

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (this “Agreement”) is made and entered into as of the 22nd day of February, 2024 (“Effective Date”) by and between **Central Nine Career Center** on behalf of its **Health Science** program located at 1999 US 31 South, Greenwood, IN 46143 (the “School”) and **Community Health Network, Inc.** on behalf of its facilities and those of its affiliates selected below as well as selected affiliated facilities below coming under the management of Visionary Enterprises, Inc. (“VEI”) (collectively “Community”):

VEI – Managed Facilities

- | | |
|---|---|
| <input checked="" type="checkbox"/> Community Hospital North | <input type="checkbox"/> - Community Surgery Center North |
| <input checked="" type="checkbox"/> Community Hospital East | <input type="checkbox"/> - Community Surgery Center East |
| <input checked="" type="checkbox"/> Community Hospital South | <input type="checkbox"/> - Community Surgery Center South |
| <input checked="" type="checkbox"/> Community Heart and Vascular Hospital | <input type="checkbox"/> - Community Surgery Center Hamilton |
| <input checked="" type="checkbox"/> Community Howard Regional Health | <input type="checkbox"/> - Community Surgery Center Howard |
| <input checked="" type="checkbox"/> Community Hospital Anderson | <input type="checkbox"/> - Community Digestive Care Center Anderson |
| <input type="checkbox"/> Community Fairbanks Behavioral Health OP | <input type="checkbox"/> - Community Endoscopy Center Indianapolis |
| <input type="checkbox"/> Community Fairbanks Behavioral Health IP | <input type="checkbox"/> - Community Surgery Center Plus |
| <input checked="" type="checkbox"/> Community Physician Network | |

WHEREAS, the School desires that certain of its Exercise Science program students (the “Students”) and when appropriate, certain of its faculty members be permitted to utilize the premises of Community as described in this Agreement to afford the Students the opportunity to have practical learning and clinical education experiences at Community in connection with the Students’ participation in the educational programs offered by the School; and

WHEREAS, Community recognizes the need for and desires to aid in the educational development of Students, and is willing to make available its facilities and to provide instruction for such purposes subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements hereinafter set forth, the parties hereby agree:

1. THE SCHOOL’S RESPONSIBILITIES:

- 1.1 The School’s faculty will be responsible for Student assignments, academic supervision, and evaluation. The School shall have full responsibility for planning and determining the adequacy of the educational experience of participating Students in theoretical training, basic skills, professional ethics, attitude and behavior. The School shall assign

to Community only those Students who have satisfactorily completed the prerequisites of the School's educational program before assignment to Community.

- 1.2 The School shall coordinate all student placement assignments through Community's Department of Academic Affairs, and send only Students, and faculty, if applicable, who are believed to be in good health at the time of reporting for their educational experience. The School shall provide evidence that each faculty and Student assigned to observe or interact with patients at Community is in good standing and has on record: (a) proof of immunization or natural history of mumps, rubeola, rubella, and chicken pox; (b) current (yearly) results of tuberculosis screening tests (skin test, QuantiFERON Gold test, or x-ray with symptom screening) indicating the individual is free from active TB infection; (c) proof of Hepatitis B immunization or documentation showing the individual has been informed of the risk of Hepatitis B and declined immunization; and (d) proof of current (yearly) influenza vaccination (or approved exemptions) and such other disease screening or vaccination as is adopted by Community for its visitors, workforce or volunteers. The School shall provide such records to Community at its request or require the Students to submit such records to Community within one (1) business day from such request. Community will not be liable in the event Student(s) or faculty who are not immunized become infected with any diseases as a result of their association with Community. School will encourage Students and faculty to maintain a policy of health insurance.
- 1.3 For placements that require background checks, the School shall provide evidence that each Student assigned to Community either has on file at the School or will obtain a current background check. The School shall provide such records to Community at its request or require the Students to submit such records to Community within five (5) business days from such request.
- 1.4 The School shall have full responsibility for the competency of the faculty. The School will require Students, and faculty if applicable, to participate in activities such as orientation designed to familiarize them with facilities, patients, the philosophy, policies and procedures used to provide care, and such other aspects as are pertinent. The School shall have on file proof of current licensure of faculty and any applicable licenses held by the Students.
- 1.5 The School shall designate a member of its faculty to coordinate the particular Program's needs with a designated member of Community's staff.
- 1.6 The School shall provide Community with the anticipated number, type of schedule planned, the kind of educational experiences desired and the academic status of Students at a mutually agreed upon time; provided, however, certain graduate students may arrange their own clinical education. Community must approve the number, placement and scheduling of all Students. The School shall provide Community with any other pertinent information as requested such as a list of Students' names or health status reports. The School shall inform graduate students arranging their own educational experiences that: (a) the graduate students must provide: (i) written approval by the School of the education experience at Community and contact information for the academic supervisor; (ii) verification of student status with the School; (iii) evidence of health and background screening as required by Community; and (iv) any other information requested by Community prior to the scheduled start of the educational

experience; and (b) graduate students must immediately notify Community of any change in the student's status with the School.

- 1.7 The School shall instruct faculty and Students on the importance of and their responsibility for respecting the confidential and privileged nature of all information about patients and records of Community, including the specific policies applicable to patients receiving treatment of substance use disorders ("SUD"). The School shall direct its Students to comply with SUD requirements and Community's policies and procedures governing the use and disclosure of individually identifiable health information, as required under state law, under the Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA") and the additional confidentiality obligations required when patients are treated for chemical dependency and substance use disorders, found at 42 CFR Part 2 ("Part 2"). In addition, the School agrees that the breach of Community's policies concerning safety or confidentiality by Students or faculty shall be grounds for removal from Community.
- 1.8 The School shall inform students that they are not to submit for publication any material relating to the clinical education experience without prior written approval from the School and Community.
- 1.9 The School shall direct each Student and on-site faculty to sign a confidentiality agreement as provided and required by Community.
- 1.10 The School will instruct Students and faculty (if onsite at Community), to function within Community's policies and procedures, including instruction that when onsite at Community, their apparel and appearance must conform to Community's dress code and expectations.
- 1.11 The School shall inform Students and on-site faculty that they must complete an orientation as required by Community that includes participation in education concerning OSHA's requirements for protection from Tuberculosis and Blood Borne Pathogens, CPR and any other educational component as requested by Community.
- 1.12 The School shall be responsible for the provision of any workers' compensation and general or professional liability insurance necessary for any faculty performing under the terms of this Agreement.
- 1.13 The insurance required under this Agreement shall provide coverage for incidents, claims and suits arising from activities performed pursuant to this Agreement during the term of this Agreement, as well as tail coverage for those claims and suits arising pursuant to this Agreement but reported after the Agreement has been terminated.
- 1.14 The School shall maintain approval from the appropriate state and regional agencies to grant degrees/certifications in the applicable programs to Students.

2. COMMUNITY'S RESPONSIBILITIES:

- 2.1 Community shall designate a liaison or coordinator with whom the School's program coordinator/faculty is to communicate for the conduct of a clinical education program. Community shall determine the number of Students that it can accommodate for participation in the clinical education program at Community.
- 2.2 Community shall make available to assigned Students appropriate facilities, equipment, and supplies in order to provide clinical experience. Such facilities shall include an

environment conducive to the learning procedures. Classrooms will be made available as possible.

- 2.3 Community shall maintain a sufficient level of staff support to provide supervision of the Students and to carry out normal service functions without having Students perform in lieu of staff, and reserves the right to cancel or reschedule student experiences should staffing fall below this level.
- 2.4 Community shall provide the Students and any onsite faculty with an orientation to Community and its facilities, including but not be limited to infection control requirements, workplace safety requirements and the importance of respecting the confidential and privileged nature of all information which may come to their attention about patients and records of Community. The instruction shall include content related to Indiana law and HIPAA, and when applicable, content related to the special protections for Behavioral Health and Substance Use Disorder treatment. Solely for the purpose of defining the Students' and faculty's role in relation to the use and disclosure of Community's protected health information, the Students and faculty are considered members of Community's workforce, as that term is defined under HIPAA, when engaged in activities pursuant to this Agreement. However, such Students and faculty are not and shall not be considered employees of Community by virtue of this Agreement.
- 2.5 Community retains the responsibility for the care of patients and patient outcomes, providing adequate supervision of Students at all times when Students are participating in patient care experiences.
- 2.6 Community may require the School to withdraw from Community any Student whose performance is unsatisfactory or whose characteristics and activities are detrimental to Community's responsibilities for health care.
- 2.7 Community shall use its best efforts to arrange for immediate emergency care of Students in the event of accidental injury or illness. All costs involved and any treatment, follow-up care and/or hospitalization shall be at the expense of the Student treated.
- 2.8 Community shall maintain professional liability insurance in the limits necessary to qualify itself and its employees as health care providers under the Indiana Medical Malpractice Act (Ind. Code § 34-18-1 *et seq.*), as amended from time to time, or any successor legislation (the "Act"). The insurance shall provide coverage for incidents, claims and suits arising from activities performed pursuant to this Agreement during the term of this Agreement, as well as tail coverage for those claims and suits arising pursuant to this Agreement but reported after the Agreement has been terminated. Upon request, Community shall provide proof of professional liability insurance coverage.
- 2.9 To the extent that Community qualifies as a school official, as that term is defined in the Family Education Rights and Privacy Act ("FERPA") and as designated by a FERPA covered entity, Community agrees to comply with the applicable provisions, limiting access to educational records to only those employees and agents with a need to know. For the sole purposes of this Agreement, pursuant to FERPA, School designates Community as a school official with a legitimate educational interest in the educational records of Students to the extent that access is required to carry out the educational experiences.

3. JOINT RESPONSIBILITIES:

- 3.1 The School and Community shall mutually agree upon and arrange the types of clinical experience to meet course objectives, dates of clinical experience, and the number of Students.
- 3.2 The School and Community agree that neither shall unlawfully discriminate on the basis of race, religion, ethnic or national origin, gender, sexual orientation, marital status, age, disability, or Vietnam-era veteran status as to any matter related to or arising from the substance of this Agreement, including without limitation, the selection of Students for participation in the program or any aspect of the clinical training.
- 3.3 The School and Community shall arrange and provide orientation for the faculty and Students concerning Community's policies, procedures, rules, and regulations.
- 3.4 A member of the School program faculty may contact the Department of Academic Affairs to schedule a visit to Community and shall have access to the Students' and instructors' records of this program upon request, provided prior notice has been given.
- 3.5 The Students are not agents, employees or servants of Community for any purpose whatsoever and said individuals participating in the health professions program are Students and not acting on behalf of Community.
- 3.6 The confidentiality of patient records and student records shall be maintained at all times, by all parties, in compliance with applicable state and federal laws and regulations, including but not limited to Part 2 regulations for SUD program patients, HIPAA, and FERPA.
- 3.7 Neither party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval, which shall not be unreasonably withheld.
- 3.8 This Agreement does not alter the responsibilities and authorities of the governing bodies of the participating organizations.

4. INDEMNIFICATION:

The School and Community agree to promptly notify the other of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to resolve any such claim. Each party to this Agreement ("INDEMNITOR") agrees to indemnify and hold harmless the other party and its successors, assigns, directors, officers, employees, and any other person for whom any of them may be legally responsible ("INDEMNITEE"), *to the extent permitted by applicable state law*, from and against any loss, damage, liability, cost, claim, or expense, including reasonable attorney fees, asserted against the INDEMNITEE by a third party and arising from or related to any breach of this Agreement or the negligent act or omission by the INDEMNITOR or its successors, assigns, directors, officers, employees or any other person for whom it may be legally responsible in connection with this Agreement. This Article 4 shall survive the expiration or termination of this Agreement.

5. MODIFICATION AND TERMINATION:

- 5.1 Term. This Agreement shall be in effect for one (1) year from the Effective Date and it shall continue thereafter on a year to year basis unless terminated or modified as herein

provided. The Agreement may be revised or modified only by mutual written consent of the parties.

- 5.2 Termination Without Cause. Either party may terminate this Agreement, without cause, with at least ninety (90) days written notice to the other party; provided however, that such termination shall not prejudice the rights of the currently enrolled Students. In the event of termination, the parties shall cooperate and use their best efforts to ensure that all Students in good standing are able to complete clinical experiences already in progress at Community or other location acceptable to School.
- 5.3 Termination With Cause. Either party may terminate this Agreement for cause with written notice to the other party of the nature of the breach and time frames as follows: immediately or as allowed in the written notice of any breach that endangers patient safety, staff or Student safety, or the orderly administration of Community; with the requirement that the breach be corrected within fifteen (15) days or that a corrective action plan is accepted by the non-breaching party that corrects the breach within thirty (30) days or a specific time frame accepted by the non-breaching party.
- 5.4 Force Majeure Events. In the event that any party is rendered unable, wholly or in part, due to a Force Majeure Event (defined below) to carry out its obligations under this Agreement, then such party shall give the other party prompt notice of the force majeure; thereafter, the obligations of the party giving notice, so far as they may be affected by the force majeure, shall be suspended. The affected party shall use all reasonable diligence to resume its obligations as quickly as possible to the extent the same is within such party's reasonable control. Either party may terminate the Agreement if the affected party is unable or unwilling to resume its obligations within sixty (60) days of the Force Majeure Event. The term "Force Majeure Event" includes an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, power outage, governmental restraint, equipment malfunction, epidemics/pandemics; Government or military acts or orders and any other cause whether described above or otherwise, which is not reasonably within such party's control.

6. MISCELLANEOUS:

- 6.1 Notice shall be deemed properly given if sent by reliable overnight courier with receipt showing delivery, or if deposited in the U.S. Mail, certified and return receipt requested and addressed to the party as set forth below his/her signature. Either party may change the foregoing as it relates to that party by giving written notice of such change to the other party.
- 6.2 The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- 6.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to conflict of law principles. Venue for any dispute regarding this Agreement between the parties shall be in Marion County, Indiana. The parties hereto consent to jurisdiction, both subject matter and personal, in a State or Federal Court in said County and State and hereby waive any and all defense thereto.

- 6.4 This Agreement is to be effective only in regard to the parties' rights and obligations with respect to each other. It is expressly not the intent of the parties to create any independent rights in any third party or to make any third-party a beneficiary of this Agreement and no privity of contract shall exist between third parties and each party.
- 6.5 This Agreement shall not be assignable, in whole or in part, by either party without the prior written consent of the other party; provided, however, Community may assign this Agreement to a successor entity or to a related or affiliated organization without the prior consent of the School.
- 6.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other discussions, statements, understandings and prior agreements regarding such matters.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Affiliation Agreement to be executed as of the Effective Date first written above and warrant that they are officially authorized to so execute for their respective parties to the contract.

“Community”

COMMUNITY HEALTH NETWORK, INC. and its affiliates selected on Page 1

By: _____
Elizabeth Tharp, SVP, President-Hospital Services _____
Date

By: _____
John Kunzer, MD, MMM, President of CPN _____
Date

Notice Address: Community Health Network, Inc.
7330 Shadeland Station, Suite 200
Indianapolis, IN 46256
Attn: Chief Executive Officer
with a copy to: CHNwLegal@ecomunity.com

“School”

CENTRAL NINE CAREER CENTER

By: _____
Printed Name: William E. Kovach, PhD _____
Date
Title: Executive Director

Notice Address: Central Nine Career Center
1999 US 31 South
Greenwood, IN 46143
Attn: Mark Rund