

STUDENT TRAINING PROGRAM AGREEMENT

THIS STUDENT TRAINING PROGRAM AGREEMENT (the “Agreement”) is entered into between **SHRINERS HOSPITALS FOR CHILDREN** (“SHC”), a Colorado non-profit corporation, for and on behalf of itself and the Twin Cities Hospital (“Hospital”), which it owns and operates, and **the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of [ENTER MnSCU SCHOOL NAME]** (“SCHOOL”). SHC and SCHOOL are referred to herein individually as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, SCHOOL desires to provide supervised clinical experience and instruction as part of the educational program for students enrolled in its [Enter Course(s) of Study] program(s) (“Program”); and

WHEREAS, SHC, consistent with its mission and in the interest of furthering the educational objectives of SCHOOL, desires to make its Hospital available to the students for such experience:

NOW, THEREFORE, in consideration of the following covenants, conditions, and agreements, the Parties hereby agree as follows:

1. TRAINING EXPERIENCE. In accordance with the terms of this Agreement, and as SHC deems reasonably appropriate, SHC shall accept Program students who are specified by SCHOOL for participation in a clinical training experience at the Hospital (“Training Experience”). The Parties agree to abide by applicable federal and Minnesota laws prohibiting discrimination in the selection, placement or evaluation of any student.

2. RESPONSIBILITIES OF SCHOOL.

a. SCHOOL shall be responsible for the planning, implementation and operation of all didactic educational aspects of the Program, including the requirements for matriculation, promotion, and graduation. SCHOOL acknowledges and agrees that the Training Experience is intended to meet certain educational performance objectives, and SCHOOL shall provide a copy of such performance objectives to SHC on or before student placement. SHC shall communicate with SCHOOL in the event SHC is unable to meet SCHOOL performance objectives for any reason.

b. SCHOOL shall inform SHC of the name of the Program coordinator who shall remain in communication with the students and the SHC clinical coordinator and, if requested by SHC, with SHC personnel designated to provide supervision of and instruction to the students participating in the Training Experience. The Program coordinator shall routinely communicate with SHC regarding the specifics of the Program and the Training Experience and the progress of the students participating in the Training Experience. SCHOOL shall submit to SHC, at least thirty (30) days prior to commencement of the Training

c. Experience, a description of the types of Training Experiences needed; the dates during which such experiences will be needed; and the number of students expected to participate in the Training Experience. No faculty or staff of SCHOOL will be present on site at SHC’s Hospital to supervise the students. The Parties shall then mutually agree upon the specifics of the Training Experience and number of students participating in the Training Experience.

d. SCHOOL assures SHC that its students are prepared to meet the performance objectives of the Training Experience at the Hospital. If applicable to Training Experience, SCHOOL certifies that it has trained each student in standard precautions and transmission of blood-borne pathogens and that each student has been trained in, and has practiced using, universal precautions. Notwithstanding the foregoing, the parties agree that SHC shall be responsible for providing site-specific training to SCHOOL students.

e. SCHOOL shall inform all students participating in the Training Experience that they are required to comply with all relevant local, state, and federal laws; standards and guidelines of applicable accreditation bodies; and applicable rules and regulations, policies and procedures, standards of conduct and requirements of SHC.

f. SCHOOL shall inform all students that SHC requires each student participating in the Training Experience at the Hospital to sign a Statement of Confidentiality in the form attached hereto as Exhibit A, and to submit the completed form to SHC prior to the start of the Training Experience.

g. SCHOOL shall inform all students participating in the Training Experience that SHC requires them to wear the uniform approved by SHC and display their SHC identification badge while on SHC premises, unless otherwise directed by SHC.

h. SCHOOL shall inform all students that SHC requires them to provide SHC with documentation that she/he is free from contagious disease and has satisfactorily completed an Immunization/Serology clearance, in accordance with current Centers for Disease Control guidelines for Health Care Workers, prior to his or her participation in the Training Experience.

i. SCHOOL agrees and represents that it will require all students 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 Training Experience. SCHOOL will not assign a student to SHC if his/her background study documents ineligibility to have direct contact with SHC's patients or residents under applicable law or regulations. If requested, SCHOOL will provide SHC with documentation regarding the completion or results of the background study pursuant to the written consent of the subject. SCHOOL will inform all students that if SHC requires satisfactory completion of any additional types of background checks or verifications, all students will be responsible for arranging directly with SHC to have those checks conducted and for the results to be submitted directly to SHC, at each student's sole expense, before beginning participation in the Training Experience at Hospital. SCHOOL acknowledges that additional types of background checks or verifications SHC may require of students include but are not limited to the following:

- i. Social Security Verification, if applicable;
- ii. Criminal Background Check (past 7 years);
- iii. Sexual Offender Registry;
- iv. OIG List of Excluded Individuals/Entities; and
- v. GSA List of Parties Excluded from Federal Programs.

SHC shall be solely responsible for determining, in its discretion, whether the results of a student's background study, background check or verifications are satisfactory and whether to allow a student to participate in a Training Experience at Hospital. SHC shall not be responsible for any cost or expense associated with background check or drug screen.

j. SCHOOL shall inform all students who wish to participate in a Training Experience that SHC requires them to have a drug screen completed within the 90-day period prior to the Training Experience. SCHOOL shall inform students that each student is responsible for arranging directly with SHC to have the drug screen performed according to SHC's specifications and to have the results provided directly to SHC, at the student's sole expense.

k. SCHOOL shall inform all students participating in a Training Experience that they shall not provide any care or service to any patient unless they are being supervised by designated SHC personnel, and the care or service is within the scope of, and compliant with, any applicable licensing, practice, or supervision statutes, regulations or other guidelines.

3. RESPONSIBILITIES OF SHC.

a. SHC shall designate a clinical coordinator to cooperate with SCHOOL's Program coordinator regarding the specifics of the Program and the Training Experience and the supervision of the students participating in the Training Experience.

b. SHC shall designate personnel to supervise students of SCHOOL while they are participating in a Training Experience at Hospital. SHC personnel supervising students will have current licensure and/or certification in their field, as appropriate.

c. SHC shall provide an orientation for students participating in the Training Experience in respect to SHC's rules and regulations, policies and procedures and standards of conduct.

d. SHC agrees to provide to SCHOOL the necessary space or facilities for conference and classroom areas for student teaching as may be available.

e. To the extent that any first aid treatment is required in connection with an injury or illness incurred by a student during performance of his or her clinical training during a Training Experience, SHC shall provide treatment as appropriate. Such treatment shall be solely at the expense of the individual treated.

f. SCHOOL shall be solely responsible for the final evaluation and grading of students participating in the Training Experience. However, upon the request of SCHOOL, SHC may submit input to the Program coordinator evaluating and appropriately documenting the performance of each student in the Training Experience.

g. Where an emergency exists involving health and safety, SHC may immediately terminate the participation in the Training Program of any student enrolled in the Program, at any time from any clinical area of the Hospital. Student shall be informed that he/she is required to leave promptly and without protest in the event that SHC asks a student to leave. SHC shall also have the right, at any time, to remove a student permanently from the Training Experience. In non-emergency instances, SHC shall consult with SCHOOL before taking any action to terminate the participation of a student.

h. SHC shall maintain sole responsibility and accountability for patient care during the term of this Agreement. Neither SCHOOL nor any student shall have any right or duty to control or direct patient care or operations at the Hospital. Neither SCHOOL nor any student shall have the right to interfere with or adversely affect the operation of SHC.

i. SHC agrees that in fulfilling the duties of this Agreement, SHC is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act (“ADA”). SCHOOL 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.

4. TERM; TERMINATION.

a. This Agreement shall become effective as of the date of the last signature hereto (the “Effective Date”). This Agreement shall have a term of five (5) years, unless sooner terminated in accordance with the terms of this Agreement.

b. Except as otherwise provided herein, either Party may terminate this Agreement at any time without cause upon at least ninety (90) days’ prior written notice, provided that all students participating in a Training Experience at the time of such notice of termination shall be given the opportunity to complete the current Training Experience.

5. 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:

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, subdv. 4, with limits not less than \$500,000.00 per person and \$1,500,000.00 per occurrence for bodily injury and property damage.

SHC 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.

Professional Liability Insurance: SCHOOL 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.

SHC 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.

Additional Conditions: An Umbrella or Excess Liability insurance policy may be used to supplement the SHC’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 SHC receives a cancellation notice from an insurance carrier affording coverage herein, SHC agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless SHC'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 SCHOOL.

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

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

7. CONFIDENTIALITY.

a. **SHC Confidential Business Information.** SCHOOL acknowledges that during the term of this Agreement, business of a confidential and proprietary nature belonging to SHC and Hospital ("SHC Confidential Business Information") might be disclosed to SCHOOL students. SCHOOL agrees to inform its students that SHC prohibits them from, in any manner, directly or indirectly, using or disclosing to any person or entity whatsoever, any of such SHC Confidential Business Information. SCHOOL agrees to inform its students that upon the expiration or termination of this Agreement by either party and for any reason, SHC requires students to immediately return to SHC any and all SHC Confidential Business Information, including without limitation any originals or copies of policies, procedures, and patient medical records in the student's possession or control. SCHOOL shall inform its students participating under this Agreement that SHC requires them to keep confidential all information of SHC and not disclose or reveal any such information to any third party without the express prior written consent of SHC, except as required by law. To the extent it meets the definition of "trade secret information" in Minnesota Statutes § 13.37, subd. 1(b), SCHOOL will treat business or operations information of SHC as nonpublic data. The Parties expressly acknowledge that under the Minnesota Government Data Practices Act, with which SCHOOL must comply, this Agreement is public data.

b. **Medical Records.** Patient medical records created and maintained at the Hospital are the sole and exclusive property of SHC. SCHOOL shall inform any SCHOOL students participating in a Training Experience that they are required to abide by SHC policies and procedures concerning the completion and handling of medical records. If SCHOOL receives any SHC patient medical records, SCHOOL agrees to preserve the confidentiality of all patient medical records in accordance with applicable state and federal law and to use the information in such records only as necessary to perform the obligations under this Agreement.

c. **HIPAA Compliance.** Each Party under this Agreement agrees, and SCHOOL shall inform students participating under this Agreement that they are required to comply, to the extent required, with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and the requirements of any applicable regulations promulgated thereunder (as amended), including, without limitation, the Federal Privacy and Security Regulations as contained in 45 CFR Part 160 and Part 164 (collectively "HIPAA"). Each Party under this Agreement agrees, and SCHOOL shall inform students participating under this Agreement that they are required, not to use or disclose any protected health information, as defined in 45 CFR § 160.103 ("PHI"), concerning a patient other than as permitted by this Agreement and the requirements of HIPAA. To the extent permitted by applicable law, each Party will

promptly report to the other Party upon knowledge and verification, any use or disclosure of a patient's PHI not provided for by this Agreement, or in violation of any applicable local, state or federal law of which that Party becomes aware. Notwithstanding the foregoing, no attorney-client, accountant-client, physician-patient or other legal privilege shall be deemed waived by either party by virtue of this Section 7(c). SCHOOL shall cooperate with SHC in complying with its obligations as a HIPAA covered entity, including, but not limited to, complying with its policies and procedures under HIPAA. Solely for the purposes of defining the students' roles in relation to the use and disclosure of SHC's protected health information, students engaged in activities pursuant to this Agreement are members of SHC's workforce, as that term is defined in 45 CFR 160.103. SCHOOL students are not, and shall not be construed to be, employees of SHC.

d. **Data Privacy.** SHC and School must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by SCHOOL in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by SHC in accordance with this Agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either SHC or SCHOOL. In the event SHC receives a request to release the data referred to in this clause, SHC must immediately notify SCHOOL. SCHOOL will give SHC 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 CFR 99, apply to the use and disclosure of education records that are created or maintained under this Agreement.

8. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SHC: Shriners Hospitals for Children
Twin Cities Hospital
2025 East River Parkway
Minneapolis, Minnesota 55414
Attention: Administrator

With copy to (which shall not constitute Notice):

Shriners Hospitals for Children
P.O. Box 31356
Tampa, Florida 33631-3356
Attention: Legal Department

If to SCHOOL: [Enter MnSCU School Name]
[Enter Address]
[Enter City, State and Zip Code]
Attention: [Enter Affiliate's Authorized
Representative's Name & Title]

or to such other persons or places as either party may from time to time designate by written notice to the other.

9. **NO WAIVER.** Any failure of a Party to enforce that Party's right under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.
10. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, administrative orders, or other authoritative guidance or compliance requirements issued by government or accreditation agencies.
11. **NO PAYMENTS OR OTHER REMUNERATION.** Each Party shall bear its own costs associated with this Agreement and no payment is required by either the SCHOOL or SHC to the other Party. SHC is not required to reimburse SCHOOL students for any services rendered to SHC, Hospital or its patients pursuant to this Agreement. Further, SCHOOL, its staff members, and its representatives, shall not attempt to bill or collect from any patient or from any other source fees for services provided to patients by students. SCHOOL is not required to reimburse SHC personnel for any administrative or supervisory activities they perform pursuant to this Agreement.
12. **INDEPENDENT RELATIONSHIP.** None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between SCHOOL and SHC other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. The Parties agree that the students shall not be considered employees of SHC, nor shall any student be entitled to any right, compensation or benefits normally afforded to employees of SHC, including but not limited to, Social Security, unemployment and workers' compensation insurance. The Parties further agree that the students shall not be considered employees of SCHOOL, nor shall any student be entitled to any right, compensation or benefits normally afforded to employees of SCHOOL, including but not limited to any right, Social Security, unemployment and workers' compensation insurance.
13. **USE OF NAMES.** Neither Party may use the name, logo, trademark or service mark of the other in any publicity, advertising or promotional materials disseminated to the public or otherwise hold itself out as affiliated with the other Party without the prior written approval of the other Party. Notwithstanding the foregoing, the Parties expressly acknowledge and agree that SCHOOL may, without SHC's prior consent, use the name of SHC or Hospital solely for the purpose of informing students of the possible opportunity to participate in a Training Experience at Hospital pursuant to this Agreement.
14. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.
15. **ASSIGNMENT; BINDING EFFECT.** Neither Party may assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of an authorized representative of the other Party. This Agreement shall inure to the benefit of and be binding upon, the Parties hereto and their respective successors and permitted assigns.
16. **COUNTERPARTS.** This Agreement may be executed in two (2) counterparts, both of which together shall constitute only one (1) Agreement.
17. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

18. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of authorized representatives of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, authorized representatives of the Parties hereto have executed this Agreement as evidenced below, intending to be bound thereby.

SHRINERS HOSPITALS FOR CHILDREN

By: _____ Date: _____
[Enter Hospital Administrator's Name]
[Enter Title]

[ENTER MnSCU SCHOOL NAME]

By: _____ Date: _____
[Enter Authorized Signatory Name]
[Enter Title]

By: _____ Date: _____
[Enter Authorized Signatory Name]
[Enter Title]

AS TO FORM AND EXECUTION:

By: _____ Date: _____
Name: _____
Title: _____

EXHIBIT A

STATEMENT OF CONFIDENTIALITY

By my execution of this Statement of Confidentiality, I _____ (print or type student name) hereby acknowledge my responsibility under applicable law and the Student Training Program Agreement between **SHRINERS HOSPITALS FOR CHILDREN** (“SHC”), on behalf of itself and the Twin Cities Hospital (“Hospital”), which it owns and operates, and **the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of [ENTER MnSCU SCHOOL NAME]** (“SCHOOL”) to keep confidential any information regarding SHC patients and other confidential information that I may encounter while participating in the SCHOOL program Training Experience offered at the Hospital. I agree, under penalty of law, not to reveal to any person or persons, except authorized clinical staff and associated personnel, any specific information regarding any patient except as required or permitted by law.

Dated this ____ day of _____ 20__

Student Signature

Witness
