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MASTER AGREEMENT FOR EDUCATIONAL AFFILIATIONS

This Agreement ("Agreement") is entered into and made effective on the date it is fully executed by all parties as indicated by their signatures below (the "Effective Date"), by and between **COREWELL HEALTH, on behalf of its Affiliates, as that term is defined below**, a Michigan non-profit corporation (collectively referred to herein as "**Corewell Health**"), with a registered office located at 100 Michigan Street, NE, Grand Rapids, Michigan 49503. and **GOVERNMENT MEDICAL COLLEGE AND HOSPITAL** located at Sector 32, Chandigarh, India (the "**School**").

RECITALS:

WHEREAS, Corewell Health is a non-profit health system and health plan which is located in East, West and South Michigan; and

WHEREAS, Corewell Health offers numerous professional educational opportunities both within its facilities and at certain off-site locations; and

WHEREAS, the School offers various academic programs and desires to provide professional educational experiences to students enrolled in its academic programs; and

WHEREAS, Corewell Health and the School desire to cooperate to furnish educational experiences to students enrolled in the School.

NOW, THEREFORE, it is mutually agreed as follows:

AGREEMENT:

1. **Affiliate.** As used herein, "Affiliate" is defined as any entity that directly or indirectly controls, is controlled by, or is under common control with Corewell Health. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of 50% or more of the voting interests of the subject entity.
2. **Educational Opportunities.** Subject to availability and applicable Corewell Health policies and procedures, as determined solely by Corewell Health, Corewell Health may provide the School's enrolled students with professional educational experience opportunities ("**Educational Opportunity(ies)**") within Corewell Health in support of the School's various academic programs. Further subject to availability and applicable Corewell Health policies and procedures, as determined solely by Corewell Health, the School and its students and onsite faculty members ("**Onsite Faculty**") who have been accepted to participate in an Educational Opportunity may have access to conference room space, cafeteria, library services, and parking for educational/instructional purposes while participating in an Educational Opportunity in accordance with this Agreement.
3. **Patient Care/Rights Reserved by Corewell Health.** Corewell Health shall at all times have the ultimate responsibility for patient care within all Corewell Health facilities and at off-site locations where off-site services are provided by Corewell Health, as applicable. Nothing in this Agreement shall be construed to allow the School to exercise control or direction over the manner or method by which Corewell Health physicians, nurses or other personnel perform their duties, nor shall any provision of this Agreement be construed so as to prevent any patient from requesting not to be a teaching patient or prevent any member of the Corewell Health management or medical staff from designating any

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patient as a non-teaching patient. Corewell Health reserves the right to restrict any and all program activity when, in the sole discretion of Corewell Health, the welfare of any student or patient so requires such a restriction.

Corewell Health shall at all times have the right to direct operations within all Corewell Health facilities, and in accordance with any arrangements made at off-site locations where off-site services are provided by Corewell Health, including but not limited to the right to exercise discretion and control over students on matters related to the management of safety, risk and organizational integrity, subject to the right of a student to object to unsafe working conditions. In addition, Corewell Health retains the right to terminate an assignment or remove a student from an assignment or Corewell Health facility if, in Corewell Health sole judgment, such termination or removal is necessary or reasonable. Written notification of such termination or removal will be provided to the School by Corewell Health.

In no event will Corewell Health discriminate with respect to race color, sex, creed, national origin, disability, age, public assistance status, marital status, sexual orientation, or religion.

4. **Onboarding Requirements.** School must certify that it fully complies and/or will require each student to fully comply, with Corewell Health's onboarding requirements, before and while any such individual is placed at Corewell Health in accordance with this Agreement. Onboarding requirements will be determined by Corewell Health in Corewell Health sole discretion; may be updated by or at the request of Corewell Health from time to time in its sole discretion, and will include but will not be limited to participation in an orientation hosted by Corewell Health and submitting to applicable background checks, work eligibility checks, education/licensure checks, drug screens, health screens, vaccinations, immunizations. All applicable background checks, work eligibility checks, education/licensure checks, drug screens, health screens, vaccinations, immunizations, and requested updates to same will be obtained at the at the School's or student's sole cost and expense. Additionally, School shall take reasonable steps, including but not limited to reviewing the federal and state of Michigan's exclusion database, to ensure that any student placed with Corewell Health is not excluded from participating in any federally and/or state funded health care program.

As applicable, students will be trained by the School in OSHA Blood borne Pathogen standards before participating in any Educational Opportunity.

School shall designate not less than one person to act as an Educational Opportunity liaison to Corewell Health's identified liaison(s)/preceptor(s)/mentor(s) in order to efficiently and appropriately manage and coordinate all Educational Opportunities occurring within Corewell Health facilities.

5. **Collaboration Relationship.** Consistent with the Corewell Health values of Teamwork and Excellence, the parties intend the Educational Opportunities described in this Agreement to be highly collaborative in nature. To promote the success of the collaborative relationship, a representative from Corewell Health and the School shall meet, as needed, to discuss the relationship in general, including but not limited to the Educational Opportunities provided by Corewell Health, the obligations of the School hereunder, and other related matters.

6. **Confidentiality.** The parties shall each instruct students of the importance of respecting the confidential and privileged nature of all patient information which they may encounter through patient contact and contact with Corewell Health records. The School and Corewell Health shall instruct the students that they should not: (1) disclose, discuss or otherwise reveal any information regarding patients or visitors except that which is required in the course of performing their duties; (2) discuss a patient's condition in public areas; (3) share or disclose a computer user ID password or use another staff member's

computer ID or password; or (4) use a code, access a file or retrieve any stored information unless they are specifically authorized to do so by Corewell Health.

7. **Orientation.** Corewell Health shall provide orientation to all students. Orientation will include an introduction to Corewell Health policies and procedures, including safety, infection control, and documentation guidelines specific and appropriate to the Educational Opportunity. Orientation must take place prior to the commencement of any student's participation in an Educational Opportunity. The content and length of the orientation shall be determined by Corewell Health. For students participating in Educational Opportunities that involve research or research-related activities, such students must complete an orientation session in the Corewell Health Offices of Research Administration. The School shall instruct all students to abide by all Corewell Health policies and procedures.

8. **Assignment of Students.** The assignment of students to Corewell Health facilities, off-site locations, or specific liaison(s)/preceptor(s)/mentor(s) shall be mutually agreed upon by the parties in advance of the commencement of any Educational Opportunity. Notwithstanding, students will conduct their Educational Opportunity in those units, facilities or off-site locations which have been specifically designated by Corewell Health, as determined by Corewell Health from time to time.

To the extent permitted by applicable law, the School shall provide to Corewell Health a list of student names, dates of assignments, course objectives and/or course syllabus, and other related information, as requested by Corewell Health. The School shall notify Corewell Health of any cancellation of an Educational Opportunity at least two weeks prior to the scheduled commencement date.

Requests for student placement by School shall be submitted a minimum of a month in advance of the anticipated commencement date of any Educational Opportunity. Students may obtain clinical or practical experience only in those areas, facilities or off-site locations that were designated at the time the Educational Opportunity was granted, unless otherwise approved by the parties.

No provision of this Agreement shall prevent Corewell Health from refusing or limiting the number of students it accepts or refuses to accept for any Educational Opportunity, in the sole discretion of Corewell Health.

9. **Shared Collaborative Expertise.** Corewell Health staff may provide expertise and input to the School as and when mutually agreed by the parties from time to time. Collaborative research may be subject to a separate written agreement between the parties.

10. **Documentation and Evaluation.** The School shall collect and maintain all documents needed for any student's educational record relating to any Educational Opportunity conducted at Corewell Health by individual students and Corewell Health will contribute to the extent reasonably requested by School.

11. **Student Health.** Students are responsible for their own health at all times. Students may use the emergency and outpatient services of Corewell Health for medical care in the same manner as is available to the general public and at the cost customarily charged to the general public for such services.

The School shall inform each student of the importance of having in force an individual policy of health insurance to defray the cost of medical care of any illness or injury that might be sustained while the student is participating in an Educational Opportunity and will also inform each student of the substantial monetary liability that the student might incur as a result of failure to have such insurance in force. Corewell Health is not responsible for costs relating to any medical care received by any student.

12. **Intellectual Property.** School acknowledges that Corewell Health has adopted an Intellectual Property Policy ("IP Policy"), which governs the disclosure, assessment, ownership and financial aspects of intellectual property ("IP") developed using Corewell Health resources or facilities. In accordance with the IP Policy, School acknowledges and agrees that School, staff and students shall assign to Corewell Health the rights to any IP developed using Corewell Health resources or facilities, subject to other terms of the IP Policy and any applicable third party agreement(s).

13. **Liability/Indemnity.** School will require the students to procure and maintain policies of comprehensive general liability insurance and professional liability insurance for each student, with the exception of Onsite Faculty who are employed by Corewell Health and acting as Onsite Faculty during the course of their employment with Corewell Health, who participate in an Educational Opportunity with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Said policies will insure against any claim or claims for damages incurred as a result of the acts or omissions of each student while participating in an Educational Opportunity. In the event School requires any student to procure his/her own policy of professional liability insurance, then School will verify such coverage has been obtained or maintained by each student before such student commences participation in an Educational Opportunity. School will collect and provide copies of all policies, including any modifications, extensions or renewals of such policies, to Corewell Health prior to the commencement of any Educational Opportunity, annually thereafter, and upon Corewell Health's request. Any student for whom the School fails to provide copies of policies of insurance will not be permitted to participate in an Educational Opportunity at Corewell Health. Corewell Health's failure to make an additional demand for evidence of insurance will not be deemed a waiver of this requirement.

Corewell Health at its sole cost and expense, will self-insure or procure and maintain in full force and effect throughout the term of this Agreement such policies of comprehensive general liability and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate in order to insure Corewell Health and its employees and agents against any claim or claims for damages incurred as the result of the acts or omissions of Corewell Health or its employees, agents or contractors. Upon the request of the School, Corewell Health shall deliver proof of such coverage to the School.

14. **Students Not Employees.** Students shall not be deemed to be employees of Corewell Health for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the educational program described herein. Each student is placed within a Corewell Health facility or with a Corewell Health liaison(s)/preceptor(s)/mentor(s) to receive an educational experience as a part of his or her academic curriculum. Those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. At no time shall students replace or substitute for any employee of Corewell Health. This provision shall not be deemed to prohibit the employment of any such participant by Corewell Health under a separate employment agreement or arrangement. The School shall notify each student of the contents of this paragraph.

15. **Mutual Benefit.** There shall be no monetary consideration paid by either party hereto to the other or to any student by Corewell Health, it being acknowledged that the program described herein is mutually beneficial to the parties.

16. **Terms of Agreement.** This Agreement shall be effective on the Effective Date and shall continue in effect for a term of three (3) years. At the end of the initial three (3) year term, the Agreement will renew automatically each year for an additional one (1) year term. Notwithstanding, the Agreement

may be terminated at any time by mutual agreement of the parties or by either party for any or no reason upon providing thirty (30) days prior written notice to the other party.

All students who are participating in an Educational Opportunity at the time notice is given shall be permitted to complete their Educational Opportunity subject to the terms and conditions of this Agreement until completed.

16. **Notices.** Any notice under this Agreement to the School should be provided to:

Government Medical College and Hospital
Attn: Anil Kumar Moudgil
Private Secretary to Director-Principal, Public Relation Officer
dpgmch-cdh@nic.in

Any notice under this Agreement to Corewell Health shall be provided to:

Corewell Health West
Attn: Legal Department – MC 50
444 Michigan, N.E.
Grand Rapids, Michigan 49503

17. **Modifications; Waivers.** No provision of this Agreement shall be amended, altered, modified, or waived unless done so in writing, signed by a duly authorized representative of each party. The terms and conditions contained in any addendum or amendment shall prevail over conflicting terms and conditions contained in this Agreement. A waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach or failure to comply with any other provision of this Agreement.

18. **Privacy Regulations; Confidentiality.** Corewell Health is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and all regulations promulgated thereunder ("HIPAA"), as a Covered Entity as defined in HIPAA. Corewell Health and School will advise students to comply with the health information privacy provisions of HIPAA, as well as all policies, procedures, and practices of Corewell Health relating to HIPAA privacy, confidentiality, and security of patients' health information. School acknowledges that this Agreement, and any other information it gains from or concerning Corewell Health through this Agreement is and shall remain confidential and shall not be disclosed to any third party without the prior written consent of Corewell Health, except where disclosure is required by law. In the event that such information is the subject of a request under state public records law, a subpoena, or other legal order, School shall notify Corewell Health within a reasonable amount of time such that Corewell Health may take efforts to prevent disclosure or obtain a protective order. School shall advise all students participating in an educational experience with Corewell Health pursuant to this Agreement to comply with the confidentiality obligations contained in this Agreement, which shall include, but not be limited to, the obligation to properly destroy all documents (including copies) containing Corewell Health patient's information which either student or School possessed pursuant to this Agreement or, to otherwise extend the protections required under HIPAA and limit further use and disclosure for as long as the documents are maintained.

The School may disclose information from a participating student's educational record, as appropriate, to personnel at Corewell Health who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. 1232g; 34 CFR Part 99). Corewell Health hereby agrees that its personnel will use such information only in furtherance of the

clinical education program for the student, and that the information will not be disclosed to any other party without both notice to the School and the student's prior written consent.

19. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and lawful assigns. Neither party may assign or delegate this Agreement without the prior written consent of the other party. Any purported assignment or delegation of this Agreement, in whole or in part, without the prior written consent of the non-assigning party shall be void and of no effect.

20. **Third Parties.** This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Corewell Health and School; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, faculty member, parent or guardian of any student, employer or prospective employer of any student.

21. **Applicable Law.** The terms and conditions of this Agreement shall be governed, construed, interpreted and enforced in accordance with the domestic laws of the State of Michigan, excluding choice of law principles.

22. **Headings.** The headings used herein have been used for the convenience of the parties and are not to be used in construing this Agreement.

23. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other affiliation agreements between the parties with the exception of those which are related to medical residency or collaborative research programs conducted by the parties. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

24. **Modification; Counterparts.** This Agreement may be modified only in writing and executed by both parties. This Agreement may be executed in two or more counterparts (including by means of e-mailed signature pages), each of which will be deemed an original, and all of which together will constitute one and the same instrument. Photocopies and other reproductions of this executed original (with reproduced signatures) will be deemed original counterparts of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COREWELL HEALTH

**GOVERNMENT MEDICAL COLLEGE
AND HOSPITAL**

By: _____

Printed: _____

Its: _____

Date: _____

By: Jasbinder Kaur

Printed: Professor Jasbinder Kaur

Its: Director Principal

Date: 05/09/2023

