



## AFFILIATION AGREEMENT

By and Between

**Marshall University Joan C. Edwards School of Medicine and  
Huntington Surgery Center, Limited Partnership d/b/a Cabell Huntington Surgery Center**

THIS AGREEMENT made this 1st day of September, 2012, by and among THE MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE (hereinafter referred to as "Marshall") and HUNTINGTON SURGERY CENTER, LIMITED PARTNERSHIP d/b/a CABELL HUNTINGTON SURGERY CENTER (hereinafter referred to as "Surgery Center").

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 Surgery Center 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 Surgery Center 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 Surgery Center 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 Surgery Center, 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 Surgery Center premises pursuant to this Agreement. It is agreed and understood that the Surgery Center shall not exercise any control or have the right to control the professional medical decisions of the residents and/or clinical fellows as long as the Surgery Center Bylaw, policies and procedures are followed. 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 Surgery Center 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 Surgery Center. Marshall shall provide to the Surgery Center 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 Surgery Center's credentialing policies and procedures. Such participation shall be coordinated through the Administrator of the Surgery Center.
5. Marshall shall refer to the Surgery Center only those students, residents and/or clinical fellows who have satisfactorily completed the prerequisite didactic and where appropriate clinical portion of the curriculum.
6. Marshall shall be responsible for assuring students, residents and/or clinical fellows comply with the Surgery Center's personnel health standards prior to commencement of participation in the programs at the Surgery Center. The Surgery Center'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 Surgery Center 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 Surgery Center'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 Surgery Center.

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 Surgery Center Governing Body.
10. Marshall shall advise the students, residents and/or clinical fellows participating in the clinical rotations at the Surgery Center of their responsibility for complying with the applicable rules and regulations of the Surgery Center and shall provide to the students, residents and/or clinical fellows health, safety, and other policy information which the Surgery Center shall make available to Marshall from time to time.
11. Marshall shall ensure that its students, residents and/or clinical fellows comply with 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 Surgery Center 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 Surgery Center.
13. Marshall shall establish and maintain ongoing communications with Surgery Center Administration and other designated Surgery Center 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 immediately notify the Surgery Center 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 Surgery Center employees or physicians. Also, Marshall shall immediately notify the Surgery Center 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 Surgery Center.
15. Marshall shall ensure resident, clinical fellows and faculty participation in appropriate Surgery Center 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.

## B. SURGERY CENTER'S RESPONSIBILITIES

1. The Surgery Center 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 Surgery Center shall provide the students, residents, and/or clinical fellows participating in the clinical rotations, whenever possible, access to break rooms and other appropriate facilities.

3. In the event a student/resident or fellow is involved in the exposure to blood borne pathogens, chemicals, or other occupational hazards, Surgery Center 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 the Surgery Center and Marshall. Any costs associated with medical treatment may be at the student/resident/fellows own expense.
4. The Surgery Center reserves the right to require the immediate withdrawal from the Surgery Center 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 Surgery Center, or to the achievement of the stated objectives of the program. The Surgery Center Administration 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.
5. The Surgery Center shall advise Marshall of any changes in its personnel, operation, or policies, which may affect the clinical education programs.
6. The Surgery Center will endeavor to provide clinical experience, which meets the standards of recognized professional associations, governmental or state agencies, if applicable.
7. The Surgery Center shall credential the residents through their medical staff privileging process and also agrees to provide orientation for Marshall's students, residents, clinical fellows and clinical faculty as to its policies and procedures.
8. The Surgery Center assumes the responsibility and authority for those aspects of patient care, which are customarily provided by surgery centers.

#### C. MUTUAL RESPONSIBILITIES

1. Marshall and the Surgery Center will maintain appropriate accreditation with their respective agencies (LCME, ACGME, TJC) 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 the Surgery 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.
3. The Surgery Center and Marshall shall determine, in advance, the number of students, residents and/or clinical fellows and the specific educational programs that the Surgery Center can accommodate.
4. The Surgery Center and Marshall shall establish separate and specific program agreements for educational experiences that routinely utilize clinical facilities at the Surgery Center.
5. The Surgery Center 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.
6. The Surgery Center 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.

7. 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.
8. 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.
9. 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 Surgery Center shall not be considered as employees of the Surgery Center and shall not be covered, by virtue of this Agreement, by any of the Surgery Center'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 Surgery Center 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:

Administrator  
Huntington Surgery Center  
Limited Partnership  
d/b/a Cabell Huntington Surgery Center  
Huntington WV 25701

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

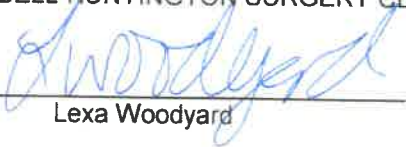
7. A conformed copy of this Agreement with any and all amendments thereto shall be kept in the administrative files of the respective parties for reference.
8. Marshall agrees that until the expiration of four (4) years after the furnishing of services pursuant to the Agreement it shall make available, 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 SURGERY CENTER, INC.

BY   
Lexa Woodyard

Its Administrator

DATE: 9-10-12

MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE

BY   
Joseph I. Shapiro, M.D.

Its Dean

DATE: 9-10-12

1992

Revised:  
**10//2008**  
**9/2012**