

**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**[INSERT NAME OF COLLEGE OR UNIVERSITY]**

**AND**

**ALLINA HEALTH SYSTEM**

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 OF COLLEGE OR UNIVERSITY]** (hereinafter “College/University”), and Allina Health System, a Minnesota nonprofit corporation located at 2925 Chicago Avenue South, Minneapolis, Minnesota (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 educational programs designed specifically to train professionals in certain health care specialties (the “Educational Programs”); and

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

WHEREAS, the Facility has suitable clinical facilities for the educational needs of the Educational Programs of the College/University; and

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

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

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

**I. COLLEGE/UNIVERSITY RESPONSIBILITIES**

- A. The College/University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering one or more of the Educational

Programs. Each program shall be approved by appropriate state agencies, as required by state law or regulation.

- B. The College/University will supervise its students during the clinical experience program at the Facility. For nursing Educational Programs, the College/University will provide its nursing faculty to effectively implement the clinical experience program at the Facility and will provide at least one nursing faculty member for a clinical group of students as agreed to by Facility while the students are in the clinical experience program at the Facility. The College/University faculty so assigned to nursing Educational Programs will hold current R.N. licensure valid in the State of Minnesota or, as applicable, Wisconsin. For all other Educational Programs, unless otherwise agreed to in writing by Facility, the College/University will provide faculty that have the necessary background and skills, as well as a current Minnesota or Wisconsin license, as applicable. The College/University will provide Facility with the College/University faculty to student ratio and the on-site availability of College/University faculty and will require faculty to participate in orientation and other training sessions as Facility reasonably requires.
- C. 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.
- D. 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.
- E. The College/University will provide the Facility with a list of the students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- F. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the clinical experience program at the Facility. College/University faculty and students must comply with Facility's policies and procedures which relate to the clinical experience program at the Facility. These policies and procedures may be changed by Facility at any time in its sole discretion and, upon notice to the College/University, compliance with such changed policies and procedures is required.
- G. 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 are responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.
- H. 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.
- I. The College/University agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation

in the clinical experience. 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 pursuant to the written consent of the subject. Facility may reject any student for whom no background study is provided. In the event Facility requests a copy of the current background study for a student, the College/University agrees to provide Facility updated background study results on a continuing basis in a manner that will permit the Facility to always have on file a current copy of background study results for each student providing direct contract services at the Facility.

## **II. FACILITY RESPONSIBILITIES**

- A. The Facility will maintain current accreditation by The Joint Commission 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 program and may immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, Facility shall consult with the College/University before taking any action to terminate the participation of a student. When agreed to by Facility and the College/University, Facility will provide instructors that have the necessary background and skills, as well as a current Minnesota or Wisconsin license, as applicable, to supervise students participating in the clinical experience program at the Facility.
- C. The Facility will provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.
- D. The Facility will permit the College/University faculty and students to use its patient care and patient service facilities for clinical instruction according to a mutually-approved plan.
- E. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences with College/University faculty, for planning with College/University faculty, and for such other assistance as shall be mutually agreeable.
- F. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the clinical experience program.
- G. The College/University faculty and students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.
- H. To the extent already available at the Facility, Facility will make locker or cloak room facilities available for the College/University faculty and students during assigned

clinical experience program hours. These facilities may be shared by other faculty and students. Facility is not and will not be responsible for any theft, loss, or damage to any items placed in available locker or cloak room facilities by faculty or students.

- I. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of College/University faculty and students who are participating in the clinical experience program. The Facility will permit College/University faculty and students who are participating in the clinical experience program to use any cafeteria on the same basis as employees of the Facility. The Facility will permit College/University faculty to use Facility parking spaces under the same policies governing Facility personnel.
- J. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

K. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

**III. MUTUAL RESPONSIBILITIES**

- A. The College/University and the Facility assume joint responsibility for the orientation of the College/University faculty to Facility policies and regulations before the College/University assigns its faculty to the Facility.
- B. **HIPAA.** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the College/University and faculty engaged in activities pursuant to this Agreement are members of the Facility workforce, as that term is defined in 45 CFR 160.103. The College/University students and faculty are not, and shall not be construed to be, employees of Facility.

The College/University shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at Facility, the College/University shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

- C. Personnel of the College/University and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
- a. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
  - b. Communication to familiarize the College/University faculty with the Facility's philosophy, policy and program expectations;
  - c. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;
  - d. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
  - e. Communication to identify areas of mutual need or concern;
  - f. Communication to seek solutions to any problems which may arise in the clinical experience programs; and
  - g. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the College/University's applicable Educational Program curriculum.
- D. **INSURANCE.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

**a. Commercial General Liability Insurance**

The College/University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

The Facility will maintain Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.

**b. Professional Liability Insurance**

The College/University will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$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.

**c. 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 State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Facility's policy(ies) contain a provision that coverage afforded under these policy(ies) will not be cancelled without at least thirty (30) days' advance written notice to the 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.

#### **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. Facility will inform the College/University of the specific requirements for the students and faculty, which the Facility may change at any time, and when possible upon 8 weeks advance notice to the College/University, when it deems such change necessary for the safety and care of its patients and employees. Facility may provide the College/University a student/faculty clinical requirements form to be filled out by the College/University and provided to the Facility. The Facility may amend its form at any time. The College/University will not be required to provide any medical records of the faculty or student to the Facility without the faculty or student's consent.
- 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 shall be responsible for carrying 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 follow, for College/University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- D. College/University faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program must report the fact to their College/University and to the Facility. Before returning to the Facility, such a College/University faculty member or student must submit proof of recovery to the College/University or Facility, if requested.

**VI. LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

**VII. TERM OF AGREEMENT**

This Agreement is effective on the later of \_\_\_\_\_, 20\_\_, or when fully executed, and shall remain in effect until \_\_\_\_\_, 20\_\_. This Agreement may be terminated by either party at any time with or without cause upon 90 days' advance written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

**VIII. FINANCIAL CONSIDERATION**

- A. The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places in the clinical experience program.
- B. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement.

**IX. AMENDMENTS**

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

**X. ASSIGNMENT**

Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, except that Facility may assign this Agreement to any party controlling, controlled by, or affiliated with Facility, without the College/University's consent. Notice of any assignment by Facility will be provided to the College/University within a reasonable time.

**XI. STATE AUDIT**

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

**XII. DATA PRIVACY**

The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

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. Participating Facility Sites. Facility agrees to permit the College/University to place its students and faculty, if applicable, at hospitals and clinics within Allina Health System (individually a "Site" and collectively, the "Sites") for the purpose of providing clinical experiences to College/University students. Facility will identify to the College/University specific Sites that have agreed to accept students and faculty from the College/University, and the College/University will assign students and faculty consistent with such identification. Facility may also identify, where applicable, the specific Educational Programs from which students will be accepted. Facility reserves the right to reject the College/University's placement of a student or faculty at a Site, including the number of students placed.
- B. Services Provided by Site. Each Site, within the standard of patient care which it has established, will accommodate the clinical assignments and training planned by the College/University and its faculty, including attendance of students and faculty on

Site units, use of reasonable amounts of Site staff time, and such other assistance as is mutually agreeable to the parties.

- C. Qualifications of Students. The College/University is responsible for assuring that the students placed in the Sites meet academic and clinical qualifications necessary to successfully participate in the clinical experience program at the Sites. The College/University will notify Site of any information it has with respect to a student that indicates that the student may pose a threat to the health or safety of patients or employees.
- D. Risk Management Fund. The College/University is a Minnesota State Agency and is self-insured through the Minnesota Risk Management Fund. The State's liabilities are stated in the Minnesota Torts Claims Act, Minn. Stat. 3.732 et seq. which prescribes the settlement of claims and the applicable limits and exclusions thereunder: \$1.5 million for any number of claims arising out of a single occurrence.
- E. Medicare Access. If legally required, for a period of 4 years from termination of this Agreement, the College/University will make available to authorized agents of the Secretary of Health and Human Services, this Agreement, any amendments to this Agreement, and any books, documents or records belonging to the College/University, its subcontractors (if applicable), or any related corporation that may be necessary to verify the nature and extent of any payments made to the College/University hereunder. Any such access will be in accordance with the written regulations established by the Secretary of Health and Human Services.
- F. Notices. Any notice pursuant to this Agreement must be in writing and must be personally delivered, sent by email, or sent by certified mail addressed to the parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent.

If to Facility: Allina Health System  
Learning and Development  
PO Box 43, MR 10701  
Minneapolis, MN 55440-0043  
Attn: Kate Herrick, Operations Administrator  
Kathleen.Herrick@allina.com

If to College/University:

- G. Impossibility of Performance. Neither party will be deemed to be in default under this Agreement if it is prevented from performing its obligations hereunder for any reason beyond its control or is materially adversely affected in the performance of its obligations by acts of God, acts of civil or military authority, fires, floods or other natural disasters, strikes, governmental laws and regulations.
- H. No Third Party Beneficiaries. Nothing in this Agreement may be construed as creating any obligations by Facility or College/University to any person or entity not expressly made a party to this Agreement, including College/University's students or

instructors or any other individuals employed by or under contract with the College/University.

- I. Severability. In the event that any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof are nonetheless enforceable. Further, in the event such court determines that any provision hereof is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.
- J. Waiver. The failure of either party to insist in any one or more instances upon the performance of the terms, covenants, or conditions of this Agreement and to exercise any rights hereunder may not be construed as a waiver or relinquishment of future performance of any such term, covenant, or condition or the future exercise of such right. The obligations of the other party with respect to such future performance continues in full force and effect.
- K. Governing Law. This Agreement and all questions arising in connection with it is governed by the laws of the State of Minnesota.
- L. Excluded Providers. The College/University certifies that it is not presently excluded, debarred or otherwise ineligible to participate in federal health care programs and has not been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a). The College/University shall use reasonable efforts to ensure that no assigned student or College/University employee who supervises students at a Site has been excluded, debarred or is otherwise ineligible to participate from Medicare or any other federally funded health care program under the provisions of the Social Security Act, 42 U.S.C. § 1320a-7. Reasonable efforts, for the purposes of this section, means that prior to assigning a student or College/University employee to the Site, the College/University will inquire with the U.S. Department of Health and Human Services by searching the database at: *http://www.oig.hhs.gov/fraud/exclusions.htm* or making other appropriate inquiry, if the database is unavailable. The College/University's reasonable efforts should not be construed as in any way substituting for any obligations that the Site may have to avoid employing excluded or debarred individuals. The College/University will immediately give written notice to Facility when College/University knows of any debarment, exclusion or other event that makes the College/University or a student, employee, director, officer, agent or subcontractor of the College/University who directly participates in a clinical experience pursuant to this Agreement ineligible to participate in federal health care programs.
- M. Scope of Agreement. This Agreement governs the rights and duties of the parties with respect to any and all students of the College/University receiving clinical experiences at Sites. This Agreement supersedes any agreements involving clinical experience of the College/University's students entered into between the parties prior to the Effective Date of this Agreement. The parties shall agree in writing as to the College/University programs that will be sending students to Sites and are covered by this Agreement.

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)
Title
Date

By (authorized signature and printed name)
Title
Date

**2. COLLEGE/UNIVERSITY:**

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

**3. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)
Title
Date