

COOPERATIVE AGREEMENT

This Cooperative Agreement (“Agreement”), effective **XXXX** (“Effective Date”), by and between **XXXX** (“Facility”) and COXHEALTH, a Missouri not-for-profit corporation including its affiliates and subsidiaries, on behalf of Cox College (“School”).

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

WHEREAS, Facility 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 each party’s valid and binding obligation, enforceable in accordance with its terms.

2. **Duties and Obligations of School.**

A. **Clinical Practicum.** School is committed to excellence by meeting the educational needs of students and the healthcare community. School shall be responsible for the development, implementation, and operation of the clinical component of its educational programs offered and conducted at the Facility 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 the Facility;
- b. Assign to the Facility only those Students who have satisfactorily completed the prerequisites for clinical experience;
- c. Determine by mutual consent of the Facility and School the dates and times for Student placement and School must notify the Facility in advance of its planned schedule of Student assignments, including the dates of assignments, number of Students participating, and type of educational experience expected;
- d. Acquaint Facility personnel with the overall objectives of the School and provide the appropriate educational objectives and documents for clinical experiences to Facility.

B. **Facility Rules and Regulations.** School shall require all of its Students participating in the Practicum at the Facility to be subject to the Facility’s

generally applicable rules and regulations as is reasonable for the purposes of this Agreement.

- C. Dress Code; Identification. School shall require the Students to dress in accordance with such reasonable dress and personal appearance standards reasonably required by Facility. School shall require Students to wear and/or display such nametags or other identification as Facility may reasonably require.
- D. Applicable Laws. School agrees to abide by all applicable state and federal laws and regulations governing its operation.
- E. Student Screenings: The School shall assume all responsibility for the screening of students who wish to participate in the Practicum.
 - a. 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.
 - b. 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 the Facility upon request. In addition, a Student may not participate in clinical experiences at Facility 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 Facility upon request.
- F. HIPAA Privacy Regulations. School shall ensure that Students are trained in compliance with HIPAA Privacy Regulations. School shall maintain a Statement of Confidentiality, signed annually by each student. Copies shall be available upon request. School agrees that it and the Students shall keep strictly confidential all confidential information of Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Facility, except as required or permitted by law.
- G. 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 Facility. 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 Facility and any rules and regulations of School.

3. **Duties and Obligations of Facility.**

A. **General Participation.** Facility shall accept the Students assigned by the School and cooperate in the orientation of all Students to the Facility. Facility shall provide learning opportunities for the Students, who shall be supervised by the Facility personnel, to observe and assist in various aspects of professional practice. Facility shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Facility shall make its clinical facilities available to Students as necessary to complete the experience.

1. Facility shall permit Students to use the facilities and resources of the Facility when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of Facility.
2. Facility will provide Students with all protective equipment required during the clinical experience.
3. Facility's staff will be accessible as resources to assist School in planning the Student experience.
4. Facility will notify School of its policies and procedures that may affect the Students' learning experience.
5. Facility's staff will be accessible to meet with School to discuss the expected roles of the Students while at Facility.
6. Facility will make available to the Students at their own expense use of the cafeteria or other eating facilities while Students are receiving clinical instruction at Facility.

B. **Insurance.** Facility shall, at its expense, obtain and maintain commercial professional liability insurance coverage 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 hereunder. A certificate of insurance shall be provided to School 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

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 Facility or School. Any courtesy appointments to faculty or staff by either the School or Facility shall be without entitlement of the individual to compensation or benefits for the appointed party.

5. **Removal of Students.** Facility 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 after notifying School. Facility may request School to withdraw or dismiss a Student from the Practicum at Facility when his or her clinical performance is unsatisfactory to Facility or his or her behavior is disruptive or detrimental to Facility 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. Term and Termination. The initial term of this Agreement shall commence as of the Effective Date and shall continue until **XXXX (must be at least one year)** in accordance with the terms hereof. This Agreement shall automatically renew for successive one (1) year terms, not to exceed four renewal terms, unless either party provides written notice of termination to the other at least sixty (60) days before the end of the then-current term. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least ninety (90) days prior written notice to the other party, provided that all Students currently enrolled or participating in the Practicum at the Facility 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.

8. Miscellaneous Terms.

A. Change in Law. In the event that 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, whether oral or written, if any, between the parties relating to the subject matter hereof.

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, inure 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: Cox College
1423 N. Jefferson Ave.
Springfield, Missouri 65802

With a copy to: Hulston Cancer Center
Attn: Charity Elmer, General Counsel
3850 South National Avenue
Suite 760
Springfield, MO 65807

To the Facility at: XXXX
XXXX
XXXX, XX XXXXX

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

Facility

Signature

Signature

Dr. Lance Ratcliff

Printed Name

Printed Name

President

Title

Title