

AFFILIATION AGREEMENT

This Affiliation Agreement (“Agreement”) is entered into by and between Podiatry Associates of Indiana, PC (collectively, “Facility”) and Central Nine Career Center (“School”).

WITNESSETH:

WHEREAS, Facility and School wish to form a relationship to provide educational experiences in a clinical setting for students enrolled at School (collectively, “Students”), with the objective of producing competencies in the Medical Assistant field of study upon completion of Students’ training; and

WHEREAS, Facility is willing to allow Students access to its premises under the terms and conditions referred to herein; and

WHEREAS, it is agreed by the parties to be of mutual interest and advantage for selected Students to be provided quality educational and clinical experiences at Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. OBLIGATIONS OF SCHOOL

- 1.1 School will provide written requests to assign Students to Facility. The number of Students assigned will be subject to the availability of Facility’s personnel for teaching and supervision as well as subject to the availability of Students. School shall ordinarily provide Facility with the names of Students with dates of their arrival at least thirty (30) days prior to Students’ arrival.
- 1.2 School shall provide or otherwise confirm that each Student has received appropriate instruction and has satisfactorily completed the prerequisite portion of the curriculum.
- 1.3 School reserves the right to revoke any assignment prior to Student’s entry into the educational and clinical rotations at Facility, or to withdraw a Student from the assigned educational and clinical experiences, when, in School’s judgment, the educational and clinical experiences no longer meet the needs of Student.
- 1.4 School shall ensure Students performing services at Facility comply with the policies and procedures of Facility during any part of Students’ rotation that takes place on Facility’s premises or that involves the care of patients admitted to Facility’s facilities.
- 1.5 School shall establish a procedure for notifying Facility if a Student is unable for any reason to report for his/her rotation at Facility.

- 1.6 School shall ensure that Students have either a Temporary Medical Permit or an unlimited license to practice medicine in Indiana. School will provide a copy of licensure to Facility upon request.
- 1.7 If requested by Facility, School shall ensure that Students meet Facility's health and safety screening requirements, which shall be provided to the School in writing.
- 1.8 For each Student involved in an educational and clinical experience on Facility's premises, School shall maintain professional liability insurance or shall require each Student to maintain an individual professional liability policy with limits of at least One Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$4,000,000) annual aggregate covering the educational and clinical experiences provided pursuant to this Agreement. A Certificate of Insurance shall be provided to Facility prior to the commencement of each educational and clinical experience. School shall ensure that Students are covered by a Worker's Compensation insurance policy per statutory limits and that Students are covered by School's liability insurance in an amount not less than One Million Dollars (\$1,000,000). If employees of School will be at Facility with Students during the educational and clinical experiences, School shall provide, upon request, evidence of professional liability insurance and Workers' Compensation insurance covering its' employees in the aforementioned amounts.
- 1.9 School shall ensure that Students performing services at Facility are covered by a Medical Malpractice Insurance policy that qualifies each Student as a qualified provider under the Indiana Medical Malpractice Act (I.C. § 34-18, *et seq.*). School agrees that Students will remain qualified providers thereunder during their rotations, whereby Students perform services at Facility, and said coverage shall extend for the two year statute of limitations thereafter. School shall provide Facility proof of such coverage prior to the beginning of a Student's rotation.
- 1.10 School shall provide Facility with documentation evidencing: (i) a current criminal records check, enabling Student to work in direct contact with patients in a healthcare setting; and (ii) a current check of the HHS/OIG List of Excluded Individuals/Entities (available at <http://www.oig.hhs.gov>) and the GSA's List of parties Excluded from Federal Programs (available at <http://www.epls.gov>).
- 1.11 School shall require that each Student will obtain prior written approval from an authorized representative of Facility's administration before publishing any material related to a Student's experience.
- 1.12 School shall provide each Student with proper identification that at a minimum would include Student's full name, a photo of Student, and the name of School. School shall require that Students display identification at all times according to Facility's policy.
- 1.13 School shall require that each Student be able to provide proof of health insurance to Facility and that each Student has knowledge that he/she will be accountable for

payment of personal medical expenses as a result of personal illness or injury occurring during the course of the educational and clinical experiences.

- 1.14 School shall inform Students that they shall receive no compensation or benefits of any nature directly or indirectly from Facility for activities conducted pursuant to this Agreement.
- 1.15 School shall assume responsibility for the administration of the educational and clinical program, including, but not limited to, curriculum development, grading, requirements for matriculation, credits, scheduling, and clinical hours for Students.
- 1.16 School will inform Students that as a condition for participation in the educational and clinical experiences at Facility, Students must adhere to the obligations as stated in Section II of this Agreement.

II. OBLIGATIONS OF STUDENTS

- 2.1 Students shall handle all confidential information in a professional manner. Under no circumstances will a Student discuss a patient or client with anyone other than the appropriate Facility or School staff in a manner which would identify the patient or client. Student will comply with Facility's HIPAA privacy and security policy applicable to members of Facility's work force as described in Section 9.11 below.
- 2.2 Students shall adhere to all rules, policies, and procedures of Facility and the specific department/division to which they are assigned.
- 2.3 Students shall submit an evaluation of their experience to their faculty instructor who will then summarize Students' comments for Facility, upon request.
- 2.4 If requested, Students shall provide proof that their health care status meets the requirements of School.

III. OBLIGATIONS OF FACILITY

- 3.1 So long as School and Students fulfill each of the obligations contained herein, Facility shall allow Students access to its premises.
- 3.2 Facility will designate a staff member as its Clinical Coordinator to work and coordinate with School Students' rotations and educational and clinical experiences at Facility; and the Clinical Coordinator is also responsible for coordinating the clinical program at Facility and providing a planned and supervised program for Students.
- 3.3 Facility will provide orientation and a tour for Students of its facilities, and an overview of its rules, regulations, and procedures.
- 3.4 Facility shall schedule adequate staff to provide the necessary level of care for its patients and shall not rely upon Student participation in determining staffing levels.

- 3.5 Facility shall maintain ultimate responsibility and authority regarding patient care. Facility shall not permit Students to practice at Facility unless they are under the appropriate supervision of an instructor who is physically present on the premises. Facility is at all times responsible for administrative and professional supervision of Students performing educational and clinical activities at Facility under this Agreement, and will assure that each Student has a consistent and appropriate level of supervision.
- 3.6 Facility shall provide Students with access to first aid, emergency care and medical assessment for illness, accidents, or incidents which occur on Facility property and which require immediate attention. Students shall be responsible for the cost of any such care. Facility agrees to notify School and, if appropriate and if possible, Student's parents, guardian, or next of kin, in case of an emergency medical situation.
- 3.7 Facility will provide the physical facilities and learning opportunities necessary for the educational and clinical experiences at Facility and will provide School with facility information as required by School to maintain program accreditation, as applicable.
- 3.8 Facility will inform School immediately when a Student is not performing satisfactorily or is demonstrating behavior that is disruptive or detrimental to Facility. If Facility, in its sole discretion, determines that the continued presence of any Student poses a threat to the welfare of any patient or employee, or is detrimental or disruptive to the performance of Facility's activities or its operations, such Student's privileges of participating in the program at Facility shall be immediately suspended.
- 3.9 Facility will notify School in writing of any changes within Facility which would alter significantly the specified educational and clinical experiences for Students.

IV. MUTUAL OBLIGATIONS

- 4.1 Facility and School agree to cooperatively establish the learning objectives for the educational and clinical experiences, devise methods for their implementation, and evaluate the effectiveness of the educational and clinical experiences.
- 4.2 The parties agree to comply with Title VI and IX of the Federal Education Amendments of 1972, and Section 504 of the Federal Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students, because of race, religion, ethnic or national origin, gender, sexual orientation, marital status, age, disability, or veteran status.
- 4.3 Both parties shall maintain the confidentiality of Student records and performance in compliance with applicable state and federal laws, accreditation standards, and Facility's and School's policies. Further, the parties acknowledge that student

educational records are protected by the Family Educational Rights and Privacy Act (FERPA), and that it may be necessary to obtain student permission before releasing student data to any party except School. Facility will abide by the provisions of FERPA with respect to any request for student information by any party except School.

- 4.4 Both parties agree to accept and be responsible for their own acts or omissions, as well as the acts or omissions of their own employees, agents, faculty and/or Students.
- 4.5 Each party accessing or receiving ("Receiving Party") confidential or proprietary information, including, without limitation, business practices and systems, data processes, clinical processes and outcomes, cost and pricing data, financial information, personnel, student and patient information ("Confidential Information") from the other party ("Disclosing Party") agrees to hold the Confidential Information in strict confidence, and apply at least the same standard of care, but no less than industry standard of care, used in protecting its own Confidential Information and not to disclose any Confidential Information to any third party and not to use any Confidential Information of the Disclosing Party without the Disclosing Party's written consent, except as required by law. This provision shall survive the termination of this Agreement.
- 4.6 No party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

V. COMPENSATION

The parties agree that this Agreement is mutually beneficial to both parties and no compensation is therefore anticipated under this Agreement.

VI. TERM AND TERMINATION

6.1 Term. The term of this Agreement shall be effective for a period commencing on the _____ day of _____, 202__, and terminating on the _____ day of _____, 202__. This Agreement will automatically renew for successive one (1) year terms unless otherwise terminated consistent with Section 6.2 of the Agreement.

6.2 Termination. This Agreement may be terminated as follows:

6.2.1 Termination by Agreement. In the event the parties shall mutually agree in writing, this Agreement may be terminated on terms and date stipulated therein.

6.2.2 Termination Without Cause. This Agreement may be terminated by either party without cause by delivering a written notice of termination to the other party at least thirty (30) days prior to such early termination, provided that

Students who are currently in a rotation at Facility be allowed to complete that rotation without interruption, absent emergency circumstances or other appropriate cause.

- 6.2.3 Termination With Cause. This Agreement may be terminated by either party, upon fifteen (15) days prior written notice to the other party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within fifteen (15) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect.

VII. STATUS OF THE PARTIES

Independent Relationship. In performing the services as contemplated hereunder, the parties agree that Facility and Students are acting as independent contractors and not as agents or employees of Facility. No Students providing services hereunder shall be deemed to be an employee of Facility, nor will Facility be liable for the payment of any wage, salary, or compensation of any kind for services provided by Students. Further, no Students shall be covered under Facility's Worker's Compensation, Social Security, or Unemployment Compensation or any other benefit programs.

VIII. INDEMNIFICATION

School shall indemnify, defend and hold Facility, its agents and employees, harmless from all claims, loss, damage or injury of any kind or nature to any person or property caused by any Student or School staff arising from the performance of the terms and responsibilities under this Agreement.

IX. MISCELLANEOUS PROVISIONS

- 9.1 The parties will operate at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rules and regulations of the parties.
- 9.2 School shall not disclose any data, reports, or other materials containing information specific to Facility without the prior written consent of Facility.
- 9.3 Notices or communications herein required or permitted shall be given to the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses, unless either party shall otherwise designate its new address by written notice:

Facility

School

Attn: _____

Attn: _____

- 9.4 Assignment of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein, except that this Agreement may be assigned by Facility without the written approval of School to any successor or related entity of Facility.
- 9.5 This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and does constitute the entire agreement between the parties hereto and Facility shall neither be entitled to other benefits than those herein specifically enumerated.
- 9.6 The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or take advantage of any rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any rights, but the same shall continue and remain in full force and effect.
- 9.7 This Agreement shall be interpreted under the internal laws of the State of Indiana, and both parties consent to the jurisdiction of courts of competent jurisdiction sitting in Marion County, Indiana. The parties waive any venue or inconvenient forum objections to proceeding in such courts and agree to be validly served in connection with any legal proceeding by certified mail addressed as specified for notices.
- 9.8 In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 9.9 This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- 9.10 Facility has in place a Corporate Compliance Program (“Compliance Program”) which has as its goal to ensure that Facility complies with federal, state and local laws and regulations. The Compliance Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. School acknowledges Facility’s commitment to Corporate Compliance and agrees to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of Corporate Compliance adopted by Facility. School further agrees to disclose immediately any proposed or actual debarment, exclusion or other event that makes School ineligible to participate in federal health care programs or federal procurement or non-procurement programs.
- 9.11 Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and

electronic transactions, including without limitation, regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) (“HIPAA”), and as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”).

Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which Facility is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, “Privacy Laws”) in order to ensure that Facility is at all times in conformance with all Privacy Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Privacy Laws, the parties, acting in good faith, are (a) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (b) alternatively, the parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days’ prior written notice.

- 9.12 The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), as well as the posting requirements of 29 C.F.R. part 471, appendix A to subpart A, if applicable.
- 9.13 This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Facility and School. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic means will be deemed to be their original signatures for all purposes.

X. EXECUTION

IN WITNESS WHEREOF, the duly authorized representatives of Facility and School have executed this Agreement on the dates written below.

FACILITY

Central Nine Career Center

By:_____

By:_____

Printed: _____

Printed: _____

Title _____

Title: _____

Date: _____

Date: _____

By:_____

Printed: _____

Title: _____

Date: _____

DRAFT