



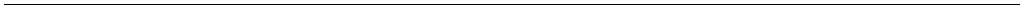
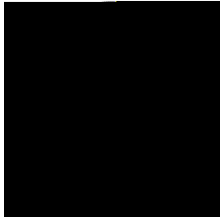
Special Committee on Academic Health

September 2023

September 7, 2023

8:00 a.m.

West Committee Room, McNamara Alumni Center



Health Sciences Overview

Jakub Tolar, MD, PhD
Vice President for Clinical Affairs

Board of Regents
Sept. 7, 2023

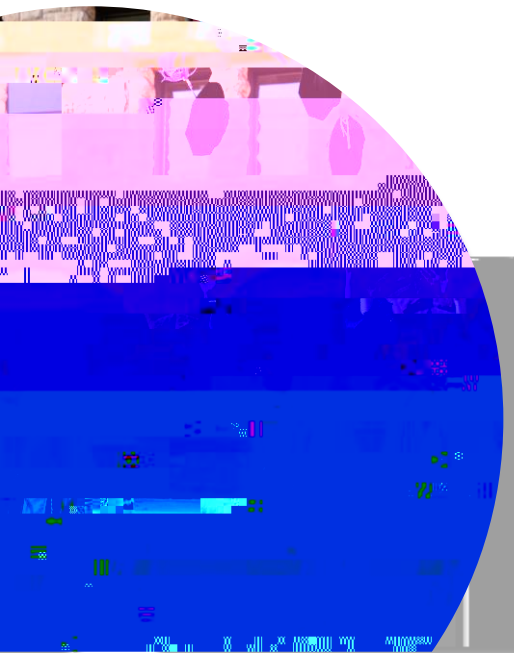


Delivering On Our Promise to Minnesota

Minnesotans benefit from UMN's breadth and depth of expertise across our health sciences schools and programs.

Together, we:

discover new and better treatments and cures
deliver a robust educational experience for
future health care professionals
provide state-of-the-art patient care



PATIENT CARE

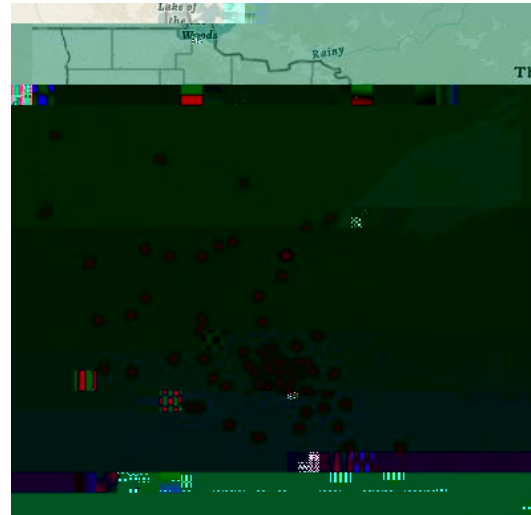
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Vision:

1st School of Nursing in the US founded in a university -

School of Nursing

M Engage | m-engage.umn.edu



**2nd largest
UMN unit
for outreach
in state**

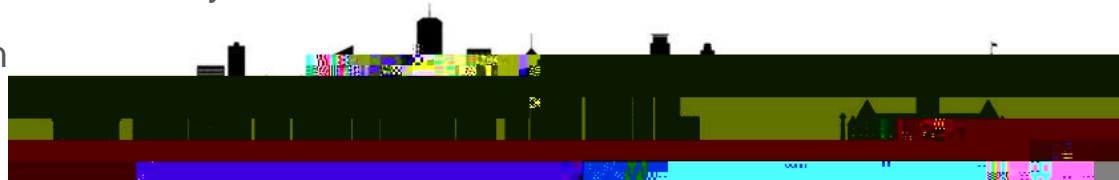
School of Nursing

Academic Health Impact Academic-Practice Partnerships - 3 legs of Mission (Collaboratories)

- **2015** - First School of Nursing Collaboratory M Health Fairview
2017 Academic-Practice Partnership Award from AACN - AOLN

Current Collaboratories:

MHealth/Fairview
Children's Minnesota
Essentia Health
Faith Community Nurse Network
Minneapolis Veterans Affairs Health Care System
PrairieCare
Minnesota Hospital Association
Mayo Clinic
Allina Health



Diversity of College of Pharmacy Partnerships

Working together to:

- Improve access to and quality of care

- Address health disparities

- Address workforce needs by educating the next generation of practitioners

- Engage in research that spans patient access and experience, to improve systems of care, understand workforce trends and advance public health

Examples of partnerships:

- Pharmacy faculty provide clinical services at seven different clinics, health systems and practice sites across state

- Federally Qualified Health Center Urban Health Network (FUHN)

- Wilderness Health

- Center for Alcohol and Drug Treatment

- >350 clinical sites (health systems, clinics and community pharmacies)

The School of Public Health (SPH) is a critical component of the academic environment through:

**Training
healthcare
leaders**

**Engaging
communities &
policymakers**

College of Veterinary Medicine

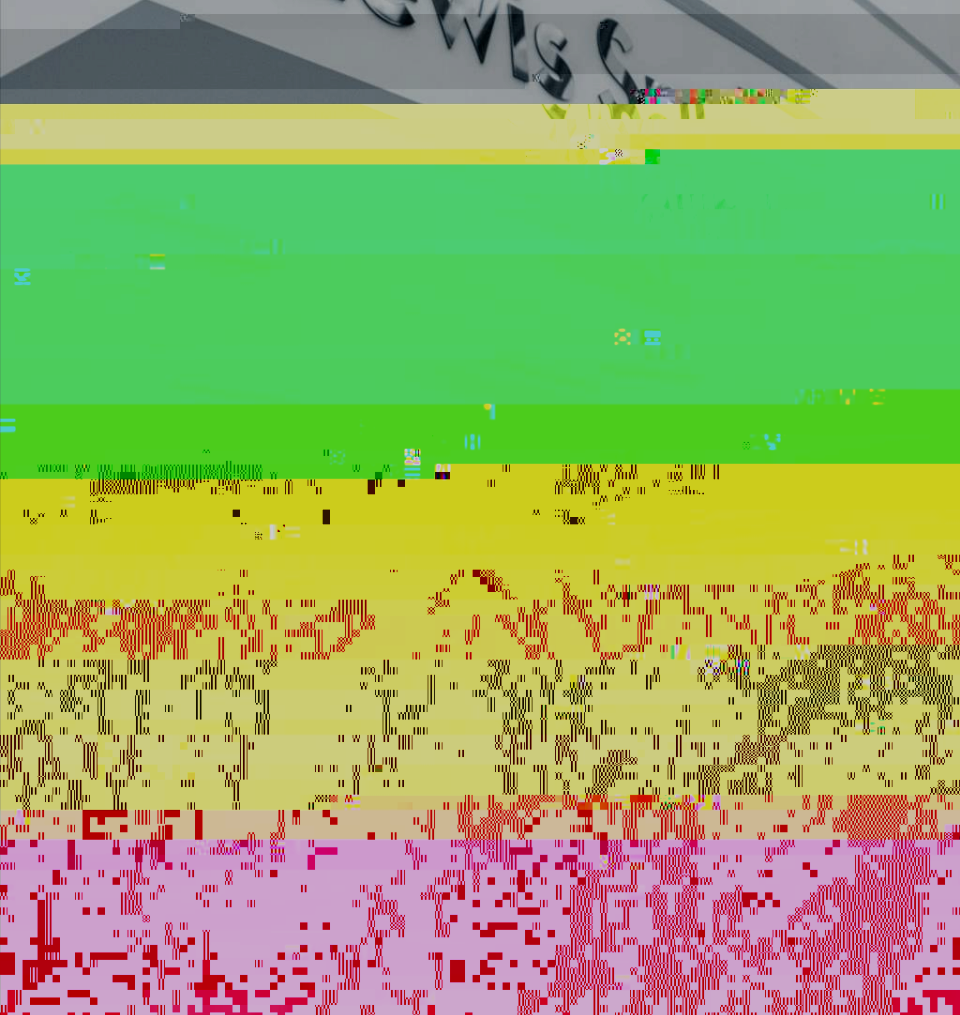
Operates 3 hospitals

34,000 patient visits last year

One of the largest academic veterinary medicine programs in the country

College is ranked #3 in the U.S. for research, #7 for overall program

Graduating ~100 DVMs annually,
Expanding to 120 in 2025.



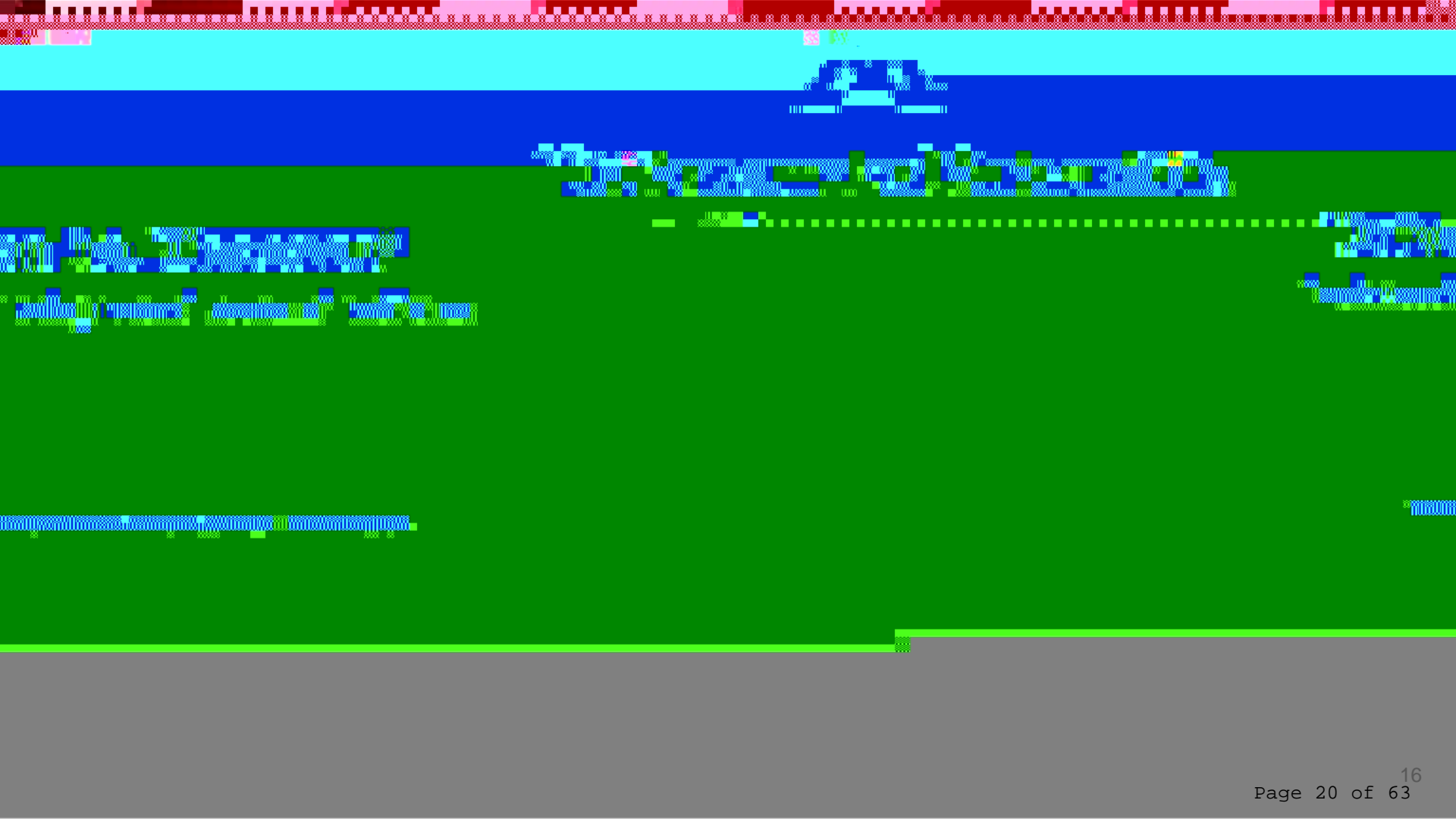
Pet ownership provides health benefits

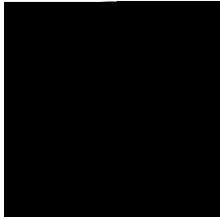
Blood pressure, cholesterol, anxiety, PTSD

Comparative medicine is vital to a One Health approach to medicine

Oncology, Cardiology, Prion diseases

University of Minnesota has a unique opportunity to lead





Update on Governor's Task Force to Ensure Nation-Leading Health Professions Education

Jakub Tolar, Dean of the Medical School and Vice President for Clinical Affairs

The purpose of this item is to provide information regarding the activities of the Governor's Task Force to Ensure Nation-Leading Health Professions Education. The information is being provided for your information and is not intended to be used for any other purpose. The information is being provided for your information and is not intended to be used for any other purpose.



Executive Order 23-09

Creating a Task Force to Ensure Nation-Leading Health Professions Education

I, Tim Walz, Governor of the State of Minnesota, by the authority vested in me by the Constitution and applicable statutes, issue the following Executive Order:

Minnesota is a national leader in delivering quality health care; providing patient-centered, community-based primary care; and ensuring health care access, equity, and affordability. Maintaining these high standards depends on Minnesota’s ability to train the next generation of health care professionals.

The University of Minnesota’s Health Sciences Programs (“Health Sciences Programs”) provide essential education and clinical training for the majority of the health professionals who serve Minnesotans. The Health Sciences Programs consist of the six schools of graduate education in medicine, nursing, public health, dentistry, pharmacy, and veterinary medicine. Upon completion of that education and training, these health professionals practice in health care settings across Minnesota, serving individuals with a wide variety of health care needs.

The ability of the Health Sciences Programs and, in particular, the University of Minnesota Medical School, to advance the goals of the State related to primary care, rural care, and health equity requires a financially sustainable model for support and clinical partnerships. Recent trends in the health care market have driven a need to reexamine the funding and governance structures for the delivery of academic health by the University of Minnesota.

For these reasons, I order as follows:

1. The Governor’s Task Force on Academic Health at the University of Minnesota (“Task Force”) is established.
2. The Task Force will develop recommendations to support world-class academic health professions education, research, and care delivery by the

- a. Review examples from other states to identify options for potential public funding of academic health and for partnerships (financial and clinical) with non-

- iv. Two members with expertise in hospital or health system finances, state/federal health care reimbursement issues, health care spending, or health economics
- v. Two members with expertise in health disparities or health equity, particularly as they relate to health professions education and access to health care

5. The Minnesota Department of Health

Signed on August 10, 2023.



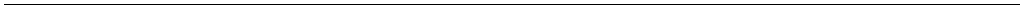
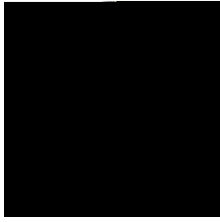
Tim Walz
Governor

Filed According to Law:



Steve Simon
Secretary of State

Filed on August 10, 2023
Office of the Minnesota
Secretary of State,
Steve Simon



MASTER RURAL HEALTH ACADEMIC AFFILIATION AGREEMENT

made and

CentraCare

The University and

RECITALS

A. The University of Minnesota Medical School, being one of the largest medical schools in the country and a leader in medical education and research, currently has two campuses, one based in the Twin Cities and one based in Duluth, Minnesota. As the land grant institution in the state of Minnesota, the University is committed to serving the needs and interests of rural Minnesota, and by this Agreement desires to add an additional medical school campus and otherwise enhance the availability of its health-related education and research missions in rural Minnesota.

B. CentraCare Health System is a full spectrum health care system with roots going back to 1886 when St. Cloud Hospital was built to serve the health care needs of people living in Central Minnesota. In 1995, CentraCare was formed, which today includes nine hospitals in St. Cloud, Benson, Long Prairie, Melrose, Monticello, Paynesville, Redwood Falls, Sauk Centre and Willmar and more than 30 clinics.

C. The Parties desire to bring together their strengths and capabilities to expand medical education, and improve access to clinical and medical research and high-quality healthcare in rural Minnesota, with a specific focus on St Cloud and other parts of the west and southwest central Minnesota area, by jointly developing, overseeing, and operating a comprehensive rural health program that seamlessly combines the core capabilities of CentraCare and UMMS to advance rural healthcare focused academic, research, and clinical activities Affiliation .

D. Th Affiliation, generally. The Parties expect that their relationship around a rural health collaboration will evolve and grow over time, and the particulars of each arrangement for the relationship will be set forth on one or more agreements which may reference this Agreement Related Agreement , with each particular Related Agreement being entered into consistent with applicable policies and procedures of each Party.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE 1
UMMS ST. CLOUD CAMPUS; COMMITMENT OF SUPPORT

- 1.1 **University Program Expansion.** The University, through UMMS, in collaboration with CentraCare, and in reliance on the commitments being made by CentraCare in this Agreement and in Related Agreements, is committed to:
- 1.1.1 Establishing a regional medical school campus in St. Cloud, Minnesota (the _____);
 - 1.1.2 Upon agreement with CentraCare, expanding the number of graduate medical education residency and fellowship programs sponsored by the University and connected to CentraCare hospitals (current and future medical residencies and fellowships _____ Based Residencies and Fellowships _____), as well as other health-sciences school training opportunities; and
 - 1.1.3 Advancing medical research with the purpose of bettering the health of rural residents, through a jointly-directed Rural Health Research Institute or otherwise, and e

relating to the Affiliation and making recommendations regarding those matters to the CentraCare CEO and UMMS Dean. To facilitate this consensus approach, a matter being reviewed by the Oversight Committee will be considered to be supported by the Oversight Committee if at least a supermajority (majority + 1) of a quorum votes in favor of the matter. Seven (7) members of the Oversight Committee present at a meeting (which may be in person or held by Zoom or other virtual meeting platform) make a quorum. In the event the Oversight Committee is unable to reach a consensus on a matter, such matter will be escalated to the CentraCare CEO and the UMMS Dean for their mutual consideration and possible resolution.

- a. Collaborating with UMMS educational leadership to ensure educational accreditation requirements. Notwithstanding anything to the contrary herein and consistent with all accreditation and regulatory requirements, UMMS retains full control over the educational programs for the UMMS St. Cloud Campus.
- b. Recommending members to serve on the UMMS Admissions Committee.
- c. In consultation with the UMMS Vice Dean for Education, recommending strategic growth plans for the UMMS St. Cloud Campus in alignment with community needs.
- d. Promoting team-based education for non-physicians, such as nursing, medical technicians, and other care providers.

2.4.3 Teaching: Residency and Fellowship program.

- a. Recommending residency and fellowship programs and their sizes as related to the Affiliation, and funding models.
- b.
- c. Identifying and creating collaborations with UMMS-managed residency and fellowship programs.

2.4.4 Rese

and any other subcommittee that the Operating Committee determines would be helpful for the Affiliation.

- 2.6 **Reserved Powers.** By way of example only, and not as an exhaustive list, the following powers are reserved to CentraCare (or CentraCare affiliates) and the University, individually. In exercising its powers, a Party will consider the recommendations of the Operating Committee, but is not bound by such recommendation:
- 2.5.1 Approval of its operating and capital budgets, including for Affiliation activities.
 - 2.5.2
 - 2.5.3 Dissolution of the Affiliation.
 - 2.5.4 Approval of contracts to be entered into by CentraCare or UMMS, respectively, related to Affiliation activities.
 - 2.5.6 Approval of any matters required by accreditors or other third parties.
- 2.7 **Transparency.** Each Party commits to transparency and to providing the Oversight Committee and the other Party the requisite data and information, as may be reasonably requested, that is required to make informed decisions regarding the Affiliation. Such information includes, but is not limited to, appropriate financial, operational, clinical, and other data and information. The Parties agree to enter into appropriate non-disclosure agreements prior to exchanging such information; provided that such agreements must provide that obligations of non-disclosure do not apply when a disclosure is required by law.

ARTICLE 3 UNDERGRADUATE MEDICAL EDUCATION

- 3.1 **UMMS Campus; Accreditation.** The UMMS St. Cloud Campus will be a campus of UMMS and part of the University. While collaborating with CentraCare as described herein, the University will retain authority and responsibility over all traditional matters of academic administration, which includes the establishment of standards and requirements for student admission, development of the curriculum, standards for faculty appointment and advancement, and requirements for student matriculation, advancement, financial aid, conduct, grading and graduation. CentraCare agrees to cooperate with the University, and to make changes to this Agreement and otherwise take reasonable action, to ensure UMMS, in its operations of the UMMS St. Cloud Campus, initially and continually satisfies all requirements for accreditation, including but not limited to

3.2 **Commencement of Instruction; Class Size.** The Parties agree to work collaboratively toward the commencement of

professionalism in students.

- 3.6.2 The Parties will ensure that students have access to sufficient resources (facilities, support services, access to medical library or online resources) for an effective learning environment, in accordance with applicable accreditation standards.
- 3.6.3 The Parties will cooperate in the planning, coordination and evaluation of all student clinical education assignments and sites, including determining the number of students to be assigned to particular hospital facilities and ambulatory care sites for clinical educational experiences.
- 3.6.4 Neither Party shall discriminate against any student on the basis of a protected class under state or federal law.
- 3.6.5 The Parties shall work together to ensure the UMMS St. Cloud Campus will comply with all LCME requirements. While the University has ultimate responsibility for compliance with LCME requirements, CentraCare agrees that it will take all necessary action within its power to assist the University in achieving and maintaining LCME compliance, both during the application process for the UMMS St. Cloud Campus and continuously during the term of this Agreement.

ARTICLE 4

MEDICAL RESIDENCY AND FELLOWSHIP TRAINING

- 4.1 **CentraCare Based Residencies and Fellowships.** CentraCare agrees to grow the number of medical residencies and fellowships connected to CentraCare and sponsored by the University. The Parties will work collaboratively to identify opportunities for growth. The CentraCare Based Residencies and Fellowships have an initial target of 55 residents at maturity (targeted in 2038) including, but not limited to, family medicine (legacy and additional slots), family medicine rural track, pediatrics, mental health, and surgery residents. This expansion of residency/fellowship slots will be dependent on added ongoing funding to sustain such slots. Clinical training for CentraCare Based Residencies and Fellowships will occur at CentraCare facilities and, as needed, other hospitals or medical facilities already affiliated with UMMS in Minnesota.
- 4.2 **Accreditation.** CentraCare agrees to cooperate with the University, and to make changes to this Agreement and otherwise take necessary action, to ensure the CentraCare Based Residencies and Fellowships initially and continually satisfy all requirements for accreditation, including but not limited to requirements of the Accreditation Council for
- 4.3 **AIPA**

Fellowships
therein. Such agreement(s) must meet all ACGME requirements, including, where
required, having a program letter of agreement.

4.6 **Joint Responsibilities.**

- 4.6.1 The Parties will have responsibility, and will work out effective means, to ensure a positive learning environment for the development of appropriate skills and professionalism in residents.
- 4.6.2 The Parties will ensure that residents and fellows have access to sufficient resources (facilities, support services, access to medical library or online resources) for an effective learning environment, in accordance with applicable accreditation standards.
- 4.6.3 The Parties will cooperate in the planning, coordination and evaluation of all resident and fellow clinical education assignments and sites, including determining the number of residents and fellows to be assigned to particular hospital facilities and ambulatory care sites for clinical educational experiences.
- 4.6.4 Neither Party shall discriminate against any resident or fellow on the basis of a protected class under state or federal law.
- 4.6.5 The Parties shall work together to ensure the CentraCare Based Residency clinic on a

- 5.4 A Research Subcommittee of the Oversight Committee will be established to provide ongoing oversight and strategy for Affiliation research matters.

ARTICLE 6 CLINICAL CARE

The Parties recognize that clinical services provided to CentraCare patients are through Physicians, which is separate from the University and UMMS and outside the scope of this Agreement. The Parties recognize that faculty providing clinical services also engage in the to ensure that faculty hired for the UMMS St. Cloud Campus are granted necessary privileges at CentraCare hospitals in an efficient and timely manner to support the academic activities of such faculty as they intersect with their clinical services.

ARTICLE 7 SOURCES OF SUPPORT

- 7.1 Direct and indirect income and expenses (including capital expenditures) will benefit and will be borne by the Party earning or incurring the same, without allocation or other sharing with the other Party except as mutually agreed to and specified in this Agreement or a Related Agreement. obligations to fund all deficiencies of the Affiliation as set forth in Section 1.3.
- 7.2 It is anticipated by the Parties that Affiliation activities will result in net negative cash flow (i.e., a deficiency). The Parties will pursue outside funding sources to minimize such losses, including the following. Whether pursued independently or jointly, each Party will keep the Oversight Committee and the other Party informed regarding such activities.

7.2.1 The Parties will jointly approach the State of Minnesota to pursue state funrf to pursue state 3 246

7.3 Any debt issued to finance Affiliation activities will be a liability of the Party issuing the debt without obligation of the other Party.

ARTICLE 8 BRANDING

8.1 **No Use of Other Party Name or Logo**. Neither Party shall use the name or logo of the other Party operations, without the prior, written consent of the other Party.

8.2 **Branding Agreement**. The Parties will enter into a separate Branding Agreement, which shall be a Related Agreement, regarding branding for the Affiliation and Affiliation activities, including the UMMS St. Cloud Campus.

ARTICLE 9 GOVERNING BODIES

9.1 **Independent Governing Bodies**. The Parties recognize that they each are, and will continue to be, governed by separate governing bodies (the University by the Board of Regents and CentraCare by the CentraCare Board of Directors), and that nothing in this Agreement modifies the rights and responsibilities of those governing bodies.

9.2

ARTICLE 10
TERM AND TERMINATION

10.1 **Term.** The initial term of this Agreement shall commence on the date that this Agreement is fully executed by the Parties and shall continue through [June 30, 2033] Initial terminated pursuant to Section 10.2, following the Initial Term, this Agreement shall automatically renew for additional terms of three (3) years each.

10.2 **Termination.** This Agreement may be terminated as follows; provided that any termination shall be subject to the Unwind Period set forth in Section 10.3:

10.2.1 By a mutual written agreement executed by the Parties.

10.2.2 Upon at least twenty- prior written notice from one Party to the other Party that the Party is electing not to renew the Agreement followin1 487.u.;0 11 354ET

11.2.1

resolve in a mutually acceptable way those Payment Disputes that prove amenable to such resolution, but he/she shall have the authority to accept one

needed, but ideally the first meeting should take place no more than ten (10) business days after the Mediator is selected.

- c. The Mediator shall endeavor to the maximum extent possible to adhere to and implement the terms of this Agreement and the Related Agreements.
- d. The costs of the Mediator shall be borne equally by the Parties. The Mediator costs shall not include any staff, counsel, accounting or other costs of the

11.3.4 Resort to Court Action. Any Party may commence an action in a court of competent jurisdiction to appeal or modify the Special Master decision or if the Parties are unsuccessful in mediation, but the Parties agree that with respect to a Special Master decision, neither of them will do so unless a Party in good faith concludes that the decision was materially in error and would impose material costs, risks, loss of functionality or harm to reputation to such Party contrary to the terms of this Agreement or a Related Agreement. It is the Par
any court action that is an appeal related to a Special Master decision: (a) the court

the employee or agent or joint venture of any other Party, for any purpose whatsoever, including without limitation rights to compensation or employee benefits of such other Party. In addition, unless this Agreement (or the applicable Related Agreement) specifically so provides, nothing herein shall be deemed to grant a Party (or its officers, directors, employees or agents) the right to incur contractual obligations, or to act on behalf of, or to incur any legal obligation for another Party.

- 12.3 **Access to Books and Records.** In accordance with 42 U.S.C. Section 1395X(v)(1)(I) and 42 C.F.R. Sections 420.300-420.304, each Party agrees that it shall retain, and for four (4) years after services are furnished, allow the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives to have access to such books, documents and records of the Party as are necessary to verify the cost of services provided to the other Party pursuant to this Agreement and the Parties agree that if any of the work provided under this Agreement and related contracts for any twelve (12) month period is performed by a subcontractor at a cost or with a value of Ten Thousand Dollars (\$10,000) or more, the subcontracting party shall require that any such subcontractor sign a statement or agreement similar to this reconciliation clause whereby the subcontractor agrees to make its books and records available for such four (4) year time period. In the event of a request for access, the requested Party agrees to notify the other Parties immediately and to consult with the other Parties regarding what response will be made to the request.
- 12.4 **Legal Responsibility.** Each Party shall be responsible to the full extent of applicable law for (a) its representations, warranties and covenants therein or (b) any breach or violation or default or failure of performance of such Agreement by it or its officers, directors, employees, agents or representatives, or other persons for whose conduct it is responsible
- 12.5 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be

12.13 **Severability.** If either (a) a court of competent jurisdiction holds that any material provision or requirement of this Agreement or any Related Agreement violates any applicable legal requirement; or (b) a government entity with jurisdiction definitively advises the Parties that a feature or provision of this Agreement violates law over which such government entity has jurisdiction, then each such provision, feature or requirement shall be fully severable and: (1) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (2) the remaining provisions hereof that reasonably can be given effect apart from the invalidated

however, make any Party responsible or liable for the compliance obligations of another party, or reduce the obligations of compliance that a Party has for its own conduct under applicable law or governmental or accreditation requirements.

12.19 **Responsibility for Payment of Taxes.** The Parties will not treat the other Party's agents or employees as an employee for any reason, including but not limited to the Federal Unemployment Tax Act, the Social Security Act, the Workers Compensation Act, and any federal or state income tax laws or regulations mandating the withholding of income taxes at the source of compensation payment. Each Party will be solely responsible for payment of all applicable federal and state income taxes with respect to their officers, agents and employees.

12.20 **Fees and Expenses.** Each Party is and will be solely responsible for all of its own fees, costs and other expenses in connection with the negotiation and preparation of this Agreement and Related Agreements.

SO AGREED:

Regents of the University of Minnesota

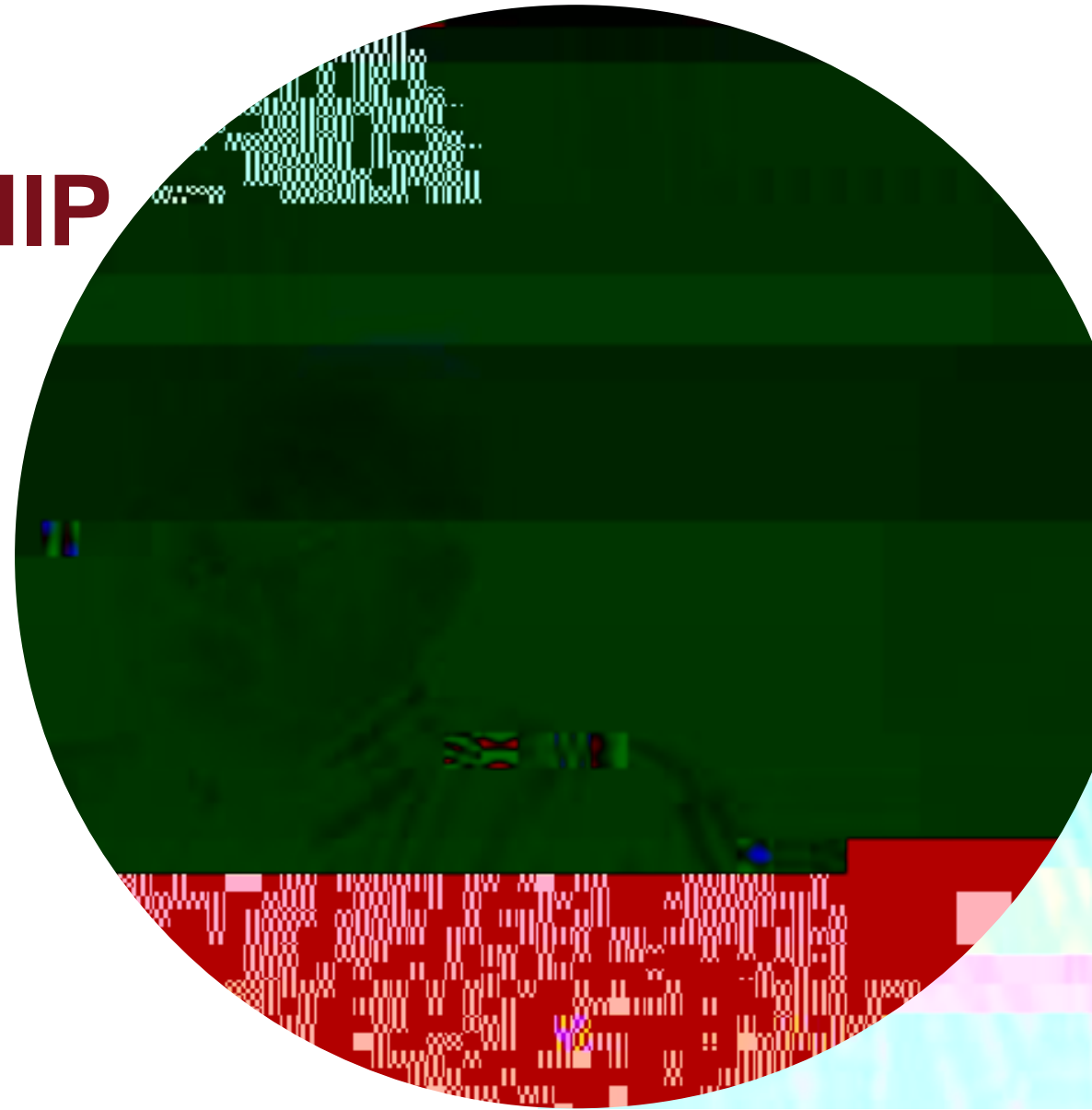
By: _____
Title: Interim President
Date: _____

By: _____
Title: Dean, Medical School and
Vice President of Clinical Affairs
Date: _____

CentraCare Health

By: _____
Title: President and Chief Executive Officer
Date: _____

RURAL HEALTH ACADEMIC PARTNERSHIP



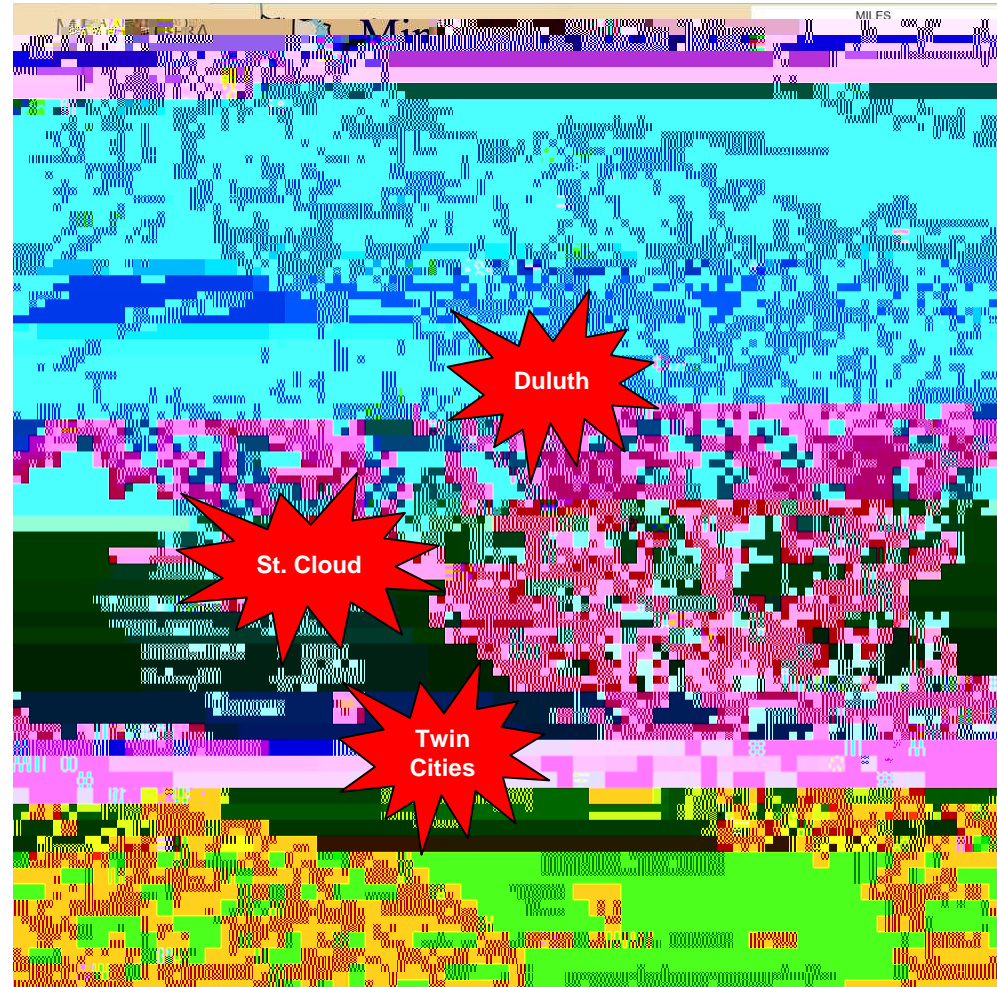
Jakub Tolar, MD, PhD
Dean, Vice President for Clinical Affairs

Ken Holmen, MD
President and CEO, CentraCare

September 7, 2023

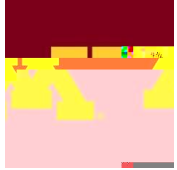


One Medical School, Three Campuses



- *Attract rural students committed to practicing in rural Minnesota*
- *Expand number of rural specialty providers*
-

Timeline



2022

2023

2024

2025

2026

2027

2028

2038

Momentum

150+ businesses and associations expressed support for this effort.

MN Legislature committed \$15 million toward development of the programs, facilities, and campus.

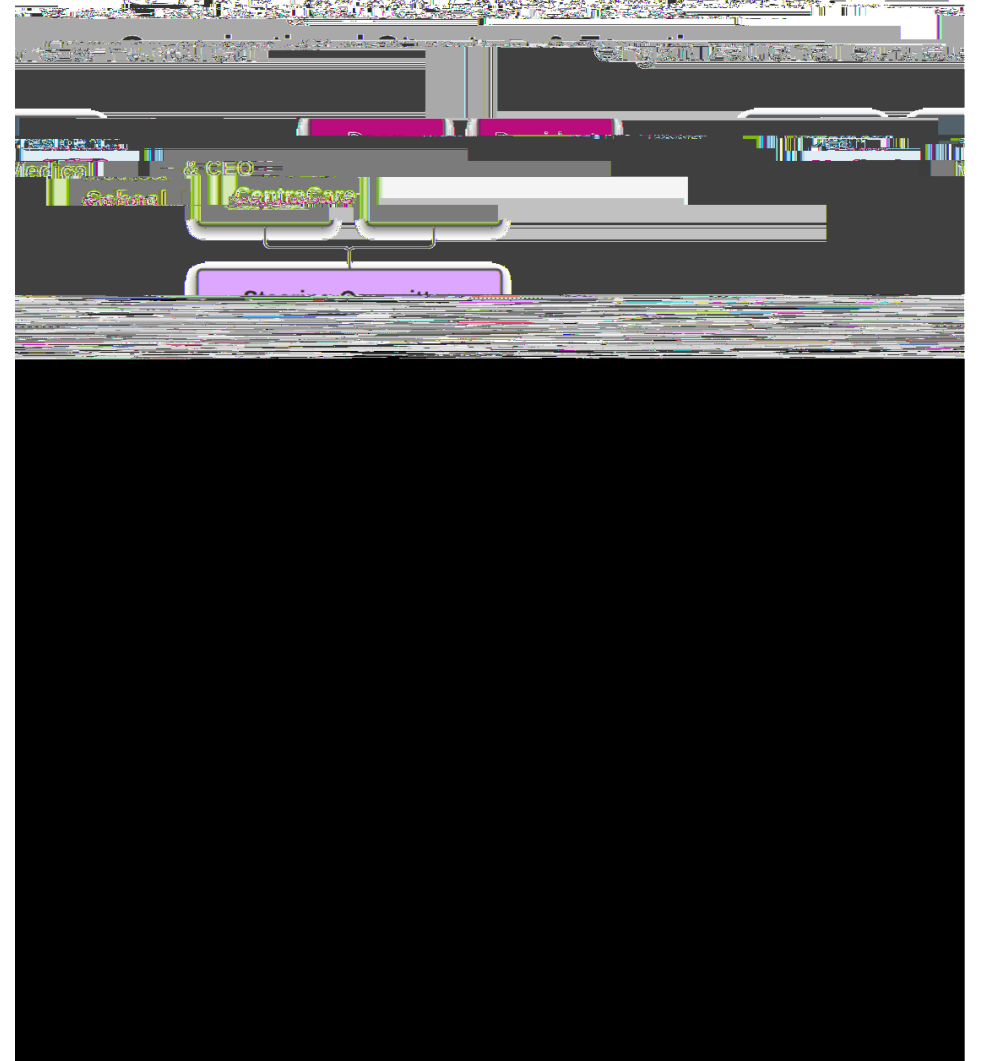
Many stakeholders are engaged to advance education and economic development broadly across rural Minnesota



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Development Efforts

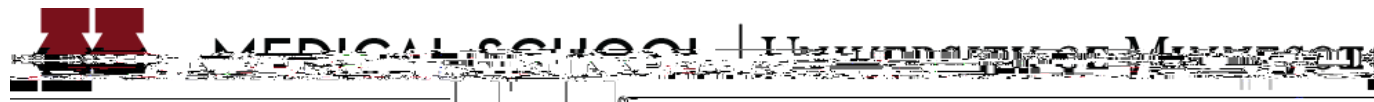


CentraCare will repurpose a 60,000 sq ft administrative building adjacent to its Ambulatory Facility in St. Cloud

-

Governance

- The Definitive Agreement proposes an **Oversight Committee** with the purpose of:
 - Creating strategic plans for the affiliation, aligned with CentraCare and UMMS strategies
 - Overseeing the funds flow model to incentivize aligned missions and goals
 - Defining areas of philanthropy for recommendation to the Dean and CEO
- The Oversight Committee will have equal membership
- Each organization retains current authority over matters necessary for accreditation, governance and other operational and business needs



Finances

The **University of Minnesota Foundation** and **CentraCare Foundation** will create a collaborative fundraising campaign (individual & corporate)

CentraCare will fund the Residency Program and participate in Medical School funding

CentraCare is seeking federal grants and state funding for this rural health initiative:



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UNIVERSITY OF MINNESOTA

Driven to Discover®

