**MASTER AFFILIATION AGREEMENT**

**Between**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MEDICAL CENTER**

**And**

**A MAJOR PARTICIPATING INSTITUTION**

This Master Affiliation Agreement (the “Agreement”), dated as of the 1st day of February, 2015, by and between \_\_\_\_\_\_\_\_\_\_\_\_ Medical Center (“Sponsoring Institution”), located at (address) and \_\_\_\_\_\_\_\_\_\_\_\_ Hospital, Inc. (the “Participating Institution”) located at (address) sets forth the terms and conditions of the affiliation between the parties with respect to the participation in graduate medical education conducted by the parties.

**WHEREAS**, the Sponsoring Institution has established and conducts a residency training programs approved by the Council on Podiatric Medical Education (“CPME”) (the “Program” or “Programs”); and

**WHEREAS**, the Sponsoring Institution has determined that the training of Program residents would be enhanced and improved by their receiving a portion of their training (hereinafter “rotations”) at Participating Institution; and

**WHEREAS**, Participating Institution has agreed to support the educational goals and objectives of the Program as defined by the Sponsoring Institution and is willing to make its facilities, resources, and teaching staff (hereinafter “Participating Institution Program Faculty”) available to Program residents pursuant to the terms of this Agreement; and

**WHEREAS**, a separate Program Letter of Agreement in a form substantially similar to the one attached hereto as **Exhibit A** shall be executed for each Program rotation where the Participating Institution participates in the Program’s training; and

**WHEREAS**, this Agreement shall cover all designated Program rotations at the Participating Institution for all Programs offered by the Sponsoring Institution and as further defined on a Program-specific basis in the Program Letters of Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, it is agreed as follows:

1. **SPONSORING INSTITUTION’S OBLIGATIONS**
   1. Administration of Residency Program. The Sponsoring Institution, through the respective Program Director (set forth on each Program Letter of Agreement, hereinafter referred to as the “Program Director”) shall assume responsibility for the overall administration of the Program including the establishment of Program curricula, supervision of residents, appointment of the Local Program Director at the Participating Institution as further described in Section 2.1 below, assignment of residents to rotations at the Participating Institution, and assurance that upon completion of a rotation to Participating Institution, residents shall complete evaluations of the rotation. The Participating Institution Program Faculty that will participate in the training of Program residents will be determined by the Program Director. The Program Director shall have the ultimate authority to determine the timing and length of all rotations at the Participating Institution.
   2. Program Director. The Program Director shall be a member of the Sponsoring Institution’s Department in which the Program is based and designated by the Chair of this Department to serve in this capacity. The Program Director shall fulfill all of the responsibilities for program directors identified by the CPME in its *Standards and Requirements for Approval of Podiatric Medicine and Surgery Residencies* (the “CPME Standards”) as such may be updated from time to time.
   3. Resident Notification. Prior to the beginning of each rotation, the Sponsoring Institution shall submit to the Participating Institution a list of Program residents to participate in rotations at the Participating Institution.
   4. Assignment of Residents. Resident assignments to clinical rotations at the Participating Institution shall be made by the Sponsoring Institution in light of the overall Program schedule involving all affiliated participating institutions. Residents shall be assigned such duties as the Program Director and Program Faculty deem to be in the capacity and training level of the resident. The parties agree to adopt the recommendations of CPME relating to the responsibilities of resident physicians.
   5. Participating Institution Policies, Rules, and Regulations. The Sponsoring Institution shall retain ultimate responsibility for the Program and the residents during their rotation at the Participating Institution and the Sponsoring Institution’s policies shall govern Program resident education. Notwithstanding the foregoing, Program residents shall also be required to comply with Participating Institution’s policies, rules, and regulations while rotating at Participating Institution. Prior to each resident’s rotation to the Participating Institution, Participating Institution shall distribute to each resident a copy of Participating Institution’s policies, rules and regulations and other pertinent documents applicable to resident staff.
   6. Resident Salaries and Benefits. The Sponsoring Institution shall at all times be responsible for employment benefits and salary of Program residents. Program-specific financial responsibilities between the Sponsoring Institution and the Participating Institution, if any, shall be set forth in the Program Letter of Agreement(s).
   7. Resident Insurance. The Sponsoring Institution shall ensure that each resident is covered by a professional liability insurance policy in an amount not less than $1,000,000 per claim and $3,000,000 in the aggregate per year. Unless specified otherwise in the individual Program Letter of Agreement, such coverage shall be provided by the Sponsoring Institution’s insurance carrier. Sponsoring Institution shall provide a certificate of insurance upon the request of Participating Institution.
   8. Resident Requirements. Sponsoring Institution represents and warrants that it performs a criminal background investigation on each individual accepted into its residency program and reviews the results of such background check prior the start of the student’s rotation at Participating Institution. The criminal background check shall cover all states of legal residence within the past five (5) years as reported by the resident. Upon receipt of any background check information that reveals a conviction, Sponsoring Institution will go through the suitability analysis set forth in \_\_\_\_\_\_\_ Health Care System LLC’s CORI policy to determine appropriateness of placement and assign only those residents whom the Sponsoring Institution deems appropriate for the rotation based on the criteria set forth in such Policy. A copy of the applicable CORI Policy is attached hereto as **Exhibit B** and incorporated herein by reference. In addition, Sponsoring Institution represents and warrants that each resident assigned to the Participating Institution is currently licensed to engage in the practice of medicine or podiatry under the laws of the (Name of State) and that said license and registration have not been suspended, revoked or restricted in any manner for any reason. Sponsoring Institution shall provide Participating Institution with assurance that the results of the resident’s criminal background check are suitable as well as evidence of (Name of State) licensure upon request.
2. **PARTICIPATING INSTITUTION’S OBLIGATIONS**
   1. Participating Institution Program Faculty Appointment. The Local Program Director appointed by the Program Director is identified in the Program Letter of Agreement. The Local Program Director will have responsibility for the coordination and administration of resident rotations including ensuring achievement of educational goals and the provision of appropriate supervision while at the Participating Institution. The Participating Institution Program Faculty identified on the Program Letter of Agreement will have responsibility for resident training during the rotations at the Participating Institution. Participating Institution represents and warrants to Sponsoring Institution that each Program Faculty member assigned to the Program is currently licensed to engage in the practice of medicine or podiatry under the laws of the (Name of State) and that said license and registration have not been suspended, revoked or restricted in any manner for any reason. Such supervision by the Program Faculty is considered an essential component in the resident’s educational experience.
   2. Participating Institution Program Faculty Changes. Participating Institution shall provide written notice at least thirty (30) days prior to any proposed change in Participating Institution Program Faculty assigned to supervise the rotations. Any such change in Participating Institution Program Faculty shall become effective upon the approval of the Program Director and amendment of the Program Letter of Agreement.
   3. Rotation Goals and Objectives. Participating Institution agrees that each rotation identified in the Program Letter of Agreement shall be conducted in accordance with the goals and objectives set forth therein, and which are incorporated herein by reference. The content of the educational experience has been developed according to CPME standards.
   4. Cooperation with Accreditation. Participating Institution agrees to provide such information, documentation and assistance as the Sponsoring Institution may require in order to comply with applicable CPME accreditation requirements.
   5. Facilities. The Participating Institution shall provide each Program resident with such equipment, resources and facilities (including without limitation cafeteria and library access, and suitable sleeping quarters for residents with night and weekend on-call responsibilities) as are provided to its own residents (if any) and as are required by CPME standards. Participating Institution shall also provide necessary professional, technical, and clerical personnel needed to support the Program rotation(s), including but not limited to, intravenous, phlebotomy and laboratory services; messenger and transporter services; appropriate and effective laboratory, pathology, and radiologic information systems; a medical records system that documents the course of each patient’s illness and care and includes access at all times; and appropriate security and personal safety measures for all locations at the Participating Institution including parking facilities, on-call quarters, hospital and institutional grounds and any other related clinical facilities.
   6. Supervision of Residents. Residents providing patient care in the Participating Institution will at all times be supervised by one (1) or more designated members of the Program Faculty. On-call schedules for teaching staff will be structured to ensure that supervision is readily available to residents on duty. The Participating Institution shall, for patient care and related purposes, provide immediate supervision of the residents. Residents shall report to the Participating Institution’s chief or designee of the service to which the Program relates.
   7. Resident Evaluation. In a timely manner, and in accordance with specific CPME standards, after completion of each resident’s rotation to the Participating Institution, or as otherwise required by CPME standards, the Participating Institution shall provide Program evaluations of each resident’s performance during the rotation, including completion of such forms as the Sponsoring Institution might provide or approve for such purpose. Specific methods of resident evaluation for the Program, if any, are set forth in detail on the Program Letter of Agreement(s).
   8. Resident Removal. The Participating Institution shall provide the Sponsoring Institution with written notice of the proposed removal of any Program resident and shall confer with the Program Director and attempt in good faith to resolve the problem(s). The Participating Institution may, however, remove a resident when, in its opinion, the resident poses an imminent threat to patient safety or welfare. In the event that the Participating Institution determines that an imminent threat to patient safety or welfare exists, removal of a resident need not be preceded by written notice. In such event, Participating Institution shall contact the Program Director by telephone immediately.
   9. Resident Disciplinary Proceedings and Grievances. In the event the Participating Institution determines that disciplinary action with regard to a Program resident is warranted, the Participating Institution shall notify the Program Director in writing of the grounds for such action. The Program Director shall determine if disciplinary action is appropriate pursuant to the Sponsoring Institution’s policies and procedures, and shall conduct any disciplinary proceedings in accordance therewith. Such disciplinary action is subject to the procedures set forth in Sponsoring Institution’s Graduate Medical Education Policy on Disciplinary Action and Grievance Procedure for Residents, attached hereto as **Exhibit C**.
   10. License and Accreditation. The Participating Institution shall at all times maintain its license as an acute care hospital and its accreditation by The Joint Commission and/or any other applicable accrediting agency.
   11. Program Coordination. Periodically, but not less than once a year, the Participating Institution Program Faculty shall discuss, review and evaluate the Program with the Sponsoring Institution’s Program Director and faculty to ensure that Program goals and objectives are appropriate and being met.
   12. Insurance. The Participating Institution shall obtain and maintain in full force and effect, at its sole cost and expense, throughout the term hereof (i) commercial general liability insurance (including, but not limited to, contractual liability) with limits not less than $1,000,000 per occurrence and $3,000,000 in the aggregate for personal and bodily injury and broad form property damage, and (ii) professional liability insurance with limits of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate and obtains so-called “tail insurance” in the above amounts if the insurance being provided is on a claims-made versus occurrence basis. Participating Institution shall provide a certificate of insurance upon the request of Sponsoring Institution.
   13. Emergency Medical Treatment. Participating Institution shall provide emergency medical treatment, if necessary, to any Program resident who becomes ill or is injured while participating in a rotation at Participating Institution. Participating Institution may demand payment for such treatment from the Program resident or any applicable health insurance plan.
3. **INDEMNIFICATION**

The Participating Institution agrees to indemnify and hold harmless Sponsoring Institution, its affiliates, directors, officers, employees, and agents from and against all claims, damages, liabilities, losses, and expenses, including but not limited to reasonable attorney’s fees, court costs and other costs actually incurred, arising out of Participating Institution’s activities hereunder that are caused in whole or in part by Participating Institution’s negligent act or omission, or that of anyone either employed by Participating Institution or for whose acts Participating Institution may be liable.

1. **COMPLIANCE WITH LAWS**
   1. Discrimination Prohibited. Each party agrees that it will comply with all applicable federal, state, and local laws and all applicable rules of relevant accrediting bodies, prohibiting discrimination based upon race, national origin, gender, age, or other prohibited basis.
   2. Other Applicable Law. Each party agrees that it remains responsible for ensuring that activities conducted at its facilities comply with applicable federal, state and local statutes, rules and regulations. Neither party assumes any liability for the other party’s failure to comply with federal, state and local laws.
   3. Compliance. The parties agree to comply with the policies, rules, regulations and standards of the CPME, as applicable to the Program rotation.
   4. Omnibus Reconciliation Act of 1980. Pursuant to Section 952 of the Omnibus Reconciliation Act of 1980, Public Law No. 96-499, the parties agree as follows: until the expiration of four (4) years after the furnishing of the services provided under this Agreement, the parties will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a party carries out the duties of this Agreement through a subcontract worth $10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization’s books and records.
   5. Medicare Reporting. If applicable, Sponsoring Institution and Participating Institution shall exchange data and documentation required by the federal Medicare program for timely and complete reporting of the annual count of full time equivalent (“FTE”) resident positions under the Intern and House Officer Information System (“IRIS”). Sponsoring Institution shall respond to reasonable Participating Institution requests for information regarding the Medicare Direct Medical Education (“DME”) and Indirect Medical Education (“IME”) adjustment methodologies. The Participating Institution shall provide Sponsoring Institution its annual DME and IME counts and other reasonable information.
   6. Exclusion/Debarment. Participating Institution represents and warrants that neither it nor any of its employees or representatives involved in the Program has ever been: (1) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; (2) excluded or debarred from participation in any federal health care program, including Medicare and Medicaid; or (3) otherwise sanctioned by the federal government, including being listed on the General Services Administration’s Excluded Party Listing System.
2. **INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall be interpreted or construed to make Participating Institution, its employees, residents or Participating Program Faculty, the employees, joint venturers, partners, or agents of the Sponsoring Institution. It is expressly understood that the parties hereto are independent contractors. Residents are and shall be deemed to be employees of the Sponsoring Institution and Sponsoring Institution shall be solely responsible for the payment of all resident salaries and benefits. In addition, Sponsoring Institution shall retain responsibility for withholding and payment of any and all taxes, including FICA and FUTA taxes, unemployment, state and federal income taxes, or any such withholding payments required under state and/or federal law, as well as vacation pay and employee benefits of any kind whatsoever for the residents. Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided for herein.

1. **CONFIDENTIALITY**

At no time during the term of this Agreement, or after the date that this Agreement shall terminate, shall either party, or its agents or employees, disclose to any third party confidential or proprietary information, which is not otherwise public information, including information regarding its business affairs, patients, operations, trade secrets, new product developments, special or unique processes or methods, marketing, sales, advertising, or other concepts or plans of the other party or its affiliates or subsidiaries acquired by a party in the course of fulfilling its obligations hereunder. Without limiting the foregoing, each party shall, and shall require its residents to, comply with all applicable laws and regulations governing confidentiality and privacy of patient information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (the “HIPAA Privacy Rules”).

1. **TERMINATION**
   1. Term of Agreement. Subject to Section 7.4 and unless terminated earlier as provided herein, this Agreement shall be effective as of the 1st day of February, 2015 until January 31, 2020. Upon the expiration date of the initial five-year term or any renewal term, the parties shall review the Agreement and, if agreeable, reaffirm their commitment to the affiliation through renewal of the Agreement for additional five (5) year periods thereafter. After the first year of the term, either party may terminate this Agreement on at least six (6) months prior written notice to the other party.
   2. Termination by Mutual Consent. This Agreement may be terminated effective any time with mutual consent of the parties.
   3. Termination for Cause. This Agreement shall be terminable by either party, upon the other party’s failure to cure a material breach of the Agreement within thirty (30) days of receiving written notice thereof. For purposes of this clause, material breach shall be defined to include, without limitation, assignment of this Agreement in violation of Section 8.1 below; if, at the Sponsoring Institution’s sole discretion, the quality of the residents’ education and/or the health or safety of the residents is jeopardized; or loss of ACGME, CPME, Joint Commission, or other required accreditation, license or operating certificate.
   4. Completion of Rotations. At the option of the Sponsoring Institution and to the extent permitted by law or applicable CPME, or other accrediting body rules, upon termination for any reason, all residents then rotating through the Participating Institution shall be permitted, if requested by the Program Director, to complete their current rotation.
2. **MISCELLANEOUS**
   1. Assignment. This Agreement and the rights and duties hereunder may not be assigned without the advance written consent of the other party; provided, however, that Sponsoring Institution may assign this Agreement (and the rights and duties hereunder) to another entity that either controls the Sponsoring Institution or is under common control with the Sponsoring Institution, or buys all or substantially all of the assets of the Sponsoring Institution, without obtaining the prior written consent of the Participating Institution.
   2. Entire Agreement. This Agreement and its Exhibits along with the Program Letter of Agreement(s) and Attachments which are all attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties with regard to the subject matter herein and may not be modified or amended except by a writing signed by parties or as provided herein.
   3. Choice of Forum and Law. This Agreement shall be governed and construed according to the laws of the (Name of State). The (Name of State) shall be the exclusive venue for any action or proceeding relating to the performance or breach of this Agreement.
   4. Notices. All notice to parties to this Agreement must be in writing and must be delivered personally or by certified mailed, addressed as follows:

**If to Sponsoring Institution**:

\_\_\_\_\_\_\_\_\_\_\_\_\_ Medical Center

Attn: Director of Graduate Medical Education

Address  
   
 *with a copy to*:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Health Care System LLC

Attn: Office of the General Counsel

Address

**If to the Participating Institution**:

\_\_\_\_\_\_\_\_\_\_\_\_\_ Hospital, Inc.

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, M.D.,

Address

* 1. Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are caused by conditions beyond its control including, but not limited to, Acts of God, acts or threats of terrorism, or any other causes beyond the parties’ reasonable control.

***Signatures to Follow***

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year set forth above.

**SPONSORING INSTITUTION PARTICIPATING INSTITUTION**

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, MD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President President

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

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, MD, FACS, FACG \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, MD

Designated Institutional Official Chief of Orthopedics

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

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, DPM, FACFAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, DPM

Program Director Local Site Coordinator

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