

**OHIO STATE UNIVERSITY WEXNER MEDICAL CENTER and  
MARSHALL UNIVERSITY  
AFFILIATION AGREEMENT FOR  
GRADUATE MEDICAL EDUCATION ROTATIONS**

THIS AFFILIATION AGREEMENT FOR GRADUATE MEDICAL EDUCATION ROTATIONS (Affiliation Agreement) is effective the 1<sup>ST</sup> day of **July, 2017**, between OHIO STATE UNIVERSITY ON BEHALF OF ITS MEDICAL CENTER, 410 West Tenth Avenue, Columbus, Ohio 43210 (hereinafter OSU) and **MARSHALL UNIVERSITY**, (hereinafter AFFILIATE), **1600 Medical Center Drive, Huntington, West Virginia 25701**.

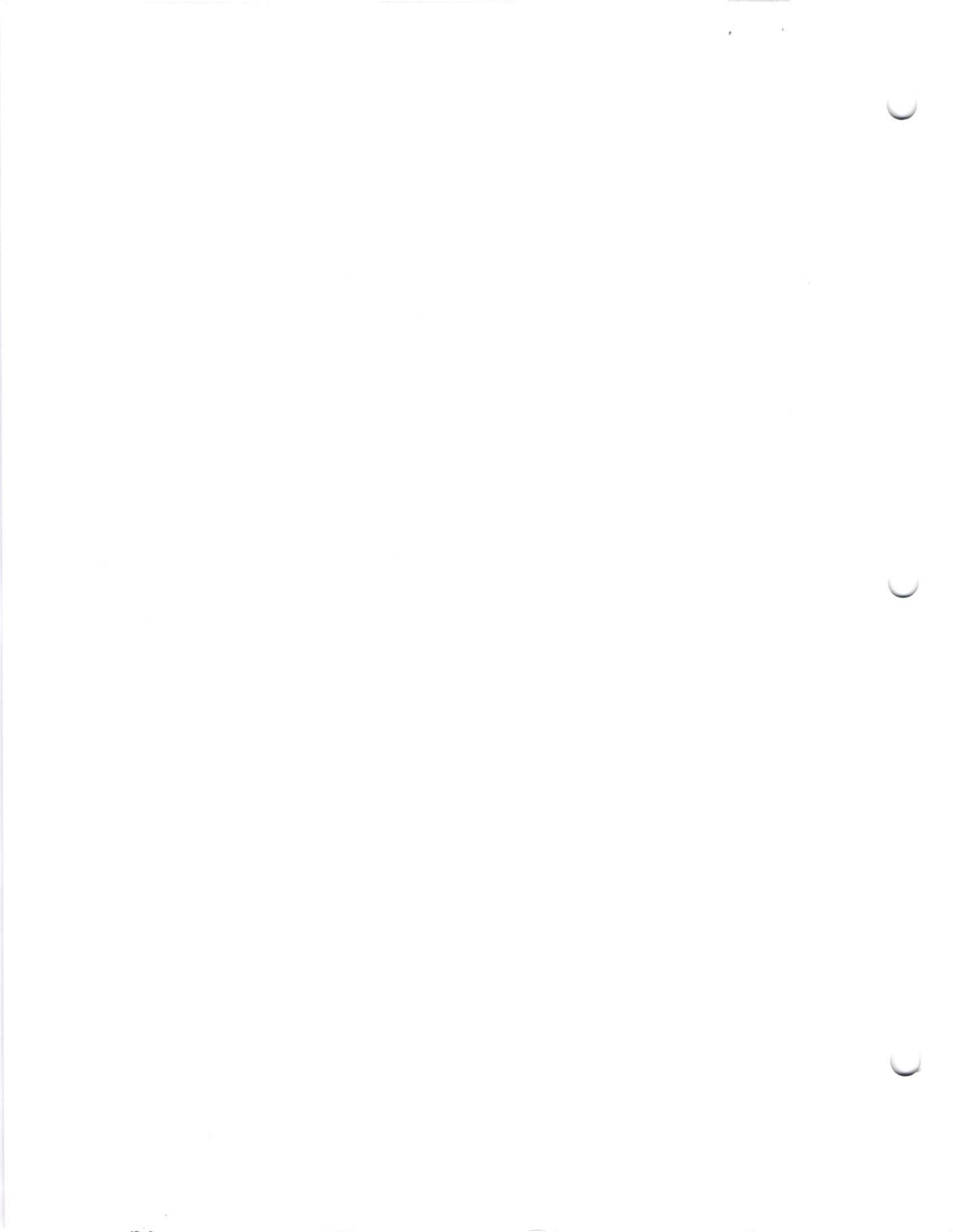
WHEREAS, OSU is committed to and involved in training residents and medical students in fields of medicine; and

WHEREAS, OSU and AFFILIATE enter into this Affiliation Agreement to provide opportunities for the AFFILIATE Resident/Fellows to rotate at OSU in **Hematology & Medical Oncology**.

NOW, THEREFORE, OSU and AFFILIATE agree that:

**A. GME Relationships and Educational Responsibilities.**

1. Responsible Officials. The AFFILIATE Program Director, **Maria Tria Tirona, MD**, will remain responsible for ensuring that the OSU Rotation Director appropriately oversees the administrative, educational and supervisory functions of the rotations while the residents are at OSU.
2. Educational Goals and Objectives. The educational goals and objectives for the elective rotation in **Hematology & Medical Oncology** with **Alison Walker, MD** at OSU are provided in Attachment.
3. Period of Resident Assignment, Financial Arrangements, Insurance and Benefits.
  - a. The AFFILIATE Resident shall rotate at OSU for a period of up to one month.
  - b. The AFFILIATE Resident shall continue to receive his/her salary through the residency program at AFFILIATE. AFFILIATE will continue to employ the rotating residents while at OSU. No funds will be transferred between OSU and AFFILIATE for this rotation.
  - c. Insurance and benefits for residents in AFFILIATE sponsored programs shall be provided through the AFFILIATE. Information concerning the insurance and benefits is communicated to residents as part of the resident contract or the benefit summary attachment to the resident contract.



4. Resident Rotations

- a. The AFFILIATE Program Director shall ensure that the residents are a graduate of an accredited medical school enrolled in a postgraduate medical education program accredited by the applicable accrediting body for which AFFILIATE is the Sponsoring Institution.
- b. Residents rotating through OSU shall be subject to the regulations of the organized Medical Staffs and the medical education policies and standards of OSU.

5. Responsibility for Teaching, Supervision and Formal Evaluation of Residents.

- a. Teaching and Supervision of Residents. The OSU Rotation Director for the **Hematology & Medical Oncology** rotation, **Alison Walker, MD** will be responsible for the overall supervision and teaching of the AFFILIATE resident rotating at OSU. At the discretion of the OSU Rotation Director, other faculty members may be assigned to provide the direct supervision and education of the AFFILIATE resident while at OSU.
- b. Formal Evaluation. The OSU Rotation Director will be responsible for ensuring the proper evaluation of AFFILIATE resident at the conclusion of their rotation at OSU. At the discretion of the Rotation Director, other faculty members who are directly supervising and teaching the resident may be asked to complete evaluations of the AFFILIATE resident.
- c. Policies and Procedures Governing Resident Education.
  1. Policies and procedures governing resident education shall be those of the sponsoring institution for the AFFILIATE Resident/Fellowship Program i.e. AFFILIATE, as set by the sponsoring institution's GMEC.
  2. The Residency Program Director, **Maria Tria Tirona, MD**, at AFFILIATE and the Rotation Director at OSU shall require residents to adhere to all employment, patient care and Corporate Compliance policies of OSU when based at OSU, and with all educational and employment policies of the Residency and Fellowship Programs at OSU.
  3. The Rotation Director at OSU may require an assigned resident to be removed from clinical activities at OSU in the event of an occurrence of an incident deemed serious by the Chief Medical Officer of OSU or the OSU Rotation Director. If such action is taken, it will be immediately communicated to the AFFILIATE Program Director. Such resident shall



refrain from any involvement at OSU until the Residency Program Director and the OSU Chief Medical Officer agree to the resident's return.

4. The resident shall have the right to appeal such a decision as defined in the resident contract for AFFILIATE sponsored programs and the GMEC Manual for AFFILIATE sponsored programs.

**B. Term, Termination and Other Contractually Stipulated Matters.**

Term of Affiliation Agreement. This Affiliation Agreement shall commence on **July 1, 2017** and shall continue in effect until **June 30, 2022**. This Affiliation Agreement may be renewed upon mutual agreement in writing and signed by the parties hereto.

**C. Professional Liability Insurance.**

OSU shall maintain professional liability insurance or a self insurance program covering its facilities and faculty.

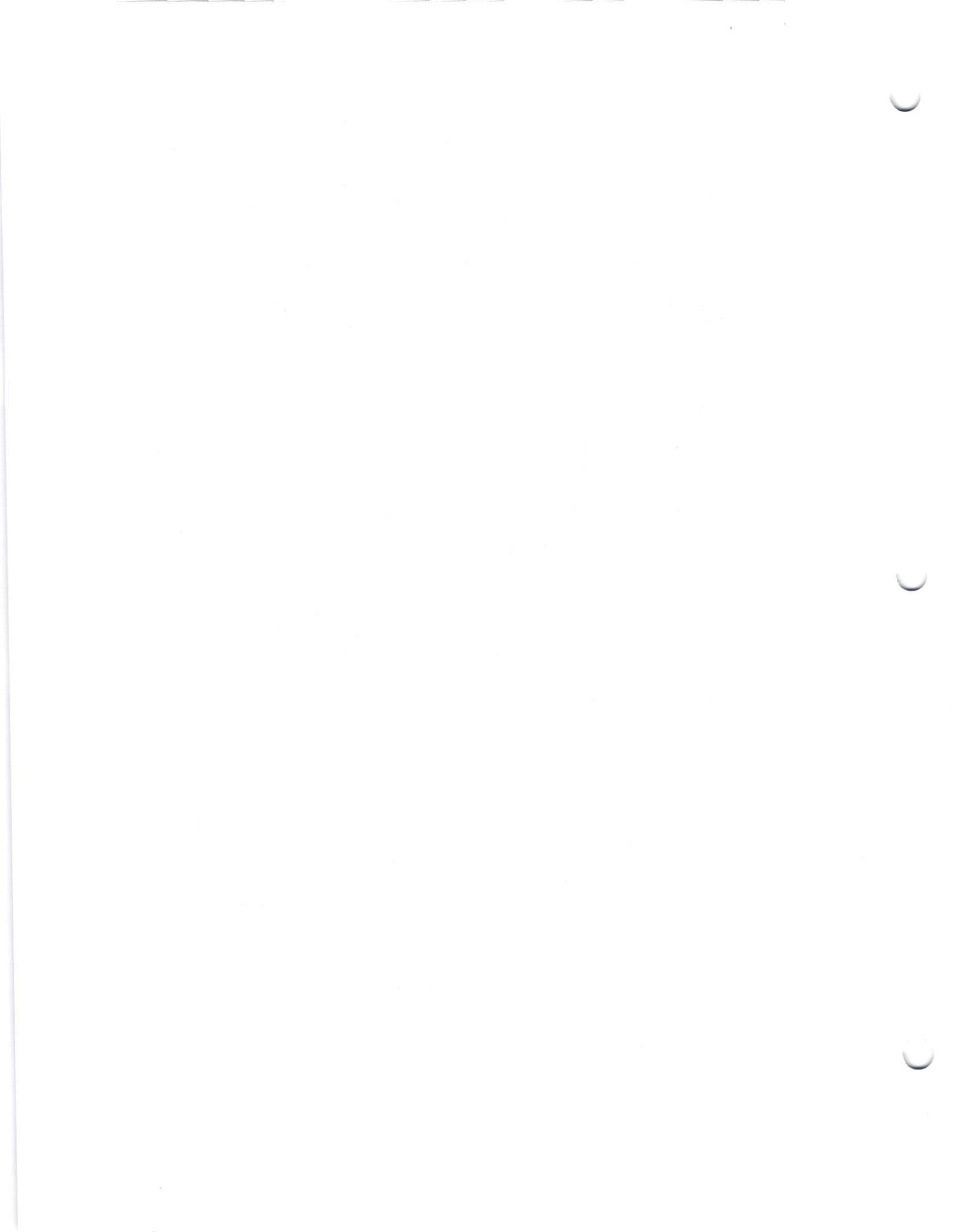
AFFILIATE shall provide insurance coverage for any AFFILIATE resident rotating at OSU for any alleged medical malpractice and/or comprehensive general liability arising from events occurring while the resident is placed at any OSU facilities.

"Facilities" means any place where OSU provides medical care to patients; at which residents treat or administer to such patients and which are under the control of OSU as the result of ownership or supervisory responsibility.

**D. HIPAA Regulations**

The parties acknowledge and agree that all patient identifiable information (the "PHI"), as defined in the 1996 Health Insurance Portability and Accountability Act and the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, (the "Privacy Rule") and other rules issued pursuant thereto (collectively hereinafter referred to as "HIPAA"), exchanged between the parties pursuant to this Agreement is confidential information utilized for purposes of providing treatment to patients without regard to medium of storage or method of transmission of such information. The parties agree to keep all PHI confidential and to comply with the applicable requirements of the Privacy Rule.

It is the intent of the parties to comply with the requirements of HIPAA. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the HIPAA. If necessary, the parties agree to use good faith efforts to amend this Agreement from time to time in order to assure that this Agreement is consistent with HIPAA and regulations promulgated there under. The obligations



of the parties under this Section shall survive the expiration or termination of this Agreement.

**E. Miscellaneous.**

- a. Notice. Any notice, offer, demand or communication required or permitted to be given under any provision of this Affiliation Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered by certified mail, postage and charges prepaid, addressed to the address of the parties set forth below. Either party may change its address for purposes of this Affiliation Agreement by giving the other notice thereof in the manner provided for the giving of notice. Unless otherwise required by the Affiliation Agreement, notices under this Affiliation Agreement shall be directed to the following persons:

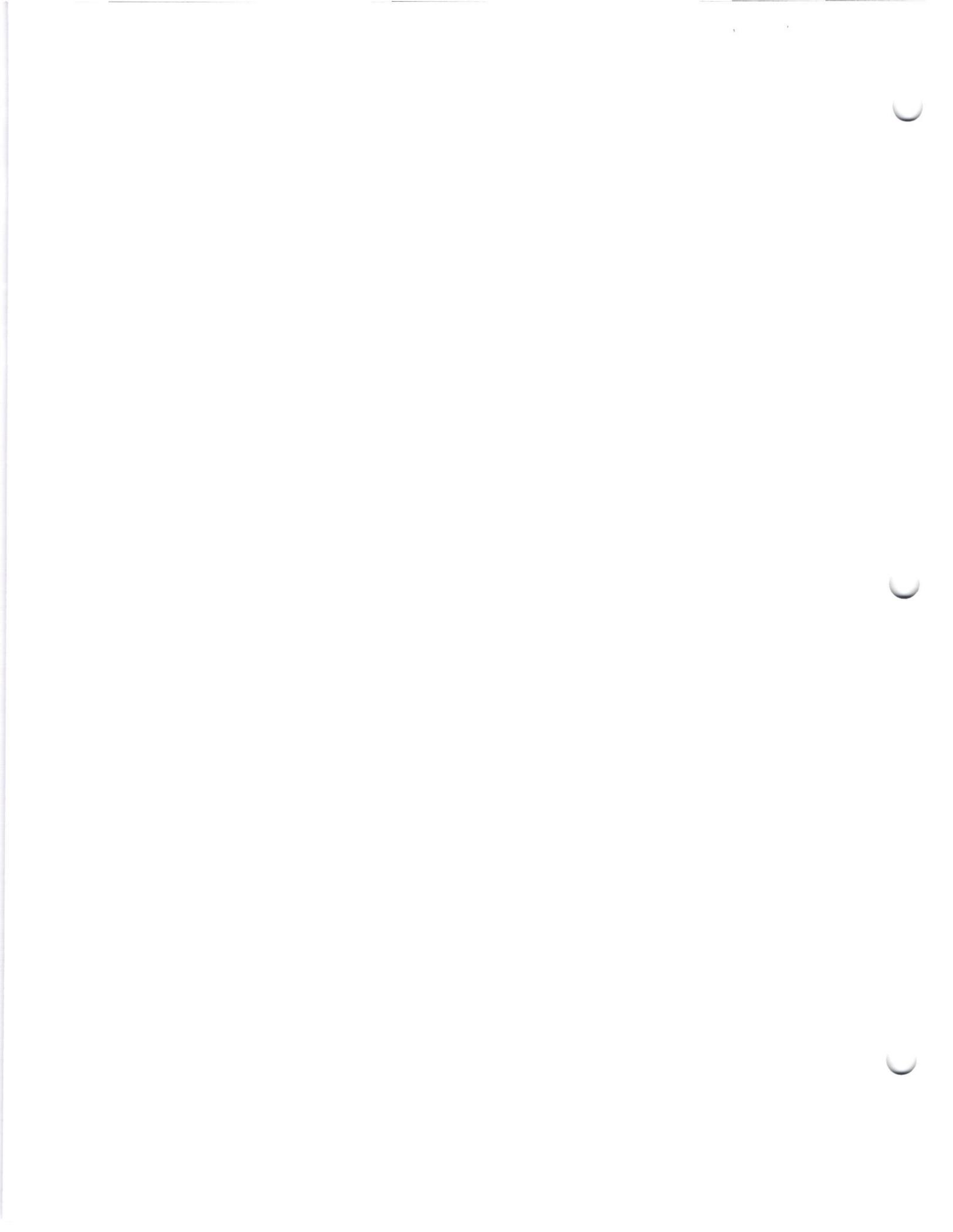
TO OSU: Graduate Medical Education  
Ohio State University  
Wexner Medical Center  
Scott Holliday, MD  
125 Doan Hall  
410 West 10<sup>th</sup> Avenue  
Columbus, Ohio 43210

TO AFFILIATE: Marshall University  
Cindy Dailey  
1600 Medical Center Drive  
Huntington, West Virginia 25701

- b. Governing Law. This Affiliation Agreement shall be construed and enforced in accordance with, and governed by, the laws of the state of Ohio.
- c. Amendments. No amendment or modification to this Affiliation Agreement shall be effective unless the same is in writing and signed by authorized representatives of the parties. Amendments to this Affiliation Agreement shall be effective as of the date stipulated therein.
- d. Assignability. Neither party may assign its rights or obligations under this Affiliation Agreement except with the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.
- e. No Third Party Rights. This Affiliation Agreement is intended solely for the benefit of the Participating Institutions, and it shall not be construed to create any benefits for or rights in any other person or entity, including patients, residents, faculty, employees and their representatives.

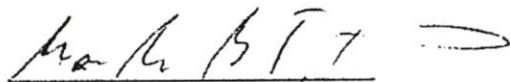


(The remainder of page has been left blank intentionally.)

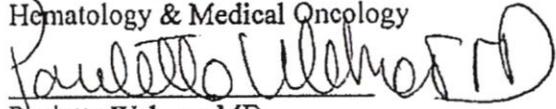


IN WITNESS WHEREOF, the parties have executed this Affiliation Agreement on the date(s) set forth below.

**MARSHALL UNIVERSITY**

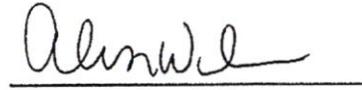


Maria Tria Tirona, MD  
Affiliate Program Director  
Hematology & Medical Oncology

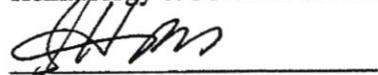


Paulette Wehner, MD  
DIO

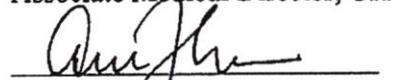
**OHIO STATE UNIVERSITY  
WEXNER MEDICAL CENTER**



Alison Walker, MD  
Program Director  
Hematology & Medical Oncology



Scott Holliday, MD  
Associate Dean for GME/ DIO  
Associate Medical Director, UH



Andrew M. Thomas, MD, MBA  
CMO, Wexner Medical Center

