

Marshall Community Health Consortium  
Program Letter of Agreement

This Program Letter of Agreement (“PLA”) is between the following named Marshall Community Health Consortium and the following named facility and its approved outpatient departments (also known as preferred provider sites) that shall serve as a location for a required educational experience for Consortium’s Internal Medicine Residents (“Participating Site”):

Name of Residency Program: Marshall Health Community Health Consortium Internal Medicine Rural Training Track

Name of Participating Site: Holzer Health Systems and affiliates

Name of Educational Experience: Internal Medicine

This PLA is entered into on August 1, 2021, and is effective until July 31, 2031 (the “Initial Term”). This PLA may be renewed upon mutual agreement of the Consortium Rural Training Track Internal Medicine Residency Program and the Participating Site.

I. Persons Responsible for Education and Supervision

Responsible Persons

1. Jennifer Califato, DO, Internal Medicine Rural Training Track Associate Program Director
2. Kylie Haislop, Site Coordinator, Participating Site

II. Education, Supervision and Evaluation.

A. Consortium Residency Program Responsibilities

1. As the Program Director, Dr. Roy is ultimately responsible for the content of the educational experience and the conduct of all Consortium Residents participating in said education experience.
2. While at the Participating Site, Rural Training Track (RTT) Residents shall receive supervision and instruction from approved Marshall University Joan C. Edwards School of Medicine faculty members (“Faculty”). RTT Residents will ultimately be under the supervision of Faculty at all times.

B. Participating Site Responsibilities

3. The Site Director shall be responsible, in conjunction with the Program Director and Site Coordinator, for the day-to-day supervision and oversight of the Residents. The Site Director and Site Coordinator’s responsibilities include, but are not limited to, the following:
  - a. Scheduling;
  - b. Evaluations;
  - c. Conflict Resolution; and
  - d. Conferences.

Marshall Community Health Consortium  
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4. Consortium Resident evaluations shall be completed in a timely manner by the Program Faculty or Site Director. The form utilized for said evaluation shall be developed by the RTT Program. Additionally, RTT Residents shall have the opportunity to evaluate the Faculty, Site Director, Site Coordinator and Participating Site at the conclusion of the educational experience.
5. The Participating Site understands and agrees to freely release the Resident without any difficulty for their continuity clinic.
6. The Resident will obtain a WV Educational Permit prior to start of rotation and fulfill the credentialing requirements of the participating site.

C. Consortium Resident Duties and Patient Care Responsibilities

7. RTT Residents shall be responsible for initial patient assessments, development of a treatment plan, writing orders, presenting their patient at report, participating in continuity of care visits (hospitalizations, acute visits, monthly well-checks), arranging for patient discharge and completion of discharge summary.
8. RTT Residents shall also complete other appropriately assigned activities such as patient care duties, attendance and/or presentations at conferences or lectures, and administrative tasks.

III. Educational Goals and Objectives. A list of goals and objectives for the required educational experience is attached to this PLA and incorporated herein by reference.

IV. Content and Duration of Educational Experience.

A. Content of Educational Experience

The content of the educational experience has been developed in accordance with the ACGME Residency/Fellowship Program Requirements, the Consortium Internal Medicine Rural Residency Program, and the sponsoring institution.

B. Duration of Educational Experience

PGY2 and PGY3 RTT Residents: shall be at the Participating Site:

- at least a 4-week rotation to be on site 2 days or more out of each week;
- plus, as needed to address acute patient care issues, admissions, and other care necessary to ensure continuity of care.

V. Policies and Procedures.

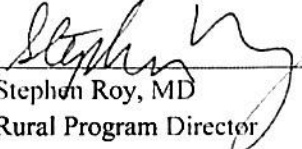
The Consortium's Residency Program policies and procedures, which conform to the ACGME Residency/Fellowship Program Requirements, will govern the RTT Residents at all times during the educational experience. The RTT Residents shall also comply with the rules and regulations of the Participating Site, the Medical Staff By-Laws and all Federal and State laws, rules, and regulation. The sponsoring institution is responsible for the oversight and implementation of all Institutional Requirements.

Marshall Community Health Consortium  
Program Letter of Agreement

[Signature Page]

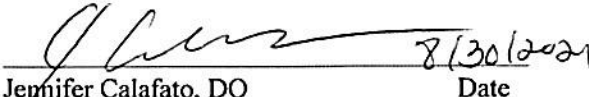
In Witness Whereof, the Parties hereto, through their duly authorized representatives, have entered into this PLA as of the date first written above.

**Marshall Department of Int. Medicine  
Marshall Health**

  
Stephen Roy, MD  
Rural Program Director

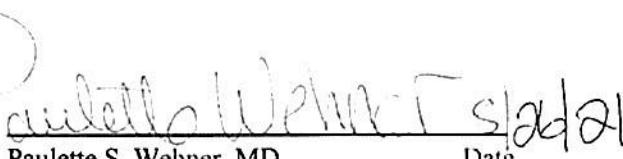
8/24/2021  
Date

**Participating Site: Holzer Health System**

  
Jennifer Calafato, DO  
Rural Site Director

8/30/2021  
Date

**Marshall Community Health Consortium**

  
Paulette S. Wehner, MD  
Vice Dean, GME and DIO

Date

Marshall Community Health Consortium  
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Name of Participating Site: Cabell Huntington Hospital

Name of Educational Experience: Internal Medicine

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Responsible Persons

1. Stephen Roy, MD, Internal Medicine Rural Training Track Program Director,
2. Dema Shanti, Site Coordinator, Participating Site

II. Education, Supervision and Evaluation.

A. Consortium Residency Program Responsibilities

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**Marshall Community Health Consortium**

**Participating Site: Cabell Huntington  
Hospital**

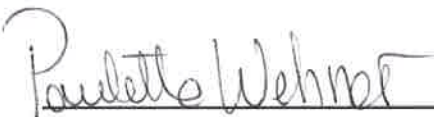
  
\_\_\_\_\_  
Stephen Roy, MD  
Rural Program Director

8/24/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Hoyt Burdick, MD  
CHH Hospital Chief Medical Officer

8/17/21  
\_\_\_\_\_  
Date

**Marshall Community Health Consortium**

  
\_\_\_\_\_  
Paulette S. Wehner, MD  
Vice Dean, GME and DIO

8/26/21  
\_\_\_\_\_  
Date

# **MARSHALL COMMUNITY HEALTH CONSORTIUM**

## **AFFILIATION AGREEMENT**

**By and Between**

**The Marshall Community Health Consortium and Cabell Huntington Hospital**

THIS AGREEMENT made this 1<sup>st</sup> day of April, 2016, by and among MARSHALL COMMUNITY HEALTH CONSORTIUM, (hereinafter referred to as "The Consortium") and Cabell Huntington Hospital, (hereinafter referred to as "Affiliate").

WHEREAS, the Marshall Community Health Consortium has been created to provide educational and training opportunities directed to post-graduates to aid in their pursuit of training in primary care graduate medical education; and,

WHEREAS, the Affiliate 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 Affiliate has the facilities and financial resources to implement said clinical education programs and desires to participate in the postgraduate training of Marshall Community Health Consortium 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 graduate medical education 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, the Consortium and the Affiliate mutually agree to cooperate in the conduct of clinical education programs and provide selected experience in accordance with the following terms and conditions:

## **A. CONSORTIUM'S RESPONSIBILITIES**

1. The Consortium shall be solely responsible for the planning and implementation of the clinical education programs for its students and residents at the Affiliate, and for determining adequate preparation in theoretical knowledge, basic skills, professional ethics, attitude, and behavior.
2. The Consortium 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 Affiliate's premises pursuant to this Agreement. It is agreed and understood that the Affiliate shall not exercise any control or have the right to control the professional medical decisions of the residents and/or clinical fellows, other than its established, standard process for assuring medical quality via peer review. The Consortium 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. The Consortium shall assume responsibility for assuring continuing compliance with the educational standards established by professional associations and governmental and state agencies, as applicable.
4. The Consortium shall notify, at a time mutually agreed upon, the Affiliate'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 Affiliate.
5. The Consortium shall refer to the Affiliate 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 Affiliatel policies.
6. The Consortium shall be responsible for the residents' scheduling and for monitoring to ensure that hours worked do not exceed accepted guidelines.
7. The Consortium or its affiliate 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. The Consortium shall advise students and residents participating in the clinical rotations at the Affiliate of their responsibility for complying with the applicable rules and regulations of the Affiliate and shall provide to the students and residents health, safety, and other policy information, which the Affiliate shall make available to the Consortium from time to time.
9. The Consortium 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, the Consortium will ensure that students and residents are aware of the necessity of such confidentiality including the legal requirements therefore.
10. The Consortium shall inform students and residents that they must provide their own transportation, room and board while participating in the clinical rotations at the Affiliate.
11. The Consortium shall establish and maintain ongoing communications with the program supervisor of the Affiliate and other designated Affiliate 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. The Consortium shall immediately notify the Affiliate 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 Affiliate employees or physicians. Also, the Consortium shall immediately notify the Affiliate of any action taken because of substandard academic or clinical performance of any student or resident.

## **B. HOSPITAL'S RESPONSIBILITIES**

1. The Affiliate shall designate members of its staff who will be responsible for the supervision, planning and implementation of the clinical education programs.
2. The Affiliate agrees to serve as a cooperating agency with the Consortium 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 Affiliate shall provide the students and residents participating in the clinical rotations, whenever possible, access to the Affiliate's library and cafeteria facilities when appropriate.
4. Affiliate 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/Residents shall be required to adhere to Affiliate and school policy to complete reporting requirements. Any costs associated with medical treatment/follow-up will be in adherence to Workers compensation policies and procedures.
5. The Affiliate reserves the right to require the immediate withdrawal from the Affiliate 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 Affiliate shall advise the Consortium of any changes in its personnel, operation, or policies, which may affect the clinical education programs.
7. The Affiliate agrees to provide clinical experience, which meets the standards of recognized professional associations, governmental or state agencies, if applicable.
8. The Affiliate agrees to provide orientation for the Consortium's students, residents and clinical faculty as to its policies and procedures.
9. The Affiliate reserves the right to request information regarding academic or clinical performance of students and residents assigned to Affiliate.
10. The Affiliate reserves the right to approve all student and resident assignments and to approve the number of assigned students and residents.
11. The Affiliate assumes the responsibility and authority for those aspects of patient care, which are customarily provided by comparable facilities.

### **C. MUTUAL RESPONSIBILITIES**

The Affiliate and the Consortium 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. The Consortium and the Affiliate 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 Affiliate and the Consortium shall determine, in advance, the number of students and residents and the specific educational programs/residencies, which the Affiliate can accommodate.
3. The Affiliate and the Consortium shall establish separate and specific program agreements for educational experiences that routinely utilize clinical facilities at the Affiliate.
4. The Affiliate and the Consortium 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 Affiliate and the Consortium 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 facilities 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 Affiliate shall not be considered as employees of the Affiliate and shall not be covered, by virtue of this agreement, by any of the Affiliate'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:

The Marshall Community Health Consortium  
C/O Joan C. Edwards School of Medicine  
1600 Medical Center Drive, Suite 2582  
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. The Consortium 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 the Consortium 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.


**CABELL HUNTINGTON HOSPITAL**

BY   
\_\_\_\_\_  
KEVIN FOWLER  
RESPONSIBLE PARTY

Date: April 1, 2016

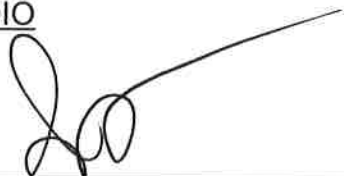
Its CEO

**MARSHALL COMMUNITY HEALTH CONSORTIUM**

BY   
\_\_\_\_\_  
Paulette S. Wehner, M.D.

Date: April 1, 2016

Its: DIO

BY   
\_\_\_\_\_  
Joseph Shapiro, M.D.

Date: April 1, 2016

Its: Chair, Consortium BOD  
8/8/14

# **MARSHALL COMMUNITY HEALTH CONSORTIUM**

## **AFFILIATION AGREEMENT**

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**The Marshall Community Health Consortium and Marshall Health**

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WHEREAS, the Affiliate 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,

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6. Nothing in this agreement shall be construed as limiting the right of either party to affiliate or to contract with other facilities or educational institutions on either a limited or general basis while this agreement is in effect.

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The Marshall Community Health Consortium  
C/O Joan C. Edwards School of Medicine  
1600 Medical Center Drive , Suite 2582  
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. The Consortium 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 the Consortium 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.


**MARSHALL HEALTH**

BY   
BETH HAMMERS, MBA  
RESPONSIBLE PARTY

Date: April 1, 2016

Its EXECUTIVE DIRECTOR

**MARSHALL COMMUNITY HEALTH CONSORTIUM**

BY   
PAULETTE S. WEHNER, MD, M.D.

Date: April 1, 2016

Its: DIO

BY   
JOSEPH SHAPIRO, M.D.

Date: April 1, 2016

Its: CHAIR, CONSORITUM BOD

8/8/14