

**Clinical Education Agreement
between
MAYO CLINIC HEALTH SYTEM -
and
<NAME OF SCHOOL>**

This Clinical Education Agreement (“Agreement”) shall be effective as of the last date signed below. The parties to this Agreement are **MAYO CLINIC HEALTH SYSTEM-**, with an address of _____, (“**MCHS**”) and the **State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of <NAME OF SCHOOL>**, with an address of _____ (“**School**”).

WHEREAS, School is a duly accredited educational institution providing a program in **<Insert Name of Program>** (“**Program**”) which requires clinical experiences of its students (hereinafter “**Students**”);

WHEREAS, MCHS has health care facilities as shown in Attachment A which have the resources in equipment and staff to provide the clinical experiences required by the School Program; and

WHEREAS, MCHS utilizes a distinct scheduling process for Nursing student clinical rotations; as such, they are excluded from this Agreement; and

WHEREAS, it is to the benefit of both School and MCHS 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 program. School will provide MCHS with objectives for the clinical experience and implement the objectives in cooperation with MCHS’s designated representative.

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

(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 shall provide MCHS 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 MCHS.

MCHS 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 MCHS must comply with MCHS'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 MCHS 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. 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.
 - c. 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 MCHS and/or the Mayo School of Health Sciences ("MSHS") Program in which admission is offered.

School shall be the central repository for documentation of Students' health information, insurance, and background studies. Random audits of student records may be performed annually. School is required to respond to audit request within ten business days.

The costs for all the admissions requirements are the responsibility of the Student and/or School.

(e) If applicable, School shall perform State background studies on any School faculty who supervise Students on-site at MCHS and ensure that all such faculty are eligible to have direct contact with MCHS's patients and Students. School faculty shall notify MCHS before coming on MCHS 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 MCHS. Students, and School Faculty if applicable, shall be subject to and follow all MCHS'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 MCHS 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 MCHS 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) MCHS agrees:

(i) To provide direct supervision of Students by qualified clinicians who are on staff at MCHS ("Supervising Clinicians");

(ii) That all notes or charting concerning a patient's treatment or progress, if written by a Student, will be signed by the Student and will include a Supervisory clinical note by the clinical faculty; and

(iii) To complete written evaluations on each Student on forms provided by the School.

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

(k) MCHS 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. MCHS agrees to adhere to this policy in implementing this Agreement.

(l) MCHS 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 shall be instructed by School prior to beginning the clinical experience concerning the confidentiality of medical information of MCHS'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 MCHS's work force as that term is defined in HIPAA to include trainees and students. Students are not considered work force or employees of MCHS for other purposes, including but not limited to tax or employment law. MCHS shall provide the necessary training specific to HIPAA.

3. **Policies and Procedures Governing Students.** MCHS 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 MCHS'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.** MCHS 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 MCHS and has been involuntarily terminated from employment or (b) the Student's work, conduct or health may, in MCHS's judgment, have a detrimental effect on its patients, staff or operations. A Student generally will not be removed from a clinical experience until MCHS has discussed its concerns with a representative of the School. However, MCHS 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. MCHS 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 MCHS. Students shall be furnished emergency medical care and treatment, if needed, while on duty at MCHS with the associated expense to be the responsibility of the Student.

6. **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. MCHS 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. MCHS 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 MCHS'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 MCHS receives a cancellation notice from an insurance carrier affording coverage herein, MCHS agrees to notify the State of Minnesota and the School within five (5) business days with a copy of the cancellation notice, unless MCHS'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.

7. 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.

8. 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.

9. 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 10 below.

10. 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.

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

12. 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 MCHS:

<Name, Title and Mailing Address>
<Email Address>

For School:

<Name, Title and Mailing Address>
<Email Address>

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):

<Name, Title and Mailing Address>
<Email Address>

13. 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. Data Privacy. MCHS 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 MCHS 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 MCHS or School. In the event MCHS receives a request to release the data referred to in this clause, MCHS must immediately notify School. School will give MCHS 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 HEALTH SYSTEM -

**MINNESOTA STATE COLLEGES AND
UNIVERSITIES
<NAME OF SCHOOL>**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mayo EBS
Reviewed by:

By: _____

Name: _____

Title: _____

Date: _____

Mayo Clinic Health System and Minn. State Allied Health Clinical Affiliation Agreement

Attachment A

Clinical experiences at the following Mayo Clinic Health System entities and their satellite locations (subject to change) are covered by this Agreement: