

**MASTER CONTRACT FOR STUDENT EDUCATIONAL EXPERIENCE  
BETWEEN THE MINNESOTA DEPARTMENT OF HUMAN SERVICES  
AND [SCHOOL]**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services, Direct Care and Treatment (“DHS”), and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of [SCHOOL legal name and address], an independent contractor (“SCHOOL”).

**RECITALS**

WHEREAS, DHS and SCHOOL have a shared interest in providing an educational health care training experience in a supervised, on-site setting, where SCHOOL’s students can further develop the competencies, knowledge, and skills needed to fulfill their accreditation, certification, licensing, and credentialing requirements in the areas of nursing; chemical and mental health counseling; physical and occupational therapy; social work; psychology; pharmacology; and other related human services to vulnerable patient populations;

WHEREAS, the work performed under this Master Contract is related to DHS’ health care operations as defined in 45 C.F.R. § 164.501;

WHEREAS, the intent of this Contract is to achieve the above stated goals, while complying with relevant state and federal laws, by developing roles, responsibilities, and coordination between the parties;

WHEREAS, in accordance with Minnesota Statutes chapter 136F, SCHOOL is authorized to provide post-secondary educational programs;

WHEREAS, it is expressly agreed that SCHOOL will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act (“HIPAA”), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, SCHOOL is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. §160.103, as a result of or in connection with this Master Contract or any Work Order Contract issued under it.

WHEREAS, pursuant to Minnesota Statutes, section 13.46, subd. 1(c) and 2(a), students that provide treatment and health services under this Master Contract and any resulting Work Order Contract are included in the welfare system for the purposes of the Minnesota Government Data Practices Act and will be provided welfare data as a result of this Agreement;

WHEREAS, students that provide treatment and health services under this Master Contract and any resulting Work Order Contract will create, receive, maintain or transmit “protected health information” as set forth in 45 C.F.R. § 160.103; and

WHEREAS, DHS and SCHOOL agree that students while assigned under Work Order Contracts, are will be part of DHS’s “workforce”, as defined by HIPAA for the purposes of providing an educational health care training experience in a supervised, on-site setting. Therefore, students are not a business associate of DHS and are not subject to the business associate provisions pursuant of 45 C.F.R. §§ 164.308(b)(2) and 165.502(e)(1)(ii).

WHEREAS, The disclosure of protected health information to students working under Work Order Contracts resulting from this Master Contract is permitted by HIPAA, 45 C.F.R. § 164.506(c)(1), for DHS's treatment activities and health care operations.

WHEREAS, Minn. Stat. § 13.46, subdivision 1(c), allows DHS to enter into agreements to make another entity part of the "welfare system, and it is the intention that SCHOOL and the students working under this Contract be made part of the welfare system for the limited purpose described in this Contract; and

The parties therefore agree as follows:

## **CONTRACT**

### **1. Term of Agreement.**

- 1.1 Effective date.** The effective date of this Contract is [BEGIN DATE ], or the date DHS obtains all required signatures, whichever is later.
- 1.2 Expiration date.** The expiration date of this Contract is five (5) years from the Effective Date, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Work Order Contracts.** The term of any Work Order Contract issued under this Contract may not extend beyond the expiration date of this Contract.
- 1.4 Survival of Terms.** The following Sections survive expiration or cancellation of this Contract and all Work Order Contracts: 5. Information Privacy and Security; 6. Liability; 9. State Audits; 12. Governing Law, Jurisdiction, and Venue; 13. Publicity and Endorsement; and 15. Data Disclosure.

### **2. Authorized Representatives and Responsible Authority.**

- 2.1 DHS.** DHS'S Authorized Representative is **Pam Bajari, Mental Health and Substance Abuse Treatment Services, Nurse Executive**, or her successor. DHS' Authorized Representative has the responsibility to monitor the SCHOOL's performance.
- 2.2 SCHOOL.** SCHOOL'S Authorized Representative is [Name and Title], or his successor. If SCHOOL's Authorized Representative changes at any time during this Contract, SCHOOL must notify DHS.
- 2.3 Project Managers.** The parties' Project Managers will be identified in each Work Order Contract.

### **3. Duties.**

#### **3.1 SCHOOL's Duties.** SCHOOL shall:

- a. Communicate its planning and evaluation of the educational experience with DHS's authorized representative by:

1. Familiarizing and updating DHS staff with SCHOOL's philosophy, goals, curriculum, and student objectives;
  2. Familiarizing and updating SCHOOL's instructors with DHS's philosophy, policies and program objectives;
  3. Schedule a follow-up meeting with DHS facility for the purpose of joint evaluation of the clinical experience; and
  4. Providing a copy of each relevant course syllabus and or manual to DHS staff members who are working with SCHOOL's students.
- b. Assure that students assigned to DHS facility under a Work Order Contract are current students of SCHOOL (hereinafter "students") with satisfactory academic standing as defined by the SCHOOL's academic standards.
  - c. Obtain and provide DHS proof that instructors and students have the appropriate professional liability insurance coverage, either group or individual, provided that such insurance requirements are required by SCHOOL. If required by SCHOOL, SCHOOL shall provide DHS with proof of this coverage before any instructor or student is begins performing under this Contract or Work Order.
  - d. Require students to complete the same training for infection control policies and procedures that new DHS employees are required to complete.
  - f. Provide DHS information regarding proposed student placements, including the proposed DHS location students are assigned to and the suggested number of students at each location.
  - g. Inform each student participating in this Contract under a Work Order Contract that DHS requires him/her to sign a liability waiver in the form attached to the Work Order as Attachment A. SCHOOL shall ensure that a copy of the signed waiver is on file in each student's record, and such signed waivers are incorporated by reference and made part of this Contract and Work Order Contract. Students who do not sign a valid liability waiver shall not participate in Work Orders under this Contract.
  - h. Ensure that its students have been instructed where applicable, in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program under a Work Order Contract.
  - i. Upon request, provide DHS a copy the current accreditation organizations standards and compliance certificates of any student participating in this Contract under a Work Order. If an accreditation certificate is not applicable, SCHOOL must provide documentation with regard to standards of service and qualifications to perform the services specified in this Contract.
  - j. Assume overall responsibility for the general educational experience of students assigned to DHS facility.

1. SCHOOL shall ensure that students participating in Work Orders under this Contract are receiving academic credit or are fulfilling graduation requirements by participation in the Work Orders.
  2. SCHOOL shall teach relevant concepts in the classroom and serve as a resource for students participating in Work Orders.
- k. Comply with all applicable Joint Commission (JC), Centers for Medicare and Medicaid Services (CMS), the Minnesota Department of Health and other Federal and State regulatory requirements, including required documentation.
  - l. The Department of Human Services (DHS), Direct Care and Treatment (DCT) shall assess performance on the contract on a yearly basis to ensure expectations have been met and services have been rendered in a quality, satisfactory manner. Performance issues that arise during the term of the contract will be addressed jointly and immediately by the parties.

**3.2 DHS Duties.** DHS shall:

- a. Assure that SCHOOL's students enrolled in the clinical program have access to learning experiences that are both appropriate and adequate to fulfill the learning objectives designated by SCHOOL.
- b. Dedicate reasonable allotments of staff time for:
  1. Orientation of DHS supervising staff and students;
  2. Joint conferences between DHS and SCHOOL for planning and evaluation; and
  3. Other such assistance as shall be deemed mutually agreeable.
- c. Allow students to access DHS facilities during regular business hours and as permitted by DHS' security policies.
- d. Schedule use of physical space such as offices, lockers, and classrooms for students, as available.
- e. Subject to the Liability limitation in clause 6, assume primary responsibility for client safety and quality of client care.
- f. Allow students to use of DHS' resources as necessary to fulfill the educational requirements of the clinical program.
- g. Require students who have direct contact with clients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§ 144.057 and 245A.04 as a pre-requisite to participation in the program.
- h. Require all students participating in Work Orders to complete DHS data privacy and HIPAA training.

**3.3 Joint Responsibilities.** SCHOOL and DHS agree:

- a. To each identify a person or persons from their respective organization responsible for serving as liaison(s) during the course of this Contract.
- b. That SCHOOL has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations, or other sufficient reason subject to certain procedures afforded to the student. In cases where a student's performance or conduct threatens the safety or welfare of DHS clients, visitors, or staff, DHS may suspend the student's participation in the program at DHS's site(s). DHS' liaison will consult SCHOOL's liaison before suspending a student unless such consultation is not reasonably possible under the circumstances.
- c. To review this Contract and evaluate it at the close of each academic year and make revisions or alterations as deemed advisable and agreeable.
- d. To comply with all provisions and standards of the 1964 Civil Rights Act, the 1992 Americans with Disabilities Act, HIPAA, and all other applicable state and federal laws and regulations that apply to this Contract.
  1. The selection, placement or advisement of students and faculty will not be determined on the basis of race, color, creed, religion, sex, sexual orientation, veteran's status, marital status, age, status with regard to public assistance or national origin.
- e. To execute work orders regarding specific student placements and requirements related to this Contract.
- f. Both parties shall maintain in confidence student files and personally identifiable information and limit access to only those employees that need to know and agree to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to SCHOOL. For the purpose of this Contract, pursuant to FERPA, specifically 34 C.F.R. § 99.31(a)(1)(i)(A), SCHOOL hereby designates DHS as a school official with a legitimate educational interest in the educational records of the health professions students who participate in educational rotations at Clinical Site to the extent that access to the records is required by Clinical Site to carry out its responsibilities.
- g. That SCHOOL and its employees, instructors, students, and agents are not employees of DHS and are not covered under DHS' Workers' Compensation.
- h. That the determination of the number of students to be assigned to particular DHS facility shall be a joint decision based on staff and space available at the facility and eligible students enrolled in the curriculum who desire to be assigned at the facility.
- i. That this Contract does not prohibit or limit DHS from accepting students from other institutions for on-site education programs.

- j. That for purposes of HIPAA and its related regulations, students are “trainees” and are a part of DHS’s “workforce”, as defined in 45 C.F.R. § 160.102.

**4. Compensation.** No funds shall be obligated by either DHS or SCHOOL under this Contract, nor will SCHOOL or students be paid by DHS for any activity resulting from this Contract or any Work Order.

**5. Information Privacy and Security.**

- A. It is expressly agreed that DHS will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the “Data Practices Act”) as “not public data” on individuals to SCHOOL under this Contract. “Not public data” means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that SCHOOL will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act (“HIPAA”), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, SCHOOL is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, SCHOOL is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If SCHOOL has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, SCHOOL will be responsible for its own compliance.
- C. DHS and SCHOOL must comply with the provisions of the Data Practices Act. The civil remedies of Minn. Stat. §13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either SCHOOL or DHS.
- D. In its capacity as SCHOOL under this contract, to the extent that SCHOOL or students will be handling private data as a result of this Contract, SCHOOL is being made an agent of the “welfare system” as defined in Minn. Stat. §13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by SCHOOL in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. 13.46.
- E. If SCHOOL receives a request to release data created, collected, received, stored, used, maintained or disseminated by SCHOOL in performing its duties under this Contract, SCHOOL must immediately notify and consult with DHS’s Authorized Representative as to how SCHOOL should respond to the request.
- F. Under this Contract, SCHOOL and DHS must respond appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by SCHOOL or DHS in performing its respective duties under this Contract.

- G. SCHOOL's and DHS's obligations while performing their respective duties under this Contract include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
  - H. DHS and SCHOOL must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by DHS or SCHOOL in performing its respective duties under this Contract.
  - I. SCHOOL shall notify and inform students that they must comply with the Minnesota Government Data Practices Act, the Health Insurance Portability and Accountability Act (HIPAA), and other applicable state and federal privacy laws as it applies to all data provided by DHS under any Work Order Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by students under any Work Order Contract. SCHOOL shall notify students that they must immediately report to DHS any improper use or privacy incident, security incident, or breach of which students become aware.
- 6. Liability.** Each party will be responsible for its own actions under this Contract and the Work Order Contracts executed under this Contract, to the extent authorized by law. SCHOOL or DHS will not be liable for any criminal, administrative, or civil claims that indirectly or directly arise out of, result from, or are in any manner attributable to the actions of the other party or its employees or agents. The liability of DHS and SCHOOL shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.
- 7. Insurance.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.
- a. Commercial General Liability Insurance**  
The SCHOOL will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.  
  
DHS is subject to the terms and conditions of Minn. Stat. 3.736, subd. 4, with total liability of DHS and its employees acting within the scope of employment not to exceed \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage for any tort claim.
  - b. Professional Liability**  
The SCHOOL will maintain Professional Liability 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.  
  
DHS is subject to the terms and conditions of Minn. Stat. 3.736, subd. 4, with total liability of DHS and its employees acting within the scope of employment not to exceed

\$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage for any tort claim.

**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, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. The SCHOOL and DHS are self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the SCHOOL and DHS, not to students.

## **8. Intellectual Property Rights.**

**8.1 Definitions.** Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by SCHOOL, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by SCHOOL, its employees, agents, or subcontractors, in the performance of this CONTRACT.

**8.2 Ownership.** DHS owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of DHS and all such Works and Documents must be immediately returned to DHS by SCHOOL upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using DHS data, SCHOOL must cite the data, or make clear by referencing that DHS is the source.

**8.3 Responsibilities.**

**A. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by SCHOOL, including its employees and subcontractors, and are created and paid for under this CONTRACT, SCHOOL will immediately give DHS'S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. SCHOOL will assign all right, title, and interest it may have in the Works and the Documents to DHS.

- B. **Filing and Recording of Ownership Interests.** SCHOOL must, at the request of DHS, execute all papers and perform all other acts necessary to transfer or record DHS'S ownership interest in the Works and Documents created and paid for under this CONTRACT. SCHOOL must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of DHS, and that neither SCHOOL nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- C. **Duty not to Infringe on Intellectual Property Rights of Others.** SCHOOL represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. If such a claim or action arises, or in SCHOOL'S or DHS'S opinion is likely to arise, SCHOOL must, at DHS'S discretion, either procure for DHS the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of DHS will be in addition to and not exclusive of other remedies provided by law.

- 9. **State Audit.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of DHS and SCHOOL and the students working under this Contract that are relevant to this Contract shall be subject to examination by the other party and the legislative auditor for a minimum of six years from the end of this Contract.
- 10. **Severability.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.
- 11. **Cancellation.** This Contract or Work Order Contract executed under this Contract may be canceled by DHS or SCHOOL at any time, with or without cause, upon thirty (30) days written notice to the other party.
- 12. **Governing Law, Jurisdiction and Venue.** This Contract, and Work Order Contracts executed under this Contract, and amendments and supplements thereto, will be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 13. **Publicity and Endorsement.**
  - 13.1 **Publicity.** Any publicity regarding the subject matter of this Contract or work order contract must identify DHS as the sponsoring agency and must not be released without prior written approval from DHS' Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, electronic postings, and similar public notices prepared by or for SCHOOL individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

**13.2 Endorsement.** SCHOOL must not claim that DHS endorses its products or services.

**14. Assignment, Amendments, Waiver, Contract Complete, Clerical Error, and Conflict of Terms.**

**14.1 Assignment.** The parties may neither assign nor transfer any rights or obligations under this Contract or Work Order Contract without the prior consent of the other party and a fully executed Assignment Agreement, approved by the same parties who executed and approved this Contract, or their successors in office.

**14.2 Amendments.** Any amendment to this Contract or Work Order Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**14.3 Waiver.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the party's right to enforce it.

**14.4 Contract Complete.** This Contract contains all negotiations and agreements between DHS and SCHOOL. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

**14.5 Conflict of Terms.** If any provision contained herein conflicts with or is inconsistent with any provision of a Work Order executed under this Contract, the provisions contained in this Contract shall govern and control.

**15. Termination.**

**15.1 Termination by DHS or SCHOOL.** DHS or SCHOOL may cancel this Master Contract and any Work Order Contracts at any time, with or without cause, upon thirty (30) days' written notice to the other party.

**15.2 Breach.** Notwithstanding clause 15.1, upon either party's knowledge of a curable material breach of this Master Contract or Work Order Contract by the other party or a student, it provide the other party with written notice of the breach and ten (10) days to cure the breach. If the allegedly breaching party does not cure the breach within the time allowed, it will be in default of this Master Contract and the non-breaching party may cancel this Master Contract and Work Order Contract immediately thereafter. If either party has breached a material term of this Agreement and cure is not possible, the other party may immediately terminate this Master Contract and Work Order Contract.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
(Signature Page Follows)**

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

APPROVED:

1. \_\_\_\_\_ [SCHOOL NAME]

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

By:
Printed Name:
Title:
Date:

By:
Printed Name:
Title:
Date:

2. DHS:

By:
Printed Name:
Title:
Date:

**Distribution (One fully executed original Agreement each):**

- Appeals & Regulations Division
- Agency
- SCHOOL
- DHS Authorized Representative – (copy)

**STATE OF MINNESOTA  
STUDENT EDUCATIONAL EXPERIENCE  
WORK ORDER CONTRACT**

This Work Order Contract is between the State of Minnesota, acting through its Department of Human Services, Direct Care and Treatment (DCT) (“DHS”), and the [College, university or technical school legal name and address], an independent contractor, not an employee of the state of Minnesota (hereinafter “SCHOOL”) listed below:

**RECITALS**

DHS and SCHOOL have a shared interest in providing an educational health care training experience in a supervised, on-site setting, where SCHOOL’s students can further develop the competencies, knowledge and skills needed to fulfill their accreditation, certification, licensing, and credentialing requirements in the areas of nursing; chemical and mental health counseling; physical and occupational therapy; social work; psychology; pharmacology; and other related services to vulnerable patient populations;

For purposes of this Work Order Contract, student means an individual currently enrolled at SCHOOL with satisfactory academic standing and has been assigned to participate in the educational experience at DHS’ Facility during the term of this Work Order Contract (“student(s)”);

In order to facilitate health care opportunities and educational experiences for students, this Work Order Contract is intended to set forth the specific learning experiences SCHOOL’s students will be engaged in and govern the relationship between DHS, SCHOOL, and students.

This Work Order Contract is issued under the authority of Master Contract Number: [MPK-XXXXX], T-Number MOA07 (“Master Contract”), and is subject to all provisions of the Master Contract, which is incorporated into this Work Order Contract by reference.

Therefore, the Parties agree as follows:

**WORK ORDER**

**1. Term of Work Order.**

- 1.1 Effective date.** This Work Order Contract is effective on [BEGIN DATE], or the date the DHS obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date.** This Work Order Contract shall remain in effect until [END DATE], or until all obligations have been satisfactorily fulfilled, whichever occurs first. SCHOOL and its students must not begin work under this Work Order Contract until this Work Order Contract is fully executed and SCHOOL and each student has been notified by the State’s Authorized Representative to begin clinical/ educational training.

**2. Nature of Student Experience.**

Master MOA number:  
T-number: MOA07  
SWIFT WO number:  
MinnState OGC rev. 02.06.2018

A. **Description of Experience [Check all that apply].** Each student assigned by SCHOOL under this Work Order Contract will be participating in the following discipline(s):

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Physical Therapy</b>                        | <input type="checkbox"/> <b>Assistive Therapies</b> |
| <input type="checkbox"/> <b>Occupational Therapy</b>                    | <input type="checkbox"/> <b>Social Work</b>         |
| <input type="checkbox"/> <b>Chemical Health Counseling</b>              | <input type="checkbox"/> <b>Psychology</b>          |
| <input type="checkbox"/> <b>Mental Health Counseling</b>                | <input type="checkbox"/> <b>Pharmacy</b>            |
| <input type="checkbox"/> <b>Teaching</b>                                | <input type="checkbox"/> <b>Administration</b>      |
| <input type="checkbox"/> <b>Nursing</b>                                 |   |
| <input type="checkbox"/> <b>Other (please list and describe):</b> _____ |   |

B. **Type of Learning experience [Check all that apply].** Each student assigned by SCHOOL under this Work Order Contract will be participating in the following learning experience:

- Observational** – students will not have direct interaction with clients. They may shadow an employee, have access to client records and DHS information under the supervision of a DHS employee or instructor. Student is not entitled to any compensation from DHS.
- Practicums or clinical rotations**– available to nursing students, medical school students, and other graduate students who will participate and engage in interactive work with DHS clients and clinical staff for a time limited period. This experience satisfies the requirement of an academic course. Student is not entitled to any compensation from DHS.
- Internship** – undergraduate or graduate learning experience in various disciplines, including, but not limited to: social work, nursing, medicine, mental health therapy, chemical health therapy, psychology, physical therapy, or occupational therapy, which is available to individuals for a specified period of time that will vary. Internship satisfies the requirement of an academic course associated with the experience, and could be clinical, administrative or research focused. Student is not entitled to any compensation from DHS.

C. **Location of Learning Experience [Check all that apply].** Each student assigned by SCHOOL under this Work Order Contract will be located at the following DHS facility (hereinafter “Facility”):

- Anoka Metro Regional Treatment Center (AMRTC)**
- Child and Adolescent Behavioral Health Services (CABHS)**

- Community Behavioral Health Hospital (CBHH) – XXXX**
- Community Addition Recovery Enterprise (CARE) – XXXX**
- Dental Clinic – XXXX**
- Minnesota Specialty Health System (MSHS) – XXXX**
- Minnesota Security Hospital (MSH)**
- Minnesota Sex Offender Program (MSOP)**
- Other (please specify):**

**3. Project Managers and Responsible Authority.**

- 3.1 DHS.** DHS' Project Manager is [Name and title], or his/her successor. DHS' Project Manager has the responsibility to monitor the SCHOOL's and the students' performance.
- 3.1 SCHOOL.** SCHOOL'S Project Manager is [Name and title], or his/her successor. If SCHOOL's Project Manager changes at any time during this Work Order Contract, SCHOOL must notify DHS.
- 3.3 Information Privacy and Security.** [Name and title], or his/her successor, is SCHOOL'S and student's responsible authority for the purposes of complying with data privacy and security for this Work Order Contract.
- 3.4 SCHOOL Instructor (if applicable).** SCHOOL'S Instructor is [Name and title], or his/her successor. If SCHOOL's Instructor changes at any time during this Work Order Contract, SCHOOL must notify DHS.

**4. Duties OF School.**

- A. SCHOOL, at the direction of DHS, shall instruct and advise its students of relevant DHS policies and procedures, including the requirements under the Vulnerable Adults Act, the Minnesota Government Data Practices Act, and the Health Insurance Portability Accountability Act ("HIPAA"). DHS may require students to undergo additional training before starting the educational experience or interaction with DHS clients. Any additional training will be provided by DHS.
- B. SCHOOL shall provide each student a copy of the Master Contract and this Work Order Contract.
- C. SCHOOL shall schedule a follow-up meeting at DHS' Facility for the purpose of joint

Master MOA number:

Page 3

T-number: MOA07

Revised 2/6/2018

SWIFT WO number:

MinnState OGC rev. 02.06.2018

evaluation of the educational experience.

- D. Prior to performing any work under this Work Order Contract, SCHOOL shall ensure that each student has signed Attachment A, "Student Waiver", which is attached and incorporated into to this Work Order Contract. SCHOOL shall ensure that a copy of Attachment A is on file in each student's record. All copies of Attachment A executed under this Section are incorporated by reference and made part of this Work Order Contract.
- E. Prior to performing any work under this Work Order Contract, SCHOOL shall ensure that each student has signed Attachment B, "Student Agreement", which is attached and incorporated into to this Work Order Contract. SCHOOL shall ensure that a copy of Attachment B is on file in each student's record. All copies of Attachment B executed under this Section are incorporated by reference and made part of this Work Order Contract.
- F. The ratio of students to instructors shall not exceed ten to one when the students are actually at a DHS facility on a clinical assignment. This ratio may be exceeded for classroom instruction, group discussions or tours. Arrangements may be made with DHS's On-Site Supervisor to allow adjustment to this ratio based on DHS's ability to provide clinical supervision.
- G. SCHOOL shall appoint an Instructor to supervise each student's educational experience under this Work Order Contract. SCHOOL's Instructors will be responsible for planning, directing and evaluating the students' learning experience, in collaboration and coordination with DHS' authorized representative.

**5. Duties of DHS.** DHS shall:

- A. Accept from SCHOOL the number of students that staff, space, and DHS permit.
- B. Train the students on DHS' rules, policies, procedures, methods, and operations, including requirements that may be applicable to the students regarding the Vulnerable Adults Act, maltreatment of minors, consumer rights, professional boundaries and professional appearance, the Minnesota Government Data Practices Act, and HIPAA.
- C. DHS will accept responsibility for supervision and control of the students when SCHOOL'S Instructor is not present at DHS' Facility.

**6. Removal of Student.** SCHOOL or DHS may, in its discretion, with or without cause, remove a student from DHS' Facility and cancel the student's participation in this Work Order. The terms and conditions set forth in this Work Order Contract and the Master Contract shall remain in full force and effect.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
(Signature Page Follows).**

**1. SCHOOL**

The School/ Student certifies that the appropriate person(s) have executed the contract on behalf of the School as required by applicable articles, bylaws, resolutions or ordinances.

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**2. STUDENT (if applicable)**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**3. STATE AGENCY/PROGAM**

**By:**  
(with delegated authority)

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_  
WORKORDER

**ATTACHMENT A  
STUDENT WAIVER  
READ CAREFULLY BEFORE SIGNING**

In consideration for the opportunity to gain firsthand experience and receive training, and with the understanding that injury to student or loss of personal property may occur to the student while the student is participating in educational experiences described in the Master Contract and the Work Order Contract, the student waives the right to seek compensation or any other form of damages, direct or indirect, from DHS except for willful and intentional acts or omissions of DHS.

**Student Signature:**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print First and Last)

**ATTACHMENT B  
STUDENT AGREEMENT**

I, the student, agree to and warrant the following:

1. I am enrolled at \_\_\_\_\_ (“SCHOOL”) as an academic student with satisfactory academic standing and have been assigned to participate in the educational experience at DHS’ Facility during the term of this Work Order Contract.
2. I agree to comply with all DHS’ policies and procedures, and all requirements that are applicable to student under the Vulnerable Adults Act, the Minnesota Government Data Practices Act, and the Health Insurance Portability Accountability Act (“HIPAA”).
3. I have received and read a copy of the Master Contract and the Work Order Contract, including all attachments, between DHS and SCHOOL and agree to comply with the terms or conditions that are applicable to students.
4. I acknowledge and agree that DHS is acting as a facilitator only, and that the duties I may preform are performed as a student are not performed as an employee of DHS. I agree that I will not receive any money or compensation or benefits of any kind from DHS in exchange for my participation in the training experience.

\_\_\_\_\_  
Printed Name of Student

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
Date