

## ACADEMIC AFFILIATION AGREEMENT

This Academic Affiliation Agreement ("Agreement") is made and entered into February 25, 2021 ("Effective Date"), by and between Citizens Memorial Hospital ("School") and Mercy Health Springfield Communities, a Missouri nonprofit corporation ("Mercy") and the affiliates of Mercy listed on Exhibit B.

**WHEREAS**, Mercy and its affiliates operate health care facilities; and

**WHEREAS**, School, a public hospital district educational institution, in its educational programs has the responsibility for the training of students ("Student") who are enrolled in mutually agreed upon educational programs at School listed in Exhibit A ("Educational Programs") and who require practical experiences (which may be clinical or non-clinical) ("Practical Experience") to complete their professional development; and

**WHEREAS**, the parties enter into this Agreement to afford Students the opportunity to participate in these Practical Experiences and to provide School and its faculty ("Faculty") with a site for the education of the Students.

**NOW, THEREFORE**, the parties agree:

1. Term. This Agreement begins on the Effective Date and continues for one year. This Agreement automatically renews for an unlimited number of successive one year periods unless terminated under the provisions of this Agreement.
2. School Duties.
  - a. Administration of Educational Program. School shall satisfy all applicable accreditation guidelines for the Educational Program and will permit only those Students who have satisfactorily completed all applicable prerequisites of School's Educational Program to participate in the Practical Experience. School has responsibility for supervision of Students, and for planning and determining the adequacy of the didactic and practical educational experiences of the Students participating in the Educational Program as to theoretical training, technical and practical skills, professional ethics, conduct, standards, and behaviors. School shall further require Faculty serving on-site at Mercy to provide the appropriate level of supervision to Students to ensure that Students perform clinical services, if applicable, in compliance with all applicable standards of practice, federal and state laws and regulations and Mercy's policies, procedures, rules, regulations, and processes. School shall also require a member of its faculty or management staff to coordinate the Practical Experience with a designated member of Mercy's staff ("Designee"). School shall, if requested, provide to Mercy administration an annual report which summarizes the activities of the Educational Program for the year and indicates to the extent which the objectives of the course have been obtained. There shall be a continuing review of the Practical Experience by School and Mercy. School shall continuously monitor and evaluate the performance of



each Student and Faculty and shall remove any Student or Faculty who is not competent or qualified to participate in the Practical Experience.

- b. Policies and Procedures. Students shall adhere to policies and procedures of Mercy relative to matters which relate to the internal operation of Mercy.
- c. Student Information. School covenants that it has and shall, upon request by Mercy, provide Mercy with each Student's and, as applicable, each Faculty member's full name and identification (copy of government-issued identification), license(s), health status reports, vaccination, and certification requirements as required by law and Mercy policy. School shall further obtain and provide verification of a criminal background check for each Student prior to that Student's participation in a Practical Experience. If adverse information is obtained from the criminal background check, School shall provide the information to Mercy after obtaining an authorization and release from the Student. Mercy may disqualify any such Student from participation with Mercy. If such authorization and release are not given by the Student, the Student shall be disqualified from participation in the Practical Experience. It is the School's responsibility to ensure that any applicable drug screens have been completed and that Students with unacceptable results will not participate in Practical Experience at Mercy.
- d. Student Professional Liability Insurance. School shall secure general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate covering School, its Students, and its employees. In addition, the School shall maintain excess insurance coverage of at least \$5,000,000 above the primary limits, which shall apply if the primary limits are exhausted. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the termination of this Agreement and extended reporting coverage shall be afforded for at least two years after the effective date of termination of this Agreement. Such insurance shall be non-cancelable and not subject to material change without a prior 30 day written notice to Mercy. Mercy shall have a right to immediately terminate this Agreement if changes occur in the insurance maintained by School that are unacceptable to Mercy. School shall provide Mercy with certificates of insurance, upon request. **Notwithstanding the foregoing, if School is a state institution, the provisions of this paragraph will be superseded by applicable state laws.**
- e. Student Health Insurance. School shall encourage its Students to obtain and maintain health insurance. Students are responsible for their own healthcare costs.
- f. Confidentiality.
  - i. Mercy Information. School and Students may have access to certain information of Mercy that is confidential. School agrees that neither it nor any Students will disclose to others, use, copy or permit to be copied any



confidential or proprietary information of Mercy, without Mercy's express prior written consent.

- ii. Confidentiality; Patient Information; HIPAA Compliance. Both parties agree to comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Economic and Clinical Health Act of 2009 ("HITECH"), and associated implementing regulations of HIPAA and HITECH (HIPAA, HITECH, and all associated regulations are together referred to as the "Regulations"). Both parties shall not use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement or applicable law including the requirements of the Regulations. Both parties will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as permitted by law or contemplated by this Agreement. Each party will promptly report to the other any use or disclosures, of which either party becomes aware, of Protected Health Information in violation of the Regulations. Both parties will make their respective internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Regulations. No attorney-client, accountant-client, or other legal or equitable privilege shall be deemed to have been waived by either party by virtue of this Section.

### 3. Mercy Duties.

- a. Authority. Mercy has final authority over all activities that influence the operation of Mercy and the care of Mercy's patients. Mercy has the right to approve the participation of Students and Faculty to engage in Practical Experiences at Mercy. Mercy may revoke approval of Student or Faculty participation for patient safety or other for-cause concerns.
- b. Patient Care. If applicable to the Practical Experience, Mercy shall provide Students with the opportunity to participate in providing patient care services. Students will not be solely or independently responsible for the care delivered to any patient. Mercy shall permit Students to work, perform assignments, and participate in the delivery of clinical and non-clinical services, patient evaluations, patient assessment rounds, staff meetings, and in-service programs at the discretion of Mercy's designated staff. Students participating in the Practical Experience are trainees and shall not replace or substitute for Mercy staff. Mercy's licensed, certified or registered health care professional staff and employees retain ultimate responsibility for all patient care and administrative functions.



- c. Rules and Regulations. Mercy shall provide School with its written policies and procedures relevant to Faculty and Students participating in Mercy activities. During periods of the Practical Experience, Students will be subject to all rules and regulations of Mercy.
  - d. Program Coordinator. Mercy's Designee shall be the coordinator of the Practical Experience who shall oversee and/or function as preceptor and supervisor with whom Faculty and/or School's Educational Program coordinator will communicate with regarding the Educational Program.
  - e. Liability Coverage. Mercy, through its affiliate's pooled liability program, shall secure and maintain comprehensive general and professional liability coverage with limits of liability of \$1,000,000 per occurrence with an annual aggregate of \$3,000,000 or such other limits as Mercy deems appropriate.
4. Obligations of Both.
- a. Program Administration. School and Mercy shall mutually agree upon the beginning dates and length of the Practical Experience, the periods of assignment for each Student, the number of Students eligible to participate concurrently in the Practical Experience with Mercy, and the particular Mercy practice site(s) where the Practical Experience will occur. School and Mercy shall arrange, provide, and/or cooperate as necessary in the orientation of the Faculty and Students concerning Mercy's policies, procedures, rules and regulations, emergency preparedness, medical record systems, and other operational matters as necessary to assure an appropriate orientation.
  - b. Student Education and Health Records. School and Mercy agree to protect the privacy of student educational records and to refrain from use or disclosure of a Student's educational records without the Student's written consent or as otherwise allowed without consent under the federal Family Educational Rights and Privacy Act and the regulations promulgated thereunder ("FERPA") as applicable to the records in question. School agrees to have each Student sign an appropriate consent form when necessary to comply with FERPA and/or other laws for the exchange/disclosure of educational records and student health records between the parties.
  - c. Claims. Each party shall provide the other prompt written notice of any claims, complaints, and inquiries arising under this Agreement. The parties shall cooperate in the investigation and defense of such claims, complaints, and inquiries.
  - d. External Requests. The parties will provide reasonable assistance to the other in connection with regulatory or accreditation reviews and any duly authorized state or federal government requests. School agrees for a minimum of six years after the last Practical Experience under this Agreement to retain this Agreement and any of



School's books, documents and records, which may serve to verify the Practical Experience covered by this Agreement.

5. Termination.

- a. Without Cause. Either Party may terminate this Agreement without cause by providing 60 days prior written notice. Students participating in a Practical Experience shall be allowed to complete such assignment, and the Agreement's terms continue in force with respect to such Students.
- b. Breach/Cause. This Agreement shall terminate immediately upon the occurrence of any of the following: (i) a party breaches this Agreement and such breach is not cured within five days after receipt by the breaching party of written notice of such breach; (ii) a party loses its license, accreditation or is convicted of a criminal offense related to health care or is listed by a federal agency as debarred, excluded or otherwise ineligible for federal health care program participation; (iii) a party no longer is able to provide the service for which this Agreement was sought; or (iv) a party fails to maintain insurance coverage as required by this Agreement. This Agreement may be immediately terminated by Mercy upon written notice to School for cause if patient safety or other operational safety or regulatory concerns.

6. General Provisions.

- a. Miscellaneous. Missouri law governs this Agreement. If School is a state institution whose state constitution or statutes provide restrictions with respect to School's indemnity, insurance, or agreement to be governed by the law of Missouri, the applicable laws override the foregoing choice of law. There are no third party beneficiaries to this Agreement. Except as provided in Section 6.g below, this Agreement can only be amended by a writing signed by both parties. Neither party may assign its rights or delegate its duties under this Agreement without consent of the other party. Waiver of a breach on one occasion does not constitute waivers of other breaches. A party's failure to perform its obligations under this Agreement will be excused to the extent such failure arises from force majeure. Headings are for convenience only and do not affect interpretation. This Agreement may be signed in counterparts (including scanned copies) and together the signed counterparts constitute one contract. School and Mercy are independent contractors of each other. This Agreement is the final expression of the parties' agreement with respect to its subject matter. Neither party may use the other party's name for publicity or other similar purposes without that party's consent.
- b. Non-Discrimination. The Parties shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations, as amended from time to time, and all other applicable laws and regulations. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment,



training, or promotion of students or personnel engaged in the performance of this Agreement.

- c. Ethical and Religious Directives. Each Party hereby acknowledges that Mercy is bound by the *Ethical and Religious Directives for Catholic Healthcare Services* as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church, and that the principles and beliefs of the Roman Catholic Church (“Ethical and Religious Directives”) which precludes Mercy from performing health care services that in any way contravene the Ethical and Religious Directives.
- d. Indemnity. School agrees to indemnify and hold harmless Mercy, its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or judgments, including reasonable attorneys’ fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of School. School shall assume responsibility for the cost of equipment and supplies of Mercy that are negligently or willfully broken or damaged by Students. Mercy agrees to indemnify and hold harmless School, its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements or judgments, including reasonable attorneys’ fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of Mercy. **Notwithstanding the foregoing, if School is a state institution, the provisions of this paragraph will be superseded by applicable state laws.**
- e. Legal Jeopardy. Notwithstanding anything to the contrary in this Agreement, if performance by either party of this Agreement jeopardizes: (i) the licensure of either party; (ii) its participation in or the payment or reimbursement from Medicare, state sponsored Medicaid program, Blue Cross or other reimbursement or payment programs; (iii) its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization; (iv) the tax-exempt status of a party; (v) any of its property or financing (or the interest income, as applicable); (vi) will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing a Party or any of its services; (vii) for any other reason said performance should be in violation of any statute, ordinance, be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields; then the party in jeopardy may at its option either: (i) terminate this Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to this Agreement and if the parties are unable to resolve the matter within 30 days such Party may terminate this Agreement immediately.

- f. Warranty of Non-Exclusion. Each Party represents and warrants to the other that it is not: excluded from participation in any Federal Health Care Program, including Medicare and Medicaid; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designed a Specially Designed National or Blocked Person by the office of Foreign Asset Control of the U.S. Department of Treasury. Each Party further represents and warrants to the other Party that to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusions. If School or any individual providing services to Mercy, including any Student, is in breach of this section, this Agreement shall automatically terminate as of the date of such exclusion or breach. School further agrees that any individual employed or contracted by School who is excluded from participation in federally funded health care programs during the term of this Agreement shall automatically be deemed ineligible from participating in the Practical Experience at Mercy.
- g. Exhibit A. The parties may agree, in a signed writing, to amend Exhibit A to add or remove Educational Programs from this Agreement. If a program is removed from this Agreement, students in that program currently participating in a Practical Experience will be allowed to complete the ongoing experience.
- h. Termination of Prior Agreement. Upon the effectiveness of this Agreement, any and all prior Affiliation Agreements between Mercy Health Springfield Communities, Inc, including the parties listed on Exhibit B, and School shall terminate and be of no further force and effect, and shall be superseded and replaced in its entirety by this Agreement

[Signature Page Follows]



IN WITNESS WHEREOF, the parties executed this Agreement as of the Effective Date.

SCHOOL:

CITIZENS MEMORIAL HOSPITAL

By: *Gary Fulbright*  
Name: Gary Fulbright  
Title: CEO  
Date: 4/9/21

MERCY:

MERCY HEALTH SPRINGFIELD  
COMMUNITIES

By: *R. Craig McCoy*  
Name: Craig McCoy  
Title: President  
Date: 4/16/2021



**Exhibit A**  
**Educational Programs**

Emergency Medical Technician  
Paramedic

**Exhibit B**  
**Mercy Entities**

Mercy Hospital Springfield  
Mercy Clinic Springfield Communities  
Mercy Hospital Aurora  
Mercy Hospital Cassville  
Mercy Hospital Lebanon  
Mercy St. Francis Hospital



## Certificate Of Completion

Envelope Id: 6D6C0974F0ED4CF08834F3F9C8357C72	Status: Completed
Subject: Please DocuSign: 2021-04-09 CMH and Mercy Academic Affiliation Agreement.pdf	
Source Envelope:	
Document Pages: 10	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Nicole Cologna
Time Zone: (UTC-06:00) Central Time (US & Canada)	Cassandra.Cologna@Mercy.Net
	IP Address: 170.29.64.4

## Record Tracking

Status: Original 4/16/2021 2:52:36 PM	Holder: Nicole Cologna Cassandra.Cologna@Mercy.Net	Location: DocuSign
Status: Original 4/16/2021 4:23:11 PM	Holder: Mercy Legal Services legal@mercy.net	Location: DocuSign

## Signer Events

R. Craig McCoy  
Richard.McCoy@Mercy.Net  
President, Springfield Communities  
Mercy Health  
Security Level: Email, Account Authentication (Optional)

## Signature

DocuSigned by:  
  
4BFAC271827D4AA...  
Signature Adoption: Pre-selected Style  
Using IP Address: 170.29.1.10

## Timestamp

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Viewed: 4/16/2021 4:22:45 PM  
Signed: 4/16/2021 4:23:07 PM

**Electronic Record and Signature Disclosure:**  
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## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Mercy Legal Services  
legal@Mercy.Net  
Paralegal II  
Mercy Health

Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
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Sent: 4/16/2021 4:23:08 PM  
Viewed: 4/16/2021 4:26:49 PM

Julie Cook  
Julie.Cook@Mercy.Net  
Mercy Health

Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 4/16/2021 4:23:08 PM

Carbon Copy Events	Status	Timestamp
Nicole Cologna casandra.cologna@mercy.net Mercy Health Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 4/16/2021 4:23:09 PM Resent: 4/16/2021 4:23:11 PM
Brice Flynn brice.flynn@citizensmemorial.com Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 4/16/2021 4:23:09 PM Viewed: 4/19/2021 7:13:11 AM
Walker, Luke D Luke.Walker@Mercy.Net Deputy Director - Operations Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 4/16/2021 4:23:09 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/16/2021 2:56:32 PM
Certified Delivered	Security Checked	4/16/2021 4:22:45 PM
Signing Complete	Security Checked	4/16/2021 4:23:07 PM
Completed	Security Checked	4/16/2021 4:23:09 PM
Payment Events	Status	Timestamps