

ATTACHMENT B

MASTER AFFILIATION AGREEMENT EMORY RESIDENTS/FELLOWS RECEIVING CLINICAL EXPERIENCE AT NON-EMORY AFFILIATED HOSPITAL

THIS Master Affiliation Agreement shall be effective as of this 1st day of _____, 20-____, between Emory University through its School of Medicine (“EUSOM”), and the [insert the name of the institution and specific program] (“Institution”) with its principal place of business located at [insert address of institution]

WHEREAS, the EUSM conducts educational activities through its various medical residency programs which are approved by the Accreditation Council for Graduate Medical Education (“ACGME”); and

WHEREAS, the EUSM desires to have certain of its residents/fellows (“Residents/Fellows”) who are enrolled in a GME program in [insert name of program] at the EUSM receive certain clinical experiences at the Institution; and

WHEREAS, the Institution is willing to allow these Residents/Fellows from the EUSM to use its facilities for the purposes and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. CLINICAL PROGRAM

1.1 Residents/Fellows shall receive clinical education and experience in the specialty [insert name of program] under the direction and supervision of [insert name of program director], and other qualified medical staff.

1.2 The goals and objectives and rotation period at the Institution shall be mutually agreed to in writing by the Institution and EUSM and included in the Program Letter of Agreement (Attachment A.1).

1.3 At least thirty (30) days prior to the commencement of each rotation period, EUSM shall submit in writing to Institution the names, addresses, phone numbers, Social Security numbers, license numbers and rotation schedules of Residents/Fellows to be assigned to Institution for the coming rotation period and shall notify Institution in writing within a reasonable time prior to any change in the rotation scheduled.

1.4 Each party shall designate an authorized representative who will work together to develop a detailed program of clinical education and experience for the Residents/Fellows. The program that is developed by the authorized representatives must be placed in writing in the Program Letter of Agreement and shall address all relevant aspects of the rotation at the Institution as required by the Accreditation Council for Graduate Medical Education including,

without limitation: the educational goals for the rotation; the teaching staff responsible for instruction and supervision of the Residents/Fellows while at the Institution; the criteria and period for assignment of Residents/Fellows to rotation at the Institution; and a process and frequency for regular communication between the EUSM and the Institution to discuss and evaluate the rotation in general, as well as specific Residents/Fellows participating therein. The Institution's authorized representative is [insert name] and the EUSM's authorized representative is the Residency/Fellowship Program Director, Department of [insert name of department] , with oversight and ultimate approval by the Associate Dean for GME.

1.5 At the conclusion of each rotation, the Chairman of the Institution Department/Division or a qualified designee shall provide to EUSM's authorized representative in a confidential manner a written evaluation of each Resident's/Fellow's educational and professional performance. The form of such evaluation shall be agreed upon by the parties as shall the procedure for reviewing the evaluation with each Resident/Fellow and shall be specified in the Program Letter of Agreement.

2. QUALIFICATIONS AND REQUIREMENTS

2.1 EUSM shall be responsible for the Residents'/Fellows' compliance with the licensure requirements and the professional and educational standards of the Accreditation Council for Graduate Medical Education. No Resident/Fellow shall be allowed to participate in any clinical program at Institution unless he or she is appropriately licensed in accordance with Georgia and California law and shall comply with all applicable Institution licensure policies and procedures.

2.2 It is specifically understood and agreed that EUSM shall advise its Residents/Fellows to abide by all applicable Institution bylaws, policies, directives, rules and regulations as promulgated and made known by Institution from time to time. Institution shall provide information and/or orientation for Residents/Fellows with respect to applicable Institution bylaws, policies, directives, rules and regulations.

2.3 EUSM understands and agrees that all of its Residents/Fellows shall meet all reasonable health standards that are imposed by law or that are imposed by Institution and of which EUSM is aware.

2.4 Any Resident/Fellow who Institution reasonably determines does not meet the program criteria or the required health standards, who does not abide by an applicable bylaw, policy, directive, rule or regulation, or whose conduct, performance or health is detrimental to patients, to the effective operations of the Institution or to the achievement of the objectives of the program, may be rejected from the program at Institution at any time by the Institution with reasonable prior notification to the EUSM.

3. INDEMNIFICATION AND INSURANCE

3.1 EUSM and Institution agree to indemnify and hold harmless each other, its respective officers, directors, agents, employees and representatives from and against any and all costs, demands, liabilities, settlements or verdicts, including reasonable attorney's fees, arising

out of any claim, demand, action or suit for any damages, injuries or death to persons or property caused by any act or omission of EUSM or Institution or their respective officers, directors, agents or employees.

3.2 In the event that any claim, demand, action or suit occurs because of any action or inaction related to this Master Affiliation Agreement and both EUSM and Institution are involved, then EUSM and Institution agree to cooperate and reasonably assist each other in the investigation, evaluation, resolution and/or defense of same by their respective attorneys, employees, agents or representatives.

3.3 Notwithstanding Sections 3.1 and 3.2 above, EUSM need not indemnify or defend Institution in connection with any claim, suit, loss, damage, cost or defense for which Institution is responsible.

3.4 EUSM shall provide and maintain throughout the educational training program professional and general liability with limits of not less than \$1 million per occurrence and \$3 million in the annual aggregate to cover their activities at the Institution and its affiliated hospitals and facilities, for all of its participating Students and Faculty Members. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. Certificates of insurance showing the required coverage shall be provided to Institution by EUSM by request.

3.5 Institution shall provide and maintain throughout the term(s) of this agreement professional and general liability with limits of not less than \$1 million per occurrence and \$3 million in the annual aggregate to cover the Institution and its affiliated hospitals and facilities. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. Certificates of insurance showing the required coverage shall be provided to EUSM by Institution by request.

3.6 EUSM will provide Workers' Compensation Insurance coverage for its participating Residents/Fellows.

4. CONFIDENTIALITY OF INFORMATION

4.1 All material, information and/or knowledge received or gained through the participation of a Resident/Fellow in any clinical program at Institution, including but not limited to patients' identities and information contained in patient medical records, will be kept confidential and will be disseminated only in accordance with Institution policy.

5. RELATIONSHIP OF PARTIES

5.1 Residents/Fellows will not be considered employees of the Institution for any purpose, including, but not limited to, workers' compensation, insurance, bonding or any other benefits afforded to employees of the Institution. As trainees working under the direct control of the Institution's clinical instructors, Residents/Fellows will be part of Institution's "workforce" for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 132d("HIPAA"). Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

6. HIPAA COMPLIANCE

6.1 The parties will comply with the applicable provisions of HIPAA and any current and future regulations promulgated there under, including without limitation, the federal privacy regulation, the federal security standards, and the federal standards for electronic transactions (collectively, the "HIPAA Requirements"). The parties will not use or further disclose any Protected Health Information or Individually Identifiable Health Information (as such terms are defined in the HIPAA regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement.

6.2 EUSM will ensure that Residents/Fellows have been provided training with regard to the HIPAA Requirements. Additionally, the Institution may require each Resident/Fellow to sign a Confidentiality Agreement and an Acknowledgement that the Resident/Fellow has received Institution's Notice of Privacy Practices. Institution shall provide Residents/Fellows with specific training in Institution's HIPAA policies upon Residents/Fellows' arrival at Institution

7. TERM AND TERMINATION

This Master Affiliation Agreement shall be effective as of the date first written above and shall continue for an initial term of one year; provided, however, that either party may terminate this Master Affiliation Agreement without cause by providing at least six (6) months prior written notice to the other party of its intention to do so. Any Resident/Fellow already at Institution at the time of the termination of this Master Affiliation Agreement will be allowed to complete the rotation at Institution in accordance with the terms of this Master Affiliation Agreement.

8. GENERAL PROVISIONS

8.1 EUSM will continue at all times to pay the full cost of the actual salary and fringe benefits for the resident receiving clinical education at that Institution.

8.2 EUSM and Institution agree that for purposes of direct and indirect medical education reimbursement the full-time equivalent pro rated positions will be counted by Institution and not EUSM.

8.3 EUSM shall instruct each participating Resident/Fellow about all of the terms and conditions of this Master Affiliation Agreement that are relevant to the participating Residents/Fellows.

8.4 EUSM and Institution both agree that no person shall, on account of race, color, religion, creed, national origin, ancestry, sex, age, marital status, familial status, sexual orientation, disability, status as a disabled veteran or a veteran of the Vietnam era, be discriminated against or unlawfully excluded from participation in the program established by the Master Affiliation Agreement.

8.5 Neither party shall use in any publicity, advertising or news release the name of the other party without the prior written consent of the authorized representative of the other party.

8.6 This Master Affiliation Agreement and any authorized exhibit contain the entire understanding of EUSM and Institution regarding the subject matter hereof and may be revised or modified only by a written amendment executed on behalf of EUSM by the Associate Dean for GME and on behalf of the Institution by the Institution's designee.

8.7 This Master Affiliation Agreement shall not be assigned or transferred by either party without written approval of the other.

8.8 This Master Affiliation Agreement shall be governed by, construed and enforced in accordance with the laws of Georgia.

8.9 Nothing in this Master Affiliation Agreement, express or implied, is intended to confer any rights, remedies, claims, or interest upon a person not a party to this Master Affiliation Agreement.

8.10 Each party agrees that they shall refrain from disclosing the resident's educational records except with the resident's consent or as permitted under the Family Educational Rights and Privacy Act and all regulations thereunder. EUSM agrees to have the resident complete the appropriate consent forms for the exchange/disclosure of educational records and medical records reference in this Agreement.

8.11 Any notices required to be sent under this Master Affiliation Agreement shall be sent by certified mail return receipt requested to the following addresses:

TO EUSM: Maria M. Aaron, MD
Associate Dean for Graduate Medical Education
Emory University School of Medicine
100 Woodruff Circle, Suite 327
Atlanta, GA 30322

With copy to: [insert Emory program director]

TO INSTITUTION: [insert institutional official]

With copy to: [insert institution's program director]

IN WITNESS WHEREOF, each party hereto has caused this Master Affiliation Agreement to be executed:

For EUSOM:

By: _____
Maria M. Aaron, MD
Title: Associate Dean for Graduate Medical Education
Emory University School of Medicine

WITH ACCEPTANCE BY THE [insert name of Emory program] TRAINING PROGRAM

By: _____
Title: Director, [insert name of program] Program Director

For Institution:

By: _____
[insert title of institution official]