

[INSERT DATE]

[INSERT ADDRESS]

RE: Student Affiliation Agreement with Fairview Health Services

Dear _____:

As we have discussed, Fairview Health Services is willing to serve as a host location for your school's students for certain clinical educational experiences. As part of this process, Fairview needs to execute a student affiliation agreement with your school to govern this relationship. Since your school is a member of MNSCU, I have enclosed a copy of our MNSCU Student Affiliation Agreement customized for your school. The template for this agreement was approved by the legal office of MNSCU in April 2014 so no changes should be needed to the agreement. If you would like verification of this approval, you may contact the MNSCU legal office directly (specifically Mary Al Balber, Assistant General Counsel, at 651-201-1752 or maryal.balber@so.mnscu.edu). Your current agreement expires on

[INSERT OTHER NOTES OR ISSUES]

If you need changes to the contract or have questions about the specifics of the clinical experience, please contact me directly at cbecker1@fairview.org or 612-273-4681. If the contract is acceptable, then please obtain the appropriate signatures and return a completed contract copy back to me. Thank you.

Sincerely,

Catherine Becker
Human Resources, Academic Affiliation Coordinator
Fairview Health Services
2344 Energy Park Drive
St. Paul, MN 55108

STUDENT AFFILIATION AGREEMENT

BETWEEN

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

AND

FAIRVIEW HEALTH SERVICES

This Agreement is entered into between the State of Minnesota, Board of Trustees of the Minnesota State Colleges and Universities (MNSCU), on behalf of _____ (hereinafter "EDUCATIONAL INSTITUTION") and **Fairview Health Services**, located at 2450 Riverside Ave. South in Minneapolis, Minnesota, (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 (by the State of Minnesota, Board of Trustees of the Minnesota State Colleges and Universities 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 are desirous of cooperating to furnish a clinical experience program 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 FACILITY agree to take corrective disciplinary action against a student, if the student does not comply with EDUCATIONAL INSTITUTION or FACILITY rules and regulations or with the rules and regulations set out in this Agreement and in the Agreement

between the student and the EDUCATIONAL INSTITUTION. 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 the programs. The EDUCATIONAL INSTITUTION is responsible for the curriculum and educational objectives of the programs.

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.

Commercial General Liability Insurance

The EDUCATIONAL INSTITUTION 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.

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

Professional Liability Insurance

The EDUCATIONAL INSTITUTION 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.

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

IF INSURANCE COVERED BY CLAIMS-MADE POLICIES IS DISCONTINUED, THEN EXTENDED REPORTING PERIOD COVERAGE MUST BE OBTAINED AND EVIDENCE OF SUCH COVERAGE SHALL BE PROVIDED TO THE OTHER PARTY UPON REQUEST.

Additional Conditions:

An Umbrella or Excess Liability insurance policy may be used to supplement the FACILITY's policy limits to satisfy the full policy limits required by the Agreement.

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage upon request.

If FACILITY receives a cancellation notice from an insurance carrier which materially impacts the clinical experiences being hosted under this agreement, then FACILITY will use good faith efforts to notify EDUCATIONAL INSTITUTION.

Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The EDUCATIONAL INSTITUTION is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the EDUCATIONAL INSTITUTION, not to students. Likewise, FACILITY'S workers' compensation insurance and coverage extends only to employees of the FACILITY, not to students.

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 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. Education. The EDUCATIONAL INSTITUTION faculty 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 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.
- D. 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 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.
- E. 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 or EDUCATIONAL INSTITUTION's workers' compensation coverage and shall be responsible for their own health care costs during their participation in the program.
- F. (1) Health Immunizations. 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 titers.
- **Varicella (chickenpox):** Documentation of 2 vaccinations is required. Or physician certified medical documentation of a positive history of the disease. Or documentation of positive titers.
- **A negative TST test (Tuberculosis Skin Test or Mantoux):** Students must have a negative 2 step TST test or negative blood assay M. tuberculosis (BAMT) in their medical history with annual negative TST or BAMT. Students with a positive TST test must have a negative chest x-ray test within the 12 months prior to their program visit and negative annual symptom survey.
- **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 the student must document their decision to decline to be vaccinated against Hepatitis B.
- **Annual Flu Shots (influenza):** Annual flu shots are required.

The immunization below is recommended, but not required, for students in patient care areas.

- **Pertussis (t-dap) Vaccination:** One-time vaccination after age of 19.

Students in need of vaccinations must obtain them from their private physician. Fairview does not provide vaccinations or testing to students as part of this agreement.

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. If EDUCATIONAL INSTITUTION does not keep a record of student health immunizations, then FACILITY may facilitate this process in its discretion and all participating students must complete health immunization documentation or provide evidence of immunity prior to their participation in the programs.

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 Shot Reporting. Due to Medicare rules, hospitals are required to track and report flu shot data for students hosted by the hospital. **By April 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 hospitals for that academic year (fall and spring semester) and the number of those students who did receive a flu shot.** This information must be provided to:

**Fairview Health Services - System EOHS Manager
2344 Energy Park Drive, St. Paul, MN 55108**

- G. 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.
- H. 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 as otherwise permitted or required by law. 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 shall 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.

- I. 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 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.
- J. 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.

III. FACILITY RESPONSIBILITIES

- A. Accreditation. If applicable, the FACILITY will have current accreditation by 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 will not be 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 or procedures or for other behavior or actions which impact patient safety or normal operations. 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 cancellation.

- E. Patient Care. Unless provided otherwise elsewhere in this Agreement, FACILITY is responsible for the safety and quality of care provided to its patients by the students who are participating in the programs at the FACILITY.
- F. Program Coordinator. FACILITY shall have a lead coordinator or contact person for each program being hosted by the FACILITY. The coordinator shall coordinate the activities of the program and shall provide supervision (directly or indirectly) of the students' activities while on the premises of the FACILITY or while attending FACILITY patients.
- G. Voter Registration. If applicable under Minnesota Statute §201.162 and requested by a participating student, FACILITY shall provide voter registration assistance.
- H. Protective Equipment. FACILITY will provide all necessary personal protective equipment for students, while assigned to FACILITY, in compliance with OSHA Blood-Borne pathogen regulations and the Nuclear Regulatory Commission as appropriate.

IV. REQUIREMENTS OF STUDENTS

- A. Health Immunizations. Each participating student must comply with the requirements of Article II, Section G 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 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 or 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. EDUCATIONAL INSTITUTION'S liability shall be governed by the provisions of the Minnesota Tort Claims Act (§3.732 et. seq.) and other applicable law.

VII. TERM; TERMINATION

This Agreement is effective on _____ 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 can suspend or terminate its involvement with a program at any time within its sole discretion. Any students enrolled in a program at the time of its termination will be given the opportunity to complete the requirements of their program 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 background studies in accordance with in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies or the law of the home state of the EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION acknowledges and represents that all participating students involved with direct contact patient 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. FACILITY agrees that it is responsible for complying with the Americans with Disabilities Act (ADA) and any regulations promulgated pursuant to the Act in fulfilling its duties under this Agreement. EDUCATIONAL

INSTITUTION is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of its own facilities, services and other areas covered by the ADA.

- 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 fax 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 warrant and 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. Data Privacy. EDUCATIONAL INSTITUTION and FACILITY agree to comply with the terms of the Minnesota Data Practices Act to the degree the Act is applicable in handling data related to this Agreement.
- L. Governing Law. This Agreement and any amendments or modifications shall be governed and construed in accordance with the laws of the State of Minnesota.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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: _____

FACILITY

Sign: _____

address: Fairview Health Services
2450 Riverside Ave. So.
Minneapolis, MN
55454

Name: Carolyn Jacobson

Title: Chief Human Resources Officer

Date: _____

EXHIBIT A
LIST OF EDUCATIONAL PROGRAMS

PROGRAM TITLES: