

**AFFILIATION AGREEMENT
BETWEEN**

**WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS
on behalf of
WEST VIRGINIA UNIVERSITY AND ITS SCHOOL OF PUBLIC HEALTH
AND
MID-OHIO VALLEY HEALTH DEPARTMENT**

The West Virginia University Board of Governors on behalf of West Virginia University and its School of Public Health (hereafter referred to as "WVUSPH"), and the Mid-Ohio Valley Health Department (hereafter referred to as "MOVHD"), hereby enter into this Affiliation Agreement for the purpose of establishing a collaborative relationship to research the needs of the homeless, unstably housed, and uninsured and underinsured persons in West Virginia with regard to access to health care for infectious diseases, including HIV and sexually transmitted infections (STIs) as well as education and prevention efforts.

WHEREAS, the West Virginia University Board of Governors governs West Virginia University and its School of Public Health; and

WHEREAS, Mid-Ohio Valley Health Department has facilities and partners in each of the six (6) counties it serves (Wood, Roane, Ritchie, Pleasants, Calhoun, and Wirt) that provide discounted health care to uninsured or underinsured low-income residents; and

WHEREAS, the goal and objective of this Agreement is to set forth a research collaboration on scientific, medical, and public health related matters relating to uninsured and underinsured persons including the identification of funding and increasing the level of scientific knowledge within these areas as applicable to West Virginia and the Appalachian community.

WHEREAS, the object and purpose of this Agreement are in furtherance of WVUSPH's mission; and

WHEREAS, this Agreement is intended to further this spirit of cooperation and collaboration between the parties.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions herein contained, WVUSPH and MOVHD do hereby agree as follows:

I. AREAS OF COLLABORATION:

- A. Identification of scientific projects in the areas of health care access, efficient utilization of health care services, and homelessness in the state of West Virginia.
- B. Applying for funding in support of these identified projects.
- C. Translation of research findings into practical applications for public health providers to utilize in public health and clinical care practices.
- D. Joint publication and presentation in national and international venues of the findings of the research projects.

II. TERMS AND CONDITIONS:

- A. Effective Dates.

Unless terminated sooner as hereinafter provided, this Agreement shall be effective on October 1, 2013, and will terminate on September 30, 2015.

B. Termination.

1. Subject to the provisions contained below, this Agreement may be terminated by either party providing thirty (30) days advance written notice of termination.
2. In the event sufficient appropriations are not made to support performance under this Agreement, it shall terminate without further obligations of the parties except as set forth herein.
3. Either party may terminate this Agreement for just cause. For purposes of this Agreement, just cause shall mean the failure of either party to comply with the material terms of this Agreement after notice by certified mail, return receipt requested, and a reasonable opportunity of not less than sixty (60) days to cure such breach.

C. Amendment.

Any changes to this Agreement which are mutually agreed upon between WVUSPH and MOVHD shall be incorporated in written amendment to this Agreement and will not become effective until the Amendment is signed by each party.

D. Liability.

Each party agrees that it shall ensure professional and general liability coverage is in place for each party's respective participation in the activities described in this Agreement.

E. Indemnification

Each party agrees that it shall be responsible for all demands, claims, damages to persons and/or property, losses or liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by the party's negligence or intentional misconduct, if assessed by a court of competent jurisdiction to be the responsibility of that party.

F. Non-Discrimination.

The parties shall not discriminate on the basis of race, gender, age, disability, veteran status, religion, sexual orientation, color, or national origin in any of the service provided hereunder. The parties shall not affiliate knowingly with nor grant recognition to any individual, group or organization having policies that discriminate on the basis of race, gender, age, disability, veteran status, religion, sexual orientation, color or national origin, as defined by the applicable laws and regulations.

G. Evaluation of Agreement.

Appropriate staff of MOVHD and WVUSPH will meet on a regular basis, at least quarterly (either in person or via e-mails or teleconferences), to evaluate the effectiveness of activities as outlined in AREAS OF COLLABORATION, and the extent to which activities are being appropriately and adequately performed under this Agreement.

H. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

I. HIPAA.

WVUSPH states that it has trained or caused to be trained all individuals provided pursuant to the terms of this Agreement in the regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations. WVUSPH and MOVHD further state that they will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information which is created, received, maintained, or transmitted on behalf of name of MOVHD. Specifically, WVUSPH and MOVHD agree that they will meet the applicable organizational requirements of 45 CFR §164.314, and will comply with the HIPAA privacy and security regulations, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations.

J. Notices.

Any written notice required by this Agreement shall be sent by certified mail, return receipt requested, to the address given below or to such later address as may be specified in writing. Any prior written notice periods required by this Agreement shall be deemed to be effective upon receipt if sent in accordance with this notice provision.

Chancellor for Health Sciences West Virginia University Robert C. Byrd Health Sciences Center P.O. Box 9000 Morgantown, West Virginia 26506	Executive Director Mid-Ohio Valley Health Department 211 6 th Street Parkersburg, WV 26101
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

AS TO WVUSPH:

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

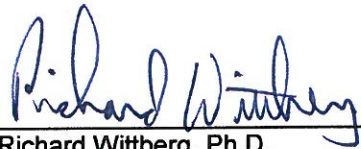
BY: 

Christopher C. Colenda, M.D., M.P.H.
Chancellor for Health Sciences

DATE: 9/16/13

AS TO MOVHD:

MID-OHIO VALLEY HEALTH DEPARTMENT

BY: 

Richard Wittberg, Ph.D.
Executive Director

DATE: 9/15/13