

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

MEMORANDUM OF AGREEMENT

BETWEEN

AND

ESSENTIA HEALTH

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 _____, located at _____ (hereinafter “College/University”), and ESSENTIA HEALTH, A MINNESOTA NON-PROFIT CORPORATION, 502 East 2nd Street, Duluth, Minnesota 55805, on behalf of its affiliate healthcare organizations (hereinafter referred to individually and collectively as “Facility”).

This Agreement supersedes all prior agreements and any amendments thereto, between the College/University and Essentia Health and/or any of its affiliated entities.

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 established a Practical Nursing Program, Nursing Assistant Program, Associate Degree Program in Nursing, Baccalaureate Program in Nursing, Baccalaureate Program in Nursing for Registered Nurses, a Graduate Program in Nursing and/or a Nurse Refresher Program for qualified students preparing for and/or engaged in nursing careers; and

WHEREAS, the College/University has established other educational programs for qualified students preparing for and/or engaged in other careers in health care and health sciences that have a clinical training component; 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 in general nursing, health care and health sciences for the educational needs of the aforementioned 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 nursing personnel and health care/health science professionals; and

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

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

1. COLLEGE/UNIVERSITY RESPONSIBILITIES

- A. The College/University, 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. Each program shall be either: 1) approved by the Minnesota Board of Nursing; and/or 2) approved by the Minnesota Department of Health. The nursing and other health care/health science educational programs offered by the College/University and their respective accreditation or approval status, which the College/University and the Facility intend to be covered by this Agreement, are listed on Exhibit A, attached hereto and incorporated herein by reference.
- B. The College/University will have overall responsibility to supervise its students during the clinical experience program at the Facility. If required by Facility, supervision will include having College/University faculty on-site (“Supervising Faculty Member”). In the case of nursing students, the College/University faculty so assigned will hold current R.N. licensure valid in the State of Minnesota, or, if the clinical experience program for nursing students will take place in a state other than the State of Minnesota, the College/University faculty so assigned will hold a current R.N. licensure valid in or otherwise recognized by the state in which the clinical experience program is taking place.
- C. If a clinical experience program for nursing students will take place in the State of North Dakota, the College/University will, prior to any student participating in the clinical experience program, provide to the North Dakota Board of Nursing and to Facility:
 - i. the names of all students who will be assigned to a clinical experience program in the state of North Dakota;
 - ii. proof of approval of the North Dakota Board of Nursing or, in the case of a graduate program, accreditation by a nationally recognized accrediting body;
 - iii. Course syllabi for each course in which a student is participating in a clinical experience program;
 - iv. Copies of written agreements with every clinical agency (“Facility”) that is being used;
 - v. If clinical faculty and/or preceptors are used in the clinical experience program,
 - 1. the program requirements for such clinical faculty and/or preceptors;
 - 2. the names and resumes for such clinical faculty and/or preceptors and whether each will be acting as a clinical faculty member or a preceptor;

3. the sites at which each clinical faculty and/or preceptor will be practicing;
 4. Proof of a valid R.N. license held by each clinical faculty and/or preceptor either in the State of North Dakota or in any other compact state.
- D. 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.
- E. 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.
- F. 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.
- G. 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 including, but not limited to, that Facility requires clinical Supervising Faculty Members and students undergo a national criminal background study in addition to the caregiver background study required by applicable state law, (in Minnesota, in accordance with Minn. Stat. ch. 245C).
- H. The College/University will maintain a record of each student's and, as applicable, each Supervising Faculty Member's health examinations and current immunizations and shall obtain appropriate permission to submit data regarding their health status to the Facility as stated in 4 A. below.
- I. The College/University shall perform background studies on Faculty and Students which may include criminal background studies and state-specific required background studies. The Essentia Health affiliate where the Student or Faculty will be placed shall notify the Institution of its background study requirements prior to the placement of any Student or Faculty with that affiliated entity. 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, 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. The College/University is not responsible for the cost of any student criminal history or other background study; the student is responsible for the cost.
- J. The College/University will remove from the Facility any student or faculty member whom the Facility determines to be detrimental to the Facility or its patients, visitors, employees or agents. In non-emergent situations the Facility will consult with the College/University before making a final decision whether the student or faculty member must be removed. In situations in which Facility has deemed it necessary to remove a student before consulting with College/University, it will do so after the removal.

2. **FACILITY RESPONSIBILITIES**

- A. The Facility will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations or any other appropriate and required accrediting body.
- B. The Facility is responsible for the safety and quality of care provided to its patients; provided, however, that nothing contained in this Section II.B. is intended, nor shall be construed, to alter the legal rules governing liability for tortious conduct, or to imply any agreement on the part of Facility to indemnify the College/University or any student against claims brought by third parties, except as may be specifically agreed elsewhere herein. If College/University faculty are not supervising students on site at the Facility pursuant to Section I.B., appropriately credentialed individual(s) designated by the Facility will provide on-site supervision.
- C. The Facility will provide the College/University with a copy of its policies and regulations 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. When possible, 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.

3. MUTUAL RESPONSIBILITIES

- A. The College/University and the Facility assume joint responsibility for the orientation of the College/University faculty to Facility policies and regulations before the College/University assigns its faculty to 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 \$1,500,000 each claim and \$3,000,000 aggregate.

The Facility 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:

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

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

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.

- E. Each party agrees to comply with its responsibilities under the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, and any regulations promulgated thereunder, when fulfilling its duties under this Agreement.

4. STUDENT AND FACULTY REQUIREMENTS

- A. Each student and, as applicable, Supervising Faculty Member will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the College/University and, if requested, to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include annual TB testing, and verification of immunizations, for the following: rubeola, rubella, and mumps, varicella, pertussis, Hepatitis B, seasonal flu, and any other immunization verifications or signed waiver of immunization as Facility may require from time to time pursuant to its then current policy. A list of students and, as applicable, Supervising Faculty Members with verification of TB test results and the required immunizations and/or waiver shall be provided to Facility by College/ University upon request.

- B. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.

5. 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.

6. 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 § 3.736, and other applicable laws.

7. TERM OF AGREEMENT

This Agreement is effective on the later of _____, 20____, or when fully executed, and shall remain in effect until _____, 20____. This Agreement may be terminated by either party at any time upon one year 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.

8. 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.

9. AMENDMENTS

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

10. 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.

11. 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.

12. 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, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility 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 Facility or 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.

13. NO EXCLUSION/DEBARMENT AND JEOPARDY

a. No Exclusion/ Debarment. Each party hereby represents and warrants to the other that neither it nor any employee, contractor, or agent now or hereafter engaged by such party to provide services under the Agreement (collectively, a “Representative”) is, and at no time has been, excluded from participation in any federally-funded health care program, including the Medicare and Medicaid programs.

b. Jeopardy. If Facility reasonably determines the continued performance of this Agreement jeopardizes its or an affiliated entity’s (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax-exempt or bond-financing status, Facility shall notify College/ University so the parties may resolve the issues. If no resolution

is reached within fifteen (15) days, Facility may terminate this Agreement immediately and without penalty.

14. OTHER PROVISIONS [attach additional page(s) if necessary]

SEE EXHIBIT A (ATTACHED HERETO)

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

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

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
AND
ESSENTIA HEALTH
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EXHIBIT A

**LIST OF COLLEGE/UNIVERSITY PROGRAMS AND ACCREDITATION
STATUS**

PROGRAM NAME:

ACCREDITED BY: