

MASTER AGREEMENT FOR STUDENT CLINICAL EXPERIENCES
between
Minot State University (“University”)
and
Trinity Health (“Trinity”)

This Master Agreement for Student Clinical Experiences (the “Master Agreement”), entered into by and between University and Trinity, is effective August 24, 2020.

WHEREAS, University and Trinity, sharing common goals of education, wish to facilitate a relationship for the purpose of providing educational experiences at Trinity’s site(s) for certain University students enrolled in the University programs identified herein; and

WHEREAS, University and Trinity wish to enter into this Master Agreement to establish a program of education and training which requires University and Trinity facilities, equipment, services and personnel appropriate for University students to obtain necessary clinical experiences.

NOW, THEREFORE, University and Trinity agree to the terms and conditions set forth below.

1. Description of Affiliation

- 1.1 This Master Agreement applies to University undergraduate students and graduate students enrolled in the educational programs identified below in section 1.2. For purposes of this Master Agreement, University undergraduate students and graduate students are collectively referred to as “Students”.
- 1.2 This Master Agreement applies to the educational programs on the campuses identified in Attachment A to this Master Agreement and to the clinical sites of Trinity identified in Attachment B to this Master Agreement.

1.3 Contact Information:

(a) Trinity Health

Trinity Health
1 Burdick Expressway West
Minot, ND 58701
Attn: Chief Financial Officer

Trinity Health
1 Burdick Expressway West
Minot, ND 58701
Attn: Director of Organizational Development
Phone: 701-857-5143

Trinity Health
1 Burdick Expressway West
Minot, ND 58701
Attn: Contract Manager

(b) University

Minot State University
500 University Ave. W
Minot, ND 58707
Attn: President's Office
701-858-3300

2. Responsibilities of the Parties

2.1 Joint Responsibilities

2.1.1 University and Trinity will each identify a person or persons responsible for liaison during the course of this affiliation.

2.1.2 The persons responsible for the liaison will jointly plan for:

- a. Selection, assignment and orientation of Students;
- b. Periodic review and preparation of objectives for the instructional program;
- c. Evaluation of Student performance;
- d. Periodic review of program costs and payments. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program;
- e. Supervision of the students on site at Trinity which shall be negotiated prior to each clinical rotation.

- 2.1.3 Nothing in this Agreement is intended, and nothing shall be construed to create an employer/employee relationship, partnership, or joint venture relationship between the parties. Except as may be specifically set forth in this Agreement, neither of the parties, nor any of their respective agents or employees shall be construed to be the agent, employee, or representative of the other party, and each party shall be solely responsible for any liability that may arise as a result of, or in connection with, any acts, omission or conduct by that party or any of its agents or employees.
- 2.1.4 To the extent applicable, all parties shall abide by all applicable federal, state, and local laws, rules, regulations, and standards with respect to maintenance of the confidentiality of student education information as required by Family Educational Rights and Privacy Act ("FERPA") and the clinical recordkeeping and maintenance of the confidentiality of medical records and handling, storage, transmission, and release of patient information. The parties shall take such actions as necessary to comply with the privacy standards and other requirements relating to their access to protected health information as defined in the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPAA") and amendments thereto, and the rules and regulations promulgated thereunder, as well as guidance issued by the United States Department of Health and Human Services. Solely for the purpose of defining the student's role in relation to the use and disclosure of Trinity's protected health information, the students are defined as members of Trinity's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement; however, the students are not and shall not be considered to be employees of Trinity. The terms of this section shall survive the termination, expiration, non-renewal, or rescission of this Agreement.
- 2.1.5 Notwithstanding any statement in this Master Agreement to the contrary, or appearing to be to the contrary, Trinity and University shall maintain their own separate responsibility for compliance with the Americans with Disabilities Act (ADA) and all related laws and regulations, and neither party assumes responsibility or liability for the other's compliance with such laws and regulations.

2.2. University Responsibilities

- 2.2.1 University shall assume overall responsibility for the general educational experience of Students assigned to Trinity. Such responsibility includes the following:
- a. Determination of educational goals for each Student;
 - b. Establishing prerequisite criteria for placement of Students with Trinity, provided that University shall place only those Students who have

- satisfactorily completed all prerequisite courses and any other academic requirements, and have been appropriately recommended by University Faculty for placement in the clinical experience;
 - c. Determination of completion of the assignment;
 - d. Provision of information regarding dates for instruction and forecasts of the numbers of Students to be assigned to Trinity, the final number of which shall be subject to Trinity's approval and agreement;
 - e. Periodic and final evaluation of Student performance; and
- 2.2.2 For Faculty and Students who will provide direct care or who will interact with staff in patient areas, University shall provide evidence of the following on Trinity's request: rubella and rubeola immunity; negative tuberculin skin test or blood assay within the last twelve months, prior to the start of their first clinical education within the facility, annual TB testing is not recommended unless there is a known exposure, or if history of positive Tuberculin Test, provide a negative chest x-ray within the last twelve months; inoculation for tetanus within the last ten years; history of chicken pox (varicella) after first birthday; and other evidence of physical or mental impairment (as defined by the ADA, 42 USC § 12102(2)(A) – (C)) that is (1) required by Trinity policy, (2) necessary for the safe operation of or participation in the program which is the subject of this Master Agreement, or (3) necessary for the provision of the goods, services, facilities, privileges, advantages, or accommodations being offered to the Students.
- 2.2.3 University staff or students that will be, or who are currently placed with Trinity, shall perform Services in a professional and workmanlike manner. All University's personnel or students, rendering services under this Agreement shall be fully qualified, adequately experienced and trained before being assigned to perform Services. To the extent applicable, University's personnel or students, shall be properly licensed or registered. University will provide Trinity with documentation of personnel and student qualifications, experience and training upon Trinity's request.
- 2.2.4 University will require Students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to applicable state and federal laws and Trinity policy as a pre-requisite to participation in the program.
- 2.2.5 University certifies that its Students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including HIPAA, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.

- 2.2.6 University shall require that Students carry and maintain hospitalization and medical insurance throughout their clinical education at Trinity. Neither Trinity nor University is responsible for hospitalization or medical costs incurred by the Student during the affiliation, except as specifically provided in this Master Agreement.
- 2.2.7 Students and faculty members, who are injured, report an exposure incident or become ill at Trinity, shall immediately request permission to leave the premises or report to the appropriate area for emergency treatment. An exposure incident shall include a specific eye, mouth, or other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious material that occurs at Trinity's site during the clinical experience program. Hospital and medical costs arising from care related to injury, exposure, or illness, shall be the sole responsibility of the individual party and not the responsibility of Trinity.
- 2.2.8 University shall assume overall responsibility for complying with the North Dakota Board of Nursing ("NDBON") Distance Nursing Education Requirements by requesting appropriate recognition and paying the appropriate fee, if applicable.

2.3. Trinity Responsibilities

- 2.3.1 Trinity shall assume full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised, or paid for by University, and University does not derive revenue from Trinity patients or clients or third-party payors for services at Trinity sites.
- 2.3.2 Trinity agrees to provide educational experience opportunities for Students in patient care areas, service departments and other selected areas. In this regard, Trinity will provide the equipment, facilities, supplies and services for Students and faculty assigned to Trinity necessary to meet the objectives of the program, as determined by Trinity.
- 2.3.3 Trinity staff members ("Trinity faculty") have responsibility for teaching, supervising and evaluating the performance of Students assigned to Trinity. Trinity faculty agrees to provide the appropriate department/program within the University with written evaluations of the performance of the Students.
- 2.3.4 Trinity agrees to identify and provide University with current copies of any policies and procedures at the clinical site that apply to the educational experience of the Students.

2.3.5 Trinity has full discretionary power with regard to placement and/or acceptance of staff and students for educational experience opportunities. Trinity shall not be liable in any respect with regards to placement and/or acceptance of staff or students for educational experience opportunities.

3. Suspension or Termination of Participants

3.1 Undergraduate and Graduate Students (“student”). Either University or Trinity may withdraw a student from assignment at the Trinity site(s). Trinity may take immediate action to suspend student participation if the student’s conduct threatens the safety or welfare of patients, visitors or staff. For other concerns about student performance, Trinity agrees to notify the student and the University liaison of the concerns and give the student an opportunity to correct performance deficiencies before removal from the program.

4. Liability Insurance and Indemnity

4.1 University shall maintain professional liability insurance in minimum amounts of \$1,000,000 for each claim/\$5,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University Students for activities performed within the course and scope of their duties under this Master Agreement. Upon request, University will provide a certificate of insurance evidencing such coverage. If the University requires Student to maintain said professional liability insurance, covering activities performed within the course and scope of their duties under this Master Agreement, University shall provide a certificate of insurance evidencing Student’s coverage.

4.2 Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

4.3 Trinity shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$5,000,000 annual aggregate.

5. Other Terms

5.1 Financial Terms. Financial arrangements, if any, between University and Trinity, including stipends, benefits and other costs as agreed by the parties, will be set forth in a separate document.

5.2 Termination. The term for this Master Agreement will begin on the Effective Date (stated above) and will continue for three (3) years. This Master Agreement may be terminated by either party upon at least thirty (30) days’ written notice to the

other party. Termination by Trinity shall not become effective with respect to Students then participating in a clinical experience program.

- 5.3 Equal Opportunity. Both parties are Equal Opportunity Employers and comply with Executive Orders 11246 and 13496 and hereby provides notice of its compliance with FAR 52-222-26, 29 CFR Part 471, Appendix A to Subpart A, 41 C.F.R. 60-1.4, 41 C.F.R 60-250.5, and 41 C.F.R. 60-741.5, which are hereby incorporated by reference.
- 5.4 Entire Agreement. This Master Agreement shall not rescind any affiliation agreement(s) entered into between Trinity (or Trinity sites set forth on Attachment B) and University at its program level that are currently in effect. This Master Agreement and any such program-level affiliation agreements currently in effect, constitute the entire agreement between the parties with respect to the subject matter and no contemporaneous agreement, written or oral, will be effective to vary their terms. The parties agree that once any such program-level affiliation agreement expires, each such University program and Trinity site wishing to continue the education experience program, will do so under the terms and conditions of this Master Agreement.
- 5.5 Governing Law. All questions concerning the validity, intention, or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of the State of North Dakota.
- 5.6 Excluded Individual/Entities. University hereby represents and warrants that neither it nor any of its staff or students, that will be or who are currently placed with Trinity, is or at any time has been excluded from participation in any state or federally funded health care program, including but not limited to Medicare and Medicaid. University shall, on a regular basis, monitor the federal exclusion lists (and any similar state lists) to ensure that none of its staff or students, that will be or who are currently placed with Trinity, are excluded from Medicare or Medicaid or have been convicted of a criminal offense related to that person's involvement in any state or federally funded health care program. University shall immediately provide Trinity written notice if any of the individuals or entities enumerated in this paragraph are excluded from any state or federally funded health care program or are convicted of a criminal offense related to that person's or entity's involvement in any program under any state or federally funded health care program.
- 5.7 Conflict of Interest. University represents and warrants that: (a) neither it nor any of its directors, officers, members, partners, employees or students, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided; and (b) in the performance of or the rendering of services under this Agreement no person having such interest or possible interest shall be employed by it. To the best of the University's knowledge after due investigation,

no officer, employee or student of University shall participate in any decision relating to this Agreement which affects such person's personal interest or the interest of Trinity or this association between the parties, in which such person is, directly or indirectly, interested; nor shall any such person have an interest, direct or indirect, in this Agreement or in the proceeds thereof.

- 5.8 Change of Ownership. In the event of change of ownership, the new owners will assume all obligations in the current contract.
- 5.9 Fundamental Regulatory Change. If any provision or underlying purpose of this Agreement, or if the association of the parties pursuant to this Agreement, becomes a violation of the rules, regulations or reimbursement policies of any applicable federal or state statute, rule, or regulation, or administrative or judicial decision (collectively, a "Fundamental Regulatory Change"), either party may give notice of intent to amend this Agreement to compensate for the prohibition, restriction, limitation or change and the parties shall negotiate in good faith with respect thereto. If the parties cannot mutually agree to amend this Agreement in writing within fifteen (15) days after said notice is given, then either party may elect to terminate this Agreement immediately upon written notice to the other party without further liability; provided however, that if the implementation of any such law, rule, regulation, standard or interpretation is stayed on account of any administrative appeal or any suit filed in a court of competent jurisdiction, the right to amend or terminate as set forth above shall also be stayed during the period of such stay. The determination that a Fundamental Regulatory Change has occurred shall be made by (i) counsel to Trinity with the concurrence of counsel to University, (ii) counsel to University with the concurrence of counsel to Trinity, or (iii) if counsel to Trinity and University cannot concur, by a nationally recognized law firm with expertise in health care regulation jointly selected by Trinity and University.
- 5.10 Addenda. Subject to the written authorization by appropriate representatives of University and Trinity, addenda to this Master Agreement may be developed to facilitate day-to-day and year-to-year execution of the goals of this Master Agreement. Each addendum shall be in writing and executed by an authorized representative of each party. To the extent an addendum is not properly executed by persons authorized to do so and to the extent it conflicts or contradicts the terms herein, it shall be considered null and void.

IN WITNESS WHEREOF, authorized representatives of the parties hereto execute this Master Agreement as follows:

MINOT State University
UNIVERSITY

By: Brent Winger
Name: Brent Winger
Title: Vice President for Administration + Finance
Date: 8-24-2020

TRINITY

By: Taylor Wilson
Name: Taylor Wilson
Title: CFO
Date: 8/25/2020

ATTACHMENT A
University Educational Programs at Trinity Health System
Covered under this Master Agreement

Addiction Studies

Psychology

Social Work

Nursing

Communication Disorders

Physical Education

Corporate Fitness and Wellness Management

Athletic Training

Exercise Science and Rehabilitation

Special Education

Pre-Professional Programs

ATTACHMENT B

Trinity Sites Covered under this Master Agreement

Hospital/Home:

Trinity Hospital
Trinity Hospital – St. Joseph’s
Trinity Homes
Trinity Kenmare Hospital

Outpatient Centers:

Trinity Health Center - Medical Arts
Trinity Health Center – East
Trinity Health Center – West
Trinity Health Center – Riverside
Trinity Health Center – Town and Country
Trinity Health East Ridge
Trinity Health South Ridge
Trinity Home Health/Hospice
Trinity Cancer Center

Clinics – Primary Care Clinics:

Trinity Community Clinic – Garrison
Trinity Community Clinic – Kenmare
Trinity Community Clinic – Mohall
Trinity Community Clinic – New Town
Trinity Community Clinic – Velva
Trinity Community Clinic – Western Dakota

Specialty Clinics:

Trinity Health Center-South Ridge (Pain Management)
Trinity Health Center-East Ridge (Allergy/Immunology)
Trinity Health Center-Plaza 16 (Oral & Maxillofacial Reconstruction Center)

Ambulance:

Trinity Health Community Ambulance Services