

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the **Minnesota Departments of Veterans Affairs – [Add Home Location] Veterans Home** (“Facility” or “MDVA”), located at **[insert complete address]** and **Board of Trustees of the Minnesota State Colleges and Universities on behalf of [Add College/University Name]** located at **[insert complete address]** (“College/University”).

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** **[INSERT DATE]**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** **[INSERT DATE, no more than five years beyond original execution date]**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

**2.1 College/University Responsibilities**

- 2.1.1 The College/University, which is accredited by the Higher Learning Commission, is responsible for offering one or more of the following programs: a Practical Nursing Program; a Nursing Assistant Program; an Associate Degree Program in Nursing; a Baccalaureate Program in Nursing; a Baccalaureate Program for Registered Nurses; and/or a Nurse Refresher Program. Each program shall be either: 1) approved by the Minnesota Board of Nursing; and/or 2) approved by the Minnesota Department of Health.
- 2.1.2 The College/University will select students with appropriate education and training for participation in Facility's training program. The College/University will supervise its students during the clinical experience program at the Facility, unless otherwise agreed to in writing by the parties. The College/University will provide its nursing faculty to effectively implement the clinical experience program at the Facility. The College/University will provide at least one nursing faculty member for approximately every ten (10) students while the students are in the clinical experience program at the Facility. The College/University faculty so assigned will hold current registered nurse licensure valid in the State of Minnesota.
- 2.1.3 College/University will plan for all student learning experiences, including directing and evaluating. The College/University faculty and assigned students will attend the Facility's orientation for clinical experience instructors, as deemed necessary by the College/University and the Facility.
- 2.1.4 The College/University will 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.
- 2.1.5 The College/University will provide the Facility with a list of the students who are participating in the clinical experience program, the unit(s) within the Facility where they are assigned, and the dates of each student's participation in the program. The Facility

will be provided with personal data on each student, including the student's background and level of training.

- 2.1.6 The College/University will notify the Facility if there is a change to the designated faculty member/fieldwork coordinator.
- 2.1.7 The College/University will advise students of their responsibilities regarding participation in the clinical/fieldwork education process, and assure that students have earned a satisfactory record and have met the minimum requirements established by the College/University's program.
- 2.1.8 The College/University will require students to abide by all rules and procedures governing Facility.
- 2.1.9 The College/University agrees and represents that it will require all students and faculty assigned to the program 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 the Facility if his/her background study documents ineligibility to have direct contact with Facility's patients or residents under applicable law or regulations. College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.
- 2.1.10 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 the Facility.
- 2.1.11 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.

## **2.2 Facility Responsibilities**

- 2.2.1 The Facility 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 the Facility. In order to effectively fulfill that duty, it is agreed that Facility has ultimate control over all persons involved in the program and may immediately terminate the participation in the program of any of the students or faculty enrolled in the program where an emergency exists involving health and safety; as well as other (non-emergency) instances, Facility shall consult with the College/University before taking any action to terminate the participation of a student or faculty member. It is understood that individual resident care is not controlled, supervised, or paid for by the College/University, and the College/University does not derive direct revenue from Facility's residents or third parties for services at the Facility.
- 2.2.2 The Facility will provide the College/University with a copy of its policies and regulations which relate to the clinical experience program.

- 2.2.3 The Facility 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.
- 2.2.4 The Facility will allow a reasonable amount of Facility 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.
- 2.2.5 When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the clinical experience program.
- 2.2.6 The Facility 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 Facility 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 Facility. The Facility will permit College/University faculty to use Facility parking spaces under the same policies governing Facility personnel.
- 2.2.7 Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care.
- 2.2.8 Both parties recognize that it is the policy of the other party to prohibit discrimination and ensure that all persons shall have equal opportunities to educational programs, activities, facilities, and all aspects of employment 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. Each party agrees to adhere to this policy in implementing this Agreement.
- 2.2.9 Americans with Disabilities Act (ADA) Compliance. The Facility agrees that in fulfilling the duties of this Agreement, the Facility 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.

### **2.3 Mutual Responsibilities**

- 2.3.1 HIPAA. Solely for the purposes of defining the students' and faculty roles in relation to the use and disclosure of the Facility's protected health information, the College/University and faculty engaged in activities pursuant to this Agreement are members of the Facility 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 Facility.

The College/University shall cooperate with 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 Facility, the College/University shall instruct its students and faculty to comply with Facility's policies and procedures governing the use and disclosure of individually identifiable health information.

- 2.3.2 The Facility shall follow, for College/University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures which the Facility follows for its employees.
- 2.3.3 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 Facility. Before returning to the Facility, such a College/University faculty member or student must submit proof of recovery to the College/University or Facility, if requested.
- 2.3.4 The determination of the number of students to be assigned to the Facility shall be a joint decision based on staff and space available to the Facility and eligible students enrolled in the program.
- 2.3.5 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.

- 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.

The Facility is subject to the terms and conditions of Minn. Stat. 3.736, subd. 4, with total liability of the Facility and its employees acting within the scope of employment not to exceed \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage for any tort claim.

- b. Professional Liability. The College/University will maintain Professional Liability 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 \$1,500,000 each claim and \$3,000,000 aggregate.

The Facility is subject to the terms and conditions of Minn. Stat. 3.736, subd. 4, with total liability of the Facility and its employees acting within the scope of employment not to exceed \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage for any tort claim.

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. 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 and Facility are self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the College/University and Facility, not to students.

### **3 Consideration and Payment**

The College/University and the Facility shall each bear their own costs associated with this Agreement. The Facility is not required to reimburse the College/University faculty or students for any services rendered to the Facility or its patients pursuant to this Agreement. The total obligation for under this agreement will not exceed **\$0.00**.

### **4 Data Privacy**

4.1 The College/University and the Facility agree to comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, as it applies to all data provided under this Agreement. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. If either party receives a request to release the data under this clause, the authorized representative must immediately notify and consult with the other party's authorized representative as to how to respond to the request. The response to the request shall comply with applicable law.

4.2 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.

### **5 Authorized Representative**

Facility's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor.

College/University's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER] or his/her successor.

### **6 Amendments and Assignments**

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Neither the College/University nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

### **7 Liability**

Each party will be responsible for its own acts and behavior and the results thereof. Both parties liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

### **8 Termination**

Either party may terminate this agreement at any time, with or without cause, upon 60 days' 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.

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

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**2. Minnesota State Colleges and Universities**

**[insert College/University Name]**

By: \_\_\_\_\_  
(Authorized signature and printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

2By: \_\_\_\_\_  
( Authorized signature and printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_  
( Authorized signature and printed name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**4. MDVA – [Add Facility Name] Veterans Home**

By: \_\_\_\_\_  
(With delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_