AFFILIATION AGREEMENT
By and Between
Marshall University Joan C. Edwards School of Medicine and Pleasant Valley Hospital

THIS AGREEMENT made this 20th day of November, 2012, by and among MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE and UNIVERSITY PHYSICIANS & SURGEONS, (hereinafter referred to as "Marshall") and PLEASANT VALLEY HOSPITAL, (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 postgraduates 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. 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 PVH 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:

   Pleasant Valley Hospital                           Marshall University
   2520 Valley Drive                                    Joan C. Edwards School of Medicine
   Point Pleasant WV  25550                           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.
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.

PLEASANT VALLEY HOSPITAL

BY  
Thomas Schauer  
Its CEO  

11/20/12

MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE

BY  
Joseph I. Shapiro, M.D.  
Its: Dean  

11-27-12  

12/1/12
ADDENDUM 1
TO AFFILIATION AGREEMENT BETWEEN
Marshall University Joan C. Edwards School of Medicine
and Pleasant Valley Hospital

Removal of Section B. 1. Under Hospital Responsibilities:

The Hospital shall designate members of its staff who will be responsible for the supervision, planning and implementation of the clinical education programs.

Replacement Wording shall be added to Section A. Marshall’s Responsibilities as A. 2a:

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.

This addendum will become a permanent part of the affiliation agreement, which came into effect on November 20, 2012, between the two above named parties.

Approved and adopted by Pleasant Valley Hospital

BY Thomas Schauer 12-27-12
Date

Its CEO

Approved and adopted by Marshall University Joan C. Edwards School of Medicine

BY Joseph I. Shapiro, M.D. 1-7-13
Date

Its Dean