

## 6.060.65 - Cox Health Clinical Agreement

THIS COOPERATIVE AGREEMENT (“Agreement”) effective April 1<sup>st</sup>, 2018 (“Effective Date”), by and between **Citizens Memorial Hospital** (“School”) and **CoxHealth**, a Missouri not-for-profit corporation, and its affiliates and subsidiaries (“CoxHealth”).

WHREAS, CoxHealth is the parent corporation of a five hospital health care system in the state of Missouri which includes: Lester E. Cox Medical Centers (Cox North and Cox South), Cox Medical Center Branson, Meyer Orthopedic Hospital and Rehabilitation Center, Cox Monett Hospital, Oxford HealthCare, Home Parenteral Services, CoxHealth Foundation, Cox College, Cox HealthPlans, and more;

WHEREAS, the School is an educational institution credentialed for the education and preparation of health professionals, and desires to provide to its students (“Students”) a clinical learning experience through the application of knowledge and skills to become competent professionals at one or more of CoxHealth’s facilities; and

WHEREAS, CoxHealth desires to make its facilities available to the School for the purpose of experiential learning for Students.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is understood and agreed by the parties as follows:

1. **General Representations and Warranties.** Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Agreement has been duly executed and delivered, and this Agreement constitutes valid and binding obligations, enforceable in accordance with its terms.
2. **Duties and Obligations of School.**
  - A. **Clinical Practicum.** School shall be responsible for the development, implementation, and operation of the clinical component of its educational programs offered and conducted at CoxHealth pursuant to this Agreement (collectively referred to herein as the “Practicum”). Such responsibilities of School include the following:
    - a. Maintain responsibility for the educational curriculum and learning environment for Students including providing practical instruction to Students prior to their clinical assignments at CoxHealth;
    - b. Appoint qualified faculty or indicate appropriate preceptors/supervisors responsible for guiding the Students’ experiences;
    - c. Assign to CoxHealth only those Students who have satisfactorily completed the prerequisites for clinical experience;

- d. Determine by mutual consent of CoxHealth and School the dates and times for Student placement and School must notify CoxHealth in advance of its planned schedule of Student assignments, including the dates of assignments, number of Students participating, and type of educational experience expected;
  - e. Acquaint CoxHealth personnel with the overall objectives of the School and provide the appropriate educational objectives and documents for clinical experiences to CoxHealth;
  - f. Participate in the supervision of Students and performance at CoxHealth including assuming responsibility for ensuring that both Students and faculty/supervisors comply with CoxHealth's rules and regulations;
  - g. Maintain all records regarding Students' experiences.
- B. Student Health. School acknowledges that CoxHealth is not responsible for the personal health of the Students or for injuries sustained by Students while performing their clinical responsibilities under this Agreement.
- C. CoxHealth Rules and Regulations. School shall require all of its Students, faculty, employees and agents participating in the Practicum at CoxHealth to be subject to its generally applicable rules and regulations as is reasonable for the purposes of this Agreement.
- D. Dress Code; Identification. School shall require the Students to dress in accordance with such reasonable dress and personal appearance standards reasonably required by CoxHealth. School shall require Students to wear and/or display such nametags or other identification as CoxHealth may require.
- E. Applicable Laws. School agrees to abide by all applicable state and federal laws and regulations governing its operation.
- F. Student Screenings and Vaccinations: The School shall assume all responsibility for the screening and vaccinations of Students (and faculty) who wish to participate in the Practicum to ensure that said students/faculty meet all educational requirements and that such persons pose no threat to the physical safety or psychological well-being of CoxHealth's patients, and are otherwise appropriate for participation in such practicum. Such requirements are as follows:
  - a. OSHA Blood Borne Pathogen Regulations: School shall ensure that, where appropriate, all faculty and Students are trained in compliance with OSHA Blood-Borne Pathogen Regulations and that the Students and faculty practice these standards. School shall furnish CoxHealth proof of each Student's and faculty member's Hepatitis B Immunization status or a signed statement declining Hepatitis B Vaccine.

- b. TB Screening: School shall provide proof that all faculty and Students have tested negative for TB within one month prior to beginning the practicum at CoxHealth. If a Student or faculty's testing is positive, School must notify CoxHealth's Employee Health Department prior to sending the Student/faculty to CoxHealth, to determine the next steps.
- c. Hepatitis A Vaccination: If the practicum involves food service, School shall provide proof of Hepatitis A vaccination series for all Students and Faculty.
- d. Tdap Vaccination: School shall provide proof of Tetanus/Diphtheria/ Pertussis (Tdap) vaccination for Students and faculty.
- e. Measles, Mumps and Rubella immunity: School shall provide laboratory evidence of all Students and faculty members' immunity to Rubella, Measles and Mumps, or record of Measles, Mumps, Rubella (MMR) vaccination series after one (1) year of age.
- f. Varicella: School shall provide laboratory evidence of immunity to Varicella or record of Varicella vaccination series for all faculty/Students.
- g. Seasonal Influenza Vaccination: School shall insure that, where appropriate, all faculty and Students receive the seasonal influenza vaccination at least fifteen (15) days prior to participation in the practicum, if the practicum will occur during active flu season in Greene County, Missouri. School shall consult with CoxHealth prior to each Student's (and faculty member's) participation to determine if the practicum will occur during Greene County's active flu season. School shall provide proof of each Student's and/or faculty member's vaccination status. Individual requests for exemption from the flu vaccination requirement shall be made to CoxHealth's Employee Health Department.
- h. Urine screen: School shall require each Student to submit to a urine drug screen prior to participating in the practicum. The urine drug screen must be negative and school shall provide proof of the negative drug screen upon request.

- i. Background Checks and Exclusion Lists: Students are required to have a criminal background check done for all states in which the individual has lived or worked in the previous seven years in addition to a federal background check for the past seven years. A criminal background check for the State of Missouri will also be done whether or not the individual has lived or worked in the State of Missouri. All such background checks are done at the School's expense, and records will be provided to CoxHealth before the Student is permitted to begin his/her Practicum at CoxHealth. For positions that have direct contact and routine access to hospital patients, students with convictions involving violence to persons or sex offenses within the past ten years will be excluded from participating. For positions that have access to, or prescribe, order, or administer controlled substances, students with convictions relating to controlled substances within the past ten years will be excluded. Convictions relating to dishonesty shall be evaluated through an individualized assessment process. Individuals convicted of terrorism and related offenses within the past ten years will be excluded. CoxHealth will review convictions that are more than ten years old in making an individualized assessment as to whether an individual should be excluded or not pursuant to this policy. Exhibit A contains a non-exhaustive list of criminal convictions, which shall include suspended impositions of sentence, which CoxHealth will consider in making the above determinations for each student. In any matters involving discretion, CoxHealth will consider whether the practicum position has a reasonably tight nexus to the nature and gravity of the offense at issue; and the time that has passed since the offense in determining whether the individual should be excluded. In addition, a Student may not participate in clinical experiences at CoxHealth if he or she has been placed on the Office of Inspector General Exclusion List, the EPLS (GSA search) Exclusion List, or the Department of Health and Senior Services EDL Unit Exclusion list. Searches of all exclusion lists shall be done at School's expense, and records will be provided to CoxHealth upon request.
  - j. Family Care Safety Registry: Students and faculty who participate in experiences at the Cox Learning Centers shall be required to have first registered with the Family Care Safety Registry Program. Further, the background screening provided by the Family Care Registry must indicate "no finding" with regard to such students.
- G. HIPAA Privacy Regulations. School shall ensure that Students and faculty are trained in compliance with HIPAA Privacy Regulations. School shall maintain a Statement of Confidentiality, signed annually by each student and faculty member. Copies shall be available upon request. School agrees that it and the Students/faculty shall keep strictly confidential all confidential information of CoxHealth and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of CoxHealth, except as required or permitted by law.
- H. Performance of Services. If applicable, any faculty or professional staff provided by School shall be duly licensed, certified, or otherwise qualified to participate in the Practicum at CoxHealth. School and all Students shall perform its and their duties and

services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of CoxHealth and any rules and regulations of School as may be in effect from time to time.

- I. **Insurance.** School shall, at its expense, obtain and maintain commercial professional liability insurance coverage acceptable to CoxHealth to be effective at all times during the term of this Agreement and until the expiration of the applicable statute of limitations period for the activities undertaken by School and the Students hereunder. A certificate of insurance shall be provided to CoxHealth upon request. Such coverage shall have separate limits of at least one million dollars (\$1,000,000) per claim or occurrence and three million dollars (\$3,000,000) per year in the aggregate.

3. **Duties and Obligations of CoxHealth.**

- A. **General Participation.** CoxHealth shall accept the Students assigned by the School and cooperate in the orientation of all Students to CoxHealth. CoxHealth shall provide learning opportunities for the Students, who shall be supervised by CoxHealth personnel, to observe and assist in various aspects of professional practice. CoxHealth shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. CoxHealth shall make its facilities available to Students as necessary to complete the experience.
  - a. CoxHealth shall permit Students to use the facilities and resources of CoxHealth when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of CoxHealth.
  - b. CoxHealth will provide Students and faculty with all protective equipment required during the clinical experience.
  - c. CoxHealth's staff will be accessible as resources to assist School in planning the Student experience.
  - d. CoxHealth will notify School of its policies and procedures that may affect the Students' learning experience. Faculty are encouraged to attend formal orientation sessions offered.
  - e. CoxHealth's staff will be accessible to meet with School's faculty to discuss the expected roles of the Students while at CoxHealth.
  - f. CoxHealth will make available to the Students and faculty at their own expense use of the cafeteria or other eating facilities while Students are receiving clinical instruction at CoxHealth.

- B. **Insurance.** CoxHealth shall, at its expense, obtain and maintain commercial professional liability insurance coverage, via commercial insurance or self-funded trust, with limits of at least one million dollars (\$1,000,000) per claim or occurrence and three million dollars (\$3,000,000) per year in the aggregate.
4. **No Compensation.** Neither party shall earn or receive any compensation from the other party in return for the performance of the duties and obligations described herein. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from CoxHealth or School. Any courtesy appointments to faculty or staff by either the School or CoxHealth shall be without entitlement of the individual to compensation or benefits for the appointed party.
5. **Removal of Students.** CoxHealth may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of patient care or for unprofessional behavior. CoxHealth may request School to withdraw or dismiss a Student from the Practicum at CoxHealth when his or her clinical performance is unsatisfactory to CoxHealth or his or her behavior, in CoxHealth's sole discretion, is disruptive or detrimental to CoxHealth and/or its patients. In such event, said Student's participation in the Practicum shall immediately cease; however, only School has ultimate control or discretion over any grades given to the Students.
6. **Non-Discrimination.** In the performance of this Agreement, there shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Students for participation in the Practicum, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the Practicum.
7. **Indemnification.** Each party shall defend, indemnify, and hold the other party harmless from any and all claims, actions, liabilities, and expenses (including costs of judgments, settlements, court costs, and reasonable attorney's fees) resulting from, or based upon the negligent or intentional acts or omissions, or any failure to perform any obligation undertaken or any covenant by, the indemnifying party in this Agreement. Upon notice from the indemnified party, the indemnifying party will defend against, at its expense, any such claim or action, provided that the indemnifying party's selection of counsel shall be subject to the indemnified party's approval, and indemnified party shall have the right to participate in the defense and to approve any settlement.

8. **Term and Termination.** The initial term of this Agreement shall commence as of the Effective Date and shall continue for two (2) years or until terminated in accordance with the terms hereof. This Agreement shall automatically renew for successive two (2) year terms, not to exceed four renewal terms, such that the total life of this agreement shall be ten (10) years. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice to the other party, provided that all Students currently enrolled or participating in the Practicum at CoxHealth at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the Students, until the sooner of each Student's individual completion of the Practicum or three (3) months from the date of the notice of termination.
9. **Miscellaneous Terms.**
  - A. **Change in Law.** In the event of any changes in applicable laws occur during the term of this Agreement which materially affect either party, such affected party may request renegotiation of the applicable terms of this Agreement by written notice to the other party. If no new agreement is reached within sixty (60) days of receipt of such notice, then either party may terminate this Agreement upon an additional thirty (30) days written notice. The parties further agree that in the event that legislation is enacted or a regulation is promulgated or a judicial or administrative decision is rendered that affects, or may affect, the legality of this Agreement or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder, then, within fifteen (15) days following notice by either party of such event, each party will negotiate in good faith a substitute Agreement which will carry out the original intention of the parties to the extent possible in light of such legislation, regulation or decision. Failure to renegotiate the terms within the 15-day-period will result in automatic termination of this Agreement unless the parties otherwise agree in writing.
  - B. **Severability.** Each and every provision, section, subsection, paragraph, and clause herein shall be separable from each and every other part hereof so that the invalidity of any part hereof shall not affect the validity of the remainder.
  - C. **No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

- D. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.
- E. Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Missouri. Both parties further agree that venue shall be proper in the United States District for the Western District of Missouri, Southern Division, or the Circuit Court of Greene County, Missouri.
- F. No Assignment. The rights and obligations provided under this Agreement are not assignable without written consent of the non-assigning party. Any such assignment made or attempted without such required consent is void.
- G. Amendments. Amendments may be made to this Agreement only upon the mutual consent and approval in writing by both parties.
- H. Headings. Headings contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous representations, negotiations, promises, covenants or discussions between the parties relating to the subject matter herein.
- J. Third Party Beneficiary. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.
- K. Successors and Assigns. All provisions of this Agreement are binding upon, insure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.
- L. No Joint Venture or Partnership. The parties agree that they are independent parties contracting together, and that nothing contained herein is to be construed as making the parties joint venturers or partners.



- M. Notices. All notices and other writings required or permitted to be given under the terms of this Agreement shall be hand-delivered or mailed, postage prepaid by certified or registered mail, return receipt requested, to the parties as follows:


To the School at:                      Citizens Memorial Hospital  
    Attention: Theron Becker  
    1500 N Oakland Ave  
    Bolivar, MO 65613

To CoxHealth at:                      CoxHealth  
    Attention: Mark Alexander  
    3801 S. National  
    Springfield, MO 65807

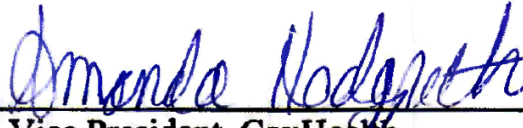
With a copy to:                      CoxHealth, Legal Department  
    Attention: Charity Elmer, General Counsel  
    3850 S. National, Ste. 760  
    Springfield, MO 65807

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

**School**

  
\_\_\_\_\_  
CEO, Citizens Memorial Hospital  
8-2-17  
\_\_\_\_\_  
Date

**CoxHealth**

  
\_\_\_\_\_  
Vice President, CoxHealth  
5-1-18  
\_\_\_\_\_  
Date

## **EXHIBIT A**

### **Criminal Background Check Requirements for Students Coming To CoxHealth for Clinical Experiences**

An SIS or attempt to commit any of the below crimes may also prohibit a student from participating in clinical experiences at CoxHealth.

#### **Dishonesty (including, but not limited to)**

- Blackmail or Extortion
- Bribery
- Burglar's Tools Violations
- Buying, Receiving or Possessing Stolen Property
- Embezzlement
- Forgery or Counterfeiting
- Fraud
- Larceny or Theft
- Motor Vehicle Theft
- Perjury or Suborning Perjury

#### **Violence (including, but not limited to)**

- Aggravated Assault
- Arson
- Burglary or Attempted Burglary
- Criminal Homicide
- Explosives violations
- Forcible Rape or Sexual Assault
- Hate Crime Violation
- Kidnapping
- Other Assaults
- Robbery
- Weapons Violation

#### **Sex Offenses (including, but not limited to)**

- Incest
- Indecent Exposure
- Intercourse with Impaired Person
- Sale of Obscene Literature
- Sodomy
- Statutory Rape
- Other Sex Offenses Involving a Minor

#### **Controlled Substance Abuse (including, but not limited to)**

- Sale
- Possession
- Paraphernalia
- Manufacture
- Growing
- Intent to Sell
- Intent to Manufacture
- Intent to Grow
- Use

#### **Terrorism and Related Offenses**

Any and All Offenses