



SCHOOL AFFILIATION AGREEMENT

This Agreement is made and entered into as of this 1st day of January, 2013 by and between Marshall University Joan C. Edwards School of Medicine & University Physicians & Surgeons ("School") and Thomas Health System ("Hospital"-check appropriate facility(s) below).

- Thomas Memorial Hospital
- Saint Francis Hospital

WITNESSETH:

Marshall and Thomas Health System 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.

WHEREAS, School offers to enrolled students a degree/ Program in the field of Clinical Training of Medical Students & Residents and

WHEREAS, Hospital manages a comprehensive acute care medical-surgical facility; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed to make its facility available to School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School.

(a) Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (i) orientation of students to the clinical experience at designated Hospital;
- (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at designated Hospital;
- (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with designated Hospital;
- (iv) continuing oral and written communication with designated Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

- (v) supervision of students and their performance at designated Hospital, including adherence to all hospital policies and procedures;
- (vi) participation, with the students, in Hospital's Quality Assurance and related programs;
- (vii) performance of such other duties as may from time to time be agreed to between School and Hospital;
- (viii) School shall provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Department.

(b) Student Statements: School shall require each Program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) Insurance:

- (i) School shall, at School's own expense, with a company acceptable to School and Hospital, carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. If occurrence type liability insurance is not available, School shall purchase claims-made type professional liability insurance covering the same amounts.
- (ii) If School shall have purchased and carried claims made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (i) above, School shall purchase tail professional liability/malpractice insurance coverage covering for a period of three (3) years after such termination or cancellation, to the same extent and amount as the claims made coverage, the acts and omissions of School or Service personnel upon termination of its claims made policy or School otherwise ceases to be insured.
- (iii) School shall at its own expense, carry, maintain and provide workers' compensation insurance, and unemployment insurance for any and all Service personnel assigned to Hospital.
- (iv) For insurance required under clauses (i) and (ii) of this paragraph (c), Hospital shall be named as an additional insured. For all insurance required by this paragraph (c), School shall require that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. In each instance, the insurance carrier shall be reasonably acceptable to Hospital. Service shall provide to hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) Health of Participants: The Hospital will provide emergency first aid in the event of injury while on hospital premises. In no event, shall hospital be financially or otherwise responsible for said medical care and treatment, with the exception of blood-borne pathogen exposure. Program Participants will present documentation of the following health records on the first day of their educational experience at Hospital (Program Participants will not be allowed to commence experiences until all records are checked off):

- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
- (ii) Proof of Rubella and Rubella immunity by positive antibody titers or 2 doses of MMR; and
- (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and