

EXHIBIT C

**UNDERGRADUATE MEDICAL EDUCATION
PROGRAM AFFILIATION AGREEMENT
BETWEEN
UNIVERSITY OF KANSAS MEDICAL CENTER
UNIVERSITY OF KANSAS SCHOOL OF MEDICINE
and
SAINT LUKE’S HOSPITAL OF KANSAS CITY,
KANSAS CITY, MISSOURI**

This Program Affiliation Agreement (hereinafter “Program Agreement”) is effective as of _____, 2007 by and between The University of Kansas School of Medicine (hereinafter “School”), and Saint Luke’s Hospital of Kansas City (hereinafter “Training Site”).

Whereas, the School offers a curriculum for educating medical care professionals and periodically desires to provide its medical students with clinical clerkships through appropriate facilities and personnel of third parties; and

Whereas, the Training Site has suitable facilities and personnel available for enhancing the clinical clerkships of such students; and

Whereas, the School and Training Site desire to have such students obtain clinical clerkships at Training Site.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in this document, the School and Training Site agree as follows:

I. DEFINITIONS

- A. **“Clinical Clerkship(s)”** shall mean the clinical educational experience(s) provided to students at the Training Site.
- B. **“Clinical Clerkship Director”** shall mean the individual designated by the School to serve as the School’s director of a particular Clinical Clerkship.
- C. **“Student Supervisor(s)”** shall mean the individual(s) designated by the Training Site to direct and coordinate individual student Clinical Clerkships at the Training Site.

II. SCHOOL AGREES TO

- A. Assume responsibility for the educational program of students assigned to the Training Site and provide the Medical Education Department of the Training Site with educational objectives and documents related to the Clinical Clerkships no later than thirty (30) days prior to the date the Clinical Clerkships are to begin.

- B. Assign to the Training Site only those students who have satisfactorily completed the prerequisites for the Clinical Clerkships.
- C. Assign to the Training Site only the number of students mutually agreed upon by the Training Site and the School.
- D. Determine, with the consent of the Training Site, the dates, experience areas and times for student placement, and provide the Training Site with the names, addresses and contact information for students assigned to the Training Site.
- E. Provide professional liability insurance and/or self-insurance coverage for each student with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000), under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and use reasonable efforts to maintain throughout the term of this Program Agreement an insurance policy having minimum coverage limits of Five Hundred Thousand Dollars per occurrence, Three Million Dollars annual aggregate (\$500,000/\$3,000,000).
- F. Notify the Training Site at least ten (10) days prior to any lapse, cancellation or modification of mandatory minimum insurance coverage required by this Program Agreement.
- G. Provide the Training Site with timely written notice of any claims, actions, demands or liabilities arising under this Program Agreement, and the opportunity to participate in the defense of such claims, actions, or demands.
- H. Ensure that students and faculty of the School are trained in compliance with OSHA Blood-Bone Pathogen Regulations prior to assignment to the Training Site.
- I. Ensure that students and faculty of the School assigned to the Training Site provide documentation of appropriate immunizations as required by the Training Site's policies and procedures.
- J. Ensure that students and faculty of the School assigned to the Training Site have and can produce a complete health history upon request. If such information is not provided or if the Training Site determines the information to be unsatisfactory, the Training Site may refuse the student or faculty member access to any or all of Training Site's facilities.
- K. Ensure that health insurance is obtained and maintained on each student assigned to the Training Site at a minimum level of coverage at least equal to that being afforded at the time by the Kansas Medicaid Program.
- L. Notify Training Site's Employee Health Department promptly of any exposure to disease, illness or injury reported by or occurring to any student or faculty

member of the School assigned to the Training Site, regardless of whether such event occurred at Training Site.

- M. Require that students and faculty assigned to the Training Site wear name badges which appropriately identify them as School personnel.
- N. Appoint a Clinical Clerkship Director from the appropriate program/department to coordinate the Clinical Clerkships between the School and Training Site.
- O. Designate qualified instructors who are members of the medical staff at Training Site to select, assign, supervise, and evaluate the Clinical Clerkships of the students.
- P. Require students assigned to the Training Site to comply with the policies and procedures of the Training Site.
- Q. Provide compensation to the Training Site on a quarterly basis in the amount of One Thousand Six Hundred Fifty Dollars (\$1,650.00) per student participating in a Clinical Clerkship at the Training Site during that calendar quarter. Payment of such amounts will occur through a withhold from the Training Site's quarterly mission support payments to the School as provided for under the terms of the Affiliation Agreement effective _____, 2007 between the University of Kansas and Training Site.

III. TRAINING SITE AGREES TO

- A. Provide Clinical Clerkships to an agreed number of students of the School.
- B. Orient each student assigned to the Training Site as to the policies of the Training Site and provide the School and each student with access to applicable Training Site policies and procedures including the Training Site's HIPAA compliance policies and procedures.
- C. Designate a Student Supervisor to collaborate with the School regarding planning and supervising of the each student's Clinical Clerkship at the Training Site.
- D. Maintain administrative and professional supervision of students assigned to the Training Site.
- E. Provide qualified instructors, who are members of the medical staff at Training Site, to select, assign, supervise, and evaluate the Clinical Clerkships of the students.
- F. Provide academic evaluations of each student as directed and requested by the Clinical Clerkship Director.

- G. Provide the School with feedback regarding the student experience as requested by the School.
- H. Provide the School with timely notice of any unsatisfactory conduct or performance of any student assigned to the Training Site.
- I. Provide access to the Training Site to students and faculty assigned to Training Site.
- J. Provide professional liability insurance and/or self-insurance coverage for Training Site and Training Site's employees and agents with minimum coverage limits of One Million Dollars per occurrence, Three Million Dollars annual aggregate (\$1 million/\$3 million) and provide the School with a Certificate of Insurance, upon request.
- K. Notify the School at least ten (10) days prior to any lapse, cancellation or modification of mandatory minimum insurance coverage required by this Program Agreement.
- L. Provide the School with timely written notice of any claims, actions, demands or liabilities arising under this Program Agreement, and the opportunity to participate in the defense of such claims, actions, or demands.
- M. Provide all necessary personal protective equipment for students, while assigned to Training Site in compliance with OSHA Blood-Bone Pathogen Regulations and applicable requirements of the Nuclear Regulatory Commission.

IV. GENERAL PROVISIONS

- A. School and Training Site agree that contemporaneous with or following execution of this Program Agreement and within the scope of its provisions, School and Training Site may develop further agreements to formalize operational details related to the Clinical Clerkships. These details include, but are not limited to:
 - 1. The beginning dates and length of the Clinical Clerkship (to be mutually agreed upon at least one (1) month before the Clinical Clerkships are to begin);
 - 2. The number of students to be assigned to the Clinical Clerkships;
 - 3. The specific days, hours and locations for the Clinical Clerkships;
 - 4. The specific learning objectives and performance expectations for students participating in the Clinical Clerkships;

5. The allocation of additional specific responsibilities for the Clinical Clerkships between the School and the Training Site;
 6. The deadlines and format for student progress reports and evaluation forms.
- B. The Training Site will accept students for the Clinical Clerkships under terms mutually agreed upon by the School and the Training Site. Students accepted by the Training Site for Clinical Clerkships shall be subject to the rules and regulations of the Training Site and the School, including without limitation compliance with Joint Commission standards.
 - C. The School and Training Site will use reasonable efforts to resolve problems involving students, provided, however, that the Training Site may remove any student from Clinical Clerkships at the Training Site if the Training Site determines that the student poses a danger to the health and safety of patients or staff of the Training Site or behaves in a manner inconsistent with the policies and procedures of the Training Site.
 - D. Conflicts involving faculty or students participating in the Clinical Clerkships will be resolved by conference between the Student Supervisor and the Clinical Clerkship Director. Conflicts that cannot be resolved by the Student Supervisor and the Clinical Clerkship Director will be referred to the appropriate Department Chair within the School and the Senior Vice President/Chief Operating Officer of the Training Site and/or their representatives. If conflict remains, the matter will be referred to the Executive Dean of the School and the Chief Executive Officer of the Training Site for disposition.
 - E. Emergency medical care for each student assigned to the Training Site will be arranged at the student's expense. Initial exposure to potential communicable disease will be processed through the Training Site's policies and procedures and will be reported to the Student Supervisor and Clinical Clerkship Director.
 - F. Students will participate in providing, but shall not be solely responsible for, healthcare services rendered at the Training Site as part of the Clinical Clerkships. It is understood by the School and the Training Site that the Training Site and its employees and contractors have sole primary responsibility for patient care and treatment. At the discretion of the Training Site, students participating in the Clinical Clerkships may participate in conferences and programs at the Training Site.
 - G. The School and Training Site are independent entities and neither shall have nor exercise any control over the means, manner, or method by which the other performs its obligations under this Program Agreement. Nothing contained in this Program Agreement shall be deemed or construed by the parties or by any third

person to create the relationship of principal and agent or of partnership and joint venture.

- H. Students assigned to Training Site pursuant to this Program Agreement are not employees of Training Site.
- I. This Program Agreement shall be effective for the period _____ 2007, through _____, 2016, and shall continue in effect thereafter unless terminated as provided herein.
- J. Either party may terminate this Program Agreement with or without cause upon one-year's notice. All students who are participating in the Clinical Clerkships at the Training Site at the time of notice of termination will be permitted to complete their originally scheduled training. Any students who are to begin clinical training at the Training Site after notice of termination is given, but before the expiration of the one-year notice period, will be allowed to start their Clinical Clerkships, provided, however, that those students will only be allowed to participate in Clinical Clerkships at the Training Site until the effective date of termination.
- K. This Program Agreement also may be terminated by either party upon thirty (30) days written notice in the event the other party fails to maintain the insurance coverage required by this Program Agreement. Immediately upon receipt of such notice of termination, all students participating in Clinical Clerkships at the Training Site will be excluded from the Training Site.
- L. This Program Agreement also may be terminated at any time by mutual written agreement of the parties. In such case, all students assigned to the Training Site will be reassigned within sixty (60) days.
- M. The terms of this Program Agreement may be modified only upon mutual written consent of the parties.
- N. Neither party will discriminate against any employee or applicant for employment or registration in the course of study: (1) because of race, color, creed, sex, sexual orientation or national origin; (2) on the basis of handicap in violation of Section 504 of the Rehabilitation Act and application regulations; or (3) for any other unlawful reason.
- O. This Program Agreement shall be governed and construed in accordance with the laws of the State of Kansas.
- P. For purposes of this Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA"), the School hereby designates the Training Site as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent

that access to the records are required by the School to carry out the Program. Training Site agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

- Q. The parties agree to comply with the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The parties agree that when protected health information (“PHI”) (as defined by HIPAA) is provided or made available to the other party for any purpose, the receiving party, and its students, employees, agents or representatives will not use or disclose the PHI other than as permitted or required by this Program Agreement or state and federal law. The parties shall take reasonable steps to prevent unauthorized disclosures by its employees, students, officers, directors, agents, contracts, or consultants. Each party recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this Program Agreement and/or legal action.
- R. All notices, request, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly delivered when personally delivered or upon the earlier of actual receipt or three (3) business days after deposit with the United States Postal Service if sent by registered or certified, first-class mail, postage prepaid to:

University: University of Kansas Medical Center
Office of the Executive Vice Chancellor
Mail Stop 2015
3901 Rainbow Boulevard
Kansas City, Kansas 66160
Attention: Barbara F. Atkinson, M.D.
Executive Vice Chancellor

Training Site: Saint Luke’s Hospital of Kansas City
4401 Wornall Road
Kansas City, Missouri 64111
Attention: Mark S. McPhee, M.D.
Senior Vice President/Chief Operating Officer

IN WITNESS WHEREOF, the undersigned have set their hands:

FOR SCHOOL
The University of Kansas
School of Medicine

FOR TRAINING SITE
Saint Luke's Hospital of Kansas City

Barbara F. Atkinson, M.D. Date
Executive Vice Chancellor
Executive Dean, School of Medicine

Mark S. McPhee, M.D. Date
Senior Vice President &
Chief Operating Officer

Approved as to Form:

Legal Counsel