

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

STUDENT AFFILIATION AGREEMENT

This Agreement sets forth the understanding between Sanford, a North Dakota nonprofit corporation located at 801 Broadway N, Fargo, North Dakota 58122, on behalf of itself and its affiliates (hereafter collectively “SANFORD”), and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of [INSERT NAME OF COLLEGE OR UNIVERSITY] located at [INSERT FULL ADDRESS OF COLLEGE/ UNIVERSITY] (hereafter “EDUCATIONAL INSTITUTION”).

W I T N E S S E T H:

WHEREAS, EDUCATIONAL INSTITUTION desires to provide education, instruction and clinical experience for its students; and

WHEREAS, SANFORD has entities that can provide a setting in which students enrolled at EDUCATIONAL INSTITUTION may participate in clinical practice activities and/or other educational activities; and

WHEREAS, EDUCATIONAL INSTITUTION and SANFORD desire to enter into this Agreement for the educational benefit of the students; and

WHEREAS, this Agreement, when fully executed by both parties, supersedes all previously executed Agreements between EDUCATIONAL INSTITUTION, and SANFORD and its owned and leased affiliates; and

WHEREAS, this agreement applies to all EDUCATIONAL INSTITUTION’s educational programs identified on Exhibit A attached hereto (“Program” or “Programs”) and to SANFORD.

NOW, THEREFORE, in consideration of these premises and of the following mutual promises, covenants and conditions, the parties agree as follows:

ARTICLE I

EDUCATIONAL INSTITUTION Responsibilities

- A. EDUCATIONAL INSTITUTION, through its participating Programs, identified on Exhibit A attached hereto and incorporated as part of the Agreement, shall coordinate student performance/participation in the clinical training at SANFORD under this agreement (“Training Program”) with an individual designated by SANFORD for such coordination. If initiated pursuant to a structured program and coordinated by an EDUCATIONAL INSTITUTION faculty member, such EDUCATIONAL INSTITUTION faculty member assumes responsibility for planning, directing, and evaluating the student’s learning experience, i.e., providing classroom instruction to assume practicum responsibility, and evaluation for the student throughout the Program
- B. If applicable, EDUCATIONAL INSTITUTION agrees and represents that all faculty members participating in the Training Program are appropriately licensed/certified in the state(s) where the Training Program activities will be performed and are qualified to assume accountability for student experiences in their respective Programs.

- C. EDUCATIONAL INSTITUTION agrees and represents that each student participating in the Training Program is in good academic standing and qualified to perform/participate in the Training Program.
- D. EDUCATIONAL INSTITUTION shall maintain approval and licensure by the appropriate or required accrediting body and any other agency required by law.
- E. Each EDUCATIONAL INSTITUTION Program participating in the Training Program under this agreement shall submit to SANFORD, upon request:
 1. Program philosophy, objectives and type of learning experience desired.
 2. Dates, time, number and academic level of students to be assigned to each unit within SANFORD.
 3. Name, license number, and credentials of faculty member providing the practicum instruction, if applicable.
 4. Prior notice of any proposed changes to any assigned student's schedule.
- F. EDUCATIONAL INSTITUTION agrees and represents that each student and faculty member participating in the Training Program has on record at EDUCATIONAL INSTITUTION clinical documentation of the following consistent with all health service requirements for SANFORD employees current as of the date(s) of student/faculty participation, including, but not limited to: immunity to, or vaccination for, measles, mumps, rubella and varicella; negative TB status; and COVID-19 (and its variants) and seasonal flu vaccinations. Documentation of student and faculty health service requirements will be maintained by and at EDUCATIONAL INSTITUTION for the duration of student and faculty member participation in the Training Program and shall be available to SANFORD upon request.

In addition, EDUCATIONAL INSTITUTION will inform students and faculty members that immunity to Hepatitis B and a current tetanus booster are recommended but not required and are not provided by SANFORD. EDUCATIONAL INSTITUTION shall inform students and faculty that they are not to participate in the care of patients if they have an active infection or a contagious illness.

- G. EDUCATIONAL INSTITUTION shall require each student and faculty member participating in the Training Program to view SANFORD's online HIPAA training prior to participation in the Training Program. SANFORD shall make the HIPAA training available to students and faculty.
- H. EDUCATIONAL INSTITUTION shall inform each student and faculty member participating in the Training Program of SANFORD'S requirement that said student must provide to EDUCATIONAL INSTITUTION the results of a national background and criminal screening, covering a period of at least seven (7) years, dated within one (1) year prior to the student's/faculty's Training Program start date. The student or faculty member, if applicable, shall be responsible for arranging the national background screening, providing said screening results to EDUCATIONAL INSTITUTION and all costs associated with such screening.

The background screening must include at the minimum:

1. Social Security Trace
2. County Criminal Record History
3. State by State Sex Offender Search and search of applicable state exclusion lists.
4. Federal List of Excluded Individuals & Entities (LEIE), Excluded Parties List System (EPLS) and System for Award Management (SAM).

EDUCATIONAL INSTITUTION or student/faculty shall notify SANFORD of any incident(s) disclosed by a student's/faculty's background and criminal screening. SANFORD retains in its sole and absolute discretion the right to decide if said incident(s) disqualifies the student from participation in the Training Program at SANFORD.

- I. EDUCATIONAL INSTITUTION shall 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 at SANFORD's facilities in Minnesota. The EDUCATIONAL INSTITUTION will not assign a student or faculty member to SANFORD if his/her background study documents ineligibility to have direct contact with SANFORD'S patients or residents under applicable law or regulations. If requested, EDUCATIONAL INSTITUTION shall provide SANFORD with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.
- J. EDUCATIONAL INSTITUTION Program faculty shall complete a Training Program verification form made available by SANFORD which verifies compliance of all students and faculty participating in the Training Program with the requirements enumerated in Article I.F., I.G. and I.H. The Training Program may not begin until the verification form is received by SANFORD and this Agreement is fully-executed.
- K. Students and faculty members of the EDUCATIONAL INSTITUTION shall abide by all applicable policies and procedures of SANFORD and all applicable federal, state and local laws, rules and regulations, including all laws pertaining to confidentiality and security of individually identifiable health information (expressly including the HIPAA regulations set forth at 45 CFR Parts 160 and 164, and any policies and procedures related to SANFORD's electronic medical records system (including and without limitation, any required SANFORD'S One Chart User Agreements)). Students and faculty members of EDUCATIONAL INSTITUTION shall use appropriate safeguards to prevent the use and/or disclosure of patient identifiable medical information. Any known misuse of patient identifiable medical information shall be immediately reported to SANFORD. Any violation of laws, rules or regulations or SANFORD's policies and procedures and/or willful misconduct or negligence by a student or faculty member, will result in immediate termination of the student or faculty member's privileges at SANFORD.
- L. EDUCATIONAL INSTITUTION, its faculty and students shall perform under the Training Program in accordance with applicable written policies of SANFORD that may be updated from time to time.
- M. For purposes of this Agreement, the term "SANFORD Confidential Information" means all information, in oral, written, visual, and/or other tangible form which may include, but is not limited to, documents, information, techniques, technology, data, samples, substances and materials provided by or on behalf of SANFORD in connection with the Training Program to the extent that such information also falls within the definition of "trade secret" in Minnesota Statutes section 13.37 subdivision 1(b). All SANFORD Confidential Information will be disclosed in confidence and trust, and EDUCATIONAL INSTITUTION, its students and faculty members shall not, directly or indirectly, use this information for any purpose other than participation in the Training Program at SANFORD, except as may be required or permitted by applicable law, applicable patient authorization, applicable court order, or applicable subpoena. Further, EDUCATIONAL INSTITUTION agrees not to disclose, publish, disseminate, or otherwise permit any unauthorized use of or access to any SANFORD Confidential Information in any way except with the written consent of SANFORD. EDUCATIONAL INSTITUTION agrees that its faculty, employees and students will employ all reasonable steps to protect SANFORD Confidential Information from unauthorized or

inadvertent disclosure. The provisions of this Agreement shall not pertain to (a) information or data that is publicly available other than as a result of any improper disclosure, including, without limitation, a disclosure in violation of any of the terms of this Agreement; or (b) information that is required to be produced or disclosed pursuant to subpoena or other legal process. EDUCATIONAL INSTITUTION agrees to notify SANFORD if it, its employees or students are requested to provide any such information or are the subject of any court order or subpoena seeking such information. Such notice shall be given within sufficient time to allow SANFORD to review the request and to take necessary steps to object to such request, subpoena or court order. This provision shall survive the termination of this Agreement.

- N. EDUCATIONAL INSTITUTION as well as its faculty and students, acknowledge that SANFORD's Confidential Information may contain valuable trade secrets of SANFORD, which are subject to applicable trade secret laws. EDUCATIONAL INSTITUTION further acknowledges, on behalf of itself, its faculty members and students, that the unauthorized disclosure, use, or disposition of SANFORD's Confidential Information may cause irreparable harm and significant injury which may not be recovered at law and agrees that SANFORD shall have the right to seek immediate injunctive relief due to any existing or threatened breach of this Agreement, in addition to any other remedies that may be available at law or in equity.
- O. EDUCATIONAL INSTITUTION shall be responsible for informing its faculty and students who will be participating in the Training Program at SANFORD of EDUCATIONAL INSTITUTION's obligations under this Agreement, and shall require like obligations of said faculty members and students with respect to SANFORD's Confidential Information.

ARTICLE II SANFORD Responsibilities

- A. SANFORD shall provide the Training Program activities necessary to meet the objectives of the Programs listed in Exhibit A, hereto. This Agreement also applies to any SANFORD facility(s) which become part of SANFORD after the Agreement effective date. SANFORD shall notify EDUCATIONAL INSTITUTION in writing of any new or subsequently acquired SANFORD facility to be covered under this Agreement and the effective date of such change.
- B. SANFORD shall have sole authority in establishing rules and regulations that govern the care of all patients observed by or assigned to EDUCATIONAL INSTITUTION students and faculty participating in the Training Program. Any violation of laws, rules or regulations, or SANFORD policies and procedures and/or willful misconduct or negligence by a student or faculty member, may result in termination of this Agreement.
- C. SANFORD shall inform students and faculty members assigned to Training Programs at SANFORD of SANFORD's policies, rules, and regulations that relate to the Training Programs, including but not limited to confidentiality, trade secrets, infection control and safety.
- D. SANFORD shall provide emergency care for EDUCATIONAL INSTITUTION students and faculty in the event of emergencies occurring while students are participating in the Training Program. Charges rendered will be billed directly to the student/faculty member. EDUCATIONAL INSTITUTION student and faculty exposures to infectious diseases will follow procedures established for SANFORD employees.

Any EDUCATIONAL INSTITUTION faculty member or student who is injured or becomes ill while at SANFORD shall immediately report the injury or illness to SANFORD and receive treatment (if available) at SANFORD 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 EDUCATIONAL INSTITUTION faculty member or student who receives the treatment and not the responsibility of SANFORD or the EDUCATIONAL INSTITUTION.

EDUCATIONAL INSTITUTION faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the Training program must report the fact to the EDUCATIONAL INSTITUTION and to SANFORD. Before returning to SANFORD, such an EDUCATIONAL INSTITUTION faculty member or student must submit proof of recovery to the EDUCATIONAL INSTITUTION or SANFORD, if requested.

- E. SANFORD shall maintain health care delivery services without reliance on students.
- F. SANFORD shall furnish scrubs and personal protective equipment for students and faculty when required by SANFORD. To the extent SANFORD provides access to locker room or cloak room facilities to undergraduate students from other institutions, SANFORD will provide similar access to EDUCATIONAL INSTITUTION's students.
- G. SANFORD assumes no responsibility for the cost of meals, housing, parking or health care of EDUCATIONAL INSTITUTION's faculty and students who are participating in the clinical experience program. SANFORD will permit EDUCATIONAL INSTITUTION faculty and students who are participating in the clinical experience program to use any cafeteria on the same basis as faculty or students from other undergraduate institutions. SANFORD will permit EDUCATIONAL INSTITUTION faculty to use SANFORD parking spaces under the same policies governing access to SANFORD parking spaces by faculty of other undergraduate institutions.
- H. To the extent SANFORD provides access to offices, conference rooms or libraries to faculty and undergraduate students from other institutions, SANFORD will provide similar access to EDUCATIONAL INSTITUTION's faculty and undergraduate students.
- I. SANFORD agrees that in fulfilling the duties of this Agreement, SANFORD 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 EDUCATIONAL INSTITUTION 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.

ARTICLE III

Joint Responsibilities

- A. SANFORD is ultimately responsible for patient care and treatment and as such is entitled to broad discretion regarding access to SANFORD facilities and patients. Accordingly, the EDUCATIONAL INSTITUTION shall provide SANFORD, in advance, the names and information as set forth in Article I E. regarding all students and faculty members requesting Training Program access to SANFORD facilities and patients. SANFORD reserves the right in its sole discretion, with or without cause, to decline such requests or discontinue the access of a student or faculty member to SANFORD patients and facilities unless prohibited by law. Further, SANFORD reserves the right to remove from the

Training Program any student or faculty member whose work, conduct, or health may have a detrimental effect on patients or the organization, and/or reserve the right to refuse acceptance of any student or faculty member who has previously been discharged by SANFORD for reasons which would make affiliation undesirable. It is agreed that SANFORD may immediately terminate the participation in the program by any of the students enrolled in the program where an emergency exists involving health, safety or patient care. In non-emergency situations, SANFORD shall communicate with the EDUCATIONAL INSTITUTION before taking any action to terminate the participation of a student. However, Sanford retains the right in its sole and absolute discretion to terminate any student's participation in the program.

- B. The number of students assigned to SANFORD during any instructional period shall be established by mutual agreement of the parties.
- C. If applicable, a mutually planned orientation program will be provided for the faculty of EDUCATIONAL INSTITUTION to orient them to SANFORD's policies and procedures prior to the beginning of the Training Program. Faculty shall receive no remuneration from SANFORD.
- D. Neither the EDUCATIONAL INSTITUTION nor SANFORD shall be responsible for the transportation of students participating in the Training Program.
- E. Neither students nor faculty of the EDUCATIONAL INSTITUTION nor SANFORD personnel shall discriminate against the other on the basis of age, religion, race, color, creed, national origin, disability, sex, sexual orientation, or military or veteran status or 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.
- F. No form of harassment of or by students, faculty, or others associated with the EDUCATIONAL INSTITUTION or of or by any personnel associated with SANFORD shall be permitted under any circumstances. All reported incidents will be investigated, and acts of prohibited behavior will result in corrective action.
- G. Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of SANFORD'S protected health information, the EDUCATIONAL INSTITUTION, students and faculty engaged in Training Program activities pursuant to this Agreement are members of the SANFORD'S workforce, as that term is defined in 45 CFR 160.103. Except as set forth above, the EDUCATIONAL INSTITUTION students and faculty are not, and shall not be construed to be, employees of SANFORD. The EDUCATIONAL INSTITUTION shall cooperate with SANFORD 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 SANFORD, the EDUCATIONAL INSTITUTION shall instruct its students and faculty to comply with SANFORD'S policies and procedures governing the use and disclosure of individually identifiable health information.
- H. For the purpose of this agreement, EDUCATIONAL INSTITUTION and SANFORD agree that the parties to this Agreement are independent contractors. SANFORD shall not be responsible for worker's compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by SANFORD to its own employees. Nothing in this Agreement is intended or should be construed as creating a partnership or other form of joint venture between SANFORD and EDUCATIONAL INSTITUTION. Nothing in this Agreement should be construed as requiring either party to refer patients to the other or to utilize the services of the other.

I. **Insurance coverage**

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.

Commercial General Liability Insurance

The EDUCATIONAL INSTITUTION will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subdv. 4, with limits not less than \$500,000.00 per person and \$1,500,000.00 per occurrence for bodily injury and property damage.

SANFORD 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.

Professional Liability Insurance

The EDUCATIONAL INSTITUTION will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.

SANFORD 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; provided, however, that SANFORD may self-insure that coverage and has excess coverage significantly beyond those limits.

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 upon request.

Additional Conditions

An Umbrella or Excess Liability insurance policy may be used to supplement SANFORD'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 SANFORD receives a cancellation notice from an insurance carrier affording coverage herein, SANFORD agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless SANFORD'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 EDUCATIONAL INSTITUTION.

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

- J. Personnel of the EDUCATIONAL INSTITUTION and SANFORD will communicate regarding planning, development, implementation, and evaluation of the Training Program. The communication may include but not be limited to:
1. Communication to familiarize SANFORD personnel with the Program's philosophy, goals and curriculum;
 2. Communication to familiarize the EDUCATIONAL INSTITUTION'S faculty with SANFORD'S philosophy, policy and Training Program expectations;
 3. Communication to keep both parties and the parties' personnel who are assigned to the Training 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 Training Program; and
 7. Communication to facilitate evaluation procedures which may be required for Program approval or accreditation purposes or which might improve patient care or the EDUCATIONAL INSTITUTION'S Programs' curricula.

ARTICLE IV

Termination and Renewal

This Agreement is effective [enter date here] or when fully executed whichever occurs later and shall continue through [enter date not to exceed 5 years from execution date]. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice. In the event either party terminates this Agreement, any students who are currently participating in good standing in a Training Program at SANFORD shall be allowed to complete the Training Program, unless SANFORD determines that such continuation would be detrimental to its provision of health care services. Any provisions set forth in the Agreement with respect to said students' responsibilities and obligations shall remain in full force and effect.

ARTICLE V

Liability

Each party agrees that it will be responsible for its own acts and the acts of its agents, together with the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party or the acts of the other party's agents and the results thereof. The EDUCATIONAL INSTITUTION's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

ARTICLE VI

Miscellaneous

- A. This Agreement and any attached Exhibits set forth the understanding and agreement between the parties, and shall be binding upon the parties and their respective successors, heirs and assigns. All prior negotiations, agreements and understandings are superseded and wholly unenforceable.
- B. This Agreement may not be amended or revised without the written consent of the parties. This Agreement may not be assigned by either party without the written consent of the other.

- C. If any term or provision of this Agreement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of the terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- D. If either party waives a breach of one of this Agreement’s provisions by the other party, that waiver shall not operate or be construed as a waiver of any other of this Agreement’s provisions or as a waiver of a subsequent similar breach.
- E. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the Training Program, except as expressly set forth in this Agreement or a subsequent financial addendum. SANFORD shall not provide any payment or compensation to medical assistant students participating in the Training Program.
- F. SANFORD and the EDUCATIONAL INSTITUTION must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the EDUCATIONAL INSTITUTION in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by SANFORD 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 SANFORD or the EDUCATIONAL INSTITUTION. In the event SANFORD receives a request to release the data referred to in this clause, SANFORD must notify the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION will give SANFORD 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.

- G. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Notwithstanding the foregoing, this Agreement shall not be construed to deprive the State of Minnesota of its sovereign immunity or of any legal requirements, prohibitions, protections, exclusions or limitations afforded to the State under Minnesota law.

ARTICLE VII
Notices

Notices may be mailed to the parties at the following addresses:

EDUCATIONAL INSTITUTION: _____

Attn:

SANFORD Senior Director, Learning Strategies-LEAD
 Sanford
 2301 East 60th St N
 Sioux Falls, SD 57117

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective as of the date last executed below:

SANFORD

MINNESOTA STATE COLLEGES AND UNIVERSITIES

[Insert College/University Name]

By: _____
Deborah Letcher, PhD, RN
Title: Senior Director, Learning Strategies-LEAD
Sanford

By: _____
[print name here]
Title: _____

Date: _____

Date: _____

By: _____
[insert printed name here]
Title: _____

Date: _____

By: _____
[insert printed name here]

Title: _____

Date: _____

**EXHIBIT A
TO
SANFORD
AND
MINNESOTA STATE COLLEGES AND UNIVERSITIES
[INSERT NAME OF COLLEGE OR UNIVERSITY]**

STUDENT AFFILIATION AGREEMENT

EDUCATIONAL INSTITUTION PROGRAMS COVERED UNDER THIS AGREEMENT

[Complete this section before signing agreement. Insert names of all programs covered here.]

Clinical experience for students shall be in accordance with the applicable scope of practice.