

CLINICAL AFFILIATION AGREEMENT

THIS CLINICAL AFFILIATION AGREEMENT (the "Agreement") is entered into this 27 day of April, 2021 ("Effective Date") by and between Ozarks Medical Center dba Ozarks Healthcare, its subsidiaries, affiliates and healthcare facilities covered by this Agreement, collectively referred to as "Facility" and _____ Cox College_ ("School").

BACKGROUND

The School desires its students ("Students") enrolled in the degree programs listed in Exhibit B ("Programs") participate in supervised practical learning and clinical experiences ("Clinical") at Facility sites listed in Exhibit A.

AGREEMENT

A. SCHOOL RESPONSIBILITIES:

1. The School is responsible for the educational experience of Students in theoretical background, basic skill, professional ethics, attitude and behavior, and School will only assign Students to the Facility who have completed prerequisite course work. The School's faculty members are appropriately certified and/or licensed and have the experience required by law, regulation and rules of approval and/or accreditation.

2. As required by the Facility, the School will provide or, at School's option, require Students participating in the Clinical to maintain, Student professional liability insurance of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such Student while participating in the Clinical at the Facility. Upon request, the School will provide proof of such insurance coverage to the Facility. The Facility may terminate the Clinical of a Student if the required insurance coverage for such Student is not provided or is canceled.

3. The School will maintain professional liability and commercial general liability insurance for itself, instructors and employees with limits as follows: General Liability of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate professional liability insurance of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate (which may be shared with the Students' professional liability). Upon request, the School will provide to Facility certificates of insurance evidencing such coverage and the School will endeavor to provide the Facility at least thirty (30) days advance written notice of any cancellation or non-renewal. In addition, upon request of the Facility, the School will have the Facility included as an additional insured on such School general liability insurance policies. Such insurance will be primary with respect to any other coverage or insurance otherwise available to the Facility. Upon request, the School will provide evidence of Worker's Compensation Insurance for any School employee at a Facility pursuant to this Agreement. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement will neither enlarge nor diminish such obligation.

4. A School faculty or professional staff member will coordinate the Clinical with the Facility, including the assignment of Students participating in the Clinical.

5. As required by the Facility or otherwise noted, the School will provide evidence that he or she has met all applicable requirements of CPR certification, hepatitis A and B vaccination, TB Mantoux test, Varicella and MMR immunity, Td/Diphtheria

prevention, and compliance with OSHA requirements for prevention of transmission of bloodborne pathogens and TB. The School will provide proof of compliance to site-specific requirements if required by Facility.

6. The School will provide proof that each student and clinical instructor has undergone a criminal background check and drug screen as part of their enrollment or hiring process. If required by Facility, the School will provide Facility a copy of such.

7. The School will notify each Student prior to his/her arrival at the Facility that he/she is responsible for:

(a) Following the policies, standards, and practices of the Facility.

(b) Obtaining medical care at his/her own expense for any injuries sustained as a direct or indirect result of his/her affiliation with the Facility.

(c) His/her own transportation and living arrangements.

(d) Reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility.

(e) Conforming to the standards and practices established by the School while functioning at the Facility.

(f) Obtaining prior written approval of the Facility and the School before publishing any material relating to the Clinical or the clinical learning experience.

(g) Meeting the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of the Joint Commission and other applicable healthcare accrediting agencies.

B. FACILITY RESPONSIBILITIES:

1. The Facility agrees to provide appropriate space, personnel and resources at designated sites for Clinical experiences for Students.

2. The Facility will maintain professional liability and commercial general liability insurance for itself and its employees. The Facility shall maintain workers compensation insurance for its employees.

3. Students will be subject to all rules and regulations and the administrative policies, standards, and practices of the Facility as imposed by the Facility on its employees and agents. Students will also remain subject to the authority, policies, and regulations of the School.

4. Facility will not allow Students to replace the Facility staff and will not allow Students to render service except as identified in the jointly planned Clinical experience. A member of the staff of the Facility will supervise contact between a Student and a patient, and the Facility will be responsible for all patient care at all times.

5. Facility will provide emergency outpatient treatment to Students while at Facility hospital sites for a Clinical in case of accident or illness, at Students' cost.

6. If required for a Clinical depending on the Program, a suitably experienced and qualified licensed professional employee of Facility will be appointed as a preceptor to administer the Clinical at the Facility ("Preceptor"). The Preceptor will work closely with the School, which will be responsible for coordinating Clinical placements.

7. If requested, the Facility will provide the professional and academic credentials of Preceptor(s) to the School in writing.

8. On reasonable request and subject to legal restrictions upon disclosure of patient health information, representatives of the School and/or agencies responsible for approval of the facilities for Clinicals or accreditation of the applicable Program(s) curriculum may tour the Clinical facilities, services available for Clinical experiences, and such other items pertaining to the Clinical.

9. The Facility will provide the Student(s) an orientation to the Facility.

10. The Facility will take all measures necessary to guard against improper disclosure of information in its possession regarding the School's Students who train at the Facility pursuant to this Agreement and will comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment. School will not be obligated to provide any Student information to Facility except as permissible under FERPA.

C. OTHER RESPONSIBILITIES:

1. The School and its faculty and other employees will comply with all applicable state and federal laws, rules and regulations regarding patient privacy and data security, including but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164. The School will inform Students of their obligation to comply with all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, HIPAA. School will inform Students that they are required to comply with all Facility policies and procedures provided to School regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. If during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that the School is a Business Associate, as described in the federal privacy regulations, or if the parties otherwise reasonably determine that School will likely be so defined as a Business Associate under such federal privacy regulations, the parties will promptly agree upon such procedures and requirements relating to handling private health information as will ensure compliance with applicable governmental requirements and regulations.

2. Both parties agree that Students training at the Facility under this Agreement will have the status of students in training, and will not be considered employees of the Facility. Facility will not pay, or be responsible for any salary, compensation or benefits for, Students in relation to the Clinical.

3. The School and the Facility will agree to start dates and length of the Clinical for each Student.

4. The parties will agree periodically during the term of this Agreement on the number of Students eligible to participate in the Clinical; provided, however, that the Facility may reduce the number of Students eligible to participate in the Clinical program at any time, with prior notice to the School and adequate time for the School to reassign the Student(s) to another clinical site.

5. The School and the Facility will jointly evaluate the Clinical learning experiences of the Students, and their respective staffs will communicate regularly for the purpose of reviewing and evaluating current clinical experiences being offered to Students.

6. As required by the Facility, Students and faculty shall maintain comprehensive healthcare insurance during the Clinical.

D. REMOVAL OF STUDENTS:

1. The School may remove a Student at any time from the Clinical at the Facility. The School will notify the Facility of such removal in writing.

2. The Facility may immediately remove any Student participating in the Clinical from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of the Facility's patients, staff members, visitors or to the Facility's operations. The Facility will notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a Student for any other reason, Facility will notify the School in writing of the reasons for the removal and will consult with the School before removing the Student; however, decision for removal shall ultimately remain with the Facility.

E. INDEMNITY

The following indemnity agreement is applicable after all available insurance coverage is exhausted:

1. The School agrees to indemnify the Facility for sums the Facility becomes legally obligated to pay as damages or expenses (including reasonable defense costs) for bodily injury or property damage to the extent caused solely by the School or the School's employees' or agents' negligence, acts or omissions in performance of School's responsibilities under this Agreement as provided in Sections A and C of this Agreement. The School will have no obligation to defend the Facility nor will allegations of liability trigger the School's duty to indemnify defense costs. The School shall have no obligation to indemnify the Facility for any damages or expenses the Facility incurs arising out of Facility's negligence, acts or omissions. If it is found that the Facility is solely liable, the Facility will reimburse the School all sums paid (including defense costs) under this provision.

2. The Facility agrees to indemnify the School for sums the School becomes legally obligated to pay as damages or expenses (including reasonable defense costs) for bodily injury or property damage to the extent caused solely by the Facility's or the Facility's employees' or agents' negligence, acts or omissions in performance of Facility's responsibilities under this Agreement as provided in Sections B and C of this Agreement. The Facility will have no obligation to defend the School nor will allegations of liability trigger the Facility's duty to indemnify defense costs. The Facility shall have no obligation to indemnify the School for any damages or expenses the School incurs arising out of the School's negligence, acts or omissions. If it is found that the School is solely liable, the School will reimburse the Facility all sums (including defense costs) paid under this provision.

F. TERM OF AGREEMENT:

The Term of this Agreement begins on the Effective Date and shall continue for a period of one (1) year. This agreement shall automatically renew for additional one (1) year terms unless either party provides written notice of an intent to terminate at least ninety (90) days prior to termination of the then existing term. In addition, either party may terminate this agreement, with or without cause, upon ninety (90) days written notice. Subject to Section D.2, Students who are participating in a Clinical at the time of termination will be allowed to complete their Clinical under the terms and conditions of this Agreement.

G. ADDITIONAL TERMS:

1. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which will not be unreasonably withheld.

2. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement will be valid unless the same is in writing and signed by the parties. No waiver of any provisions of this Agreement will be valid unless in writing and signed by the parties.

3. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue valid and enforceable to the fullest extent permitted by law.

4. Non-Discrimination. The parties will comply with any applicable federal, state or local laws, rules or regulations prohibiting discrimination; the parties will not engage in unlawful discrimination or treatment because of race, color, religion, sex, national origin, military or veteran status, sexual orientation, or disability in the employment, training, or promotion of Students or personnel engaged in the performance of this Agreement.

5. Relationship of the Parties/Employment. Facility and School are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between Facility and School or any of their employees, faculty, officers, agents, or contractors. No assigned Student or School faculty member under this agreement will in any way be considered an employee or agent of the Facility, nor will any Student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility. Students will not be deemed to be agents or employees of the School.

6. Notice to Parties. Any notices under this Agreement will be in writing to the following addresses, or to such other address as either party may specify in writing from time to time:

If to the Facility:
Ozarks Healthcare
1100 Kentucky Avenue
West Plains, MO 65775
Attention: Tracy Litchfield, RN

RN Clinical Educator
Email: T.Litchfield@OZHCare.com
Telephone: (417) 257-6793

If to the School:

Cox College
1423 N. Jefferson Avenue
Springfield, MO 65802
Attention: Janet Jaeck
Email: Janet.Jaek@coxcollege.edu
Telephone: (417) 269-3401

With a copy to:
Hulston Cancer Center
Attn: Jessica Johns, Assistant General Counsel
3850 South National Ave., Suite 760
Springfield, MO 65807

7. Governing Law. This Agreement will be construed and enforced in accordance with the internal substantive laws of the State of Missouri, without regard to the conflict of laws provisions thereof.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

9. No Third-Party Beneficiaries. This Agreement will inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10. Liability. Each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof.

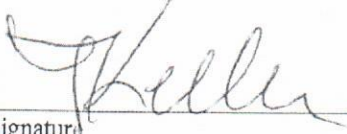
11. Headings. The section headings and titles contained herein do not constitute substantive provisions of this Agreement and will not be used to construe or interpret the material contained in such sections.

12. Disclosure Authorization. During the term of this Agreement, Facility authorizes School to disclose the existence of this Clinical Affiliation relationship to students and prospective students in advising, communications and marketing materials and discussions and to regulatory and accrediting authorities as needed.

13. Review. A periodic review of the terms of this Agreement shall be conducted periodically, but no less than every three (3) years.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

**OZARKS MEDICAL CENTER d/b/a
OZARKS HEALTHCARE:**



Signature

Thomas Keller
Printed Name

President & CEO
Title

Date: 4/27/21

COX COLLEGE:


Signature

Amy DeMelo
Printed Name

President + CEO
Title

Date: 4/30/21

EXHIBIT A

Facility Site(s) for Clinicals

Ozarks Medical Center d/b/a Ozarks Healthcare
1100 Kentucky Avenue
West Plains, MO 65775

Ozarks Healthcare Alton
100 Medical Drive
Alton, MO 65606

Ozarks Healthcare Gainesville
37 Medical Drive
Gainesville, MO 65655

Ozarks Healthcare Mountain Grove
500 E. 19th Street
Mountain Grove, MO 65711

Ozarks Healthcare Mountain View
220 N. Elm Street
Mountain View, MO 65548

Ozarks Healthcare Thayer/Mammoth Spring
10675 Nettleton Avenue
Thayer, MO 65791

Ozarks Healthcare Primary Care Clinic
Highland Park, Suite 100
181 Kentucky Avenue
West Plains, MO 65775

Ozarks Healthcare Winona
9104 State Highway 19
Winona, MO 65588

EXHIBIT B
SCHOOL PROGRAMS

NURSING (ADN, LPN, BSN, RN-BSN OPTION)
MASTER OF SCIENCE IN NURSING (MSN)
ADVANCED PRACTICE NURSING (FNP)
DOCTOR OF NURSING PRACTICE (DNP)
RADIOLOGICAL SCIENCES & IMAGING