

MASTER CLINICAL EDUCATION AFFILIATION AGREEMENT

BETWEEN

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
[INSERT COLLEGE/UNIVERSITY NAME]**

AND

**HEALTHPARTNERS INSTITUTE, ON BEHALF OF ITSELF
AND ON BEHALF OF CERTAIN OF ITS AFFILIATE ORGANIZATIONS**

This Master Clinical Education Affiliation 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 College/University name and address] (hereinafter “College/University”), and HealthPartners, Institute, a Minnesota nonprofit corporation located at Bloomington, Minnesota 55425 (“Institute”), on behalf of itself and on behalf of its affiliate organizations identified in Attachment A (hereinafter collectively “Facilities” and each a “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 established the clinical training programs identified in Attachment B (each a “Program” and collectively the ”Programs”) in which qualified students who are preparing for and/or engaged in health care careers, and who may participate in a clinical experience under this Agreement, are enrolled at the College/University; 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 Facilities have suitable clinical facilities for the educational needs of the Programs of the College/University; and

WHEREAS, it is in the general interest of the Facilities to assist in educating persons to be qualified or better qualified allied-health and other health care related personnel; and

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

WHEREAS, each Facility is a separate provider and entity, but together they will be providing the clinical experiences for students under this Agreement.

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

1. COLLEGE/UNIVERSITY RESPONSIBILITIES

- a. The College/University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering one or more of the Programs. Each Program shall be either approved by the: 1) Minnesota Board of Nursing; Minnesota Department of Health; and/or 3) other appropriate accrediting or regulating body.
- b. The College/University will supervise its students during the clinical experience program at the Facilities, unless otherwise agreed to in writing by the parties. The College/University will provide its faculty to effectively implement the clinical experience program at the Facilities. The College/University will provide at least one faculty member for approximately every ten (10) students while the students are in a clinical experience program at a Facility. The College/University faculty so assigned will hold current R.N. or other appropriate licensure or registration valid in the State of Minnesota or Wisconsin, as applicable.
- c. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the applicable Facility's orientation for clinical experience instructors as deemed necessary by the College/University and the Facility.
- d. The College/University will provide the applicable 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 applicable Facility with a list of the students who are participating in the clinical experience program at that Facility, 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 applicable Facility's policies and regulations which relate to the clinical experience program at that Facility.
- g. The College/University will inform its faculty and the students who are participating in a clinical experience program under this Agreement that they are encouraged to carry their own health insurance, are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University, and must provide the applicable Facility with proof of professional liability insurance as a pre-condition of participating in a clinical experience at that Facility.
- h. The College/University will maintain a current report for each student and faculty participating in a clinical experience under this Agreement, and shall obtain each such student's permission to submit their report to the applicable Facility for Facility to verify that no health problems exist that would jeopardize student, patient, Facility staff or Facility visitor welfare. The report may include, without limitation, (1) proof of immunity or immunization for measles, mumps and rubella, (2) proof of current diphtheria/tetanus immunization, (3) proof of immunity or immunization for varicella, (4) documentation of TB screen, (5) documentation of Hepatitis B antibody screen or signed declination statement, (6) proof of seasonal influenza vaccination or declination, and (7) proof of vaccination for COVID-19.
- i. The College/University agrees and represents that it will require all students and faculty to have completed a 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 any 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 applicable Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

- j. The College/University represents that the students participating in a clinical experience hereunder have been instructed on the confidentiality of medical and personal information related to patients and/or clients, and, where applicable, have been trained in CPR and life safety training, and the appropriate use of universal precautions and transmission of blood-borne pathogens prior to beginning a clinical experience.
- k. Minnesota State Authorized Representative for the purposes of administration of this contract is:

Name:

Title:

Address:

Phone:

Email:

2. FACILITY RESPONSIBILITIES

- a. If a Facility is accredited by the Joint Commission (“**The Joint Commission**”) or another appropriate and required accrediting body on the effective date of this Agreement, the Facility will maintain current accreditation by the Joint Commission or such other appropriate and required accrediting body.
- b. Each 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 each Facility has ultimate control over all persons involved in the clinical experience program and may immediately terminate the participation in the clinical experience program of any of the students participating in the clinical experience program where an emergency exists involving health and safety; and in all other (non-emergency) instances, the applicable Facility shall consult with the College/University before taking any action to terminate the participation of a student.
- c. Each Facility participating in a particular clinical experience will provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.
- d. Each 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. Each Facility involved in a particular clinical experience 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 applicable 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 available, each 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 Facilities assume no responsibility for the cost of meals, uniforms, housing, parking or health care of the College/University faculty and students who are participating in the clinical experience program. Where available, each 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 Facilities will permit College/University faculty to use their parking spaces under the same policies governing Facility personnel.
- j. Each 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. Each Facility will adhere to this policy in implementing this Agreement.
- k. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

Each Facility agrees that in fulfilling the duties of this Agreement, the Facility 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 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.

3. MUTUAL RESPONSIBILITIES

- a. The College/University and the applicable Facility assume joint responsibility for the orientation of the College/University faculty to the Facility's policies and regulations related to the clinical experience at the Facility 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 a Facility's protected health information, the College/University and faculty engaged in activities pursuant to this Agreement are members of the Facility's 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 the Facility.
- c. The College/University shall cooperate with each 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 a Facility, the College/University shall instruct its students and faculty to comply with the Facility's policies and procedures governing the use and disclosure of individually identifiable health information.
- d. Personnel of the College/University and the applicable Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to communication:

- i. to familiarize Facility personnel with the clinical experience program’s philosophy, goals and curriculum;
 - ii. to familiarize the College/University faculty with the Facility’s philosophy, policy and program expectations;
 - iii. 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. about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - v. to identify areas of mutual need or concern;
 - vi. to seek solutions to any problems which may arise in the clinical experience programs; and
 - vii. to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the College/University’s applicable Program curriculum.
- e. **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):
- i. **Commercial General Liability Insurance**
 - (a) The College/University will maintain Commercial General Liability insurance covering itself and its employees who perform any work, duties or obligations in connection with this Agreement 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.
 - (b) Each Facility will maintain Commercial General Liability insurance covering itself and its employees who perform any work, duties or obligations in connection with this Agreement with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.
 - ii. **Professional Liability Insurance**
 - (a) The College/University will maintain Professional Liability insurance covering students (and faculty, if applicable) participating in a clinical experience program under this Agreement or cause any student participating in the clinical experience program to maintain Professional Liability insurance, with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.
 - (b) 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.

- (c) 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.

iii. **Additional Conditions:**

- (a) An Umbrella or Excess Liability insurance policy may be used to supplement a Facility's policy limits to satisfy the full policy limits required by the Agreement.
- (b) Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage. If a Facility receives a cancellation notice from an insurance carrier affording coverage herein, the Facility shall 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 University.
- (c) 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.

4. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- a. Any emergency medical care available at the applicable Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of all 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 a 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. All 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 a 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 each Facility that served as a site for their clinical experience. 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.

5. 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.

6. 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 six (6) months written notice to the other party. Termination by one Facility shall not become effective with respect to the other Facilities participating in clinical experience programs under this Agreement. In addition, termination by a Facility shall not become effective with respect to students then participating in the clinical experience program.

7. FINANCIAL CONSIDERATION

- a. The College/University and each Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or Facility to the other party.
- b. No Facility is required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

8. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party; provided, however that the parties agree that Attachment A and/or Attachment B may be revised from time to time by mutual Agreement of the parties without the need for a formal amendment to this Agreement, with such revisions to be evidenced by attaching a revised and dated Attachment A and/or Attachment B, as applicable, to this Agreement.

9. ASSIGNMENT

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

10. STATE AUDIT

The books, records, documents and accounting procedures and practices of each Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

11. DATA PRIVACY

- a. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this Agreement. Each Facility and the 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 Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by a Facility in accordance with this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.
- b. If a Facility receives a request to release the data referred to in this clause, to the extent that the Facility performs a government functions 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.

- c. 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. FORCE MAJEURE

If the performance of this Agreement by College/University or Facility is prevented, restricted, interfered with or delayed, (either totally or in part) by reason of any cause beyond the reasonable control of the parties (such as acts of God, explosion, disease, epidemics or other widespread dissemination of an infectious or contagious disease, weather, war, terrorism, insurrection, civil strike, government orders, riots or other domestic unrest, or power failure), the party so affected shall, upon giving written notice to the other party, be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the affected party shall use its reasonable best efforts to avoid or remove such causes of non-performance and shall continue performance with the utmost dispatch whenever such causes are removed. The College/University and the Facility will cooperatively determine an alternative plan for affected students if necessary.

13. INTEGRATION

This Agreement, including the Attachments hereto, all of which are incorporated herein by reference, constitutes the entire agreement among the parties with respect to the subject matter herein and supersedes and terminates all prior and contemporaneous agreements, whether written or oral, between the College/University and any Facility related to the subject matter herein, provided, however, such termination shall not be effective with respect to students currently participating in a clinical experience program until the students complete the program.

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. HEALTHPARTNERS INSTITUTE:

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

By: (authorized signature and printed name)
Michelle Noltimier, RN BSN MBA
Title: Director for Program Development and Student Clinical Education
Date:

**2. MINNESOTA STATE COLLEGES AND UNIVERSITIES
[INSERT COLLEGE/UNIVERSITY NAME]:**

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:

ATTACHMENT A
The Facilities Covered By This Agreement

AFFILIATE ORGANIZATION		CONTACT PERSON
1	Amery Hospital & Clinic 265 Griffin Street E. Amery, WI 54001	Debra Rudquist, FACHE President & CEO 715-268-0300 debra.a.rudquist@healthpartners.com
2	Hudson Hospital 405 Stageline Road Hudson, WI 54016	Thomas Borowski President Hudson Hospital 715-531-6018 thomas.j.borowski@healthpartners.com
3	Lakeview Hospital 927 West Churchill Street Stillwater, MN 55082	Brandi Lunneborg President 651-430-4509 Brandi.L.Lunneborg @healthpartners.com
4	Park Nicollet Methodist Hospital 6500 Excelsior Blvd St. Louis Park, MN 55426	Jennifer Myster President 952-993-7188 Jennifer.L.Myster@Healthpartners.com
5	Regions Hospital 640 Jackson Street St. Paul, MN 55101	Megan Remark President and CEO 651-254-1616 megan.m.remark@healthpartners.com
6	Westfields Hospital 535 Hospital Road New Richmond, WI 54017	Steve Massey President 715-243-2850 steven.m.massey@healthpartners.com
7	Group Health Plan, Inc., d/b/a HealthPartners Medical Group & Clinics 8170 33 rd Avenue South Bloomington, Minnesota 55425	Michelle Noltimier Dir, Pgm Development and Student Clinical Ed. 952-883-7107 Michelle.T.Noltimier@healthpartners.com
8	Park Nicollet Clinic 3850 Park Nicollet Blvd St Louis Park, MN 55416	Steven Connelly, MD President and CEO 952-967-6090 Steven.Connelly@parknicollet.com
9	Capitol View Transitional Care Center 640 Jackson Street St. Paul, MN 55101	Michelle Mangan Administrator 651-254-0433 michelle.l.mangan@healthpartners.com
10	HealthPartners Neurosciences Center 295 Phalen Blvd St. Paul, MN 55130	Megan Remark President and CEO 651-254-1616 megan.m.remark@healthpartners.com
11	Hutchinson Health 1095 Hwy 15 South Hutchinson, MN 55350	James P. Lyons President 320-234-5000 JLyons@hutchhealth.com

AFFILIATE ORGANIZATION		CONTACT PERSON
12	Olivia Hospital & Clinic	Nathan Pulscher President Nathan.s.pulscher@healthpartners.com
13	Tria Orthopaedic Center	Megan Reams Director 952-993-9566 megan.reams@tria.com

ATTACHMENT B
The Programs Covered By This Agreement
(Delete those that do not apply)

	PROGRAMS	
1	AcuteCare Paramedic Program	
2	Associate Degree Program in Nursing	
3	Baccalaureate Program in Nursing	
4	Baccalaureate Program in Nursing for Registered Nurses	
5	Biomedical Equipment Technician Program	
6	Clinical Sports Massage Therapy	
7	Community Social Services Program	
8	Drug and Alcohol Counseling Program	
9	Emergency Medical Technician Program	
10	Emergency Medical Services Program	
11	Emergency Room Technician Program	
12	Health Information Technology	
13	Health Unit Coordinator	
14	Medical Assistant Program	
15	Medical Coding	

	PROGRAMS	
16	Medical Lab Technician	
17	Medical Lab Science	
18	Nursing Assistant Program	
19	Nurse Practitioner Program	
20	Nurse Refresher Program	
21	Occupational Therapy Assistant Program	
22	Paramedicine Program	
23	Patient Care Tech Program	
24	Pharmacy Technician	
25	Phlebotomy Technician	
26	Physical Therapist Assistant	
27	Practical Nurse Program	
28	Respiratory Therapy	
29	Social Work	
30	Speech Language Pathology	
31	Surgical Technologist Program	