



**JOAN C. EDWARDS SCHOOL OF MEDICINE
AT MARSHALL UNIVERSITY
CLINICAL TRAINING AFFILIATION AGREEMENT**

THIS AGREEMENT made this 9th day of February, 2017, by and among **JOAN C. EDWARDS SCHOOL OF MEDICINE AT MARSHALL UNIVERSITY**, (hereinafter referred to as ("JCESOM")) and **RIVER PARK HOSPITAL, INC.** ("HOST FACILITY").

WHEREAS, the purpose of this **AGREEMENT** is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for students in the JCESOM.

WHEREAS, neither party intends for this **AGREEMENT** to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

A. Responsibilities of the JCESOM

1. The JCESOM will use its best efforts to prepare students selected for participation in the clinical training program for effective participation as observers in the clinical training phase of their overall education.
2. The JCESOM will retain ultimate responsibility for the education of its students.
3. The JCESOM will advise all students assigned to the HOST FACILITY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The JCESOM will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.
4. Prior to the initiation of any on-site assignment of students, the JCESOM shall provide information to the Facility concerning the number of students, possible dates of assignment, the names and pertinent information about the students, and the objectives for students' clinical education experience. The Facility and JCESOM shall jointly plan the schedule of student assignments to Facility, including the number of students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of students accepted by Facility for assignment to a clinical area.
5. The JCESOM will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST FACILITY may request the student provide proof of insurance prior to beginning of the training experience.
6. The JCESOM will require all participating students to have passed a criminal background check, child abuse clearances as applicable, and to have documented appropriate

immunizations on file with the JCESOM. If applicable, the HOST FACILITY shall notify the student of any requests for evidence of criminal background test, child abuse clearances, or immunization. It is the student's responsibility to provide evidence to the HOST FACILITY of any required criminal background checks, child abuse clearances, or immunizations. The JCESOM will inform students that they may be required to undergo a drug test pursuant to the HOST FACILITY'S policies and practices, and that the cost of any drug test will be paid by the student, if not the HOST FACILITY.

7. The JCESOM will advise students that they are required to comply with HOST FACILITY rules, regulations, and procedures.
8. If requested by the HOST FACILITY, the JCESOM will provide instruction to the HOST FACILITY'S staff with respect to the evaluation/performance of all the JCESOM'S students at the HOST FACILITY.
9. The JCESOM warrants and represents that it provides general liability insurance for its students with minimum limits of at least \$1,000,000 per occurrence.

B. Responsibilities of the HOST FACILITY

1. The HOST FACILITY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST FACILITY will provide students and faculty with access to appropriate resources for medical student education including: a) access to patients at HOST FACILITY facilities in an appropriately supervised environment, in which the students can complete the JCESOM's curriculum; b) student security badges or other required security access to patient care areas; c) access and required training for medical students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the HOST FACILITY; and f) access to call rooms, if necessary.
2. The HOST FACILITY will retain full responsibility for care of the patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the HOST FACILITY and its care, direct and indirect, of patients.
3. The responsibility of the HOST FACILITY for patient care should not diminish or preclude opportunities for students to undertake patient care duties under appropriate supervision.
4. The HOST FACILITY staff will, upon request, assist the JCESOM in the evaluation of the learning and performance of participating students by completing evaluation forms provided by and returned to the JCESOM in a timely fashion.
5. The HOST FACILITY will provide for the orientation of JCESOM's participating students as to the HOST FACILITY'S rules, regulations, procedures, and policies of the HOST FACILITY.
6. In the event a student is exposed to an infectious or environmental hazard or other

occupational injury (i.e. needle stick) while at the HOST FACILITY, the HOST FACILITY will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST FACILITY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST FACILITY does not have the resources to provide such emergency care, HOST FACILITY will refer such student to the nearest emergency facility. The student will be responsible for any charges thus generated.

7. HOST FACILITY, its employees, agents and representatives shall maintain in confidence student files and personal information and limit access to only those employees or agents with a need to know and agrees to comply with the Family Educational Rights and Privacy Act, to the same extent as such laws and regulations apply to the JCESOM. For the purposes of this Agreement, pursuant to FERPA, JCESOM hereby designates HOST FACILITY as a JCESOM official with a legitimate educational interest in the educational records of the student(s) who participate in the Program to the extent that access to the records is required by HOST FACILITY to carry out the Program.
8. Upon request, the HOST FACILITY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
9. The HOST FACILITY will provide written notification to the JCESOM promptly if a claim arises involving a student.
10. The HOST FACILITY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST FACILITY will notify the JCESOM'S course director if such an action is required.
11. The HOST FACILITY shall identify a site coordinator from among its medical staff who will be qualified for a faculty appointment by the JCESOM and who will communicate and cooperate with the JCESOM's clerkship director regarding the clinical training experience.
12. Representations and Warranties.
 - a. JCESOM represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Facility. If JCESOM's personnel will be on site at Facility's premises, then JCESOM additionally represents that it evaluates each student's performance and each person performing services under this Agreement (1) has been oriented to Facility policies and procedures; (2) has verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law") and advised each student that they must provide proof of immunizations directly to the Facility; (3) has performed

criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law; and (4) has evaluated and reviewed each person's references, when applicable. JCESOM shall provide Facility with evidence of compliance with this paragraph upon request.

- b. JCESOM also represents and warrants to Facility that neither JCESOM nor any person providing services on behalf of JCESOM is a "Sanctioned Provider" meaning that neither JCESOM nor such representatives (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in JCESOM or any person providing services on behalf of JCESOM being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and JCESOM shall immediately notify Facility of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Facility to terminate this Agreement immediately.
- c. JCESOM further represents and warrants that no physician who is or may be a referral source to Facility (as said term is defined at 42 U.S.C. section 1395x(r) nor any "immediate family member" of a physician owns or holds and "ownership or investment interest" in JCESOM. For purposes of the preceding sentence, the term "immediately family member" shall have the meaning described in 42 C.F.R. section 411.351 and the term "ownership or investment interest" shall have the meaning described in 42 U.S.C. section 1395nn(a)(2).

13. Confidentiality of Patient Information (HIPAA Requirements). JCESOM shall ensure that its students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

- a. JCESOM shall require each student, faculty member, and staff member who participates in the program to sign a patient confidentiality agreement which the Facility will provide.
- b. JCESOM further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of Facility patients, JCESOM, its students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.
- c. JCESOM agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.

- d. JCESOM's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.
- e. Solely for the purpose of defining the student's role in relation to the use and disclosure of Facility's protected health information, such students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, such students are not and shall not be considered to be employees of the Facility. JCESOM will notify each student of his or her status and responsibilities pursuant to this Agreement.

14. Confidentiality of Facility Information. JCESOM understands and agrees that in connection with this Agreement, JCESOM and its students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to Facility's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, JCESOM agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Facility information at any time. If required by JCESOM's duties under this Agreement and with the consent of Facility, JCESOM may disclose information relating to the operations of the Facility to members of the medical staff, state licensing agencies and the Joint Commission. JCESOM will not disclose information relating to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.

15. Publications. JCESOM will prohibit the publication by the students, faculty or staff members of any material relative to educational experience that has not been reviewed by the Facility, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a student must clearly reflect that neither the JCESOM nor Facility endorses the article, even where a review has been made prior to publication.

16. Business Associate Agreement. JCESOM shall not have access to Facility patients' PHI and, in the event this occurs, JCESOM shall execute Facility's standard Business Associate Agreement.

C. Mutual Responsibilities

- 1. Representatives for each party will be established on or before the execution of this AGREEMENT.
- 2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting or conference will promptly be held between JCESOM and HOST FACILITY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The JCESOM will provide qualified and competent individuals in adequate number for the instruction and supervision of students using the JCESOM facilities. The HOST FACILITY will provide qualified and competent faculty members in adequate number for the instruction and supervision of students using the HOST FACILITY facilities.
4. The JCESOM and the HOST FACILITY will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, disability, color, national origin, race, religion or sex or any other basis protected by law.
5. The JCESOM, including its faculty, staff, medical students, and residents, and HOST FACILITY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. HOST FACILITY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Section A, and communicate student violations to the JCESOM. JCESOM agrees to require its students to adhere to the expectations set forth in Section A.
6. The HOST FACILITY may request the removal of any student whom the HOST FACILITY determines is not performing in accordance with its applicable administrative and patient care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why HOST FACILITY desires to have the student removed. Notwithstanding the foregoing, the HOST FACILITY may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The HOST FACILITY will notify the appropriate office of the JCESOM, in writing, if such an action is required and include a statement of the reason or reasons why HOST FACILITY removed the student. The JCESOM may terminate a student's participation when, in its sole discretion, further participation by the student would no longer be appropriate. The JCESOM will notify the HOST FACILITY if such action is required

D. Term and Termination

This AGREEMENT will commence as of the date first written above and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than thirty (30) days prior written notice to the other party. Should notice of termination be given under this Section, students then scheduled to HOST FACILITY will be permitted to complete any previously scheduled clinical assignment at HOST FACILITY.

E. Employment Disclaimer

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 HOST FACILITY shall not be considered as employees of the JCESOM or HOST FACILITY and shall not be covered, by virtue of this agreement, by any of the JCESOM or HOST FACILITY'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.

F. No Agency Relationship Between the Parties.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

G. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

H. Governmental Immunity

It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by JCESOM, Marshall University or its Board of Governors of its governmental immunity or of its state governmental immunity. This agreement shall be governed by the laws of the State of West Virginia.

I. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as follows:

J. No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

K. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

L. Headlines

Headlines in this AGREEMENT are for convenience only.

M. Entire Agreement

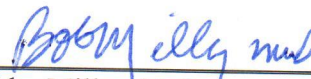
This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may only be modified, in writing, and signed by both parties.

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.

RIVER PARK HOSPITAL, INC. (Host Facility)

By: 
Terry Stephens
Its: CEO

Joan C. Edwards School Of Medicine At Marshall University

BY: 
Bobby Miller, M.D.
Its: Vice Dean for Medical Education