

## EDUCATIONAL EXPERIENCE AGREEMENT

This agreement is dated October 9, 2015 and is between South Dakota State University (“**School**”) and CentraCare Health System d/b/a CentraCare Health, a Minnesota non-profit corporation (“**CentraCare**”). CentraCare, as used in this agreement, includes all entities as listed on Exhibit 1.

School has established a variety of healthcare related programs for qualified students preparing to enter careers in healthcare. It is in the general interest of CentraCare to assist in educating students to be qualified or better qualified to work in the healthcare field. School and CentraCare agree to work together to provide an educational experience at CentraCare for students in School’s programs.

The parties therefore agree as follows:

1. **Educational Experience.** CentraCare and School agree to provide an effective educational experience for students of School within the guidelines and restrictions established by this agreement (“Educational Experience”). The number of students participating in the Educational Experience and the nature of their participation will be as agreed by CentraCare and School from time to time. CentraCare and School will each designate one or more persons to represent it in the operation of the Educational Experience. Such representatives shall confer from time to time as they deem necessary concerning the operation of the Educational Experience. At the request of either representative, School’s faculty member(s) and CentraCare staff member(s) involved in the Educational Experience will meet to discuss the operation of the Educational Experience.
2. **Term.** The agreement will be effective when fully executed by CentraCare and School. This agreement may be terminated by either party upon 90 days written notice to the other party. Termination by CentraCare shall not become effective with respect to students then participating in the Educational Experience.
3. **School Responsibilities.** School will be responsible for:
  - a. Planning, directing and evaluating the students’ learning experience and evaluating the students’ performance.
  - b. Providing one or more faculty members, as required by CentraCare, to instruct and supervise the students. Faculty so required will hold current Minnesota licensure, as applicable to the faculty member’s subject area. Faculty will attend CentraCare’s orientation as deemed necessary by CentraCare.
  - c. Providing CentraCare, at its request, with program outlines and objectives for the Educational Experience. Implementation of those objectives will be accomplished by School in cooperation with CentraCare’s designated representative.
  - d. Selecting students to participate in the Educational Experience and assigning them to available positions.



- e. Maintaining documentation to assure that each faculty and student is in compliance with required health and patient safety standards attached as Exhibit 2. This documentation will be available to CentraCare within 24 hours of request. The parties recognize CentraCare has the sole discretion and right to change Exhibit 2 based on CentraCare policy, industry changes or as patient care needs dictate.
  - f. Informing faculty and students with the CentraCare policies, procedures and rules applicable to the Educational Experience, and requiring students to comply with them.
  - g. Informing its faculty and participating students that they are encouraged to carry their own health insurance.
  - h. Assuming responsibility for the cost of equipment owned by CentraCare that is broken or damaged as a result of the willful acts of its students.
4. **CentraCare Responsibilities.** CentraCare will be responsible for:
- a. The safety and quality of care provided to its patients by students who are participating in the Educational Experience.
  - b. Providing, without cost to School or School's students, the use of available clinical facilities and resources, including, but not limited to locker or other storage space for students and faculty members for their coats, library resources, and lounge facilities.
  - c. Conducting an orientation to CentraCare for faculty members and students related to policies, procedures, rules and regulations prior to the start of the Educational Experience.
  - d. Providing instructions to faculty members and students concerning the care of patients of CentraCare, the operation of CentraCare, and student activities as they directly or indirectly affect the care of the patients of CentraCare and the operation of CentraCare.
  - e. Assisting in the evaluation of the performance of the students
  - f. Providing, from time to time and in cooperation with School, CentraCare staff members to serve as preceptors to supervise students.
  - g. Providing emergency medical care for faculty members and students. Charges for such care and obtaining and necessary follow-up care will be the responsibility of the faculty member or student involved.
  - h. Complying with OSHA standards for the protection of faculty and students as workers of CentraCare from exposure to blood borne pathogens.
  - i. Maintaining current accreditation by the Joint Commission or any other appropriate and required accrediting body.
5. **Mutual Responsibilities.**
- a. **HIPAA.** Solely for the purposes of defining the faculty and students' roles in relation to the use and disclosure of CentraCare's patient's protected health information, School's faculty and students will be considered members of CentraCare's workforce, as that term is defined in 45 CFR



160.103. School's faculty and students are not, and shall not be construed to be, employees of CentraCare. School shall cooperate with CentraCare 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, as amended from time to time. Prior to placement at CentraCare, School shall instruct its faculty and students to comply with CentraCare's policies and procedures governing the use and disclosure of individually identifiable health information.

- b. **Nondiscrimination.** The parties agree they will prohibit discrimination and ensure equal opportunities in the Educational Experience 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 or regulations.

6. **Emergency Medical Care and Infectious Disease Exposure.**

- a. Any emergency medical care available at CentraCare will be available to faculty and students. Faculty and students will be responsible for charges attributable to their individual emergency medical care.
- b. Faculty or students who are injured or become ill while at CentraCare shall immediately report the injury or illness to CentraCare and receive treatment, as needed and available, at CentraCare as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the faculty member or student who receives the treatment and not the responsibility of CentraCare.
- c. CentraCare shall follow, for faculty or students exposed to an infectious disease at CentraCare during the Educational Experience, the same policies and procedures CentraCare follows for its employees. Any costs incurred related to the exposure shall be paid by School.
- d. Faculty or students contracting an infectious disease during the period of time they are participating in the Educational Experience must report the fact to CentraCare and School. Before returning to CentraCare the faculty or student must submit proof of recovery to CentraCare and School if requested.

7. **Responsibility for CentraCare Patients.** CentraCare retains full responsibility for the quality of health care given to patients of CentraCare. CentraCare is responsible for the administrative and professional supervision of faculty members and students to the extent that their presence at CentraCare affects, directly or indirectly, the care of patients of CentraCare. CentraCare has ultimate control over all persons involved in the Educational Experience and may prohibit any faculty member or student of School from caring for any patient of CentraCare if CentraCare believes such patient's health is endangered by such care.



8. **Liability.** CentraCare agrees to indemnify School against any damage, loss, liability, or expense resulting from the CentraCare's acts or actions under this Agreement, which results in personal injury, death, property loss, or damage to any patient. School does hereby agree that it will indemnify CentraCare against any damage, loss, liability or expense resulting from School's faculty members' or students' acts or actions under this agreement, which results in personal injury, death, property loss, or damage to any patient. School hereby waives any and all rights, claims and causes of action that it may have against CentraCare arising out of or resulting from the injury or death of any faculty member or student participating in the Educational Experience, except as caused by the gross negligence or criminal act of CentraCare or any employee or agent of CentraCare.
9. **Insurance.** School will arrange for the maintenance of the following types of insurance covering each faculty member and student participating in the Educational Experience:
  - a. Workers' compensation insurance for faculty members
  - b. Bodily injury insurance in an amount not less than \$1,000,000 for each incident and \$1,000,000 for all occurrences.
  - c. Professional/medical malpractice insurance in an amount not less than \$1,000,000 for each incident and \$3,000,000 for all occurrences.
10. **Financial Considerations.** CentraCare assumes no responsibility for the cost of meals, uniforms, housing, parking or health care needs of the faculty or students who are participating in the Educational Experience. School and CentraCare shall each bear their own costs associated with this agreement and no payment is required by either the School or CentraCare. CentraCare is not required to reimburse faculty or students for any services rendered to CentraCare or its patients/residents pursuant to this agreement.
11. **Removal of Students from Educational Experience.** CentraCare shall have the right to require School to remove any student, or faculty from the Educational Experience at CentraCare if that student or faculty in any way violates, contravenes, ignores, neglects, abuses or otherwise disregards the accepted standards of CentraCare. Such a decision to request removal of a student or faculty from the Educational Experience is in the sole discretion of CentraCare, and shall not be subject to consideration or reconsideration by any other person or entity.
12. **Minnesota Government Data Practices Act.** CentraCare recognizes that to the extent School is a Government Entity as that term is defined in Minnesota Statutes 13.02, this agreement may be subject to the Minnesota Government Data Practices Act. In the event CentraCare receives a request to release data related to this agreement it will immediately and before releasing any data, contact School to discuss release of the data to the requesting party.

13. **Relationship.** Nothing in the Agreement is intended or will be construed to constitute a partnership between, or joint venture by, CentraCare and School or to constitute either CentraCare or School as the agent of the other. Faculty and students of School who participate in the Educational Experience are not employees of CentraCare. Employees of CentraCare who are involved in the Educational Experience are not employees of School.
14. **Notices.** All notices permitted or required to be given under this Agreement must be in writing and will be considered sufficiently made or given on the date of mailing if sent to the other party by certified, United States mail, addressed to it at the address set forth below, or to such other address as it will designate by written notice similarly given, to the other party:

If to School: South Dakota State University  
100 Administration Lane  
Brookings, SD 57006

If to CentraCare: CentraCare Health  
Attn: Education Department  
1406 Sixth Avenue North  
St. Cloud, MN 56303

15. **General.** This agreement contains the entire agreement between the parties, superseding any and all prior oral or written agreements or understandings pertaining to the subject matter hereof. This agreement may be amended or modified only by a written instrument signed by both of the parties. No waiver of any breach or default will be deemed a waiver of any subsequent breach of default. This agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Minnesota.

**CENTRACARE HEALTH**

By: Urbie Ruegemer

Its: Director of Learning and Professional  
Development

**SOUTH DAKOTA STATE  
UNIVERSITY**

By: Lynn Hinkley Nibel  
11-13-2015

Its: Executive Vice President and Provost  
for Academic Affairs

## **EXHIBIT 1**

This agreement applies to the following CentraCare Health entities:

CentraCare Clinic  
CentraCare Health – Long Prairie  
CentraCare Health – Melrose  
CentraCare Health – Monticello  
CentraCare Health – Paynesville  
CentraCare Health – Sauk Centre  
The Saint Cloud Hospital  
St. Benedicts Senior Community



## EXHIBIT 2

**Documentation evidencing compliance with the below requirements must be on file at School and provided to CentraCare within 24 hours upon CentraCare's request.**

- \_\_\_\_\_ Minnesota Department of Human Services (DHS) Background Study (completed within the immediate 12 months preceding the student's initial Educational Experience, and needs to remain valid throughout duration of assignment). It is the responsibility of School to request the background study on behalf of the faculty or student.
- \_\_\_\_\_ Current AHA Basic Life Support Healthcare Provider card (*for positions whose job description requires this certification*)
- \_\_\_\_\_ Negative Urine Drug **and** Alcohol\* Testing (within the three months prior to the student's initial Educational Experience at CentraCare. Tests will need to be repeated for students who leave School and return at a later date). (\*7-panel **drug screen** includes: Amphetamines, Cannabinoids, Cocaine, Phencyclidine, Opiates, Barbiturates, Benzodiazepines, plus alcohol with adulterants testing.)
- \_\_\_\_\_ TB skin test (TST/mantoux): This is a two step process: Step one - A copy of a negative TB skin test within the past 12 months will be accepted. Second step, if necessary, can be done at St. Cloud Hospital upon start (\$20 fee applies). One TB skin test should be completed prior to any other vaccines. If faculty or student has a positive Mantoux history, a negative chest x-ray will be accepted. CentraCare does not accept QuantiFERON Gold at this time.
- \_\_\_\_\_ Immunizations:
  - ☐ 2 documented MMR immunizations, or proof of immunity (titer)\*.
  - ☐ 2 documented chicken pox (varicella) immunizations, or proof of immunity (titer)\*, or medical statement from healthcare provider of clinic visit when faculty or student was seen and diagnosed with Varicella or Zoster (shingles).

\* Note: With a negative titer, we require completion of the immunization series. The first immunization is given and then there is a waiting period of 28 days before the second vaccine can be administered. If both MMR and Varicella vaccines need to be completed, they must be done at the same time to avoid further delay.

  - ☐ Hepatitis B vaccination, or positive titer, or declination form
  - ☐ Annual Flu vaccine or faculty or student must follow CentraCare flu vaccine policy
- \_\_\_\_\_ Signed Drug & Alcohol Acknowledgement & Confidentiality Agreement (provided by CentraCare)



**ADDENDUM TO  
EDUCATIONAL EXPERIENCE AGREEMENT  
BETWEEN CENTRACARE HEALTH  
AND  
SOUTH DAKOTA STATE UNIVERSITY**

The Educational Experience Agreement is amended as follows:

- Section 8 (to replace the Liability Statement) - *School hereby waives any and all rights, claims and causes of action that it may have against CentraCare arising out of or resulting from the injury or death of any faculty member or student participating in the Educational Experience, except as caused by the gross negligence or criminal act of CentraCare or any employee or agent of CentraCare.*
- Section 9.d. – *CentraCare understands, acknowledges, and agrees that School's participation in South Dakota Workers Compensation and South Dakota Public Entity Pool for Liability participation shall fulfill School's responsibilities under this provision with regards to Section 9a. and 9b. of this agreement.*
- Section 15: Remove the following sentence – *This agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Minnesota.*
- *South Dakota State University FERPA Agreement:*  
*Confidential student records and information ("Student Information") includes hard copy, and any other format or medium, student education record information and personally identifiable information contained therein as defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") provided by South Dakota State University ("University"). It may also include information provided by University's students to CentraCare.*

*CentraCare acknowledges that the Agreement allows the CentraCare access to Student Information. CentraCare agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth by FERPA and with the terms set forth herein. 34 CFR 99.33(a)(2) states that the officers, employees and agents of a party that receives Student Information from the University may use the information only for the purpose(s) for which the disclosure was made.*

*CentraCare agrees to hold Student Information in strict confidence. CentraCare shall not use or disclose Student Information received from or on behalf of University (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by University. CentraCare agrees not to use Student Information for any purpose other than the purpose for which the disclosure was made.*

*Upon termination, cancellation, expiration or conclusion of the Agreement, CentraCare shall return all Student Information to the University or, if return is not feasible, destroy all Student Information. If the CentraCare destroys the information, CentraCare shall provide University with a writing confirming the date of destruction*



of the data.

*If University reasonably determines in good faith that CentraCare has materially breached any of its obligations under this Attachment, University, in its sole discretion, shall have the right to require CentraCare to submit to a plan of monitoring and reporting; provide CentraCare with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, University shall provide written notice to CentraCare describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the CentraCare improperly disclosed personally identifiable information obtained from University's education records, University may not allow the CentraCare access to education records for at least five years.*

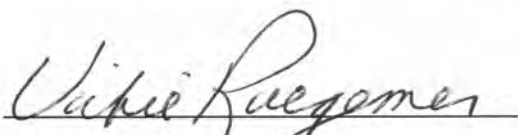
*CentraCare shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Student Information received from, or on behalf of University or its students. These measures will be extended by contract to all subCentraCares used by CentraCare.*

*CentraCare shall, within one day of discovery, report to University any use or disclosure of Student Information not authorized by this Agreement or in writing by University. CentraCare's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Student Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CentraCare has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CentraCare has taken or shall take to prevent future similar unauthorized use or disclosure. CentraCare shall provide such other information, including a written report, as reasonably requested by University.*

*CentraCare shall defend and hold University, the South Dakota Board of Regents, employees and agents harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of CentraCare's failure to meet any of its obligations under this Attachment.*


In all other respects, the Educational Experience Agreement shall remain in effect.

**CENTRACARE HEALTH**

By:   
Vickie Ruegemer

Its: Director of Learning & Professional Development

**SOUTH DAKOTA STATE UNIVERSITY**

By:   
Laurie Nichols

Its: Provost and Executive Vice President for Academic Affairs



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In all other respects, the Educational Experience Agreement shall remain in effect.

**CENTRACARE HEALTH**

By: \_\_\_\_\_

Vickie Ruegemer

Its: Director of Learning & Professional Development

**SOUTH DAKOTA STATE UNIVERSITY**

By: 

Laurie Nichols

Its: Provost and Executive Vice President for Academic Affairs