

**SOUTHEAST REGIONAL CRISIS CENTER
COLLABORATION AGREEMENT**

This **SOUTHEAST REGIONAL CRISIS CENTER (“SERCC”) COLLABORATION AGREEMENT** (the “**Agreement**”) is made and entered into as of _____ (the “**Effective Date**”) by and between **MAYO CLINIC**, a Minnesota nonprofit corporation with offices at 200 First Street SW, Rochester MN 55905 (“**Mayo**”), _____ (each a “**Party**” and together the “**Parties**”).

WHEREAS,

WHEREAS, the Parties wish to collaborate and form an advisory committee to provide strategic guidance and direction for SERCC located in Rochester, Minnesota.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth below:

1.1 “Agreement” shall mean this Master Collaboration Agreement (as defined herein), and any attachments, exhibits and addenda attached thereto, each presently in effect or as amended hereafter.

1.2 “Collaboration Activities” shall mean collaboration activities with regard to the services provided at SERCC, including staffing, resource funding, sustainability, data trends, support, any additional feedback, to assist SERCC in maintaining a shared vision to meet community needs, appropriate patient management and care, and education.

1.3 “Advisory Committee” means an affiliate board in SERCC Governance Model. The Advisory Committee’s role is to engage in Collaboration Activities with community members to inform and advise the Managing Organization with regard to the services offered through SERCC. The purpose of the Advisory Board is to inform and improve the care and services provided, and to engage other community members in collaborative efforts in support of SERCC’s mission, values and goals.

1.4 “Managing Organization” means the organization(s) that have entered into a services agreement with Olmsted County for the management and operations of SERCC.

2. Scope of the Agreement. The terms and conditions of this Agreement will govern the overall conduct of specified Collaboration Activities between the Parties.

3. Term. Subject to the termination provisions set forth in this Agreement, the term of this Agreement shall begin on the Effective Date and shall continue for an initial term of one (1) year. Upon the expiration of the initial one-year term and upon each anniversary thereafter, this Agreement shall automatically renew on the same terms and conditions for additional renewal terms of one (1) year each, unless terminated earlier in accordance with the terms of this Agreement (“**Term**”).

4. Termination. Except as otherwise specifically provided herein, this Agreement may only be terminated upon the occurrence of any of the following events:

4.1 by mutual written agreement of the Parties;

4.2 by a Party, without cause, and upon not less than thirty (30) days' prior written notice of such termination;

4.3 by the non-defaulting Party, upon a material breach of any other provision of this Agreement by another Party, if such breach is not cured within thirty (30) calendar days after written notice is provided to the alleged defaulting Party; or

4.4 A Party, upon the dissolution of the Advisory Committee.

5. **Effect of Termination.** Upon termination, termination, (i) no Party shall have any further obligations under this Agreement except for those accruing prior to the date of termination, and (ii) each Party shall cease use of and return to the other(s) or destroy all confidential information of such Party(ies).

6. **Advisory Committee Structure.**

6.1 **Establishment.** Promptly after the Effective Date, the Parties shall establish the Advisory Committee to engage in and coordinate the activities of the Parties under this Agreement, and the performance of the Collaboration Activities.

6.2 **Membership.** The Advisory Committee shall be comprised of _____ representatives from the Parties and _____ representatives from Mayo. Either Party may replace its respective Advisory Committee representatives at any time with prior written notice to the other Parties, provided that such replacement is of comparable responsibility within that Party's organization as the person he or she is replacing. Without limiting the foregoing, each Party shall agree to select _____ members of Advisory Committee to co-chair the meetings for the Advisory Committee (each, a "**Co-Chair**"). The Co-Chairs for the Advisory Committee shall (i) coordinate and prepare the agenda and ensure the orderly conduct of the Advisory Committee's meetings, (ii) attend (subject to below) each meeting of the Advisory Committee, and (iii) prepare and issue minutes of each meeting to all members of the Advisory Committee thereafter accurately reflecting the discussions and actions of the Advisory Committee. Such minutes from each Advisory Committee meeting shall not be finalized until the applicable Co-Chair from each Party has reviewed and confirmed the accuracy of such minutes in writing. The selected Co-Chairs shall solicit agenda items from the other Advisory Committee members and provide an agenda along with appropriate information for such agenda reasonably in advance (to the extent possible) of any meeting. It is understood that such agenda shall include all items requested by either Co-Chair for inclusion therein. In the event the Co-Chair or another member of the Advisory Committee from either Party is unable to attend or participate in any meeting of the Advisory Committee, the Party who designated such Co-Chair or member may designate a substitute Co-Chair or other representative for the meeting.

6.3 **Meetings.** Unless otherwise agreed by the Parties, the Advisory Committee will meet at least quarterly, and no more frequently than monthly during the Term. Each Party shall be responsible for its own expenses relating to such meetings. As appropriate, other employee representatives of the Parties may attend Advisory Committee meetings as observers, but no third-party personnel may attend unless otherwise agreed by the Parties. Each Party may also call for special meetings to address particular matters requested by such Party.

6.4 **Decision Making.** The Advisory Committee will refer any matters that require decision making for SERCC to Olmsted County, as the owner of SERCC, and its contracted Managing Organization. For avoidance of doubt, the Advisory Committee shall have no liability or authority to engage in decision making over the services, management, and operation of SERCC.

7. Confidentiality, Exclusivity.

7.1 Confidential Information. Both Parties acknowledge and agree that in the course of performance under this Agreement, they may have access to certain confidential information belonging to the other Parties, including but not limited to, trade secrets, policies, procedures, operating manuals, utilization and quality assurance programs, software, marketing techniques, contractual arrangements, patient information, price lists, pricing policies, and other business and financial information (collectively, "**Confidential Information**"). As used herein, a Party disclosing Confidential Information shall be defined as the "**Disclosing Party**" and the Party to whom the Disclosing Party discloses such information shall be defined as the "**Recipient.**" Both Parties shall maintain the confidentiality of all such Confidential Information and shall not divulge such information to any third parties, except as otherwise provided for under this Agreement and under law. Both Parties shall take reasonable precautions against disclosure of any of the Confidential Information to unauthorized persons by any of its officers, directors, employees, or agents. Upon termination of this Agreement for any reason, both Parties shall cease all use of any of the Confidential Information and shall return to the other Parties or destroy any copies thereof. The terms of this Section shall survive the termination, expiration, non-renewal, or rescission of this Agreement.

7.2 Exceptions. This Agreement imposes no obligation upon Recipient with respect to Confidential Information that Recipient can prove, to a court of competent jurisdiction:

- (a) was at the time of receipt, in the public domain;
- (b) became, after its receipt, part of the public domain through no fault of the Recipient or its representatives;
- (c) was in the possession of the Recipient before its receipt from the Disclosing Party or its representatives;
- (d) is independently developed by Recipient without reference to Confidential Information, as established by competent proof;
- (e) is disclosed pursuant to a requirement or request of a government agency, subpoena or other legal proceeding, provided that in the event that the Recipient becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand, other demand or request by government agency or the application of statutes, rules and regulations under the federal securities laws or similar process) to disclose any of the Confidential Information, the Recipient shall provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure to allow the Disclosing Party to seek a protective order or other remedy. In the event that a protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions hereof, Recipient agrees to furnish only that portion of the Confidential Information which is legally required to be furnished.

7.3 Exclusivity. this Agreement is not intended to be exclusive as to any of the Parties. The Parties may engage in similar collaborations or activities with any other entity.

8. Use of Name. Except as specifically permitted in this Agreement, neither Party shall use the names or trademarks of the other Parties nor any of the other Parties' affiliated entities in any news release, advertising, publicity, endorsement, promotion, or commercial communication without the prior written approval of the other Party(ies). All requests for approval for the use of Mayo's name pursuant to this Section must be submitted to the Mayo Clinic Business Relations Group at the following email address: BusinessRelations@mayo.edu at least seven (7) business days prior to the date on which a response is needed.

9. Indemnification. Each Party and its subsidiaries and affiliates, together with their respective officers, directors, employees, agents and contractors (the "**Indemnifying Party**") shall indemnify, hold harmless, and defend the other Parties and each other Party's subsidiaries and affiliates, together with their respective officers, directors, employees, agents and contractors (collectively, the "**Indemnified Party**"), from and against any and all losses, expenses, actions, claims, demands, suits, judgments, awards, damages, liabilities, costs, and reasonable attorneys' fees, the Indemnified Party may incur or suffer by reason of or arising out of any third party claim attributable to the negligence or intentional acts or omissions of Indemnifying Party. The Indemnified Party shall have the right to be represented by counsel of its own choosing. The indemnification provisions contained in this Section shall survive the termination of this Agreement.

10. Insurance. Olmsted County will maintain such insurance as will protect Olmsted County against risk of loss or damage to SERCC and the contents within and SERCC site and any improvements located thereon and against claims which may arise from the construction, operation, use or maintenance of SERCC.

11. Recordkeeping and Confidentiality of Medical Information. The Parties shall abide by all applicable federal, state, and local laws, rules, regulations, and standards with respect to clinical recordkeeping and maintenance of the confidentiality of medical records and the handling, storage, transmission and release of patient information. The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 as amended from time to time (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and the implementing regulations to ensure the integrity and confidentiality of Protected Health Information and, if applicable, to enter into a Business Associate Agreement. The terms of this Section shall survive the termination, expiration, non-renewal, or rescission of this Agreement.

12. Compliance with Laws. The Parties, in the performance of their respective obligations hereunder, agree to comply with all applicable laws, rules and regulations.

13. Exclusion from Governmental Programs. Each Party represents that neither it nor any of its directors, trustees, officers or employees, have been convicted of a criminal offense related to healthcare, debarred, suspended, declared ineligible, or excluded from participating with Medicare, Medicaid or any other governmental plan or program that provides health benefits, whether directly through insurance or otherwise, which is funded directly, in whole or in part, by the United States Government or any State health care program. This shall be an ongoing representation during the term, and each Party shall notify the other of any change in the status of the representations set forth in this Section. A Party may terminate this Agreement immediately upon the occurrence or notification of any of the above.

14. Inducement. It is not the purpose of this Agreement or the intent of the Parties to induce or encourage the referral of patients, and there is no requirement under this Agreement or under any other Agreement between the Parties that Parties or its medical staff refer patients to the other(s) for products or services. No payment made under this Agreement will be made in return for the referral of patients, or will be made in return for the purchasing, leasing, or ordering of any products or services.

15. Relationship of the Parties. It is mutually understood and agreed that the relationship between the Parties is that of independent contractors. Neither Party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither Party shall have nor exercise any control or direction over the methods by which the other Parties perform work or obligations under this Agreement. Further, nothing in this Agreement is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the Parties. Each Party shall have sole responsibility for the reporting and payment of these taxes for its own respective employees. In the event that the Internal Revenue Service or any other party should question the independent contractor status of the Parties, each Party hereto agrees that the other shall have the right to participate, at its own cost, in any discussions or negotiations regarding such status.

16. Notices. All notices and other business communications between the Parties related to this Agreement shall be in writing and either personally delivered, sent by certified or registered mail, overnight courier, (with a copy to follow by certified or registered mail or overnight courier) addressed as follows:

- (a) If to :
- (b) If to :
- (c) If to :
- (d) If to :
- (e) If to :
- (f) If to :
- (g) If to :
- (h) If to :
- (i) If to :
- (j) If to :
- (k) If to Mayo: Mayo Clinic
General Counsel
200 First Street SW
Rochester, MN 55905

Notices sent by facsimile shall be deemed delivered upon receipt of machine confirmation by sender. Notices sent by overnight courier shall be deemed delivered upon receipt. Notices sent by certified or registered mail shall be deemed delivered on the date reflected on the receipt. Notices personally delivered are considered effective upon the date of delivery. Either Party may change its address or facsimile number by giving written notice in compliance with this Section.

17. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each Party and their legal representatives and successors, and each subsidiary and each affiliate of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement, except as otherwise expressly provided herein.

18. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Parties; provided, that a Party may assign this Agreement without the prior written consent of the other Parties to any wholly owned affiliate or other entity that controls, is controlled by or is under common control with such Party.

19. Entire Agreement/Amendment. This Agreement, together with any attachments or exhibits hereto, constitutes the entire Agreement between the Parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the Parties. This Agreement may not be amended or modified except by a writing signed by both Parties and identified as

an amendment to this Agreement.

20. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by the laws of the State of Minnesota, except that no Minnesota conflicts of law or choice of law provision shall apply to this Agreement.

21. Counterparts. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

MAYO CLINIC

By: _____
Name: _____
Its: _____
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