

ACADEMIC AFFILIATION AGREEMENT
BETWEEN
STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

AND

FAIRVIEW HEALTH SERVICES

This Academic Affiliation Agreement (“Agreement”) is between the State of Minnesota, Board of Trustees of the Minnesota State Colleges and Universities (MINN. STATE) on behalf of _____, located in _____ (hereinafter “EDUCATIONAL INSTITUTION”) and Fairview Health Services, headquartered in Minneapolis, Minnesota 55454, (hereinafter “FACILITY”). The EDUCATIONAL INSTITUTION and FACILITY may be referred to throughout this Agreement in the singular as “party” or collectively as “parties.”

RECITALS

WHEREAS, the EDUCATIONAL INSTITUTION has established numerous educational programs in the health sciences and related fields that have a clinical training component and EDUCATIONAL INSTITUTION is authorized to enter into agreements regarding academic programs and has been delegated this authority by its governing body as authorized by Minnesota Statutes Chapter 136F);

WHEREAS, it is in the general interest of the FACILITY to assist in educating persons to be qualified professionals in health care and related fields and the FACILITY has suitable facilities for the educational needs of the numerous programs in health sciences and related fields of the EDUCATIONAL INSTITUTION; and

WHEREAS, the EDUCATIONAL INSTITUTION and the FACILITY desire to cooperate in providing clinical experience programs for students enrolled in the various educational programs in the health sciences and related fields at the EDUCATIONAL INSTITUTION.

NOW, THEREFORE, the parties agree as follows:

I. MUTUAL RESPONSIBILITIES

- A. Programs. Each educational program of EDUCATIONAL INSTITUTION which places students at the FACILITY (“program(s)”) is governed by and subject to the terms of this Agreement and the parties have endeavored to list all active programs in an exhibit accompanying this Agreement. If subsequent programs are agreed to between the parties, the parties shall endeavor to execute a separate Program Memorandum for those programs and each program shall be governed and subject to the terms of this Agreement. In the event of any discrepancy between the Program Memorandum and this Agreement, the provisions of this Agreement shall prevail.

- B. The EDUCATIONAL INSTITUTION and the FACILITY agree to take corrective disciplinary action against a student, if the student does not comply with EDUCATIONAL INSTITUTION or the FACILITY's policies, rules and regulations or with the rules and regulations set out in this Agreement. Any disciplinary action shall be carried out according to the EDUCATIONAL INSTITUTION'S and FACILITY'S policies.
- C. Personnel of the EDUCATIONAL INSTITUTION and the FACILITY will communicate and mutually coordinate the scheduling and implementation of accepted programs. The EDUCATIONAL INSTITUTION is responsible for the curriculum and educational objectives of the programs.
- D. Insurance. The parties shall, at their own expense, at all times maintain insurance coverage against potential losses or liabilities in connection with participation and administration of the programs under this Agreement of such types and in such amounts as are customarily carried under similar circumstances, including but not limited to professional liability insurance and general liability insurance.

II. EDUCATIONAL INSTITUTION RESPONSIBILITIES.

- A. Accreditation. Each program accepted by FACILITY shall be accredited by the appropriate accrediting organization as required by FACILITY and applicable law. EDUCATIONAL INSTITUTION shall inform FACILITY promptly upon any material change in accreditation status. Loss of accreditation or failure to provide verification may result in the cancellation of the program in the discretion of the FACILITY.
- B. Liaison. The EDUCATIONAL INSTITUTION will designate an appropriate instructor or representative as a liaison for each active program at the FACILITY. The liaison will provide clinical objectives for the programs active at the FACILITY and shall coordinate the placement of all participating students with the FACILITY.
- C. Advanced Request/Notice of Placement. EDUCATIONAL INSTITUTION must contact FACILITY's Education Office (Students@Fairview.org) at least six (6) weeks in advance of the upcoming semester or start of a placement, whichever is earlier, to (1) ensure availability of clinical experience placement(s) at FACILITY; and (2) identify student(s) to be placed at Facility.
- D. Cooperation. Subject to the terms and conditions provided herein, EDUCATIONAL INSTITUTION shall reasonably cooperate with FACILITY's, processes, procedures, tools, and education initiatives FACILITY reasonably determines appropriate to facilitate the clinical experience programs under this Agreement.
- E. Education. The EDUCATIONAL INSTITUTION will be responsible for the quality of education and shall provide supervision and oversight in a manner consistent with all applicable laws and regulations, and consistent with Facility's policies, and shall provide the academic objectives and guidance for planning, directing and evaluating the students' learning experience. EDUCATIONAL INSTITUTION will assure that each student has the educational experience and level of competency to participate in the programs provided under this Agreement. EDUCATIONAL INSTITUTION shall have control over all phases of the administration of the programs, curriculum content, evaluation, faculty appointments, admission requirements, promotion and graduation, and such other matters as are internal to

EDUCATIONAL INSTITUTION.

- F. Policies and Regulations. The EDUCATIONAL INSTITUTION will inform its faculty and students of the FACILITY'S policies and regulations which relate to the programs at the FACILITY. EDUCATIONAL INSTITUTION's students and faculty are responsible for following all applicable FACILITY policies and procedures while participating in the programs, especially confidentiality requirements regarding the protection of patient health information.
- G. Other Insurance. EDUCATIONAL INSTITUTION will encourage participating students to carry their own health insurance during the term of their program. Participating students will not be covered by FACILITY'S workers' compensation coverage and shall be responsible for their own health care costs during their participation in the program.
- H. Immunization Requirements.
1. The EDUCATIONAL INSTITUTION will maintain a record of students' current immunizations and shall obtain student permission to submit data regarding their health status to the FACILITY and will submit this information to the FACILITY upon request.

Each student must meet the following and have documentation in their student health record:

- **MMR (measles, mumps and rubella):** Documentation of 2 vaccinations is required. Or documentation of positive immunity titers.
- **Varicella (chickenpox):** Documentation of 2 vaccinations is required. Or documentation of positive immunity titers.
- **Tuberculosis screening:** Students must have a negative 2 step Tuberculosis Skin Test (TST or Mantoux) test or negative Interferon-gamma release assays (IGRA) in their medical history with annual negative TST or IGRA. Students with a current positive TST test must have a negative chest x-ray test within the 3 months prior to the program visit and negative annual symptom survey. Students with a history of positive TB testing will require additional documentation.
- **Hepatitis B Vaccination Series:** A 3 shot Hepatitis B vaccination series is required for students who may have contact with blood or bodily fluids. Or a hepatitis B surface antibody titer. Or the students must document their decision to decline to be vaccinated against Hepatitis B.
- **Pertussis (t-dap) Vaccination:** One-time vaccination after age of 19 for students in a facility where patient care is provided.
- **Annual Flu (influenza) Vaccine:** Annual flu shots are required.
- **COVID-19 Vaccination:** Documentation of full COVID-19 vaccination, consistent with CDC guidelines.

Students in need of vaccinations must obtain them from their personal physician. Fairview does not provide vaccinations or testing to students.

Students without such documentation or those with a positive mantoux test must receive specific medical clearance from the FACILITY or a healthcare provider prior to their

participation in the program or may be denied participation at the FACILITY'S discretion. EDUCATIONAL INSTITUTION shall keep such documentation on file and shall provide this information to the FACILITY upon request pursuant to the written consent of the subject. EDUCATIONAL INSTITUTION shall obtain students' written consent to disclose such documentation to FACILITY as a condition of participation in Program.

EDUCATIONAL INSTITUTION will inform its students that the FACILITY requires students participating in exposure prone procedures who have tested positive for the Human Immunodeficiency Virus (HIV), Hepatitis B Virus (HBV) or Hepatitis C Virus (HCV) to disclose this information to the FACILITY. In addition, per OSHA (July 6, 1992) each student shall have documentation regarding receiving or declining of the Hepatitis B vaccination series if potentially exposed to blood and body fluids during the programs.

The requirements of this section are concurrent with existing Fairview Health Services policy and practice and conform to the guidelines established by the Minnesota Department of Health and the Center for Disease Control. They cannot be modified without the written consent of the FACILITY.

2. Flu and COVID-19 Vaccination Reporting. Due to regulatory reporting requirements, FACILITY must track and report flu and COVID-19 vaccination data for students participating in clinical experience at FACILITY. **By December 1st of each academic year, EDUCATIONAL INSTITUTION will need to submit aggregate data (not individual student names) on the number of students placed with Fairview for that academic year (fall and spring semester) and the number of those students who received a flu and COVID-19 vaccination. This information must be sent to:**

Fairview Education Office – Students@Fairview.org

- I. Identification. Participating students are required to comply with FACILITY identification guidelines while on FACILITY premises. EDUCATIONAL INSTITUTION shall provide a student photo ID and name badge that must be worn at all times while on the premises unless FACILITY coordinates another identification process for the program.
- J. Confidentiality. EDUCATIONAL INSTITUTION agrees that it and all participating students shall keep all confidential information of the FACILITY and/or its patients strictly confidential and shall not disclose confidential information to any third party without express FACILITY permission or otherwise permitted by law. For the purpose of this Agreement, the term “confidential information” includes, but is not limited to, protected health information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and EDUCATIONAL INSTITUTION shall educate participating students and faculty on the requirements of HIPAA and/or shall direct program participants to FACILITY'S HIPAA and confidentiality policies which may be made accessible. The parties agree that solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of protected health information that the EDUCATIONAL INSTITUTION students and faculty engaged in activities pursuant to this Agreement are members of the FACILITY'S workforce as that term is defined in HIPAA. Except for the foregoing limited purpose, EDUCATIONAL INSTITUTION students and faculty are not and shall not be construed to be employees of the FACILITY unless specified differently elsewhere in this Agreement. EDUCATIONAL INSTITUTION 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

and EDUCATIONAL INSTITUTION and program participants shall cooperate with FACILITY in complying with its obligations as a HIPAA covered entity at all times. This provision shall survive termination or expiration of this Agreement.

- K. Compliance. EDUCATIONAL INSTITUTION acknowledges and represents that it has not been convicted of a criminal offense related to health care and has not been debarred, excluded or otherwise been determined to be ineligible to participate in any federal health care program. Notwithstanding other terms of this Agreement, this Agreement shall terminate immediately in the event that EDUCATIONAL INSTITUTION is convicted of a criminal offense related to health care or is debarred, excluded or is otherwise determined to be ineligible to participate in any federal health care program. EDUCATIONAL INSTITUTION shall require its students to comply with all appropriate laws, regulations and guidelines and agrees to provide adequate training to its employees to ensure such compliance. In the event that EDUCATIONAL INSTITUTION becomes aware of any activity under this Agreement that may violate any law or regulation, EDUCATIONAL INSTITUTION agrees to refrain from taking any action which would further such conduct and to immediately notify the FACILITY's Chief Compliance Officer of such activity.

At all times during the term of this Agreement, EDUCATIONAL INSTITUTION shall not knowingly permit any employee or student to provide services to the FACILITY or student to participate in any program under this Agreement who:

- i) has been convicted of a criminal offense related to health care or who has been debarred, excluded or has otherwise been determined to be ineligible to participate in any federal health care program;
 - ii) has had their registration and/or license revoked or suspended in the State of Minnesota or the home state of the EDUCATIONAL INSTITUTION;
 - iii) has been convicted of a crime punishable as a felony or involving moral turpitude or immoral conduct; or
 - iv) has been expelled, suspended or substantially disciplined by their applicable professional practice organization.
- L. Required Learning. FACILITY shall forward a required learning packet to the EDUCATIONAL INSTITUTION providing education on topics identified as required by external regulatory agencies (such as Infection Control, Hazardous Materials, Infectious Agents, Emergency Preparedness, Confidentiality, Patient Rights, Corporate Compliance, etc.). EDUCATIONAL INSTITUTION acknowledges and represents that such information will be disseminated and part of its standard training program for students prior to their participation at the FACILITY. For programs where this packet is not provided, EDUCATIONAL INSTITUTION shall inform participating students that the required learning packet is required for compliance with FACILITY policies and shall direct participating students to complete the packet at the beginning of their program.

II. FACILITY RESPONSIBILITIES

- A. Accreditation. If applicable, the FACILITY will have current accreditation by the Joint Commission or any other appropriate and required accreditation.
- B. Policies and Regulations. The FACILITY will provide the EDUCATIONAL INSTITUTION's liaison with a copy of its policies and regulations which relate to the

programs or shall make such material accessible to the liaison and participating students.

- C. Facilities. FACILITY will allow the EDUCATIONAL INSTITUTION'S students to use its patient care and patient service facilities for clinical instruction according to a mutually approved plan.
- D. Number of Students. FACILITY and EDUCATIONAL INSTITUTION shall mutually agree on the number of students that will participate in the programs at any time. FACILITY is not required to accept students if it does not mutually agree to do so and may limit the number of participating students in a program at any time. FACILITY has the discretion to refuse to accept any specific student for cause or may remove any participating students from the programs at any time for failure to comply with FACILITY rules, regulations, procedures or procedures or for other behavior or actions which impact patient safety or FACILITY'S operations or reputation. Except in emergencies or as otherwise provided in this Agreement, the FACILITY shall consult with the EDUCATIONAL INSTITUTION liaison for the program prior to any such refusal or cancellation.

IV. REQUIREMENTS OF STUDENTS

- A. Compliance with Facility Policies. Student is responsible for following FACILITY'S policies and procedures in effect from time to time.
 - i) Immunization Requirements Policy. Each participating student must comply with the FACILITY'S Immunization Requirements policy in effect time to time as a condition of participation in a clinical experience program at FACILITY. As of the date of this Agreement, the specific requirements of the Immunization Requirements are set forth in Article II, Section H above as a condition for participation in the program. If any student has not received or is not up-to-date with respect to all required immunizations, the student will not be permitted to participate until all required immunizations are received and proper documentation is submitted.
- B. Expenses. Participating students are encouraged to carry their own health insurance and are responsible for their own health care costs. Participating students are also responsible for their own personal and travel expenses and automobile insurance.
- C. Insurance. If not covered by the EDUCATIONAL INSTITUTION, participating students with direct patient contact are required to carry professional liability insurance in the amount of \$1 million per occurrence and \$3 million annual aggregate. FACILITY shall have no obligation with respect to such professional liability insurance.

V. MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE

- A. Any participating 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. Persons receiving care will be responsible for payment of charges incurred for such care and not the responsibility of FACILITY or EDUCATIONAL INSTITUTION.
- B. For participating students exposed to an infectious disease at the FACILITY during the programs, FACILITY will follow the same policies and procedures which are followed for its

employees for the initial incident report. Participating students contracting an infectious disease during a program must report this fact to their EDUCATIONAL INSTITUTION and to the FACILITY. Before returning to the program, the student must submit proof of recovery to the EDUCATIONAL INSTITUTION and FACILITY if requested.

VI. LIABILITY

For the programs covered by this Agreement, each party agrees that it will be responsible for its own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of the other party and the results thereof.

VII. TERM; TERMINATION

This Agreement is effective on _____, or the date the final signature is obtained whichever occurs later and shall continue for a term of five (5) years. This Agreement may be terminated by mutual consent or by either party at any time and for any reason upon ninety (90) days written notice to the other party. Each FACILITY location hosting an active program may suspend or terminate their involvement with a program at any time within their sole discretion. Any students enrolled in a program at the time of its termination may be given the opportunity to complete the requirements of their program if possible and such continuation will be subject to the terms and conditions of this Agreement.

VIII. FINANCIAL CONSIDERATION

- A. The programs referenced by this Agreement are hosted by the FACILITY without regard to reimbursement by the EDUCATIONAL INSTITUTION and no such compensation is expected from one party to the other. However, some programs may include an honorarium or scholarship amounts paid to the FACILITY for educational purposes or to defray the costs associated with hosting the programs.
- B. The FACILITY is not required to compensate the EDUCATIONAL INSTITUTION or the participating students or faculty for any services rendered to the FACILITY or its patients pursuant to this Agreement and its subject programs.

IX. BACKGROUND STUDIES

Participating students for programs involving direct contact with patients must comply with Minnesota law requiring Human Services background studies. "Direct contact" means providing face to face care, training, supervision, counseling, consultation or medical assistance to patients. For applicable students, EDUCATIONAL INSTITUTION will be responsible for obtaining criminal background checks in accordance with Minnesota law or the law of the home state of the EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION acknowledges and represents that all participating students involved with direct patient contact programs have undergone a background study and show no criminal history results. For students with a criminal history result, EDUCATIONAL INSTITUTION shall notify FACILITY prior to the student's participation and FACILITY shall have the discretion to deny or place restrictions on the student's participation in the program. EDUCATIONAL INSTITUTION shall keep the results of the background studies for each participating student for a period of at least four (4) years and shall provide such information to FACILITY upon request.

For selected programs, FACILITY may assist the EDUCATIONAL INSTITUTION in performing the required background studies. In such cases, background studies must be completed before participating students will be allowed to have direct contact with patients.

X. MISCELLANEOUS PROVISIONS

- A. **Prohibition Against Discrimination.** Neither party will discriminate against any person because 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.
- B. **Assignment.** Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted assigns.
- C. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.
- D. **Counterparts.** This Agreement may be executed in counterparts or by facsimile signature and all such counterparts so executed constitute one agreement binding on all the parties hereto.
- E. **Third Party Beneficiary.** This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.
- F. **Relationship of Parties.** It is agreed that nothing in this Agreement is intended or should be construed as creating a partnership, joint venture or other association between the parties, nor shall either party, its employees, students, agents or representatives be considered employees, agents or representatives of the other party.
- G. **Notices.** All notices, consents, requests, demands, instructions or other communications provided for herein shall be in writing and shall be deemed validly given, made and served when (a) delivered personally; (b) sent by certified or registered mail, postage prepaid; (c) sent by reputable overnight delivery service; or (d) sent by telephonic facsimile transmission to the address listed below or the receiving party's general business address delivered to the attention of the lead instructor or other appropriate authority.
- H. **Entire Agreement.** This Agreement and all attachments between the parties represent the entire Agreement between the parties. For subsequent programs, the parties may execute future Program Memorandums and such documents will become a part of and be governed by this Agreement.
- I. **Authorization.** Both parties represent that they are duly authorized to execute this Agreement and to perform its obligations hereunder, and that the person signing on each party's behalf has the authority to do so.

- J. Divisions and Affiliated Entities. FACILITY as used in this Agreement includes Fairview Health Services and its various divisions and affiliates. For the purposes of this Agreement, a proper authority for any FACILITY division or affiliate may sign this Agreement on behalf of the system as a whole with full binding effect.
- K. Governing Law. This Agreement and any amendments or modifications shall be governed and construed in accordance with the laws of the State of Minnesota.
- L. Preservation of Rights Under Minnesota Law. This Agreement is not intended to, and it shall not be construed to, deprive EDUCATIONAL INSTITUTION of sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability afforded to EDUCATIONAL INSTITUTION by Minnesota law.

IN WITNESS WHEREOF, the parties have duly executed this Agreement by signing below.

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
EDUCATIONAL INSTITUTION**

Sign: _____

Address: _____

Name: _____

Title: _____

Date: _____

Secondary Signature if Needed

Sign: _____
Name: _____
Title: _____
Date: _____

FAIRVIEW HEALTH SERVICES

Sign: _____

Name: Brad Benson, MD

Title: Chief Academic Officer

Date: _____

Address: Fairview Health Services
2450 Riverside Ave. S.
Minneapolis, Minnesota
55454

**EXHIBIT A
LIST OF EDUCATIONAL PROGRAMS**

PROGRAM TITLES:

(to be completed for subsequent programs, not needed with original agreement)

**PROGRAM MEMORANDUM FOR THE
STUDENT AFFILIATION AGREEMENT BETWEEN**

**FAIRVIEW HEALTH SERVICES
AND**

This Program Memorandum pertains to the Student Affiliation Agreement ("Affiliation Agreement") currently effective between **FAIRVIEW HEALTH SERVICES** ("FACILITY") and _____ ("EDUCATIONAL INSTITUTION"). This Program Memorandum is an integral part of the Agreement and all terms used in both documents are intended to have the same meanings unless the context clearly indicates otherwise. All student affiliation education programs ("program(s)") listed within this Program Memorandum will be governed by and considered a part of the Affiliation Agreement currently effective between the parties and both parties shall be responsible for the relevant obligations set forth therein with respect to the program(s) listed below. Furthermore, the parties may also have current programs in place which have not been documented in the Affiliation Agreement or by a subsequent Program Memorandum despite their best efforts. Any such undocumented programs in place between the parties shall also be governed by and considered a part of the Affiliation Agreement effective between the parties and both parties shall be responsible for the relevant obligations set forth therein with respect to any such undocumented program(s).

1. Program. List the relevant program(s):
2. Start Date. List the start date of the new program(s):
3. Fairview Facilities. List the Fairview Facilities where the program(s) will take place:
4. Liaisons. List any relevant Fairview and School liaisons for the purposes of this program(s):
5. Financial Consideration. List any honorariums, scholarships or other financial consideration which may be a part of the program. No financial consideration is typically required.
6. Additional Notes. List any additional requirements or notes which should be documented:

Signed and authorized by the appropriate party representatives as shown below (faxed signatures are acceptable).

EDUCATIONAL INSTITUTION

FAIRVIEW HEALTH SERVICES

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____