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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 **Magnetic Resonance Imaging 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.

(e) 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) Proof of COVID-19 vaccination.
- (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. Office of Inspector General's (OIG) List of Excluded Individuals/Entities
 - iv. General Services Administration's (GSA) List of Contractors Excluded from Federal Procurement and Non-procurement Programs
 - v. Office of Foreign Assets Control's (OFAC) Specially Designated Nationals/Terrorist List
 - vi. 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.

- (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 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:

- (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:

Jacque Burnes M.Ed, RT(R)(M)(MR)
MRI Program Director
Mayo Clinic School of Health Sciences
200 First Street SW
Rochester, MN 55905
burnes.jacqueline@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:
Jacqueline M Burnes, RT(R)(M)(MR)
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By: Charla S Miertschin

Name: Jacque Burnes M.Ed, RT(R)(M)(MR)

Name: Charla S. Miertschin, Ph.D.

Title: Program Director - MRI

Title: Dean, College of Science & Engineering

Date: 11/28/2022

Date: 10/26/2022

MAYO CLINIC

By: DocuSigned by:
David L. Dahlen
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By: Darrell Newton

Name: David L. Dahlen

Name: Darrell Newton, Ph.D.

Title: Administrator, Education

Title: Provost and Vice President for
Academic Affairs

Date: 11/28/2022

Date: 10/26/2022

Mayo EBS
Reviewed by:
Thomas W. Hansen
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