



**AFFILIATION AGREEMENT**

**By and Between**

**Marshall University Joan C. Edwards School of Medicine and Logan Regional Medical Center**

THIS AGREEMENT made this 22nd day of February, 201~~2~~<sup>3</sup>,  
by and among MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE and  
UNIVERSITY PHYSICIANS & SURGEONS., (hereinafter referred to as "Marshall") and LOGAN  
REGIONAL MEDICAL CENTER, (hereinafter referred to as "Hospital").

WHEREAS, the Marshall University School of Medicine has been created to provide educational and training opportunities directed to undergraduates to become Doctors of Medicine and to post-graduates 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 implement said clinical education programs and desires to participate in the education of Marshall's students and residents; 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 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 to 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 and implementation of the clinical education programs for its students and residents 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, other than its established, standard process for assuring medical quality via peer review. 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 designated program supervisor of its planned schedule of student and/or resident assignments, including the names of the students and/or residents, their respective levels of academic preparation, and the length and dates of each resident's participation in the clinical rotations at the Hospital.
5. Marshall shall refer to the Hospital only those students and residents who have satisfactorily completed program requirements and curriculum and who have met all requirements for immunizations and other health and safety requirements as defined by Hospital policies.
6. Marshall shall be responsible for the residents' scheduling and for monitoring to ensure that hours worked do not exceed accepted guidelines.
7. Marshall will provide participating students and residents professional liability insurance coverage in limits of \$1,000,000 per occurrence for each student and resident participating in the program, this includes legal defense and tail policy; and
8. Marshall shall advise students and residents 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 and residents health, safety, and other policy information, which the Hospital shall make available to Marshall from time to time.
9. Marshall shall ensure that students and residents maintain confidentiality of patient records in accordance with applicable law, including the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated pursuant thereto ("HIPAA"). Also, Marshall will ensure that students and residents are aware of the necessity of such confidentiality including the legal requirements therefore.
10. Marshall shall inform students and residents that they must provide their own transportation, room and board while participating in the clinical rotations at the Hospital.

11. Marshall shall establish and maintain ongoing communications with the program supervisor 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. On-site visits may be arranged when feasible.
12. Marshall shall immediately notify the Hospital about any physical, mental or emotional problem, including chemical dependency, which would serve to impair the student's or resident's 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 of any action taken because of substandard academic or clinical performance of any student or resident.

#### B. HOSPITAL'S RESPONSIBILITIES

1. The Hospital shall designate members of its staff who will be responsible for the supervision, planning and implementation of the clinical education programs.
2. The Hospital agrees to serve as a cooperating agency with Marshall in the development and implementation of clinical education programs for its students and residents, and shall provide clinical and/or observational opportunities as well as the clinical facilities and equipment necessary for the conduct of such programs.
3. The Hospital shall provide the students and residents participating in the clinical rotations, whenever possible, access to the Hospital's library and cafeteria facilities when appropriate.
4. Hospital shall following existing protocols to address exposure to blood borne pathogens, chemicals or other occupational hazards including access to immediate and appropriate medical care/follow-up. Student/Residents shall be required to adhere to hospital and school policy to complete reporting requirements. Any costs associated with medical treatment/follow-up will be at the student/resident's own expense.
5. The Hospital reserves the right to require the immediate withdrawal from the hospital rotation any student and/or resident whose health, performance or conduct is deemed detrimental to patients, employees or physicians well being or to the achievement of the stated objectives of the programs.
6. The Hospital shall advise Marshall of any changes in its personnel, operation, or policies, which may affect the clinical education programs.
7. The Hospital agrees to provide clinical experience, which meets the standards of recognized professional associations, governmental or state agencies, if applicable.
8. The Hospital agrees to provide orientation for Marshall's students, residents and clinical faculty as to its policies and procedures.
9. The Hospital reserves the right to request information regarding academic or clinical performance of students and residents assigned to Hospital.

10. The Hospital reserves the right to approve all student and resident assignments and to approve the number of assigned students and residents.
11. The Hospital assumes the responsibility and authority for those aspects of patient care, which are customarily provided by acute care hospitals.

### C. MUTUAL RESPONSIBILITIES

The Hospital and Marshall shall establish the educational objectives for the clinical education programs, devise methods for their implementation, and continually evaluate to determine the effectiveness of the clinical education programs.

1. Marshall and Logan Regional Medical Center 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.
2. The Hospital and Marshall shall determine, in advance, the number of students and residents and the specific educational programs/residencies, which the Hospital can accommodate.
3. The Hospital and Marshall shall establish separate and specific program agreements for educational experiences that routinely utilize clinical facilities at the Hospital.
4. The Hospital and Marshall hereby warrant that each party is, and shall continue to be, in compliance with the Civil Rights Act of 1964, The Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, as well as the applicable 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. The Hospital and Marshall shall have 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 hospitals or educational institutions on either a limited or general basis while this agreement is in effect.
7. This agreement is not a third-party beneficiary contract, and confers no rights upon any students, residents or employees of the parties. In particular, the students and residents 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, unemployment compensation, medical liability coverage, 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. This agreement will be automatically terminated if either party is debarred or excluded from participation in Medicare, Medicaid or any other federal program. Each party agrees to give the other written notice of such debarment exclusion or suspension, or threat thereof within two (2) business days.
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:  

Logan Regional Medical Center 20 Hospital Drive Logan WV 25061	Marshall University Joan C. Edwards School of Medicine 1600 Medical Center Drive Huntington, WV 25701-3655
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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.

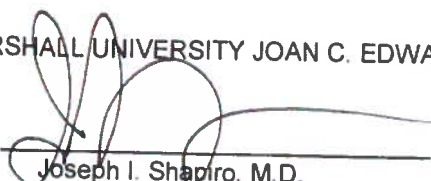
IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby, have caused this agreement to be duly executed the date and year first above written.

LOGAN REGIONAL MEDICAL CENTER

BY   
John Walker  
Its CEO

Date: 2/25/2013

MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE

BY   
Joseph I. Shapiro, M.D.

Date: 2-22-13

Its: Dean

12/1/12

## Appendix A

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### MEDICAL STUDENT ROTATION CRITERIA

Prior to coming to LOGAN REGIONAL MEDICAL CENTER for clinical rotation, STUDENTS must have completed the didactic material in preparation for their clinical rotation and must have completed their second year of medical education. STUDENTS must have had adequate classroom training prior to arrival for clinical training. LOGAN REGIONAL MEDICAL CENTER staff shall at its sole discretion make the determination as to whether STUDENTS are adequately prepared for acceptance of clinical rotation at LOGAN REGIONAL MEDICAL CENTER. LOGAN REGIONAL MEDICAL CENTER will notify SCHOOL immediately of any STUDENT it deems not to be adequately prepared.

SCHOOL will recommend only those STUDENTS who have successfully completed the prerequisite courses and didactics, have completed at least two (2) years of medical education, have maintained a passing grade in all courses, have completed an acceptable criminal background check as set forth in Appendix C, and meet the immunization requirements outlined in Appendix B (Health Screening and Prerequisite Checklist). Appendix B must be signed by an appropriate SCHOOL official, certifying that all STUDENTS recommended to LOGAN REGIONAL MEDICAL CENTER meet all of the above criteria. Prior to the beginning of the rotation, SCHOOL will provide LOGAN REGIONAL MEDICAL CENTER with a copy of the Objectives for each STUDENT and a checklist that indicates which skills that STUDENT has completed in a clinical setting.

All required paperwork must be completed and evidence of immunization requirements as outlined under Section I.C. of the Agreement must be submitted to the LOGAN REGIONAL MEDICAL CENTER, 30 days prior to the first day of the rotation.

All STUDENTS must report to the Clerkship Coordinator and know their assigned area.

STUDENTS who report to LOGAN REGIONAL MEDICAL CENTER for clinical rotation who do not meet all of the requirements and qualifications outlined in this Appendix A and the Agreement will not be allowed to start his/her clinical rotation and will be asked to leave.

Any STUDENT leaving his or her assigned area on the LOGAN REGIONAL MEDICAL CENTER premises without approval of the LOGAN REGIONAL MEDICAL CENTER Supervisor at LOGAN REGIONAL MEDICAL CENTER's election may be asked to leave LOGAN REGIONAL MEDICAL CENTER immediately and will not be allowed to return for further clinical rotations.

STUDENTS must wear an identification badge with photograph issued by LOGAN REGIONAL MEDICAL CENTER at all times during participation in any training or educational experience at LOGAN REGIONAL MEDICAL CENTER.

The PROGRAM will be at the discretion of LOGAN REGIONAL MEDICAL CENTER and in accordance with the regulations of the National Accrediting Agency for the PROGRAM.

# Appendix B: Marshall University Joan C. Edwards School of Medicine

Please return this form to:

Diane Alcorn, RN  
 MUSOM Family Medicine, 1600 Medical Center Drive, Suite 1500, Huntington, WV 25701

Phone: 304-691-1110  
 Fax: 304-691-1153

**\*\*Completed physical form and all required blood titer value reports must be received before July 1)\*\***

## STUDENT PHYSICAL EXAMINATION AND IMMUNIZATION FORM

Student Name: \_\_\_\_\_ Date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
**LAST** **FIRST**  
 Address: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
 Email Address: \_\_\_\_\_

1. The following immunities are verified by	<b>BLOOD TITER: (IgG Lab Values must be attached)</b>	
Immunization Dates	TITER Date & Result (Positive or Negative)	If negative titer, Reimmunization date
Rubella (German Measles): ____/____/____; ____/____/____	_____	____/____/____
Rubeola (Measles): ____/____/____; ____/____/____	_____	____/____/____
Mumps: ____/____/____; ____/____/____	_____	____/____/____
Varicella(Chicken Pox): ____/____/____; ____/____/____	_____	____/____/____
<b>HEB B</b>		<i>Hep. B Surface Antibody Results</i>
Hepatitis B Series Dates: ____/____/____; ____/____/____; ____/____/____		_____
(Titer MUST be drawn after completion of series. If negative titer, student must have additional immunizations)		

2. Tuberculosis: PPD (Mantoux) (Tine not accepted) Date \_\_\_\_/\_\_\_\_/\_\_\_\_ **(Most recent must be after Jan. 2013)**  
 Negative  Positive **(If positive, please indicate the date and results of the most recent chest x-ray and whether or not any therapy has been initiated)** \_\_\_\_\_

3. Immunizations:

Tetanus-Diphtheria Dates \_\_\_\_/\_\_\_\_/\_\_\_\_; \_\_\_\_/\_\_\_\_/\_\_\_\_; \_\_\_\_/\_\_\_\_/\_\_\_\_; \_\_\_\_/\_\_\_\_/\_\_\_\_ Tdap \_\_\_\_\_ Date \_\_\_\_\_  
*(If most recent Td > than 2 years Tdap required)*

Polio **(min. 3 required)** Dates \_\_\_\_/\_\_\_\_/\_\_\_\_; \_\_\_\_/\_\_\_\_/\_\_\_\_; \_\_\_\_/\_\_\_\_/\_\_\_\_; \_\_\_\_/\_\_\_\_/\_\_\_\_ *(Date of last immunization)*

**If there is a contraindication to a required immunization please document reason.**

4. Does this student have any acute or chronic health problems?  No  Yes  
 If yes, please explain: \_\_\_\_\_

5. Is this student at high risk for a treatable condition (e.g., hypertension, diabetes, and hypercholesterolemia)?  
 No  Yes If yes, please explain: \_\_\_\_\_

Physical Examination: (For matriculating students only)

I have performed and recorded a physical examination and the medical history of the above named student which failed to reveal any health impairment which may be of potential risk to patients or which might interfere with the performance of his/her duties nor any habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which alter mood or behavior.

\_\_\_\_\_  
 Signature of Physician                      Print Name                      Address                      Date



## Appendix C

### Policy for Background Checks for MUJCESOM and Visiting Students

In accordance with the Marshall University and in keeping with the AAMC Group on Student Affairs Recommendations regarding Criminal Background Checks (2005), Marshall University Joan C. Edwards School of Medicine will conduct background checks on medical students. Though the AAMC is working on a centralized system of background checks for all medical schools anticipated for students starting in 2008 (Class of 2012), requirements from our affiliated institutions necessitate the need to begin background checks on students directly involved in patient care (i.e., third year clinical clerks). The long term goal of this policy is to establish background checks that are initiated as part of the post-acceptance matriculation process. For general principles guiding the development and implementation of this policy, refer to Marshall University Board of Governors Policy, Appendix B: Procedures for Student-Related Background Checks.

The Office of Student Affairs is the administrative office responsible for the implementation of this policy on background checks. All records obtained as a result of a background search will be maintained in a file separate from the students' academic file and will be held in strict confidence. Actual documents will not be circulated or divulged; rather results will be summarized for those who have a need to know. That is, upon request, written documentation will be provided indicating that the student has been screened and cleared of any history of criminal convictions. This policy will apply to transfer and visiting students. Transfer and visiting students must provide written documentation of clearance from their LCME-accredited institution or undergo clearance via the mechanisms established herein prior to clinical assignment.

This policy specifically pertains to criminal background checks. In those instances when a teaching site requires a urine drug screen of students before placement, students will obtain this laboratory test through their primary care physician who will provide a statement of clearance, or lack thereof that can be provided to the teaching site requesting the information.

Adverse information obtained as a result of a background screen will not be an automatic bar to admission or to placement in a clinical setting. Adverse events of particular concern will be crimes against persons. That is, convictions or pending charges associated with:

- Repeated disturbing the peace
- Aggravated assault
- Domestic violence
- Drug possession or distribution
- Sexual crimes including sexual harassment

- Contributing to the delinquency of a minor
- Repeated alcohol or drug related offenses

Failure to have indicated criminal convictions on medical school application materials will put the student at risk for immediate dismissal based on a false application.

### **Procedure for Background Checks for MUJCESOM Students**

1. In preparation for clinical clerkships, students must undergo a background check by a reputable screening agency selected by the school to include:
  - Social Security Validation and Verification
  - County Criminal Records Search (for last 7 years of residence)
  - Federal Criminal Records Search
  - Search of Sexual Offender Registry
  - Healthcare Fraud and Abuse Scan
2. Student is notified that the background check is required and signs a release authorizing the background check, including the release of the report to the school. Background checks will be conducted using a web-based format established by a reputable screening agency. Students will provide the information necessary to obtain the check (e.g., all names used, previous addresses, social security number) and is responsible for payment of the fee (to be determined but estimated to be from \$50-\$85).
3. Results are provided to the student and the Office of Student Affairs via the web-based portal provided by the screening agency. It is at this step that the student has the opportunity to confirm the accuracy of the information obtained in the report. Appropriate web-based security measures will be in place to assure the confidentiality of the report. For purposes of security, reports will never be transmitted by email.
4. Upon receipt of the report which has been confirmed for accuracy by the student, the Office of Student Affairs will review the findings. In cases in which an adverse event is identified, consideration will be given on a case by case basis of the (a) nature, circumstances and frequency of offense, (b) length of time since the offense and (3) documented successful rehabilitation.
5. If the Associate Dean of Student Affairs determines that further action is warranted, the report, along with recommended actions, will be brought to the attention of the Dean of the Medical School. Actions by the Dean can include, but will not be limited to, a determination that (1) no further action is warranted, (2) further investigation is warranted or (3) the student will be referred to Academic Standards Committee.

6. If an adverse event is to be pursued, the student is notified by certified mail of the adverse action and his or her rights.
7. If referred to Academic Standards, the committee will review the data taking into account the (a) nature, circumstances and frequency of offense, (b) length of time since the offense and (3) documented successful rehabilitation. Academic Standards will forward its recommendations to the Dean of the Medical School.
8. After review by the Dean, the student will be informed about the outcome. The outcome may include, but is not limited to, dismissal from medical school.
9. The decision of the Dean is final and the student will be notified of his or her rights to due process.
10. The student will have 10 days to notify the Dean of his or her decision to appeal the decision. The order of appeal will be to the Academic Standards Committee, the Dean of the Medical School (who is at liberty to obtain counsel from the Deans Advisory Committee), and the President of the University.

Approved and implemented 2006



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