MARSHALL UNIVERSITY SCHOOL OF MEDICINE

PSYCHIATRY RESIDENCY TRAINING PROGRAM

LETTER OF AGREEMENT FOR THE COOPERATIVE TRAINING OF RESIDENTS/FELLOWS FROM MARSHALL UNIVERSITY JOAN C. EDWARDS SCHOOL OF MEDICINE (MUSOM) AND RIVER PARK HOSPITAL ("RPH") (Participating Site)

This letter of agreement is an educational statement that sets forth important points of agreement between Marshall University School of Medicine ("MUSOM") and River Park Hospital ("RPH"). This statement of educational purpose does not affect current contracts and institutional affiliation agreements between the two institutions.

This Letter of Agreement is effective from January 1, 2014, and will remain in effect for three (3) years, or until updated, changed, or terminated by the Psychiatry Residency Program and/or RPH. Such changes must be communicated with the MUSOM Office of Graduate Medical Education.

1. Persons Responsible for Education and Supervision

At MUSOM: Suzanne Holroyd, M.D., Psychiatry Residency Program Director

At RPH: Benjamin Lafferty, M.D., Site Director for Psychiatry, Child and Adolescent Psychiatry
Mark Hughes M.D. - Adult Psychiatry
Anthony Park M.D. - Geriatric Psychiatry and Adult Psychiatry

The above mentioned people are responsible for the education and supervision of the residents/fellows while rotating at the Participating Site.

2. Responsibilities

The faculty at the Participating Site must provide appropriate supervision of residents/fellows in patient care activities and maintain a learning environment conducive to educating the residents/fellows in the ACGME competency areas. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at completion of the assignment.
3. Content and Duration of the Educational Experiences

The content of the educational experiences has been developed according to ACGME Residency/Fellowship Program Requirements and are delineated in the attached goals and objectives for each rotation.

As program director, Dr. Suzanne Holroyd is ultimately responsible for the content and conduct of the educational activities at all sites, including RPH. The program director, Participating Site director and the faculty are responsible for the day-to-day activities of the residents/fellows to ensure that the outlined goals and objectives are met during the course of the educational experiences.

Rotations may be in two (2) week blocks, but generally rotations are a month in duration.

The day-to-day supervision and oversight of resident/fellow activities will be determined by the specialty service where they are assigned. Missy Clagg-Browning, Program Coordinator, is responsible for oversight of some resident/fellow activities, including coordination of evaluations, arrangements of conferences, sick leave, annual leave and benefits.

4. Assignments

MUSOM will provide to RPH the name of the resident(s)/fellow(s) assigned to the site, the service they will be training on and other relevant information. Residents/fellows will remain on MUSOM’s payroll; remain eligible for all resident benefits, including annual leave, sick leave, and health insurance, etc. Resident’s will be covered under MUSOM’S malpractice policy in the amount of one million dollars per occurrence. The policy also provides tail coverage and legal defense.

5. Responsibility for supervision and evaluation of residents

Residents will be expected to behave as peers to the faculty, but be supervised in all their activities commensurate with the complexity of care being given and the resident’s own abilities and level of training. Such activities include, but are not limited to the following:

- Patient care in clinics, inpatient wards and emergencies
- Conferences and lectures
- Interactions with administrative staff and nursing personnel
- Diagnostic and therapeutic procedures
- Intensive Care unit or Ward patient care
The evaluation form will be developed and administered by the Psychiatry Residency Program. Residents will be given the opportunity to evaluate the teaching faculty, clinical rotation and Participating Site at the conclusion of the assignment.

6. Policies and Procedures for Education

During assignments to RPH, residents/fellows will be under the general direction of MUSOM’s Graduate Medical Education Committee’s and Psychiatry Residency’s Policy and Procedure Manual as well as the policies and procedures of the Participating Site for patient confidentiality, patient safety, medical records, etc.

7. Authorized Signatures

**RIVER PARK HOSPITAL**

[Signature]

Benjamin Lafferty, M.D.,
Program Site Director

[Signature]

Mark Hughes, M.D., Medical Director

[Signature]

Terry Stephens, CEO

Date 12/14/13

Date 12/14/13

Date 12/11/13

**MUSOM**

[Signature]

Suzanne Holroyd, M.D.
Departmental Chair & Program Director

[Signature]

Paulette Wehner, M.D., DIO
Senior Associate Dean for GME

[Signature]

Joseph Shapiro, M.D.
Dean

Date 11/18/13

Date 11/15/13

Date 11-15-13
Goals and Objectives for the
MUSOM Psychiatry Residency Program

Psychiatry Goals & Objectives:

PGY-1: Full-time for two (2) months (Adult inpatient).
PGY-2: Full-time for four (4) months (2 months Child and Adolescent inpatient; 2 months Geriatric psychiatry inpatient).
PGY-4: Residents may also choose electives, either part time or full time, with Program Director approval.

River Park Hospital: General Psychiatry Adult Inpatient Rotation
PGY1 Residents

Program Goal: Upon completion of the inpatient education experience, the resident will be able to independently diagnose and appropriately manage acute psychiatric illnesses in patients who require hospitalization.

(Core competency addressed by each goal is annotated by letter a, b, c, etc.)

a. Patient Care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health

b. Medical Knowledge about established and evolving biomedical, clinical, epidemiological and social-behavioral) sciences and the application of this knowledge to patient care

c. Practice-Based Learning and Improvement that involves investigation and evaluation of their own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care

d. Interpersonal and Communication Skills that result in effective information exchange and teaming with patients, their families, and other health professionals

e. Professionalism, as manifested through a commitment to carrying out professional responsibilities and boundaries, adherence to ethical principles, and sensitivity to a diverse patient population.

f. Systems-Based Practice, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system of health care, and the ability to effectively call on system resources to provide care that is of optimal value.
Objective I:

To learn and review didactic information necessary to the diagnosis and management of acute psychiatric illnesses requiring hospitalization.
(Core Competencies: a, b, c, d, f)

This information is provided through:

1. Daily rounds and supervision with an attending psychiatrist who is full-time faculty (12-15 hours/week).

2. A weekly lecture/seminar series (Provided at Marshall Psychiatry Department offices)

3. Assigned readings.

4. Unassigned readings.

5. Resident Journal Club (provided at Marshall Psychiatry Department offices).

6. Supervision with assigned attending.

Objective II:

To learn and practice interviewing skills necessary to diagnose correctly and appropriately manage patients with acute psychiatric illnesses.
(Core Competencies: d, e)

This is accomplished through:

1. Interviewing and examining new admissions and patients on daily rounds, periodically conducting interviews under observation.

2. Observation of the attending psychiatrist.

3. Ongoing experience and critique by the attending psychiatrist.

4. Feedback by 360 degree evaluations.

Objective III:

To gain the clinical experience necessary to properly diagnose and manage patients with acute psychiatric illnesses requiring inpatient treatment.
(Core Competencies: a, b, d, e, f)
1. Under the supervision of an attending psychiatrist, and the resident will admit, assess and manage patients on the general adult psychiatry service. Each intern may carry up to ten patients at a given time with the assistance and under the supervision of the attending.

   a. The resident is responsible for a complete admission work-up of each patient admitted to the service. This must include a chief complaint or reason for admission, complete history, review of systems, physical examination, mental status examination, formulation, differential diagnosis and plan of management. Each admission work-up will be reviewed by the attending psychiatrist.

   b. The resident will make the initial clinical decisions, in consultation with the attending who is responsible for the final decisions.

2. Under the supervision of a full-time attending psychiatrist, the resident will participate, and ultimately advance to serve as the leader of a multi-disciplinary team of health care providers, including nurses and assistants, social workers, psychologists, occupational therapists and recreational therapists, to provide acute psychiatric and medical care for patients on the general psychiatry service. This includes leading team meetings and rounds under the guidance and direction of the service attending.

3. Under faculty supervision, the residents will participate in and/or lead family meetings, family therapy sessions, and group therapy sessions.

4. The resident will admit patients on an emergency basis and manage acute/emergency problems on a regular "on-call" basis as assigned. Residents will be supported and supervised on call by an attending psychiatrist.

5. Residents will understand the role of and work with the local community mental health agencies to coordinate care of the chronically mentally ill, both acutely and in follow-up at discharge from the hospital.

6. The residents gain knowledge of the information required by insurance and managed care companies to billing personnel and in cooperation with attending physicians, may talk to companies directly about care needed and provided to their patients.

7. Under guidance and direction of the attending, the resident will learn to coordinate the process of legal commitment, including determinations of dangerousness, need for involuntary hospitalization and testimony at
commitment hearings as well as working with court and community evaluation personnel to assure continued care after discharge or transfer.

Objective IV:

To gain the clinical experience necessary to properly diagnose and manage patients with substance abuse and addictive disorders. (*Core Competencies: a, b*)

1. Under the supervision of a full-time attending psychiatrist, the resident will admit, assess and manage patients with addictive disorders, including those in need of detoxification or in crisis.

   a. The resident is responsible for a complete admission evaluation of each patient. Residents develop skill in the supervision of the lower level residents and students in the management of patients and serve as a resource for systems issues. This must include a chief complaint or reason for admission, complete history, review of systems, physical examination, mental status examination formulation, differential diagnosis and plan of management.

   b. The resident will identify co-morbid presentations of addictive disorders and other psychiatric disorders.

   c. The resident will differentiate among substance abuse, addictions and dependence.

   d. The resident will understand the potential medical, behavioral and societal consequences of substance abuse.

Objective V:

The resident will discharge patients with appropriate aftercare arrangements and will complete the necessary paperwork. (*Core Competencies: f*)

1. The resident will discharge patients at appropriate times and complete all required paperwork for this process.

2. The resident will develop skill in dictating the final hospital summary at the time of discharge, to be reviewed and edited by the attending physician.
River Park Hospital Geriatric Psychiatry Inpatient Service:

PGY-2 residents rotate for a full-time two (2) month rotation in Geriatric Psychiatry at River Park Hospital in Huntington, WV.

Program Goal: Upon completion of the inpatient rotation, the resident will be able to diagnose and appropriately manage acute and chronic psychiatric illnesses in geriatric patients who require hospitalization. The clinical management of geriatric patients with a variety of psychiatric disorders, including familiarity with long term care in a variety of settings to include inpatient, outpatient and long term facility settings.

(Core competency addressed by each goal is annotated by letter a, b, c, etc.)

a. Patient Care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health

b. Medical Knowledge about established and evolving biomedical, clinical, epidemiological and social-behavioral) sciences and the application of this knowledge to patient care

c. Practice-Based Learning and Improvement that involves investigation and evaluation of their own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care

d. Interpersonal and Communication Skills that result in effective information exchange and teaming with patients, their families, and other health professionals

e. Professionalism, as manifested through a commitment to carrying out professional responsibilities and boundaries, adherence to ethical principles, and sensitivity to a diverse patient population

f. Systems-Based Practice, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system of health care, and the ability to effectively call on system resources to provide care that is of optimal value

Objective I:

To learn the didactic information necessary to the diagnosis and management of psychiatric illnesses in the elderly requiring hospitalization. (Core Competencies: b, c)

This is accomplished by:

1. Residents attend relevant didactics in geriatric psychiatry.
2. Individual and direct supervision with the attending geriatric psychiatrist.
Objective II:

Residents will learn the interviewing and examination skills necessary to correctly diagnose and comprehensively treat geriatric patients in the inpatient setting. (Core Competencies: a, b, d, e)

This is accomplished by:

1. The resident will have direct observation and supervision of the attending geriatric psychiatrist.

2. Ongoing experience and critique by the attending psychiatrist

3. The resident will provide a comprehensive evaluation of the geriatric patient including a chief complaint, history of present illness, review of symptoms, physical and functional examination, mental status examination, diagnosis with differential as appropriate, and treatment plan. The attending will review and give feedback on the workup.

4. The resident will attend relevant didactics and seminars.

5. The resident will continue to treat the patient after the evaluation, and manage the care until the patient is discharged, under the supervision of the attending. This includes evaluation and management of acute/emergency problems as they arise in the care of the patient

6. The resident will serve as leader of the multidisciplinary team including rounds and team meetings.

7. This will be under the supervision of the attending.

8. The resident will provide information as required by insurance or community agencies or placements, with regard to the proper HIPAA regulations.

9. The resident will discharge patients at appropriate times and arrange adequate aftercare follow-up.

Objective III:

Residents will develop a positive attitude toward elderly patients with severe or chronic mental illness, who require hospitalization. This includes an understanding of the systems involved in caring for geriatric patients including the mental health system, government agencies, private entities including long term care, home health, hospice among others and the community. (Core Competencies: a, c, e, f)
This is accomplished by:

1. Residents have direct experience with the attending in the care of patients, as well as the interface with the strengths and limitations of the systems of care, the legal system and the community.

2. Residents attend relevant didactics to understand the factors contributing to hospitalization of geriatric psychiatric patients.

**River Park Hospital: Child and Adolescent Psychiatry Inpatient Rotation:**

**PGY2:** Residents rotate full-time for two (2) months

**Goals:**

The goal of training in child and adolescent psychiatry is to provide an educational experience so that residents will gain a high degree of knowledge and skill in the diagnosis and treatment of psychiatric disorders as they present during childhood and adolescence. Residents will demonstrate the ability to form a positive therapeutic alliance with patients, families, and other caregivers. Residents will interact with therapists, case managers, nurses, schoolteacher and classroom aide, recreational therapists and mental health technicians that participate on the treatment team, and realize the importance of a team approach.

Residents will learn to lead the team in the care of the patient. Residents will complete an accurate psychiatric evaluation to include a history of illness, past psychiatric and medical history, review of systems, family and social assessments, developmental history, educational assessment, and formulation of differential diagnoses. Residents will develop individualized treatment plans for each new patient; they will demonstrate these skills in both inpatient and outpatient settings.

Residents will learn and display positive attitudes while working with child and adolescent patients as well as the family unit. Further, they will acquire knowledge of pertinent systems of care to include school, primary medical, juvenile justice, residential treatment, and state and federal governmental agencies that may be involved in such care.
Objectives by Core Competency:

Patient Care:

A. Knowledge: At the conclusion of the inpatient rotation, residents will be able to demonstrate knowledge in the following areas of patient care:

1. Interview of the patient and caregiver(s) in an acute setting.
2. Develop rapport and therapeutic alliance with child and adolescent patients
3. Gather necessary information to complete a comprehensive history including assessment of the presenting problems and the dynamics that bring the patient to an acute care setting
4. Appropriate use of laboratory testing, psychological tests, neurological and medical examinations.
5. Use of Pharmacotherapy by including the appropriate use of medications and other treatments in the context of benefit and consequences for the patient
6. Psychological therapies, including brief, crisis intervention, supportive, family, group, psychodynamic and the use of psychotherapy in combination with pharmacotherapy
7. Social interventions, such as care management in the aftercare of the patient and family including home based, community based, and social service agencies
8. Assessment and treatment methods for substance use
9. Understand the implication of cultural, socioeconomic, ethnic, and sexual dynamics as they impact upon the presentation, assessment, management, and prognosis of adolescent patients

B. Skills: Residents will demonstrate proficiency in the following areas:

1. Perform and document a comprehensive psychiatric history of children, adolescents, adults, families and caregivers including an understanding of the current dynamics which are the subject of the need for acute care:
   - Developmental history
   - Social and educational history
   - Family history
   - Substance abuse history
   - Medical history and review of systems
   - Pediatric neurological examination
   - Mental status examination including assessment of cognitive functioning
2. Based upon the history and examination develops and document:
   - DSM differential diagnosis
   - Case formulation and plan including appropriate laboratory, medical, and psychological examinations
   - Comprehensive treatment plan addressing areas of biological, psychological, and social concern

3. Assess children and adolescents for the potential of self-harm or harm to others including the ability to interview, document, and provide appropriate intervention, including:
   - Risk based on known risk factors
   - Knowledge of procedures and basis for involuntary treatment
   - Intervention to minimize risk or prevention of self harm or harm to others

4. Therapeutic interventions and treatment with patients and families including:
   - Education regarding psychiatric illness, pharmacotherapy and impact on Family, Individual, family, group and other therapies as part of the overall treatment plan.

C. Attitude:

1. Interest in increasing knowledge of current psychiatric literature and standards of practice.

2. Adherence to the requirements of supervision in the care of patients.

3. A desire to maintain the highest standard of ethical and professional behavior in the care of patients.

Medical Knowledge:

Knowledge: Residents will acquire information essential to the principles of child and adolescent psychiatry. Information from didactics, case conferences and self-directed learning are integral to the academic and clinical knowledge. Areas of knowledge include:

1. Development
2. Biological science as related to adolescent psychiatry

3. Clinical science as related to adolescent psychiatry

4. Psychopathology
   - DSM 5 categories
   - Genetic and chromosomal abnormalities
   - Pediatric neurological disorders

5. Assessment
   - Psychological testing
   - Laboratory testing
   - Mental status examination
   - Diagnostic interviewing of patients and families in an acute setting

6. Treatment
   - Biological therapies including psychopharmacology
   - Psychological therapies including individual, cognitive, group, and family

Skills: Residents will participate in didactic sessions, supervision, seminars, and clinical discussions aimed at increasing knowledge in the basis sciences. Requirements include:

   - Attendance and participation in didactic seminars
   - Gathering relevant information as it relates to the psychiatric care of children and adolescents particularly those in acute crisis
   - Ability to apply knowledge in the acute setting to benefit children, adolescents, and their families/caregivers

Attitudes: Residents discuss readings, seminars, and other relevant information in the context of acute care patients. Residents participate in conferences and other settings sharing information gained from the experience of adolescents in an acute care setting

Interpersonal and Communication Skills:

A. Knowledge: Residents are expected to develop skills necessary to communicate effectively with their patients and families particularly in the stress of acute psychiatric illness. As such competency in the following will be assessed:
1. Understanding the concerns of children, adolescents, and their families.

2. Effective communication with patient and families regarding illness, treatment and implications for the child and family.

3. Development of rapport and therapeutic alliance between physician and patient.

4. Development of empathy and compassion toward patients.

5. Communication with allied professionals.

6. Effective communication and participation as part of a multidisciplinary team.

7. Communication with cultural, socioeconomic, and ethnically diverse adolescents.

B. Skills: Residents will develop interpersonal skills and communication appropriate to children and adolescents including:

1. Effective communication with children, adolescents, and families.

2. Acquire information in nonverbal and interpretive methods in a variety of cultural, ethnic, educational, and socioeconomic settings.

3. Create an environment of trust and rapport through caring and compassionate communication and demeanor.

4. Negotiate and communicate on behalf of patients with entities such as insurance and other providers.

5. Speak clearly and plainly to families regarding psychiatric illness and treatment.


7. Participate effectively as a member of a multidisciplinary team.

8. Tolerate and manage the issues of high affect from patients and families.

9. Maintain medical records that are legible, timely, and respectful of privacy and in accordance with the standards of confidentiality.
C. **Attitudes:** Residents demonstrate skills, which enhance patient care and minimize attitudes which potentially detract from it. Specifically:

1. Attitudes of respect including those with differing views or backgrounds.
2. A desire to gain understanding of the thoughts, feelings and reasoning of another person.
3. A belief in the value of all people.
4. Share information in an open manner rather than an opinionated, rigid manner.
5. Self-observation and willingness to confront bias, prejudice, and attitudes contrary to the benefit of patient care.

**Practice Based Learning:**

A. **Knowledge:** The resident will demonstrate:

1. Gaps in knowledge base and willingness to increase competency in those areas.
2. Acquisition of knowledge regarding scientific literature in child and adolescent psychiatry.

B. **Skills:** The resident will monitor knowledge by:

1. Maintaining a log of patients and diagnosis.
2. Review of patient care.
4. Apply the best practices standard to the care of patients in an acute care setting.
5. Integrate information obtained from a variety of sources to the benefit of acutely ill children and adolescents.
C. **Attitudes:** The resident will demonstrate willingness to obtain and apply information from a variety of sources including independent review of literature, supervision, and new clinical approaches.

**Professionalism:**

A. **Knowledge:** Residents will demonstrate:

1. Understanding of the professional code of ethics by the American Academy of Child and Adolescent Psychiatry.

2. Understanding the ethical and legal principles of confidentiality, rights of minors to treatment, abuse, involuntary commitment, consent to treatment, and abandonment.

3. Identification of diversity and the influences on mental health behavior.

B. **Skills:** Residents will demonstrate understanding of:

1. Responsibility of patient care.

2. Ethical care.

3. Respect for patients and colleagues as persons regardless of age, culture, disability, and ethnic background.

4. Assurance of care for patients and termination of treatment so as to avoid inappropriate abandonment of patients and their care.

5. Documentation of consent and release of information and records in accordance with legal and ethical standards.

C. **Attitudes:**

1. Respect and regard for all patients.

2. Responsibility for the highest standard of care.

3. Commitment to the ethical standards of professionalism.

4. Sensitivity and responsiveness to the needs of patients.
Systems-Based Practices:

A. **Knowledge**: The resident will demonstrate knowledge in the following:

1. Systems theory
2. Educational system
3. Social Services
4. Medical system
5. Legal system
6. Community mental health system

B. **Skills**:

1. Communicate effectively with a variety of systems.
2. Provide consultation to a variety of systems
3. Advocate for the patient in those systems

C. **Attitude**: Develop respect for patient and family in the context of involvement with the various systems. Provision of services as close to home as possible, providing the least restrictive environment as possible in the acute crisis, taking into account the cost effective and service utilization restraints.
Exhibit A

Additional Terms and Conditions

1. MUSOM represents that each Resident: (1) has been educated and trained consistent with applicable regulatory requirements and RPH policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as provided herein; (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as determined by MUSOM; and (4) has been oriented to RPH policies and procedures. MUSOM also represents that it evaluates each Resident’s performance, has verified each Resident’s health status as required by his or her duties in connection with the Agreement and as required by all applicable laws and regulations (collectively, “Law”), it has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law and it has evaluated and reviewed each Resident’s references, when applicable. MUSOM shall provide RPH with evidence of compliance with this paragraph upon request.

2. Fraud and Abuse. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself/herself/itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC § 1320a-7b).

3. Access to Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, MUSOM shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If MUSOM is requested to disclose books, documents or records pursuant to this Section for any purpose, MUSOM shall notify RPH of the nature and scope of such request, and MUSOM shall make available, upon written request of RPH, all such books, documents or records. If MUSOM carries out any of the duties of this Agreement through a subcontract with a value of $10,000.00 or more over a twelve (12) month period with a related individual or organization, MUSOM agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements to 42 USC § 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by RPH or MUSOM by virtue of this Agreement.

4. Representations and Warranties. Each party represents and warrants to the other that neither itself nor any of its agents or employees are (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the “Federal health care programs”); (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; or (iii) under investigation or otherwise aware of any circumstances which may result in a party or any of its agents or employees being excluded from participation
in the federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and either party shall immediately notify the other of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give the non-breaching party the right to terminate this Agreement immediately for cause.

5. Confidentiality of Patient Information. MUSOM agrees to protect to the fullest extent required by law the confidentiality of any patient information generated or received by MUSOM, its employees, or agents in connection with the performance of services hereunder. MUSOM specifically acknowledges that in receiving, storing, processing, or otherwise handling records of RPH patients, MUSOM may be bound by federal laws governing addictive disease patients, including 42 C.F.R. Part 2. MUSOM agrees, if necessary, to resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law. MUSOM’s obligation to maintain the confidentiality of RPH patient information shall survive termination of this Agreement.

6. Independent Contractors. In the performance of their respective duties and obligations under this Agreement, it is mutually understood and agreed that the parties are at all times acting as independent contractors, and that neither shall have nor exercise any control or direction over the methods by which the other shall perform their obligations under this Agreement. No agency or employment relationship, partnership, joint venture or other business organization is created hereby. It is expressly agreed by the parties hereto that neither shall have authority to bind the other, and that no work, act, or omission in the performance of their respective obligations under this Agreement shall be construed to make or render either, the servant, agent, employee or partner of the other.

7. Entire Agreement. This contract contains the entire agreement between the parties with respect to the matter covered by this service agreement and no other agreement, statement or promise, whether oral or written, made by any party, or made to any employee, officer or Facility of any party, shall be valid or binding on the other party hereto.

8. Confidentiality of Facility Information. MUSOM understands and agrees that in connection with MUSOM’s agreement with Facility, MUSOM may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged by MUSOM and which may cause Facility to suffer competitively or economically if such information became known to persons outside of MUSOM. Unless legally required to disclose such information, MUSOM agrees to maintain the confidentiality of any confidential information MUSOM acquires during MUSOM’s relationship with Facility, and for as long as such information remains confidential.

9. Non Exclusive Agreement. This Agreement is not exclusive, and either party may contract freely with any other party for the provision of other similar services.

10. Assignment. This Agreement may not be assigned by either party without the express written consent of the other party, and any attempted assignment without such consent shall be deemed void ab initio.
11. **Governing Law.** This Agreement shall be construed in accordance with the laws of the state in which Facility is located.

12. **No Rights of Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any party to this Agreement.