WEST VIRGINIA CODE: §18-11C-4

§18-11C-4. Agreement; required provisions.

Notwithstanding section three, article twenty-three of this chapter, or section ten, article three, chapter twelve of this code, or any other provision of this code to the contrary, the board is hereby authorized to enter into the agreement with the corporation, which agreement shall contain the following provisions, subject to further specification as shall be mutually agreed upon by the board and the corporation;

(a) On the transfer date, the board shall disburse and pay to the corporation the sums on deposit in the following accounts as reflected on the financial ledgers of the university:

(i) That portion of accounts numbered 928000, 928001, 928002 and 928003 which are made up from hospital revenue;

(ii) The capital reserve account numbered 9285, which is accumulated through the capital surcharge on patient receipts;

(iii) The cafeteria account numbered 8612330000;

(iv) The kidney reimbursement account numbered 8610108810;

(v) The general stores account numbered 8610601230;

(vi) The home dialysis account numbered 8610601450;

(vii) The vending income account numbered 8610600180;

(viii) The optical shop account numbered 8610601350;

(ix) The emergency medical education account numbered 8610601460;

(x) The radiation safety account numbered 8610600320; and

(xi) The Monongalia General Hospital an account numbered 8610106530: Provided, That the aggregate amount so paid to the corporation shall not exceed $3,400,000; and shall assign to the corporation all the assets, a leasehold interest in the existing facilities prior to completion of the new facilities and a leasehold interest in the proposed site for the new facilities, which site shall be mutually agreed upon by the board and the corporation, for a period not to exceed ninety-nine years, all in order to acquire the corporation's agreement to provide not less than one hundred thousand square feet of space in the new facilities for educational and research purposes, to provide an annual allowance of not less than $4 million for residents' and interns' expenses and an annual clinical teaching subsidy of not less than $6 million, to provide other property or services to be specified in the agreement

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nad to assume the liabilities, including the accounts payable, but excluding liabilities for other than accrued sick leave, accrued annual leave and unemployment compensation benefits relating to corporation employees arising prior to the transfer date and excluding other liabilities of a contingent nature. Effective on the transfer date, the corporation shall assume responsibility for and shall defend, indemnify and hold harmless the university, the board and the state with respect to all liabilities and duties of the university or the board pursuant to contracts and agreements for commodities, services and supplies utilized by the hospital, and all claims for breach of contract resulting from the corporation's action or failure to act after the transfer date. The value and the adequacy of the services by and other agreements of the corporation shall be mutually agreed upon by the board and the corporation. Upon completion of the construction and occupation of the new facilities the lease upon the existing facilities shall terminate.

(b) On and after the transfer date, the corporation shall lease, manage and operate the existing facilities, subject to the provisions of this article, and shall construct, own and operate the new facilities, and shall have the power to encumber and otherwise deal with the assets, without limitation or regard to their sources: Provided, That the corporation shall have no power to mortgage or otherwise encumber the real property constituting a part of the existing facilities.

(c) The existing facilities and, subsequently, the new facilities will serve as the primary clinical setting for health science school students to receive educational and research experiences. The university faculty shall have exclusive medical and dental staff privileges at the existing facilities and, subsequently, at the new facilities.

(d) The corporation may utilize both corporation employees and university personnel. On or after the transfer date, each university employee working in the hospital shall elect to be either a corporation employee or a part of university personnel. No university employee may be required to become an employee of the corporation as the condition of employment or promotion. All university personnel are university employees in all respects.

(e) If reasonable progress toward construction of new facilities has not been made by July 1, 1985, the agreement shall automatically terminate, and the transfers of operations of the existing facilities and the assets and liabilities under the agreement shall revert to the board and the university.

(f) After completion of construction of the new facilities and vacation of the existing facilities by the corporation, the board and the university may not use the existing facilities or otherwise provide services competing with the new facilities: Provided, That the existing facilities may be used for student health and family practice clinics and for medical support services and other appropriate university purposes which will not compete with the services offered by the new facilities.

(g) The new facilities shall be constructed by the corporation in a manner so as to provide sufficient space for conducting clinical education for the health science schools.

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