

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

MEMORANDUM OF AGREEMENT

BETWEEN

SCHOOL NAME

AND

NORTH MEMORIAL HEALTH CARE

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **INSERT Name and Address of School including zip code** (hereinafter “College/University”), and **North Memorial Health Care, on behalf of itself and its corporate affiliates**, 3300 Oakdale Avenue North, Robbinsdale, Minnesota 55442 (hereinafter “Facility”).

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

WITNESSETH THAT:

WHEREAS, the College/University has established academic programs for qualified students preparing for and/or engaged in health careers; and

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

WHEREAS, the Facility is a licensed health care facility which provides various health care services to patients; and

WHEREAS, the Facility has suitable clinical facilities for the educational needs of the students who are enrolled in clinical education programs(s) of the College/University and accepted by the Facility; and

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

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

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

This Agreement applies to all of College/University's healthcare educational programs (hereinafter a "Program" or the "Programs") and in that regard, as of the Effective Date hereof, replaces any prior agreement governing student clinical experiences between the College/University and Facility, or any affiliate or department of Facility. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

As agreed by the parties, the clinical experience programs may take place at Facility's sites or affiliated sites identified in the attached Exhibit A, which may be updated from time to time in a writing signed by the parties.

I. COLLEGE/UNIVERSITY RESPONSIBILITIES

- A. The College/University, through its participating Programs, shall coordinate students' performance and participation in the clinical experience program at the Facility under this Agreement with an individual designated by Facility for such coordination.
- B. If applicable, the College/University agrees and represents that all of its faculty members participating in the clinical experience program are appropriately licensed/certified and are accountable for student experiences in their respective Programs.
- C. The College/University, which is accredited by the Higher Learning Commission, is responsible for offering programs that award degrees or certificates in nursing and other allied health programs. The College/University shall ensure that each Program accepted by Facility is accredited by the appropriate accrediting organization as required by Facility and applicable law. The College/University shall inform Facility promptly upon any material change in accreditation status.
- D. The College/University will supervise its students during the clinical experience program at the Facility. The College/University will provide its faculty to effectively implement the clinical experience program at the Facility. The College/University will provide at least one faculty member for approximately every eight (8) students (per specialty) while the students are in the clinical experience program at the Facility. The College/University faculty so assigned will hold current licensure valid in the State of Minnesota as required. If a College/University faculty member will not be on site at the Facility to implement the clinical experience program, supervision of students at the Facility by Facility staff must be agreed upon prior to the start of each clinical rotation.
- E. 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.
- F. 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.
- G. 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 clinical experience program.

- H. The College/University will inform its faculty and students of the Facility's policies and guidelines which relate to the clinical experience program at the Facility.
- I. The College/University will inform its faculty and the students who are participating in the clinical experience program that they are encouraged to carry their own health insurance and must carry their own professional liability insurance if professional liability insurance is not provided by the College/University.
- J. The College/University will maintain a record of students' health examinations and current immunizations and shall obtain students' permission to submit data regarding their health status to the Facility. The College/University shall submit this data to the Facility upon the Facility's request.

For College/University faculty and students who provide direct care or interact with staff in patient areas, these records shall document the following:

- 1) Rubella, mumps and rubeola immunity as evidenced by either: documentation of two doses of MMR vaccine or blood titers confirming immunity.
 - 2) Negative tuberculin test (Mantoux) within the last 12 months or if history of positive Mantoux, a negative chest x-ray within the last 12 months. The QuantiFERON gold or T-Spot can be substituted for a 2-Step TB skin test. (Should a student or faculty member convert to a positive Mantoux while participating in a clinical experience, the College/University must immediately report such test result to Facility.)
 - 3) One pertussis containing booster vaccine (Tdap) in adulthood as well as a tetanus containing vaccine within the last 10 years.
 - 4) Completed Hepatitis B series or written declination.
 - 5) Annual influenza vaccine administered during the CDC identified flu season which runs October 1 – March 31 (written declination signed by a medical doctor accepted only in cases of medical contraindications).
 - 6) Varicella immunity as evidenced by either: documentation of two doses of varicella vaccine or a blood titer confirming immunity.
 - 7) Other medical information that is job related and consistent with business necessity. Such information includes, but is not limited to, information that Facility deems necessary to:
 - Protect against a direct threat to safety or health of the student, patients, employees, or others;
 - Determine whether the individual is able to perform the essential functions of the position or assignment, with or without reasonable accommodation; or
 - Comply with applicable state or federal law.
- K. As a pre-condition to students and faculty members' participation in a clinical education program at the Facility, the College/University will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies; undergo a national criminal background check covering at least

seven (7) years; and provide written authorization for the College/University to release the results of these studies/checks to the Facility. 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 and criminal background check.

- L. The College/University represents that the students and faculty participating in the clinical experience programs have been instructed on the confidentiality of medical and personal information related to patients, including HIPAA.

II. FACILITY RESPONSIBILITIES

- A. The Facility will maintain current accreditation by Det Norske Veritas (DNV) or any other appropriate and required accrediting body.
- B. The Facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience program at the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the clinical experience programs and may immediately suspend or terminate a student's participation in the clinical education program at the Facility and remove him/her from the Facility if his/her behavior threatens the health, safety or welfare of Facility's patients, visitors, or staff, or others. In all other (non-emergency) instances, Facility shall consult with the College/University before taking any action to suspend or terminate the participation of a student.
- C. The Facility will provide the College/University with a copy of its policies and guidelines 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. When available, the College/University faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.
- H. The Facility will make locker or cloak room areas available for the College/University faculty and students during assigned clinical experience program hours. These areas may be shared by other faculty and students.
- I. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking, health care, or other expenses 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 and parking spaces on the same basis as employees of the Facility.

- 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 guidelines before the College/University assigns its faculty to the Facility.
- B. **HIPAA.** Solely for the purposes of defining the College/University students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the College/University 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:
- 1) Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
 - 2) Communication to familiarize the College/University faculty with the Facility's philosophy, policy and program expectations;
 - 3) 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;
 - 4) Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - 5) Communication to identify areas of mutual need or concern;
 - 6) Communication to seek solutions to any problems which may arise in the clinical experience programs; and
 - 7) 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 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.

1) **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 \$500,000.00 per person and \$1,500,000.00 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.

2) **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 clinical experience program to maintain Professional Liability insurance, with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.

The Facility will maintain Professional Liability insurance covering itself and its employees, 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.

3) **Additional Conditions:**

An Umbrella or Excess Liability insurance policy may be used to supplement the Facility's policy limits to satisfy the full policy limits required by the Agreement.

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

If Facility receives a cancellation notice from an insurance carrier affording coverage herein, Facility agrees to notify the College/University within five (5) business days of receiving cancellation notice, unless Facility's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the College/University.

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

E. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Notwithstanding anything herein to the contrary, or appearing to be to the contrary, the Facility and the College/University

retain their own separate responsibility for compliance with the ADA and all related laws and regulations, and neither assumes responsibility or liability for the other's compliance or non-compliance therewith.

IV. STUDENT REQUIREMENTS

- A. Each student 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 an update of required immunizations. The health examination shall include a Mantoux test or chest x-ray and verification of immunity for rubeola and rubella. A list of those students with positive Mantoux or negative rubeola/rubella results may, at the request of the Facility, be provided to the Facility.
- B. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.
- C. Students participating in the clinical experience program must carry their own professional liability insurance if professional liability insurance is not provided by the College/University.

V. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- A. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the College/University.
- B. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.
- C. The Facility shall provide initial care and baseline lab work for College/University students and faculty who report an exposure incident. For the purposes of this paragraph, an "exposure incident" shall include a specific eye, mouth or other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious material that occurs at the Facility during the clinical experience program.
- 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.
- E. College/University acknowledges the risk of participating in a clinical experience program during health emergencies (including but not limited to the COVID-19 pandemic) and shall not hold

Facility or its officers, directors, employees, agents, representatives, successors or assigns responsible for any injury or illness that may arise from or relate to a health emergency.

- F. Facility, at its sole discretion, reserves the right to require additional vaccinations for the student participating in clinical experiences at its affiliate sites as it deems necessary in response to a pandemic or other medical incident.

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 **Date**, or when fully executed, and shall remain in effect until **Date**. This Agreement may be terminated by either party at any time upon at least one hundred fifty (150) days written notice to the other party.

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.
- B. The parties agree that individual patient care and client services are not controlled, supervised, or paid for by the College/University, and the College/University does not derive revenue from the Facility's patients, clients, or third-party services provided at the Facility. 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, upon reasonable request, and the Legislative Auditor to the extent permitted by Minnesota Statutes, sections 3.97 – 3.979.

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 Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this Agreement. 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.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this Agreement.

XIII. OTHER PROVISIONS

- A. Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association between the parties, nor shall either party, its employees, agents, students, or representatives be considered employees, agents, or representatives of the other party, unless otherwise expressly agreed to in writing.
- B. The College/University will place only students who have satisfactorily completed all prerequisite courses and any other academic requirements and have been recommended by faculty for placement in the clinical experience.
- C. Accepting students for clinical experience is at the sole discretion of the Facility and such decision shall be based upon staffing levels and availability of a mentor to oversee the clinical experience. Facility shall communicate to the College/University in advance of the beginning of an academic period whether Facility will have appropriate staffing levels to accommodate student placements.
- D. The College/University will, where applicable, train students in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical experience program.
- E. The Facility reserves the right to suspend student clinical experiences in the event of extenuating circumstances e.g. a work stoppage. Should this occur Facility shall notify the College/University as soon as possible. The College/University and the Facility will cooperatively determine an alternate plan for affected students if necessary.

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)
Date

By (authorized signature and printed name)
Title
Date

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES

[School Name]:

College/University represents that the appropriate person(s) have executed the Agreement on behalf of the College/University as required by applicable laws and regulations.

By
Date

**3. Minnesota State Colleges and Universities
AS TO FORM AND EXECUTION:**

By
Date

MINNESOTA STATE COLLEGES AND UNIVERSITIES

EXHIBIT A

AFFILIATE SITES COVERED UNDER THIS AGREEMENT

North Memorial Health Care system, including:

North Memorial Health Hospital

Maple Grove Hospital

North Memorial Health Clinic System (primary care, specialty care, urgent care clinics; urgency centers)

North Memorial Health Ambulatory Care

North Memorial Health Ambulance Services

North Memorial Health Air Care

Exhibit A will also include any wholly owned clinics of North Memorial Health Care purchased or opened prior to the termination of this Agreement.