

**STUDENT AFFILIATION AGREEMENT
BETWEEN
MINNESOTA STATE COLLEGES AND UNIVERSITIES
[Insert name of college/university]
AND
UNIVERSITY OF MINNESOTA PHYSICIANS**

This Agreement is entered into between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of [Insert name of College/University] (hereinafter “College/University”), and UNIVERSITY OF MINNESOTA PHYSICIANS. (hereinafter “UMP”).

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has established a Program for qualified students preparing for and/or engaged in Insert program type careers; and

WHEREAS, UMP has suitable clinical facilities in Insert program type for the educational needs of the Insert program type programs(s) of the College/University; and

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

WHEREAS, the College/University and UMP are desirous of cooperating to furnish a clinical experience for students of the Insert program type program enrolled at the College/University;

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

I. PLACEMENT OF STUDENTS

Placement of each student from the program is subject to the following condition:

- A. The appropriate department head at UMP and applicable College/University department head agree to the placement of specific program students within a specified department and shall agree in writing as to the specific arrangements (students accepted, starting date, duration of the experience). The College/University shall provide UMP with a CV and academic transcript for each prospective student, pursuant to the written consent of the subject.

II. COLLEGE/UNIVERSITY RESPONSIBILITIES

- A. The College/University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering a Insert program type program, which is approved by the Insert Board Type and accredited by the Insert Accreditation

- B. The College/University will supervise its students during the clinical experience program at UMP, unless otherwise agreed to in writing by the parties. The College/University will provide its **Insert program type** faculty to effectively implement the clinical experience program at UMP.
- C. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend UMP' orientation for clinical experience instructors as deemed necessary by the College/University and UMP.
- D. The College/University will provide UMP, at its request, with objectives for the clinical experience program. Implementation of those objectives will be accomplished by the College/University in cooperation with UMPhysician's designated representative.
- E. The College/University will inform its faculty and students of UMP' policies and regulations which relate to the clinical experience program at UMP.
- F. 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.
- G. 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 UMP. The College/University agrees at the request of UMP, to provide UMP with a list of those students with positive tuberculosis test or negative rubeola/rubella results, pursuant to the written consent of the subject.
- H. The College/University agrees and represents that it will require all students and faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies, as a pre-condition to participation in the clinical experience. College/University will not assign a student or faculty member to UMP if his/her background study documents ineligibility to have direct contact with UMP's patients or residents under applicable law or regulations. If requested, College/University shall provide UMP with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.
- I. The College/University shall provide a student name badge that must be worn at all times while on the premises.

II. UMP RESPONSIBILITIES

- A. UMP 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 UMP. In order to effectively fulfill that duty, it is agreed that UMP 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, UMP shall consult with the College/University before taking any action to terminate the participation of a student.

- B. UMP will provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.
- C. UMP 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.
- D. UMP will allow a reasonable amount of UMP 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.
- E. When available, physical space such as offices, conference rooms, and classrooms of the UMP may be used by the College/University faculty and students who are participating in the clinical experience program.
- F. The College/University faculty and students participating in the clinical experience program will be permitted to use UMP's library in accordance with the UMP's policies.
- G. UMP 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.
- H. UMP 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 UMP 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 UMP.
- I. UMP 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. UMP agrees to adhere to this policy in implementing this Agreement.

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

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

III. MUTUAL RESPONSIBILITIES

- A. The College/University and UMP assume joint responsibility for the orientation of the College/University faculty to UMP policies and regulations before the College/University assigns its faculty to UMP.

- B. **HIPAA.** Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of UMP' protected health information, the College/University and faculty engaged in activities pursuant to this Agreement are members of the UMP workforce, as that term is defined in 45 CFR 160.103. The College/University students and faculty are not, and shall not be construed to be, employees of UMP.

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

- C. Personnel of the College/University and UMP will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
- a. Communication to familiarize UMP personnel with the clinical experience program's philosophy, goals and curriculum;
 - b. Communication to familiarize the College/University faculty with UMP' philosophy, policy and program expectations;
 - c. Communication to keep both parties and the parties' personnel who are assigned to the clinical experience program informed of changes in philosophy, policies and any new programs which are contemplated;
 - d. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
 - e. Communication to identify areas of mutual need or concern;
 - f. Communication to seek solutions to any problems which may arise in the clinical experience programs; and
 - g. Communication to facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or the College/University's **Insert program type** curriculum.

- D. **INSURANCE.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

a. **Commercial General Liability Insurance**

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

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

b. **Professional Liability Insurance**

The College/University will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student

participating in the program to maintain Professional Liability insurance, with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.

UMP will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.

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

c. Additional Conditions:

An Umbrella or Excess Liability insurance policy may be used to supplement UMP' 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.

College/University shall provide UMP with notice within five (5) days of any cancellation, termination or material alteration of any such insurance policies.

If UMP receives a cancellation notice from an insurance carrier affording coverage herein, UMP agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice.

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

IV. STUDENT REQUIREMENTS

- A. Each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the College/University and, if requested, to UMP, to verify that no health problems exist which would jeopardize student or patient welfare. The health examination shall include an update of required immunizations. Students are required to have immunizations and vaccinations that comply with Minnesota State law and Occupational Safety and Health Administration regulations. A list of those students with positive tuberculosis test or negative rubeola/rubella results may, at the request of UMP, be provided to UMP.
- B. Students participating in the clinical experience program shall be encouraged to carry their own health insurance.

- C. Students participating in the clinical experience program shall be responsible for carrying their own professional liability insurance if professional liability insurance is not provided by the College/University.
- D. While receiving clinical education at UMP as a student at College/University, the student:
 - a. is not to be considered an employee of UMP for any purpose whatsoever;
 - b. shall not be covered by UMP social security, unemployment compensation, or workers' compensation coverage; and
 - c. shall be responsible for his/her own medical and dental care, with no right to receive medical or dental care from UMP solely by virtue of their participation in the clinical educational program.

V. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- A. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either UMP or the College/University.
- B. Any College/University faculty member or student who is injured or becomes ill while at UMP shall immediately report the injury or illness to UMP. 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 UMP or the College/University.
- C. UMP shall follow, for College/University faculty and students exposed to an infectious disease at UMP during the clinical experience program, the same policies and procedures which UMP 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 UMP. Before returning to UMP, such a College/University faculty member or student must submit proof of recovery to the College/University or UMP, 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 AND TERMINATION

- A. This Agreement is effective when fully executed, and shall remain in effect for five years from the from the Effective Date. This Agreement may be terminated by either party at any time upon one year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

VIII. FINANCIAL CONSIDERATION

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

XII. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. UMP 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 UMP 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 UMP or the College/University.

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

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

XIII. OTHER PROVISIONS: None

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

APPROVED:

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

**1. UNIVERSITY OF MINNESOTA
HEALTH CLINICS AND SURGERY
CENTER, INC.**

By: _____

Title: _____

Date: _____

**2. MINNESOTA STATE COLLEGES
AND UNIVERSITIES**

[Insert College/University name]

By: _____

Title: _____

Date: _____

3. AS TO FORM AND EXECUTION:

By: _____

Title: _____

Date: _____