

[Template for Minnesota State institutions only *Please complete every field and delete all instructions including the brackets.*]

COLLABORATIVE AGREEMENT
BETWEEN
BEMIDJI AREA INDIAN HEALTH SERVICE
AND
MINNESOTA STATE COLLEGES AND UNIVERSITIES
[INSERT NAME OF COLLEGE/UNIVERSITY]

- 1. Purpose of Agreement** - This Collaborative Agreement (Agreement) is made between the Bemidji Area Indian Health Service (BAO) on behalf its facilities; Cass Lake IHS Hospital, 425 7th Street Northwest, Cass Lake, Minnesota 56633, Red Lake IHS Hospital, 24760 Hospital Drive, Red Lake, Minnesota 56671, and White Earth Health Center, 40520 County Highway 34, Ogema, Minnesota 56569 (collectively and individually referred to as Facilities and Facility, respectively) and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities (“Minnesota State”), on behalf of [insert name of College/University] located at [insert full address] (referred to as College/University). The purpose of this Agreement is to establish guidelines for the clinical education of the students in the College/University’s health and human service programs listed in paragraph three (3) below. This Agreement does not involve the transfer of Federal funds (or property in lieu of funds) nor receipt of any fees or payment for preceptor services.
- 2. Identification Number** - For purposes of Indian Health Service (IHS) internal administrative needs, this Agreement will carry the following identification number: [BAO to insert number]
- 3. Description of Programs** - The College/University is offering accredited professional educational programs for qualified students preparing for and/or engaging in a career in a health care field, specified as: [insert applicable allied health programs].
- 4. Description of Services**. The College/University requires additional facilities to provide clinical experience for students in the Programs. BAO has Facilities that are able to furnish such experience and recognizes the potential benefits of exposing students interested in health care to its health care system. Therefore, the parties are desirous of providing learning opportunities through clinical education to students enrolled in the College/University’s Programs. The clinical education objectives, the variety of clinical experiences, and the method of supervision and student education shall be determined between the College/University and BAO.
- 5. Authority** - Pursuant to the authority of 42 U.S.C. § 254a, IHS is authorized to enter into agreements with schools of medicine and other health schools, agencies, or institutions, for such interchange or cooperative use of facilities and services on a reciprocal basis, as will be of benefit to the training or research programs of the participating agencies/parties. Pursuant to 5 U.S.C. § 3111 and 5 C.F.R. § 308.101-103, IHS may accept voluntary service by a student, with the permission of the institution at which the student is enrolled, as part of a program established for the purpose of providing educational experiences for the student. This Agreement is also

made under IHS policy set forth in the IHS General Administration Manual, Chapter 8-79, Use of Collaborative Agreements.

6. The College/University Agrees –

- A. To have overall responsibility to supervise its students during their clinical experience at the Facility, including evaluating the student. However, the College/University will not have faculty on site or directly supervise the clinical experience of students. Supervision of students in these Programs will be provided by the appropriately credentialed individual in accordance with paragraph 7(E) below.
- B. To be responsible for the planning, directing, and evaluating the student's learning experiences in cooperation with Facility personnel.
- C. To provide the Facility, at its request, with objectives for the clinical experience Program. Implementation of those objectives will be accomplished by the College/University in cooperation with the Facility's designated representative.
- D. To provide the Facility with a list of the students who are participating in the clinical experience Program, units within the Facility where they will be assigned, and the dates of the students' participation in the Program.
- E. To inform its students of the Facility's policies and regulations which relate to the clinical experience Program at the Facility.
- F. To inform students that they will be responsible for maintaining proper dress and conduct in accordance with professional standards. BAO will not provide uniforms or lab coats. In this regard, the uniform or other dress that students wear shall be acceptable to the Facility as well as to the College, and all College students shall be identified as students of the College.
- G. To enforce, within established guidelines, disciplinary action against a student who violates applicable College/University policies, procedures, standards, rules, and regulations.
- H. To cooperate with the Facility regarding any student whose work, conduct, or health may, in Facility's determination, have a detrimental effect on patients or personnel of the Facility, up to and including withdrawal or reassignment.
- I. As a result of the clinical and related activities under this Agreement, the students and/or faculty members may have access to confidential information, including identities of the patients of the Facility. The College/University will instruct the students and/or faculty members of the Facility's requirement that they shall hold confidential all patient and other confidential and proprietary information

obtained as a participant in these activities and will not disclose any personal, medical, financial, or other confidential or proprietary information to third parties, including family members, students and faculty members, or other health care providers. The College/University will also instruct students and/or faculty members of the Facility's requirement that they are committed to protecting from any disclosure, whether written or oral, any and all confidential information of the Facility that it may come into contact with. The College/University will instruct the students and/or faculty members that the Facility requires that they will not copy patient schedules, procedure schedules, patient medical records, or similar confidential or proprietary documents of the Facility. To the extent that students and/or faculty members have access to patient information protected by the Privacy Act (5 U.S.C. § 552a), HIPAA Privacy Standards (45 C.F.R. Parts 160 and 164), and/or regulations protecting the confidentiality of alcohol and drug abuse patient records (42 C.F.R. Part 2), they agree to comply with all applicable provisions on disclosure and all other applicable federal and state statutes or regulations. Likewise, the College/University will instruct students and/or faculty members of the Facility's requirement that they not use any confidential or proprietary information of BAO in presentations, reports, or publications of any kind without BAO's prior written consent. Notwithstanding the foregoing, the Facility agrees that students may use de-identified information as defined by HIPAA for assignments submitted to the College/University's faculty and the Program. The College/University shall cooperate with the Facility 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 the Facility, the College/University shall instruct its students to comply with the Facility's policies and procedures governing the use and disclosure of individually identifiable health information. To the extent it meets the definition of "trade secret information" in Minnesota Statutes section 13.37, subdivision 1(b), the College/University will treat business and operations information of the Hospital as nonpublic data.

- J. To inform students of the requirement that they must at all times remain free of any contagious disease and meet all the safety, health and technical standards of the IHS Employee Immunization Program, including the requirements for students to provide evidence of screening for tuberculosis infection and immunity against Rubella, Measles (Rubeola) and Hepatitis B. If the tuberculosis skin test is positive, there shall be evidence of treatment in accordance with the U.S. Department of Health and Human Services (HHS), Centers for Disease Control and Prevention Guidelines. The College/University shall require all students, as a condition of participation in the clinical education program, to submit evidence of their required immunizations to the College/University and, if requested, to the Facility. A list of those students with positive Mantoux or negative rubeola/rubella results may be provided to the Facility, at the Facility's request.

- K. To inform students of the requirement that they comply with the infection control guidelines for the Facility.
- L. To comply with applicable laws regarding the provision of a reasonable accommodation for any student with a disability who may require one.
- M. To inform students and faculty of the requirement that they may not solicit BAO or its employees for funding, fund raisers or donations.

7. The Bemidji Area Indian Health Service Agrees –

- A. That each of its Facilities will maintain current accreditation by The Joint Commission or any other appropriate and required accrediting body.
- B. To be responsible for the safety and quality of care provided to its patients by students who are participating in the clinical experience programs at the Facilities. In order to effectively fulfill that duty, it is agreed that each Facility has ultimate control over all persons involved in the clinical experience programs and may immediately terminate the participation of any student in a clinical experience program when further participation in the clinical education program would not be in the best interest of the IHS in accordance with the provisions of paragraph 8(A) below.
- C. To provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.
- D. To permit the College/University students to use patient care and patient services facilities for clinical instruction according to a mutually agreed upon plan. The Facility will assign a representative to coordinate placement activities with the College/University's designated representative and provide qualified personnel to supervise College/University students who are participating in the clinical experience program.
- E. To maintain administrative and professional supervision of students insofar as their presence affects the operation of BAO and/or care of patients. Supervision will be available at all times the students are on duty to ensure that each student assumes an appropriate level of responsibility for safe, effective, and compassionate patient care that is consistent with his/her level of experience and training. If no College/University faculty members are supervising the students on site at a Facility, then an appropriately credentialed individual(s) designated by the Facility will provide on-site supervision.
- F. To allow a reasonable amount of Facility staff time for joint telephone or other needed conferences with the College/University faculty for planning with

College/University faculty, and for such other assistance as shall be mutually agreeable.

- G. To provide all fingerprint and criminal background investigations of students and faculty participating in the clinical education program, and sponsor the Electronic Questionnaires for Investigation Processing (E-QIP).

8. Mutual Agreements –

- A. Assignment: The number and assignment of students will be mutually agreed upon between BAO and the College/University prior to the beginning of each training period. BAO reserves the right to refuse acceptance of any student in this clinical education experience and/or to remove any student when it is determined that further participation would not be in the best interest of IHS. BAO will advise the College/University at the earliest opportunity of any deficiency noted in an assigned student's ability to progress toward achievement of the stated objectives of the clinical education experience.
- B. Acceptance/Rejection: After selection by the College/University, the student's contact information, credentials, and dates of desired rotation shall be forwarded to BAO, which may unilaterally accept or reject the student. For record keeping purposes, BAO shall complete all necessary paperwork.
- C. Orientation. The College/University and the Facility assume joint responsibility for the orientation of College/University faculty to Facility policies and regulations before the College/University assigns its students.
- D. Child Care Statement: All students must pass a criminal history background check pursuant to P.L. 101-630, the Indian Child Protection and Family Violence Prevention Act, and P.L. 101-647, the Crime Control Act of 1990, Subtitle E, Child Care Worker Employee Background Check, as well as all regulations promulgated pursuant to such laws. One part of the background check is a fingerprint check. All students must undergo a fingerprint check in accordance with IHS fingerprint procedures. Fingerprint results must be cleared prior to the students' entry on duty.

Other parts of the background check may be deferred, but not waived, until after entry on duty, but only if the student is supervised by an individual who has already received such a clearance. See P.L. 102-190, § 1094, Provisional Supervised Employment of Federal Child Care Services Personnel. Upon the student's clearance, the Facility shall verify same with the BAO Division of Personnel Management.

While a student's background check is pending, all activities in which the student will be interacting with or providing care to children less than 18 years old must

be performed within the sight and supervision of an IHS employee who has satisfactorily completed the Child Care National Agency Check with Written Inquiries Security Investigation.

- E. Nondiscrimination: Each party agrees that there shall be no discrimination on the basis of race, color, religion, sex, national origin, age, or disability in the assignment, acceptance, or activities of the students.
- F. Description of Services: The student will observe and/or participate, as appropriate, in the provision of services to patients, and otherwise perform clinical assignments as specified by the Facility's Clinical Director and/or designee, during the hours of operation of the particular facility.
- G. Student Access: The student will receive appropriate orientation and have access to Facility conference areas, equipment, supplies, records and other Facility resources needed to provide services within the clinical setting. Students participating in the clinical education program will also be allowed access to physical space such as offices, conference rooms, and classrooms when available; be permitted to use the Facilities' libraries, books, manuals, or reference materials in accordance with the Facilities' policies; and have access to a locker or cloak room for their personal possessions, but these areas may also be shared by the Facility's employees, agents, and faculty and students from other institutions.
- H. Rotation Plan: The College/University shall establish a rotational plan for the clinical experience by mutual agreement between the parties.
- I. Records: The College/University shall keep all attendance and academic records of the participating students.
- J. Limit Activity: Notwithstanding anything herein to the contrary, BAO reserves the right to limit or prohibit any activity that, in its opinion, will interfere with the normal operations of any of its Facilities.
- K. Description of Review Process: The student will work under the supervision of the Clinical Director and/or designee. The student will meet with the Clinical Director and/or designee, as required, to discuss his or her scheduling, progress and experience. If needed, the clinical affiliation will be reviewed annually by representatives of BAO and the College/University.
- L. Medical Costs: BAO is not responsible for hospitalization or medical costs incurred by the student during the course of this Agreement. As stated in paragraph 9 (A)(3) below, the College/University shall provide workers' compensation coverage for faculty members for injury or disease arising out of their use of the Facility during the course of this Agreement.

- M. Employment Status: Students and faculty members are not considered employees, officers, or agents of the IHS, except for the limited purpose of permitted disclosure of patient records and other protected health information as needed to perform the assigned clinical duties under this Agreement.
- N. Recognition: Neither the College/University, its faculty, or students will receive recognition or award as a result of participation under this Agreement. In place of special recognition or an award, the participating student will have obtained required clinical experience. BAO will have received the benefit of sharing in current methodology and technology being utilized by the College/University.
- O. Emergency Medical Care. Any emergency medical care available at the Facility will be available to College/University students, and the students shall be individually responsible for the charges for such care. Any College/University student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment as a private patient, if such treatment is available at the Facility, or at other appropriate treatment center of the student's own choosing. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the student and not the responsibility of the College/University or the Facility.
- P. Infectious Diseases. For students exposed to an infectious disease at the Facility during the clinical education program, the Facility shall follow the same infectious disease policies and procedures as it does for its own employees and agents. Any student who contracts an infectious disease during the time that he or she is assigned to or is participating in the clinical education program at the Facility must report this fact to the College/University and the Facility. Before returning to the Facility, the student must present proof of recovery to the College/University and the Facility, if requested.
- Q. Communication. The College/University and the Facility will communicate regarding the planning, development, and evaluation of the clinical experience program. This communication may include, but is not be limited to: familiarizing Facility personnel with the clinical experience program's philosophy, goals, and curriculum; familiarizing the College/University faculty with the Facility's policies and program expectations; keeping each other informed of changes in philosophies, policies and new programs being contemplated; joint planning or sponsorship of potential in-services or continuing education programs; identifying mutual areas of need or concern; solutions to any problems arising in the clinical education program; and facilitating evaluation procedures that may be required for approval or accreditation purposes or which might improve patient care or the College/University's technology program curriculum.

9. Additional Provisions

A. Indemnification/insurance: 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 tort liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes section 3.732 and 3.736, et seq., and other applicable law. The College/University agrees not to seek indemnification from either the United States or the IHS for any settlement, verdict or judgment resulting from any claim or lawsuit against it, in general or arising out of the performance of its faculty members' or students' professional duties while training at the BAO.

(1) College/University and Student Insurance. The College/University represents that it maintains Commercial General Liability Insurance according to the applicable state's Tort Claims amounts. During the term of this Agreement, the College/University also specifically agrees to maintain Professional Liability insurance (malpractice) for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits of not less than \$2,000,000 for each claim and \$3,000,000 in the aggregate. The College/University shall upon request provide or arrange for the students to provide a certificate of insurance to BAO evidencing such coverage and shall notify BAO immediately if an adverse change in coverage occurs for any reason.

(2) Federal Tort Claims Act Insurance. BAO represents that its employees and contractors are entitled to coverage under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§1346(b), 2401(b), 2671-80. This Agreement does not entitle the College/University to the status of a federal government contractor or agent, and does not extend coverage under the FTCA to College faculty and students participating in the clinical education program.

(3) Workman's Compensation Insurance. Each party represents that it is self-insured for Worker's Compensation insurance purposes, and such insurance extends only to employees of the College/University and BAO, and not to students.

B. Financial Considerations: Students shall serve without compensation, and the Facility shall not be required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients under this Agreement. Likewise, students shall not receive reimbursements from BAO for expenses such as tuition, meals, lodging, travel, parking, books, or supplies. The College/University and Facility shall each bear its own costs associated with this Agreement, and no payment is required either by the College/University or the Facility to the other party.

- C. Confidentiality of Records: The content of patient medical records shall be held in confidence and in accordance with the Privacy Act of 1974, 5 U.S.C. § 552a; Privacy Act Regulations, 45 C.F.R. Part 5b; Drug Abuse Prevention, Treatment, and Rehabilitation Act, as amended, 42 U.S.C. § 290dd-2; Confidentiality of Alcohol and Drug Abuse Patients Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 C.F.R. Parts 160 and 164. Students may also be required to adhere to any applicable Minnesota state confidentiality laws.
- D. Training: BAO agrees to provide training on its HIPAA policies and procedures to those who will be working in the Facility. No protected healthcare information is anticipated to be exchanged between BAO and the College/University. It is understood that while receiving clinical training at the Facility pursuant to this Agreement, the faculty members and students of the College/University do not meet the definition of “business associate” under HIPAA. Therefore, no business associate agreement between BAO and the College/University is necessary.
- E. Publications: The publication or formal presentation of any materials by a person or an entity affiliated in any manner with the College/University, including its faculty members and/or the students contemplated herein, which materials relate in any manner to any training and/or clinical experiences obtained by virtue of this Agreement, is strictly prohibited except by prior written approval by the IHS. In the event approval is obtained, presentations or published materials shall clearly state that the opinions or assertions contained therein are those of the author and do not reflect any official or unofficial view or opinion of the IHS. Additionally, no such materials shall infringe upon, violate, or otherwise compromise patients’ rights to privacy under the Privacy Act, HIPAA or any applicable Federal or state statute or regulation.
- F. Data Privacy. In the event that either party receives a request to release data created, collected, received, stored, used, or maintained in accordance with this Agreement, the party receiving the data request shall immediately notify the other party. Such data will not be released by the Facility or the College/University unless mutually agreed by both parties in accordance with applicable law or unless required by law.
- The parties additionally acknowledge that the Family Educational Rights and Privacy Act (FERPA), 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.
- G. Effect of Agreement: This Agreement will not, nor is it intended to, displace employees or impair existing contracts for services.

- H. Disputes: The BAO Director shall make final decisions concerning any disputes resulting from this Agreement. The BAO Director will consult with the Minnesota State Chancellor or designee in attempting to resolve disputes. Notwithstanding the foregoing, both parties retain their rights to pursue disputes through the judicial process.
- I. Law: The parties agree that Federal law shall apply to any problem or dispute arising out of this Agreement. In the event of a conflict between this Agreement and applicable Federal law, the parties acknowledge that Federal law shall prevail and supersede the terms of such Agreement. Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will control. Notwithstanding the foregoing, this contract shall not be construed to deprive the State and College/University or BAO and Facilities of their sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this contract or afforded by state and federal law.
- J. Eligibility: Each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. § 1320a-7 and it, its employees and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- K. Entirety of Agreement: It is expressly agreed that this written Agreement represents the entire understanding between the parties and supersedes any prior agreements or understanding with respect to the subject matter herein. Any changes or modifications to this Agreement must be in writing and be signed by both parties.
- L. Third Parties: Nothing in this Agreement, expressed or implied, is intended to confer any rights, remedies, claims, or interests upon an individual or entity not a party hereto. Neither party shall have the right to assign or transfer its rights to any third party under this Agreement without the prior written consent of the non-transferring party.

M. Term and Termination: This Agreement may be terminated with or without cause at any time by either party upon thirty (30) days written notice to the other party. Provided, in the event of termination by Facility without cause, any students then participating in the clinical experience shall be permitted to complete the then current academic term. In the event of termination, consideration shall be paid to minimizing disruption to clinical schedules. This Agreement will be effective upon the latest signatory date below and will be in effect for one year from that date unless modified in accordance herewith. Thereafter, this Agreement shall automatically renew for two (2) additional one (1) year terms unless either party provides written notice to the other party at least thirty (30) days in advance of the end of the term. This Agreement shall not extend beyond five (5) years from the effective date, including any renewals.

N. Contact information: The designated contact point for each party under this Agreement shall be:

For the Bemidji Area Indian Health Service:

Thanigasalam Arumuganathan, MD
Clinical Director
White Earth Health Center
40520 County Highway 34
Ogema, MN 56569
Telephone: (218) 983-4300
Email: Thanigasalam.Arumuganathan@ihs.gov

Paul Ditmanson, MD
Clinical Director
Red Lake I.H.S. Hospital
24760 Hospital Drive
PO Box 497
Red Lake, MN 56671
Telephone: (218) 679-3912
Email: Paul.Ditmanson@ihs.gov

Antonio Guimaraes, MD
Clinical Director
Cass Lake I.H.S. Hospital
425 7th Street
Cass Lake, MN 56633
Telephone: (218) 335-3200
Email: antonio.guimaraes@ihs.gov

For the College/University:

Name:
Title:
College/University:
Address:
Telephone:
Email:

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF: The parties hereto have duly executed this Agreement in accordance with the terms and provisions contained herein. The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign.

For the Minnesota State Colleges and Universities

[Insert Name of College/University]:

By: _____

Authorized Individual

Printed Name: _____

Title: _____

Date: _____

By: _____

Authorized Individual

Printed Name: _____

Title: _____

Date: _____

For the Bemidji Area Indian Health Service:

By: _____

Authorized Individual

Printed Name: _____

Title: _____

Date: _____