AFFILIATION AGREEMENT
BETWEEN
[Facility Name] AND
VIRGINIA COMMONWEALTH UNIVERSITY SCHOOL OF MEDICINE AND
VIRGINIA COMMONWEALTH UNIVERSITY HEALTH SYSTEM

This Affiliation Agreement (hereinafter "Agreement") is made and entered into as of [Month Day, Year] by [Facility Name] (hereinafter "Facility") and VIRGINIA COMMONWEALTH UNIVERSITY/SCHOOL OF MEDICINE (hereinafter "School") and VIRGINIA COMMONWEALTH UNIVERSITY HEALTH SYSTEM (hereinafter "VCU Health System")

RECITALS:

WHEREAS, the Facility desires to contract with the School and the Health System for the use of its medical facilities and supervised access to its patients in order to provide clinical education to residents enrolled in graduate medical education programs of the School; and

WHEREAS, the School and the Health System operate accredited graduate medical education training programs and wish to expand their ongoing mission of training residents and therefore desire to establish an affiliation for graduate medical education with the Facility; and

WHEREAS, the Facility operates [LICENSED AND ACCREDITED ACUTE CARE HOSPITAL/CLINIC/OTHER] that includes appropriate medical facilities for the training and education of residents; and

WHEREAS, the Facility is an affiliate of the School

NOW, THEREFORE, in consideration of the above premises and covenants hereinafter set forth, it is mutually agreed by and between the parties as follows:

I. PURPOSE

The purpose of this Agreement is to provide training and hands-on experience for School and Health System resident physicians and dentists ("hereinafter "Resident" or "Residents") under the supervision of physicians approved by the Facility (hereinafter "Rotation"). The parties intend that such training and experience be provided pursuant to the terms and conditions set forth in this Agreement and in the attached Letter(s) of Agreement for each participating residency program.

II. RESPONSIBILITIES OF THE SCHOOL AND RESIDENTS

A. The Program Director for the School shall have overall authority and responsibility for accomplishing the goals and objectives of each Rotation and will strive to ensure that the academic quality of any Rotation is consistent with the requirements of the Accreditation Council for Graduate Medical Education. The Program Director, subject to appropriate coordination with the Facility, shall be responsible for:

   (i) Selection and scheduling of participating Residents;
(ii) Coordination of Resident work assignments, including coordination of leave and call schedules, with the Program Director at the Facility;

(iii) Determination of appropriate disciplinary action with respect to any alleged misconduct of a Resident; and

(iv) Resolution of disputes, complaints, or grievances presented by a Resident.

The parties agree to conduct the above activities in accordance with the established policies, procedures, rules and regulations of the School. The Program Director at the Facility may make recommendations to the Program Director for the School regarding these activities.

B. Residents shall be subject to the Rules and Regulations of the Facility medical staff and the policies and procedures of the Facility and its clinical departments, including, but not limited to, requirements for medical record documentation and the wearing of Facility identification badges.

C. Upon prior approval of the Program Director of the Facility, Residents may attend medical staff meetings and CME programs at the Facility.

D. The Health System shall provide the Facility with sufficient demographic information and other documentation to allow the Facility to claim a Rotation on Medicare and Medicaid cost reports.

III. RESPONSIBILITIES OF THE FACILITY

A. The Program Director for the School, in conjunction with the Facility, shall designate a Program Director at the Facility who will assume administrative, educational, and supervisory responsibility for the day-to-day activities of the Resident(s) during a Rotation at the Facility.

B. The Facility shall permit Residents to see patients in appropriate departments under the supervision of physicians approved by the Facility.

C. The Facility shall retain full responsibility for the care of its patients and will maintain administrative supervision of the Residents insofar as their presence affects the operation of the Facility and/or the direct or indirect care of Facility patients.

D. The Facility shall permit Residents to review patient medical records and related documentation relevant to Rotation training and experience.

E. The Facility shall provide Residents with a thorough orientation to its facilities, including orientation with respect to Rules and Regulations of the Facility medical staff and Facility and departmental policies and procedures, and shall offer Residents the same non-clinical workplace amenities offered to other physicians or employees (e.g., employee meal discounts, parking, and other similar amenities).

F. The Program Director for the Facility and Facility physician supervisors shall evaluate Resident performance through mutual consultation with the School in
accordance with the requirements of the residency program as specified in the attached Letter(s) of Agreement.

G. The Facility shall not discriminate on the basis of race, color, gender, age, religion, national origin or disability with respect to the performance of its obligations under this Agreement.

H. Following consultation and coordination with the Program Director of the School, the Facility may dismiss a Resident from a Rotation for unsatisfactory clinical performance or noncompliance with the policies and procedures of the Facility.

IV. FINANCIAL RESPONSIBILITIES

A. In accordance with its Resident contracts, the Health System shall provide salary and benefits to Residents while on Rotation at the Facility.

B. For each Resident on Rotation at the Facility under this Agreement, the Facility shall reimburse the Health System for the salary and benefits provided by the Health System. pursuant to its Resident contracts.

V. PROFESSIONAL LIABILITY INSURANCE

A. The Health System shall maintain professional liability (malpractice) insurance coverage for all Residents participating in a Rotation at the Facility in an amount not less than the maximum malpractice award applicable to health care providers under Virginia law, and to the extent permitted by the Virginia Tort Claims Act, shall be responsible for the negligent acts or omissions of Residents arising from direct care provided to Facility patients by Residents performing under this Agreement. The Health System shall ensure that the professional liability insurance coverage required by this section is provided for all medical incidents that arise during the term of this Agreement, regardless of when a claim is filed. The Facility acknowledges and agrees that a self-insurance program established by the Health System meets the obligations of this section. Nothing herein shall be deemed a waiver of the sovereign immunity of the Health System or the Commonwealth of Virginia.

B. Upon request of the Facility, the Health System will provide evidence of the professional liability insurance coverage required by this Section V.

VI. TERM AND RENEWAL

The initial term of this Agreement shall be one (1) year, effective as of the date noted above. Thereafter, this Agreement shall be renewed automatically for additional terms of one (1) year each, not to exceed four renewal terms, unless a party terminates this Agreement as provided in Section VII below.
VII. TERMINATION

A. This Agreement may be terminated by any party, with or without cause, upon ninety (90) days prior written notice to the other party. Termination of the Agreement will not affect or extinguish rights and responsibilities that may have accrued as of the effective date of the termination, including, but not limited to, the right to receive payment or reimbursement for any financial obligations incurred.

B. If programmatic changes in Medicare and Medicaid reimbursement associated with Graduate Medical Education programs occur at any time during the term of this Agreement, the School, the Health System and the Facility each reserve the right to request re-negotiation of any provision of this Agreement affected by such changes. If the parties, after reasonable, good faith efforts, are unable to revise the Agreement to the satisfaction of each party, the Agreement may be terminated by any party upon ninety (90) days written notice to the other parties.

VIII. NOTICES

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by certified or registered mail return receipt requested, postage prepaid, or by overnight courier, or by personal hand delivery to the individuals designated by the Health System, the School and the Facility at the following addresses:

VIRGINIA COMMONWEALTH UNIVERSITY HEALTH SYSTEM:

Mary Alice O'Donnell, Ph.D.
Director, Graduate Medical Education
Virginia Commonwealth University Health System
PO Box 980257
Richmond, VA  23298
804-828-9783

VIRGINIA COMMONWEALTH UNIVERSITY SCHOOL OF MEDICINE:

Jerome F. Strauss, III, M.D., Ph.D.
Dean, School of Medicine
Virginia Commonwealth University
PO Box 980565
Richmond, VA 23298
804-828-9788

[Facility Name]
[Facility Contact Person Name]
[Facility Contact Person Title]
[Facility Address]
[City, State Zip]
[Facility Phone Number]
IX. NO ASSIGNMENT

This Agreement may not be assigned by any party, nor may any party delegate or subcontract any of their duties hereunder, without prior written consent of the other parties.

X. SEVERABILITY

If any provision of this Agreement is held to be unenforceable or otherwise contrary to any applicable law, regulation or rule, such provision shall have no effect and shall be severable without affecting the validity or enforceability of the remaining provisions of this Agreement.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement among the parties, and supersedes all other agreements and understandings between and among the parties with respect to the subject matter hereof.

XII. HEADINGS

Headings are solely for convenience and shall not be used in interpreting the text of this Agreement.

XIII. AMENDMENT

This Agreement may be amended only by a writing executed by the duly authorized representatives of the parties.

XIV. GOVERNING LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and any applicable federal law. The forum for any dispute under this Agreement shall be the Circuit Court in and for the City of Richmond, Virginia, or the U. S. District Court for the Eastern District of Virginia.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

VIRGINIA COMMONWEALTH UNIVERSITY

Jerome F. Strauss, III, M.D., Ph.D.
Title: Dean, VCU School of Medicine

[Facility Contact Person Name]
Title: [Facility Contact Person Title]

Date

John F. Duval
Title: Chief Executive Officer
MCV Hospitals

[Facility Contact Person Name 2]
Title:[Facility Contact Person Title 2]

Date

Sheldon Retchin, M.D.
Title: Chief Executive Officer, VCUHS
Vice President, Health Sciences of VCU

Date
PARTICIPATING PROGRAMS
Letters of Agreement are attached for the following residency training programs:

List all participating programs.

<table>
<thead>
<tr>
<th>Program</th>
<th>FTE</th>
<th>Program Director</th>
<th>Effective Dates</th>
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Each Letter of Agreement is effective for the dates indicated above and may be renewed upon mutual written agreement of the duly authorized representatives of each party.

Updated: April 16, 2012