Subject: Clinical Education Agreement between [Minnesota State Entity] and Essentia

Dear __________: [Introductory paragraph will reference from whom the request for this new agreement was received and whether or not it is a new agreement that’s replacing an existing agreement. If replacing existing agreement(s), specifics included here.] Because your school is a member of Minnesota State, the attached agreement has been drafted using the template that was approved by a member of the Minnesota State Office of General Counsel in August 2016. No edits should be required, other than potentially in the Notices section.

Please note that this agreement requires students and participating faculty to undergo a national criminal background study conducted by a third party vendor in addition to the state-required background studies that are conducted in MN by the Department of Human Services per Minn. Stat. ch 245C. If you have questions about this additional requirement, please contact Mary Al Balber, Assistant General Counsel, at 651-201-1752 or maryal.balber@so.mnscu.edu.

You may refer to the Essentia template on the Minnesota State Clinical Affiliation Agreements webpage (http://www.ogc.mnscu.edu/clinicalagreements/index.html) for reference and comparison purposes. If you wish further verification of this approved template by Minnesota State General Counsel’s Office, contact Mary Al Balber, Assistant General Counsel, at 651-201-1752 or maryal.balber@so.mnscu.edu.

If the agreement is acceptable as written, please obtain signature(s) from the appropriate authorized representatives at your school and then send a scanned pdf to me for Essentia signatures. A fully executed copy will be returned for your files.

Thank you for your assistance in this process. I look forward to hearing from you.

/s/ Essentia authorized representative
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 , (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 program(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:

I. COLLEGE/UNIVERSITY RESPONSIBILITIES

A. The College/University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering nursing and other health care/health science educational programs. 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.

I. The College/University agrees and represents that it will require all students, and each Supervising Faculty Member who will have access to Facility’s patients, to have completed a criminal background study inclusive of all fifty (50) states and inclusive of the requirements of a state-specific required background study conducted in accordance with applicable law and regulations as a pre-condition to participation in the clinical experience. Facility shall inform College/University of the elements Facility requires to be included in the criminal background study and Facility will provide information on accessing its vendor account(s) to process the criminal background studies in the event the College/University does not have an account. 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. College/University will not assign a student or Supervising Faculty Member to the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable state law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the state-specific required and the criminal background study for its internal purposes and/or external audits pursuant to the written consent of the subject.

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.

II. 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.

III. 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.

IV. 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 immunity for rubeola, rubella, and mumps, varicella, pertussis, Hepatitis B and any other condition deemed necessary by Facility or a signed waiver of immunization. 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.
B. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.

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 § 3.736, and other applicable laws.

VII. **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.

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 officers 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, 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.

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

SEE EXHIBIT A ATTACHED HERETO.
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.

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EXHIBIT A

LIST OF COLLEGE/UNIVERSITY PROGRAMS AND ACCREDITATION STATUS

PROGRAM NAME:                        ACCREDITED BY: