

RECEIVING MSHS COOPERATIVE DEGREE 2016

Education Affiliation Agreement
between
MAYO CLINIC through its MAYO CLINIC SCHOOL OF HEALTH SCIENCES
and
UNIVERSITY OF MARY

This Education Affiliation Agreement (“Agreement”) shall be effective as of the last date signed below. The parties to this Agreement are **MAYO CLINIC through its MAYO CLINIC SCHOOL OF HEALTH SCIENCES**, with an address of 200 First Street SW, Rochester, MN 55905, (“**Mayo Clinic**”) and **UNIVERSITY OF MARY**, with an address of 7500 University Drive, Bismarck, ND 58504 (“**School**”).

WHEREAS, School is a duly licensed and accredited educational institution providing a program in **Radiologic Technology (“Program”)** which requires clinical experiences of its students (hereinafter “**Students**”);

WHEREAS, Mayo Clinic is desirous of providing clinical and didactic experiences to Students (“**Students**”) as a part of their overall education; and

WHEREAS, it is to the benefit of both School and Mayo Clinic to cooperate in the educational preparation of Students, so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources.

NOW THEREFORE, the parties agree as follows:

1. **Education Program.**

(a) The course of study pursued by the Students in the Program shall be set forth by Mayo Clinic in accordance with requirements of its accrediting agency to meet Mayo Clinic’s needs and to meet the requirements of School for granting a Bachelor’s Degree.

(b) The number of Students accepted per enrollment period and the dates of each Student’s experience shall be arranged by the mutual agreement of School and Mayo Clinic. All students shall be subject to Mayo Clinic’s admission standards and process, including being an eligible U.S. worker with fluency in written and spoken English. In the event it becomes necessary to cancel or change a Student assignment, School will immediately notify Mayo Clinic.

(c) School agrees to designate for participation in the programs covered by this Agreement only Students who have completed the necessary training, appropriate pre-requisites and didactic work for such programs, and are in good standing with School. School agrees to promptly notify Mayo Clinic if any Student is no longer in good standing.

(d) Students offered admission to Program must comply with Mayo Clinic's prevailing admissions requirements, including, but not limited to, the following:

- (i) Immunizations, including hepatitis B series and two-step tuberculin skin test
- (ii) Occupational health review, a physical exam, or both
- (iii) Background Studies (Minnesota and national)
- (iv) Drug Screen (if applicable to Program)
- (v) Health Insurance
- (vi) Eligible U.S. worker (refers to those that are authorized to work in the United States, including: 1) U. S. citizens, 2) U. S. nationals, 3) lawful permanent residents, and 4) asylees and refugees)
- (vii) HIPAA, Confidentiality, and other training deemed necessary by Mayo Clinic and/or the Mayo School of Health Sciences ("MSHS") Program in which admission is offered.

Mayo Clinic will collect proof of fulfillment of these requirements directly from Students upon admission to but prior to commencement of Program. The costs for all the admissions requirements are the responsibility of the Student and/or School. Admission requirements can be found at <http://www.mayo.edu/mshs/admissions>.

(e) If applicable, School shall perform background studies on any School faculty who supervise Students on-site at Mayo Clinic and ensure that all such faculty are eligible to have direct contact with Mayo Clinic's patients and students. School faculty shall notify Mayo School of Health Sciences before coming on Mayo Clinic campus to make necessary arrangements for access.

(f) School faculty, if applicable, and Students agree to participate in education and training of the electronic medical record. School faculty, if applicable, and Students shall be subject to and follow all Mayo Clinic's rules, regulations, policies and procedures for the electronic medical record. The electronic medical record policies, procedures, rules and regulations are subject to change and Mayo Clinic agrees to provide prior notice of any change.

(g) Where applicable, all parties certify that they are in good standing with their respective accrediting bodies, and upon request, will provide documentation of accreditation.

(h) School and Mayo Clinic agree to abide by the limitations set forth in the Family Educational Rights and Privacy Act ("FERPA) and regulations at 34 CFR 99.33 regarding the protection of educational data. Both parties acknowledge that this Agreement allows access to educational data, and agree to hold that information in strict confidence. Both parties agree not to use or disclose educational data received from or on behalf of either institution except as permitted or required by this Agreement, as otherwise required by law, or as authorized in writing by Student.

(i) Mayo Clinic agrees to:

- (i) Provide the Program Director, Medical Director and teaching faculty for the didactic and clinical courses it presents;
- (ii) Provide the appropriate supervision, equipment, supplies, reagents, and miscellaneous items necessary for instruction of the clinical courses;
- (iii) Give School a transcript of completed courses and grades for each Student, and shall certify to School registrar only those students who satisfactorily complete the Program at Mayo. Should a Student encounter difficulties or fail to complete the Program, the Program Director shall notify School;
- (iv) Offer and maintain the classrooms, laboratory, storage room and other appropriate facilities necessary for the Students while on Mayo campus;
- (v) Maintain all student records and transcripts for instruction presented by Mayo.

(j) School agrees to:

- (i) Grant blanket academic credit for satisfactory completion of the Program;
- (ii) Maintain all student records and transcripts for instruction presented by School;
- (iii) Provide a named person who will act as liaison/counselor to Students seeking appointment and to those Students enrolled;
- (iv) Offer and maintain the classrooms, laboratory, storage room and other appropriate facilities necessary for the Students while on School campus.

(k) Mayo Clinic assumes full responsibility for the care of its patients. It is understood that School does not derive direct revenue from patient care activity at Mayo Clinic.

2. Health Insurance Portability and Accountability Act. Students shall be instructed by School prior to beginning the Program at Mayo Clinic concerning the confidentiality of medical information of Mayo Clinic's patients and standard precautions. For purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), and associated privacy regulations, Students shall be considered part of Mayo Clinic's work force as that term is defined in HIPAA to include trainees and students. Students are not considered work force or employees of Mayo Clinic for other purposes, including but not limited to tax or employment law. Mayo Clinic shall provide the necessary training specific to HIPAA.

3. Policies and Procedures Governing Students. Students shall be subject to and follow all Mayo Clinic's rules, regulations, policies and procedures, including standard precautions. Students enrolled in the program covered by this Agreement will also be governed in accordance with the policies and procedures established through School's programs.

4. **Termination of Student Experience.** Mayo Clinic may decline to appoint a Student or may terminate the participation of a Student in a clinical experience if: (a) the Student is or has been employed at Mayo Clinic and has been involuntarily terminated from employment or (b) the Student's work, conduct or health may, in Mayo Clinic's judgment, have a detrimental effect on its patients, staff or operations. A Student generally will not be removed from a clinical experience until Mayo Clinic has discussed its concerns with a representative of the School. However, Mayo Clinic reserves the right to take immediate action to suspend a Student's participation in response to concerns of patient care or the safety and respect of its staff. Mayo Clinic shall not be arbitrary or discriminatory in the exercise of this right.

5. **Student Health Insurance and Emergency Medical Care.** Students shall maintain health insurance throughout the entire term of their participation in the Program. Students shall be furnished emergency medical care and treatment, if needed, while on duty at Mayo Clinic with the associated expense to be the responsibility of the Student.

6. **Tuition.**

(a) Students will pay tuition to School for enrolled School courses and to Mayo Clinic for enrolled Mayo Clinic courses. School will not charge tuition or clinical experience fee to Students for courses taken at Mayo Clinic. School will advise Student of any administrative fees payable to School while Student is enrolled in Mayo Clinic courses.

(b) School will advise Students that Mayo Clinic will bill Student directly at the standard per-credit rate as published on Mayo Clinic School of Health Sciences website.

(c) School agrees to accept Students' credits from Mayo Clinic.

(d) School agrees to administer Student's financial aid, if applicable, and will incorporate Student's credits from Mayo Clinic to determine financial aid eligibility.

7. **Insurance.**

(a) **If School is a Florida state owned and operated institution, the following language shall apply:** It is understood by the parties that School is an institution which is afforded sovereign immunity as described under Florida Statutes, Sections 110.504 and 768.28. School must notify Mayo Clinic if this law does not apply.

(b) If (a) above does not apply, Mayo Clinic will provide and maintain insurance as described below:

(i) Professional liability insurance (or comparable coverage under a program of self-insurance) providing coverage on an "occurrence basis" for occurrences during the term of this Agreement with limits no less than \$1 million per occurrence and \$3 million aggregate.

(ii) Comprehensive general liability insurance (or comparable coverage under a program of self-insurance) providing coverage on an “occurrence basis” for occurrences during the term of this Agreement with limits no less than \$1 million per occurrence and \$3 million annual aggregate.

(c) The insurance required in Section 7(b) above shall be in full force and effect prior to the arrival of Students at Mayo Clinic. It shall not be modified or terminated except upon thirty (30) calendar days’ prior written notice to School. In the event any “claims made” policy is procured to meet the insurance requirements hereunder, “tail” coverage shall also be procured for a period of four (4) years after termination of such policy.

(d) Upon request, Mayo Clinic shall provide School with a Certificate of Insurance evidencing the above-stated coverage.

8. Liability. Each party is solely responsible for any of its own claims, causes of action, liabilities or the like that may arise out of this Agreement. Furthermore, neither party shall compensate the other party for any of the foregoing. The terms of this section shall survive expiration or termination of this Agreement.

9. Independent Contractors. Each party is a separate and independent institution, and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes a bona fide training relationship and that the agents or employees of each respective party are not employees or agents of the other party.

10. Term.

(a) This Agreement shall be for a term of one (1) year, beginning on the last date signed below, and will be automatically renewed for subsequent one (1) year terms for a total of five (5) years, unless earlier terminated as described in paragraph 11 below.

(b) Six months prior to Agreement termination date as provided in paragraph 10(a) above, Mayo and School will evaluate program covered by Agreement, and if mutually agreed, may extend term of Agreement by written agreement signed by both parties.

11. Termination.

(a) Either party may terminate this Agreement for any reason by giving at least ninety (90) days written notice to the other party.

(b) In the event that this Agreement is terminated pursuant to this paragraph, the parties hereby agree that no Students participating in an ongoing experience will be denied the opportunity to complete the affiliation, even when the effective date of termination occurs prior to the completion date of the clinical experience. In such event, all applicable provisions of this

Agreement, including the right to terminate any Student pursuant to Section 4, shall remain in force during the extension period from the effective date of termination, until the end of the academic term in which the Student is enrolled.

12. **Amendments.** This Agreement may be amended from time to time by written agreement of the parties.

13. **Notices.** Any notice under this Agreement shall be deemed sufficiently given if sent by facsimile, courier, electronic transmittal or similar reliable means of delivery, with receipt confirmed. Such notice shall be directed as set forth below:

For Mayo Clinic:

Jill M. Tryon, MBA, RT(R)(M)(CT)
Program Director, Radiography
Mayo Clinic School of Health Sciences
200 First Street SW
Rochester, MN 55905
Tryon.Jill@mayo.edu

For School:

Richard Cleary
Coordinator,
Radiologic Technology
University of Mary
7500 University Drive
Bismarck, ND 58504
rjcleary@umary.edu

With copy to:

Education Business Services
Siebens 5
Mayo Clinic
200 First Street SW
Rochester, MN 55905
EduAffiliations@mayo.edu

14. **Use of Name.** Neither party will use the name or trademarks of the other party in any news release, publicity, advertising, endorsement, or commercial communication without the prior written approval of the other party. All requests for approval for the use of Mayo's name pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least 5 business days prior to the date on which a response is needed; however, the existence and scope of the programs available via this Agreement may be made known to Students as a means of assistance in completing their training requirements.

15. **Governing Law.** This Agreement shall be construed in accordance with the law of the State of Minnesota.

16. **Assignment.** No party has the right or the power to assign this Agreement, in whole or in part, without the prior written consent of the other parties, and any purported assignment in contravention of this provision shall be null and void.

17. **Excluded Entity or Individual.** Each party shall immediately notify the other party in the event that it becomes excluded from any federal health care program.

18. **Enforceability and Waiver.** The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. The invalid or unenforceable provision shall be fully severable. The waiver by a party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

19. **Non-exclusive Agreement.** Each party may enter into similar agreements with other training institutions, provided that such agreements do not materially interfere with the ability of each party to carry out its obligations hereunder.

20. **Compliance with Laws.** Each party shall comply with all federal, state and local laws and regulations applicable to their respective operations, including, but not limited to, those dealing with employment opportunity, immigration and affirmative action such as 42 U.S.C. Sec. 2000 (e) *et seq.*, The Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act of 1990 and any amendments and applicable regulations pertaining thereto.

21. **Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and representations.

22. **Authority.** The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign. Each party hereto consents to be bound by photocopy, scanned PDF, facsimile or electronic signatures of such party's representative(s) hereto.

*~Signatures on following page~
~Remainder left blank intentionally~*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates written below.

MAYO CLINIC SCHOOL OF HEALTH SCIENCES

UNIVERSITY OF MARY

By: DocuSigned by:
Jill M. Tryon, M.B.A., R.T.(R)
61DD30E3106549D...
Name: Jill M. Tryon, MBA, R.T.(R)(M)(CT)
Title: Program Director, Radiography
Date: 7/17/2017

By: Gregory A. Vetter
Name: Gregory A. Vetter
Title: Executive Vice President
Date: 7-7-17

MAYO CLINIC

By: DocuSigned by:
Gary C. Cseko, MS, MBA
A66625FCC00C445...
Name: Gary C. Cseko, MS, MBA
Title: Division Chair, Education
Date: 7/14/2017

By: Jodi Roller
Name: Jodi Roller
Title: Dean, SHS
Date: 7-11-17

Mayo EBS
Reviewed by:
BW

**Education Affiliation Agreement
between
MAYO CLINIC
and
UNIVERSITY OF SIOUX FALLS**

This Clinical Education Agreement (“Agreement”) shall be effective as of the last date signed below. The parties to this Agreement are **MAYO CLINIC** with an address of 200 First Street, S.W., Rochester, MN 55905 (“**Mayo Clinic**”) and **UNIVERSITY OF SIOUX FALLS**, with an address of 1101 West 22nd Street, Sioux Falls, SD 57105 (“**School**”).

WHEREAS, School is a duly licensed and accredited educational institution providing a program in Radiological Technology which requires clinical experiences of its students (hereinafter “**Students**”);

WHEREAS, Mayo Clinic is desirous of providing clinical and didactic experiences to School’s students (“**Students**”) through its Radiography Program (“**Program**”) as a part of their overall education; and

WHEREAS, it is to the benefit of both School and Mayo Clinic to cooperate in the educational preparation of Students, so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources.

NOW THEREFORE, the parties agree as follows:

1. **Education Program.**

(a) The course of study pursued by the Students in the Program shall be set forth by Mayo Clinic in accordance with requirements of its accrediting agency to meet Mayo Clinic’s needs and to meet the requirements of School for granting a Bachelor's Degree.

(b) The number of Students accepted per enrollment period and the dates of each Student’s experience shall be arranged by the mutual agreement of School and Mayo Clinic. All students shall be subject to Mayo Clinic’s admission standards and process. In the event it becomes necessary to cancel or change a Student assignment, School will immediately notify Mayo Clinic.

(c) School agrees to designate for participation in the Program covered by this Agreement only Students who have completed the necessary training, appropriate pre-requisites and didactic work for such Program, and are in good standing with School. School agrees to promptly notify Mayo Clinic if any Student is no longer in good standing.

(d) Students offered admission to Program must comply with Mayo Clinic's prevailing admissions requirements, including, but not limited to, the following:

- (i) Immunizations, including hepatitis B series
- (ii) Occupational Health Review and/or Physical Exam
- (iii) Background Studies (Minnesota and national)
- (iv) Drug Screen
- (v) Health Insurance
- (vi) HIPAA, Confidentiality, and other training deemed necessary by Mayo Clinic and/or the Mayo School of Health Sciences ("MSHS") Program in which admission is offered.

Mayo Clinic will collect proof of fulfillment of these requirements directly from Students upon admission to but prior to commencement of Program. The costs for all the admissions requirements are the responsibility of the Student and/or School. Admission requirements can be found at <http://www.mayo.edu/mshs/rad-pro-rch-admissions.html>.

(e) If applicable, School shall perform background studies on any School faculty who supervise Students on-site at Mayo Clinic and ensure that all such faculty are eligible to have direct contact with Mayo Clinic's patients and students. School faculty shall notify Program before coming on Mayo Clinic campus to make necessary arrangements for access.

(f) School faculty and Students agree to participate in education and training of the electronic medical record. School faculty and Students shall be subject to and follow all Mayo Clinic's rules, regulations, policies and procedures for the electronic medical record. The electronic medical record policies, procedures, rules and regulations are subject to change and Mayo Clinic agrees to provide prior notice of any change.

(g) Where applicable, all parties certify that they are in good standing with their respective accrediting bodies, and upon request, will provide documentation of accreditation.

(h) School and Mayo Clinic agree to abide by the limitations set forth in the Family Educational Rights and Privacy Act ("FERPA) and regulations at 34 CFR 99.33 regarding the protection of educational data. Both parties acknowledge that this agreement allows access to educational data, and agree to hold that information in strict confidence. Both parties agree not to use or disclose educational data received from or on behalf of either institution except as permitted or required by this Agreement, as otherwise required by law, or as authorized in writing by Student.

(i) Mayo Clinic agrees to:

- (i) Provide the Program Director, Medical Director and teaching faculty for the didactic and clinical courses it presents;

- (ii) Provide the appropriate supervision, equipment, supplies, reagents, and miscellaneous items necessary for instruction of the clinical courses;
- (iii) Give School a transcript of completed courses and grades for each Student, and shall certify to School registrar only those students who satisfactorily complete the Program at Mayo. Should a Student encounter difficulties or fail to complete the Program, the Program Director shall notify School;
- (iv) Offer and maintain the classrooms, laboratory, storage room and other appropriate facilities necessary for the Students while on Mayo campus;
- (v) Maintain all student records and transcripts for instruction presented by Mayo.

(j) School agrees to:

- (i) Grant blanket academic credit for satisfactory completion of the Program;
- (ii) Maintain all student records and transcripts for instruction presented by School;
- (iii) Provide a named person who will act as liaison/counselor to Students seeking appointment and to those Students enrolled;
- (iv) Offer and maintain the classrooms, laboratory, storage room and other appropriate facilities necessary for the Students while on School campus.

(k) Mayo Clinic assumes full responsibility for the care of its patients. It is understood that School does not derive direct revenue from patient care activity at Mayo Clinic.

2. Health Insurance Portability and Accountability Act. Students shall be instructed by School prior to beginning the Program concerning the confidentiality of medical information of Mayo Clinic's patients and standard precautions. For purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), and associated privacy regulations, Students shall be considered part of Mayo Clinic's work force as that term is defined in HIPAA to include trainees and students. Students are not considered work force or employees of Mayo Clinic for other purposes, including but not limited to tax or employment law. Mayo Clinic shall provide the necessary training specific to HIPAA.

3. Policies and Procedures Governing Students. Students shall be subject to and follow all Mayo Clinic's rules, regulations, policies and procedures, including standard precautions. Students enrolled in the program covered by this Agreement will also be governed in accordance with the policies and procedures established through School's programs.

4. Termination of Student Experience. Mayo Clinic may decline to appoint a student or may terminate the participation of a Student in a clinical experience if: (a) the Student

is or has been employed at Mayo Clinic and has been involuntarily terminated from employment or (b) the Student's work, conduct or health may, in Mayo Clinic's judgment, have a detrimental effect on its patients, staff or operations. A Student generally will not be removed from a clinical experience until Mayo Clinic has discussed its concerns with a representative of the School. However, Mayo Clinic reserves the right to take immediate action to suspend a Student's participation in response to concerns of patient care or the safety and respect of its staff. Mayo Clinic shall not be arbitrary or discriminatory in the exercise of this right.

5. Student Health Insurance and Emergency Medical Care. Students shall maintain health insurance throughout the entire term of their participation in the Program. Students shall be furnished emergency medical care and treatment, if needed, while on duty at Mayo Clinic with the associated expense to be the responsibility of the Student.

6. Tuition.

(a) Students will pay tuition to School for enrolled School courses and to Mayo Clinic for enrolled Mayo Clinic courses. School will not charge tuition or clinical experience fee to Students for courses taken at Mayo Clinic. School will advise Student of any administrative fees payable to School while Student is enrolled in Mayo Clinic courses.

(b) School will advise Students that Mayo Clinic will bill Student directly at the standard per-credit rate as published on Mayo School of Health Sciences website.

(c) School agrees to accept Students' credits from Mayo Clinic.

(d) Upon Student's enrollment in Program, Mayo Clinic agrees to administer Student's financial aid, if applicable, and will incorporate Student's credits from School into Student's loan eligibility amount.

7. Insurance.

(a) **If School is a Florida state owned and operated institution, the following language shall apply:** It is understood by the parties that School is an institution which is afforded sovereign immunity as described under Florida Statutes, Sections 110.504 and 768.28. School must notify Mayo Clinic if this law does not apply.

(b) If (a) above does not apply, Mayo Clinic will provide and maintain insurance as described below:

(i) Professional liability insurance (or comparable coverage under a program of self-insurance) providing coverage on an "occurrence basis" for occurrences during the term of this Agreement with limits no less than \$1 million per occurrence and \$3 million aggregate.

(ii) Comprehensive general liability insurance (or comparable coverage under a program of self-insurance) providing coverage on an “occurrence basis” for occurrences during the term of this Agreement with limits no less than \$1 million per occurrence and \$3 million annual aggregate.

(c) The insurance required in Section 7(b) above shall be in full force and effect prior to the arrival of Students at Mayo Clinic. It shall not be modified or terminated except upon thirty (30) calendar days’ prior written notice to School. In the event any “claims made” policy is procured to meet the insurance requirements hereunder, “tail” coverage shall also be procured for a period of four (4) years after termination of such policy.

(d) Upon request, Mayo Clinic shall provide School with a Certificate of Insurance evidencing the above-stated coverage.

8. Liability. Each party is solely responsible for any of its own claims, causes of action, liabilities or the like that may arise out of this Agreement. Furthermore, neither party shall compensate the other party for any of the foregoing. The terms of this section shall survive expiration or termination of this Agreement.

9. Independent Contractors. Each party is a separate and independent institution, and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes a bona fide training relationship and that the agents or employees of each respective party are not employees or agents of the other party.

10. Term.

(a) This Agreement shall be effective as of the last date signed below and is automatically renewed for subsequent one year terms for a total of five (5) years, unless terminated as described in paragraph 11 below.

(b) Six months prior to Agreement termination date as provided in paragraph 10(a) above, Mayo and School will evaluate program covered by Agreement, and if mutually agreed, may extend term of Agreement by written agreement signed by both parties.

11. Termination.

(a) Either party may terminate this Agreement for any reason by giving at least ninety (90) days written notice to the other party.

(b) In the event that this Agreement is terminated pursuant to this paragraph, the parties hereby agree that no Students participating in an ongoing experience will be denied the opportunity to complete the affiliation, even when the effective date of termination occurs prior to the completion date of the clinical experience. In such event, all applicable provisions of this Agreement, including the right to terminate any Student pursuant to Section 4, shall remain

in force during the extension period from the effective date of termination, until the end of the academic term in which the Student is enrolled.

12. Amendments. This Agreement may be amended from time to time by written agreement of the parties.

13. Notices. Whenever written notice is required or permitted to be given by any party to the other, such notice shall have been deemed to have been sufficiently given if personally delivered or deposited in the United States Mail in a properly stamped envelope, certified or registered mail, return-receipt-required, addressed to:

For Mayo Clinic:

Jill M. Anderson, MBD, RT(R)(M)(CT)
Program Director
Mayo Clinic
200 First Street SW
Rochester, MN 55905

With copy to:

Education Business Services
Siebens 5
Mayo Clinic
200 First Street SW
Rochester, MN 55905

For School:

Bill Soeffing, PhD
University of Sioux Falls
1101 West 22nd Street
Sioux Falls, SD 57105

14. Use of Name. Neither party will use the name or trademarks of the other party in any news release, publicity, advertising, endorsement, or commercial communication without the prior written approval of the other party. All requests for approval for the use of Mayo's name pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least 5 business days prior to the date on which a response is needed; however, the existence and scope of the programs available via this Agreement may be made known to Students as a means of assistance in completing their training requirements.

15. Assignment. No party has the right or the power to assign this Agreement, in whole or in part, without the prior written consent of the other parties, and any purported assignment in contravention of this provision shall be null and void.

16. Governing Law. This Agreement shall be construed in accordance with the law of the State of Minnesota.

17. Excluded Entity or Individual. Each party shall immediately notify the other party in the event that it becomes excluded from any federal health care program.

18. Enforceability and Waiver. The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. The invalid or unenforceable provision shall be fully severable. The waiver by a party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

19. **Non-exclusive Agreement.** Each party may enter into similar agreements with other training institutions, provided that such agreements do not materially interfere with the ability of each party to carry out its obligations hereunder.

20. **Compliance with Laws.** Each party shall comply with all federal, state and local laws and regulations applicable to their respective operations, including, but not limited to, those dealing with employment opportunity, immigration and affirmative action such as 42 U.S.C. Sec. 2000 (e) et seq., The Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act of 1990 and any amendments and applicable regulations pertaining thereto.

21. **Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and representations.

22. **Authority.** The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign.

*~Signatures on following page~
~Remainder left blank intentionally~*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates written below.

MAYO SCHOOL OF HEALTH SCIENCES

UNIVERSITY OF SIOUX FALLS

By: *Jim M. Anderson*

Name: Jim M. Anderson, MBA, RT(R)(M)(CT)

Title: Program Director

Date: 7/26/2012

By: *Claire E. Bender*

Name: Claire E. Bender, M.D.

Title: Dean

Date: 7-30-12

By: *Brett Bradfield*

Name: Brett Bradfield (Ed.D.)

Title: Provost/Vice President of Academic Affairs

Date: 5/25/2012

By: *Marsha L. Denniston*

Name: Marsha L. Denniston

Title: Vice President for Business & Finance

Date: 6/12/12

MAYO CLINIC

By: *Debra M. Eagle*

Name: Debra M. Eagle

Title: Division Chair, Education

Date: July 26, 2012

Mayo EBS
Reviewed by:
BW

FIRST AMENDMENT TO EDUCATION AFFILIATION AGREEMENT
between
MAYO CLINIC
and
UNIVERSITY OF SIOUX FALLS

RECITALS

WHEREAS, effective as of July 30, 2012, Mayo Clinic (“Mayo Clinic”) and University of Sioux Falls (“School”) entered into an Education Affiliation Agreement (“Agreement”); and

WHEREAS, Mayo Clinic and School wish to amend said Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

1. The Agreement **Term**, Section 10, shall be extended for five (5) years beginning as of the last date signed below, unless terminated prior to that pursuant to the Agreement.
2. Except as specifically provided herein, all other terms and conditions of the Agreement shall continue in full force and effect as provided therein.
3. The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign. Each party hereto consents to be bound by photocopy, scanned PDF, facsimile or electronic signatures of such party’s representative(s) hereto.

[Signature page follows]

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Amendment on the day and year written below:

MAYO CLINIC SCHOOL OF HEALTH SCIENCES

UNIVERSITY OF SIOUX FALLS

By: DocuSigned by: Jill M. Tryon, M.B.A., R.T.(R)
61DD30E3106549D...
Name: Jill M. Tryon, M.B.A., R.T.(R)
Title: Program Director, Radiography
Date: 7/24/2017

By: Brett Bradfield
Name: Brett Bradfield, Ed.D., M.S., B.S.
Title: President
Date: 7/24/17

MAYO CLINIC

By: DocuSigned by: Gary C. Cseko, M.S., M.B.A.
A66625FCC00C445...
Name: Gary C. Cseko, MS, MBA
Title: Division Chair, Education
Date: 7/25/2017

By: Joy Lind
Name: Joy Lind, Ph.D., M.S., B.A.
Title: Vice President of Academic Affairs
Date: 7/19/2017

Mayo EBS
Reviewed by:
JLM



UNIVERSITY OF MINNESOTA
PROGRAM LETTER OF AGREEMENT
FOR
UNIVERSITY OF MINNESOTA
UNDERGRADUATE, GRADUATE AND PROFESSIONAL STUDENTS

This Program Letter of Agreement ("PLA"), effective January 1, 2018, through December 31, 2018, supersedes the PLA that became effective November 11, 2016, and, is entered into between Mayo Clinic Rochester ("Site") and University of Minnesota Center for Learning Innovation (CLI) Rochester ("School") pursuant to the Master Agreement of Institutional and Program Affiliation entered into between Mayo Clinic Rochester, Mayo Clinic Arizona, Mayo Clinic Jacksonville and the Regents of the University of Minnesota, effective January 1, 2014 through December 31, 2018 ("Master Agreement").

1. Pursuant to the Master Agreement and this PLA, the parties agree that the School will place students from its Bachelor of Science in Health Professions (BSHP) program ("Program") at the Site.
2. The maximum number of students from the Program that will be placed at the Site is determined through Site's competitive application process.
3. Additional specific details governing the training of the Program students at the Site *that are not addressed in the Master Agreement*, if any, are as follows (if none, so state): none
4. Pursuant to Section 5.1 of the Master Agreement, financial arrangements, if any, between School and Site are as follows (if none, so state): University of Minnesota Rochester (UMR) students participating in UMR and Site's joint Bachelor of Science in Health Professions (BSHP) program tracks (Echocardiography, Radiography, Respiratory Care, and Sonography) will be appointed through Mayo Clinic School of Health Sciences (MCSHS). Tuition, program fees and course fees will be assessed to and collected from these students by UMR. At the end of each semester, MCSHS will invoice UMR at the current MCSHS/UMR tuition attribution, program fee, and course fee rates, and UMR will transfer payment to MCSHS. The terms and conditions regarding administration of student financial aid refer only to the administration of the UMR BSHP and BSHP programs and MCSHS and is not to be applied to other programs run at other UMR partnerships. Specifically, UMR will serve as the "home" school and MCSHS will serve as the "host" school for Title IV aid purposes. Students who desire financial aid will apply for financial aid through UMR. UMR will be responsible for calculating and disbursing aid in accordance to the home school's procedures. The UMR financial aid office will monitor aid recipients' Satisfactory Academic Progress and other eligibility requirements, keeping records, and returning funds when the student withdraws (MCSHS will notify UMR within two business days if a student withdraws or is removed from the program).

- 5. This PLA is subject to the Master Agreement and any terms that conflict with the Master Agreement shall be void.

The authorized representative(s) of the parties hereto execute this PLA as follows:

MAYO CLINIC SCHOOL OF HEALTH SCIENCES

UNIVERSITY OF MINNESOTA'S Rochester Campus

DocuSigned by:
 By: Michael H. Silber, M.B., Ch.B.
 Name: Michael H. Silber, M.B., Ch.B.
 Title: Dean
 Date: 2/22/2018

By: Lori Carrell
 Name: Lori Carrell, PhD
 Title: Chancellor
 Date: 2/21/18

MAYO CLINIC Rochester

DocuSigned by:
 By: Gary C. Cseko, MS, MBA
 Name: Gary C. Cseko, MS, MBA
 Title: Division Chair, Education
 Date: 2/22/2018

Mayo EBS
 Reviewed by:
BW

**PROGRAM ADDENDUM TO THE
MASTER EDUCATION AFFILIATION AGREEMENT
between
MAYO CLINIC (“Mayo Clinic”)
and
SAINT MARY’S UNIVERSITY OF MINNESOTA (“School”)**

In accordance with the terms of the above-referenced Agreement, which became effective on June 13, 2011, and was subsequently amended, the parties will offer the following Program:

- I. **Program**: Radiography, accredited by the Joint Review Committee on Education in Radiologic Technology (JRCERT).
- II. **Student Selection**: School will identify Students who meet criteria to participate in Program as called for by Section 1(c) of the Master Education Affiliation Agreement. Potential Students must apply to Program following the Application Process on Program website (<http://www.mayo.edu/mayo-clinic-school-of-health-sciences/careers/radiography/radiography-program-minnesota/application-process>).
- III. **Health Requirements, Background Studies, and Drug Screening**. Students are subject to current admission requirements as posted on Program website (<http://www.mayo.edu/mayo-clinic-school-of-health-sciences/careers/radiography/radiography-program-minnesota/admissions>).
- IV. **Policies and Procedures Governing Students**. Students enrolled in Program covered by this Addendum shall be subject to and follow all Mayo Clinic rules, regulations, policies and procedures, including standard precautions.
- V. **Term**. This Program Addendum is effective for a one-year term as of the last date signed below and is automatically renewed for subsequent one year terms for a total of five (5) years, unless terminated earlier as provided for in Paragraph 11 of the Master Education Affiliation Agreement.
- VI. **Administrative Contacts**.

For Mayo Clinic:
Annette S. Urban, MA, R.T.(R)
Program Director
Radiography
Mayo Clinic School of Health Sciences
200 First Street SW
Rochester, MN 55905
urban.annette@mayo.edu

For School:
Jeanne Minnerath, Ph.D.
Director of Allied Health
Saint Mary's University of Minnesota
700 Terrace Heights #10
Winona, MN 55987
jminnera@smumn.edu

With copy to:
Education Business Services
Siebens 5
Mayo Clinic
200 First Street SW
Rochester, MN 55905
EduAffiliations@mayo.edu

With copy to:
Ann E. Merchlewitz
General Counsel
Saint Mary's University of Minnesota
700 Terrace Drive, #30
Winona, MN 55987
amerchle@smumn.edu

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Clinical Education Master Agreement as of the respective dates written below.

MAYO CLINIC SCHOOL OF HEALTH SCIENCES

SAINT MARY'S UNIVERSITY OF MINNESOTA

By: *Annette S. Urban, MA, R.T. (R)*
DocuSigned by: EB2517ECC50541A...
Name: Annette S. Urban, MA, R.T.(R)

By: *Robert Smith, FSC, Ph.D.*
DocuSigned by: 1B57D0C92C984B1...
Name: Brother Robert Smith, FSC, Ph.D.

Title: Radiography Program Director

Title: Chief Academic Officer

Date: 2/21/2018

Date: 2/19/2018

MAYO CLINIC

By: *Gary C. Cseko, MS, MBA*
DocuSigned by: A66825FCC00C445...
Name: Gary C. Cseko, MS, MBA

Title: Division Chair, Education

Date: 2/19/2018

Mayo EBS
Reviewed by:
BW

**FIRST AMENDMENT TO
EDUCATION AFFILIATION AGREEMENT
between
MAYO CLINIC
and
MOUNT MARTY COLLEGE**

RECITALS

WHEREAS, effective as of November 17, 2015, Mayo Clinic (“Mayo Clinic”) and Mount Marty College (“School”) entered into an Education Affiliation Agreement (“Agreement”); and

WHEREAS, Mayo Clinic and School wish to amend said Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

1. To add the following admission requirement to Paragraph 1(d):

(vii) Eligible U.S. worker (refers to those that are authorized to work in the United States, including: 1) U.S. citizens, 2) U.S. nationals, 3) lawful permanent residents, and 4) asylees and refugees) with fluency in written and spoken English.

2. To delete Tuition, Section 6, in its entirety and replace it with the following:

6. Tuition and Financial Aid.

- (a) Students will pay tuition to School for enrolled School courses and to Mayo Clinic for enrolled Mayo Clinic courses. School will not charge tuition or clinical experience fee to Students for courses taken at Mayo Clinic. School will advise Student of any administrative fees payable to School while Student is enrolled in Mayo Clinic courses.
- (b) School will advise Students that Mayo Clinic will bill Student directly at the standard per-credit rate as published on Mayo Clinic School of Health Sciences website.
- (c) School agrees to administer Student’s financial aid, if applicable. Refer to Consortium Agreement between Mount Marty College, Incorporated, and Mayo Clinic College of Medicine & Science, effective in 2018 and attached hereto as Exhibit A.

3. To extend the Term, Section 10, of Agreement for five (5) years beginning as of the last date signed below, unless terminated as described in Section 11 of Agreement.
4. To remove Jill Tryon as the Mayo Clinic Program Director under Notices, Section 13, and replace with the following:

Annette S. Urban, MA, R.T.(R)
Program Director, Radiography
Mayo Clinic School of Health Sciences
200 First Street SW
Rochester, MN 55905
Radiography.Admissions@mayo.edu

5. Except as specifically provided herein, all other terms and conditions of the Agreement shall continue in full force and effect as provided therein.
6. The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign. Each party hereto consents to be bound by photocopy, scanned PDF, facsimile or electronic signatures of such party's representative(s) hereto.

[Signature page follows]

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Amendment on the day and year written below:

MAYO CLINIC SCHOOL OF HEALTH SCIENCES

MOUNT MARTY COLLEGE

By: DocuSigned by:
Annette S. Urban, P.T.(P)
EB2517ECC50541A...
Name: Annette S. Urban, MA, R.T.(R)
Title: Program Director, Radiography
Date: 11/8/2018

By: S. Candyce Chrystal
Name: S. Candyce Chrystal, Ph.D
Title: Vice President for Academic Affairs
Date: 11-2-18

MAYO CLINIC

By: DocuSigned by:
Gary C. Cseko, MS, MBA
A66625FCC00C445...
Name: Gary C. Cseko, MS, MBA
Title: Division Chair, Education
Date: 11/8/2018

By: Tabitha Likness
Name: Tabitha Likness
Title: Vice President for Finance and Administration
Date: 11-5-18

Mayo EBS
Reviewed by:
BW

EXHIBIT A

(Attach Consortium Agreement upon execution)

**CONSORTIUM AGREEMENT BETWEEN MOUNT MARTY COLLEGE, INCORPORATED
AND Mayo Clinic College of Medicine & Science (017114)**

This Consortium "Agreement" is entered into by and between Mount Marty College, Incorporated (Home Institution or Mount Marty College) and Mayo Clinic College of Medicine & Science (Host Institution). "Students" are referred to as regularly enrolled, degree seeking students of Mount Marty College. Mount Marty College is accredited by The Higher Learning Commission and is eligible to participate in Federal Title IV funding through the United States Department of Education. This agreement allows students at Mayo Clinic College of Medicine & Science who are admitted to Mount Marty College in a Bachelor of Science Program, to apply for financial aid and receive funding through Mount Marty College while completing the required coursework at Mayo Clinic College of Medicine & Science. The student's Bachelor of Science Degree will be granted through Mount Marty College upon successful completion of the Host Institution clinical program and all other degree requirements required by Mount Marty College.

Therefore, the parties mutually agree to the following terms and conditions:

- I. Term and Termination : This Agreement shall become effective on the date it is signed by both parties. This Agreement may be terminated by either party upon giving the other party written notice of termination, provided, however, that such notice must be given at least 90 days prior to the beginning of the next academic term. Termination of this Agreement will not alter the responsibility of the parties to carry out the terms of the Agreement with respect to students who have already begun their study at the Host Institution. If the Education Affiliation Agreement(EAA) between Mayo Clinic through its Mayo Clinic School of Health Sciences and Mount Marty College, which became effective on November 27, 2015, and incorporated herein by reference, is terminated or permitted to expire, so shall this Agreement also be terminated or expired.

- II. Affiliation:
 - A. Mount Marty College students attending the Host Institution will remain enrolled at Mount Marty College. Mount Marty College will report enrollment information for the students to NSLDS.
 - B. Mount Marty College students will earn academic credit for coursework completed at the Host Institution in accordance with the EAA referenced in Section I above.
 - C. The coursework at the Host Institution will be considered part of the student's eligible program at Mount Marty College.
 - D. Mount Marty College will provide enrolled and prospective students with a description of the written arrangement which has been entered into with the Host Institution which includes:
 - a. The curriculum offerings for the coursework provided by the Host Institution.
 - b. The method of delivery of that part of the program offered at the Host Institution.
 - c. The estimated additional costs student may incur by enrolling the portion of the program at the Host Institution.
 - E. Mount Marty College will be responsible for financial aid for the students attending at the Host Institution. Mount Marty College will perform all the financial aid processing, disbursement functions, is responsible for maintaining information on Title IV eligibility

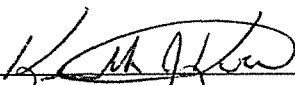
for students attending the Host Institution and maintain Title IV recordkeeping and reporting requirements.

- F. Mount Marty College will perform satisfactory academic progress calculations on the students after each term.
- G. Mount Marty College will make available required student consumer information to students attending the Host Institution.
- H. The Host Institution will inform Mount Marty College on all costs related for students enrolled at the Host Institution in order for Mount Marty College to provide enrolling students and prospective students with a realistic view of costs they will incur.
- I. The Host Institution will notify Mount Marty College immediately if a student withdraws or stops attending and will provide the withdrawal date in order for Mount Marty College to perform the Federal Return of Title IV Funds calculation.
- J. The Host Institution will notify Mount Marty College of any financial aid awarded to Mount Marty College students from the Host Institution.
- K. The Host institution will provide and send an academic transcript to Mount Marty College for each student upon completion of the program.
- L. The Host Institution attests that it has not:
 - a. had its eligibility to participate in the Title IV, HEA programs terminated by the Secretary;
 - b. voluntarily withdrawn from participation in the Title IV, HEA programs under a termination, show-cause, suspension or similar type proceeding;
 - c. had its certification to participate in Title IV, HEA programs revoked by the Secretary;
 - d. had its application for re-certification to participate in the Title IV, HEA programs denied by the Secretary; or
 - e. had its application for certification to participate in the Title IV, HEA programs denied by the Secretary.
- M. No amendment, consent or waiver of terms of this agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specified purpose given. The parties to this agreement, by their signatures below of their authorized representatives, acknowledge having read and understood this agreement and agree to be bound by its terms and conditions.

The parties have executed this agreement on the date(s) indicated below.

Mount Marty College (Home Institution)

Mayo Clinic College of Medicine & Science
(Host Institution)

By: 
Director of Financial Assistance

DocuSigned by:
By: Gary C. Cseko, MS, MBA
Gary C. Cseko, MS, MBA Division Chair, Education

Date: October 29, 2018

Date 11/8/2018

DS
BW

Kenneth J. Kocer
Director of Financial Assistance (printed)

DocuSigned by:
David L. Dahlen 11/8/2018
David L. Dahlen, Financial Aid Director

RECEIVING MSHS COOPERATIVE DEGREE 2015

Education Affiliation Agreement
between
MAYO CLINIC through its MAYO SCHOOL OF HEALTH SCIENCES
and
MOUNT MARTY COLLEGE

This Clinical Education Agreement (“Agreement”) shall be effective as of the last date signed below. The parties to this Agreement are **MAYO CLINIC through its MAYO SCHOOL OF HEALTH SCIENCES**, with an address of 200 First Street SW, Rochester, MN 55905, (“**Mayo Clinic**”) and **MOUNT MARTY COLLEGE, INC** with an address of 1105 West Eighth Street, Yankton, SD 57078-3725 (“**School**”).

WHEREAS, School is a duly licensed and accredited educational institution providing a program in **RADIOLOGIC TECHNOLOGY** which requires clinical experiences of its students (hereinafter “**Students**”);

WHEREAS, Mayo Clinic is desirous of providing clinical and didactic experiences to Students (“**Students**”) as a part of their overall education through its **RADIOGRAPHY Program** (“**Program**”); and

WHEREAS, it is to the benefit of both School and Mayo Clinic to cooperate in the educational preparation of Students, so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources.

NOW THEREFORE, the parties agree as follows:

1. **Education Program.**

(a) The course of study pursued by the Students in the Program shall be set forth by Mayo Clinic in accordance with requirements of its accrediting agency to meet Mayo Clinic’s needs and to meet the requirements of School for granting a Bachelor of Science Degree.

(b) The number of Students accepted per enrollment period and the dates of each Student’s experience shall be arranged by the mutual agreement of School and Mayo Clinic. All students shall be subject to Mayo Clinic’s admission standards and process. In the event it becomes necessary to cancel or change a Student assignment, School will immediately notify Mayo Clinic.

(c) School agrees to designate for participation in the programs covered by this Agreement only Students who have completed the necessary training, appropriate pre-requisites and didactic work for such program, and are in good standing with School. School agrees to promptly notify Mayo Clinic if any Student is no longer in good standing.

(d) Students offered admission to Program must comply with Mayo Clinic's prevailing admissions requirements, including, but not limited to, the following:

- (i) Immunizations, including hepatitis B series and two-step tuberculin skin testing
- (ii) Occupational Health Review and/or Physical Exam
- (iii) Background Studies (Minnesota and national)
- (iv) Drug Screen
- (v) Health Insurance
- (vi) HIPAA, Confidentiality, and other training deemed necessary by Mayo Clinic and/or the Mayo School of Health Sciences ("MSHS") Program in which admission is offered.

Mayo Clinic will collect proof of fulfillment of these requirements directly from Students upon admission to but prior to commencement of Program. The costs for all the admissions requirements are the responsibility of the Student and/or School. Admission requirements can be found at <http://www.mayo.edu/mshs/careers/admissions>.

(e) If applicable, School shall perform background studies on any School faculty who supervise Students on-site at Mayo Clinic and ensure that all such faculty are eligible to have direct contact with Mayo Clinic's patients and students. School faculty shall notify Mayo School of Health Sciences before coming on Mayo Clinic campus to make necessary arrangements for access.

(f) School faculty, if applicable, and Students agree to participate in education and training of the electronic medical record. School faculty, if applicable, and Students shall be subject to and follow all Mayo Clinic's rules, regulations, policies and procedures for the electronic medical record. The electronic medical record policies, procedures, rules and regulations are subject to change and Mayo Clinic agrees to provide prior notice of any change.

(g) Where applicable, all parties certify that they are in good standing with their respective accrediting bodies, and upon request, will provide documentation of accreditation.

(h) School and Mayo Clinic agree to abide by the limitations set forth in the Family Educational Rights and Privacy Act ("FERPA) and regulations at 34 CFR 99.33 regarding the protection of educational data. Both parties acknowledge that this Agreement allows access to educational data, and agree to hold that information in strict confidence. Both parties agree not to use or disclose educational data received from or on behalf of either institution except as permitted or required by this Agreement, as otherwise required by law, or as authorized in writing by Student.

(i) Mayo Clinic agrees to:

- (i) Provide the Program Director, Medical Director and teaching faculty for the didactic and clinical courses it presents;

- (ii) Provide the appropriate supervision, equipment, supplies, reagents, and miscellaneous items necessary for instruction of the clinical courses;
- (iii) Give School a transcript of completed courses and grades for each Student, and shall certify to School registrar only those students who satisfactorily complete the Program at Mayo. Should a Student encounter difficulties or fail to complete the Program, the Program Director shall notify School;
- (iv) Offer and maintain the classrooms, laboratory, storage room and other appropriate facilities necessary for the Students while on Mayo campus;
- (v) Maintain all student records and transcripts for instruction presented by Mayo.

(j) School agrees to:

- (i) Grant blanket academic credit for satisfactory completion of the Program;
- (ii) Maintain all student records and transcripts for instruction presented by School;
- (iii) Provide a named person who will act as liaison/counselor to Students seeking appointment and to those Students enrolled;
- (iv) Offer and maintain the classrooms, laboratory, storage room and other appropriate facilities necessary for the Students while on School campus.

(k) Mayo Clinic assumes full responsibility for the care of its patients. It is understood that School does not derive direct revenue from patient care activity at Mayo Clinic.

2. **Health Insurance Portability and Accountability Act.** Students shall be instructed by School prior to beginning the Program at Mayo Clinic concerning the confidentiality of medical information of Mayo Clinic's patients and standard precautions. For purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), and associated privacy regulations, Students shall be considered part of Mayo Clinic's work force as that term is defined in HIPAA to include trainees and students. Students are not considered work force or employees of Mayo Clinic for other purposes, including but not limited to tax or employment law. Mayo Clinic shall provide the necessary training specific to HIPAA.

3. **Policies and Procedures Governing Students.** Students shall be subject to and follow all Mayo Clinic's rules, regulations, policies and procedures, including standard precautions. Students enrolled in the program covered by this Agreement will also be governed in accordance with the policies and procedures established through School's programs.

4. **Termination of Student Experience.** Mayo Clinic may decline to appoint a student or may terminate the participation of a Student in a clinical experience if: (a) the Student is or has been employed at Mayo Clinic and has been involuntarily terminated from employment or (b) the Student's work, conduct or health may, in Mayo Clinic's judgment, have a detrimental effect on its patients, staff or operations. A Student generally will not be removed from a clinical

experience until Mayo Clinic has discussed its concerns with a representative of the School. However, Mayo Clinic reserves the right to take immediate action to suspend a Student's participation in response to concerns of patient care or the safety and respect of its staff. Mayo Clinic shall not be arbitrary or discriminatory in the exercise of this right.

5. **Student Health Insurance and Emergency Medical Care.** Students shall maintain health insurance throughout the entire term of their participation in the Program. Students shall be furnished emergency medical care and treatment, if needed, while on duty at Mayo Clinic with the associated expense to be the responsibility of the Student.

6. **Tuition.**

(a) Students will pay tuition to School for enrolled School courses and to Mayo Clinic for enrolled Mayo Clinic courses. School will not charge tuition or clinical experience fee to Students for courses taken at Mayo Clinic. School will advise Student of any administrative fees payable to School while Student is enrolled in Mayo Clinic courses.

(b) School will advise Students that Mayo Clinic will bill Student directly at the standard per-credit rate as published on Mayo School of Health Sciences website.

(c) School agrees to accept Students' credits from Mayo Clinic.

(d) Upon Student's enrollment in Program, Mayo Clinic agrees to administer Student's financial aid, if applicable, and will incorporate Student's credits from School into Student's loan eligibility amount.

7. **Insurance.**

(a) **If School is a Florida state owned and operated institution, the following language shall apply:** It is understood by the parties that School is an institution which is afforded sovereign immunity as described under Florida Statutes, Sections 110.504 and 768.28. School must notify Mayo Clinic if this law does not apply.

(b) If (a) above does not apply, Mayo Clinic will provide and maintain insurance for Students during course of Program as described below:

(i) Professional liability insurance (or comparable coverage under a program of self-insurance) providing coverage on an "occurrence basis" for occurrences during the term of this Agreement with limits no less than \$1 million per occurrence and \$3 million aggregate.

(ii) Comprehensive general liability insurance (or comparable coverage under a program of self-insurance) providing coverage on an "occurrence basis" for occurrences during the term of this Agreement

with limits no less than \$1 million per occurrence and \$3 million annual aggregate.

(c) The insurance required in Section 7(b) above shall be in full force and effect prior to the arrival of Students at Mayo Clinic. It shall not be modified or terminated except upon thirty (30) calendar days' prior written notice to School. In the event any "claims made" policy is procured to meet the insurance requirements hereunder, "tail" coverage shall also be procured for a period of four (4) years after termination of such policy.

(d) Upon request, Mayo Clinic shall provide School with a Certificate of Insurance evidencing the above-stated coverage.

8. **Liability.** Each party is solely responsible for any of its own claims, causes of action, liabilities or the like that may arise out of this Agreement. Furthermore, neither party shall compensate the other party for any of the foregoing. The terms of this section shall survive expiration or termination of this Agreement.

9. **Independent Contractors.** Each party is a separate and independent institution, and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes a bona fide training relationship and that the agents or employees of each respective party are not employees or agents of the other party.

10. **Term.**

(a) This Agreement shall be for a term of one (1) year, beginning on the last date signed below, and will be automatically renewed for subsequent one (1) year terms for a total of five (5) years, unless earlier terminated as described in paragraph 11 below.

(b) Six months prior to Agreement termination date as provided in paragraph 10(a) above, Mayo and School will evaluate Program covered by Agreement, and if mutually agreed, may extend term of Agreement by written agreement signed by both parties.

11. **Termination.**

(a) Either party may terminate this Agreement for any reason by giving at least ninety (90) days written notice to the other party.

(b) In the event that this Agreement is terminated pursuant to this paragraph, the parties hereby agree that no Students participating in an ongoing experience will be denied the opportunity to complete the affiliation, even when the effective date of termination occurs prior to the completion date of the clinical experience. In such event, all applicable provisions of this Agreement, including the right to terminate any Student pursuant to Section 4, shall remain in

force during the extension period from the effective date of termination, until the end of the academic term in which the Student is enrolled.

12. **Amendments.** This Agreement may be amended from time to time by written agreement of the parties.

13. **Notices.** Any notice under this Agreement shall be deemed sufficiently given if sent by facsimile, courier, electronic transmittal or similar reliable means of delivery, with receipt confirmed. Such notice shall be directed as set forth below:

<u>For Mayo Clinic:</u>	<u>With copy to:</u>	<u>For School:</u>
Jill M. Tryon, MBA, RT	Education Business Services	Tamara Pease, PhD
Program Director, Radiography	Siebens 5	Mount Marty College
Mayo School of Health Sciences	Mayo Clinic	1105 West Eighth Street
200 First Street SW	200 First Street SW	Yankton, SD 57078
Rochester, MN 55905	Rochester, MN 55905	tamara.pease@mtmc.edu
Radiography.Admissions@mayo.edu	EduAffiliations@mayo.edu	

14. **Use of Name.** Neither party will use the name or trademarks of the other party in any news release, publicity, advertising, endorsement, or commercial communication without the prior written approval of the other party. All requests for approval for the use of Mayo's name pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least 5 business days prior to the date on which a response is needed; however, the existence and scope of the programs available via this Agreement may be made known to Students as a means of assistance in completing their training requirements.

15. **Assignment.** No party has the right or the power to assign this Agreement, in whole or in part, without the prior written consent of the other parties, and any purported assignment in contravention of this provision shall be null and void.

16. **Governing Law.** This Agreement shall be construed in accordance with the law of the State of Minnesota.

17. **Excluded Entity or Individual.** Each party shall immediately notify the other party in the event that it becomes excluded from any federal health care program.

18. **Enforceability and Waiver.** The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. The invalid or unenforceable provision shall be fully severable. The waiver by a party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

19. **Non-exclusive Agreement.** Each party may enter into similar agreements with other training institutions, provided that such agreements do not materially interfere with the ability of each party to carry out its obligations hereunder.

20. **Compliance with Laws.** Each party shall comply with all federal, state and local laws and regulations applicable to their respective operations, including, but not limited to, those dealing with employment opportunity, immigration and affirmative action such as 42 U.S.C. Sec. 2000 (e) *et seq.*, The Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act of 1990 and any amendments and applicable regulations pertaining thereto.

21. **Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and representations.

22. **Authority.** The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign. Each party hereto consents to be bound by photocopy, scanned PDF, facsimile or electronic signatures of such party's representative(s) hereto.

*~Signatures on following page~
~ Remainder left blank intentionally~*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates written below.

MAYO SCHOOL OF HEALTH SCIENCES

MOUNT MARTY COLLEGE

By: Jill Tryon
Name: Jill Tryon, MBA, RT (R)(M)(CT)

By: Celia Miner
Name: Celia Miner, JD

Title: Program Director, Radiography

Title: Interim VP of Academic Affairs

Date: 11/9/2015

Date: 10/30/15

MAYO CLINIC

By: Gary C. Cseko

By: Tabitha Likness

Name: Gary C. Cseko, MS, MBA

Name: Tabitha Likness

Title: Division Chair, Education

Title: VP of Finance and Administration

Date: 11/17/15

Date: 10-30-15

Mayo EBS
Reviewed by:
BW

COOPERATIVE PROGRAM – MCSHS RST

**PROGRAM ADDENDUM TO THE
MASTER CLINICAL EDUCATION AGREEMENT (“Agreement”)
between
MAYO CLINIC through its
MAYO CLINIC SCHOOL OF HEALTH SCIENCES (“Mayo Clinic”)
and
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
on behalf of the UNIVERSITY OF WISCONSIN - RIVER FALLS (“School”)**

In accordance with the terms of the above-referenced Agreement, which became effective on 12/10/2018, the parties will offer the following Program:

1. Mayo Clinic Program: **Radiography** (“Program”), accredited by the Joint Review Committee on Education in Radiologic Technology (JRCERT).
2. School will identify Students who meet criteria to participate in Program as called for by Section 1(d) of the Master Clinical Education Agreement.
3. Mayo Clinic is responsible for orienting Students to Mayo Clinic and Program rules, policies, procedures, and expectations, including but not limited to the electronic medical record.
4. Students enrolled in the Program shall be subject to and follow all Mayo Clinic rules, regulations, policies and procedures, including standard precautions.
5. Administrative contacts for this Program Addendum are:

For School:

Elizabeth Gerbec, PhD
Department of Biology
University of Wisconsin – River Falls
410 South Third Street
River Falls, WI 54022
betsy.gerbec@uwrf.edu

With copy to:

Biology Dept. Chair, J. Alfred Bonilla
University of Wisconsin – River Falls
410 South Third Street
River Falls, WI 54022
j.alfred.bonilla@uwrf.edu

For Mayo Clinic:

Ann S. Urban, RT(R)
Program Director, Radiography
Mayo Clinic School of Health Sciences
200 First Street SW
Rochester, MN 55905
urban.annette@mayo.edu

With copy to:

Education Business Services
Siebens 5
Mayo Clinic
200 First Street SW
Rochester, MN 55905
EduAffiliations@mayo.edu

6. This Program Addendum is effective for one year as of the last date signed below and will automatically renew for subsequent one year terms for a total of five (5) years, unless terminated by either party in writing with ninety (90) days' notice. This Program Addendum will automatically terminate upon termination or expiration of the Master Clinical Education Agreement.
7. Except as specifically provided herein, all other terms and conditions of the Agreement shall continue in full force and effect as provided therein.
8. This Addendum represents the entire addendum between the parties with respect to the subject matter hereof, and supersedes all prior agreements and representations.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Clinical Education Master Agreement as of the respective dates written below.

MAYO CLINIC SCHOOL OF HEALTH SCIENCES

By: DocuSigned by: Annette S. Urban, P.T.(P)

Name: EB2517ECC50541A... Annette S. Urban, RT(R)

Title: Program Director

Date: 12/10/2018

MAYO CLINIC

By: DocuSigned by: Gary C. Cseko, MS, MBA

Name: A66625FCC00C445... Gary C. Cseko, MS, MBA

Title: Division Chair, Education

Date: 12/10/2018

Mayo EBS
Reviewed by:
BW

FOR THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM on behalf of the UNIVERSITY OF WISCONSIN - RIVER FALLS

By: [Signature]

Name: David Travis, PhD

Title: Provost

Date: 12/4/18

By: [Signature]

Name: Dean Yohnk, PhD

Title: Dean, College of Arts and Sciences

Date: 11/30/18

By: [Signature]

Name: Dean Van Galen, PhD

Title: Chancellor

Date: 12/4/18

**PROGRAM ADDENDUM TO THE CLINICAL EDUCATION MASTER AGREEMENT
BETWEEN
MAYO CLINIC through its MAYO CLINIC SCHOOL OF HEALTH SCIENCES
AND
ROCHESTER COMMUNITY AND TECHNICAL COLLEGE**

The following is added to the above-referenced Clinical Education Master Agreement between **MAYO CLINIC through its MAYO CLINIC SCHOOL OF HEALTH SCIENCES** (“Mayo Clinic”) and **ROCHESTER COMMUNITY AND TECHNICAL COLLEGE** (“College”), which first became effective on June 16, 2017:

1. Program: Radiography

2. Additional Terms:

- A. College agrees to maintain accreditation with the Higher Learning Commission or similar approval agencies.
- B. Mayo Clinic shall maintain accreditation as the sponsoring institution of Program by the Joint Review Committee on Education in Radiologic Technology (JRCERT).
- C. Students shall complete 28 credits at College, and then transition to Mayo Clinic Program.

3. Program Contacts:

For Mayo Clinic:

Annette S. Urban, MA, R.T.(R)
Program Director, Radiography
Mayo Clinic School of Health Sciences
200 First Street SW
Rochester, MN 55905
Urban.Annette@mayo.edu

For College:

Dean of Sciences and Health Professions
Rochester Community and Technical College
851 30th Avenue S.E.
Rochester, MN 55904


- 4. Effective Date:** The effective date of this Program Addendum is as of the last date signed below. This Program Addendum shall remain in effect for five years unless terminated earlier pursuant to the terms and conditions set forth in the above-referenced Master Agreement.
- 5.** This Program Addendum supersedes all prior agreements and representations with regard to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates written below.

MAYO CLINIC SCHOOL OF HEALTH SCIENCES

DocuSigned by:
By: Annette S. Urban, P.T.(P)
EB2517ECC60541A...
Name: Annette S. Urban, MA, R.T.(R)
Title: Program Director
Date: 1/7/2019

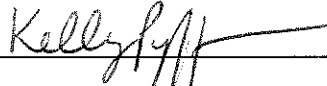
**MINNESOTA STATE COLLEGES AND UNIVERSITIES
ROCHESTER COMMUNITY AND TECHNICAL COLLEGE**

By: 
Name: Dr. Teresa L. Brown
Interim Dean of Sciences and
Title: Health Professionals
Date: 1/15/19

MAYO CLINIC

DocuSigned by:
By: Gary C. Cseko, MS, MBA
A66625FCC00C445...
Name: Gary C. Cseko, MS, MBA
Title: Division Chair, Education
Date: _____

As to Form & Execution

By: 
Name: Kelly Pyfferoen
Title: Business Office
Date: 1/16/19

Mayo EBS
Reviewed by:
BW

Clinical Education Agreement
between
MAYO CLINIC through its MAYO CLINIC SCHOOL OF HEALTH SCIENCES
and
WINONA STATE UNIVERSITY

This Clinical Education Agreement (“Agreement”) shall be effective as of the last date signed below. The parties to this Agreement are **MAYO CLINIC through its MAYO CLINIC SCHOOL OF HEALTH SCIENCES**, with an address of 200 First Street SW, Rochester, MN 55905, (“**Mayo Clinic**”) and **State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of WINONA STATE UNIVERSITY**, with an address of P. O. Box 5838, 175 West Market Street, Winona, MN 55987-5838 (“**School**”).

WHEREAS, School is a duly accredited educational institution providing a **Bachelor of Science in Biology** degree for students (hereinafter “**Students**”);

WHEREAS, Mayo Clinic is desirous of providing clinical and didactic experiences to Students through its **Radiography Program** (“**Program**”) as a part of their overall education; and

WHEREAS, it is to the benefit of both School and Mayo Clinic to cooperate in the educational preparation of Students, so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources.

NOW THEREFORE, the parties agree as follows:

1. Education Program.

(a) The course of study pursued by the Students in the Program shall be set forth by Mayo Clinic in accordance with requirements of its accrediting agency to meet Mayo Clinic’s needs and to meet the requirements of School for granting a bachelor’s degree.

(b) The number of Students accepted for Program and the dates of each Student’s experience shall be arranged by the mutual agreement of School and Mayo Clinic. All students shall be subject to Mayo Clinic’s admission standards. In the event it becomes necessary to cancel a reserved space or change a Student assignment, School will immediately notify Mayo Clinic.

(c) School agrees to designate for participation in the Program covered by this Agreement only Students who have completed the necessary training, appropriate pre-requisites and didactic work for such programs, and are in good standing with School. School shall provide Mayo Clinic with advance notice of any Student subject to activity restrictions or who otherwise requires accommodation of which School is reasonably aware and not prohibited from sharing with Mayo Clinic. Mayo Clinic may, upon request, evaluate the needs and abilities of any such Student and determine the accommodation appropriate for the Student and the clinical area where the Student will receive training.

(d) Students offered clinical experience at Mayo Clinic must comply with Mayo Clinic's prevailing admissions requirements, including, but not limited to, the following:

- (i) Tuberculin skin test (TST) within 12 months of beginning rotation. If student has documentation of being a positive reactor to TST, a chest x-ray within 12 months prior to beginning rotation.
- (ii) Proof of Measles, Mumps, and Rubella immunity by positive antibody titers or 2 doses of MMR.
- (iii) Varicella immunity, by positive antibody titer of chickenpox or proof of 2 doses of Varicella immunization.
- (iv) Proof of Hepatitis B immunization or completion of a certificate of declination of vaccine, if patient contact is anticipated.
- (v) Proof of tetanus/diphtheria immunization within 10 years.
- (vi) Proof of influenza vaccination. Students rotating at Mayo Clinic between October 1 and March 31 are required to provide evidence of the vaccination.
- (vii) Background studies, within 12 months prior to beginning rotation:
 - a. Minnesota clinical locations: Students completing rotations in Minnesota who are expected to have direct patient contact are required to complete a caregiver background check in accordance with Minn. Stat. §245.C.
 - b. Rochester, MN, clinical locations: Students completing rotations in Rochester must complete a national background study which includes:
 - i. Criminal history search including county criminal search and national criminal database search
 - ii. National sex offender database search
 - iii. Government watch list (GWL) search
 - iv. Office of Inspector General's (OIG) List of Excluded Individuals/Entities
 - v. General Services Administration's (GSA) List of Contractors Excluded from Federal Procurement and Non-procurement Programs
 - vi. Office of Foreign Assets Control's (OFAC) Specially Designated Nationals/Terrorist List
 - vii. U.S. Food and Drug Administration (FDA) Debarment List and Disqualified/Totally Restricted List for Clinical Investigators.
 - c. Wisconsin clinical locations: Students completing rotations in Wisconsin who are expected to have direct patient contact are required to complete a caregiver background check in accordance with Wis. Stats. §§ 48.685 and 50.065 and Wis. Administrative Code Chp. HFS 12.
 - d. School shall retain completed Wis. Background Information Disclosure (BID) forms for those students (and Faculty if applicable) and results from all Caregiver Background Checks for inspection by the Department of Health and Family Services.

- (viii)* Medical health insurance coverage for the duration of the rotation.
- (ix)* HIPAA, Confidentiality, and other training deemed necessary by Mayo Clinic and/or the Mayo School of Health Sciences (“MSHS”) Program in which admission is offered.

Mayo Clinic will collect proof of fulfillment of these requirements directly from Students upon admission to but prior to commencement of clinical experience. The costs for all the admissions requirements are the responsibility of the Student and/or School. Admission requirements can be found at <http://www.mayo.edu/mshs/careers/admissions>.

(e) If applicable, School shall perform background studies on any School faculty who supervise Students on-site at Mayo Clinic and ensure that all such faculty are eligible to have direct contact with Mayo Clinic’s patients and Students. School faculty shall notify Mayo School of Health Sciences before coming on Mayo Clinic campus to make necessary arrangements for access.

(f) Students, and School Faculty if applicable, agree to participate in education and training of the electronic medical record as provided by Mayo Clinic. Students, and School Faculty if applicable, shall be subject to and follow all Mayo Clinic’s rules, regulations, policies and procedures for the electronic medical record. The electronic medical record policies, procedures, rules and regulations are subject to change and Mayo Clinic agrees to provide prior notice of any change.

(g) Where applicable, all parties certify that they are in good standing with their respective accrediting bodies, and upon request, will provide documentation of accreditation.

(h) School and Mayo Clinic agree to abide by the limitations set forth in the Family Educational Rights and Privacy Act (“FERPA”) and regulations at 34 CFR 99.33 regarding the protection of educational data. Both parties acknowledge that this Agreement allows access to educational data, and agree to hold that information in strict confidence. Both parties agree not to use or disclose educational data received from or on behalf of either institution except as permitted or required by this Agreement, as otherwise required by law, or as authorized in writing by Student.

(i) Mayo Clinic agrees to:

- (i)* Provide the Program Director, Medical Director and teaching faculty for the didactic and clinical courses it presents;
- (ii)* Provide the appropriate supervision, equipment, supplies, reagents, and miscellaneous items necessary for instruction of the clinical courses;
- (iii)* Give School a transcript of completed courses and grades for each Student, and shall certify to School registrar only those students who satisfactorily complete the Program at Mayo. Should a Student encounter difficulties or fail to complete the Program, the Program Director shall notify School;

- (iv) Offer and maintain the classrooms, laboratory, storage room and other appropriate facilities necessary for the students while on Mayo campus;
- (v) Maintain all student records and transcripts for instruction presented by Mayo.

(j) School agrees to:

- (i) Grant blanket academic credit for satisfactory completion of the Program;
- (ii) Maintain all student records and transcripts for instruction presented by School;
- (iii) Provide a named person who will act as liaison/counselor to Students seeking appointment and to those Students enrolled;
- (iv) Offer and maintain the classrooms, laboratory, storage room and other appropriate facilities necessary for the students while on School campus.

(k) Mayo Clinic assumes full responsibility for the care of its patients. It is understood that School does not derive direct revenue from patient care activity at Mayo Clinic.

(l) Mayo Clinic recognizes that it is the policy of the School to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. Mayo Clinic agrees to adhere to this policy in implementing this Agreement.

(m) Mayo Clinic agrees that in fulfilling the duties of this Agreement, it is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The School is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

2. Health Insurance Portability and Accountability Act. Students, and School faculty if applicable, shall be instructed by School prior to beginning the clinical experience concerning the confidentiality of medical information of Mayo Clinic's patients and regarding standard precautions. For purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), and associated privacy regulations, Students shall be considered part of Mayo Clinic's work force as that term is defined in HIPAA to include trainees and students. Students are not considered work force or employees of Mayo Clinic for other purposes, including but not limited to tax or employment law. Mayo Clinic shall provide the necessary training specific to HIPAA.

3. **Policies and Procedures Governing Students.** Mayo Clinic will provide the School with a copy of its policies and regulations which relate to the clinical experience program. Students shall be subject to and follow all Mayo Clinic's rules, regulations, policies and procedures, including standard precautions. Students enrolled in the program covered by this Agreement will also be governed in accordance with the policies and procedures established through School's programs.

4. **Termination of Student Experience.** Mayo Clinic may decline to appoint a Student or may terminate the participation of a Student in a clinical experience if: (a) the Student is or has been employed at Mayo Clinic and has been involuntarily terminated from employment or (b) the Student's work, conduct or health may, in Mayo Clinic's judgment, have a detrimental effect on its patients, staff or operations. A Student generally will not be removed from a clinical experience until Mayo Clinic has discussed its concerns with a representative of the School. However, Mayo Clinic reserves the right to take immediate action to suspend a Student's participation in response to concerns of patient care or the safety and respect of its staff. Mayo Clinic shall not be arbitrary or discriminatory in the exercise of this right.

5. **Student Health Insurance and Emergency Medical Care.** Students shall maintain health insurance throughout the entire term of their participation in the clinical experience at Mayo Clinic. Students shall be furnished emergency medical care and treatment, if needed, while on duty at Mayo Clinic with the associated expense to be the responsibility of the Student.

6. **Tuition.**

(a) Students will pay the required applicable tuition and fees directly to Mayo Clinic for enrolled Mayo Clinic courses. Students will pay the required applicable fees directly to the School for enrolled School courses.

(b) School reserves the right to track tuition payments and financial aid by charging/collecting the required applicable fees for the Program year.

(c) The Student is responsible to make direct payment to Mayo Clinic for all required applicable tuition and fees in full by the Program start date.

(d) Both the School and Mayo Clinic are responsible to explain their tuition payment policy to each accepted student.

(e) School agrees to accept Students' credits from Mayo Clinic

(f) School agrees to administer Student's financial aid, if applicable, and will incorporate Student's credits from Mayo Clinic into Student's loan eligibility amount.

7. **Insurance.**

(a) 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.

(i) Commercial General Liability Insurance:

- a. The School will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minnesota Statute §3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.
- b. Mayo Clinic will maintain Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.

(ii) Professional Liability Insurance:

- a. The School 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 aggregate.
- b. Mayo Clinic 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.
- c. 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.

(b) Additional Conditions:

- (i) An Umbrella or Excess Liability insurance policy may be used to supplement Mayo Clinic's policy limits to satisfy the full policy limits required by the Agreement.*
- (ii) Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.*
- (iii) If Mayo Clinic receives a cancellation notice from an insurance carrier affording coverage herein, Mayo Clinic agrees to notify the State of Minnesota and the School within five (5) business days with a copy of the cancellation notice, unless Mayo Clinic'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 the School.*
- (iv) Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law. The School is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the School, not to Students.*

8. **Liability.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The School's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736, and the other applicable laws. Furthermore, neither party shall compensate the other party for any of the foregoing. The terms of this section shall survive expiration or termination of this Agreement.

9. **Independent Contractors.** Each party is a separate and independent institution, and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes a bona fide training relationship and that the agents or employees of each respective party are not employees or agents of the other party.

10. **Term.** This Agreement shall be effective as of the last date signed below and shall remain in effect for a total of five (5) years, unless terminated as described in paragraph 11 below.

11. **Termination.**

(a) Either party may terminate this Agreement for any reason by giving at least ninety (90) days written notice to the other party.

(b) In the event that this Agreement is terminated pursuant to this paragraph, the parties hereby agree that no Students participating in an ongoing experience will be denied the opportunity to complete the affiliation, even when the effective date of termination occurs prior to the completion date of the clinical experience. In such event, all applicable provisions of this Agreement, including the right to terminate any Student pursuant to Section 4, shall remain in force during the extension period from the effective date of termination, until the end of the academic term in which the Student is enrolled.

12. **Amendments.** This Agreement may be amended from time to time by written agreement of the parties.

13. **Notices.** Any notice under this Agreement shall be deemed sufficiently given if sent by facsimile, courier, electronic transmittal or similar reliable means of delivery, with receipt confirmed. Such notice shall be directed as set forth below:

For Mayo Clinic:
Annette (Ann) S. Urban, R.T.(R)
Program Director, Radiography
Mayo Clinic School of Health Sciences
200 First Street SW
Rochester, MN 55905
Urban.Annette@mayo.edu

For School:
Rachel G. Cromheecke, MPA
Legal Analyst
Winona State University
Somsen Hall 202A
Winona, MN 55987
RCromheecke@winona.edu

With copy to:
Education Business Services
Siebens 5
Mayo Clinic
200 First Street SW
Rochester, MN 55905
EduAffiliations@mayo.edu

With copy to (if applicable):

14. **Use of Name.** Neither party will use the name or trademarks of the other party in any news release, publicity, advertising, endorsement, or commercial communication without the prior written approval of the other party. All requests for approval for the use of Mayo's name pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least 5 business days prior to the date on which a response is needed; however, the existence and scope of the programs available via this Agreement may be made known to Students as a means of assistance in completing their training requirements.

15. **Assignment.** No party has the right or the power to assign this Agreement, in whole or in part, without the prior written consent of the other parties, and any purported assignment in contravention of this provision shall be null and void.

16. **Governing Law.** This Agreement shall be construed in accordance with the law of the State of Minnesota.

17. **Excluded Entity or Individual.** Each party shall immediately notify the other party in the event that it becomes excluded from any federal health care program.

18. **Enforceability and Waiver.** The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. The invalid or unenforceable provision shall be fully severable. The waiver by a party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

19. **Non-exclusive Agreement.** Each party may enter into similar agreements with other training institutions, provided that such agreements do not materially interfere with the ability of each party to carry out its obligations hereunder.

20. **Compliance with Laws.** Each party shall comply with all federal, state and local laws and regulations applicable to their respective operations, including, but not limited to, those dealing with employment opportunity, immigration and affirmative action such as 42 U.S.C. Sec. 2000 (e) *et seq.*, The Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act of 1990 and any amendments and applicable regulations pertaining thereto.

21. **Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and representations.

22. **Authority.** The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign. Each party hereto consents to be bound by photocopy, scanned PDF, facsimile or electronic signatures of such party's representative(s) hereto.

23. **State Audit.** The books, records, documents and accounting procedures and practices of Mayo Clinic relevant to this Agreement shall be subject to examination by School and the Minnesota Legislative Auditor.

24. **Data Privacy.** Mayo Clinic and School must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applied to all data provided by School in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained or disseminated, by Mayo Clinic in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either Mayo Clinic or School. In the event Mayo Clinic receives a request to release the data referred to in this clause, Mayo Clinic must immediately notify School. School will give Mayo Clinic instructions concerning the release of the data to the requesting party before the data is released.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates written below.

MAYO CLINIC SCHOOL OF HEALTH SCIENCES

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
WINONA STATE UNIVERSITY**

By: DocuSigned by:
Annette S. Urban, P.T.(P)
EB2517ECC50541A...

By: Charla S Miertschin

Name: Annette S. Urban, R.T.(R)

Name: Charla S. Miertschin, PhD

Title: Program Director, Radiography

Title: Dean, College of Science & Engineering

Date: 12/10/2019

Date: November 18, 2019

MAYO CLINIC

By: DocuSigned by:
Gary C. Cseko, MS, MBA
A66625FCC00C445...

By: Edward Reilly

Name: Gary C. Cseko, MS, MBA

Name: Edward Reilly

Title: Division Chair, Education

Title: Interim Provost and VPAA

Date: 12/12/2019

Date: 12/9/19

Mayo EBS
Reviewed by:
BW

SECOND AMENDMENT TO EDUCATION AFFILIATION AGREEMENT
between
MAYO CLINIC through its MAYO CLINIC SCHOOL OF HEALTH SCIENCES
and
MINOT STATE UNIVERSITY

RECITALS

WHEREAS, effective as of September 22, 2015, Mayo Clinic (“Mayo Clinic”) and Minot State University (“School”) entered into an Education Affiliation Agreement (“Agreement”), which was subsequently; and

WHEREAS, Mayo Clinic and School wish to amend said Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

1. To extend **Term**, Section 10, of Agreement for an additional five (5) years, commencing on September 22, 2020 and expiring on September 21, 2025 unless terminated in the interim per provisions of Agreement, Section 11.
2. Except as specifically provided herein, all other terms and conditions of the Agreement shall continue in full force and effect as provided therein.
3. The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign. Each party hereto consents to be bound by photocopy, scanned PDF, facsimile or electronic signatures of such party’s representative(s) hereto.

[Signature page follows]

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Amendment on the day and year written below:

MAYO CLINIC SCHOOL OF HEALTH SCIENCES

MINOT STATE UNIVERSITY

DocuSigned by:
By: Annette S. Urban, P.T.(P)
EB2517ECC50541A...
Name: Annette S. Urban, MA, R.T.(R)
Title: Program Director, Radiography
Date: 9/1/2020

By: *Brent Winiger*
Name: Brent Winiger
Vice President for
Title: Administration and Finance
Date: 9/31/2020

MAYO CLINIC

DocuSigned by:
By: David L. Dahlen
B806C04EB3E14A3...
Name: David L. Dahlen
Title: Administrator, Education
Date: 9/1/2020

Mayo EBS
Reviewed by:
BW

RECEIVING MNSCU – MSHS RST

MASTER EDUCATION AFFILIATION AGREEMENT
between
MAYO CLINIC
and
ST. CLOUD STATE UNIVERSITY

This Master Education Affiliation Agreement (“Agreement”) shall be effective as of January 17, 2022. The parties to this Agreement are **MAYO CLINIC through its MAYO CLINIC SCHOOL OF HEALTH SCIENCES**, with an address of 200 First Street SW, Rochester, MN 55905, (“**Mayo Clinic**”) and **State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ST. CLOUD STATE UNIVERSITY**, with an address of 720 Fourth Avenue South, St. Cloud, MN 56301 (“**School**”).

WHEREAS, School is a duly accredited educational institution providing allied health programs (“**Program**” or “**Programs**”) which require clinical experiences of its students (hereinafter “**Students**”);

WHEREAS, Mayo Clinic is desirous of providing clinical and didactic experiences to Students as part of their overall education, and Mayo Clinic is appropriately accredited to offer the clinical and didactic experiences;

WHEREAS, it is to the benefit of both School and Mayo Clinic to cooperate in the educational preparation of Students, so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources.

NOW THEREFORE, the parties agree as follows:

1. Education Program.

(a) School shall be fully responsible for organizing, establishing and administering the academic education programs at School. The courses of study pursued by the Students at the Mayo Clinic shall be set forth by Mayo Clinic in accordance with requirements of its accrediting agencies to meet Mayo Clinic’s needs and to meet the requirements for School for granting the respective degree.

(b) The number of Students accepted per enrollment period and the dates of each Student’s experience shall be arranged by the mutual agreement of School and Mayo Clinic. All students shall be subject to Mayo Clinic’s admission standards. In the event it becomes necessary to cancel a reserved space or change a Student assignment, School will immediately notify Mayo Clinic.

(c) School agrees to designate for participation in the clinical experience covered by this Agreement only Students who have completed the necessary training, appropriate pre-requisites and didactic work for such programs, and are in good standing with School. School agrees to promptly notify Mayo Clinic if any Student is no longer in good standing. School shall provide Mayo Clinic with advance notice of any Student subject to activity restrictions or who otherwise

requires accommodation of which School is reasonably aware and not prohibited from sharing with Mayo Clinic. Mayo Clinic may, upon request, evaluate the needs and abilities of any such Student and determine the accommodation appropriate for the Student and the clinical area where the Student will receive training.

(d) Students offered admission to Program at Mayo Clinic must comply with Mayo Clinic's prevailing admissions requirements, including, but not limited to, the following:

- (i) Tuberculin skin test (TST) within 12 months of beginning rotation. If student has documentation of being a positive reactor to TST, a chest x-ray within 12 months prior to beginning rotation.
- (ii) Proof of Measles, Mumps, and Rubella immunity by positive antibody titers or 2 doses of MMR.
- (iii) Varicella immunity, by positive antibody titer of chickenpox or proof of 2 doses of Varicella immunization.
- (iv) Proof of Hepatitis B immunization or completion of a certificate of declination of vaccine, if patient contact is anticipated.
- (v) Proof of tetanus/diphtheria immunization within 10 years.
- (vi) Proof of influenza vaccination. Students rotating at Mayo Clinic between October 1 and March 31 are required to provide evidence of the vaccination.
- (vii) Proof of completed COVID-19 vaccination series.
- (viii) Background studies, within 12 months prior to beginning rotation:
 - a. Minnesota clinical locations: Students completing rotations in Minnesota who are expected to have direct patient contact are required to complete a caregiver background check in accordance with Minn. Stat. §245.C.
 - b. Rochester, MN, clinical locations: Students completing rotations in Rochester must complete a national background study which includes:
 - i. Criminal history search including county criminal search and national criminal database search
 - ii. National sex offender database search
 - iii. Government watch list (GWL) search
 - iv. Office of Inspector General's (OIG) List of Excluded Individuals/Entities
 - v. General Services Administration's (GSA) List of Contractors Excluded from Federal Procurement and Non-procurement Programs
 - vi. Office of Foreign Assets Control's (OFAC) Specially Designated Nationals/Terrorist List
 - vii. U.S. Food and Drug Administration (FDA) Debarment List and Disqualified/Totally Restricted List for Clinical Investigators.
- (ix) Medical health insurance coverage for the duration of the rotation.

- (x) HIPAA, Confidentiality, and other training deemed necessary by Mayo Clinic and/or the Mayo Clinic School of Health Sciences (“MCSHS”) Program in which admission is offered.

Mayo Clinic will collect proof of fulfillment of these requirements directly from Students upon admission to but prior to commencement of clinical experience. The costs for all the admissions requirements are the responsibility of the Student and/or School. Admission requirements can be found at <http://www.mayo.edu/mshs/careers/admissions>.

(e) If applicable, School shall perform background studies on any School faculty who supervise Students on-site at Mayo Clinic and ensure that all such faculty are eligible to have direct contact with Mayo Clinic’s patients and Students. School faculty shall notify Mayo Clinic School of Health Sciences before coming on Mayo Clinic campus to make necessary arrangements for access.

(f) Students, and School Faculty if applicable, agree to participate in education and training on electronic medical records as provided by Mayo Clinic. Students, and School Faculty if applicable, shall be subject to and follow all Mayo Clinic’s rules, regulations, policies and procedures for the electronic medical record. The electronic medical record policies, procedures, rules and regulations are subject to change and Mayo Clinic agrees to provide prior notice of any change.

(g) Where applicable, all parties certify that they are in good standing with their respective accrediting bodies, and upon request, will provide documentation of accreditation.

(h) School and Mayo Clinic agree to abide by the limitations set forth in the Family Educational Rights and Privacy Act (“FERPA”) and regulations at 34 CFR 99.33 regarding the protection of educational data. Both parties acknowledge that this Agreement allows access to educational data, and agree to hold that information in strict confidence. Both parties agree not to use or disclose educational data received from or on behalf of either institution except as permitted or required by this Agreement, as otherwise required by law, or as authorized in writing by Student.

(i) Mayo Clinic agrees to:

- (i) Provide the Program Director, Medical Director and teaching faculty for the didactic and clinical courses it presents;
- (ii) Provide the appropriate supervision, equipment, supplies, reagents and miscellaneous items necessary for instruction of the clinical courses;
- (iii) Give School a transcript of completed courses and grades for each Student, and shall certify to School registrar only those Students who satisfactorily complete the Program at Mayo. Should a Student encounter difficulties or fail to complete the Program, the Program Director shall notify School;

- (iv) Offer and maintain classrooms, laboratory, storage room and other appropriate facilities necessary for the Students while on Mayo campus; and
- (v) Maintain all student records and transcripts for instruction presented by Mayo.

(j) School agrees to:

- (i) Grant appropriate academic credit for satisfactory completion of the courses offered at the Mayo Clinic;
- (ii) Maintain all student records and transcripts for instruction presented by School;
- (iii) Provide a named person who will act as liaison/counselor to Students seeking appointment and to those Students enrolled;
- (iv) Offer and maintain the classrooms, laboratory, storage room and other appropriate facilities necessary for the students while on School campus.

(k) Mayo Clinic assumes full responsibility for the care of its patients. It is understood that School does not derive direct revenue from patient care activity at Mayo Clinic.

(l) Mayo Clinic recognizes that it is the policy of the School to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. Mayo Clinic agrees to adhere to this policy in implementing this Agreement.

(m) Mayo Clinic agrees that in fulfilling the duties of this Agreement, it is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The School is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

2. Health Insurance Portability and Accountability Act. Students, and School faculty if applicable, shall be instructed by School prior to beginning the clinical experience concerning the confidentiality of medical information of Mayo Clinic's patients and regarding standard precautions. For purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA"), and associated privacy regulations, Students shall be considered part of Mayo Clinic's work force as that term is defined in HIPAA to include trainees and students. Students are not considered work force or employees of Mayo Clinic for other purposes, including but not limited to tax or employment law. Mayo Clinic shall provide the necessary training specific to HIPAA.

3. Policies and Procedures Governing Students. Mayo Clinic will provide the School with a copy of its policies and regulations which relate to the clinical experience program. Students shall be subject to and follow all Mayo Clinic's rules, regulations, policies and procedures, including standard precautions. Students enrolled in the program covered by this Agreement will also be governed in accordance with the policies and procedures established through School's programs.

4. Termination of Student Experience. Mayo Clinic may decline to appoint a Student or may terminate the participation of a Student in a clinical experience if: (a) the Student is or has been employed at Mayo Clinic and has been involuntarily terminated from employment or (b) the Student's work, conduct or health may, in Mayo Clinic's judgment, have a detrimental effect on its patients, staff or operations. A Student generally will not be removed from a clinical experience until Mayo Clinic has discussed its concerns with a representative of the School. However, Mayo Clinic reserves the right to take immediate action to suspend a Student's participation in response to concerns of patient care or the safety and respect of its staff. Mayo Clinic shall not be arbitrary or discriminatory in the exercise of this right.

5. Student Health Insurance and Emergency Medical Care. Students shall maintain health insurance throughout the entire term of their participation in the clinical experience at Mayo Clinic. Students shall be furnished emergency medical care and treatment, if needed, while on duty at Mayo Clinic with the associated expense to be the responsibility of the Student.

6. Addenda. The Programs to be offered under this Agreement and specific terms applicable to each shall be stated in a Program Addendum to this Agreement executed by the parties. A sample Program Addendum is attached hereto as Attachment A.

7. Tuition.

(a) Students will pay tuition to School for enrolled School courses and to Mayo Clinic for enrolled Mayo Clinic courses. School will not charge tuition or clinical experience fee to Students for courses taken at Mayo Clinic. School will advise Student of any administrative fees payable to School while Student is enrolled in Mayo Clinic courses.

(b) School will advise Students that Mayo Clinic will bill Student directly at the standard per-credit rate as published on Mayo School of Health Sciences website.

(c) Both the School and Mayo Clinic are responsible to explain their tuition payment policy to each accepted student.

(d) School agrees to accept Students' credits from Mayo Clinic

(e) School agrees to administer Student's financial aid, if applicable, and will incorporate Student's credits from Mayo Clinic into Student's loan eligibility amount.

8. Insurance.

(a) 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.

(i) Commercial General Liability Insurance:

- a. The School will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minnesota Statute §3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.
- b. Mayo Clinic will maintain Commercial General Liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.

(ii) Professional Liability Insurance:

- a. The School 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 aggregate.
- b. Mayo Clinic 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.
- c. 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.

(b) Additional Conditions:

- (i) An Umbrella or Excess Liability insurance policy may be used to supplement Mayo Clinic's policy limits to satisfy the full policy limits required by the Agreement.*
- (ii) Each party shall provide to the other party upon request certificates of insurance or self-insurance evidencing the required coverage.*
- (iii) If Mayo Clinic receives a cancellation notice from an insurance carrier affording coverage herein, Mayo Clinic agrees to notify the State of Minnesota and the School within five (5) business days with a copy of the cancellation notice, unless Mayo Clinic'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 the School.*
- (iv) Each party, at its sole expense, shall provide and maintain Workers' Compensation insurance as such party may be required to obtain by law.*

The School is self-insured for Workers' Compensation purposes, and any such insurance extends only to employees of the School, not to Students.

9. Liability. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The School's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736, and the other applicable laws. Furthermore, neither party shall compensate the other party for any of the foregoing. The terms of this section shall survive expiration or termination of this Agreement.

10. Independent Contractors. Each party is a separate and independent institution, and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes a bona fide training relationship and that the agents or employees of each respective party are not employees or agents of the other party.

11. Term. This Agreement shall become effective January 17, 2022 and will remain in effect for a total of five (5) years, unless terminated as described in paragraph 12 below.

12. Termination.

(a) Either party may terminate this Agreement for any reason by giving at least ninety (90) days written notice to the other party.

(b) In the event that this Agreement is terminated pursuant to this paragraph, the parties hereby agree that no Students participating in an ongoing experience will be denied the opportunity to complete the affiliation, even when the effective date of termination occurs prior to the completion date of the clinical experience. In such event, all applicable provisions of this Agreement, including the right to terminate any Student pursuant to Section 4, shall remain in force during the extension period from the effective date of termination, until the end of the clinical experience in which the Student is enrolled.

13. Amendments. This Agreement may be amended from time to time by written agreement of the parties.

14. Notices. Any notice under this Agreement shall be deemed sufficiently given if sent by facsimile, courier, electronic transmittal or similar reliable means of delivery, with receipt confirmed. Such notice shall be directed as set forth below:

For Mayo Clinic:
Administrator
Mayo Clinic School of Health
Sciences
200 First Street SW
Rochester, MN 55905

For School:
Director, Nuclear Medicine Technology / Radiologic
Technology c/o Dean's Office
College of Health and Wellness Professions
Brown Hall 215
St. Cloud State University
720 Fourth Avenue South
St. Cloud, MN 56301-4498

With copy to:
Education Business Services
Siebens 5
Mayo Clinic
200 First Street SW
Rochester, MN 55905
EduAffiliations@mayo.edu

15. Use of Name. Neither party will use the name or trademarks of the other party in any news release, publicity, advertising, endorsement, or commercial communication without the prior written approval of the other party. All requests for approval for the use of Mayo's name pursuant to this Section must be submitted to the Mayo Clinic Public Affairs Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least 5 business days prior to the date on which a response is needed; however, the existence and scope of the programs available via this Agreement may be made known to Students as a means of assistance in completing their training requirements.

16. Assignment. No party has the right or the power to assign this Agreement, in whole or in part, without the prior written consent of the other parties, and any purported assignment in contravention of this provision shall be null and void.

17. Governing Law. This Agreement shall be construed in accordance with the law of the State of Minnesota.

18. Excluded Entity or Individual. Each party shall immediately notify the other party in the event that it becomes excluded from any federal health care program.

19. Enforceability and Waiver. The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. The invalid or unenforceable provision shall be fully severable. The waiver by a party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach thereof.

20. Non-exclusive Agreement. Each party may enter into similar agreements with other training institutions, provided that such agreements do not materially interfere with the ability of each party to carry out its obligations hereunder.

21. Compliance with Laws. Each party shall comply with all federal, state and local laws and regulations applicable to their respective operations, including, but not limited to, those dealing with employment opportunity, immigration and affirmative action such as 42 U.S.C. Sec. 2000 (e) et seq., The Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act of 1990 and any amendments and applicable regulations pertaining thereto.

22. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and representations.

23. Authority. The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign. Each party hereto consents to be bound by photocopy, scanned PDF, facsimile or electronic signatures of such party's representative(s) hereto.

24. State Audit. The books, records, documents and accounting procedures and practices of Mayo Clinic relevant to this Agreement shall be subject to examination by School and the Minnesota Legislative Auditor.


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

~ Signature page follows: ~

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates written below.

MAYO CLINIC SCHOOL OF HEALTH SCIENCES

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
ST. CLOUD STATE UNIVERSITY**

By:  401A9D9CD13D450...

By:  CCEA39E296284FB...

Name: Troy A. Tynsky, M.Ed.

Name: Shonda Craft. Ph.D.

Title: Administrator, Education


Title: Dean, College of Health and Wellness Professions

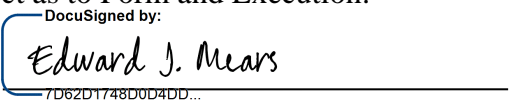
Date: 2/22/2022

Date: 2/22/2022

MAYO CLINIC

Correct as to Form and Execution:

By:  B806C04EB3E14A3...

By:  7D62D1748D0D4DD...

Name: David L. Dahlen

Name: Edward J. Mears

Title: Administrator, Education

Date: 2/22/2022

Date: 2/22/2022



**ATTACHMENT A
ADDENDUM – SAMPLE**

**PROGRAM ADDENDUM TO THE
MASTER EDUCATION AFFILIATION AGREEMENT
between
MAYO CLINIC
and
ST. CLOUD STATE UNIVERSITY**

In accordance with the terms of the above-referenced Agreement, which became effective on _____, the parties will offer the following Program:

- I. Program:** <Enter Name of Program>, accredited by _____.
- II. Student Selection:** School will identify Students who meet criteria to participate in Program as called for by Section 1(c) of the Master Education Affiliation Agreement. Potential Students must apply to Program following the Application Process on Program website (_____).
- III. Health Requirements and Background Studies.** Students are subject to current admission requirements as called for by Section 1(d) of the Master Education Affiliation Agreement.
- IV. Policies and Procedures Governing Students.** Students enrolled in Program covered by this Addendum shall be subject to and follow all Mayo Clinic rules, regulations, policies and procedures, including standard precautions.
- V. Term.** This Program Addendum is effective as of the last date signed below and is automatically renewed for subsequent one year terms for a total of five (5) years.
- VI. Administrative Contacts.**

<u>For Mayo Clinic:</u> <Program Director Name> <Select One> <Select One> <Select One> <Select One>	<u>With copy to:</u> Education Business Services Siebens 5 Mayo Clinic 200 First Street SW Rochester, MN 55905	<u>For School:</u> <School Contact Person Name> <Enter School Name> <Enter Address of School>
--	---	--

~Signatures on following page~

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Clinical Education Master Agreement as of the respective dates written below.

MAYO SCHOOL OF HEALTH SCIENCES

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
ST. CLOUD STATE UNIVERSITY**

By: _____

By: _____

Name: *(sample addendum - DO NOT SIGN)* _____

Name: *(sample addendum - DO NOT SIGN)* _____

Title: _____

Title: _____

Date: _____

Date: _____

MAYO CLINIC

By: _____

By: _____

Name: *(sample addendum - DO NOT SIGN)* _____

Name: *(sample addendum - DO NOT SIGN)* _____

Title: _____

Title: _____

Date: _____

Date: _____

Mayo EBS
Reviewed by:

RECEIVING MNSCU – MSHS RST

**PROGRAM ADDENDUM TO THE
MASTER EDUCATION AFFILIATION AGREEMENT
between
MAYO CLINIC
and
ST. CLOUD STATE UNIVERSITY**

In accordance with the terms of the above-referenced Agreement, which became effective on January 17, 2022, the parties will offer the following Program:

- I. Program: Radiography**, accredited by Joint Review Committee on Educational Programs in Radiologic Technology.

- II. Student Selection**: School will identify Students who meet criteria to participate in Program as called for by Section 1(c) of the Master Education Affiliation Agreement. Potential Students must apply to Program following the Application Process on Program website (<http://www.mayo.edu/mshs/careers/radiography/radiography-program-minnesota/application-process>).

- III. Health Requirements and Background Studies**. Students are subject to current admission requirements as called for by Section 1(d) of the Master Education Affiliation Agreement.

- IV. Policies and Procedures Governing Students**. Students enrolled in Program covered by this Addendum shall be subject to and follow all Mayo Clinic rules, regulations, policies and procedures, including standard precautions.

- V. Term**. This Program Addendum is effective for five (5) years.

- VI. Administrative Contacts**.

For Mayo Clinic:
Ann Urban, MA, R.T.
Program Director, Radiography
Mayo Clinic School of Health
Sciences
200 First Street SW
Rochester, MN 55905
urban.annette@mayo.edu

With copy to:
Education Business Services
Siebens 5
Mayo Clinic
200 First Street SW
Rochester, MN 55905
EduAffiliations@mayo.edu

For School:
Director, Radiologic Technology
c/o Dean’s Office
College of Health and Wellness
Professions
Brown Hall 215
St. Cloud State University
720 Fourth Avenue South
St. Cloud, MN 56301-4498

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Clinical Education Master Agreement as of the respective dates written below.

MAYO CLINIC SCHOOL OF HEALTH SCIENCES

**MINNESOTA STATE COLLEGES AND UNIVERSITIES
ST. CLOUD STATE UNIVERSITY**

By: DocuSigned by:
Annette S. Urban, P.T.(P)
EB2517ECC50541A...

By: DocuSigned by:
Shonda M. Craft, PhD, MFT
CCEA39E296284FB...

Name: Ann Urban, MA, R.T.

Name: Shonda Craft. Ph.D.

Title: Program Director, Radiography

Title: Dean, College of
Health and Wellness Professions

Date: 2/22/2022

Date: 2/22/2022

MAYO CLINIC

Correct as to Form and Execution:

By: DocuSigned by:
David L. Dahlen
B806C04EB3E14A3...

By: DocuSigned by:
Edward J. Mears
7D62D1748D0D4DD...

Name: David L. Dahlen

Name: Edward J. Mears

Title: Administrator, Education

Date: 2/22/2022

Date: 2/22/2022

Mayo EBS
Reviewed by:
Thomas W. Hansen
1E6CFADBFF574B0...