



# Direct Care and Treatment And Minnesota State Colleges and Universities Student Educational Experience Agreement

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This Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Direct Care and Treatment agency ("DCT" or "STATE") and the State of Minnesota acting through its Board of Trustees of the **Minnesota State Colleges and Universities** on behalf of [Click here to school name](#), an independent state entity, not an employee of the State of Minnesota, located at [Click here to enter physical address](#) ("SCHOOL").

## RECITALS

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

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

WHEREAS, SCHOOL is authorized to provide post-secondary educational programs;

WHEREAS, DCT is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is subject to the requirements of 45 CFR parts 160 and 164;

WHEREAS, the work performed under this CONTRACT is related to DCT's health care operations as defined in 45 C.F.R. § 164.501;

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

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

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

WHEREAS, DCT and SCHOOL agree that students assigned to participate in an educational health care training experience at a DCT facility will be part of STATE’s “workforce”, as defined by HIPAA for the purposes of providing an educational health care training experience in a supervised, on-site setting. Therefore, students are not a business associate of STATE and are not subject to the business associate provisions pursuant of 45 C.F.R. §§ 164.308(b)(2) and 164.502(e)(1)(ii). SCHOOL’s students and faculty are not and shall not be construed to be employees of DCT.

WHEREAS, the disclosure of protected health information to students assigned to participate in an educational health care training experience at a DCT facility under this CONTRACT is permitted by HIPAA, 45 C.F.R. § 164.506(c)(1), for STATE’s treatment activities and health care operations.

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

The parties therefore agree as follows:

## **CONTRACT:**

### **1. CONTRACT TERM AND SURVIVAL OF TERMS.**

**1.1. Effective date:** This CONTRACT is effective on [Click here to enter date](#), or the date that STATE obtains all required signatures, whichever is later.

**1.2. Expiration date.** This CONTRACT is valid through [Click here to enter date](#), or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first. The CONTRACT shall not exceed beyond five years of the effective date. No automatic renewal provisions are allowed.

**1.3. Survival of terms.** SCHOOL shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; State audits; Data Disclosure; Publicity; and Jurisdiction and Venue.

## **2. DUTIES.**

**2.1 SCHOOL’s Duties.** SCHOOL shall:

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

1. Familiarizing and updating DCT staff with SCHOOL's philosophy, goals, curriculum, and student objectives;
  2. Familiarizing and updating SCHOOL's instructors with DCT 's philosophy, policies and program objectives;
  3. Schedule a follow-up meeting with DCT facility for the purpose of joint evaluation of the clinical experience; and
  4. Providing a copy of each relevant course syllabus and or manual to DCT staff members who are working with SCHOOL's students.
- b. Assure that students assigned to DCT facility under this CONTRACT are current students of SCHOOL (hereinafter "students") with satisfactory academic standing as defined by the SCHOOL's academic standards.
- c. Inform instructors and students participating in the Clinical Program at a DCT facility that they must maintain the appropriate professional liability insurance coverage, either group or individual, and that students and instructors must provide proof of such coverage to DCT. If SCHOOL provides such coverage for instructors and/or students, SCHOOL shall provide DCT with proof of this coverage before any instructor or student begins participation in the Clinical Program.
- d. Require students to complete the same training for infection control policies and procedures that new DCT employees are required to complete. Training will be provided by DCT.
- e. Inform SCHOOL's students that all students who will be onsite at DCT patient/client facilities must:
1. Comply with DCT requirements regarding vaccination against COVID-19 that are in effect during the course of a student's educational experience onsite at a DCT patient/client facility;
  2. Comply with tuberculosis (TB)-related requirements, which include:
    - i. Students who will be onsite at any given DCT patient/client facility for 10 hours or more in a given week must have received a negative result on a tuberculosis (TB) blood test within one year of their presence onsite at a DCT facility (which may require the student to provide updated TB test results to STATE during the course of their educational experience);
    - ii. If it is unforeseen at the beginning of an educational experience, but later determined that a student will be in any given DCT patient/client facility for 10 hours or more in a given week, the student must have received a negative result on a tuberculosis (TB) blood test within one year of the week they spend 10 hours or more in a given DCT patient/client facility; and
  3. If onsite at a DCT patient/client facility between October 1 and March 31, have received a current seasonal influenza vaccination prior to October 1<sup>st</sup> or the start date of their educational experience, as applicable.
  4. SCHOOL will inform students that as a condition of participating in the clinical program, the

students will be required to present a COVID-19 vaccination record, if applicable per DCT requirements, a negative TB test result, and seasonal influenza vaccination record, when applicable, to DCT in order to begin their onsite educational experience. DCT will not retain student vaccination and testing data, and accordingly SCHOOL will inform students that DCT may request reconfirmation of this information for regulatory or other purposes at any time during or within thirty (30) days past the end date of this agreement, and may be provided to DCT pursuant to the written consent of the subject.

- f. Provide DCT information regarding proposed student placements, including the proposed DCT location students are assigned to and the suggested number of students at each location.
- g. Ensure that each student participating under this CONTRACT has signed a Student Agreement in the form attached to this CONTRACT. SCHOOL shall ensure that a copy of the signed Student Agreement is on file in each student's record. Student Agreements are between students and DCT. Students who do not sign a Student Agreement shall not participate in educational experiences under this CONTRACT.
- h. Ensure that its students have been instructed where applicable, in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.
- i. Upon request, provide DCT a copy the current accreditation organizations standards and compliance certificates of any student participating in this CONTRACT. If an accreditation certificate is not applicable, SCHOOL must provide documentation with regard to standards of service and qualifications to perform the services specified in this CONTRACT.
- j. Assume overall responsibility for the general educational experience of students assigned to DCT facility.
  - 1. SCHOOL shall ensure that students participating under this CONTRACT are receiving academic credit or are fulfilling graduation requirements by participation under this CONTRACT.
  - 2. SCHOOL shall teach relevant concepts in the classroom and serve as a resource for students.
  - 3. SCHOOL shall appoint an Instructor to supervise each student's educational experience under this CONTRACT. SCHOOL's Instructors will be responsible for planning, directing and evaluating the students' learning experience, in collaboration and coordination with DCT' authorized representative.
- k. Comply with all The Joint Commission (JC), Centers for Medicare and Medicaid Services (CMS), the Minnesota Department of Health and other Federal and State regulatory requirements, including required documentation.
- l. Direct Care and Treatment (DCT) shall assess performance on the CONTRACT on a yearly basis to ensure expectations have been met and services have been rendered in a quality, satisfactory

manner. Performance issues that arise during the term of the CONTRACT will be addressed jointly and immediately by the parties.

- m. For students who will not have direct unsupervised client contact, provide background study documentation on students to DCT upon DCT's request pursuant to Minn. Stat. § 245C.20, subd. 2a. SCHOOL will inform DCT promptly if SCHOOL becomes aware of a change in a student's background study status.
- n. The ratio of students to instructors shall not exceed ten to one when the students are actually at a DCT facility on a clinical assignment. This ratio may be exceeded for classroom instruction, group discussions or tours. Arrangements may be made with DCT 's On-Site Supervisor to allow adjustment to this ratio based on DCT's ability to provide clinical supervision.

## **2.2 DCT Duties.** DCT shall:

- a. Assure that SCHOOL's students enrolled in the clinical program have access to learning experiences that are both appropriate and adequate to fulfill the learning objectives designated by SCHOOL.
- b. Dedicate reasonable allotments of staff time for:
  - 1. Orientation of DCT supervising staff and students;
  - 2. Joint conferences between DCT and SCHOOL for planning and evaluation; and
  - 3. Other such assistance as shall be deemed mutually agreeable.
- c. Allow students to access DCT facilities during regular business hours and as permitted by DCT' security policies.
- d. Schedule use of physical space such as offices, lockers, and classrooms for students, as available.
- e. Subject to the Liability limitation in clause 6, assume primary responsibility for client safety and quality of client care.
- f. Allow students to use of DCT's resources as necessary to fulfill the educational requirements of the clinical program.
- g. Require students who have direct, unsupervised contact with clients to undergo criminal/maltreatment background studies initiated by DCT pursuant to Minn. Stat. §§ 144.057 and 245A.04 as a pre-requisite to participation in the program. For students who will not have direct, unsupervised client contact, DCT may accept confirmation that a background study has been completed on the student by SCHOOL pursuant to Minn. Stat. § 245C.20, subd. 2a and in accordance with Clause 2.1 (m) of this CONTRACT.
- h. Require all students participating in educational experiences under this CONTRACT to complete DCT data privacy and HIPAA training.
- i. Train the students on DCT's rules, policies, procedures, methods, infection control and operations, including requirements that may be applicable to the students regarding the Vulnerable Adults Act, maltreatment of minors, consumer rights, professional boundaries and

professional appearance, the Minnesota Government Data Practices Act, and HIPAA.

- j. DCT will accept responsibility for supervision and control of the students when SCHOOL'S Instructor is not present at DCT's Facility.

### **2.3 Joint Responsibilities.** SCHOOL and DCT agree:

- a. To each identify a person or persons from their respective organization responsible for serving as liaison(s) during the course of this CONTRACT.
- b. To review this CONTRACT and evaluate it at the close of each academic year and make revisions or alterations as deemed advisable and agreeable.
- c. To comply with all provisions and standards of the 1964 Civil Rights Act, the 1992 Americans with Disabilities Act, HIPAA, and all other applicable state and federal laws and regulations that apply to this CONTRACT.
- d. The selection, placement or advisement of students and faculty will not be determined on the basis of race, color, creed, religion, sex, sexual orientation, gender, gender expression, gender identity, marital status, disability, familial status, veteran's status, age, and status with regard to public assistance or national origin or inclusion in any group or class which discrimination is prohibited by federal, state or local laws and regulations.
- e. Both parties shall maintain in confidence student files and personally identifiable information and limit access to only those employees that need to know and agree to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to SCHOOL. For the purpose of this CONTRACT, pursuant to FERPA, specifically 34 C.F.R. § 99.31(a)(1)(i)(A), SCHOOL hereby designates DCT as a school official with a legitimate educational interest in the educational records of the health professions students who participate in educational rotations at Clinical Site to the extent that access to the records is required by Clinical Site to carry out its responsibilities.
- f. That SCHOOL and its employees, instructors, students, and agents are not employees of DCT and are not covered under DCT's Workers' Compensation.
- g. That the determination of the number of students to be assigned to particular DCT facility shall be a joint decision based on staff and space available at the facility and eligible students enrolled in the curriculum who desire to be assigned at the facility.
- h. That this CONTRACT does not prohibit or limit DCT from accepting students from other institutions for on-site education programs.
- i. That for purposes of HIPAA and its related regulations, students are "trainees" and are a part of DCT's "workforce", as defined in 45 C.F.R. § 160.103. SCHOOL's students are not and shall not be construed to be employees of STATE.

### **3. REMOVAL OF STUDENT.**

SCHOOL or DCT may, in its discretion, with or without cause, remove a student from DCT's Facility and cancel the student's participation under this CONTRACT. DCT's liaison will consult SCHOOL's liaison before removing a student unless such consultation is not reasonably possible under the circumstances. The terms and conditions set forth in this CONTRACT shall remain in full force and effect.

**4. COMPENSATION.** No funds shall be obligated by either DCT or SCHOOL under this CONTRACT, nor will SCHOOL or students be paid by DCT for any activity resulting from this CONTRACT.

## **5. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.**

**5.1. STATE.** STATE's authorized representative for the purposes of administration of this CONTRACT is [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#). STATE'S Authorized Representative has the responsibility to monitor the SCHOOL's performance.

**5.2. SCHOOL.** SCHOOL'S Authorized Representative is [\[Name and Title, and contact information\]](#), or their successor. If SCHOOL's Authorized Representative changes at any time during this CONTRACT, SCHOOL must notify DCT.

**5.3. Project Managers.** The parties' Project Managers will be identified in each Student Agreement, the template for which is attached and incorporated into this CONTRACT as **Attachment A**.

## **6. TERMINATION.**

**6.1 Termination by the State.** DCT or the Commissioner of Administration may cancel this CONTRACT at any time, with or without cause, upon ninety (90) days' written notice to SCHOOL. SCHOOL may cancel this CONTRACT at any time, with or without cause, upon ninety (90) days' written notice to DCT. DCT may cancel this CONTRACT immediately if continuing the agreement(s) may result in harm to DCT clients, staff, or participating students, or in the event of an epidemic, natural disaster or other extraordinary event. Termination by the STATE shall not become effective with respect to students then participating in the clinical experience program

**6.2 Breach.** Notwithstanding clause 6.1 of this CONTRACT, upon either parties' knowledge of a curable material breach of this CONTRACT by the breaching party or by a student, the nonbreaching party shall provide the breaching party written notice of the breach and ten (10) days to cure the breach. If the breaching party does not cure the breach within the time allowed, the breaching party will be in default of this CONTRACT and DCT may cancel this CONTRACT immediately thereafter. If SCHOOL has breached a material term of this Agreement and cure is not possible, DCT may immediately terminate this CONTRACT.

## **7. LIABILITY.**

Each party will be responsible for its own actions and the results thereof under this CONTRACT to the extent authorized by law. SCHOOL or DCT will not be liable for any criminal, administrative, or civil claims that indirectly or directly arise out of, result from, or are in any manner attributable to the actions of the other party or its employees or agents. The liability of DCT and SCHOOL shall be governed by the

provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

## **8. INFORMATION PRIVACY AND SECURITY.**

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to SCHOOL under this CONTRACT. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. [Minn. Stat. § 13.02, subd. 8a.](#)
- B. It is expressly agreed that SCHOOL will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), [45 C.F.R. § 160.103](#), on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, SCHOOL is not a "business associate" of STATE, as defined in HIPAA, [45 C.F.R. § 160.103](#) as a result of, or in connection with, this CONTRACT. Therefore, SCHOOL is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If SCHOOL has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, SCHOOL will be responsible for its own compliance.
- C. DCT and SCHOOL must comply with the provisions of the Data Practices Act. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either SCHOOL or STATE.
- D. In its capacity as SCHOOL under this CONTRACT, SCHOOL is being made an agent of the "welfare system" as defined in [Minn. Stat. §13.46, subd. 1](#), and any data collected, created, received, stored, used, maintained or disseminated by SCHOOL in performing its duties under this CONTRACT is explicitly subject to the protections of Minn. Stat. 13.46.
- E. If SCHOOL receives a request to release data created, collected, received, stored, used, maintained or disseminated by SCHOOL in performing its duties under this CONTRACT, SCHOOL must immediately notify STATE's Authorized Representative.
- F. Under this CONTRACT, SCHOOL and DCT must respond appropriately pursuant to Minn. Stat. §§ [13.03](#) and [13.04](#) to requests for data created, collected, received, stored, used, maintained, or disseminated by SCHOOL or DCT in performing its duties under this CONTRACT.
- G. SCHOOL's and DCT's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- H. DCT and SCHOOL must comply with [Minn. Stat. § 13.055](#) to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received,



stored, used, maintained, or disseminated by DCT or SCHOOL in performing its duties under this CONTRACT.

- I. SCHOOL shall notify and inform students that they must comply with the Minnesota Government Data Practices Act, the Health Insurance Portability and Accountability Act (HIPAA), and other applicable state and federal privacy laws as it applies to all data provided by DCT under this CONTRACT, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by students under this CONTRACT. SCHOOL shall notify students that they must immediately report to DCT any improper use or privacy incident, security incident, or breach of which students become aware.

## **10. INSURANCE REQUIREMENTS.**

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) for the performance of work, duties or obligations in connection with this Agreement.

### **10.1 Commercial General Liability Insurance**

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

DCT is subject to the terms and conditions of Minn. Stat. 3.736, subd. 4, with total liability of DCT and its employees acting within the scope of employment not to exceed \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage for any tort claim.

### **10.2 Professional Liability Insurance**

SCHOOL will maintain Professional Liability insurance coverage for participating students (and faculty if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$1,500,000 each claim and \$3,000,000 aggregate.

DCT is subject to the terms and conditions of Minn. Stat. 3.736, subd. 4, with total liability of DCT and its employees acting within the scope of employment not to exceed \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage for any tort claim.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

### **10.3 Additional Conditions:**

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

## **11. STATE AUDIT REQUIREMENTS.**

Under [Minn. Stat. § 16C.05, subd. 5](#), the books, records, documents, and accounting procedures and practices of DCT and SCHOOL and the students relevant to this CONTRACT are subject to examination by the other party and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six years from the CONTRACT end date.

## **12. PUBLICITY.**

**12.1 General publicity.** Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for SCHOOL individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT.

**12.2 Endorsement.** SCHOOL must not claim that STATE endorses its products or services.

## **13. JURISDICTION AND VENUE.**

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14. CLERICAL ERRORS AND NON-WAIVER.**

**14.1. Clerical error.** Notwithstanding clause 15.2 of this CONTRACT, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. SCHOOL will be informed of errors that have been fixed pursuant to this paragraph.

**14.2. Non-waiver.** If either party fails to enforce any provision of this CONTRACT, that failure does not waive the provision or the party's right to enforce it.

## **15. ASSIGNMENT, AMENDMENT, SEVERABILITY, ENTIRE AGREEMENT.**

**15.1. Assignment.** Neither party shall assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of the other party and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

**15.2. Amendments.** Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

**15.3. Severability.** If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.2.

**15.4. Entire Agreement.** This CONTRACT contains all negotiations and agreements between STATE and SCHOOL with regard to the stated subject matter. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

**16. PROHIBITION ON WEAPONS.** SCHOOL agrees to inform students as a condition of participating in the clinical education program DCT requires participants to comply with all terms of Direct Care and Treatment's policy prohibiting carrying or possessing weapons wherever and whenever the SCHOOL is performing services within the scope of this CONTRACT. This policy, which is located at the business location of the STATE and is available to SCHOOL upon request, is incorporated by reference into this CONTRACT. Any violations of this policy by SCHOOL or SCHOOL's employees may be grounds for immediate suspension or termination of the CONTRACT.

## **17. LEGAL COMPLIANCE.**

**17.1 General compliance.** All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that either party deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE or SCHOOL.

**17.2 Nondiscrimination.** SCHOOL and DCT will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender, gender identity, gender expression, disability, public assistance status, sexual orientation, age, familial status, veteran status, membership or activity in a local human rights commission or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. SCHOOL and DCT must refrain from such discrimination as a matter of its CONTRACT with the other party. "Person" includes, without limitation, a STATE employee, SCHOOL's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any SCHOOL program or activity.

SCHOOL will inform Students that as a condition of participation the Facility requires students to comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS**

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

**APPROVED:**

1. Minnesota State Colleges and Universities

[SCHOOL NAME]

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

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

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

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

As to form and execution:

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

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

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

2. STATE AGENCY

By (with delegated authority): \_\_\_\_\_

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

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

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

Direct Care and Treatment  
School

**ATTACHMENT A  
STUDENT AGREEMENT**

**READ CAREFULLY BEFORE SIGNING**

In exchange for the permission granted to me by the **State of Minnesota, Direct Care and Treatment** ("DCT") to engage in **Educational, Observational, Clinical, and Internship Activities** ("Activities") on DCT's property, I agree as follows:

1. I am enrolled at \_\_\_\_\_ ("SCHOOL") as an academic student with satisfactory academic standing and have been assigned to participate in an educational experience at DCT's \_\_\_\_\_ (name of facility) in the academic area/field of study of \_\_\_\_\_.
2. The anticipated dates of my educational experience at DCT's facility are \_\_\_\_\_ to \_\_\_\_\_. (Ending on or before the CONTRACT expiration date of **MM/DD/YYYY**.)
3. I agree to comply with all DCT's policies and procedures, and all requirements that are applicable to student under the Vulnerable Adults Act, the Minnesota Government Data Practices Act, and the Health Insurance Portability Accountability Act ("HIPAA").
4. I have received and read a copy of the Agreement between DCT and SCHOOL, including all attachments, between DCT and SCHOOL and agree to comply with the terms or conditions that are applicable to students.
5. I acknowledge and agree that DCT is acting as a facilitator only, and that the duties I may perform are performed as a student are not performed as an employee of DCT. I agree that I will not receive any money or compensation or benefits of any kind from DCT in exchange for my participation in the training experience.

SCHOOL Project Manager Name & Title: \_\_\_\_\_

SCHOOL Project Manager phone/email: \_\_\_\_\_

DCT Project Manager/Student Mentor Name: \_\_\_\_\_

DCT Project Manager/Student Mentor phone/email: \_\_\_\_\_

**Student Signature:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Attachment A Distribution (fully executed copy to):**

DCT Facility

Student