

**MASTER UNDERGRADUATE MEDICAL EDUCATION  
AFFILIATION AGREEMENT**

**PROMEDICA HEALTH SYSTEM, INC.  
and  
THE UNIVERSITY OF TOLEDO**

This **Undergraduate Medical Education Master Affiliation Agreement** ("Agreement"), effective July 1, 2016, is entered into by and between **The University of Toledo**, a state institution established under Chapter 3364 of the Revised Code ("UT"), and **ProMedica Health System, Inc.**, an Ohio nonprofit corporation ("**ProMedica**"). UT and ProMedica are each a "**Party**" and collectively are the "**Parties.**"

**WHEREAS**, UT sponsors an accredited medical education program involving training in basic/foundational and clinical science, and desires the use of medical facilities and supervised access to direct patient care and clinical faculty to provide clinical education to students enrolled in its College of Medicine & Life Sciences (the "**COM&LS**").

**WHEREAS**, the purpose of this Agreement is to guide and direct the Parties respecting their academic affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for medical students at UT;

**WHEREAS**, this Agreement is intended to meet UT's accreditation standards related to affiliation agreements with clinical affiliates, which require, at a minimum, that:

- ProMedica will provide medical student and faculty access to appropriate resources for medical student education;
- UT is ultimately responsible for the medical education program, academic affairs, and the assessment of medical students;
- UT is primarily responsible for the appointment and assignment of faculty members with responsibility for medical student teaching;
- Specification of the responsibility for treatment and follow-up when a medical student is exposed to an infectious or environmental hazard or other occupational injury; and
- The shared responsibility of UT and ProMedica for creating and maintaining an appropriate learning environment;

**WHEREAS**, the Parties desire to continue their long-term relationship in order to develop and implement clinical educational experiences at designated ProMedica hospitals and the practices and locations of affiliated ProMedica physicians (the "**Facility(ies)**") for Students (hereinafter defined) enrolled in UT and to set forth in writing their agreement regarding those clinical education programs;

WHEREAS, ProMedica and UT previously entered into an Undergraduate Medical Education Master Affiliation Agreement effective July 1, 2010, and the Parties wish to amend, replace, and supersede that agreement with this Agreement; and

WHEREAS, ProMedica and UT entered into an Academic Affiliation Agreement for the UT College of Medicine and Life Sciences (the "AAA") effective August 26, 2015, which, among other things, establishes an Academic Affiliation Operating Group ("AAOG") to oversee matters relating to the operation of the AAA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **UNDERGRADUATE MEDICAL EDUCATION PROGRAM**

A. **Objectives of UT's Undergraduate Medical Education Program.** The objectives of UT are to prepare the students enrolled at UT and pursuing a Doctor of Medicine degree (the "Students"), to qualify them for licensure as medical doctors, to train them in the provision of competent medical care, and to give them the background necessary for continued learning. Students will participate in undergraduate clinical education rotations at the Facilities (the "Clerkship/Clinical Rotations"). For purposes of this Agreement, Clerkship/Clinical Rotations include all required and elective clinical rotations for first- and second-year medical students and all required clerkship and elective rotations for third- and fourth-year medical students. Core competencies, educational goals and objectives for each Clerkship/Clinical Rotation will be determined by the COM&LS faculty through its curriculum development and approval process.

B. **Integration of Medical Education Program and Clerkship/Clinical Rotations.** UT, in conjunction with ProMedica and the AAOG, will implement the undergraduate medical education experiences that take place in the Facilities. The Parties and the AAOG will ensure that the Clerkship/Clinical Rotations meet the requirements of UT and the Liaison Committee on Medical Education ("LCME") and satisfy the requirements of all applicable laws, regulations, licensing or supervisory agencies, and accrediting bodies. The Parties will cooperate to evaluate the learning environment, and ProMedica agrees to assist UT in evaluating the learning environment and to regularly evaluate and identify positive and negative influences on the maintenance of professional standards.

C. **Program Maintenance.** The Parties will work together to maintain an environment of high-quality patient care. At the request of either Party, a meeting or conference will be promptly held between appropriate representatives of UT and ProMedica to resolve any problems or develop any improvements in the operation of the clinical training program.

D. **Role of UT in Program Oversight.** . UT shall retain ultimate responsibility for the planning, design, and administration of the Clinical Rotations, including programming, administration, curriculum content, evaluation, and promotion. The Dean of the COM&LS will be the overall administrator of the Clinical Rotations, and through the AAOG, UT and ProMedica will jointly oversee the conduct and operation of the academic programming at

ProMedica locations. UT shall provide ProMedica with reasonable notice of any changes in curriculum that may affect the rotation of any Students or the length of any rotations.

E. **UME Lead.** ProMedica shall appoint a UME Lead who shall have general oversight of all undergraduate clinical education at the Facilities, which oversight shall be subject to the overall oversight of the Associate Dean responsible for Undergraduate Medical Education and the Dean of the COM&LS. ProMedica shall notify UT in writing of the appointment of the UME Lead and any changes to such appointment. The UME Lead, or his or her designee, shall participate in the Executive Curriculum Committee (“ECC”).

F. **Clerkship Directors.** Each Clerkship/Clinical Rotation is administered by a “**Clerkship Director**,” who is a UT faculty member responsible for the Clerkship/Clinical Rotation and compliance with LCME standards. Clerkship Directors will be appointed by and serve at the discretion of the Dean of the COM&LS.

G. **Role of the Program Faculty.** Physicians responsible for the supervision of Students for the Clerkship/Clinical Rotations (the “**Program Faculty**”) may or may not be employed by ProMedica but must have a COM&LS faculty appointment. The Program Faculty, as agreed to by the Parties, will provide clinical education, training and experience, and supervised access to direct patient care. Program Faculty must each be a member of the medical staff and hold appropriate privileges for the Facility.

H. **Local Student Director.** The UME Lead or his or her designee shall appoint one or more Program Faculty to serve as “**Local Student Directors**” who shall coordinate Student training at the Facilities with UT and the Clerkship Directors and who shall hold general administrative, educational, and supervisory responsibility for Students in each Clerkship/Clinical Rotation at the Facilities, subject to the overall oversight of each Clerkship’s respective Clerkship Director and the Associate Dean responsible for Undergraduate Medical Education. ProMedica’s appointment of any Local Student Director is subject to the approval of the Clerkship Director which approval shall be granted unless the Clerkship Director chooses to reject the recommendation in his or her reasonable discretion. In the event of such rejection, the UME Lead or his or her designee shall recommend a different Local Student Director.

I. **Responsibility for Patient Care.** ProMedica shall retain full authority and responsibility for patient care and quality standards in the Facilities. Students will be permitted to provide, participate in, or assist in the provision of direct medical care and related services to patients of Facilities only (i) under direct supervision of physicians, residents, and other physician-trainees as approved by the UME Lead or his or her designee and with adequate mentoring; (ii) consistent with their training, experience and credentialing; (iii) consistent with all applicable laws, regulations, and accreditation requirements; (iv) subject to patient choice and medical appropriateness; and (v) as appropriate given the Student’s clinical capabilities. While in ProMedica’s facilities, Students will have the status of trainees; are not to replace ProMedica staff; and, are not to render unsupervised patient care and/or services.

J. **Applicable UT Policies.** ProMedica shall communicate Student violations to UT. ProMedica will address identified breaches of professionalism standards as defined by the

COM&LS Faculty Professionalism Policy in accordance with the guidelines set forth in that policy. Policies applicable to the Clerkship/Clinical Rotation include but are not limited to the Learning Environment and Professionalism 3364-81-04-018-00 and Professionalism and Related Standards of Conduct for students 3364-81-04-017-02. The mechanisms for reporting violations of professionalism are set forth in these policies and violations will be registered and investigated without fear of retaliation. Nothing in this Section 1.J. shall limit any other rights that ProMedica may have hereunder, including the rights set forth in Section 2.C and Section 3.D.

**2. PLACEMENT, ACTIVITIES, AND EMPLOYMENT OF STUDENTS**

**A. Assignment of Students.** UT will plan and determine the adequacy of the educational experience of the Students in theoretical background, basic skill, professional ethics, attitude, and behavior, and shall recommend assignment to ProMedica only those Students who have satisfactorily completed the prerequisite portions of UT's curriculum. Students recommended for assignment to a Facility will be full-time students in good academic and disciplinary standing, who meet the requirements established by UT and the LCME, and who meet each Facility's health standards. The access and privileges described in this Agreement will apply only to Students assigned to a rotation at a Facility pursuant to this Agreement.

**B. Criteria for Placement of Students in Facilities.** Students may be assigned to a Facility for either required rotations or elective rotations in connection with the medical doctor educational program. Soon after the time of execution of this Agreement, no later than June 1<sup>st</sup> of each subsequent year of this Agreement, and subject to the oversight of the AAOG, the Clerkship Directors and Local Student Director(s) shall conduct an annual planning meeting to discuss and reach mutual agreement on the following issues:

1. Minimum and maximum number of Students at each Facility;
2. Facilities and sites that will be used;
3. Persons supervising the Students and their roles; and
4. Assignment, nature, and term of the Clerkship/Clinical Rotations.

Based on this discussion and agreement, UT shall prepare and submit to ProMedica a master schedule that lists each Student, the Student's targeted Clerkship/Clinical Rotation(s), and the anticipated start and end date of each Clerkship/Clinical Rotation. UT shall not assign Students to any Facility until the Parties have agreed on the assignments and the duration of such assignments. Any modifications to the master schedule during an academic year shall be in writing and require the review and approval of both the Clerkship Director and the Local Student Director, who shall make recommendations to the Associate Dean responsible for Undergraduate Medical Education and UME Lead, respectively. The UME Lead and the Associate Dean responsible for Undergraduate Medical Education shall jointly review, and, if appropriate, revise the recommendations, prior to approving the modifications. The UME Lead shall have the right to determine what documentation UT shall furnish pertaining to each Student prior to the commencement of the Students' training onsite at a Facility in an academic year.

C. **Right to Remove and Deny Access to Students.** A Local Student Director or any member of the Program Faculty has the right to request the removal of any Student from a Clerkship/Clinical Rotation at the Facility and to deny access of any Student to any Facility service(s) or clinical or patient care activities for cause; in each case accompanied by written notification to UT setting forth in detail the basis for the removal or denial of access. A Local Student Director, UME Lead or his or her designee, or any member of the Program Faculty can also, on a temporary basis, deny a Student access to any Facility or clinical or patient care activities if such Program Faculty or Local Student Director deems, in accordance with ProMedica policies, the Student unfit for duty or otherwise a danger to patients or staff. ProMedica shall notify the Clerkship Director immediately following such temporary removal of a Student. Upon receiving such notification, UT shall conduct a review and make such determination as it deems appropriate, consistent with UT's policies and due process requirements. ProMedica will take into consideration UT's findings and conclusions in determining whether to permit a Student to return to the Clerkship/Clinical Rotation at the Facility. If ProMedica disagrees with such findings and conclusions, the Parties shall present the matter to the AAOG.

D. **Employment of Students.** The Students participating in the program will not be considered employees or agents of ProMedica or UT for any purpose. Students will not be entitled to receive any compensation from ProMedica or UT or any benefits of employment from ProMedica or UT, including but not limited to, healthcare or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. ProMedica will not be required to purchase any form of insurance for the benefit or protection of any Student of UT, and Students shall not be members of the medical staff of any Hospital.

E. **HIPAA.** Students participating in clinical training pursuant to this Agreement are members of ProMedica's workforce for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to ProMedica and, as stated in Section 2.D, does not establish an employment relationship.

### 3. **STUDENT SUPERVISION AND EVALUATIONS**

A. **Student Orientation.** UT will provide all Students with a general orientation to the Clerkship/Clinical Rotations, including the clinical aspects of medical training. Orientation as to ProMedica rules, regulations, policies, and procedures and the clinical component of Clerkship/Clinical Rotations at a Facility will be the responsibility of the applicable Facility.

B. **Compliance with Policies and Procedures.** The Facility may ask Students to agree in writing to comply with all applicable policies and procedures of the Facility or ProMedica, including the bylaws, rules and regulations, and related manuals of the medical staffs of the Facility, quality management activities, compliance requirements, and policies governing documentation and medical records. The Facilities will ask Students to participate in training related to Facility policies and procedures and will wear identification or insignia as designated by the Facility. Notwithstanding the foregoing, Students will not be covered by the employment

or employee benefit policies of ProMedica or any Facility, and Students will not be members of the medical staff of any Facility.

C. **Evaluation of Students.** The Local Student Director agrees to coordinate with the Clerkship Director and the Program Faculty in evaluating the quality of the Clerkship/Clinical Rotations and the clinical performance of the Students and the Facility in the Clerkship/Clinical Rotations in accordance with LCME requirements.

D. **Disciplinary Proceedings.** Disciplinary proceedings involving Students will be conducted by UT in accordance with LCME requirements and with UT's policies, procedures, and due process, which will provide an opportunity for input from ProMedica and representatives of the Facility with knowledge of relevant facts. Nothing in this Agreement or in any process conducted pursuant to this Agreement will prevent ProMedica or the Facility from reporting, pursuing, or participating in the prosecution of any alleged violation of law by a Student.

E. **Workplace Safety; Accidental Exposure.** In the event that a Student is accidentally exposed to an environmental hazard or infectious disease at a Facility, the Student will immediately report the exposure to the Facility, which shall provide such emergency care as is provided to its employees, including, where applicable: examination and evaluation by ProMedica's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and counseling and appropriate testing for HIV or other infections as necessary and in accordance with hospital policy. Follow-up treatment will be at the discretion of the Student's regular healthcare providers or University Health Services according to UT policy and LCME requirements. Student shall retain responsibility for covering any treatment costs that are not covered by Student's medical insurance.

F. **Student Health Insurance.** UT will require all participating Students to maintain health insurance and provide proof of health insurance to UT. ProMedica may request the Student provide proof of health insurance prior to beginning of the training experience.

G. **Criminal Background Check and Immunization Records.** UT will require all participating Students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with UT. If applicable, ProMedica shall notify the Student of any requests for evidence of criminal background test or immunization. UT will inform the Student of his/her responsibility to provide evidence to ProMedica of any required criminal background checks or immunizations, when requested. ProMedica shall notify UT of its requirements of an acceptable criminal background check and required immunizations.

H. **Patient Confidentiality.** UT will advise all Students assigned to ProMedica facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. UT will also advise all Students that the confidentiality requirements survive the termination or expiration of this Agreement.

#### 4. **TEACHING AND SUPERVISING PHYSICIANS AT FACILITIES**

A. **Qualifications of Physicians and Other Supervisors.** Facilities participating in the Clerkship/Clinical Rotations will be expected to encourage Program Faculty and other appropriate staff members to involve their patients in the Clerkship/Clinical Rotation(s). Program Faculty supervising Students in the Clerkship/Clinical Rotations at the Facilities will maintain in good standing a license to practice medicine and hold full medical staff privileges at the applicable Facilities. ProMedica and UT agree that where clinically appropriate and consistent with LCME requirements, Students may be directly supervised by interns, residents, and fellows.

B. **University Faculty Appointments.** At the direction of the AAOG, UT shall grant clinical faculty appointments to the Program Faculty.

C. **Evaluation of Faculty of the University.** The Local Student Director will assist the Clerkship Director in evaluating the performance of the Program Faculty participating in the Clerkship/Clinical Rotations at the Facility in accordance with institutional, LCME, and other accreditation requirements.

D. **Student Evaluation of Faculty of the University.** ProMedica and UT will provide Students with opportunities, not less than annually, to evaluate the performance of the Program Faculty participating in the Clerkship/Clinical Rotations.

## 5. **PRIOR AGREEMENTS**

The Agreement replaces and supersedes any and all prior agreements setting forth the rights and obligations of the Parties with respect to the subject matter hereof, including, but not limited to the Undergraduate Medical Education Master Affiliation Agreement effective July 1, 2010, by and among ProMedica, UT, and Academic Health Center Corporation (formerly known as the ProMedica Health, Education, and Research Corporation, "AHC").

## 6. **RECORDS**

A. **Clerkship/Clinical Rotation Records.** UT will maintain all academic, health, and Clerkship/Clinical Rotation records relating to Students, including all reports completed by Students or others relating to a Clerkship/Clinical Rotation in compliance with all applicable laws, LCME, and other applicable institutional and accreditation requirements.

B. **Medical Records.** The Facilities will own and have custody and control of all medical records (whether tangible or electronic) relating to the diagnosis, care, and treatment of patients. Faculty of UT and Students will not remove or copy such records except as permitted by Facility policy or as required by law.

C. **Access to Books and Records.** In the event that it is determined that Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 964-99), and regulations adopted pursuant thereto, apply to this Agreement, each Party agrees, for a period of four (4) years after performance of this Agreement, to make available to the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized

representatives, upon written request for this Agreement and such Party's books, documents, and records necessary to certify the nature and extent of the costs thereof. If any portion of this Agreement is to be performed through a subcontract or a related organization at a cost in excess of Ten Thousand Dollars (\$10,000) over a twelve (12) month period, such subcontract will contain this requirement.

**D. FERPA.** To the extent ProMedica generates or maintains educational records related to the participating Student, ProMedica agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to UT and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, UT hereby designates ProMedica as a school official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to UT's records is required by ProMedica to carry out the program.

## **7. FACILITIES AND EQUIPMENT**

ProMedica will assure that the Facilities make available the physical space, facilities, and such other office equipment, furniture, fixtures, medical equipment and expendable supplies as the Parties hereto deem reasonably necessary for the clinical training components of the Clerkship/Clinical Rotations at the Facilities. The Facilities will keep and maintain all such space, facilities, equipment, and fixtures in good order and repair and provide utilities, housekeeping, and other services as may be required. Use of the Facilities for the Clerkship/Clinical Rotations will be subject to the general availability of such facilities, and UT will schedule the use of the facilities in advance whenever reasonably practicable. The Facilities will ensure faculty and Student access to the appropriate resources for the Clerkship/Clinical Rotations, as required by LCME guidelines, including: a) access to patients at ProMedica facilities in an appropriately supervised environment, in which the students can complete UT's curriculum; b) student security badges or other means of secure access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for medical students' personal items when at ProMedica; and f) access to call rooms, if necessary. Decisions regarding the adequacy of the Facilities shall be made initially by the Local Student Director and Clerkship Director, who shall report their findings to Associate Dean responsible for Undergraduate Medical Education, the Chief Integration Officer at ProMedica, and the UT Senior Associate Dean for Clinical Affiliation. The Chief Integration Officer and the Senior Associate Dean for Clinical Affiliation shall jointly submit their findings and recommendations to the AAOG or an individual or subcommittee designated by the AAOG.

## **8. LIABILITY AND INSURANCE**

**A. Insurance Policies.** Each Party agrees to provide maintain in force, at that Party's sole expense, professional liability insurance in a commercial or self-insured fund covering acts and omissions of the facilities, physicians, and employees of that Party with such coverage limits of one million (\$1,000,000) dollars per claim, three million (\$3,000,000) dollars aggregate. Each Party agrees to provide the other Party evidence of such professional liability insurance required hereunder to the other Party upon request. Each liability policy or self-insurance program maintained by both Parties will either (1) cover all occurrences during the



policy period, or (2) if it covers "claims made" during the policy period, it will include a "reporting endorsement" allowing the insured Party to purchase "tail" coverage at the termination or expiration of the policy to cover occurrences during the term of this Agreement. The insured Party agrees to purchase such "tail" coverage at the termination or expiration of each such policy or to provide equivalent liability protection, such as the subsequent professional liability carrier maintaining the retroactive date from the prior policy.

**B. Cooperation.** Each Party agrees to notify the other Party in writing regarding all actual, potential, alleged, or threatened claims regarding a Student's participation in any Clerkship/Clinical Rotation or of a claim involving a physician that also involves a Student. The Parties agree to collaborate and assist each other in management of such claims, including but not limited to risk identification, the prompt sharing of medical records, claims investigation, and litigation preparation. ProMedica and UT agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws. UT shall require that its Students fully and completely cooperate in the defense of all claims against the Facility in which the Student's care or treatment of a patient is in any way involved.

**C. Other Insurance.** Each Party agrees to obtain and maintain workers' compensation coverage for its employees as required by law. In addition, each Facility agrees to maintain comprehensive general liability or commercial general liability insurance covering all incidents, occurrences, and operations at the Facility, including bodily injury and property damage liability occurring at a Facility, and which coverage will include contractual liability insuring the obligations assumed by a Facility in this Agreement. The limits of comprehensive general liability or commercial general liability insurance will not be less than a combined single limit for bodily injury, property damage, and personal injury liability of one million (\$1,000,000) dollars each occurrence, three million (\$3,000,000) dollars in the aggregate.

**D. Program Faculty Insurance.** UT will ensure that Program Faculty employed by UT have and maintain in force, at UT's or the Program Faculty's expense, professional liability insurance in a commercial or self-insured fund covering acts and omissions of each Program Faculty with such coverage limits of one million (\$1,000,000) dollars per claim, three million (\$3,000,000) dollars aggregate. ProMedica will ensure that Program Faculty employed by ProMedica have and maintain in force, at ProMedica's or the Program Faculty's expense, professional liability insurance in a commercial or self-insured fund covering acts and omissions of each Program Faculty with such coverage limits of one million (\$1,000,000) dollars per claim, three million (\$3,000,000) dollars aggregate. The Facility will ensure that all Program Faculty not employed by UT or Program will maintain professional liability insurance in a commercial or self-insured fund covering acts and omissions in the amounts required to maintain membership on the Facility's medical staff.

## **9. CHANGE IN LAW**

In the event of a change in the law, regulation, or administrative or judicial procedures of the State of Ohio that would be likely to alter the legal status of, or the legal process available for pursuit of claims in a manner that could be relevant to the relationship of the Parties hereto, the Parties will work together in good faith to amend this Agreement as promptly as practicable to

reflect or incorporate such change within this Section 9 or otherwise to render this Agreement consistent with such change.

#### 10. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of, or relating to, this Agreement or the breach of this Agreement will be subject to the dispute resolution procedures established in Article 7 the AAA, which terms are incorporated herein by reference.

#### 11. TERM AND TERMINATION

A. Term and Termination. This Agreement shall have the same Term as the Academic Affiliation Agreement and shall automatically be terminated upon any termination thereof.

B. Post-Termination Commitment. In the event of the termination of this Agreement, ProMedica and UT hereby commit that they will work together to provide or arrange for appropriate transition opportunities for Students whose Clerkship/Clinical Rotations will not be completed by the effective date of termination. The Parties will consider any reasonable accommodations, including but not limited to temporary and limited extensions of this Agreement by mutual consent to permit Students to complete their Clerkship/Clinical Rotations. The Parties will take all steps to comply with the requirements of the LCME.

#### 12. NO REIMBURSEMENT OF THE UNIVERSITY'S OR STUDENTS' COSTS

Except as provided elsewhere in this Agreement, the Parties agree that there will be no sharing of costs between UT and ProMedica or the Facilities in connection with a Clerkship/Clinical Rotation. UT will bear all expenses incurred by it, and Students will bear all expenses incurred by them, in connection with the Clerkship/Clinical Rotation. Neither ProMedica nor any Facility will have any responsibility to meet costs associated with the Clerkship/Clinical Rotation other than the costs associated with Facilities' provision of facilities and staff for clinical training as set forth in this Agreement.

#### 13. MISCELLANEOUS

A. Non-Discrimination. The Parties agree that neither will discriminate against any employee or Student on the basis of race, color, religion, sex, gender, sexual orientation, creed, national origin, disability, military or familial status, age, ancestry or political affiliation or protected activity.

B. Third-Party Rights. This Agreement is intended solely for the mutual benefit of the Parties, and there is no intention, express or implied, to create any rights, privileges, or interest for the benefit of any third party, including but not limited to any Student, relative of a Student, or prospective employer, and neither UT nor ProMedica will be under any obligation to any third party by reason of this Agreement.

C. **Independent Contractor Relationship.** Students and other UT employees are not and will not be deemed to be employees of ProMedica or a Facility. No relationship of employer-employee, partner-partnership, principal-agent, or joint venturers is created between the Parties by this Agreement. The direct patient care and other medical services provided by Students at the Facility are performed in fulfillment of certain academic requirements under the clinical supervision of physicians holding clinical faculty appointments from UT and medical staff privileges from the Facility.

D. **Notices.** Any notice required, permitted or desired to be given under this Agreement will be in writing and will be personally delivered or sent by certified mail, return receipt requested, addressed as follows:

As to ProMedica:

Chief Executive Officer & President  
ProMedica Health System  
1801 Richards Road  
Toledo, Ohio 43607

As to UT:

The University of Toledo  
Dean of the College of Medicine & Life Sciences  
2801 W. Bancroft  
Toledo, Ohio 43606

E. **Assignment.** This Agreement will not be assigned or assignable by either Party without the prior written consent of the other Party.

F. **Amendment.** This Agreement may be amended at any time upon the mutual written consent of the Parties.

G. **Waiver of Breach.** Waiver by either Party of a breach of any of the terms or provisions of this Agreement by the other Party at any time or times will not be deemed or construed to constitute a waiver of any subsequent breach or breaches of the Agreement at any subsequent time or times.

H. **Binding Effect.** This Agreement will be binding upon and the benefits inure to, the Parties and their respective successors and permitted assigns.

I. **Severance.** If any term of this Agreement will be deemed unenforceable, such term will not affect the enforceability of the other terms of this Agreement which can be given effect without the unenforceable provision.

J. **Construction.** This Agreement will be construed and enforced in accordance with the laws of the State of Ohio.

K. **Priority.** To the extent any provision herein is inconsistent with any provision of the AAA, the AAA shall take precedence.

L. **Entire Agreement.** This Agreement, together with the AAA, constitute the entire agreement between the Parties with respect to the subject matter herein, and supersede any and all prior written or oral statements, understandings or agreements.

M. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their authorized representatives effective on the day and year first written above.

PROMEDICA HEALTH SYSTEM, INC.

THE UNIVERSITY OF TOLEDO

By: 

By: 

Name: Randy Oostra, DM, FACHE

Name: Christopher Cooper, MD

Title: President and Chief Executive Officer

Title: Executive Vice President for Clinical

Date: May 25, 2016

Affairs and Dean of the College of Medicine  
and Life Sciences

Date: May 25, 2016