

CAREER CONNECTIONS: STUDENT PROGRAM AGREEMENT

This Student Program Agreement (“Agreement”) is made and entered into between Truman Medical Center, Incorporated d/b/a University Health (“UH”), and Raytown C-2 School District (“District”).

WHEREAS, District-Raytown District, a Missouri Public District (“District”) desires to arrange for students the opportunity to learn about healthcare service roles, skill requirements, and receive hands-on experience through two different opportunities: career exploration, tour and panel discussion (“Exploration”) and ongoing internships (“Internship(s)"); and

WHEREAS, UH is willing and able to offer that experience insofar as practicable.

NOW THEREFORE, in consideration of the mutual benefits to be derived by District and UH, the parties hereby agree as follows:

ARTICLE 1. RIGHTS AND RESPONSIBILITIES OF DISTRICT

1.1 Selection and Onboarding of Students and District Staff.

- 1.1.1 All Students. UH may request that students submit a form to apply or register for an Exploration or Internships. If this is applicable, UH will provide such form to District. District agrees to coordinate with students to provide the information requested by UH. All students assigned to UH will be required to sign a confidentiality agreement.
- 1.1.2 Internships. District shall assign only students to the Internships who have documented proof of immunization for, Tdap, Hepatitis B Vaccination Series, a negative TB symptom review, 2-Step TB Skin Test (if history of a positive TB Skin Test then a normal 2-view chest x-ray is required), and proof of immunity to measles, mumps, rubella, and varicella. Students are also required to have any other seasonal immunizations required of UH workforce members. UH must also receive a copy of such student’s COVID-19 vaccination (2 doses of Moderna or Pfizer or 1 dose of Johnson and Johnson) prior to student’s assignment to UH. Requests for religious or medical exemptions from COVID-19 vaccinations should be directed to University Health’s Occupational Health Department via email to OccupationalHealthCOVID@uhkc.org. To the extent requested by UH, students participating in Internships must also complete other onboarding requirements, which may include background checks and an orientation.
- 1.1.3 Exploration. For students participating in Exploration, UH must receive a copy of such student’s COVID-19 vaccination (2 doses of Moderna or Pfizer or 1 dose of Johnson and Johnson) prior to student’s assignment to UH. Requests for religious or medical exemptions from COVID-19 vaccinations should be directed to University Health’s Occupational Health Department via email to OccupationalHealthCOVID@uhkc.org.
- 1.1.4 Certain District Staff. District instructors, faculty, any other District staff that plan to come on site to a UH facility more than once a quarter must

register and complete the requirements applicable to all students and to students participating in Internships, or that are otherwise requested by UH.

- 1.3 Contact Person. District agrees to provide a contact person to work with UH on coordinating the Exploration or Internships and address any issues. Contact will notify UH in a timely manner of any unexpected absence, or of a student's desire to terminate the Internship, to UH at CareerConnections@uhkc.org.
- 1.4 Notification to UH. District shall provide to UH, at least thirty (30) days prior to assignment to UH, the proposed number of students and their faculty supervisor(s); length and dates of the non-clinical educational experience; and any other information called for by UH's Student Assignment Form. The proposed assignment shall be effective when UH has executed the form and returned it to District. Additional students may participate in this program only if and when UH receives the thirty (30)-day notice under the procedure set forth in this paragraph and UH signs and returns an additional Student Assignment Form, unless the parties mutually agree to waive the thirty (30) day period by signed writing. UH reserves the right to limit the number of students assigned to UH at any time, as well as the hours and location of practice. If the student is under eighteen (18)-years-old, the written consent of a parent or legal guardian is required before the student may begin the non-clinical education at UH.
- 1.5 Proof to UH. UH is occasionally subject to surveys, documentation requests, and data submission requirements from federal, State and other agencies. District agrees to make its best effort to assist UH in responding to these agency requests/requirements by providing proof of students' immunizations, screenings and other applicable documentation upon request by UH within a practicable response time or response time set by requesting agency.
- 1.6 Selection of Learning Experiences. District shall plan and determine the educational experience of students in theoretical training, basic skills, professional ethics, attitude and behavior. District shall, in consultation with UH staff, select learning experiences to which students will be assigned at UH. Students may work, perform assignments and attend staff meetings and in-service education programs at the discretion of UH.
- 1.7 Transportation to and from UH. District is responsible for all transportation for Exploration. Students participating in Internships are responsible for transportation to and from UH.
- 1.8 Supervision of Students. District, through its faculty, shall supervise and evaluate students in the performance of their duties, subject to UH's authority and responsibility for patient care and the operation of its facilities. Students shall be subject to all policies, procedures and practices of UH. Students who participate in Exploration will be supervised by a staff member from District at all times. Students who participate in Internships will be supervised during the Internships by UH staff.

- 1.9 Policies and Procedures, Confidentiality. District will direct students that, while participants in Exploration or Internships, students will be subject to all policies, procedures and practices of UH, including regarding the confidentiality and privacy of patient/client records and patient/client protected health information learned during the program. District shall instruct all students regarding the confidentiality of patient records and data, and shall require students to sign the confidentiality agreement requested by UH. Posting pictures and/or details of the experience at UH on social media sites is prohibited. District will also advise all students that the confidentiality and privacy requirements survive the termination or expiration of participation in the program and termination of this Agreement.
- 1.10 Insurance. UH shall maintain during the term of this Agreement both professional and general commercial liability insurance coverage (combined single limit). The minimum limits of such coverage shall be \$1,000,000 per occurrence and \$3,000,000 per year in the aggregate, which may be maintained in whole or in part through a program of self-insurance. Certificates evidencing such insurance policies shall be delivered to District upon request. UH shall provide thirty (30) days' prior written notice of any change or cancellation of said insurance policies. Failure to provide said certificate upon request or failure to maintain said insurance policies during the Agreement's term shall constitute a material breach of this Agreement. District preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in Mo. Rev. Stat. § 537.600 et seq. Any insurance purchased by UH hereto is not intended to act as a waiver, nor is it a waiver of any defense available to District and its board members, directors employees, contractors, and agents by statute or at common law. District shall maintain during the term of this Agreement insurance coverage as required by the laws of the State of Missouri and in accordance with the District's Board of Education Policies. Upon request, before each Fall Term, District shall furnish UH with a certificate of insurance evidencing the coverage. District shall provide UH notice, at least thirty (30) days in advance, of any termination of coverage.
- 1.11 Indemnification. UH agrees to indemnify, defend, and hold harmless District, its board members, directors, employees, contractors, and agents from and against any and all claims, liability, judgment, fines, and expenses, including all reasonable attorney/s fees and amounts paid in settlement actually and reasonably incurred by District in connection with any action, suit or proceeding whether civil, criminal, administrative, or investigative, to which District is, was, or at any time becomes, a party, but only to the extent any acts or omissions of UH and/or its directors, officers, employees, and agents resulted in such claims, liability, judgment, fines, and expenses. To the extent permitted by law, District shall indemnify and save harmless UH and its directors, employees, physicians and representatives from and against all claims, demands, loss, liability, damage or expense (including attorneys' fees) to the extent any acts, omissions or circumstances of District's students, employees or representatives result in such claims, demands, loss, liability, damage

or expense. This section shall survive the expiration or earlier termination of this Agreement.

- 1.12 Annual Education Review. District agrees to annually review and discuss education of the students with UH.
- 1.13 Annual Agreement Review. District agrees to annually review and discuss the Agreement with UH.

ARTICLE II. RIGHTS AND RESPONSIBILITIES OF UH

- 2.1 Care of Patients. UH shall retain full and exclusive authority and control over the care of patients, and shall exercise administrative and professional supervision of students and faculty insofar as their presence affects the operation of UH or the direct or indirect care of patients.
- 2.2 Orientation. UH will provide orientation to students participating in Internships concerning the Internships and applicable policies, procedures, and practices.
- 2.3 Use of Facilities. UH shall permit students, faculty members and representatives of District to use facilities, when available, such as library, lounges, conference rooms, audiovisual and other teaching equipment, consistent with the regulations and policies set by UH. Emergency medical treatment may be obtained at UH, provided that the students, faculty members or representatives of District shall be responsible for the payment of charges incurred.
- 2.4 Right to Investigate/Access to Records. UH shall have the unconditional right to investigate any student's or faculty's conduct occurring while on UH premises or as part of UH's operations. As part of that investigation, UH shall have the right to access any student or District records required to complete the investigation. Any student or faculty member not providing consent for UH to access any records in District's possession necessary for UH to conduct its investigation shall be subject to immediate and permanent removal from UH's premises.
- 2.5 Suspension of Students. If UH, in its sole discretion, deems a student's performance to be unsatisfactory or detrimental to patient care or UH operations, it may temporarily suspend the student, effective immediately, by notice to the student and District faculty. Under no circumstance shall a student be allowed to return to work at UH without the consent of UH.
- 2.6 Equipment and Supplies. UH shall furnish all equipment and supplies necessary for students to participate in the selected learning experiences and assignments.
- 2.7 Annual Education Review. UH agrees to annually review and discuss education of the students with District.

- 2.8 Annual Agreement Review. UH agrees to annually review and discuss the Non-Clinical Education Agreement with District.

ARTICLE III. COMPENSATION

Neither party shall receive compensation from the other for obligations undertaken pursuant to this Agreement, nor shall students.

ARTICLE IV. TERM AND TERMINATION OF AGREEMENT

The initial term of this Agreement shall be for one year commencing on October 16, 2023. The Agreement may thereafter be renewed for successive one-year terms by written agreement of both parties, which must be signed and delivered to the other party at least thirty (30) days prior to the expiration of the current term. This Agreement may be terminated by either party, without liability or cause, at the end of any District term or semester, by giving the other party prior written notice no later than thirty (30) days in advance. This Agreement may be terminated by either party for cause, effective immediately upon written notice to the other party. Should a student's educational experience be in progress at the time either party presents a request for termination of the Affiliation Agreement, the student shall be permitted to complete the requirements of the educational experience in progress prior to termination of the Agreement, unless otherwise requested by UH.

ARTICLE V. GENERAL PROVISIONS

- 5.1 Relationship of Parties. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall create a partnership, joint venture or principal-agent relationship between the parties.
- 5.2 No Third-Party Beneficiaries. This Agreement shall not confer a benefit or right upon any person or entity other than UH and District.
- 5.3 Non-Discrimination. Neither party shall discriminate against any student because of race, color, religion, sex, national origin, disability or status as a veteran of the Vietnam War.
- 5.4 Restriction on Assignment. Neither party hereto may assign its interest in or delegate the performance of its obligations under this Agreement to any other person, firm or entity without first obtaining the prior written consent of the other party, except that UH may assign its interest or delegate the performance of its obligations to a subsidiary or affiliate of UH.
- 5.5 Notices. All notices pertaining to this Agreement must be in writing and delivered by U.S. mail, postage prepaid, to the respective person and address below:

If to District: Raytown C-2 School District_
Address: 6608 Raytown Rd Raytown, MO 64133-5265

Attention: Dr. Penelope Martin-Knox, Superintendent

Copy to: Ms. Jessica Bassett, Assistant Superintendent of Secondary Education (Jessica.bassett@raytownschools.org)

If to UH: Truman Medical Center, Incorporated d/b/a University Health
2301 Holmes
Kansas City, MO 64108
Attention: Organizational Development Specialist, HR

Copy to: Truman Medical Center, Incorporated d/b/a University Health
2301 Holmes
Kansas City, MO 64108
Attention: Office of the General Counsel

- 5.6 Amendments. This Agreement may otherwise be amended only in a writing signed by both parties.
- 5.7 Entire Agreement. This is the entire agreement and it supersedes all prior written or oral agreements and communications.
- 5.8 Counterpart Agreements. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
- 5.9 Severability. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining provisions and parts of this Agreement will remain binding and enforceable; the Parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Agreement is invalid, illegal, or unenforceable.
- 5.10 Merger. This Agreement represents the entire Agreement between UH and District and supersedes any prior oral understandings, written agreements, proposals, or other communications between UH and District.
- 5.11 Authorized Representative. This document represents the business intent of the parties and should be executed by the individuals who would ultimately be signatory to a final agreement. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

- 5.12 Waiver. Failure by any party, or all parties, to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time irrespective of whether the circumstances are the same. No waiver of any of the terms or provisions of this Agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in writing expressing such alteration or modification and executed by the parties.
- 5.13 Applicable Law & Forum. The Agreement shall be construed in accordance with the laws of the State of Missouri. All disputes arising out of this Agreement shall be brought in the federal or state courts located in Jackson County, Missouri.
- 5.14 HIPAA Requirements. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (“Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (“Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements”. The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.
- 5.15 Compliance with other Laws and Policies. UH will also comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”), 45 C.F.R. §§ 160 and 164 (“HIPAA Privacy Rule”) Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act, and will defend, indemnify, and hold harmless District for any damages suffered by the District by reason of UH’s failure to do so. While performing services under this Agreement, UH and its directors, officers, employees, and agents will comply with all applicable Board Policies and Regulations, including policies on prohibiting illegal discrimination and harassment, staff conduct, contact with students, privacy of student information, and transportation.
- 5.16 Sovereign Immunity. UH agrees and stipulates that District is a political subdivision of the State of Missouri, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Missouri. By entering into this Agreement, District does not waive any of its immunities from suit and/or liability.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed by their properly authorized representatives as of the date first above written.

TRUMAN MEDICAL CENTER, INCORPORATED D/B/A
UNIVERSITY HEALTH

DocuSigned by:
By: Charlie Shields/MGL ELLO
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Title: President & CEO

Date: 10/16/2023

RAYTOWN C-2 SCHOOL DISTRICT

DocuSigned by:
By: Jessica Bassett
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Title: RQS Assistant Superintendent of Secondary Schools

Date: 11/14/2023