

AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of the last date of either party to execute this agreement, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI on behalf of University of Missouri Health Care (hereinafter referred to as "UNIVERSITY") and, the City of Columbia, Missouri on behalf of its Department of Public Health and Human Services (hereinafter referred to as "Training Site").

WITNESSETH:

WHEREAS, the University has programs for the education and training of residents and fellows (TRAINEES) and is desirous of obtaining additional educational experience for Trainees in Public Health programs; and

WHEREAS, the Training Site, in the interest of furthering the educational objectives of the University, desires to make its facilities available to the Trainees for such experience and instruction.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, the parties do hereby agree as follows:

1. TRAINEE ASSIGNMENT. Training Site agrees to provide Trainees the opportunity to obtain educational experience in Public Health programs through observation and shadowing of Training Site staff, and University agrees to assign these Trainees to Training Site to obtain such learning experiences on the terms and conditions hereinafter described, and provide Training Site with scheduling specifics for time and place as agreed upon by Training Site.
2. DUTIES OF UNIVERSITY
 - 2.1 Trainee Assignment. Prior to assigning Trainees to Training Site, University shall:
 - a. Orient Trainees to those policies and procedures provided by Training Site to University, and to such other policies, procedures, rules and regulations University deems appropriate.
 - b. Provide Training Site with such current information concerning Trainees as shall be mutually agreed upon by both parties.
 - c. Obtain Training Site's approval of Trainees' periods of affiliation.
 - 2.2 University Coordinator. Associate Dean for Medical Education will oversee this affiliation agreement for the University and may delegate specifics to department programs.

University will oversee:

- a. Selection, in cooperation with designated Training Site personnel, of the appropriate experiences for the Trainees.
- b. Identification by written agreement, with Training Site approval, of Training Site's educational and administrative duties, departmental guidelines and educational objectives, and staff who will teach supervise and evaluate Trainees while on Training Site rotation.
- c. Communication with Training Site personnel prior to and following Trainee affiliations and at such time as either party shall deem appropriate, to evaluate Trainee performance and experiences.

2.3 Compliance with the Training Site Rules. Trainees will comply with all rules and regulations of the Training Site to the extent they are presented at orientation or otherwise made available to Trainees. Upon the Training Site's request, the University shall terminate a Trainee's affiliation at Training Site who fails to comply with the Training Site's rules and regulations.

2.4 Termination of Affiliation. Upon request of Training Site, University shall immediately terminate a Trainee affiliation at Training Site, if, in the sole discretion of Training Site, such Trainee's affiliation is detrimental to patient care; provided, however, that Training Site shall provide University with written notice thereof within a reasonable time following the request for removal.

2.5 University provides liability and/or malpractice insurance or self-funded coverage that covers Trainees for their educational experience at Training Site.

2.6 University will cover any University salary and any University fringe benefits paid to Trainee during rotation at Training Site unless other arrangements have been agreed upon by Training Site and University.

2.7 Training Site may be asked to cover Trainees non-salary expenses of rotation by separate agreement. Such agreements, if any, are attached.

3. TRAINING SITE DUTIES. During the affiliation, Training Site shall:

- 3.1 Maintain primary responsibility at all times for patient care and total health services.
- 3.2 Cooperate with University in the selection of the appropriate educational experiences for Trainees.
- 3.3 Provide physical space for the personal apparel and effects of the Trainees assigned to Training Site.

- 3.4 Inform University, through the Coordinator described in Section 2.2 of any new procedures and/or policies, or any changes in procedures and/or policies which may affect the affiliation described herein.

4. CONFIDENTIAL INFORMATION

- 4.1 University shall inform Trainees and faculty members of their obligation not to disclose any confidential material or information connected with the Training Site or any of its patients. The University recognizes and acknowledges that by participation of Trainees and faculty members in Training Site experiences, the Trainees and faculty members of University may have access to the protected health information ("PHI") of the Training Site's patients, as defined by the HIPAA Privacy Rule (42 CFR Parts 160 and 164) (hereinafter "Privacy Rule"). Access to PHI shall not be allowed by either Trainees or faculty members unless the Trainees and faculty members have signed Training Site's standard confidentiality form and unless University certifies in writing that Trainees and faculty members have completed University's HIPAA training curriculum.
- 4.2 The parties agree that i) the Trainees and faculty members of University shall not disclose, keep, retain, transfer, or distribute, any PHI to which such Trainees and faculty members have access through the educational participation; ii) designated Trainees and faculty members of University shall not transfer, exchange, or otherwise distribute any PHI to any other person or legal entity except Training Site staff involved in the treatment of the patients as required by participation in the educational experience as described herein; iii) Trainees and faculty members of University shall not transfer or exchange any PHI of Training Site's patients via unencrypted electronic mail, electronic messaging, or paper. Trainees and faculty members of University shall immediately notify Training Site in writing if any PHI is transferred, exchanged, distributed, held or retained in violation of this Agreement or in violation of any law. University personnel not involved in this educational experience will never access or request to access any PHI of the Training Site or its patients. University shall immediately notify Training Site in writing if any PHI is transferred, exchanged, distributed, held or retained in violation of this agreement or in violation of any law.
- 4.3 The parties agree that the Trainees and faculty members, to the extent allowed by law, will be considered to be part of the Training Site's "workforce," as defined by the Privacy Rule, for purposes of accessing, using or disclosing PHI while participating in educational experiences at Training Site. The parties further agree that this "workforce" designation shall be solely for purposes of complying with Privacy Rule requirements and will not create any type of agency or employee relationship between the Trainees/faculty members and Training Site or otherwise affect any provisions in this agreement related to the independent status of the Trainees and faculty members.

5. INSURANCE

- 5.1 The University shall provide coverage for each Trainee under its professional liability insurance policy or self-funded coverage with minimum limits of \$2,000,000 per occurrence/\$4,000,000 annual aggregate, and general liability insurance or self-funded coverage with a single limit of no less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate, with umbrella liability or self-funded coverage in amounts not less than \$1,000,000. The Training Site shall carry general and professional liability insurance as required from time to time by Missouri law.
- 5.2 The University will encourage each Trainee participating in the educational programs to acquire comprehensive health and accident insurance that will provide continuous coverage of such Trainee during the Trainee's participation in the education program. The University will inform Trainees that they are responsible for their own health needs, health care costs, and health insurance coverage. Trainees shall not be deemed employees of Training Site for any purpose.
- 5.3 Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, offices, agents, or students in the performance of this agreement. Neither party will be considered the agent nor employee of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.
- 5.4 To the extent allowed by law, and without waiving sovereign immunity, each party agrees to indemnify and hold harmless the other from all loss or liability resulting from the acts or omissions of the respective party and/or its employees, agents, or students arising out of the performance or the terms and conditions of this agreement.
- 5.5 Nothing contained herein shall be construed to be a waiver of any sovereign, governmental or official immunities of either party or its employees, officers or agents.
6. TERM AND TERMINATION. This agreement shall commence as of the first day for an initial term of one (1) year, and shall be automatically renewed upon like terms for one (1) year periods thereafter unless either party gives written notice of intent to terminate sixty (60) days prior to the annual renewal date. Notwithstanding the preceding, either party may terminate this agreement at any time, without liability or cause, by giving the other party ninety (90) days prior written notice of its intent to terminate. In the event of termination, Trainees then assigned to Training Site shall be given an opportunity to complete their affiliations if reasonably practical.
7. NOTICES. All notices given pursuant to this agreement shall be in writing sent by certified mail, postage prepaid to:

University of Missouri Healthcare
Managed Care & System Contracting

Training Site:
City of Columbia, Missouri

One Hospital Dr., DC406.00
Columbia, MO 65212

Department of Public Health and Human Services
ATTN: Rebecca Roesslet
1005 West Worley Street
P.O. Box 6015
Columbia, MO 65205-6015

8. MISCELLANEOUS.

- 8.1 No individual will be discriminated against on the basis of race, sex, creed, or national origin, in any respect, except that the provisions of this paragraph shall not be deemed to create any rights of third parties not signatory to this agreement.
- 8.2 Trainees and faculty members shall remain Trainees and faculty members at all times during this affiliation and shall in no way be considered servants, agents or employees of Training Site.
- 8.3 This agreement shall not prevent Training Site from accepting Trainees and faculty members for affiliation from other education institutions.
- 8.4 This agreement shall be construed and enforced in accordance with the laws of the State of Missouri.
- 8.5 Neither this agreement nor any rights hereunder may be assigned without the prior written consent of the non-assigning party.
- 8.6 The individuals executing this agreement on behalf of the parties represent and warrant that they have been authorized to do so.
- 8.7 The University and Training Site expressly intend and agree that the liability coverage provisions of this agreement will survive the termination of this agreement for any reason.
- 8.8 This agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this agreement or any notice delivered pursuant to this agreement, shall be deemed to have the same legal effect as original signatures on this agreement.
- 8.9 This agreement sets forth the entire understanding of the parties relating to the subject matter of this agreement. Any prior agreements, promises, negotiations, or representations between the parties, either oral or written, relating to the subject matter of this agreement and not expressly set forth herein are of no force or effect. Any

modification or amendments thereto must be agreed upon by both parties in writing and shall become effective on the date stated therein.

- 8.10 If this Contract involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Training Site is a company with ten (10) or more employees, then the Training Site certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

[SIGNATURES ON FOLLOWING PAGE]

ENDORSED BY:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY OF COLUMBIA, MISSOURI ON BEHALF OF ITS DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

PC Signature: _____

Print: De'Carlon Seewood

Title: City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/bt

THE CURATORS OF THE UNIVERSITY OF MISSOURI
ON BEHALF OF UNIVERSITY OF MISSOURI HEALTH CARE

Signature: _____

Print: T. Vince Cooper

Title: Executive Director, Payer Strategy & Health System Contracting

Date: _____