

AFFILIATION AGREEMENT
Between
Mid-Ohio Valley Health Department
And
West Virginia University

This Public Health Affiliation Agreement ("Agreement") is entered into as of October 1, 2013 (the "Effective Date"), by and between The Mid-Ohio Valley Health Department ("MOVHD") and West Virginia University Board of Governors on behalf of West Virginia University and its School of Public Health (hereinafter "WVU" or "School"). WVU provides opportunities for graduate students to obtain experience in public health disciplines and desires to obtain public health experience for the students enrolled in one or more of the programs. MOVHD has facilities and partners in each of the six (6) counties it serves (Wood, Roane, Ritchie, Pleasants, Calhoun, and Wirt) (hereinafter "Practice Site") and desires to provide public health experience at these facilities and in the field to students enrolled in the programs.

The purpose of this agreement is to develop and increase academic and educational cooperation on the basis of equality and reciprocity and to promote sustainable partnerships and mutual understanding between WVU and MOVHD. All parties involved shall remain separate entities, but for the purposes of participating in this agreement, the combined activities will be constituted as creating an Academic Health Department (AHD). This agreement establishes an affiliation between the School and the Practice Site in which the Practice Site is designated as and agrees to serve as a community-based public health practice site for one or more academic or professional programs of School and sets forth the responsibilities of the parties and the terms and conditions of the established affiliation.

Now therefore, in consideration of the mutual promises and conditions set forth herein, MOVHD and WVU (each, a "Party" and collectively, the "Parties") agree as follows:

1. OVERVIEW

a. **Public Health Experience.** Upon request, one or more WVU students will be assigned to supervised public health projects at one or more of MOVHD's facilities, or an independent study project that can be completed remotely. School personnel will collaborate with Practice Site personnel in the determination of appropriate educational assignments for Student. Student assignments may vary in length, intensity, deliverables and outputs.

b. **Schedule.** The length of each Public Health Project will be determined from the student's schedule, faculty and MOVHD, and agreed to in writing.

c. **Non-Employees.** The students will not be employees of MOVHD or employees or agents of the WVU or Practice Site, by virtue of their participation in the Public Health Project. Students will not be eligible for any employment benefits of either Party. No money will be paid to the students by WVU or by MOVHD for the Project unless otherwise agreed upon in writing by MOVHD and WVU.

d. **Publicity.** WVU may refer to this Agreement with MOVHD (referring to MOVHD by name) in WVU catalogues and in other public information materials regarding WVU programs. MOVHD may refer to this Agreement with the WVU (referring to WVU by name) in MOVHD brochures and other public information materials having to do with public health education or outreach programs.

e. **Non-Exclusive.** This Agreement is non-exclusive and either Party may enter into similar Agreements with other institutions.

f. Research Partnership Agreement. All research materials (including but not limited to data sets, statistical and qualitative analysis of data, data interpretation, reports) finished or unfinished, that result from collaboration with MOVHD will be provided to MOVHD at the completion of student participation in the Project or upon request by MOVHD. All findings are to be submitted to the Executive Director of MOVHD and collaborating staff at the completion of the Project. All proposed publications will be submitted for review and approval prior to submission to the Executive Director of MOVHD and MOVHD staff collaborators.

2. DUTIES OF WVU

- a. Student Evaluation. WVU will monitor, evaluate, and grade each student's progress.
- b. Contact Person. WVU will provide a primary contact person to coordinate with the MOVHD's primary contact person, in a mutual effort to enhance student learning.
- c. Expectations. WVU will provide MOVHD with a course syllabus and a list of the student performance expectations. A WVU faculty member, MOVHD staff member, and Student will develop and execute a Learning Contract that specifies deliverables to Practice Site.
- d. Faculty Member. WVU will assign a faculty member who will provide limited on-site consultation with the students.
- e. Faculty Appointment: WVU, as appropriate and with approval from the Dean of the Institution, will appoint a designated MOVHD staff member with adjunct faculty status.
- f. Student Notice. WVU will inform the students that they are not employees of MOVHD.
- g. Commercial General Liability Insurance.

Professional liability coverage provided by the State of West Virginia will apply to students assigned under this Agreement while they are acting within the scope of their approved assignment. The amount of coverage is \$1,000,000 per occurrence with no aggregate limit. At the time of contract renewals Affiliate may request a copy of the Certificate of Insurance.

MOVHD agrees that within and to the limits of its comprehensive liability coverage it will hold harmless each member institution of MOVHD's Academic Health Department partnerships, member institutions and their trustees, officers, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of MOVHD in connection with or arising out of the activity which is the subject of this Agreement.

3. DUTIES OF THE MID-OHIO VALLEY HEALTH DEPARTMENT (MOVHD)

- a. Public Health Projects. MOVHD shall provide the Public Health Project for the students, in accordance with educational objectives and guidelines mutually agreed to in writing by MOVHD and WVU, and shall provide adequate space, equipment, and supplies.
- b. Instructors. MOVHD shall provide qualified, (licensed/certified/registered as appropriate) public health professionals as public health instructors who will supervise all public health activities and will facilitate student learning.

c. Orientation. At the beginning of each student assignment, MOVHD shall provide orientation for WVU faculty and students. Without limiting the foregoing, MOVHD will inform WVU faculty and students of all safety standards, and all MOVHD policies and procedures.

d. Responsibility. Students will be trainees, and MOVHD will ensure that students will not be used to replace public health staff at any time. All responsibility for all decisions relating to public health activities lies with MOVHD. MOVHD staff will prohibit students from acting or failing to act in a public health context, except when under sufficient supervision of properly licensed/certified/registered MOVHD staff.

e. Contact Person. MOVHD will assign and designate a primary contact person to coordinate with WVU's primary contact person, in a mutual effort to enhance student learning.

f. Informative Duties. MOVHD officers, agents, and employees will not become, by virtue of the relationship contemplated by this Agreement, employees or agents of WVU and MOVHD will inform them accordingly at or before the time they become involved with any public health experience.

g. Student Evaluation. Within ten (10) days after each student's Public Health Project, MOVHD will deliver to WVU a written performance evaluation in a form reasonably specified by WVU.

h. FERPA; Privacy. MOVHD acknowledges that information (if any) received from WVU regarding students may be protected by the Family Educational Rights and Privacy Act, and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the student's written consent.

i. Emergency Care. MOVHD will provide emergency care to any participating student in case of illness or accident while on MOVHD premises for clinical/educational experiences. Charges incurred for services rendered will be the responsibility of the student. Charges for after care, treatment or therapy shall be the responsibility of the student.

4. TERM AND TERMINATION

a. Term. This Agreement is for a term of one (1) year, beginning on October 1, 2013, and ending on September 30, 2016.

b. Termination. Either Party may terminate this Agreement with or without cause, by providing the following number of days notice: the greater of (i) sixty (60) days, or (ii) the number of days remaining in the then-current semester.

5. SELECTION AND REMOVAL OF STUDENTS

a. Public Health Students. WVU will select students for the Experience and notify MOVHD prior to the beginning of the experience of the number and names of students for the semester.

b. Refusal-to-Accept. MOVHD may refuse to accept any student who has previously been discharged for cause as an employee of MOVHD, or who has been removed from or relieved of responsibilities for cause by MOVHD. No later than the day before the start date of a Project, MOVHD shall notify WVU of any such refusal and the reasons therefore.

c. Permanent Withdrawal. MOVHD may also impose permanent withdrawal of any student from a Public Health Project for a reasonable cause. This right shall be exercised by delivering notices separately to WVU and the student, setting forth the reasons for the required withdrawal.

6. MISCELLANEOUS TERMS

a. Waivers and Amendments. The waiver by either Party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both Parties.

b. Survival. Sections 3(f), 3(h), 3(i), 6(b), 6(f), and 6(h) of this Agreement shall survive the expiration or termination of this Agreement for any reason.

c. Assignment. Neither Party shall have the right to assign this Agreement to any third party, and any such attempted assignment will be null and void.

d. Complete Agreement; Integration. This Agreement contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the Parties with respect to such subject matter.

e. Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, neither Party shall unlawfully discriminate on the basis of race, sex, pregnancy, religion, disability, age, national origin, or color. In addition, this Public Health Project may include awareness to privileged, sensitive, or protected health information. The student(s) will be advised that any unauthorized use, disclosure, copying, distribution, or action taken in reliance on the contents of any public health information is prohibited.

f. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than WVU and MOVHD.

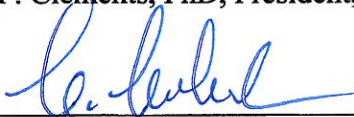
g. Policies. While at a Practice Site, each WVU student will be subject to MOVHD's policies and procedures, but only insofar as they do not conflict with the policies or procedures of WVU or applicable law. The Parties will inform students accordingly.

h. Notices. All notices required or permitted under this Agreement shall be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested, at the Party's address first set forth above, with, in the case of WVU, an additional copy addressed to "Program Director". Such notices shall be effective when received.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

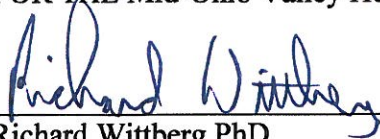
FOR WVU:

**WEST VIRGINIA UNIVERSITY BOARD OF
GOVERNORS on behalf of
WEST VIRGINIA UNIVERSITY,**
James P. Clements, PhD, President, by



Christopher C. Colenda, MD, MPH
Chancellor for Health Sciences

FOR THE Mid-Ohio Valley Health Department:



Richard Wittberg PhD
Executive Director
Mid-Ohio Valley Health Department
211 6th Street, Parkersburg, WV 26101

Date: _____

9/15/13