

## **AFFILIATION AGREEMENT**

THIS AFFILIATION AGREEMENT ("**Agreement**") is entered into as of July 1, 2018, (the "**Effective Date**") by and between Raytown Quality Schools ("**District**") and Kansas City University of Medicine and Biosciences, a Missouri nonprofit corporation ("**Corporation**") on behalf of its Score 1 for Health Program. District and Corporation are each referred to herein as a "**Party**" and collectively as the "**Parties**".

### **RECITALS**

WHEREAS, the District desires to promote the good health of students enrolled in schools within the District.

WHEREAS, one of Corporation's purposes is to promote the health of children, and Corporation, with the assistance of certain other organizations selected by Corporation in its sole discretion (the "**Affiliated Organizations**"), provides a program of health care screenings for children.

WHEREAS, the Parties desire for Corporation to establish a health screening program to be conducted by Corporation and the Affiliated Organizations in selected schools within the District.

### **TERMS AND CONDITIONS**

NOW, THEREFORE, the Parties, for and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, agree as follows:

#### **Article 1. Term and Termination**

- 1.1 **Term.** The term of this Agreement ("**Term**") shall commence on the Effective Date, July 1, 2018, and shall continue until June 30, 2019.
- 1.2 **Termination.** This Agreement, pursuant to its terms, may be terminated prior to the end of the Term for any reason by either Party by giving written notice of the intent to terminate to the other Party. The termination will be effective upon the date set forth in such written notice, but, in no event, sooner than thirty (30) calendar days unless termination is for cause. For purposes of this provision, "cause shall mean material breach of this Agreement wherein the breach is not cured within thirty (30) days of receipt of notice in writing to the breaching Party."

#### **Article 2. Health Services**

- 2.1 **Services.** During the Term, Corporation, through its Personnel (as defined herein), will provide certain health screening services ("**Services**") to Eligible Students (as defined herein). It is anticipated that the Services will include, but not be limited to, height measurements, weight measurements, blood pressure measurements, vision screening, dental evaluation and physical assessment.

However, the Parties understand and agree that the Services to be provided by Corporation during the Term will be determined and directed by Corporation in its sole discretion and may be changed by Corporation at any time, in its sole discretion.

- 2.2 **Supervision.** Corporation agrees that unlicensed Personnel who perform Services that require a license, who are not licensed but eligible to perform the Services when properly supervised, shall be supervised by Personnel who maintain such license.
- 2.3 **Consent Forms.** The Parties agree that Services shall be provided only to Eligible Students. "Eligible Students" are defined herein as students who are enrolled in District's Schools and whose parent or legal guardian, as appropriate, have completed the Consent Form. The Consent Form approved for use under this Agreement shall be substantially in the form attached and incorporated as Exhibit A ("**Consent Form**"). The District is responsible for providing all students enrolled in its Schools with the Consent Form. The District will provide a copy of all completed Consent Forms to Corporation prior to the provision of Services. The District shall maintain the original copy of all completed Consent Forms.
- 2.4 **Results.** Corporation agrees to provide, or make available through secure electronic media, a written summary of the results of the Services to the District and the parent or legal guardian ("**Guardian**") of the Eligible Student, as appropriate. Notwithstanding the foregoing, District acknowledges and agrees that the information obtained by Corporation, including information obtained by an Affiliated Organization, is the property of Corporation and District agrees not to provide access to, use or disclosure of such information to a third party except as set forth in this Agreement, or as allowed by federal or state laws, without the prior written consent of the Corporation. District agrees to maintain the information provided to it in the same manner and in accordance with its policies and procedures applicable to Student Information (as defined herein) and in compliance with applicable federal and state laws.
- 2.5 **Referrals.** If further testing is recommended, Corporation agrees to provide written referrals to the Parent or Guardian of the Eligible Student. In addition, and if deemed necessary, Corporation may contact Parent or Guardian via telephone when results indicate a need for follow-up. District will cooperate with Corporation to ensure that Corporation is able to contact the Guardian of the Student.

### **Article 3. Schools**

- 3.1 **Selection Criteria.** The Parties have mutually agreed that Corporation will provide the Services at those certain schools under the control of the District that are listed on Exhibit B ("**Schools**"), which is attached hereto and incorporated herein. Any change in the Schools at which the Services will be provided shall be

mutually agreed to by the District and Corporation and such change shall be evidenced by an amendment to Exhibit B. If there is a change in the Schools at which the Services will be provided, Corporation and District will take into account the criteria set forth below when making such decisions:

- (a) the capacity of the Corporation to serve;
- (b) the percentage of students enrolled at the school who qualify for free or reduced lunches;
- (c) the schools' proximity to Corporation;
- (d) the commitment and support of the school's principals, nurses, staff and the parents or guardian of Eligible Students; and
- (e) the percentage of students enrolled in kindergarten through fifth grade at the school who will participate in the screening process.

Any criteria, other than the above, which is used in the selection of Schools at which the Services will be performed, shall be mutually agreed upon between the District and Corporation before being utilized in the selection process.

- 3.2 **Dates and Time.** The dates and times that Corporation will provide the Services will be mutually agreed upon by the District and Corporation.
- 3.3 **Location.** The District will provide Corporation with space and facilities necessary for Corporation to conduct the Services. Such space and facilities will be provided to Corporation at no cost. The space and facilities will be appropriately equipped to allow for Corporation to utilize its equipment necessary to provide the Services.

#### **Article 4. Personnel**

The Parties understand and agree that the Services will be provided by employees, contractors, agents, representatives and students of Corporation or the Affiliated Organizations ("**Personnel**"). Corporation understands and agrees that all such individuals shall be subject to the District's policies and procedures while in the Schools, which policies and procedures have been provided in writing to Corporation prior to any scheduled Services being provided. Corporation will provide a complete list of Affiliated Organizations to the District, attached as Exhibit C, and will promptly notify the District in writing of any changes to that list.

#### **Article 5. Corporation's Assistance with the Services**

- 5.1 **Orientation.** Corporation agrees to provide orientation that Corporation deems appropriate, specific to the Services provided hereunder, to its Personnel prior to any such individual participating in the provision of the Services to facilitate each

individual having the experience, skills, education and training necessary to perform such Services in a safe and responsible manner.

- 5.2 **Supervision.** Corporation agrees to provide for administrative and professional supervision of its Personnel and the Personnel of any Affiliated Organization as Corporation deems appropriate to perform the Services.
- 5.3 **Background Checks.** Corporation agrees that any Personnel that may in any way provide Services to Eligible Students must undergo and pass certain criminal background checks ("**Background Checks**"). The Background Checks will, at a minimum, be as comprehensive as the criminal background check required of volunteers who may be left alone with a child under the District's Policy GBEB. The determination of whether any Personnel have passed the Background Checks will be determined by the Corporation, provided that any record indicating a finding or plea of guilty to any felony or crime involving moral turpitude will result in a failed Background Check. Within three (3) days of a written request by the District, Corporation agrees it will provide written confirmation that the Personnel have passed all Background Checks and are, therefore, eligible to provide the Services. The District shall have no responsibility whatsoever for the costs associated with conducting any Background Checks. Further, Corporation represents that its Affiliated Organizations shall be required to attest to their Personnel passing such Background Checks to the District prior to performing any Services on behalf of Corporation.
- 5.4 **Removal of Personnel.** If the District determines that any Personnel is not providing the Services in a satisfactory manner, or if any issues of behavior or inappropriate conduct or similar concerns occur, the District shall notify Corporation in writing and Corporation shall prohibit such individual from continuing to provide Services pursuant to this Agreement. Failure to report to the Corporation by District or failure to take immediate action in response to a report by Corporation shall be considered "cause" for immediate termination of this Agreement.
- 5.5 **Non-Discrimination.** During the performance of the Services under this Agreement, Corporation agrees that it will not discriminate against any individual on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, physical or mental disability, or other protected class status.
- 5.6 **Compliance with Laws.** During the performance of its obligations under this Agreement, Corporation agrees to conduct its activities hereunder in strict compliance in all material respects with all applicable federal, state, and local laws, the policies and procedures of the District, and the Corporation's policies and procedures.

**Article 6. Compensation**

It is expressly understood that the Agreement is being entered into for the educational benefit of certain of the Personnel and that, except as otherwise provided herein, no fees related to the provision of the Services will be assessed or charged by the Corporation or any Affiliated Organization to the District or any Eligible Student.

**Article 7. Independent Contractor**

The Parties to the Agreement are independent contractors and no employee, representative, agent, contractor, or subcontractor of one Party shall be deemed to be the employee, representative, agent, contractor, or subcontractor of the other. In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between the Parties hereto. Each Party shall be solely responsible for paying all taxes for which each Party is responsible.

**Article 8. Confidentiality**

- 8.1 **Student Information.** Corporation acknowledges that it may now, and in the future, have access to and contact with confidential information, which may be an education record or a medical record or biographical data, related to the Eligible Students (the "**Student Information**"), which Student Information's Confidentiality is protected by federal or state law, such as the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA) and their respective regulations. Both during the Term and thereafter, Corporation covenants and agrees to hold such Student Information in confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. Further, Corporation covenants and agrees that it will not disclose any Student Information to any third party, except as may be required in the course of performing the Services, as allowed by this Agreement, or required by federal or state law.
- 8.2 **Return of Confidential Information.** Except with respect to any information that a party is required to maintain under this Agreement or applicable law, at the end of the Term, each Party shall return all Student Information given to or generated by the other Party in accordance with the provisions of this Agreement within five (5) days of receipt of written request. Each Party agrees that it will comply with the other Party's instructions regarding the return or disposition of its Student Information, including any copies or reproductions. In the event such Student Information is maintained in an electronic media, the Party using such electronic media shall destroy the Student Information in an appropriate manner and attest such destruction to the other Party.
- 8.3 **Use of Statistical Information.** Notwithstanding the foregoing provisions on return or destruction of Student Information, the Parties agree that information gathered by Corporation related to the Services shall be the property of Corporation and the District shall have no rights with respect to such information.

District understands and agrees that Corporation can and will use such information, without identification of the Students, for academic, research, or educational purposes, to the extent permitted by applicable law.

**Article 9. Insurance**

- 9.1 **Worker's Compensation.** Corporation agrees it is responsible for maintaining workers' compensation insurance and employer's liability insurance related to Corporation's employees throughout the Term in amounts as required by law, if any, in the jurisdiction where the Services are performed.
- 9.2 **General Liability.** Corporation will maintain and pay for general liability insurance throughout the Term with the following minimum limits of liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- 9.3 **Professional Medical Malpractice.** Corporation will maintain and pay for professional medical malpractice insurance throughout the Term with the following minimum limits of liability: \$1,000,000 per claim and \$3,000,000 in the aggregate.
- 9.4 **No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to the District under applicable state governmental immunities law.
- 9.5 **Affiliated Organizations.** The foregoing provisions in Section 9 shall also be applicable to any Affiliated Organizations although the limits of liability may vary. Corporation shall exercise its best efforts to have an Affiliated Organization attest to its insurance coverage to the District prior to providing Services.

**Article 10. Indemnification**

- 10.1 **Corporation Indemnification.** Corporation agrees to indemnify, defend, and hold harmless the District, its officers, directors, employees, contractors, and agents from and against any and all claims, liability, judgments, fines, and expenses, including all reasonable attorneys' fees and amounts paid in settlement actually and reasonably incurred by the District in connection with any action, suit or proceeding, whether civil, criminal, administrative, or investigative (collectively, a "**Proceeding**"), to which the District is, was, or at any time becomes, a party related to any acts or omissions of Corporation or any Affiliated Organization related in any way to the Services.
- 10.2 **District Indemnification.** To the extent permitted by law, District agrees to indemnify, defend, and hold harmless Corporation and the Personnel from and against any and all claims, liability, judgments, fines, and expenses, including all reasonable attorneys' fees and amounts paid in settlement actually and reasonably incurred by Corporation or any Personnel in connection with any Proceeding to which Corporation or any Personnel is, was, or at any time becomes a party related to any acts or omission of District related in any way to the Services.
- 10.3 **Non-Waiver.** The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to

the District and the Corporation shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo. Rev. Stat. §537.600, *et seq.*

10.4 **Notice.** District shall give written notice to Corporation of the assertion of any claim or the commencement of any litigation within thirty (30) days notice of the claim or commencement of litigation and shall cooperate with the District in the defense of the claim or litigation. This article applies only to third-party claims and not disputes between the parties.

#### **Article 11. Notices**

Notices relating to this Agreement must be communicated by certified mail, return receipt requested, facsimile, or overnight courier to the following addresses or as may be later designated by written notice to the other party:

District:  
**Raytown Quality Schools**

6608 Raytown Road  
Raytown, Missouri 64133  
Attention: Dr. Allan Markley  
Telephone: 816-268-7000  
Fax: 816-268-7029

Corporation:  
**Kansas City University of Medicine  
and Biosciences on behalf of Score 1  
for Health**

1750 Independence Avenue  
Kansas City, Missouri 64106.1453  
Attention: Darrin D'Agostino, DO  
Telephone: 816.654-7202  
Fax: 816-654-7201

#### **Article 12. Waiver**

One or more waivers of any term, covenant, or condition by the District or Corporation shall not be construed as a waiver of a further breach of the same term, covenant, or condition and the consent or approval by either party to any act by the other requiring their consent or approval shall not be deemed to waive or render unnecessary such consent or approval to any subsequent similar act.

#### **Article 13. Successors and Assignments**

Except for the use of Personnel by an Affiliated Organization, Party may not assign any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### **Article 14. Severability**

If, for any reason, any term, covenant, or condition hereof shall be determined to be invalid or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall not be affected thereby.



**Article 15. Survival**

All covenants regarding confidentiality and indemnifications made herein shall survive termination or cancellation of the Agreement.

**Article 16. Governing Law**

This Agreement is governed by and construed in accordance with the laws of the state of Missouri without regard to any conflict of laws provision. The District and Corporation waive any objection to the venue of any action arising under this Agreement, which is brought in the state or federal courts located in the state of Missouri, and waive any claim that such action has been brought in an inconvenient forum.

**Article 17. Entire Agreement**

This Agreement, including all Exhibits, contains the entire agreement of the Parties, supersedes all prior agreements and understandings, whether oral or in writing, if any, relating to the subject matter hereof, and may be amended only by the written agreement of the Parties. This Agreement may be amended at any time by mutual written agreement of the Parties without additional consideration. No Party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other Party of any provision of this Agreement. Further, the waiver by a Party of a particular breach of this Agreement by the other Party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

**Article 18. No Third Party Beneficiaries**

Nothing in this Agreement, whether express or implied, will be construed to give any person or entity other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement.

*[The remainder of this page is intentionally blank.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatory whose signature appears below has been and is, on the day and year first written below, fully authorized by all necessary and appropriate actions to execute this Agreement.

**DISTRICT:**

**Raytown Quality Schools**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CORPORATION:**

**Kansas City University of Medicine and  
Biosciences on behalf of the Score 1 for Health  
program**

By:  4/27/18

**Darrin C. D'Agostino, DO, MPH/MBA  
Executive Dean, College of Osteopathic Medicine  
Vice President of Health Affairs  
Kansas City University of Medicine and  
Biosciences**