

STUDENT EXPERIENCE AGREEMENT

This Student Experience Agreement is between Iowa State University of Science and Technology ("ISU") and Public Health-Sauk County-WIC ("Facility"). The purpose of this agreement is to provide supervised practical experiences (which may be clinical or non-clinical) at Facility to students enrolled at ISU in the mutually agreed upon programs listed in Exhibit A.

I. RESPONSIBILITIES OF ISU

- a. ***Education of Students.*** ISU shall retain ultimate responsibility for the education of its students. ISU shall organize and administer the overall program of education for students, establish learning objectives for students' practical experience, grade student performance, and discipline students if needed. ISU shall provide the learning objectives to Facility's liaison, preceptors, and supervisors. ISU shall have no employees on-site at Facility.
- b. ***ISU Liaison.*** ISU shall designate an employee to act as a liaison with Facility and coordinate the administrative and academic aspects of the practical experience.
- c. ***Student Qualifications.*** ISU shall assign to Facility only students who have appropriate educational background and skills consistent with the practical experience to be offered at Facility. ISU shall provide Facility with the name and academic background of each student assigned to Facility.
- d. ***Student Background Check.*** Prior to a student's commencement of the practical experience at Facility, the student shall obtain a background check to provide to ISU and Facility. The student or ISU will pay for the cost of the background check. The scope of the background check is set forth in Exhibit B. If Facility requires a background check with a different scope, Facility shall inform the ISU liaison and ISU shall require the student to obtain the background check required by Facility and to provide the results to Facility. ISU shall not assign a student to Facility if Facility informs ISU that the student's background check results make the student ineligible for a practical experience at Facility.
- e. ***Student Certifications.*** If the practical experience is a clinical experience, prior to a student's commencement of the clinical experience at Facility, ISU shall require the student to have certifications relating to the Health Insurance Portability and Accountability Act ("HIPAA"), cardiopulmonary resuscitation, and universal precautions (bloodborne pathogens). If Facility requests documentation of the student's certifications, ISU shall inform the student to provide the documentation to Facility.
- f. ***Student Health Status.*** If the practical experience is a clinical experience, prior to a student's commencement of the clinical experience at Facility, ISU shall obtain from the student the immunization documentation set forth in Exhibit B. If Facility requests documentation of the student's immunization status or health screening results, ISU shall require the student to provide the documentation to Facility. If Facility requires additional immunizations or health screenings, Facility shall inform the ISU liaison and ISU shall require the student to obtain them and to provide documentation of them to Facility.

- g. ***Advising Students of Rights and Responsibilities.*** ISU will inform each student assigned to Facility that he or she is responsible for:

- i) attending any orientation or other training required by Facility;
- ii) complying with all applicable rules, regulations, policies, and procedures of Facility;
- iii) submitting to Facility all information and documentation requested by Facility;
- iv) maintaining health insurance and submitting proof of such insurance to Facility if requested by Facility;
- v) wearing appropriate attire and badge as required by Facility;
- vi) maintaining the confidentiality of Facility's patient, client, student, and other business records, complying with HIPAA and any other laws or policies applicable to Facility's records, and signing any confidentiality agreement required by Facility;
- vii) providing the student's own transportation and living arrangements while participating in the practical experience at Facility; and
- viii) paying for any damage student causes to Facility's equipment or property.

ISU shall also inform students that that they are not deemed employees of Facility while participating in the practical experience at Facility, will not receive wages or benefits during the practical experience, are not covered by Facility's workers' compensation insurance in case of injury, and should have no expectation of employment with Facility upon the conclusion of the clinical experience.

- h. ***Confidentiality of Facility Records.*** ISU shall inform students of their obligations with respect to Facility business records, including those related to Facility's patients, clients, or students, as set forth in the *Advising Students of Rights and Responsibilities* section of this agreement. ISU shall advise students not to provide ISU any Facility business records. If ISU receives such records from a student or from Facility, ISU shall comply with any privacy laws applicable to the records. ISU shall protect the confidentiality of Facility's records, use Facility's records solely to provide the practical experience to students, and not disclose Facility records to third parties without the prior written permission of Facility unless legally required otherwise. Facility retains all title and rights to its records, and nothing in this agreement shall be deemed to convey any rights to ISU in the records.
- i. ***ISU Termination of Practical Experience.*** ISU may terminate a student's participation in the practical experience when, in ISU's sole discretion, continuing the experience would no longer be appropriate. ISU shall notify the Facility's liaison of the suspension or termination of the practical experience.
- j. ***ISU Insurance.*** If the practical experience is clinical, during the term of this agreement, ISU shall provide or each Student shall maintain with a commercial carrier professional liability insurance with a minimum annual coverage limitation of \$1 million per claim and an annual aggregate coverage limitation of \$3 million. The cost for this professional liability insurance shall be borne

by ISU or the student. ISU, as an agency of the State of Iowa, is self-insured for general and professional liability under the Iowa Tort Claims Act for itself and its officers, employees, and agents. ISU provides workers' compensation to ISU employees in accordance with Iowa Code Section 8A.457. At Facility's request, ISU or the student shall provide to Facility certificates of insurance, or other documents in the case of a self-insured program, evidencing the coverage and shall notify Facility of the cancellation, termination, or non-renewal of, or material change in, such insurance coverage.

II. **RESPONSIBILITIES OF FACILITY**

- a. ***Practical Experience.*** Facility shall provide students with a practical experience at Facility. Facility shall ensure that the activities students engage in at Facility have educational value and meet the learning objectives provided by ISU. Facility shall provide supervision of the practical experience activities as is reasonable and appropriate to the circumstances and to the student's level of training. Students shall have the status of trainees, are not to replace Facility staff, and are not to render unsupervised patient care and/or services. Facility shall retain full authority and responsibility for patient, client, or student care.
- b. ***Facility Liaison and Preceptors/Supervisors.*** Facility shall designate an employee to act as a liaison with ISU's liaison to coordinate the administrative and academic aspects of the practical experience. Facility shall also designate qualified and competent employees in an adequate number to serve as supervisors or preceptors who will provide instruction and supervise the training of students at Facility. Facility shall ensure that the designated supervisors or preceptors have appropriate credentials and require them to participate in any training required by ISU.
- c. ***Facility Requirements.*** Facility shall inform the ISU liaison and student of any additional Facility requirements with respect to student background checks and student health status beyond what is set forth in Exhibit B. Facility is responsible for final determination of whether the student has met Facility requirements.
- d. ***Orientation.*** Facility shall provide student with an orientation to Facility. The orientation shall include, but will not be limited to, instructions concerning Facility's rules, regulations, policies, procedures, confidentiality, and, if a clinical experience, universal precautions.
- e. ***Student Performance.*** Facility shall provide feedback on student performance using forms provided by ISU or as mutually agreed upon. Facility shall notify the ISU liaison as soon as possible of concerns relating to a student's performance.
- f. ***Confidentiality of Student Information.*** Facility may receive or generate information regarding the student's participation in the practical experience, such as academic records, training certifications, immunization records and health screening results, and background check results (collectively, "***Student Information***"). Facility shall protect the confidentiality of Student Information, use Student Information solely to provide the clinical experience to student, and not disclose Student Information to third parties without the student's written consent unless legally required otherwise.
- g. ***Facility Termination of Practical Experience.*** Facility may immediately terminate a student's participation in the practical experience at Facility for behavior that threatens the health or safety of Facility's patients, clients, students, employees, or visitors or continued operation of

Facility. Facility shall notify the ISU liaison of the termination and the reason for it as soon as practicable. If Facility desires to terminate a student's participation for any other reason, it shall notify the ISU liaison of the reasons and consult with the ISU liaison prior to terminating the student's participation.

- h. **Facility Insurance.** During the term of this agreement, Facility shall maintain with commercial carriers or through a self-funded insurance program, as applicable (i) general and professional liability insurance with a minimum annual coverage limitation of \$1,000,000 per occurrence and an annual aggregate of \$3,000,000; and (ii) workers' compensation insurance and unemployment insurance covering all employees, in accordance with applicable state statutory limits. At ISU's request, Facility shall provide ISU certificates of insurance, or other documents in the case of a self-insured program, evidencing the coverage and shall notify ISU of the cancellation, termination, or non-renewal of, or material change in, such insurance coverage.

III. MUTUAL RESPONSIBILITIES

- a. **Assignment of Students to Facility.** A student is not guaranteed a practical experience at Facility. ISU and Facility must mutually approve the assignment of a student to Facility on an individual basis. ISU and Facility shall mutually agree on the length, dates, and schedule for each student's practical experience and whether it is deemed clinical or non-clinical.
- b. **Compliance with Law.** Each party shall comply with applicable law in connection with the provision of the practical experience.
- c. **Equal Opportunity.** Neither ISU nor Facility shall discriminate against students because of race, color, religion, national origin, ethnicity, age, gender, gender identity, sexual orientation, marital status, veteran status, disability, genetic information, or any other legally protected class status.
- d. **Indemnification.** To the extent permitted by law, each party shall indemnify and hold harmless the other party for claims, liabilities, damages, and expenses, including, without limitation, legal expenses, arising from the negligent or wrongful acts or omissions of the indemnifying party or its officers, employees, or agents. Each party reserves any immunities and defenses to which is entitled by law.

IV. TERM AND TERMINATION

- a. **Term.** This agreement shall be for an initial term of one year commencing on the last date of execution by the parties as indicated on the signature page to the Agreement ("**Initial Term**"). This Agreement will automatically renew for one-year successive terms (each renewal included with the Initial Term collectively referred to as the "**Term**"), unless terminated sooner by either party in accordance with this Agreement.
- b. **Termination.** This agreement may be terminated by either party, with or without cause, following thirty days advance notice to the other party. No termination shall be effective until the completion of the practical experience by those students participating in the practical experience at Facility at the time the notice is given.

V. **GENERAL PROVISIONS**

- a. ***Status of Parties.*** ISU and Facility are independent contractors. In no event shall this agreement be construed as establishing a partnership, joint venture, joint employment, or similar relationship between the parties. Each party's employees providing services in connection with the clinical experience shall remain the employees of the party and are not the employees or agents of the other party and are not entitled to any wages or benefits from the other party. Students shall not be deemed employees of ISU or Facility while participating in the practical experience, shall not receive wages or benefits during the practical experience, are not covered by ISU's or Facility's workers' compensation insurance, and are not entitled to employment with Facility upon the conclusion of the practical experience.
- b. ***Assignment; Third Party Beneficiaries.*** Neither party may assign this agreement to any party or entity without the prior written consent of the other party. This agreement inures solely to the benefit of the parties hereto and any permitted assigns, and does not, and will not, be construed to create any third-party rights, including, without limitation, any third-party beneficiary rights to students.
- c. ***Entire Agreement.*** This agreement is the entire contract between the parties. It supersedes all prior agreements between ISU and Facility with respect to the clinical experience.
- d. ***Amendment.*** No modification of this agreement will be effective unless it is in writing and signed by the parties.
- e. ***Governing Law.*** The law of the State of Iowa, without giving effect to its conflict of law rules, governs all adversarial proceedings brought by one party against the other party arising from this agreement. The parties shall institute adversarial proceedings in a court of competent jurisdiction in the State of Iowa.
- f. ***Severability.*** If a court determines a provision of this agreement is unenforceable, the provision shall be amended to the minimum extent necessary to render it enforceable. If such amendment is not possible, then the provision shall be disregarded, and the remainder of this agreement shall remain in effect. If, however, amending or disregarding the provision deprives a party of a material benefit intended to be conferred by this agreement, then this agreement shall be deemed terminated.
- g. ***No Waiver.*** Any failure of a party to enforce a provision of this agreement shall not be construed or act as a waiver of the party's subsequent right to enforce term of this agreement.
- h. ***Nonexclusive Agreement.*** This agreement is nonexclusive. Each party may participate in other practical or clinical experience programs.
- i. ***Name or Logo.*** Neither party shall use the other party's name, trademark, service marks or logo or the names of its employees or students in any publicity, advertisement, or endorsement or as a business reference without the prior written consent of the other party. However, the foregoing shall not prohibit either party from disclosing general factual information about the existence of this Agreement for purposes other than publicity, advertisement, or endorsement.

- j. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given: (i) upon hand delivery; (ii) the next business day after sending by a nationally recognized overnight carrier with written confirmation of receipt or (iii) if sent by email, when the recipient acknowledges having received the email. Notices shall be addressed to the other party as follows:

If to ISU:

Iowa State University
220 MacKay, 2302 Osborn Dr
Ames, IA 50011-1078
ATTN: Program Specialist – Agreements
apackard@iastate.edu

If to Facility:

Public Health Sauk County
Sauk County WIC
505 Broadway
Baraboo, WI 53913
Attention: Joyce Smidl- Nutrition Program Director
Joyce.smidl@saukcountwi.gov


Signatures appear on the following page

Signature Page

Each party represents that the person executing this Agreement on its behalf is authorized to do so. The parties consent to the Agreement being delivered by electronic transmission in PDF format. The parties also consent to the use of electronic signatures in connection with the signing of this Agreement. The parties agree the electronic signatures shall be legally binding with the same force and effect as manually executed signatures if they are made using a technology designed for electronic signatures (e.g., DocuSign or Adobe Sign).

Iowa State University of Science and Technology

Public Health Sauk County/WIC

By: 
Name: Laura D. Jolly, PhD
Title: Dean, College of Human Sciences
Date: 10/31/2023


By: 
Name: BRENT R. MILLER
Title: ADMINISTRATOR
Date: 10/16/2023

EXHIBIT A

ISU Programs List:

- Individualized Supervised Practice Pathway (ISPP)
- Master of Professional Practice in Dietetics (MPP)
- Master of Athletic Training
- Concurrent Bachelor of Science and Master of Science in Diet and Exercise
- Bachelor of Science in Kinesiology and Health with a focus in one of the following:
 - Exercise Science
 - Community and Public Health
 - Physical Activity and Health Promotion

EXHIBIT B

Background Check:

ISU currently arranges for a third party to conduct a background check on dietetics students. The background check includes:

- Nationwide Criminal Search (including DOC and AOC)
- Nationwide Sex Offender Search (including 107 nationwide offender sources)
- County Criminal Search (all jurisdictions searched using name and address history for the past 7 years)
- National Security Search (OFAC's Specially Designated Nationals List, FDA's Debarment List, OIG's Exclusion List, OCC's Enforcement Actions List, GSA's Excluded Parties List and FBI and DEA Lists)

Student Health Status:

ISU requires the students to document current immunizations including:

- Two documented TB Mantoux/PPD tests; one within past twelve months. If positive Mantoux/PPD test, then must have recent negative chest X-ray.
- MMR vaccination or titer showing immunity
- Tdap vaccination within the last 10 years
- Hepatitis B vaccination or titer showing immunity
- Varicella vaccination or titer showing immunity
- Annual flu vaccination (requirement varies by program but will adhere to Facility policies)