

AFFILIATION AGREEMENT

By and Between

Marshall University Joan C. Edwards School of Medicine and Cabell Huntington Hospital, Inc.

THIS AGREEMENT made this 1st day of July, 2012, by and among THE MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE (hereinafter referred to as "Marshall") and CABELL HUNTINGTON HOSPITAL, INC., (hereinafter referred to as "Hospital").

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 graduates trainees (residents) to aid in their pursuit of advanced medical education; and,

WHEREAS, the Hospital 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, the Hospital 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 the Hospital 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, residents and/or clinical fellows at the Hospital, 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, residents and/or clinical fellows who will be permitted to work on the Hospital premises pursuant to this Agreement. It is agreed and understood that the Hospital shall not exercise any control or have the right to control the professional medical decisions of the residents and/or clinical fellows. Marshall shall make arrangements through its full-time faculty and/or independent-attending physicians to supervise and train residents and/or clinical fellows 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, at a time mutually agreed upon, the Hospital's office of Medical Affairs of its planned schedule of student, resident and/or clinical fellows' assignments, including the names of the students, residents and/or clinical fellows, their respective levels of academic preparation, and the length and dates of each students, residents and/or clinical fellows participation in the clinical rotations at the Hospital. Marshall shall provide to the Hospital a copy of each resident's and/or clinical fellow's contract together with evidence of satisfactory completion of medical school and other information necessary to credential each resident and/or clinical fellow consistent with the Hospital's credentialing policies and procedures.
5. Marshall shall refer to the Hospital only those students, residents and/or clinical fellows who have satisfactorily completed the prerequisite didactic portion of the curriculum.
6. Marshall shall be responsible for assuring students, residents and/or clinical fellows comply with the Hospital's personnel health standards prior to commencement of participation in the programs at the Hospital. The Hospital's health standards currently include, but are not limited to:
 - 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 residents' and/or clinical fellows' scheduling and for monitoring to ensure that hours worked do not exceed established guidelines.
8. Marshall shall be responsible for appointing clinical faculty who shall provide instruction and supervision for the students, residents and/or clinical fellows. Marshall and the Hospital shall agree on the minimum number of clinical faculty necessary to ensure adequate supervision of students, residents and/or clinical fellows. The clinical faculty shall seek and obtain appointment on the Hospital's medical staff with appropriate clinical privileges. The clinical faculty shall not supervise students, residents and/or clinical fellows in any treatment modalities or procedures for which the clinical faculty lacks clinical privileges at the Hospital.

9. Marshall shall obtain, or require faculty, students, residents and/or clinical fellows to obtain, professional liability insurance coverage in limits of at least \$1,000,000 per occurrence in accordance with the requirements of the Medical & Dental Staff bylaws and actions of the Board of Directors of the hospital.
10. Marshall shall advise the students, residents and/or clinical fellows participating in the clinical rotations at the Hospital of their responsibility for complying with the applicable rules and regulations of the Hospital and shall provide to the students, residents and/or clinical fellows health, safety, and other policy information which the Hospital shall make available to Marshall from time to time.
11. Marshall shall ensure that its students, residents and/or clinical fellows comply will all applicable laws, rules, regulations, and hospital policies concerning patient confidentiality, including without limitation the Standards for Privacy of Individually Identifiable Health Information ("the HIPAA Privacy Standards"). Marshall shall, if applicable, execute a Business Associate Agreement with the Hospital or take such other steps as are necessary to come into and remain in compliance with the HIPAA Privacy Standards.
12. Marshall shall inform students, residents and/or clinical fellows that they must provide their own room, board, and transportation while participating in the clinical rotations at the Hospital.
13. Marshall shall establish and maintain ongoing communications with the office of Medical Affairs of the Hospital and other designated Hospital 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 the Hospital an annual evaluation of each resident and clinical fellow and shall immediately notify the Hospital about any physical, mental or emotional problem, including chemical dependency, which would serve to impair the student's, resident's and/or clinical fellows performance and/or represent a threat to the health and safety of patients or other Hospital employees or physicians. Also, Marshall shall immediately notify the Hospital in writing of any action taken because of substandard academic or clinical performance of any student, resident and/or clinical fellow when that substandard performance could have an adverse impact on patient care in the Hospital.
15. Marshall shall ensure resident, clinical fellows and faculty participation in appropriate Hospital committees and activities, including but not limited to, bioethics, infection control, patient safety, performance improvement, risk management and sentinel event analysis.
16. Marshall shall provide protocols delineating the roles, responsibilities and patient care activities of students, residents and fellows. These descriptions must include identification of the mechanisms by which participant's supervisor(s) and program director make decisions about each participant's progressive involvement and independence in specific patient care activities. An annual report must be submitted to the Medical Executive Committee and Hospital Governing Board evaluating each resident's educational needs and performance.

B. HOSPITAL'S RESPONSIBILITIES

1. The Hospital agrees to serve as a cooperating agency with Marshall in the development and implementation of clinical education programs for its students, residents and/or clinical fellows and shall provide clinical and/or observational opportunities as well as the clinical facilities and equipment necessary for the conduct of such programs.
2. The Hospital shall provide the students, residents, and/or clinical fellows participating in the clinical rotations, whenever possible, access to the cafeteria and other facilities when appropriate.

3. The Hospital shall provide adequate on-call rooms, appropriate sleeping quarters and appropriate food service for students, residents and/or clinical fellows on duty.
4. The Hospital shall provide ancillary services (lab, medical records, phlebotomy services, etc.) in a manner appropriate to and consistent with educational objectives and patient care.
5. In the event a student/resident or fellow is involved in the exposure to blood borne pathogens, chemicals, or other occupational hazards, hospital 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 CHH and Marshall. Any costs associated with medical treatment may be at the student/resident/fellows own expense.
6. The Hospital reserves the right to require the immediate withdrawal from the hospital rotation any student, resident and/or clinical fellows whose health, performance and/or behavior is deemed detrimental to well-being of patients, employees or physicians, to the orderly operation of the Hospital, or to the achievement of the stated objectives of the program. The Hospital shall promptly provide written notice to the Office of Academic Affairs or to the appropriate residency director and the Office of Graduate Medical Education, as applicable, in the event of a withdrawal pursuant to this paragraph.
7. The Hospital shall advise Marshall of any changes in its personnel, operation, or policies, which may affect the clinical education programs.
8. The Hospital agrees to provide clinical experience, which meets the standards of recognized professional associations, governmental or state agencies, if applicable.
9. The Hospital agrees to provide orientation for Marshall's students, residents, clinical fellows and clinical faculty as to its policies and procedures.
10. The Hospital assumes the responsibility and authority for those aspects of patient care, which are customarily provided by acute care hospitals.

C. MUTUAL RESPONSIBILITIES

1. The Hospital shall appoint a representative to serve on the Graduate Medical Education Committee (GMEC) of Marshall. The hospital representative will be a full voting member of the committee and have input into the policies and procedures of the Graduate Medical Education program at Marshall. A current description of the duties and responsibilities of the Graduate Medical Education Committee is attached to this Agreement as Attachment 1 and incorporated by reference. Revisions in the description shall be communicated in writing to the Hospital's representative prior to their effective date.
2. Marshall and Cabell Huntington Hospital will maintain appropriate accreditation with their respective agencies (LCME, ACGME, JCAHO) and be in compliance with the requirements and demonstrate efforts to correct and be in compliance with any citation related to these standards.
3. Marshall and CHH 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/resident/fellow 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.
4. The Hospital and Marshall shall determine, in advance, the number of students, residents and/or clinical fellows and the specific educational programs that the Hospital can accommodate.

5. The Hospital and Marshall shall establish separate and specific program agreements for educational experiences that routinely utilize clinical facilities at the Hospital.
6. Marshall and the Hospital shall meet annually to establish the salaries and benefits for residents and clinical fellows for the upcoming year. Upon receipt of an invoice the Hospital shall reimburse Marshall the agreed upon per resident amount on a monthly basis. Upon request, Marshall shall provide documentation supporting the invoice. The payment of the monthly invoice shall not modify the status of the resident or clinical fellow or expand the responsibilities of the parties for the management and control of the residents or clinical fellows as provided herein.
7. The Hospital 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.
8. The Hospital 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.
9. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or to contract with other hospitals or educational institutions on either a limited or general basis while this Agreement is in effect.
10. 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 residents or clinical fellows shall be referred to the Office of Graduate Medical Education.
 - d. Issues related to the behavior and/or performance of students shall be referred to the Office of Academic Affairs.
11. This Agreement is not a third-party beneficiary contract, and confers no rights upon any students, residents, clinical fellows or employees of the parties. In particular, the students, residents and/or clinical fellows assigned to the Hospital shall not be considered as employees of the Hospital and shall not be covered, by virtue of this Agreement, by any of the Hospital'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.

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. In the event that either Hospital or Marshall prematurely terminates this Agreement, it is agreed and understood that both parties will cooperate and direct their best efforts to bring about an orderly phase down of the residency programs so as to enable all of the residents who are then enrolled in the residency programs to complete their residency training.
6. 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:

President & CEO*
Cabell Huntington Hospital, Inc.
1340 Hal Greer Blvd
Huntington WV 25701
*copy to VP Medical Affairs

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

7. 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.
8. 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.

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.

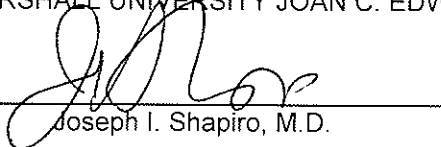
CABELL HUNTINGTON HOSPITAL, INC.

BY: 
Brent A. Marsteller

Its President & CEO

DATE: 7/10/12

MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE

BY: 
Joseph I. Shapiro, M.D.

Its Dean

DATE: 6-21-12

1992

Revised:
04/2002
03/2010
07/2012

GOVERNANCE OF RESIDENCY PROGRAMS

Joan C. Edwards School of Medicine and its affiliated hospitals are dedicated to providing residency training to qualified applicants. Marshall also offers select fellowship programs in the Department of Internal Medicine. All residency programs must maintain accreditation with the Accreditation Council of Graduate Medical Education Programs (ACGME) and meet the essentials as set forth by the ACGME and its respective Residency Review Committees (RRC).

GRADUATE MEDICAL EDUCATION COMMITTEE

A committee known as the Graduate Medical Education Committee (GMEC) is responsible for monitoring all aspects of Marshall's residency programs. In addition to the committee chair, who is appointed by the Dean, the committee membership is made up of program directors, peer selected resident representatives, the Associate Dean for External Affairs and representatives from affiliated community hospitals.

The GMEC meets every other month or more often if deemed necessary. Minutes of all meetings are recorded and reported to the Dean's Advisory Committee. Any new policies and procedures, and/or regulations emanating from the GMEC are reviewed and presented to the Dean's Advisory Committee. The chairperson of the GMEC meets with the Dean to discuss administration of the residency programs. The GMEC develops policies and procedures applicable to all residents, regardless of specialty. Individual programs may develop additional policies and procedures but they must not contradict or supersede the policies developed by the GMEC.

The Office of the Dean is responsible for initiating affiliation agreements with community hospitals and for the remuneration of resident stipends and benefits. The GMEC provides counsel to the Dean as to the resident amenities needed at each institution.

| 2012-2013 RESIDENT STIPENDS | | | | | |
|------------------------------------|-------------|-----------------|--------------|-------------------------|-----------------------------------|
| Post Graduate Level | BASE SALARY | FRINGE BENEFITS | ANNUAL TOTAL | MONTHLY TOTAL (Billing) | MONTHLY TOTAL (RESIDENT CONTRACT) |
| 1 | \$50,000.00 | \$22,500.00 | \$72,500.00 | \$6,041.67 | \$4,166.67 |
| 2 | \$51,000.00 | \$22,950.00 | \$73,950.00 | \$6,162.50 | \$4,250.00 |
| 3 | \$52,000.00 | \$23,400.00 | \$75,400.00 | \$6,283.33 | \$4,333.33 |
| 4 | \$53,000.00 | \$23,850.00 | \$76,850.00 | \$6,404.17 | \$4,416.67 |
| 5 | \$54,000.00 | \$24,300.00 | \$78,300.00 | \$6,525.00 | \$4,500.00 |
| F-1 | \$53,000.00 | \$23,850.00 | \$76,850.00 | \$6,404.17 | \$4,416.67 |
| F-2 | \$54,000.00 | \$24,300.00 | \$78,300.00 | \$6,525.00 | \$4,500.00 |
| F-3 | \$55,000.00 | \$24,750.00 | \$79,750.00 | \$6,645.83 | \$4,583.33 |
| F-4 | \$56,000.00 | \$25,200.00 | \$81,200.00 | \$6,766.67 | \$4,666.67 |

Cabell Huntington Hospital will pay for half the bonuses for residents in Internal Medicine, Medicine/Pediatrics, and Surgery and the full bonus for Family Practice, Ob/Gyn, Orthopaedics and Pediatrics.