



AFFILIATION AGREEMENT
By and Between
Marshall University Joan C. Edwards School of Medicine and
Charleston Area Medical Center, Inc.

THIS AGREEMENT made this 1st day of March, 2012, by and among MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE and UNIVERSITY PHYSICIANS & SURGEONS, (hereinafter referred to as "Marshall") and CHARLESTON AREA MEDICAL CENTER, INC. (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 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 improve patient care in the community 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 and implementation and evaluation 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 assume responsibility for assuring continuing compliance with the educational standards established by professional associations and governmental and state agencies, as applicable.
3. 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. In addition, Marshall shall provide to the Hospital other information necessary in order to credential each resident.
4. 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.
5. Marshall shall be responsible for the residents' scheduling and for monitoring to ensure that hours worked do not exceed accepted guidelines.
6. Marshall will provide participating students and residents professional liability insurance coverage with limits of \$1,000,000 per occurrence for each student and resident participating in the program, this includes legal defense and a reporting endorsement or tail coverage; and
7. 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.
8. 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"). Marshall will also ensure that students and residents are aware of the necessity of such confidentiality including the legal requirements therefore.
9. 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.
10. 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.

11. 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 Hospital's patients, employees, staff 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 at Hospital.
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 follow 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/Resident/Fellows 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/fellows 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 Hospital's patients, employees, staff or physicians 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 the effectiveness of the clinical education programs.

1. 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.
2. Marshall University Joan C. Edwards School of Medicine and CAMC 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 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 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 the 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 or be considered to be 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 relating to its subject matter and shall be effective when executed by both parties for a period of one (1) year. This agreement will be automatically renewed annually in the manner provided herein unless terminated.
2. This agreement may be revised or modified only by signed written amendment of both parties.
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 to such other address as any party hereto may hereinafter designate by written notice to the other party hereto:

Charleston Area Medical Center, Inc.
3200 MacCorkle Ave SE
Charleston WV 25304

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 hereof, 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 under this Agreement through a permitted subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until expiration of four (4) years after the furnishing of such services pursuant to such contract the related organization shall make available, upon written request, to the Secretary of Health and Human Services or, upon written request, to the Comptroller General of the United States, or any of their duly-authorized representatives, the subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of costs for services rendered pursuant to such subcontract. The provisions of this Section shall survive the expiration or termination of this Agreement. If and to the extent that law or governmental regulation shall no longer require this provision, this provision shall be of no force or effect.

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.

CHARLESTON AREA MEDICAL CENTER, INC.

BY Sharon Hall
Sharon Hall

It's Agent

Date 3/16/2012

MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE

BY Robert C Nerhood MD
Robert C. Nerhood, M.D.

It's: Interim Dean

Date 3/9/12

Revised
07/20/93
08/07
02/13/12