

STUDENT TRAINING AGREEMENT

This **Student Training Agreement** (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between **THE STATE OF MINNESOTA ACTING THROUGH ITS BOARD OF TRUSTEES OF THE MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF LAKE SUPERIOR COLLEGE** (“Sponsoring Institution”) **DAVITA DIALYSIS CONTRACTING, LLC** on its own behalf and on behalf of and for the benefit of the following other affiliates of DaVita HealthCare Partners Inc.: Total Renal Care, Inc.; Amery Dialysis, LLC; Rio Dialysis, LLC; Renal Treatment Centers – Illinois, Inc. (together with DaVita Dialysis Contracting, LLC, collectively, “the Company.”)

WHEREAS, Sponsoring Institution offers to enrolled students a degree program in the field of Nursing and/or Health Science (the “Program”); and

WHEREAS, Sponsoring Institution conducts and maintains a Program into which it admits properly qualified individuals for training (“Students”); and

WHEREAS, Company operates free-standing outpatient dialysis facilities, which are outlined on Exhibit “A” (each individually referred to as a “Facility”, or collectively referred to as “Facilities”);

WHEREAS, it is expressly agreed by the parties that wherever “Company” is used in this Agreement, its legal entity, as set forth on Exhibit “A”, is solely with respect to the Facility which the legal entity owns and operates; and

WHEREAS, Company conducts, maintains, and carries on a health-related activity and is willing to provide clinical training and/or observation to Students of Sponsoring Institution, so long as such training does not interfere with Facilities’ obligations to patients; and

WHEREAS, the parties desire to establish their respective rights, responsibilities, and obligations in the Program.

NOW, THEREFORE, in consideration of the agreements herein contained, it is hereby mutually agreed between Sponsoring Institution and Company as follows:

1. RESPONSIBILITIES OF SPONSORING INSTITUTION:

Sponsoring Institution will perform the following acts, duties, and services:

a. Sponsoring Institution will assign Students who have successfully completed appropriate classroom education and clinical training experience as Program internship participants to a chosen Facility.

b. Sponsoring Institution will inform Students that Company requires them to have their own health insurance and that Students will be required to provide Company with evidence of the health insurance before a Student is permitted to begin a clinical training experience.

c. On or before commencement of the Initial Term of this Agreement, Sponsoring Institution will designate a representative to work with Facilities’ representatives to coordinate the administrative and academic aspects of the Program internship. Sponsoring Institution will not assign any faculty member to Facilities in connection with the operation of the Program

internship who is not appropriately licensed or certified, and will keep evidence of the licensure or certification of all assigned faculty on file with each Facility at all times.

d. Sponsoring Institution will inform each Student that he or she is responsible for:

(i) respecting the confidentiality of Company's or Facility's patients and Facility's patient records (and enabling Facility's compliance with) the requirements of regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160 and 164, subparts A and E (the "Privacy Rule") and 45 C.F.R. Part 164, subparts A and C (the "Security Rule") for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996, as amended by any other statute, rule and/or regulation, including Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. No., 111-5), otherwise known as the Health Information Technology for Economic and Clinical Health Act ("HITECH") (collectively "HIPAA");

(ii) complying with all applicable rules, regulations, policies, and procedures of Company;

(iii) complying with all state laws and regulations regarding the scope of practice of student interns, including refraining from any unsupervised work normally performed by employees of the Facility;

(iv) wearing appropriate Facility attire;;

(v) complying with all policies concerning universal precautions, including wearing personal protective equipment;

(vi) paying all applicable expenses, including, without limitation, meals, laundering of uniforms, medical expenses, transportation, and books;

(vii) providing Company with records of each Student's physical examinations, immunization statuses, and other medical tests as requested by Company and consistent with Company's policies;

(viii) obtaining written permission from Company and Sponsoring Institution before publishing any material related to the Program experience; and

(ix) providing Company with any information it needs, including, without limitation, signing all requisite forms, to allow Company to conduct a background check on the Student (the background check will not include a report on the Student's credit capacity or credit history) and a drug test;

e. Sponsoring Institution will obtain, upon request of Company, any authorization from Students necessary for the release of confidential records, including, without limitation, Students' medical records and educational records that are relevant to their participation in the clinical training experience and/or observation at Facility.

f. Sponsoring Institution shall advise Students that they are not to receive wages during this Program internship, that they are not deemed employees of Company or Sponsoring Institution, that they will not be performing any vocational training duties unsupervised, that they are not covered by Company's or Sponsoring Institution's workers' compensation insurance in

case of injury, and that they should have no expectation of employment upon the conclusion of the Program internship.

g. Sponsoring Institution shall remove any Student from participation in the Program internship upon Company's request for any reason deemed reasonable and sufficient by Company or Facility, in its sole discretion, provided that Company or Facility will exercise said removal rights in a nondiscriminatory manner. In non-emergency instances, Company and/or Facility shall consult with Sponsoring Institution before taking any action to terminate the participation of a student.

h. Sponsoring Institution shall be responsible for maintaining all official records and reports concerning or in any way related to the participation of all Students in the Program internship and the Program. At no time shall the protected health information (as defined at 45 C.F.R. § 160.103) ("PHI") of any of Facility's patients appear in these official records or reports, or in any other communication (written or oral) to the Sponsoring Institution by either Facility or any Student.

i. Sponsoring Institution shall inform each Student that Company and/or Facility require each Student to sign a Statement of Responsibility in the form attached hereto as Exhibit B, and a Confidential Information Agreement in the form attached hereto as Exhibit C.

2. RESPONSIBILITIES OF FACILITIES:

Each Facility, acting by and through its Facility Administrator, will perform the following acts, duties, and services:

a. Facility will designate an employee who will act as a liaison between it and Sponsoring Institution, as well as employees who will supervise the vocational training of the Student(s) on site.

b. Facility will provide Student(s) and faculty with an orientation to Facility. The orientation shall include, but will not be limited to, instructions concerning Facility's rules, regulations, policies, procedures, universal precautions, and confidentiality.

c. Facility shall provide Student(s) with a structured vocational training internship consistent with the Student's Program and supervision commensurate with the Program internship. Facility shall also provide personnel and related resources to implement the internship.

d. Facility shall permit Student(s) to use equipment at Facility, under employee supervision, as Facility determines appropriate, and Facility shall provide Students with access to its break room.

e. Facility shall provide, or be responsible for providing, at Students' expense, emergency medical care for any Student as may be necessary for any illness or injury arising from any activity the Student was engaged in as part of the Program internship. The Student is responsible for paying the Student's medical expenses. Nothing in this Agreement shall be construed as an assumption of liability by Company or Facility or Sponsoring Institution for any injury suffered by a Student during his or her experience at Facility.

f. Company and Facility retain the right to request removal of any Student from participation in the Program internship who, for any reason deemed sufficient by Company or Facility, in its sole discretion, is not complying with the terms and conditions of this Agreement or Facility's policies and procedures; is disruptive; is behaving in a manner detrimental to the Facility and/or Facility's patients, including drug or alcohol use; or is not participating in the Program internship at a level which will permit the Student to achieve the benefits of his/her experience; provided, however, that Company or Facility exercises said privilege in a nondiscriminatory manner. In non-emergency instances, Company and/or Facility shall consult with Sponsoring Institution before taking any action to terminate the participation of a student.

g. Facility shall provide Sponsoring Institution with periodic reports, in the format requested by Sponsoring Institution, concerning the progress of Student(s). However, Sponsoring Institution shall at all times remain solely responsible for the evaluation and grading of Student(s).

h. Sponsoring Institution acknowledges that Facility is not responsible for the design or implementation of the Program internship but is merely affording Students an opportunity to secure an observational and/or clinical training experience in a setting different from that maintained by Sponsoring Institution.

i. Facility is responsible for the safety and quality of care provided to its patients by the Students who are participating in the clinical training experience and/or observation at the Facility.

j. Facility will ensure that all Facility personnel who supervise Students in the clinical training experience and/or observation at Facility hold current, appropriate licensure and/or certification valid in the State of Minnesota.

3. MUTUAL RESPONSIBILITIES:

Sponsoring Institution and Facilities, in cooperation and collaboration with each other, agree as follows:

a. The parties agree to meet or confer by telephone or electronic means, at reasonably noticed and scheduled meetings, to plan and implement the learning experiences of Students.

b. Both parties shall agree on the period of time for each Student's experience prior to the beginning of the Program internship.

c. Both parties shall agree on the number of Students, necessary qualifications, and experience for the Program internship participants subject to space, time, and needs limitations.

4. CONFIDENTIALITY:

Except as required by law, Sponsoring Institution agrees to keep strictly confidential all confidential information, of Company, Facility and/or its patients, and not disclose or reveal any confidential information to any third party without the express prior written consent of Company or Facility. Sponsoring Institution shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Company or Facility. Sponsoring Institution, Company and Facility expressly acknowledge that under the "MnSCU *_Multi-campus and DaVita_* Student Training Agreement
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Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, with which Sponsoring Institution must comply, this Agreement is public data.

Sponsoring Institution Company and Facility mutually agree to comply with the applicable provisions of HIPAA. Both parties acknowledge and agree that, from time to time, HIPAA may require modification to this Agreement for compliance purposes. Both parties further acknowledge and agree to comply with reasonable requests by either party related to HIPAA.

Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Company and Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to Sponsoring Institution. Sponsoring Institution acknowledges and recognizes that the unauthorized disclosure of confidential information, as provided by this Agreement, or Protected Health Information (“PHI”), as defined by HIPAA, or the terms of this Agreement, unless specifically required by federal, state, or other law, shall be a material breach and Company or Facility may seek immediate injunctive relief and elect to institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, to enforce specific performance of Sponsoring Institution, to enjoin any threatened or actual breach of this Agreement by Sponsoring Institution, as appropriate, and/or to recover any damages resulting from the breach hereof and recover reasonable attorneys' fees and costs of prosecuting any such action.

5. TERM AND TERMINATION:

a. This Agreement shall be for an initial term of one (1) year commencing on the ____ day of _____, 20____ (“Term”), unless terminated sooner by either party in accordance with this Agreement. The parties may agree to renew this Agreement for one (1)-year successive terms thereafter up to a maximum of four (4) successive renewal terms. Such renewals shall be made by means of a written addendum to this Agreement which is signed by authorized representatives of the parties.

b. This Agreement may be terminated by either party, with or without cause, following thirty (30) days advance written notice by certified mail to the other party. No termination shall be effective until the completion of the Program internship by those Students participating in the Program internship at the time the notice is given, unless Facility, in its absolute and sole discretion, discovers that the performance of this Agreement exposes Facility’s patients and/or employees to harm or potential harm.

6. LIABILITY

Each party will be responsible for its own acts and omissions to the extent authorized by law and the results thereof. Sponsoring Institution’s liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736 and other applicable laws.

7. NO REMUNERATION:

No pay or remuneration will be given to either party for participation in the Program internship under this Agreement.

8. COMPLIANCE:

Sponsoring Institution and Company agree and certify that this Agreement is not intended to generate referrals for services or supplies for which payment may be made in whole or in part under any federal health care program. Sponsoring Institution and Company will comply with statutes, rules, and regulations as promulgated by federal and state regulatory agencies or legislative authorities having jurisdiction over the parties.

9. EXCLUDED PROVIDER

Sponsoring Institution hereby represents and warrants that Sponsoring Institution is not and at no time has been excluded from participation in any federally funded health care program, including, but not limited to, Medicare and Medicaid. Sponsoring Institution hereby agrees to notify Facility immediately after Sponsoring Institution becomes actually aware of any threatened, proposed, or actual exclusion of Sponsoring Institution from any federally funded health care program, including, but not limited to, Medicare and Medicaid. In the event that Sponsoring Institution is excluded from participation in any federally funded health care program during the term of this Agreement, or after the effective date of this Agreement, it is determined that Sponsoring Institution is in breach of this Section, and this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

10. INSURANCE:

Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

Commercial General Liability Insurance

Sponsoring Institution will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. § 3.736, subd. 4, with limits not less than \$500,000.00 per person and \$1,500,000.00 per occurrence for bodily injury and property damage.

Company will maintain Commercial General Liability insurance with limits not less than \$500,000 per occurrence and \$1,500,000 annual aggregate for bodily injury and property damage.

Professional Liability Insurance

Sponsoring Institution will maintain Professional Liability insurance for participating students (and faculty, if applicable) or cause any student participating in the program to maintain Professional Liability insurance, with limits not less than \$2,000,000 each claim and \$3,000,000 annual aggregate.

Company will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

Additional Conditions

An Umbrella or Excess Liability insurance policy may be used to supplement the Company's policy limits to satisfy the full policy limits required by the Agreement.

Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.

If Company receives a cancellation notice from an insurance carrier affording coverage herein, Company agrees to notify Sponsoring Institution within five (5) business days with a copy of the cancellation notice, unless Company's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to Sponsoring Institution.

Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. Sponsoring Institution is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of Sponsoring Institution, not to students.

11. GENERAL PROVISIONS:

a. **Status of Parties.** The parties agree that Sponsoring Institution and Company are independent contractors, and, as such, are not the agents of the other party and that employees of either party are not entitled to any benefits from the other party, including, but not limited to, workers' compensation, unemployment compensation, medical treatment (except as hereinabove provided), insurance, or any other benefits provided by either party to its employees, except as specifically required by law, and, in such case, only to the extent and for the purposes so required. Each party shall be liable for its own debts, obligations, acts, and omissions, including, without limitation, the payment of all required withholding, social security, and other taxes or benefits. In no event shall this Agreement be construed as establishing a partnership, joint venture, joint employment, or similar relationship between the parties hereto.

b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, understandings, negotiations, and representations concerning the subject matter of this Agreement not expressly set forth herein are void and of no force or effect whatsoever.

c. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

d. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

e. Notices. Any notice or communication required or permitted to be sent to the parties shall be in writing and shall be deemed to have been sufficiently and effectively given if mailed by certified or registered mail, return receipt requested, addressed to:

If to Company: DaVita Dialysis Contracting, LLC
c/o DaVita HealthCare Partners Inc.
2000 16th Street, 12th Floor
Denver, Colorado 80202
Attention: Group General Counsel

With copies to: DaVita HealthCare Partners Inc.
2000 16th Street, 12th Floor
Denver, Colorado 80202
Attention: General Counsel

And

If to Sponsoring Institution: The State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Lake Superior College
2101 Trinity Rd.
Duluth, MN 55811
Attention: Laurie Jensen, Dean of Allied Health and Nursing;
Nancy Swanson, Administrative Assistant to the Dean of Allied Health and Nursing

f. Governing Law. This Agreement shall be governed and interpreted according to the laws of the **State of Minnesota**, without regard to the conflicts of laws principles thereof.

g. Severability. Should any portion of this Agreement be declared invalid by a court of competent jurisdiction, then, and in that event, it is the intention of the parties that the remainder of said Agreement shall remain in full force and effect.

h. Nonexclusive Agreement. This Agreement is nonexclusive. Either party reserves the right to participate in other clinical training programs.

i. Nondiscrimination. Neither the Sponsoring Institution nor the Company will discriminate against any person because of race, color, religion, creed, sex, national origin, age, disability, sexual orientation, marital status, veteran status, status with regard to public assistance, Vietnam-era veteran status, or any other protected class status.

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j. Assignment. 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. Notwithstanding the foregoing, Company may assign this Agreement to any of its affiliates or subsidiaries without the consent of Sponsoring Institution. This Agreement will be binding upon and inure to the benefit of the successors, permitted assigns, heirs, and representatives of Company. Any attempted assignment of this Agreement in violation of the provisions of this section is void.

k. Amendment. This Agreement shall not be amended or modified, except by an instrument in writing duly executed by the parties hereto.

l. Name or Logo. Neither party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval, which approval shall not be unreasonably withheld. The parties further agree, however, that this section does not prohibit Sponsoring Institution from using Company or Facility's name for the purpose of informing Sponsoring Institution students of the potential opportunity to participate in a clinical educational experience at a Facility covered by this Agreement.

m. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Copies of signatures sent by facsimile transmission will be deemed to be originals.

n. Minnesota Government Data Practices Act. Facility and Sponsoring Institution must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Sponsoring Institution in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Facility in accordance with this Agreement. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this clause by either Facility or Sponsoring Institution. In the event Facility receives a request to release the data referred to in this clause, Facility must immediately notify Sponsoring Institution. Sponsoring Institution will give Facility instructions concerning the release of the data to the requesting party before the data is released.

o. Approval by DaVita HealthCare Partners Inc. ("DaVita") as to Form. The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita as to the form of hereof.

p. Non-Discrimination. The parties agree to comply with all applicable nondiscrimination laws and laws relating to access to facilities and services for disabled persons.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement as of the date indicated next to their signature below to be effective as set forth in paragraph 5 of this Agreement. Additionally, Company's signature below shall be recognized as that legal entity individually signing solely with respect to each Facility it owns and operates as set forth on Exhibit "A".

STATE OF MINNESOTA ACTING THROUGH ITS BOARD OF TRUSTEES OF THE MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF LAKE SUPERIOR COLLEGE

By: _____
Print Name: _____ Date _____
Title: _____

By: _____
Print Name: _____ Date _____
Title: _____

COMPANY

DAVITA DIALYSIS CONTRACTING, LLC

By: _____
Name: _____ Date _____
Title: Division Vice President

Approved as to Form for DaVita HealthCare Partners Inc.:

By: _____
Name: _____
Title: _____

EXHIBIT A**FACILITIES**

Legal Entity	Facility Information
Total Renal Care, Inc.	Arden Hills Dialysis Unit #202 3900 Northwoods Dr. Suite 110 Arden Hills, MN 55112-6911
Total Renal Care, Inc.	Maplewood Dialysis Center #206 2785 White Bear Ave. N. Suite 201 Maplewood, MN 55109-1320
Total Renal Care, Inc.	St. Paul Dialysis #209 555 Park St. Suite 180 Saint Paul, MN 55103-2192
Total Renal Care, Inc.	University Dialysis Unit Riverside #210 1045 Westgate Dr. Suite 90 Saint Paul, MN 55114-1079
Total Renal Care, Inc.	West St. Paul Dialysis Unit #211 1555 Livingston Ave. West Saint Paul, MN 55118-3411
Total Renal Care, Inc.	TRC – Pine City #220 129 6 th Ave. SE Lakeside Medical Center Pine City, MN 55063
Total Renal Care, Inc.	St. Paul Capitol Dialysis #228 555 Park St. Suite 230 Saint Paul, MN 55103-2193
Total Renal Care, Inc.	River City Dialysis #229 1970 Northwestern Ave. S. Stillwater, MN 55082-6567
Total Renal Care, Inc.	Woodbury Dialysis Unit #231 1850 Weir Dr. Suite 3 Woodbury, MN 55125-2260
Total Renal Care, Inc.	St. Croix Falls Dialysis Center #250 744 E. Louisiana St. Saint Croix Falls, WI 54024-9501
Total Renal Care, Inc.	Wyoming Dialysis #255 5657 257 th St. Wyoming, MN 55092
Total Renal Care, Inc.	Highland Park Dialysis #2357 1559 7 th St. W.

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	Saint Paul, MN 55102-4243
Total Renal Care, Inc.	Sun Ray Dialysis #2410 1744 Old Hudson Rd. Saint Paul, MN 55106-6118
Amery Dialysis, LLC	Amery Dialysis #4305 970 Elden Ave. Amery, WI 54001-1448
Rio Dialysis, LLC	Robbinsdale Dialysis #5048 3461 W. Broadway Ave. Robbinsdale, MN 55422-2955

EXHIBIT B

STATEMENT OF STUDENT'S RESPONSIBILITIES

I acknowledge that I voluntarily agree to participate in a student training program centered around the proper and safe operation of providing dialysis and/or peritoneal related services to patients with end-stage renal disease (the "Student Internship Program") operated by **DAVITA DIALYSIS CONTRACTING, LLC** ("Company"), which will be administered under the laws and regulations of the state where I complete the Student Internship Program. I understand that more information on Student Internship Program state laws and restrictions is available through my Facility administrator at the Student Internship Program Facility.

I also acknowledge and agree that in order to participate in the Student Internship Program and observe Company patients, I agree to act within the scope of instructions given to me, and I will always conduct myself in a safe and prudent manner. I also acknowledge that I have discussed and will continue to discuss the Facility operations with the appropriate members of the care team and/or faculty members of **THE STATE OF MINNESOTA ACTING THROUGH ITS BOARD OF TRUSTEES OF THE MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF LAKE SUPERIOR COLLEGE** ("Sponsoring Institution"), and have learned about the various risks and dangers that I may be exposed to when I enter the Facility. The risks we have discussed include, without limitation, the risk of exposure to blood products and fluids, which could result in exposure to and infection with the AIDS virus or hepatitis, as well as the risk of exposure to other infectious diseases, such as tuberculosis and other airborne diseases or pathogens and other inherent risks associated with interacting with the public and patients at the Facility.

I also understand I will not be asked to, and will not, enter any patient record information or submit any billing or reimbursement information under health care programs. All billing and patient information is entered by Company employees.

It is the intention of the Company that my Student Internship Program experience and activities be educational, pleasant, and rewarding. In the event that any Student Internship Program experience or observation I see which is questionable, objectionable or if I am uncomfortable with a task I am asked to do, I am urged to seek out Facility or Company management to voice my concerns privately with a Company manager. I am also free to call the DaVita Compliance Hotline at 888.458.5848 in the event I feel my concerns are not properly addressed in the Facility.

For and in consideration of the benefit provided to me in the form of observing, monitoring and assisting with appropriate administrative and clinical tasks detailed to me by the Facility manager or the mentor assigned to me, I and my heirs, successors, and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by me while participating in the Student Internship Program operated by Sponsoring Institution at the Facility.

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In addition to the foregoing, I and my heirs, successors, and/or assigns hereby covenant and agree to indemnify and hold harmless Company and Facility for any injury or loss sustained by me while participating in the Student Internship Program operated by Sponsoring Institution at Facility, or any injury or loss arising from my actions while participating in the Student Internship Program or being at the Facility.

Any capitalized terms not otherwise defined herein this Exhibit B have the meaning ascribed to them in the Student Training Agreement between Company and Sponsoring Institution.

Dated this _____ day of _____, 20_____.

Student's Signature

Student (Print Name)

Witness

Witness (Print Name)

Student was given a copy of this form: _____ (Company employee initials)

EXHIBIT C

CONFIDENTIAL INFORMATION AGREEMENT (“Agreement”)

I understand the importance of preserving the confidential nature of the information of **DAVITA DIALYSIS CONTRACTING, LLC** (“Company”). This includes, but is not limited to, DaVita’s, Company’s, and Facility’s data and records relative to business interests, computer systems and programs, projections, business plans, inventions, trade secrets, know-how, as well as information wherein DaVita, Company, or Facility has an obligation of confidentiality to a third party and information concerning any patient, employee, physician, independent contractor, student, fellow, or volunteer. I understand the necessity that such information not be compromised for any reason other than necessary business or medical communications and treatment needs.

I further understand that patient information, including but not limited to Protected Health Information, as defined by the HIPAA Privacy Rule at 45 C.F.R. 160.103 (“PHI”), is confidential and not to be discussed with or disseminated to anyone, either inside or outside Company, except on an as-needed basis for the treatment of the individual, payment related thereto, or for Company’s healthcare operations in compliance with federal and state regulations. Unauthorized dissemination may be a violation of federal and state laws. My obligations with regard to this PHI include, but are not limited to, the following:

- (a) I agree to not use or disclose PHI other than as permitted or required by this Agreement or as permitted or required by law.
- (b) I agree to use appropriate physical and technical safeguards to prevent the use or disclosure of DaVita’s or Company’s PHI for any purpose other than pursuant to Sponsoring Institution’s underlying Student Training Agreement.
- (c) I shall implement and maintain safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (“e-PHI”) that I create, receive, maintain or transmit on behalf of DaVita or Company.
- (d) I agree that upon termination of this Agreement, Sponsoring Institution’s Student Training Agreement, or the expiration or termination of my internship with Company, I will return or destroy all PHI received from or created or received on behalf of DaVita or Company. In the event that DaVita or Company determines that return or destruction is not feasible, I will extend the protections required in this Subsection (d) to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- (e) Company and I agree to comply with all applicable rules and regulations promulgated under HIPAA in effect.
- (f) I will report to Company, within a reasonable time period of discovery, any (i) Security Incident, or (ii) Security Breach as defined at 45 C.F.R. Part 164, Subpart D. My report will include:

- (i) The nature of the non-permitted use or disclosure including how such use or disclosure was made;

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- (ii) The unsecured PHI used or disclosed;
- (iii) If possible and applicable, the identity of the person/entity who received the unsecured PHI;
- (iv) What corrective action I took (if applicable);
- (v) What I did to mitigate any deleterious effect (if applicable); and
- (vi) Such other information as Company or DaVita may request.

(g) At all times during the term of this Agreement, I will comply with all applicable federal, state and local laws, rules and regulations pertaining to patient records and the confidentiality of patient information, including DaVita's or Company's PHI.

I am also aware and fully understand that any violation of this Agreement is grounds for corrective action, up to and including immediate termination of any agreement between Company or DaVita and any of their subsidiaries and/or related organizations by which I am bound.

(Any capitalized terms not defined in this Agreement will have the meaning given to them in the underlying Student Training Agreement between Sponsoring Institution and Company.)

Student's Name Printed _____

Signature _____

Date _____

Sponsoring Institution **STATE OF MINNESOTA ACTING THROUGH ITS BOARD OF TRUSTEES OF THE MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF LAKE SUPERIOR COLLEGE**