

CLINICAL EXPERIENCE AGREEMENT

THIS AGREEMENT (hereinafter “Agreement”) is made and effective as of this 21st day of April, 2026 (“Effective Date”), by and between **DSDT College**, an educational institution located at 1759 W. 20th Street, Detroit, MI 48216 and its subsidiaries and affiliates (hereinafter referred to as “Institution”) and **Central Maine Medical Center**, a Maine non-profit corporation located at 300 Main Street, Lewiston, Maine, **Bridgton Hospital**, a Maine non-profit corporation located at 10 Hospital Drive, Bridgton, Maine, and **Rumford Hospital**, located at 420 Franklin Street, Rumford, Maine (hereinafter collectively referred to as “SITE”).

WHEREAS, Institution is a degree-granting educational institution and/or provides training and education on behalf of its students; and

WHEREAS, Institution is desirous of providing educational experience to its students involving participation in a supervised clinical setting; and

WHEREAS, SITE is willing to establish a relationship with Institution to enable Institution’s students to receive clinical experience at a SITE affiliated facility (“Facility”) subject to the provisions of this Agreement (“Clinical Experience”).

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

I. DUTIES AND RESPONSIBILITIES OF INSTITUTION:

- (a) *Selection of Students.* Institution shall be responsible for the selection of qualified students to participate in the Clinical Experience. The parties will mutually agree upon the number of students to participate in the Clinical Experience during each academic semester for the term of this Agreement.
- (b) *Education of Students.* Institution shall assume full responsibility for the classroom education of their students. Institution shall be responsible for the administration of the Clinical Experience component of the education of its students, including but not limited to the curriculum content, the requirements of matriculation, grading, graduation and appointment and supervision of the Institution's faculty who will oversee Institution’s students during the Clinical Experience.
- (c) *Competency of Students.* Institution agrees to provide competent students as specified by the SITE and/or the Facility, in accordance with participation standards fixed by the SITE and/or the Facility. Institution shall screen students to determine their qualifications and competence in accordance with such standards, the terms of this agreement, and the policies and procedures of SITE and/or the Facility, and the current published standards of the Joint Commission (the “competency standards”). The Institution acknowledges and agrees that SITE and/or the Facility shall have the right to exclude any student from Clinical Experience who fails to meet

the competency standards or is deemed at any time to be unqualified for the Clinical Experience.

- (1) In compliance with Joint Commission Standards and SITE Policy, students must pass appropriate background screenings that include the following searches:
 - i. Social Security Address/ Alias Trace;
 - ii. State of residence criminal background search;
 - iii. National sex offender search;
 - iv. Office of Inspector General search; and
 - v. Excluded Party List System search.
 - (2) Documentation of the screening must be provided at least two weeks prior to the commencement of the Clinical Experience. Accepted forms of documentation include:
 - i. A copy of the screening itself, or;
 - ii. a signed letter of attestation on school letterhead stating that the student(s) name has been completed and that there are no results.
 - (3) If the Institution does not conduct background screenings that meet the standard above, SITE, upon request from the Institution, can provide the screening for a fee.
 - (4) Institution acknowledges and agrees that any student who has failed to pass the background screenings specified in subparagraph (c)(1) or any student as to whom the documentation required by subparagraph (c)(2) has not been or cannot be supplied, will not be allowed to participate in the Clinical Experience.
- (d) *Submission of Candidates.* Institution shall submit the names of the students to the SITE Director of Education and/or designee at least four weeks prior to the commencement of the Clinical Experience.
- (e) *Policies of SITE.* Institution will review with each student the Informational Handbook provided by SITE. The signed acknowledgement form attached to the Handbook must be executed by each participating student and provided to SITE at least two weeks prior to the commencement of the Clinical Experience. Institution will inform each student that SITE policy includes for-cause drug screening, and that by participating in the Clinical Experience, student will be subject to for-cause drug screening by SITE.

(f) *Advising Students of Rights and Responsibilities.* Institution is responsible for advising students of their responsibilities under this Agreement. All students must abide by the policies and procedures of SITE as well as the policies and procedures of the Facility to which they are assigned. Any student who fails to abide by any such policy and/or procedure may be expelled from the Clinical Experience. If SITE or Facility deems the student is in any way a danger to patients, staff, the general public, or themselves, SITE may expel the student immediately. For reasons other than safety concerns, Institution shall be given seven (7) calendar days' notice of expulsion. The student will cease participation in the Clinical Experience during the notice period.

(g) *Health Status.*

i. Proof of immunizations as required by *State of Maine Immunization Requirements for Healthcare Workers* (10-144 CMR Ch. 264), including by not limited to the following immunizations must be provided to SITE at least two weeks prior to the commencement of the Clinical Experience.

1. Measles (Students born prior to January 1, 1957, are exempt from the Measles vaccination requirement.).
2. Mumps;
3. Rubella;
4. Varicella;
5. Hepatitis B;
6. Tuberculin test – (Either PPD (skin test) T-spot, or quantiferion Gold; and
7. Influenza.

ii. If additional examinations or medical procedures are required, each student must be in compliance as a condition for participation.

iii. Any student who cannot supply the required proof of immunization, other examinations, and medical procedures, which may be required may not be allowed to participate in the Clinical Experience at SITE's option.

(h) *Scheduling.* Institution shall plan the assignment and schedules of students participating in the Clinical Experience in cooperation with SITE.

(i) *Professional Liability Insurance.* Institution shall be responsible for procuring liability insurance for itself and its faculty, employees, agents and other representatives at its expense. Institution will also ensure that each student is covered by liability insurance during student's Clinical Experience. The limits of each policy shall be a minimum of \$1,000,000.00 per claim and \$3,000,000.00 aggregate. If Institution's insurance coverage is claims based, Institution

agrees to maintain claims based coverage for six (6) years following the expiration or termination of this Agreement for any reason. Institution shall provide to SITE a current certificate of insurance prior to execution of this Agreement and within thirty (30) days as policies are renewed/changed.

- (j) *Additional Insured.* Institution further agrees to name SITE as an Additional Insured on its insurance policies and ensure that such coverage will continue to be available even after the expiration or termination of this Agreement, to the extent that a claim relates to obligations or services provided during the term of this Agreement. Such insurance coverage in no way limits Institution liability with regard to its own errors, negligence or omission.
- (k) *Employment Status.* Students, faculty, employees, representatives and agents of Institution engaged in any way in either the Clinical Experience or any actions in support or furtherance of the Clinical Experience pursuant to this Agreement are not and shall not be deemed or considered employees of SITE or any Facility to which Institution's students have been assigned for Workers' Compensation, compensation, benefits, or any other purpose and Institution's indemnification obligations under Section III(g) are specifically applicable to any claims against SITE or Facility asserting that Institution's students, faculty, employees, representatives, and agents are employees of the Facility. It is intended that for all purposes the students shall be considered students of the Institution and not employees of SITE or the Institution.
- (l) *Compliance with Applicable law.* Institution shall comply with, abide by and observe all applicable local, state, and federal laws, rules and/or regulations, including but not limited to those relevant to Institution as a recipient of federal funds, those of the Joint Commission ("JC") and the Center for Medicare and Medicaid Services ("CMS") and all SITE policies and procedures. If Institution fails to adhere by said laws, rules, regulations, policies and procedures, Institution will be deemed in breach of this Agreement.
- (m) *Assignment.* Institution may not assign this Agreement without the written consent of SITE, which consent may be granted or withheld in SITE's sole discretion.
- (n) *Document Request.* Upon request, Institution will provide proof of any and all required documents within ten (10) days to SITE.

II. DUTIES AND RESPONSIBILITIES OF SITE:

- (a) *Student Participation.* SITE agrees to allow, at its discretion, a student or students of Institution to participate in a Clinical Experience at Facility. Student(s) selected will be permitted to participate at dates and times agreeable to SITE and/or Facility, subject to the terms and conditions of this Agreement.
- (b) *Patient Care/Administration.* The parties agree that Facility will have sole authority and control over all aspects of patient services and that the Facility will be responsible for and retain control over the organization, operation and financing of its services.

- (c) *Removal of Noncompliant Student.* SITE shall have the authority to remove any student from the Clinical Experience who fails to comply with SITE and/or Facility policies and procedures or other requirements. If SITE or Facility deems the student is in any way a danger to patients, staff, the general public, or themselves, SITE may expel the student immediately. For reasons other than safety concerns, Institution shall be given seven (7) calendar days notice of expulsion. The student will cease participation in the Clinical Experience during the notice period.
- (d) *Designation of Representative.* SITE shall designate a person to serve as a liaison between the parties who will conference periodically with representatives of Institution in order to discuss, plan and evaluate the Clinical Experience.
- (e) *Supervision of Students.* SITE shall provide selected staff to precept and mentor students during the Clinical Experience.
- (f) *Reporting of Student Progress.* SITE shall provide all reasonable information requested by Institution on a student's performance consistent with applicable law. Any student evaluations requested will be completed and returned according to any reasonable schedule provided by Institution.
- (g) *Changes in Assignment.* SITE will, as soon as practical, advise Institution of any changes in clinical assignments of students. If additional clinical education programs exist with other institutions, SITE shall advise Institution so that it may determine whether to devise ways for the coordination of all programs so that all students may have the maximum benefit of the Clinical Experience.
- (h) *Rules and Policies.* SITE will provide to Institution, relevant rules, regulations, and policies as requested.
- (i) *Student Records.* SITE shall protect the confidentiality of students' records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required or permitted to do so by applicable law.
- (j) *Student Health Safety.* SITE agrees to comply with all regulations and laws including those affecting health and safety and exposure to blood or other potentially infectious body fluids.
- (k) *Emergency Medical Services.* SITE agrees to provide initial emergency care, if available, for students who are injured or become ill while on-site. It is understood that the student (or the parents or guardians as the case may be) shall be responsible for their own medical expenses, whether incurred at the Facility or elsewhere.

III. MUTUAL TERMS AND CONDITIONS:

- (a) *Term of Agreement.* This Agreement shall commence on the Effective Date and shall continue for a Term of one (1) year. It shall be automatically extended for additional periods of one (1) year unless written notice of intent not to renew is provided by either party sixty (60) days prior to renewal.
- (b) *Termination of Agreement.* Institution or SITE may terminate this Agreement for any reason with ninety (90) days written notice. Either party may terminate this Agreement prior to the

end of the term in the event of a material breach by the other party, provided the breaching party has had an opportunity to cure such breach within seven (7) calendar days of notice and fails to do so. Should SITE terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their Clinical Experience until the completion of the academic semester.

- (c) *Effect of Termination.* Upon termination of this Agreement, neither party shall have any further obligations hereunder except, where applicable, for compensation for Services provided prior to the date of termination and such obligations set forth herein that are expressly made or intended to extend beyond the term of this Agreement. Nothing in the foregoing shall be construed to limit any remedies which SITE may have upon a breach of or default under this Agreement by Institution or which Institution may have upon a breach of or default under this Agreement by SITE. This Section shall survive the termination of this Agreement.
- (d) *Nondiscrimination.* Institution and SITE agree to continue its respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable State of Maine and federal laws, including but not limited to, the American with Disabilities Act.
- (e) *Interpretation of the Agreement.* The laws of the State of Maine shall govern this Agreement and Maine shall be the forum for resolving any disputes that arise hereunder. The Institution agrees and acknowledges that any action based upon or arising in any way from this Agreement or any transaction contemplated or occurring hereunder must be brought in the Superior or District Court in the county or district in which SITE maintains its principal place of business.
- (f) *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- (g) *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors and shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors. No party may act as an agent or partner of any other party or make any commitments or create any obligations of any other party except as provided herein without such other party's prior written consent.
- (h) *Third Parties.* This Agreement is entered into for the benefit of the parties hereto, and nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto, except as expressly set forth herein.
- (i) *Access.* Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, Institution will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representative, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If Institution carries out the duties of the Agreement through

a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives to the related organization's books and records.

- (j) *Indemnification.* To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, its officers, parents, affiliates, subsidiaries, employees, and students from and against all claims, damages, losses and expenses, including attorneys' fees brought by third parties ("Claims"). Institution further agrees to indemnify SITE for all Claims relating to a disclosure of confidential information, arising out of or resulting from the execution of this Agreement and/or the performance of any Clinical Experience provided or received under this Agreement; provided that any such Claim, damage, loss or expenses is:
 - i. attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use thereof, and
 - ii. to the extent such Claims, damages, losses and expenses are caused by any negligent act or omission of the indemnifying party, its officers, employees, students, or contractors.
- (k) *Defenses.* Neither party waives any defense as a result of entering into this contract.
- (l) *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.
- (m) *Severability.* It is understood and agreed by the parties that each provision of this Agreement is severable from and valid and binding regardless of the validity or invalidity of any other clause or clauses of this Agreement.
- (n) *Licenses.* Both parties shall maintain all necessary licenses for the operation of their respective businesses and shall notify the other of the results of any accreditation, licensing or certification which is probationary or in which approval is denied or removed.
- (o) *HIPAA Privacy and Security Standards contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") which are incorporated herein by reference.* In addition, each party expressly agrees to use their best efforts to comply with the HIPAA in all respects, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either party provide protected health information agree to the same restrictions and conditions imposed on the parties hereto under HIPAA.
- (p) *COVID-19.* Institutions hereby acknowledge and assumes the risks associated with sending students to a healthcare facility, including but not limited to potential exposure to COVID-19 and other infectious diseases. Institution and students sent by Institution agree to abide by all State of Maine and Hospital policies, procedures, laws, mandates, and other preventative measures to reduce the spread of COVID-19.

IV. CONTRACTUAL AUTHORITY OF INSTITUTION:

The undersigned signatory for Institution represents and warrants that (1) the Board of Trustees or governing body of the Institution has, by by-law or duly adopted resolution, authorized the Institution to enter into this Agreement in all respects, including the contractual obligation to indemnify SITE and/ or the Facility as provided herein and (2) that the undersigned has been delegated and is vested with full authority by the Institution's Board of Trustees or governing body to act for the Board of Trustees or governing body and to enter into this Agreement, to execute this Agreement on its behalf, and to take and execute such acts and actions as may be necessary to assure performance of this agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, by signature of their duly authorized representatives below, agree to be bound to the terms herein as of the Effective Date.

DSDT COLLEGE

By: _____
Authorized Signature

Print Name/Title

Central Maine Medical Center

Betsey Shew



Betsey Shew

General Counsel & Chief Compliance Officer

August 03, 2026 11:41 ET

IP: 192.67.188.42

Bridgton Hospital

Betsey Shew



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General Counsel & Chief Compliance Officer

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