Carilion Medical Center
University of Virginia School of Medicine
Affiliation Agreement

This affiliation agreement, between Carilion Medical Center and the University of Virginia School of Medicine is made and entered into the November 2, 2005, by and between Carilion Medical Center, hereinafter known as CMC and the University of Virginia School of Medicine, hereinafter known as UVASOM.

Witnesseth:

Whereas University of Virginia operates a School of Medicine to educate qualified medical students through required clinical experiences with patients across all ages and gender, representing the broad spectrum of medical diagnoses, and whereas, UVASOM seeks to train and graduate quality allopathic physicians, and

Whereas the Liaison Committee on Medical Education (LCME) accredits UVASOM and all off campus rotations must meet the standards set forth by the LCME, and

Whereas UVASOM desires to contract with Carilion Medical Center to provide clinical experiences including clinical clerkships, selectives and electives, and

Whereas CMC is a major teaching affiliate of the UVASOM, and

Whereas CMC operates community hospitals with medical facilities that are licensed by the Commonwealth of Virginia and accredited by the Joint Commission on Accreditation of Healthcare Organizations, and

Whereas CMC operates a Graduate Medical Education Program that is approved by the Accreditation Council for Graduate Medical Education and provides teaching and training to residents and medical students, and

Whereas CMC has a mission to provide quality education for residents and students thereby improving the healthcare of the communities CMC serves, and

Whereas CMC has a large and diverse patient population for teaching and training of UVASOM students,

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. Purposes

This affiliation agreement exists to delineate the roles and responsibilities of the UVASOM and CMC for the provision of medical student education, resident education, faculty development and to commit the institutions to pursue additional relationships and projects that would be mutually beneficial to both institutions.

II. Responsibilities of the Carilion Medical Center

A. CMC shall appoint a Vice President for Medical Education who is also the Associate Dean - Roanoke to develop, implement and coordinate clinical rotations in conjunction with the UVASOM.

B. In conjunction with UVASOM CMC shall provide clinical experiences including clerkships, selectives and/or electives in ambulatory internal medicine, family medicine, internal medicine, neurology, obstetrics and gynecology, pediatrics, psychiatry, and surgery to the UVASOM.

C. CMC shall provide faculty to administer the teaching program of the UVASOM at CMC. This faculty shall meet the academic requirements for appointment with the UVASOM and shall meet the credentialing requirements set forth by CMC.

D. CMC shall develop and coordinate clerkship education in association with the Clerkship Directors at the UVASOM in accordance with the requirements and recommendations of the LCME.

E. The Vice President for Medical Education in collaboration with the CMC Program Directors shall appoint CMC based clerkship directors who will be responsible for the development, implementation and outcome of the clinical educational program associated with the UVASOM at CMC.

F. Each CMC clerkship director shall be responsible to the respective clerkship director at the UVASOM to ensure that all students are provided with an appropriate clinical educational experience and to ensure that the clinical experience is equivalent to the clerkship activities at other sites. The same objectives, curriculum, evaluation tool, tests, and grading procedure must be used at all sites.

G. Each CMC clerkship director shall report students' evaluations and grades in a timely fashion to the UVASOM using the standardized evaluation tool and clerkship director's assessment of the students' performance on the rotation. UVASOM shall determine the evaluation schedule.

H. Each CMC clerkship director shall be responsible for implementing the CMC portion of the rotation including scheduling, of students, lectures, conferences, seminars, call schedules, and examinations.

I. Each CMC clerkship director shall be responsible for clearly communicating to the UVASOM students the clerkship's expectations at the beginning of the rotation. This includes but is not limited to: professional and behavioral
expectations including dress code, learning objectives, call expectations, rotation expectations, and chart documentation.

J. CMC is responsible for the orientation of each student to the appropriate CMC polices and procedures. UVASOM students are subject to the Rules and Regulations of the CMC Medical Education Department and the policies and procedures of CMC and its clinical departments.

K. Recognizing that disciplined adherence to appropriate organizational constructs demonstrates respect and facilitates collaborative relationships, the Vice President for Medical Education and clerkship directors shall ensure that the educational program is a well organized and consistently evaluated to achieve improved performance.

L. When students are participating in the clerkships and electives at CMC they shall comply with all applicable laws, regulations, policies, and procedures of CMC and agree to abide by its confidentiality and HIPAA regulations. Violation of HIPAA and confidentiality regulations shall result in immediate termination of the student from the CMC clerkship.

M. UVASOM students are expected to demonstrate professional behavior appropriate to the environment of CMC's inpatient wards and outpatient clinics.

N. The Vice President for Medical Education, Program Directors and clerkship directors are responsible for delineating teaching responsibilities and expectations to CMC faculty, residents, nurses and administrative coordinators.

O. The CMC clerkship directors shall give the student a verbal evaluation mid point during the clerkship and will meet with each student individually at the end of the clerkship to review performance and to solicit feedback and comments regarding the student's performance and the evaluation of the clerkship experience.

P. CMC faculty shall maintain liability insurance not less than the maximum malpractice limits as specified by the Commonwealth of Virginia and maintains current requirements for licensure in the Commonwealth.

Q. CMC in partnership with the UVASOM shall explore the possibility of increasing enrollment in the UVASOM with a concurrent increase in the number of students assigned to clinical rotations (clerkships, selectives and/or electives) at CMC.

R. CMC shall determine the documentation allowed by the student in the patients' permanent record. All documentation returned to the UVASOM shall not contain any identifiable or confidential information of any individual patients.

III. Responsibilities of the University of Virginia School of Medicine
A. The Vice President and Dean of the UVASOM in collaboration with CMC shall appoint an Associate Dean for Roanoke/Vice President for Medical Education to oversee the UVASOM educational programs at CMC.

B. The Department Chair and the clerkship director at UVASOM shall be responsible for planning, coordination, and evaluation for all respective clerkships.

C. Each UVASOM clerkship director shall coordinate with appointed clerkship director at CMC to ensure that educational experiences are similar for students at the two locations.

D. UVASOM shall maintain liability insurance on its students in an amount not less than the maximum malpractice limits as specified by the Commonwealth of Virginia. UVASOM shall provide CMC 90 days notice of any change or cancellation of malpractice coverage.

E. UVASOM students shall be responsible for providing their own health insurance. In an emergency, CMC shall provide the UVASOM student such emergency care as is provided to CMC employees. The student shall be responsible for all charges as a result of medical care rendered in an emergency.

F. UVASOM shall reimburse CMC for services provided to the UVASOM students in accordance with a separate financial agreement that by reference is incorporated into this agreement. The financial agreement will be reviewed and agreed upon by both UVASOM and CMC on an annual basis during the regular UVASOM budget cycle.

G. The UVASOM Senior Associate Dean for Faculty Development and the Associate Dean - Roanoke shall collaborate on 1) improving the CMC faculty's full understanding of UVASOM promotion and tenure criteria, 2) assisting CMC faculty in developing academic portfolios; and 3) assisting the faculty in following the process for UVASOM Promotions and Tenure review. The tenure-ineligible Clinical Faculty track invites promotion to Associate Professor with documentation. All full professors within the UVASOM are required to document national reputation and significant scholarship.

H. The UVASOM's Medical Director for Telecommunication, the Associate Dean - Roanoke and the CMC Vice President for Information Technology will develop a plan to improve the coordination of lectures and seminars between the UVASOM and CMC to improve educational resources for students, residents, and faculty at both sites.

I. The UVASOM Associate Dean for Curriculum and the Associate Dean - Roanoke will schedule and ensure participation in two meetings per year of clerkship directors from both institutions to coordinate educational opportunities at both sites, incorporate the LCME's recommendations, as
J. UVASOM will collaborate with the Associate Dean - Roanoke and all clerkship directors to set the number of UVASOM students assigned to CMC. While the types of rotations and student assignments is likely to change with the introduction of the new curriculum in 2007, the number of students per year assigned to CMC is not expected to change significantly demonstrating the support and importance of CMC programs to the UVASOM and medical education overall.

K. UVASOM and CMC shall comply with Title VII of the Civil Rights Act of 1973, Title IX of the Education Amendments Acts of 1972 and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and the Age Discrimination Act and shall not discriminate against any person on the basis of race, color, sex, religion, national origin, age or handicap.

L. The UVASOM Senior Associate Dean for Faculty Development and the Associate Dean - Roanoke shall collaborate to strengthen CMC faculty development activities within the UVASOM program.

M. UVASOM shall make available an office in the UVASOM to the Associate Dean - Roanoke when the Associate Dean is working in Charlottesville.

N. UVASOM and the Associate Dean - Roanoke will collaborate to facilitate communication between the CMC Program Directors and their counterpart Chairs and Residency Program Directors at the UVASOM.

O. UVASOM and CMC will explore opportunities for collaborative research. CMC faculty will demonstrate their commitment to the importance of research as part of the educational mission, and UVASOM faculty will demonstrate their commitment to the importance of supporting CMC faculty in research programs.

IV. Accreditation

The Liaison Council on Medical Education (LCME) accredits the University of Virginia Medical School and all off campus rotations must meet the standards set forth by the LCME. CMC must be accredited by JCAHO and the Accreditation Council for Graduate Medical Education accredits its residency program for Graduate Medical Education (ACGME). Appropriate regulatory bodies must accredit non-hospital settings, such as nursing homes, institutions of higher learning, etc. Participating institutions agree to have documentation about appropriate accreditation on file and available at all times.

V. Responsible Officials
The two institutions must identify official representatives for the administrative, educational and supervisory responsibilities of the residents. The following officials are responsible for oversight of this agreement for CMC:

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Telephone Number</th>
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</thead>
<tbody>
<tr>
<td>COO of Carilion Medical Center</td>
<td>Nancy Howell Agee</td>
<td>540/981-8844</td>
</tr>
<tr>
<td>Chief Medical Offices of Carilion Medical Center</td>
<td>Mark Werner, M.D.</td>
<td>540/981-9407</td>
</tr>
<tr>
<td>Director of Medical Education and Associate Dean - Roanoke</td>
<td>Daniel Harrington, M.D.</td>
<td>540/981-8385</td>
</tr>
<tr>
<td>Administrative Director</td>
<td>Jeannie Garber</td>
<td>540/981-8385</td>
</tr>
</tbody>
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The following officials are responsible for oversight of this agreement for UVASOM:

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<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dean and Vice President</td>
<td>Arthur Garson, Jr. M.D., M.P.H.</td>
<td>434/924-5188</td>
</tr>
<tr>
<td>Senior Associate Dean for Faculty Development</td>
<td>Sharon Hostler, M.D.</td>
<td>434/924-3353</td>
</tr>
<tr>
<td>Senior Associate Dean for Education</td>
<td>Richard D. Pearson, MD</td>
<td>434/924-5579</td>
</tr>
<tr>
<td>Associate Dean for Curriculum</td>
<td>Don Innes, Jr. M.D.</td>
<td>434/924-5198</td>
</tr>
<tr>
<td>Senior Associate Dean for Finance &amp; Administration</td>
<td>James (Jay) H. Scott, III</td>
<td>434/924-8425</td>
</tr>
<tr>
<td>Senior Associate Dean for Continuing Medical Education</td>
<td>Karen Rheuban, MD.</td>
<td>434/924-2481</td>
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Term and termination

Subject to the provisions for termination as provided below, the term of this Agreement shall commence on November 2, 2005 shall remain in effect until November 2, 2015. This Agreement shall be reviewed on an annual basis by both parties and renewed or amended as needed and agreed to by both parties.

Termination
Either party may terminate this agreement upon 12 months written notice to the other party.