

LEARNING EXPERIENCE AGREEMENT

This LEARNING EXPERIENCE AGREEMENT ("Agreement") is entered into effective as of May 5, 2025 ("Effective Date"), by and between Essentia Health, a Minnesota nonprofit corporation ("Essentia Health"), and ISD 709 Duluth Public Schools ("Institution").

RECITALS

WHEREAS, Essentia is an integrated healthcare system which provides healthcare services at its facilities throughout the regions it services, and which recruits and trains a wide range of healthcare professionals.

WHEREAS, Institution desires to secure clinical or other applicable practice experience for Institution's healthcare students (hereafter referred to as "Student" or "Students") by permitting the use of Essentia Health's facilities and resources.

WHEREAS, Essentia Health is willing to provide such clinical or other applicable practice experience for Students at one or more of Essentia Health's facilities.

WHEREAS, this Agreement does not contemplate the payment of a fee or remuneration by either party to the other but is intended to jointly benefit both parties by improving education through professional preparation of Students.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, it is agreed:

Section 1. Responsibilities of Essentia Health.

- A. *Access to Essentia Health Facilities.* Essentia Health agrees to furnish clinical or such other resources as may be appropriate to Students and/or Faculty (defined below) for the purpose of providing training to Students in order to supplement their classroom learning and enhance their development as healthcare professionals and/or technicians.
- B. *Use of Medical Library.* Essentia Health agrees to permit Students to use its medical library according to Essentia Health's standard policies, which may be amended from time to time.
- C. *Emergency Medical Care.* Essentia Health agrees to provide emergency medical care or arrange transportation to receive emergency care for Students who suffer an illness or injury requiring emergency care while on the premises of Essentia Health. Institution shall allow Essentia Health to direct the course of such care for any Faculty or Students in its sole discretion. The cost for medical care will be charged to the Student or Faculty and will be the Student or Faculty's responsibility, unless such medical treatment is necessitated by some act or omission of Essentia Health, its agents or employees, which act or omission occurs within the scope of their agency or employment.

Section 2. Responsibilities of Institution.

- A. *Preparation for and Administration of Participation in Program.*
 - i. Institution agrees to appoint a Program coordinator for Institution to act as a liaison with Essentia Health and to coordinate, prior to each academic term, clinical or other area of study, dates, times, and number of Students, which are mutually agreeable to Essentia Health

- ii. Institution agrees to submit a written request for Program clinical rotation sites (as applicable), dates, and times to Essentia Health for approval. The written request for the Program shall be provided by Institution to Essentia Health within such time as reasonably requested by Essentia Health.
- iii. Institution agrees to provide to Essentia Health, five (5) weeks prior to Student placement the following: (a) names and number of students who will be assigned to the Program during a given period of time; (b) dates and hours students will be present in the Essentia Health facility; and (c) Faculty names and number for assigned Program.
- iv. Institution agrees to ensure that all professionally credentialed Students must possess current licensure, registration, or certification. Validation of current professional licensure will be provided to the Essentia Health representative for either Minnesota, Wisconsin, or North Dakota as appropriate, prior to participation in Program at Essentia Health.
- v. Institution shall obtain and maintain all required licenses, accreditations and approvals of its educational programs as are required by law, professional or technical boards or authority and shall be solely responsible to ensure that its educational programs and activities under this Agreement comply with all applicable U.S. and other state laws, as appropriate. Upon request by Essentia Health, Institution shall provide Essentia Health with evidence of licensure, accreditation and/or approval of applicable educational programs.
- vi. If this Agreement involves the placement of nursing students with an Essentia Health facility located in Minnesota, the Institution shall ensure that its educational programs and activities under this Agreement comply with the supervising instructor requirements for nursing students as set forth in Minn. Rule Part 6305.0300. If this Agreement is with an Institution located in a state other than North Dakota and involves the placement of nursing students with an Essentia Health facility which is located in North Dakota, then the Institution must follow the North Dakota Board of Nursing Guidelines for Out of State Nursing Education Programs Seeking Student Nurse Placement in North Dakota.
- vii. Institution agrees to ensure that all Students, prior to their first day of participation in the Program at Essentia Health, have reviewed and returned to Essentia Health a signed copy of the then-current Student/ Faculty/ Resident/ Fellow Orientation Guide which may be amended from time to time.
- viii. As may be applicable depending on Program class size and Program Objectives, Institution shall provide a faculty member(s) ("Faculty") who is appropriately qualified and competent in the Program discipline.
- ix. Institution agrees to provide the level of supervision of Students as solely determined by Essentia Health. Institution agrees to remove any Student or Faculty whose conduct is determined by Essentia Health, in its sole discretion, to be determinantal to Essentia Health or its patients, visitors, employees, or agents.
- x. Institution shall provide Essentia Health with written objectives for the Program ("Program Objectives") and shall cooperate with Essentia Health in working towards such objectives.
- xi. Institution shall be responsible for planning, directing and evaluating the Students' learning experience in accordance with Program Objectives. Essentia Health shall not be responsible for any grades or academic assessment of a Student, and the parties agree that such responsibility

shall rest solely upon Institution. Upon request, Essentia Health may furnish to Institution an evaluation of a Student's performance in the Program.

xii. Institution shall ensure that Students and Faculty participating in the Program are covered by general and professional liability insurance in such amounts as further set forth in Section 5 below.

xiii. Institution shall ensure that all Students participating in the Program are appropriately trained and qualified for their educational level.

Section 3. Adherence to Essentia Health Policies. Essentia Health agrees to provide Institution, Students, and Faculty with access to copies of Essentia Health's policies and procedures for the facilities included in the Program. Institution agrees to advise all Students and Faculty of their obligation to comply with Essentia Health's policies while within Essentia Health, as well as the need to maintain the privacy and confidentiality of information concerning patients and treatment delivered to patients. Essentia Health will inform Institution of any changes in policies or staffing which may affect Students' participation in Program.

- A. *Background Checks.* The Institution shall perform background studies on Faculty and Students which may include criminal background studies and state-specific required background studies. The Essentia Health affiliate where the Student or Faculty will be placed shall notify the Institution of its background study requirements prior to the placement of any Student or Faculty with that affiliated entity. Institution shall provide a copy to Essentia of any background study that showed any results or "hits."
- B. *Immunizations.* Institution agrees to ensure all Students and Faculty have received the required immunizations and have an acceptable health status as solely determined by Essentia Health.
- C. *Parental Consent.* Institution agrees to ensure that all minor Students obtain parental/guardian consent required for participation in the Program, as well as for any medical examinations, immunizations, and screens conducted pursuant to this Agreement.

Section 4. Understanding of the Parties.

- A. *Term of the Agreement.* The initial term of this Agreement shall be for one (1) year commencing on the Effective Date ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional, successive one-year terms (each, a "Renewal Term"), unless one party notifies the other party of an intent not to renew at least sixty days prior to the expiration of the then-current Term. (The "Initial Term" and all "Renewal Terms" are collectively referred to herein as the "Term.")
- B. *Termination of the Agreement.*
 - i. Termination without Cause. Either party may terminate this Agreement without cause upon not less than sixty (60) days written notice to the other party. The parties may mutually agree to terminate the Agreement in writing at any time.
 - ii. Termination for Cause. Either party shall have the right to terminate this Agreement upon written notice of such termination to the other party in the event that: (1) either party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within thirty (30) days of receipt of notice from the non-breaching party; (2) the business of either party is terminated or suspended; (3) a petition for bankruptcy is filed by or against either party;

(4) a receiver is appointed on account of either party's insolvency; or (5) if any assignment is made of either party's business for the benefit of its creditors. In addition, Essentia Health shall have the right to terminate this Agreement without notice in its sole discretion to preserve the quality of patient services and/or to protect the health, safety, or welfare of patients, employees, or other persons. Additionally, this Agreement will terminate automatically upon the occurrence of the conditions described Section 14 of this Agreement.

- iii. Termination of Student from Program. Essentia Health has the right to terminate a Student's participation in Program and use of its facilities, equipment, or supplies where flagrant or repeated violations of Essentia Health's rules, regulations, policies or procedures occur. Such action will not normally be taken until the issues involving the Student have been discussed with the appropriate representative of Institution. However, Essentia Health reserves the right to take immediate action, where necessary or desirable, to preserve the quality of patient services, to protect the health, safety, or welfare of patients, employees, or other persons, and/or to maintain operation of its facilities free from interruption. Institution will not reassign any previously terminated Student to Essentia Health without prior approval of Essentia Health.
- iv. No Guarantee of Placement. Although Essentia Health will make every effort to accommodate and place Institution's Students in the Program as requested by Institution, there may be circumstances that prevent the requested placement. Essentia Health will notify Institution as soon as possible if such circumstances arise.

Section 5. Insurance and Indemnification.

A. Insurance.

- i. Worker's compensation coverage will not be provided by Essentia Health to Students or Faculty.
- ii. Each party shall maintain usual and customary insurance applicable to its obligations under this Agreement, including minimum coverage amounts of: \$1,000,000 per occurrence and \$3,000,000 annual aggregate for each of commercial general and professional liability; \$1,000,000 per occurrence for automobile liability; and applicable statutory limits for workers' compensation. These coverage limits are not intended to limit either party's liability. If either party's insurance policies are "claims-made" policies, that party shall purchase "tail" coverage upon the termination of such policy. Such "tail" coverage shall provide for an indefinite reporting period.

- B. Indemnification. The Institution shall indemnify, hold harmless and defend Essentia Health, its parents, subsidiaries, affiliates, directors, officers, employees, and agents from and against all losses, claims, suits, damages, actions, causes of action, proceedings, demands, assessments, settlements, judgments, costs, expenses or any other liability of any kind or nature (including attorneys' fees) imposed on or asserted against Essentia Health as a result of or arising out of the acts or omissions of the Institution, its agents, faculty or students while engaged in the activities contemplated under this Agreement.

Section 6. Patient Care. Essentia Health has the right to have and retain the responsibility for supervision of patient care through the established Essentia Health chain of command to ensure that the services provided pursuant to this Agreement will not interfere with the primary mission of patient care and treatment of the patient including the application of all pertinent federal, state, and local facility regulations regarding patient care and treatment. The Students will be allowed to observe and participate in patient care only with the supervision and discretion of Essentia Health staff.

Section 7. Accidental Exposure to Patient Blood or Bodily Fluids. The parties mutually concur with the Center for Disease Control Statement that there is a risk for accidental exposure to blood or bodily fluids for Students in health profession education programs and, therefore, mechanisms for risk assessment and initiation of prompt treatment situations of high-risk exposures are necessary. If an accidental exposure to blood or bodily fluids occurs to a Student or Faculty member while involved in a Program at Essentia Health, the Student or Faculty member will be treated as a Essentia Health employee under Essentia Health's exposure incident policy as provided in and limited by the next paragraph of this subsection.

Essentia Health is responsible for (a) assessing potential risk; (b) if necessary, securing informed consent and a blood sample from the source patient for testing; and (c) cost and performance of blood testing. The Student or Faculty member is responsible for obtaining and paying for follow-up care, including emergency treatment of high-risk exposures, and is liable for the expense. A report of any occurrence of an accidental exposure involving Students or Faculty shall be forwarded to Institution; such report shall not include information regarding blood test results, follow-up care, or the Student or Faculty member's medical status, absent written consent of the Student or Faculty member.

Section 8. Compliance with Essentia Health Code of Integrity. In connection with the services to be rendered under the Agreement, the parties shall comply with the Essentia Health *Values* as set forth in the *Essentia Health Code of Integrity*, which is currently available at <https://www.essentiahealth.org/vendors/>.

Section 9. Legal Compliance. Each party shall comply with all applicable laws, rules, and regulations in connection with their respective obligations hereunder.

Section 10. Nondiscrimination. Neither Party shall discriminate in the provision of services to patients based on race, color, national origin, ancestry, religion, gender, marital status, disability, sexual orientation, age, or any other legally prohibited basis, except as may be medically indicated.

Section 11. Confidentiality. The parties shall maintain the confidentiality of patient medical records and treatment in accordance with state and federal laws. Institution acknowledges that information regarding Essentia Health's business operations, including, but not limited to, procedures, policies, programs, billing codes and systems, reimbursement schedules, contracts, business plans and such other business records is proprietary and confidential, and agrees to hold such information in strict confidence and not to disclose or make available such information to any third party, except as required by law. This provision shall survive termination of this Agreement.

Section 12. Health Insurance Portability and Accountability Act of 1996. Both parties agree that Students and Faculty shall be governed as members of Essentia Health's workforce for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended. Students and Faculty shall access, use, and disclose protected health information of Essentia Health only as permitted under Essentia Health's HIPAA policies and shall be subject to sanctions, including exclusion from Essentia Health's facilities, upon violation.

Section 13. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and received when (a) personally delivered to the party, (b) delivered by courier, (c) delivered by facsimile, or (d) deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth below, or at such other address as such party shall have specified by notice given in accordance with the provisions of this section:

If to Essentia Health:

If to Institution:

Essentia Institute of Rural Health
Attn: Director, Medical and Health
Sciences Education
502 E. 2nd Street
Mail Stop 6AV-2
Duluth, MN 55805

ISD 709 Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

***With a copy by regular United
States mail, postage prepaid, to:***

***With a copy by regular United
States mail, postage prepaid, to:***

Essentia Health
General Counsel
502 E. 2nd Street
Duluth, MN 55805

Section 14. No Exclusion / Debarment. Each party hereby represents and warrants to the other that neither it nor any employee, contractor, or agent now or hereafter engaged by such party to provide services under the Agreement (collectively, a “Representative”) is, and at no time has been, excluded from participation in any federally-funded health care program, including the Medicare and Medicaid programs. Each party hereby agrees to immediately notify the other of any threatened, proposed, or actual exclusion of such party or any Representative from any federally-funded health care program, including the Medicare and Medicaid programs. In the event that a party or any Representative is excluded from participation in any federally-funded health care program during the Term of this Agreement, or if at any time after the Effective Date it is determined that a party or a Representative is in breach of this Section, the Agreement shall automatically terminate as of the date of such exclusion or breach; provided, however, that if the breaching party immediately removes a Representative who is so excluded or has otherwise breached the provisions of this Section from the performance of services under the Agreement, the Agreement shall not automatically terminate. Each party shall indemnify (the “Indemnifying Party”) and hold harmless the other party against all actions, claims, demands and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys’ fees, arising directly or indirectly, out of any violation of this Section by the Indemnifying Party. The provisions of this Section shall survive the expiration or termination of the Agreement for any reason.

Section 15. Jeopardy. If Essentia Health reasonably determines that the continued performance of this Agreement jeopardizes its or an affiliated entity’s (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax-exempt or bond-financing status, Essentia Health shall notify Institution so the parties may resolve the issues. If no resolution is reached within fifteen (15) days, Essentia Health may terminate the Agreement immediately and without penalty.

Section 16. Independent Relationship. None of the provisions of this Agreement are intended to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties, nor any of their respective officers, directors, employees or agents, shall have the authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein. Neither party, nor any of their employees or agents, shall have any claim under this Agreement or otherwise against the other party for Social Security benefits, workers’ compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind. Institution agrees to comply with and assist Essentia Health in observing federal and state accreditation standards.

Section 17. Access to Records. If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, Institution shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Institution under this Agreement. If Institution carries out any of its duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.

Section 18. Governing Law. This Agreement shall be subject to, construed under, and governed by the laws of the State of Minnesota without regard to the choice of law principles thereof.

Section 19. No Assignment. Neither this Agreement nor any rights or duties under this Agreement may be assigned by either party, except upon written agreement signed by both parties.

Section 20. Severability. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or state legislature, or by any regulation duly promulgated by officers of the United States or State of Minnesota acting in accordance with law, or is held by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Section 21. Waiver. Waiver of a breach of or default under any term or provision of this Agreement by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other breach of or default under the same or a different provision of this Agreement.

Section 22. Entire Agreement. This Agreement and any Exhibits referenced herein constitute the entire written agreement of the parties regarding the subject matter of this Agreement and supersedes any prior agreements of the parties and any prior agreements between Institution and Essentia Health, whether written or oral, regarding the subject matter of this Agreement.

Section 23. Authority. By executing this Agreement, the undersigned individuals represent that they are duly authorized to make and enter into this Agreement and that this Agreement constitutes the valid and binding obligations of the parties and is enforceable in accordance with its terms.

Section 24. Successors. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ESSENTIA HEALTH

By: _____

Name: _____

Title: _____

Date: _____

INSTITUTION

By: 

Name: Simone Zurich

Title: Exec. Dir. Finance, Business Serv.

Date: 5-20-25