMENT**

This Agreement is effective on the later of June 1, 2020, or when fully executed, and shall remain in effect until May 31, 2025. This Agreement may be terminated by either party at any time upon ninety (90) days written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

**VIII. FINANCIAL CONSIDERATION**

- A. The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/ University or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- B. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

**IX. AMENDMENTS**

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

**X. ASSIGNMENT**

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

**XI. 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 College/University and the Legislative Auditor.

**XII. DATA PRIVACY**

The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract. The civil remedies of Minnesota Statute Section 13.08 apply to the release of the data referred to in this clause by either the Facility or by the College/University.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will give the Facility 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.

**XIII. OTHER PROVISIONS** [attach additional page(s) if necessary]: **[NONE]**.

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

APPROVED:

**1. FACILITY:**

Facility certifies that the appropriate person(s) have executed the Agreement on behalf of Facility as required by applicable articles, by-laws, resolutions, or ordinances.

By: (authorized signature and printed name)
Title
Date

By: (authorized signature and printed name)
Title
Date

**2. COLLEGE/UNIVERSITY:**

By: (authorized signature and printed name)
Title
Date

By: (authorized signature and printed name)
Title
Date

**3. AS TO FORM AND EXECUTION:**

By: (authorized signature and printed name)
Title
Date