

AFFILIATION AGREEMENT
BETWEEN

AND

FOR SUPPORT OF CARDIOLOGY PROGRAMS

THIS AFFILIATION AGREEMENT ("Agreement"), effective as of the first day of July 1999 ("Effective Date"), by and between the [REDACTED] "UNIVERSITY" herein), FOR AND ON BEHALF OF THE BOARD OF REGENTS OF THE STATE OF [REDACTED], FOR THE BENEFIT OF THE DIVISION OF CARDIOLOGY, DEPARTMENT OF MEDICINE, COLLEGE OF MEDICINE, [REDACTED] and [REDACTED],

WITNESSETH:

WHEREAS, [REDACTED] operates a patient care facility at [REDACTED], where cardiology services to patients are coordinated; and

WHEREAS, UNIVERSITY, in its educational programs for the development of medical professionals, has responsibility for the training of resident physicians and fellows who are agents or employees of the State of [REDACTED] and who require clinical education in various medical disciplines to complete their professional development; and

WHEREAS, the educational programs of UNIVERSITY will be enhanced because of opportunities for resident physicians, fellows, and faculty to participate in health care responsibilities through the cooperative efforts of [REDACTED] and UNIVERSITY; and

WHEREAS, UNIVERSITY, pursuant to Section 6C-9.017, [REDACTED] Administrative Code, and in furtherance of its education, training, and service responsibilities, authorizes its professional faculty and staff, as an integral part of their academic activities and their employment as faculty and staff, to provide health, medical, and dental care and treatment to patients, including patients at independent hospitals, other institutions, and various other clinical sites; the College of Medicine is authorized, pursuant to said Section 6C-9.017, to develop and maintain a faculty practice plan for the orderly collection and distribution of fees and income generated from such faculty practice activities; and the College of Medicine has established and maintains such a faculty practice plan, known as the "College of Medicine Faculty Practice Plan";

NOW, THEREFORE, for and in consideration of these premises, the terms and conditions hereinafter set forth, and the mutual benefits to be received, [REDACTED] and UNIVERSITY agree as follows:

I. RESPONSIBILITIES OF THE PARTIES

1.01 Appointment of Faculty Members. [REDACTED] acknowledges that, subject to applicable policies of its College of Medicine, UNIVERSITY shall appoint the physicians ("Physicians") identified in Attachment A, who are appropriately qualified, licensed, and experienced, as .05 full-time equivalent (FTE) adjunct faculty members of UNIVERSITY's Division of Cardiology, Department of Medicine. The faculty appointment for each Physician shall be as an Adjunct Clinical Assistant Professor. The terms and conditions of each such faculty appointment shall be detailed in an appointment letter issued by the Chairman of UNIVERSITY's Department of Medicine to the individual physician. UNIVERSITY and [REDACTED] acknowledge that the Physicians whose names are displayed on Attachment A may change as agreed upon from time to time in writing by the parties. No amendment to this Agreement shall be required for such changes.

1.02 Educational Programs. [REDACTED] shall provide an opportunity, in collaboration with the Chief of UNIVERSITY's Division of Cardiology, to develop clinical experiences for UNIVERSITY's

cardiovascular fellows rotating at [REDACTED] facilities. Such elective clinical experiences shall consist of fellows in UNIVERSITY's cardiology fellowship program rotating for appropriate blocks of time to [REDACTED] facilities under the direction of UNIVERSITY. UNIVERSITY shall be responsible for designing the educational program, assigning fellow(s) to appropriate physician members of [REDACTED], and insuring that educational objectives are met. It is the intent of the parties to have one or more cardiology fellow(s) at [REDACTED] facilities for the equivalent of 1.0 full-time equivalent (FTE). In addition, [REDACTED] shall provide adequate housing for assigned fellows at no expense to fellows or UNIVERSITY.

[REDACTED] desires and intends to support the educational mission and programs of UNIVERSITY's Division of Cardiology. [REDACTED] agrees to make an unrestricted educational grant to UNIVERSITY's Division of Cardiology.

- 1.03 Specialty Rotations. [REDACTED] and UNIVERSITY's Division of Cardiology agree to consult for the purpose of considering the establishment of specialty rotations such as heart failure and electrophysiology from UNIVERSITY's College of Medicine to [REDACTED] facilities.
- 1.04 Research Protocols. UNIVERSITY may from time to time make UNIVERSITY Division of Cardiology research protocols available to [REDACTED] for the resulting reciprocal benefits, to [REDACTED] of expanding its range of services and to UNIVERSITY's Division of Cardiology of expanding its patient base available for the conduct of cardiovascular research programs.
- 1.05 Outreach Program and Identification of Needed Subspecialty Cardiology Services. [REDACTED] and UNIVERSITY's Division of Cardiology shall collaborate in the establishment of an outreach cardiology program, which shall include the provision of community liaison activities to facilitate clinical education through the involvement of community cardiology practitioners, and consultation with corporations in the [REDACTED] area which are affiliated with [REDACTED] and/or UNIVERSITY to facilitate a liaison activity plan. [REDACTED] and UNIVERSITY shall also collaborate in attempting to identify cardiology subspecialty services which are currently unavailable in the [REDACTED] area and which UNIVERSITY may have the capacity and willingness to deliver.
- 1.06 Liaisons. UNIVERSITY's Chief of the Division of Cardiology shall identify a faculty liaison to work with [REDACTED] in the accomplishment of the activities stipulated in this Section I. Likewise, [REDACTED] shall identify an organizational liaison to work with UNIVERSITY's Division of Cardiology in the accomplishment of said activities.
- 1.07 Participation in Network. The parties agree that, for the term of this Agreement, [REDACTED] shall seek to maintain participation as a member in the [REDACTED] Managed Care Network according to the terms of a separate duly executed provider agreement between [REDACTED] and [REDACTED].

II. INDEPENDENT CONTRACTOR RELATIONSHIP

- 2.01 Independent Contractors. Both parties expressly intend that with regard to the provisions of this Agreement, said parties are independent contractors and no party hereto shall receive any other benefits besides those expressly provided for herein. Further, it is the express intent of the parties hereto that no agent, servant, contractor, or employee assigned by UNIVERSITY to fulfill its obligations described herein shall be under the control of or otherwise deemed an agent, servant, contractor, or employee of [REDACTED] while performing his or her UNIVERSITY responsibilities. Regardless of anything else contained in or implied from this Agreement, any employee of UNIVERSITY, while performing any services herein described, shall remain an employee of UNIVERSITY subject at all times to UNIVERSITY's policies and procedures, and in no way shall such employee be deemed an employee of [REDACTED].

