



## AFFILIATION AGREEMENT

By and Between

**Marshall University Joan C. Edwards School of Medicine  
and Laboratory Corporation of America Holdings**

THIS AGREEMENT made this 1st day of August, 2012, by and among THE MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE (hereinafter referred to as "Marshall") and LABORATORY CORPORATION OF AMERICA HOLDINGS, (hereinafter referred to as "LabCorp").

WHEREAS, the Marshall University Joan C. Edwards School of Medicine was created to provide educational and training opportunities directed to undergraduates to become Doctors of Medicine and to graduate trainees (residents) to aid in their pursuit of advanced medical education; and,

WHEREAS, LabCorp has had a long tradition of providing health care services to the community and plans to continue its primary function of providing these services; and,

WHEREAS, LabCorp has the facilities to assist in said clinical education programs and desires to participate in the education of Marshall's students, residents, and/or clinical fellows; and,

WHEREAS, the parties have an interest in the community and each believes a mutual affiliation will benefit each party in its objectives to enhance educational programs for health care professionals in West Virginia, and each further believes this will improve patient care in keeping with the highest standards of medical practice; and,

WHEREAS, it is deemed advisable and in the best interest of the two parties to have an affiliation for the purposes of accomplishing these goals.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, Marshall and LabCorp mutually agree to cooperate in the conduct of clinical education programs and provide selected experience in accordance with the following terms and conditions:

### A. MARSHALL'S RESPONSIBILITIES

1. Marshall shall be solely responsible for the planning, implementation and evaluation of the clinical education programs for its students at LabCorp, and for determining adequate preparation in theoretical knowledge, basic skills, professional ethics, attitude, and behavior.
2. Marshall shall be solely and exclusively responsible for the acts and omissions of the students who will be permitted to work on LabCorp premises pursuant to this Agreement. Marshall shall make arrangements through its full-time faculty and/or independent -attending physicians to supervise and train students in their day-to-day activities.

3. Marshall shall assume responsibility for assuring continuing compliance with the educational standards established by professional associations and governmental and state agencies, as applicable.
4. Marshall shall notify LabCorp, at a time mutually agreed upon, of Marshall's planned schedule of student, resident and/or clinical fellows' assignments, including the names of the students, their respective levels of academic preparation, and the length and dates of each student's participation in the clinical rotations at LabCorp.
5. Marshall shall refer to LabCorp only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
6. Marshall shall be responsible for assuring students comply with the following LabCorp personnel health standards prior to commencement of participation in the programs at LabCorp:
  - a. A statement that the individual is free of communicable disease;
  - b. Evidence of immunization or antibody to rubella;
  - c. PPD testing documented within the last year. If positive, documentation of appropriate follow-up;
  - d. Varicella history; and
  - e. Proof of immunization to measles (rubeola) if born in 1957 or later.

Documented evidence of test results is required prior to commencement of participation in the clinical rotations.

7. Marshall shall be responsible for the students' scheduling and for monitoring to ensure that hours worked do not exceed established guidelines.
8. Marshall shall designate a Clinical Coordinator to plan and evaluate the Program with designated LabCorp personnel and provide a program official who will make periodic visits to the LabCorp facility to coordinate student-related activities and resolve student problems.
9. Marshall shall obtain, or require students to obtain, professional liability insurance coverage in limits of at least \$1,000,000 per occurrence.
10. Marshall shall advise the students participating in the clinical rotations at LabCorp of their responsibility for complying with the applicable rules and regulations of LabCorp and shall provide to the students health, safety, and other policy information which LabCorp shall make available to Marshall from time to time.
11. Marshall shall ensure that its students comply will all applicable laws, rules, regulations, and policies concerning patient confidentiality, including without limitation the Standards for Privacy of Individually Identifiable Health Information ("the HIPAA Privacy Standards"). Marshall shall take any other steps necessary to comply with the HIPAA Privacy Standards.
12. Marshall shall inform students that they must provide their own room, board, and transportation while participating in the clinical rotations at LabCorp.
13. Marshall shall establish and maintain ongoing communications with LabCorp designated personnel on items pertinent to the clinical experience. Such communication may include, but not be limited to, a description of the curriculum, policies, faculty, and major changes in this information.
14. Marshall shall provide to LabCorp an annual evaluation of each student and shall immediately notify LabCorp about any physical, mental or emotional problem, including chemical dependency, which would serve to impair the student's performance and/or represent a threat to the health and

safety of patients or other employees or physicians. Also, Marshall shall immediately notify LabCorp in writing of any action taken because of substandard academic or clinical performance of any student when that substandard performance could have an adverse impact on patient care at LabCorp.

15. Marshall shall provide protocols delineating the roles, responsibilities and patient care activities of students. These descriptions must include identification of the mechanisms by which participant's program director makes decisions about each participant's progressive involvement and independence in specific patient care activities.
16. Marshall shall provide the basic academic preparation of the students through classroom instruction and Marshall laboratory practice and all necessary supplies and materials for all medical laboratory courses.
17. Marshall shall design and provide written evaluation instructions (tests, checklists, etc.) in cooperation with LabCorp. Marshall will grade and tabulate the evaluations and maintain all student records.
18. Marshall shall grant adjunct faculty status to teaching staff designated by LabCorp to the extent required by Marshall to permit such staff to participate in the Program.
19. Marshall shall require students to provide evidence of health insurance coverage.
20. Marshall shall provide, and student shall wear, an identification badge that includes the student name and that of Marshall. Marshall and student acknowledge that failure of student to wear such identification may result in the student being denied access to the LabCorp facility.

#### B. LABCORP'S RESPONSIBILITIES

1. LabCorp agrees to serve as a cooperating agency with Marshall in the development and implementation of clinical education programs for its students and shall provide clinical and/or observational opportunities as well as the clinical facilities and equipment necessary for the conduct of such programs.
2. LabCorp shall provide the students participating in the clinical rotations, whenever possible, access to LabCorp facilities when appropriate.
3. In the event a student is involved in the exposure to blood borne pathogens, chemicals, or other occupational hazards, LabCorp personnel will be expected to follow existing protocols and provide immediate medical care up to and including referral to an emergency room. An incident report must be filed with the appropriate staff at LabCorp and Marshall. Any costs associated with medical treatment may be at the student/resident/fellows own expense.
4. LabCorp reserves the right to require the immediate withdrawal from LabCorp rotation any student whose health, performance and/or behavior is deemed detrimental to well-being of patients, employees or physicians, to the orderly operation of LabCorp, or to the achievement of the stated objectives of the program. LabCorp shall promptly provide written notice to Marshall's Office of Academic Affairs in the event of a withdrawal pursuant to this paragraph.
5. LabCorp shall advise Marshall of any changes in its personnel, operation, or policies, which may affect the clinical education programs.
6. LabCorp agrees to provide clinical experience, which meets the standards of recognized professional associations, governmental or state agencies, if applicable.
7. LabCorp agrees to provide orientation for Marshall's students as to its policies and procedures.

8. LabCorp assumes the responsibility and authority for those aspects of patient care, which are customarily provided by the lab.

#### C. MUTUAL RESPONSIBILITIES

1. Marshall and LabCorp will maintain appropriate accreditation with their respective agencies (LCME, ACGME, CLIA) and be in compliance with the requirements and demonstrate efforts to correct and be in compliance with any citation related to these standards.
2. Marshall and LabCorp share responsibility for creating an appropriate learning environment. The learning environment includes formal learning activities as well as attitudes, values and information "lessons" conveyed by individuals with whom the student comes into contact. Therefore, all personnel are expected to conduct themselves in a professional manner, adhere to ethical principles and demonstrate sensitivity to patients and colleagues without regard to gender, age, culture, disability, ethnicity and or/sexual orientation.
3. LabCorp and Marshall shall determine, in advance, the number of students and the specific educational programs that LabCorp can accommodate.
4. LabCorp and Marshall hereby warrant that each party is, and shall continue to be, in compliance with Federal, State and local statutes, rules and regulations. No person shall, on account of race, color, religious creed, national origin, ancestry, sex, handicap, or age, be unlawfully excluded from participation in any programs sponsored by either of the parties to this Agreement.
5. LabCorp and Marshall shall individually retain the exclusive control of policies, management, assets, and affairs of their respective facilities. Neither party by virtue of this Agreement assumes any liability for any debts or obligations of a financial, legal, or moral nature incurred by the other party to this Agreement.
6. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or to contract with other medical providers or educational institutions on either a limited or general basis while this Agreement is in effect.
7. Issues arising under this Agreement shall be handled as follows:
  - a. Issues related to the construction, interpretation and performance of this Agreement shall be referred to the designated administrative officers of the parties for resolution.
  - b. Issues related to the behavior and/or performance of faculty shall be referred to the appropriate department chair or the Dean. Issues not arising under this Agreement shall be handled pursuant to the Bylaws, Rules and Regulations and Policies of the Medical and Dental Staff.
  - c. Issues related to the behavior and/or performance of students shall be referred to the Office of Academic Affairs.
8. This Agreement is not a third-party beneficiary contract, and confers no rights upon any students, or employees of the parties. In particular, the students assigned to LabCorp shall not be considered as employees of LabCorp and shall not be covered, by virtue of this Agreement, by any of LabCorp's employee benefit programs, including but not limited to social security, health insurance, liability insurance, unemployment compensation, sickness and accident disability insurance, or worker's compensation.
9. LabCorp and Marshall shall jointly plan and evaluate the clinical experience and conduct faculty meetings at least twice a year either as full meetings involving most or all applicable Marshall faculty or section meetings with faculty from the Program.

10. LabCorp and Marshall shall determine in writing the period of time for each student's clinical education at least one (1) month prior to the beginning of the clinical education program.

#### D. GENERAL TERMS OF AGREEMENT

1. This Agreement supersedes all prior Agreements covering these programs and shall be effective when executed by both parties for a period of one (1) year and will be automatically renewed annually unless otherwise indicated by one of the parties at the time of the contract review.
2. This Agreement may be revised or modified by signed written amendment when both parties agree to such amendment.
3. This Agreement is not assignable, but is binding on the corporate successors of the parties.
4. This Agreement is of indefinite duration but may be terminated by either party upon ninety (90) days' written notice to the other party.
5. Any communication required or permitted by sections of this Agreement shall be in writing and shall be sent by first class prepaid mail, certified or registered, return receipt requested, addressed as follows, or in such other manner as any party hereto may hereinafter designate by written notice to the other party hereto:

Contracts Department  
Laboratory Corporation of America Holdings  
6370 Wilcox Road  
Dublin, OH 43016  
Attention: Contracts Department

Dean  
Marshall University  
Joan C. Edwards School of Medicine  
1600 Medical Center Drive  
Huntington, WV 25701-3655

With copy to  
Law Department  
Laboratory Corporation of America Holdings  
531 South Spring Street  
Burlington, NC 27215

6. A conformed copy of this Agreement with any and all amendments thereto shall be kept in the administrative files of the respective parties for reference.
7. Marshall agrees that until the expiration of four (4) years after the furnishing of services pursuant to the Agreement it shall make available, upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General of the United States, or any duly authorized representatives thereof, such of its contracts, books, documents, and records as are necessary to certify the nature and extent of the costs of any payments to Marshall pursuant to this Agreement.

If Marshall carries out any of its duties pursuant to this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, the subcontractor shall make available, upon written request by the Secretary of the Department of Health and Human Services, the Comptroller General of the United States, or any duly authorized representative thereof, the contracts, books, documents, and records of the subcontractor that are necessary to certify the nature and extent of the costs of such subcontract.

The foregoing provision is included in this Agreement only in the event that Section 1861 (V)(1)(I) of the Social Security Act, as amended, is determined to apply to this Agreement; if that section should be found not to apply to this Agreement, this clause shall be deemed not to be a part of this Agreement and shall be null and void.

8. INDEPENDENT RELATIONSHIP

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between Marshall and LabCorp other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, nor Marshall's students, shall be construed to be the agent, employer or representative of the other.

9. PREVENTION OF FRAUD, WASTE AND ABUSE

The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations ("HIPAA"), the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005, the related Federal Civil False Claims Act and State False Claims Acts, and associated whistleblower protections. LabCorp has written policies and procedures for detecting and preventing fraud, waste, and abuse and expects that test orders, services, supplies or materials provided to LabCorp are in accordance with the requirements of the applicable federal and state laws.

10. CHANGE IN LAW OR REGULATION

Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or any other legal requirements or subsequent modifications by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating LabCorp for Services performed for Marshall or for any other party under this Agreement, or would materially increase the cost of LabCorp's performance hereunder, the parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities and/or to reflect applicable changes in compensation necessitated by such legal requirements.


11. LABCORP WARRANTS TO MARSHALL THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED CLINICAL LABORATORY PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS. NO OTHER WARRANTIES ARE MADE BY LABCORP. IN NO EVENT SHALL LABCORP BE RESPONSIBLE FOR ANY PUNITIVE DAMAGES OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES OF MARSHALL OR OF ANY THIRD PARTY.

12. WAIVER

No course of dealing between Marshall and LabCorp or any delay on the part of LabCorp in exercising any rights it may have under this Agreement shall operate as a waiver of any of the rights of LabCorp hereunder, and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have caused this Agreement to be duly executed the date and year first above written.

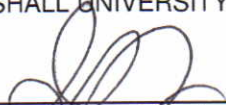
LABORATORY CORPORATION OF AMERICA HOLDINGS ("LabCorp")

BY   
Sherry L. Thomas

Its: Associate Vice President

DATE: 10-30-2012

MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE ("Marshall")

BY   
Joseph I. Shapiro, M.D.

Its: Dean

DATE: 10-19-12