

## AFFILIATION AGREEMENT

This Affiliation Agreement (this "Agreement") is made this 5<sup>th</sup> day of July, 2021, between RCCH Trios Health, LLC d/b/a Trios Health ("Hospital"), and City of Kennewick, a Municipal Corporation on behalf of the Kennewick Fire Department ("Department").

### RECITALS

WHEREAS, Hospital operates a hospital providing a broad range of health care services for members of the community served by Hospital and other persons who require such services; and

WHEREAS, Department conducts educational programs (collectively, the "Program") for training of individuals to practice as certified paramedics (collectively, the "Discipline"), The Department desires to assign paramedics who are enrolled in the Program to the Operating Room at Trios Southridge Hospital (the "Clinical Site") from time to time to aid in such paramedics maintaining certification in the Discipline; and

WHEREAS, the Hospital recognizes the need for clinical experiences in the training of current practitioners of the Discipline and agrees to make available certain personnel, staff, and facilities for the Paramedics training in the Discipline to receive clinical experiences at the Clinical Site.

NOW THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance, the parties hereto agree as follows:

#### I. RESPONSIBILITIES OF THE HOSPITAL

A. General. Hospital agrees to accept certified paramedics from the Program for the purposes of allowing the Paramedic to further their training and experience. For purposes of this Agreement, a "Paramedic" is a paramedic in the Program who is assigned to a Clinical Site and accepted into a rotation by Hospital. Subject to the terms of this Agreement, as reasonably requested from time to time by Department, Hospital will reasonably cooperate with the Department in provision of a planned program of clinical experience for Paramedics at the Clinical Site.

B. Paramedic Rotations. Subject to the terms herein and the availability of appropriate resources at the Clinical Sites as determined by Hospital, Hospital agrees to provide Paramedics with clinical rotations of such duration as agreed by Hospital, portions of which may be spent among several of the Clinical Sites as determined by Hospital, if applicable.

C. Participation. Hospital agrees to permit each Paramedic to participate as appropriate in the provision of service to patients during such Paramedic's assigned rotation; provided, however, Department shall require that no Paramedics provide or attempt to provide any services directly to patients without the supervision of the personnel and staff at the Clinical Site. For the purposes of this Agreement, participation may include observation and/or the provision of health care under the supervision of

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appropriate Clinical Site personnel and staff consistent with the Paramedic's level of training and in accordance with applicable law. In no event shall this Agreement be interpreted to require that Hospital allow a Paramedic to participate in provision of care and Department acknowledges and agrees that the Hospital retains sole authority to determine the level and scope of participation by each Paramedic.

D. Policies. Department acknowledges and agrees that Hospital has advised Department of certain bylaws, rules, regulations, policies and procedures that relate to the activities of the Paramedics under this Agreement (as modified and in effect from time to time, the "Rules"). Prior to any assignment of a Paramedic to a Clinical Site, Department shall educate each such Paramedic regarding the requirements of such Rules and Department will require all Paramedics to comply with such Rules. The parties acknowledge and agree that, to the extent Department and/or any Paramedic is given access to Rules and/or any other information relating to the Hospital, including, without limitation, any business plans, operating procedures or similar confidential information ("Confidential Materials"), unless otherwise agreed in writing by Hospital, such access will be granted only on hospital premises, that no copies will be made or retained by Department or Paramedic, and that such Confidential Materials shall be deemed confidential and maintained as confidential by both Department and Paramedic. Nothing herein shall be interpreted as a waiver of the confidentiality of such Confidential Materials nor as a waiver of any applicable privilege which may apply to any such Confidential Materials.

E. Evaluation. As reasonably requested by Department, Hospital agrees to cooperate in evaluating the performance of each Paramedic at the termination of such Paramedic's rotation, or upon a schedule mutually agreed to by the parties.

F. Paramedic Behavior / Termination. In the event Hospital determines that any Paramedic assigned to a Clinical Site has engaged or is engaging in inappropriate behavior, or if Hospital determines a Paramedic's performance while on the rotation at any Clinical Site is unsatisfactory, Hospital may notify Department and/or Department Liaison to request that the situation be addressed. Department agrees to work with Hospital and with the Paramedic to attempt to remedy and / or correct the problem with the Paramedic. Notwithstanding the foregoing, in the event that Hospital determines, in its sole discretion, that immediate termination of a Paramedic is appropriate, Hospital may immediately terminate the assignment of any Paramedic. Hospital's right to terminate a Paramedic shall include, but not be limited to, the right to terminate for inappropriate behavior, poor clinical performance, unacceptable attendance or other cause deemed appropriate by Hospital.

## II. RESPONSIBILITIES OF DEPARTMENT

A. General. Department shall retain full responsibility for the planning, implementation, and execution of the Program, including programming and administration. Department's recommended placement of a Paramedic in a rotation at the Clinical Site shall be subject to the final approval of Hospital.

B. Liaison / Staffing. The Department shall designate one of its employees to serve as the liaison between Hospital and Department (the "Department Liaison"). The Department Liaison shall serve as the liaison between Department and Hospital, and shall coordinate the clinical and academic experience

of the Paramedic, subject to the approval of Hospital, and assist the Clinical Site as necessary to operate an effective clinical program. The Department Liaison shall work and cooperate with designated staff at the Clinical Site to coordinate Paramedic activities and training. Department shall recommend objectives of the fieldwork experience and shall provide those objectives to Hospital. Department shall provide supervisors at the Clinical Site with forms for evaluation of paramedic performance. If requested by Hospital, the Department Liaison shall make periodic visits to the Clinical Site for the purpose of discussing the clinical experience of Paramedic in the Program and to give advice and make recommendations regarding the supervision, training, and clinical experience of the Paramedic, provided, however, Hospital shall at all times maintain authority for operations at its facilities. In their reasonable discretion, the Parties may agree to meet telephonically.

C. Assignment of Paramedic. Department shall, upon mutual agreement of the parties, provide to Hospital not less than one (1) month prior to the commencement of each Paramedic's rotation: (i) the name of each Paramedic and a proposed schedule of assignment to the Clinical Sites; (ii) the expected level of experience to which Department proposes each Paramedic will be assigned; (iii) the expected learning objectives of each Paramedic; (iv) a summary of each Paramedic's education and clinical experience and field work; (v), a background check of the Paramedic that is no more than one year; and (vi) such other information as Hospital may reasonably request. The period of assignment will be subject to the agreement of the Hospital. Department shall assign no more than one (1) Paramedic, to the Clinical Site at any one time, unless the parties mutually agree otherwise. Scheduling, the level of expected experience and the degree of complexity of the activities assigned to Paramedic shall be subject to the approval of Hospital. Department will notify Hospital of any Paramedic absences.

D. Qualifications of Paramedic. Only those paramedics who meet the academic and other qualifications for the program shall be eligible for a rotation with the Hospital. Hospital reserves the right not to accept a Paramedic for participation in this Program based on the results of the Paramedic's background check. Subject to the requirements of the Americans with Disabilities Act, Department shall ensure that all Paramedics assigned are of appropriate physical fitness to conduct the activities contemplated hereunder and have obtained all appropriate immunizations as may be required by the Hospital. Department shall advise each Paramedic assigned to a rotation hereunder to: (i) comply with the Rules, policies, procedures and requirements of the Hospital; (ii) maintain a current acceptable physical examination report and immunization record; (iii) maintain a current TB skin test documenting a negative test for TB; (iv) maintain a current Hepatitis B immunization record or a signed waiver, if permitted by Hospital; and (v) maintain such other immunizations and comply with such standards as Hospital may establish from time to time. Department acknowledges and agrees that Hospital will require copies of all immunization records and other related information prior to accepting any Paramedic for a rotation under this Agreement, and may require that such Paramedics undergo an appropriate criminal background check and/or drug screening(s) as a condition to participation in the Program. To the extent that Hospital, in its sole discretion, requires any such information, Department shall provide all information regarding immunizations, criminal background checks, drug screening results and other information as Hospital may require prior to each Paramedic's commencement of an assignment pursuant to this Agreement.

E. Policies. Department, its employees, agents, and faculty, shall comply and shall require all Paramedics to comply with the bylaws, Rules and regulations, policies and procedures of Hospital and any and all rules, regulations, policies and procedures of the Clinical Site. Department, its employees, agents, and faculty will further comply with all accreditation standards applicable to the Hospital and will not engage or participate in any act or omission that would result in any violation of law or any accreditation standard applicable to Hospital. Paramedics must dress appropriately when assigned to the Clinical Site. The Department will provide appropriate orientation to all paramedics prior to assignment to the Clinical Site and will provide an appropriate paramedic identification badge to be worn at all times while a Paramedic is present at the Clinical Site, including a photograph of the Paramedic, and indicating the expiration date, the Department with which the Paramedic is affiliated, and other appropriate information, provided, the Hospital may require the Paramedics to wear other badges. Upon introduction to a patient at the Hospital, Paramedics shall identify themselves as Paramedic in the Program.

F. Insurance. During the term of this Agreement and thereafter, the Department shall provide and maintain on a continuing basis professional liability coverage on each Paramedic in the Program, or shall require and ensure that each Paramedic in the Program maintains on a continuing basis professional liability coverage with minimum limits of \$1,000,000 per occurrence (or such higher amounts as Hospital may require by notice to Department) and annual aggregate limits not less than three (3) times the per occurrence limit to cover and protect itself and its agents, paramedics, faculty and employees against losses, claims, damages and liability for acts and omissions arising out of or relating to activities pursuant to this Agreement. The foregoing coverage requirements may be satisfied through an appropriate policy of insurance or through the Department's participation in an appropriate city risk pool within the state in which Department is located. Prior to accepting any Paramedic for a rotation under this Agreement, the Department agrees to provide appropriate evidence of such coverage to the Hospital. The Department shall also provide and maintain or shall require each Paramedic to carry and maintain health insurance, and the Hospital will be entitled to bill the Paramedic and such insurers for any care rendered to a Paramedic.

G. Dismissal of Paramedics. The Department acknowledges and agrees that Hospital may dismiss Paramedics from the Clinical Sites and terminate any Paramedic's rotational assignment at any time for inappropriate behavior, poor clinical performance, unacceptable attendance, or other cause deemed appropriate by Hospital if, in the sole discretion of Hospital, such dismissal is warranted. In the event a Paramedic is dismissed from one Clinical Site, such Paramedic shall not thereafter be assigned to another Clinical Site.

H. Paramedic Supervision. Department agrees that Paramedics must be supervised when rendering care or performing services under this Agreement. The Department and the Department Liaison will supervise Paramedics and their performance subject to the terms of this Agreement providing Hospital and individuals at the Clinical Sites authority to direct and supervise Paramedics. Department shall notify Paramedics of all applicable supervision requirements prior to commencement of a Paramedic's rotation and shall notify Paramedics that in no event are Paramedics permitted to provide care or services without direct supervision and observation by appropriate clinical staff of the Hospital and that it is such Paramedic's responsibility to ensure that consent of the patient has been obtained prior to their active

participation in the delivery of care. Hospital shall at all times maintain authority for its operations. In no event shall the Department or any Paramedic interfere with or adversely affect the operations of the Hospital or the Clinical Site or the performance of services by Hospital.

I. Protected Health Information. The Department, its employees, agents, and faculty, shall maintain and shall require all Paramedics to maintain the confidentiality of all patient records and data, including, without limitation, individually identifiable health information (the "Protected Health Information") and obtain appropriate authorization prior to any disclosure of such records and data. All title to medical records, charts, and patient files and data shall be and remain the sole property of Hospital. Notwithstanding any provision herein to the contrary, the Department acknowledges and agrees that neither it, nor its faculty, staff or Paramedics shall receive access to any patient information beyond that minimum amount of information necessary to accomplish the intended purpose of this Agreement. The Department agrees that the Protected Health Information shall only be used by the Department and its employees, agents, faculty and Paramedics for the purposes of training Paramedics and shall not be used by the Department for marketing, or any other purposes whatsoever, and shall only be disclosed in accordance with the terms hereof. Notwithstanding anything herein to the contrary, Hospital shall require all Paramedics and any employee, agent or faculty member of Department who participate in the Program to be trained on and comply with the privacy requirements of the federal Health Insurance Portability and Accountability Act ("HIPAA") and its various implementing regulations, as they may be amended from time to time, in the same manner as all "workforce" of Hospital as that term is defined by HIPAA and its implementing regulation. The parties agree and acknowledge that neither Department nor Paramedics are business associates of Hospital. In the event of any new legislation or amendment which requires the Department or Paramedics to be deemed to be business associates of Hospital, then upon request of Hospital, Department agrees to execute amendments to this Agreement as reasonably requested by Hospital to reflect compliance with such laws.

J. The Department shall notify all Paramedics of their obligations pursuant to Section II.I hereof prior to the commencement of any Paramedic's rotation, and upon request of the Hospital, shall require all such Paramedics to execute an agreement acknowledging their obligations hereunder and/or a confidentiality agreement in such form as required by Hospital. In the event that Hospital requires any such acknowledgement or agreement by a Paramedic, the Hospital may exclude or dismiss any Paramedic where the required acknowledgement or agreement is not received by Hospital within the time period established by Hospital.

K. Notification. The Department shall notify the Hospital of any changes in faculty, curriculum, Paramedic status, or policies that may affect the Program.

L. Transportation: Department acknowledges and agrees that Paramedics shall be responsible for their own transportation to and from any and all Clinical Sites.

### III. CORPORATE COMPLIANCE PROGRAM

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Department acknowledges that Hospital has adopted or may adopt a formal corporate compliance program (the "Compliance Program") designed to ensure that Hospital and its employees, contractors, and other parties conducting activities on the campus of the Hospital comply with applicable federal and state laws including, but not limited to, federal and state health care fraud and abuse laws. Department agrees to comply and to ensure that its Paramedics comply with the requirements of the Compliance Program as in effect from time to time. Department acknowledges and agrees that neither Department nor any Paramedic shall be permitted to bill for or collect payments from Medicare, Medicaid, any third party health care reimbursement program, or any patient for any services provided by Paramedics in connection with this Agreement.

#### IV. GENERAL PROVISIONS

A. Patient Care. The parties agree that Hospital and its employees and agents have independent discretion to make professional judgments relating to the delivery of health care services and that Department shall neither have nor exercise control or direction over the manner in which Hospital and its employees and agents deliver health care services to its patients.

B.

. Term and Termination. This Agreement shall commence on the date first set forth above and shall continue in effect until terminated. Either party may terminate this Agreement for any reason, with or without cause, upon thirty (30) calendar days' written notice. Notwithstanding the foregoing, the Hospital may terminate this Agreement at any time upon notice to the Department following a breach of Section II.F, Section II.I and/or II.J hereof. Unless otherwise agreed by the parties, in the event this Agreement is terminated, Paramedics assigned to a Clinical Site who commence their rotational assignment prior to the termination of this Agreement shall be permitted to complete their rotations pursuant to the terms and conditions of this Agreement, except as otherwise provided hereunder. To the extent any Paramedics continue any such rotation, all terms and conditions of this Agreement shall continue to apply during the rotation.

C. Status of the Parties. The parties agree that no paramedic or faculty member participating in the Program, or any other agent or employee of Department shall be considered an employee, agent, contractor, or representative of the Hospital for any purpose including, but not limited to workers compensation, employee benefits and taxes, salary, and professional liability. The parties expressly understand and agree that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association among the parties, or between any paramedic and the Hospital, but is rather an agreement by and among independent parties.

D. Indemnification. The parties hereto mutually agree to indemnify and hold each other, including their officers, agents, and employees, harmless against any and all claims, demands, damages, liabilities, and costs incurred by the other party, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, the performance of this Agreement, or any other act or omission by or

under the direction of the indemnifying party or its employees or agents.

E. No Discrimination. The parties agree that neither shall unlawfully discriminate on the basis of race, color, religion, sex, age, disability, or national origin with regard to patients or the Paramedics who are covered by this Agreement.

F. Assignment. This Agreement shall not be assigned, subcontracted or transferred by Department without the written approval of the Hospital.

G. Notices. Any notice or other communication required by this Agreement shall be in writing and shall be deemed given if hand delivered, sent via overnight courier by national reputable overnight courier, such as Federal Express, or sent postage prepaid by a certified or registered mail, return receipt requested, and addressed as follows in the case of notice to Hospital, or in the case of notice to Department, at the address noted to the right of the Program description for that particular program:

If to the Hospital:                      Trios Health  
3730 Plaza Way  
Kennewick, WA 99336  
Attention: CEO

With a copy to:                            330 Seven Springs Way  
Brentwood, Tennessee 37027  
Attn: General Counsel

If to the Department:                    Kennewick Fire Department  
2620 W. 27<sup>th</sup> Avenue  
Kennewick, WA 99337  
Attention: \_\_\_\_\_

or to such other addresses or persons as may be furnished from time to time in writing by one party to the other party. The notice shall be effective on the date of delivery if delivered by hand, the date of delivery if sent via overnight mail, or the date indicated on the return receipt whether or not such notice is accepted by the addressee. If Department fails to complete the address in the area indicated below its signature, notice may be sent by Hospital to any address associated with Department.

H. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of the Agreement and supersedes any prior agreements, releases, or stipulations, oral or written, and all other communications between the parties relating to such subject matter. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall give the terms their regular meaning and shall not apply a presumption that the terms hereof shall be more strictly construed against one party.

I. Severability. If any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

J. No Third Party Beneficiaries. This Agreement is solely between and for the benefit of Department and Hospital, and this Agreement is in no way intended to confer any rights, benefits or obligations to or on any third party. This Agreement does not serve to alter, amend, modify or increase the applicable standard of care for the services provided under or contemplated by this Agreement.

K. Waiver. Any waiver of any provision hereof shall not be effective unless expressly made in writing and executed by the party to be charged. The failure of any party to insist on performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the further performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect. This Agreement may be amended only by written agreement of authorized officers of the parties.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A telecopy, facsimile, scanned copy (for example, in pdf or jpeg format) or other similar reproduction of a signature of this Agreement shall have the same effect as an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the date set forth above and certify that:

- 1) As of the date of the signatures below, this Agreement constitutes a binding agreement to perform services as of the Effective Date and may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;
- 2) There is no compensation between entities for the sake of this agreement. Both parties acknowledge the benefit/value in facilitating ongoing training and certification of paramedic is of mutual benefit to the organizations and communities.
- 3) This Agreement supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof and does not condition the payment or the arrangement on the volume or value of any referrals or other business generated between the parties;
- 4) Until the Agreement is listed in Facility's Master Contract Database to the extent required by 42 C.F.R. § 411.357(d)(1)(ii), no payment shall be made nor services accepted under this Agreement; and



- 5) Upon the Effective Date of this Agreement, to ensure that no payments are made and no services accepted beyond the terms of this Agreement, or the terms of other company approved agreements between the parties.

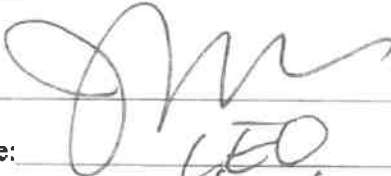
HOSPITAL: RCCH Trios Health, LLC d/b/a Trios Health

DEPARTMENT: City of Kennewick, a municipal corporation, on behalf of the Kennewick Fire Department

By: \_\_\_\_\_

Title: \_\_\_\_\_


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

  
LEO  
09/24/2021

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

  
Fire Chief  
09/20/2021

