

Cover email to MnSCU entity regarding affiliation agreement for non-nursing rotation for an individual student taking place at a Mayo Clinic (Rochester, MN).

Subject: Clinical Education Agreement between [MnSCU Entity] and Mayo Clinic

Dear _____:

[Introductory paragraph will reference from whom the request for this new agreement was received and whether or not it is a new agreement that's replacing an existing agreement. If replacing existing agreement(s), specifics included here.]

Because your school is a member of MnSCU, the attached agreement has been drafted using the template that was approved by a member of the MnSCU Office of General Counsel in January 2016. No edits should be required, other than potentially in the Notices section.

You may refer to the following template on the MnSCU Clinical Affiliation Agreements webpage (<http://www.ogc.mnscu.edu/clinicalagreements/index.html>) for reference and comparison purposes:

- Mayo Clinic (Rochester) –Non-nursing Rotation for Individual Student

If you want verification of this approved template by MnSCU General Counsel's Office, you may contact Mary Al Balber, Assistant General Counsel, at 651-201-1752 or maryal.balber@so.mnscu.edu.

If the agreement is acceptable as written, please obtain signature(s) from the appropriate authorized representatives at your school and then send a scanned pdf to me for Mayo signatures. A fully executed copy will be returned for your files.

Thank you for your assistance in this process. I look forward to hearing from you.

Best regards,

[Signed by either Rebecca Waara or Lindsay Meyer, with respective contact information]

Education Business Services

Mayo Clinic

200 First Street S.W.

Rochester, MN 55905

www.mayoclinic.org



Mayo School of Health Sciences
<Select One>
<Select One>

<Date>

<School Contact - Name, Title, Mailing Address, Email Address>

Dear <Contact>:

This letter confirms the following arrangements for <Student Name> (“Student”), one of your <Program Name> students who will be rotating to our site from <Enter Begin Date> through <Enter End Date>. Upon signature of the appropriate representatives of **Mayo Clinic** (“Mayo Clinic”) and the **State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of <Name of School>** (“School”) below, the parties agree as follows:

Academic Standing: Student is currently in good standing at School.

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.

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.

Supervision/Teaching/Evaluation: All patient care services provided by Student shall be under the direct and exclusive supervision and control of Mayo Clinic staff. <Preceptor Name> and the staff of <Enter Rotation Department> will be responsible for the teaching, supervision and evaluation of Student assigned to Mayo Clinic under this agreement.

The Mayo School of Health Sciences Education Coordinator, <Enter Name of Staff or Faculty>, will assume administrative responsibility for Student while on rotation.

Mayo Clinic assumes all responsibility for patient care at its facility. It is understood that individual patient care is not covered, supervised or paid for by School and School does not derive direct revenue from patient care activity at Mayo Clinic.

Health Status/Background Study: Students offered clinical experience at Mayo Clinic must comply with Mayo Clinic's prevailing admissions requirements, including, but not limited to, the following:

- (a) 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.
- (b) Proof of Measles, Mumps, and Rubella immunity by positive antibody titers or 2 doses of MMR.
- (c) Varicella immunity, by positive antibody titer of chickenpox or proof of 2 doses of varicella immunization.
- (d) Proof of polio vaccination or immunity by positive antibody titers;
- (e) Proof of Hepatitis B immunization or completion of a certificate of declination of vaccine, if patient contact is anticipated.
- (f) Proof of tetanus/diphtheria immunization within 10 years.
- (g) Proof of influenza vaccination. Students rotating at Mayo Clinic between October 1 and March 31 are required to provide evidence of the vaccination.
- (h) Background studies, within 12 months prior to beginning rotation:
 - (i) 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.
 - (ii) National background study which includes:
 - a. Criminal history search including county criminal search and national criminal database search
 - b. National sex offender database search
 - c. Government watch list (GWL) search
 - d. Office of Inspector General's (OIG) List of Excluded Individuals/Entities
 - e. General Services Administration's (GSA) List of Contractors Excluded from Federal Procurement and Non-procurement Programs
 - f. Office of Foreign Assets Control's (OFAC) Specially Designated Nationals/Terrorist List
 - g. U.S. Food and Drug Administration (FDA) Debarment List and Disqualified/Totally Restricted List for Clinical Investigators.
 - (iii) 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.
 - (iv) 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.
- (i) Medical health insurance coverage for the duration of the rotation.
- (j) 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>. The costs for all the admissions requirements are the responsibility of the Student and/or School.

Termination of Student Experience: Mayo Clinic may decline to appoint Student or may terminate the participation of Student in 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. 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.

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

Health Insurance and Portability and Accountability Act: Student 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, Student shall be considered part of Mayo Clinic's work force as that term is defined in HIPAA to include trainees and students. Student is 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.

Protection of Educational Data: 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.

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.

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.

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.

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

[Signature page follows]

By signing this letter, you are agreeing to the conditions listed above for the student on rotation at Mayo Clinic. Please ensure the appropriate MnSCU administrator reviews and executes this letter on behalf of your School. Should you have any questions regarding this letter of agreement, please feel free to contact <name> at <phone number> or <email address>. Each party hereto consents to be bound by photocopy, scanned PDF, facsimile or electronic signature of such party's representative(s) hereto.

MAYO SCHOOL OF HEALTH SCIENCES

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

MINNESOTA STATE COLLEGES AND UNIVERSITIES

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

MAYO CLINIC

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

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

<p>Mayo EBS Reviewed by: _____</p>
