

Click here to enter a date.

[INSERT ADDRESS OF INSTITUTION]

RE: **Student Affiliation Agreement with [INSERT NAME]**

Dear _____:

As we have discussed, [INSERT NAME OF MBO] is willing to serve as a host location for your school's students for certain clinical educational experiences. As part of this process, [INSERT NAME OF MBO] needs to execute a student affiliation agreement with your school to govern this relationship. Since your school is a member of MnSCU, I have enclosed a copy of our MnSCU Student Affiliation Agreement customized for your school and other MnSCU colleges and universities. The template for this agreement was approved by a staff member of the MnSCU Office of General Counsel in April 2015. So no changes should be needed to the agreement. If you would like verification of this approval, you may contact the MnSCU General Counsel's Office directly (specifically Mary Al Balber, Assistant General Counsel, at 651-201-1752 or maryal.balber@so.mnscu.edu.)

If you need changes to the contract or have questions about the specifics of the clinical experience, please contact me directly. If the contract is acceptable, then please obtain the appropriate signatures and return a completed contract copy back to me. Thank you.

Sincerely,

Angela M. Bossert

Paralegal
CHI- National Office
Legal Services Group (LSG)
4784 Amber Valley Parkway | Fargo, ND 58104
P 701.237.8169 | F 701.237.8186 | angelabossert@catholichealth.net



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

MEMORANDUM OF AGREEMENT

BETWEEN

AND

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 _____, located at _____ (hereinafter “College/University”), and _____, located at _____, a _____ nonprofit corporation (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 through its educational program, has the responsibility for the training of Students (hereinafter "Students") who are already enrolled in the Health and Human Services programs and the M.S. degree in Communication Sciences and Disorders program, as detailed in Section I.A. (“Program(s)”) at College/University and who require clinical rotations in order to complete their professional development; 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, Facility is a licensed health care facility which provides various health care services to its patients; and

WHEREAS, the Facility has suitable clinical facilities for the educational needs of the nursing programs(s) of the College/University; and

WHEREAS, Facility has an interest in supporting various educational programs for the development of health care professionals and has agreed to provide administrative and clinical staff and facilities for the training of these health care professionals who are Students at College/University (“Student(s)”) and who require clinical experiences in nursing in order to complete their professional development; and

WHEREAS, Facility and College/University enter into this Agreement for the purpose of affording Students the opportunity to participate in these clinical experiences with patients of Facility and to provide College/University and its Faculty (“Faculty”) with a site for the education of these Students.

NOW, THEREFORE, in consideration of these premises and terms and conditions set forth herein, the mutual benefits to be received for each party herein and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

I. COLLEGE/UNIVERSITY RESPONSIBILITIES

A. The College/University, which is accredited by the North Central Association of Colleges and Schools, is responsible for offering the following programs:

M.S. degree in Communication Sciences and Disorders. Allied Health, including Practical Nursing Program, Nursing Assistant Program, Associate Degree Program in Nursing, Baccalaureate Program in Nursing, Baccalaureate Program in Nursing for Registered Nurses, and/or a Nurse Refresher Program, Radiology, and Communications. Each program shall be either: 1) approved by the Minnesota Board of Nursing; and/or 2) approved by the Minnesota Department of Health. The Communication and Sciences and Disorders program is accredited by the Council on Academic Accreditation.

B. The College/University will designate its Academic Coordinator of Clinical Education as the liaison to the Facility.

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.

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.

Each Student will be required, as a condition for participation in the clinical experience program, to submit the verification of required immunizations to the College/University and, if requested, to the Facility, which shall include the following immunizations and tests as per CDC guidelines (i) a complete Hepatitis B vaccination series; or a signed waiver, which would require additional evaluation of the Students individual circumstances regarding the use of the signed waiver; (ii) annual TB screening (including chest x-ray, if applicable); (iii) MMR vaccination(s) or positive titer(s); (iv) varicella

vaccinations or a varicella titer. 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.

I. College/University shall require each Student to complete training and education (OSHA approved, where applicable) on the following prior to participating in the clinical education experience: (1) universal precautions and infection control; (2) body mechanics; (3) fire safety and disaster safety; (4) HIPAA.

J. College/University shall maintain records demonstrating Student's education and training and, if requested, shall provide the Facility with documentation regarding the Student's education and training pursuant to the Student's written permission to submit data to the Facility. In addition, College/University shall supply to Facility, upon Facility's request, any such records which pertain to Facility's patients, patient care or employees. College/University shall be responsible for obtaining any necessary authorizations from Students for release of records.

K. College/University shall assume responsibility for the cost of equipment and supplies of Facility that are broken or damaged as a result of the negligent and willful acts of Students.

L. The College/University agrees and represents that it will require all Students and Faculty to have completed a criminal background study conducted in accordance with applicable law and regulations as a pre-condition to participation in the clinical experience. College/University will not assign a Student 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.

II. FACILITY RESPONSIBILITIES

A. The Facility will maintain current accreditation by the Joint Commission on Accreditation of Health Care Organizations 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.

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. The Facility will make locker or cloak room facilities available for the College/University faculty and students during assigned clinical experience program hours. These facilities may be shared by other faculty and students.

I. The 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. Facility shall have the right to refuse any Student for any reason unless such refusal is prohibited by law.

L. Facility shall provide for the orientation of Faculty and Students to the Facility's environment, policies, procedures, and rules of conduct and dress, including *Ethics at Work* education. Students and Faculty may also be required to attend all OSHA training on occupational exposure, universal precautions, body mechanics and electrical and fire safety, as well as any training on HIPAA compliance that are required of employees.

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. The Facility shall provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.

M. Facility shall provide emergency medical treatment consistent with the policies of the Facility when injuries are sustained while functioning in the formal capacities of Student or Faculty member. Facility will indemnify Student for medical payments incurred as a result of accidents occurring within the scope of Student's duties during the clinical education experience in accordance with all limitations and conditions in Facility's commercial general liability coverage.

N. Facility shall retain ultimate administrative authority consistent with the established policies of the Facility for all Faculty and Student activities which influence the operation of the Facility and the direct or indirect care of Facility's patients.

III. MUTUAL RESPONSIBILITIES

A. 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

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.

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

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.

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

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

B. 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.

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.

IV. STUDENT REQUIREMENTS

Each Student will be required, as a condition for participation in the clinical experience program, to submit the verification of required immunizations to the College/University and, if requested, to the Facility which shall include the following immunizations and tests as per CDC guidelines: (i) a complete Hepatitis B vaccination series; or a signed waiver, which would require additional evaluation of the Students individual circumstances regarding the use of the signed waiver; (ii) annual TB screening (including chest x-ray, if applicable); (iii) MMR vaccination(s) or positive titer(s); (iv) varicella vaccinations or a varicella titer. 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.

A. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.

B. 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.

C. Student participating in the clinical experience program shall complete and return to the Facility Exhibit A and Exhibit B as attached.

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 date of the final required signature is obtained, whichever occurs later, and shall remain in effect for a period of five (5) years.

This Agreement may be terminated prior to execution as follows: (i) This Agreement may be terminated without cause by either party by providing sixty (60) days advance written notice of termination to the other party; (ii) This Agreement may be immediately terminated as necessary and determined at the sole discretion of Facility, for failure to adhere to Facility policies and procedures or any threat to the health or safety of employees and patients or Facility operations. Facility agrees that they will continue to work with College/University regarding any Students who may already be in clinical rotations; and (iii) This Agreement may be terminated with cause by either party after providing thirty (30) days written notice to the party in breach subject to the breaching party's right to cure the breach within such thirty (30) day period. If the breaching party fails to cure or correct the breach within thirty (30) days after receiving written notice, the non-breaching party shall have the right to immediately terminate the Agreement. 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.

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. AMERICANS WITH DISABILITIES ACTS (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.

XIII. 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.

XV. OTHER PROVISIONS

A. Attire. Students and Faculty may be required to wear attire consistent with Facility policy, which shall be neat and attractive at all times, and that the cost of the attire or of cleaning shall not be the responsibility of the Facility.

B. Limitations of Program. Student assignments are to be of an educational and training nature with the understanding that such assignments are not to be construed to be a substitute for the services of an employee of the Facility.

C. Wages and Benefits. Students are not entitled to wages for activities which are related to the education and training which they receive during the clinical experience at the Facility nor are they entitled to workers' compensation benefits for any injury sustained during a clinical placement.

D. Performance Evaluation. There shall be a continuing review of the education and training Program by members of the Faculty and a Director for the Facility.

E. Clinical Site Information Form. A Clinical Site Information Form (CSIF) shall be prepared as a supplement of this Memorandum of Understanding and Agreement. The CSIF shall specify such information regarding the qualifications and responsibilities of the Facility Clinical Education supervisory preceptors and such other details as the Facility and the College/University may agree to be appropriate for clarification.

F. Notice. Whenever under the terms of this Agreement written notice is required or permitted to be given by any party to any other party, such notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service (such as Federal Express), transmitted by electronic facsimile or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given, at the address hereinafter set forth. Any party hereto may change its address by written notice in accordance with this Section:

To Facility:

To College/University:

Attn: President

Attn:

G. Invalidity/Excluded Provider Assurances. The College/University hereby represents that the College/University is not, and at no time has been excluded from participation in a federally funded health care program, including the Medicare and Medicaid programs. The College/University shall use reasonable efforts to ensure that it and its employees, Students, trainees, clinical instructors, or agents who participate in the clinical experience at the Facility have not been debarred or excluded from participation in any federally-funded health care program, including the Medicare and Medicaid programs. The College/University hereby agrees to immediately notify the Facility when the College/University's program director for the clinical experience has actual knowledge of any threatened, proposed, or actual exclusion of the College/University or any of its employees, agents, or subcontractors from any federally funded health care program, including Medicare and Medicaid programs. In the event that the College/University is excluded from participation in any federally-funded health care program during the term of this Agreement, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. If at any time after the effective date of this Agreement it is determined that any of the College/University's employees, or agents who participate in the clinical experience has been excluded from participation in any federally-funded health care program, the College/University shall immediately remove such individual from further involvement in the clinical experience at the Facility. If at any time after the effective date of this Agreement it is determined that any Student participating in the clinical experience has been excluded from participation in any federally-funded health care program, the College/University agrees that the Facility may exclude the Student from further participation in any activities at the Facility. The Facility shall provide the College/University with written notice of such exclusion of a Student.

In the event a government, administrative or legislative amendment is made to the provisions of the Social Security Act, or in the event of a court decision or government statement that would render this Agreement illegal, or give rise to the reasonable belief by either party that this Agreement may be in

violation of any law, the party shall attempt in good faith to renegotiate the provisions of the Agreement. If an agreement cannot be reached within thirty (30) days, this Agreement may be terminated pursuant to Section VII.

H. Compliance. The parties intend and in good faith believe that this Agreement complies with the provisions of the Taxpayer Bill of Rights 2, the Internal Revenue Code, specifically including the provisions regarding private benefit and private inurement that apply to the Facility as a 501(c)(3) corporation, the Stark Bill and all other federal and state laws (collectively "laws"). Should either party hold a reasonable belief that this Agreement is contrary to any provision of said laws or the regulations promulgated thereunder, or any memorandum, case law or other authority, then the parties agree to attempt in good faith to renegotiate the provisions to the mutual satisfaction of all parties. If an agreement cannot be reached within thirty (30) days, this Agreement may be terminated by either party pursuant to Section VII.

I. No Kickback. Nothing in this Agreement shall be construed as an offer for payment by one party to the other party of cash or other remuneration, either directly or indirectly, in exchange for patient referrals or for arrangements for or recommendations for any item or service.

J. Ethical and Religious Directives. College/University acknowledges that Facility conducts its operations and activities in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated from time to time by the American Conference of Catholic Bishops. College/University acknowledges that Facility requires that the Students perform the services contemplated by the Agreement in a manner consistent with the Ethical and Religious Directives. Notwithstanding the foregoing, this Agreement does not, and shall not be construed to require the College/University to comply with the Catholic Health Initiatives (CHI) Standards of Conduct or the Ethical and Religious Directives or any policies, procedure, regulations, or directives of the Facility that are based on the CHI Standards of Conduct or Ethical and Religious Directives. If compliance by the Students with the CHI Standards of Conduct or Ethical and Religious Directives conflicts with the policies or procedures of the College/University, or the laws that govern the College/University's operations, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the parties cannot resolve the conflict, either party may terminate this Agreement immediately upon written notice to the other party.

K. CHI Standards of Conduct. College/University acknowledges that Facility and any service or activity operated or sponsored by the Facility are by applicable law, and the core values of Facility as reflected in the *Catholic Health Initiatives (CHI) Standards of Conduct*, as may from time to time be amended by CHI. As of the date of this Agreement, the *CHI Standards of Conduct* are set forth in *Our Values & Ethics at Work Reference Guide* (E@W Guide) which is available at the following website: <http://www.catholichealthinitiatives.org/corporate-responsibility>. College/University acknowledges that Facility requires that Students perform the services contemplated by this Agreement in a manner consistent with the Facility's core values and the CHI Standards of Conduct.

L. Jeopardy. Notwithstanding anything in this Agreement to the contrary, in the event the performance by either party hereto of any term, covenant, condition, or provision of this Agreement shall have any of the effects listed below, the parties shall immediately initiate negotiations to resolve the matter through amendments to this Agreement. If the parties are unable to resolve the matter within thirty (30) days thereafter, either party may, at its option, terminate this Agreement immediately without penalty. Negotiations may begin immediately if there is material risk of loss, as advised by legal counsel for either party, to: (i) the licensure of either party; (ii) the participation of either party in a federally funded healthcare program, including the Medicare or Medicaid programs; (iii) either party's full accreditation by any state or nationally-recognized accrediting organization; or (iv) the tax-exempt status of Hospital or the status of

any financing or obligation of Hospital that is exempt from taxation or interest income, as applicable, (v) either party is advised by legal counsel that the performance of this Agreement, for any reason, may be in violation of any federal or State(s) statute, regulation, or ordinance, or if performance is otherwise determined to be illegal, or if performance is deemed unethical by any recognized body, agency, or association in the Nursing or hospital field.

M. CONFIDENTIAL INFORMATION

1. Non-Public Information. College/University agrees that prior to reporting any actual or perceived violation of law to any governmental entity, even if required by law to do so, it will first discuss any potential legal or compliance matter with Facility's Corporate Responsibility Officer and, unless otherwise required by law, provide Facility with an opportunity to investigate and appropriately report any compliance matter brought to its attention by College/University.

2. Health Insurance Portability and Accountability Act of 1996. Specifically, but not by way of limitation, insofar as Facility is a Covered Entity, and is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the final Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 Code of Federal Regulations Part 160 and 164 (Privacy and Security Regulations), and insofar as Facility is granting College/University access to Facility's patients' Protected Health Information, permitting College/University to create Protected Health Information of Facility's patients, and to use Facility patients' Protected Health Information for clinical experience, College/University agrees as follows:

2.1 Students shall be instructed by College/University prior to beginning the Program concerning the confidentiality of medical information of Facility's patients and standard precautions. For purposes of compliance with the Health Insurance Portability and Accountability Act and associated privacy regulations ("HIPAA"), Students shall be considered part of Facility's work force as that term is defined in HIPAA to include trainees and students. Students are not considered work force or employees of Facility's for other purposes, including but not limited to tax or employment law. Facility shall provide the necessary training specific to 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's Students and Faculty engaged in activities pursuant to this Agreement are members of the Facility's workforce, as that term is defined by 45 C.F.R. 160.103. The College/University Students and Faculty are not and shall not be construed to be employees of the Facility.

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

2.2. This Section 2 shall survive the termination of the Agreement.

N. Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties of this subject matter and does constitute the entire Agreement between the parties hereto. There

are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

O. Endorsements. Neither party shall use the name of the other party in any promotional or advertising material unless such party has received the prior written consent of the party whose name is to be used. Both parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to the services provided under this Agreement.

P. Independent Contractors. The parties to this Agreement are independent contractors. Neither institution is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either institution, nor shall it in any way alter the control of the management, assets, and affairs of the respective institutions.

Q. Access to Books. The parties agree that if this contract is determined to be a contract within the purview of §1861(b)(1)(I) of the Social Security Act and the regulations promulgated in implementation thereof at 42 C.F.R. Part 420, College/University, its agents, employees, officers and directors agree to make available to the Comptroller General of the United States, the Department of Health and Human Services ("HHS") and their duly authorized representatives, access to the books, documents and records of the respective party and such other information as may be required by the Comptroller General or Secretary at HHS to verify the nature and extent of the cost of service provided by College/University. The obligation of College/University to make records available shall extend for six (6) years after the furnishing of the latest service under this Agreement or any renewal thereof.

R. Reorganization or Discontinuation of Services. In the event that Facility, alone or as a member of a health care system, elects to merge, discontinue, downsize, integrate, restructure or otherwise materially alter the services for which College/University is engaged hereunder, Facility may first request mutual discussions with College/University in this regard, which discussions shall continue for a thirty (30) day period subsequent to the Facility's request (hereafter "discussion period"). After the expiration of the thirty (30) day discussion period, Facility may elect to terminate this Agreement pursuant to Section VII.

S. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or note be construed to be a waiver of any subsequent breach hereof.

T. Choice of Law. This Agreement shall be construed and governed by the laws of the State of Minnesota applicable to agreements made and to be performed wholly within that state irrespective of such state's choice-of-law principles. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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

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)
President
Date

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES

By
Title
Date

By
Title
Date

3. AS TO FORM AND EXECUTION:

By
Date

Exhibit A
STUDENT PARTICIPATION AGREEMENT AND WAIVER

I, _____, am a student at _____ (“College/University”) during which I will be participating in clinical experiences at _____ (“Facility”). As a condition of participation, I agree to the following terms and conditions.

1. I agree to abide by all Facility policies and procedures at all times while I am at the Facility participating in clinical experiences and undergo any required training regarding universal precautions and infection control; body mechanics; fire/disaster safety; HIPAA and any other training required by Facility.
2. I do not have a medical condition that may cause injury or illness to myself, to Facility employees, or to the patients that I will be in contact with, that I have not disclosed to Facility employees. I agree to inform Facility employees if I develop any such condition or disease during the course of my participation in the clinical experiences, including, but not limited to, runny nose, fever, rash, etc. I agree to undergo a physical exam to include immunizations and tests for: (i) Hepatitis B; (ii) TB Screening and chest x-ray as applicable; (iii) MMR or positives titers; (iv) varicella or varicella titer.
3. I agree that I will not be an employee of the Facility and that I will not be entitled to any of the benefits of employment at the Facility.
4. I understand that there is a risk of transmission of disease from a patient to myself and that such transmission can occur without any fault or negligence on the part of the Facility or its employees. I have health insurance that will provide benefits in the event that I contract or develop a medical condition or disease during these clinical experiences.
5. I agree to sign a confidentiality agreement and to maintain the confidentiality of any patient information I have access to or learn while I am participating in clinical experiences at the Facility.
6. I agree to respond promptly to all directions given to me by medical and nursing staff, including any requests to leave any area, immediately.
7. I understand that my failure to comply with the terms and conditions of the Participation Agreement will cause an immediate termination of any right or expectation that I may have to participate in clinical experiences at the Facility pursuant to this Participation Agreement.
8. I save and hold harmless Facility and/or any subsidiaries, affiliates, officers, contractors, providers, directors, employees, servants and agents or other third parties designated by these entities or individuals from any liability for any personal injury or potential exposure or property damage which may occur as a result of my presence in the Facility.
9. I have received a copy of the Agreement between Facility and College/University and agree to abide by the terms including but not limited to provisions related to “Responsibilities of Student,” and “Excluded Provider Assurances,” and “Confidential Information.”
10. I have also received copies of the confidentiality agreement, ***Ethics @ Work A Reference Guide***, and **a copy of the Behavioral Standards**, and agree to comply with the terms of these documents.
11. If required by state law or Facility policy, I agree to consent to undergo criminal background screening and drug and alcohol testing prior to being allowed to have clinical experiences at the Facility.

12. The undersigned further certifies that he or she is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid and further agrees to immediately notify Facility of any threatened, proposed, or actual exclusion.

By signing below, I acknowledge that I have read the Agreement and this Participation Agreement and Waiver, that I understand its terms, and that I agree to abide by it.

Signature of Student Date

Witness Date

Exhibit B

**CONSENT FOR STUDENT TO SUBMIT TO DRUG AND/OR ALCOHOL TESTING
AUTHORIZATION FOR RELEASE
OF TEST RESULTS, AND RELEASE OF LIABILITY**

I, _____, have been informed that Catholic Health Initiatives, or the parent, affiliated or related hospital facilities (collectively “CHI” or “Facility”), its employees or agents, is requesting that I submit to drug and/or alcohol testing to detect the presence of drugs or alcohol for the following reason: (check one)

_____ Post-offer/Pre-placement in clinical experiences/program (“Program”) at _____ (“Facility”)

_____ Reasonable Suspicion/For Cause

I understand that the testing for drugs will be done by at least a 12-Panel drug screen. I further give my permission for CHI to test for drugs at a higher level panel drug screen if it chooses. If required by state law, I have received a list of substances for which I will be tested. I have been informed and I understand that my agreement to submit to the requested drug and/or alcohol test(s) is completely voluntary on my part, and that I have the right to refuse to submit to the test(s). I am aware and have been told that I may be required to produce documentation to verify information contained in this consent and that my refusal to submit to the drug and/or alcohol testing or failure to cooperate in any way will be grounds for refusal to allow me to participate in the Program.

I understand and consent to the release of the results of my drug and/or alcohol test(s) to CHI’s Human Resource Department, Facility Human Resources Manager, as applicable, or their designees, as may be necessary. I understand that test results will be used to determine if I qualify to participate in the Program or have violated CHI’s or Facility’s rules concerning drug/alcohol use and will be grounds for refusal to allow me to participate in the Program. I understand this information will be kept confidential and disclosed as permitted by law or as necessary per CHI and/or Facility policies.

I acknowledge and agree that the sample given by me shall become the property of CHI and/or Facility and I hereby relinquish all rights to ownership and possession thereof. Fees for the initial test will be paid for by me. Individuals who undergo post-offer/pre-placement testing do not have the right to request an independent lab to complete an additional analysis from the initial split sample. Following an offer of placement, other types of testing may allow a re-test and if applicable, I must request this additional test within seven (7) business days from the receipt of notification of the original test result by written request to CHI Human Resources or Facility, as applicable. I will be responsible to pay for the additional analysis requested, unless the test result is negative.

Re-disclosure: I understand that the information used and/or disclosed by this authorization may no longer be protected by federal privacy law (also known as HIPAA) and the recipient of my health information may potentially re-disclose it. However, under the Federal Substance Abuse Confidentiality Requirements, 42 CFR Part 2, the recipient may be prohibited from disclosing identifiable substance abuse information.

Expiration: This authorization will expire once stated purpose above is served.

Revocation: I understand that I may revoke the authorization to disclose results (but not my consent to be tested following provision of the sample) at any time prior to disclosure by written notice to CHI, as applicable, at the Facility and directed to Director.

This Authorization is binding: The statements made in this authorization are binding, controlling, and I understand that they take precedence over statements made in CHI’s or Facility’s Notice of Privacy Practices.

Brand Name of Drug	Dosage (Strength Per Day)	Length of Time Used

I authorize CHI and/or Facility to contact my physician(s) listed below to verify that the medications I have listed were lawfully prescribed.

I hereby represent that I have read and understand the above information and have voluntarily agreed to submit to the requested drug and/or alcohol test by urinalysis, blood and/or other testing requested by CHI and/or Facility at the laboratory designated, and in recognition of my agreement, sign below.

Signature _____ Date _____

Witness _____ Date _____