APPENDIX B

AFFILIATION AGREEMENT
BETWEEN
THE CHILDREN'S SEASHORE HOUSE
AT ATLANTIC CITY FOR INVALID CHILDREN
and
THE TRUSTEES OF
THE UNIVERSITY OF PENNSYLVANIA

This agreement is made this day of 1971, between THE CHILDREN'S SEASHORE HOUSE AT ATLANTIC CITY FOR INVALID CHILDREN ["Seashore House"] at Atlantic City, New Jersey, a corporation duly organized under the laws of New Jersey, and THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA [the "University"] in Philadelphia, Pennsylvania, a corporation duly organized under the laws of the Commonwealth of Pennsylvania.

Introduction

The Seashore House and the University are separate institutions under the independent management of their respective governing boards. For reasons of mutual benefit, they desire to engage in formal affiliation.

The Seashore House is a rehabilitative and convalescent hospital for the care of children with chronic illnesses. The hospital provides programs of medical, physical, mental, social, and psychological rehabilitation for its patients. In support of this care it engages in education and research related to childhood illness and disability, child development, family interaction, child care, and rehabilitation.

Secretary
The University is an educational institution which through its various professional schools and components engages in education, research, and patient care in fields related to childhood illness and child development, among other programs. Among its schools and components with programs of common interest to the Seashore House are: a School of Medicine including departments of Pediatrics, Orthopaedics and Physical Medicine and Rehabilitation; a School of Allied Medical Professions; a School of Education, including the Program in Human Learning and Development; a School of Social Work; a College of Arts and Sciences, including Departments of Psychology, Anthropology, and Sociology; and the University of Pennsylvania Medical Center, consisting of the Hospital of the University of Pennsylvania, and the Graduate Hospital of the University of Pennsylvania (both integral parts of the University); and the following institutions affiliated with the University: the Children's Hospital of Philadelphia, the Pennsylvania Hospital, the Presbyterian-University of Pennsylvania Medical Center, and the Institute for Cancer Research. Both parties recognize that the nature of the two institutions makes it possible for the University with its related medical facilities to maintain affiliation with several hospitals with excellent results, while, on the other hand, it is very difficult for a hospital to maintain an effective affiliation with more than one such University.

Over a period of many years an informal cooperative relationship has developed between the Seashore House and the University, chiefly through the latter's School of Medicine and Medical Center. Both parties desire to formalize this arrangement and to provide a framework for extending cooperation by entering into an affiliation agreement. The Seashore House desires among other things the benefit of the teaching and research facilities of the University and the advantages of University teaching appointments. The University looks forward to the increased opportunity for clinical experience, and to the addition of a pediatric rehabilitation facility to its group of affiliated hospitals.
Executive Board, September 24, 1971

Both parties intend that the agreement will facilitate the cooperation of the Seashore House and the University in better educating manpower and generating knowledge to provide more and improved health services. Further, they seek to establish a process whereby representatives from each institution participate jointly in decisions of mutual importance regarding patient care, education, and research.

NOW, THEREFORE, in consideration of these premises and intending to be legally bound thereby, The Children's Seashore House and the University agree as follows.

AGREEMENT

A. Relationship

1. The Seashore House and the University shall continue to exist and function as independent institutions. They shall continue to be governed by their respective governing boards, and the administration of each shall remain autonomous.

2. The Seashore House shall have as its primary responsibility the care of patients and the delivery of health services, whereas the University Medical Center shall have as its primary responsibility the teaching of students, graduate housestaff, and allied health professionals.

3. It is anticipated that each institution will both lend to, and seek from, the other full support. Accordingly, each institution agrees that in respect to rehabilitative pediatrics, it will first seek from the other services or programs. However, neither is obliged to generate services or programs not already available.

4. This agreement does not preclude either party from informal relationships with other unaffiliated institutions for resources not available between affiliates. Neither does it preclude further affiliations by the University. However, the Seashore House will not enter into an affiliation with any other institution of learning nor will it enter into an affiliation with any other institution without first seeking from the University the benefits which such an affiliation would give, although the
University is not obligated to provide any such benefits which are not already available. This agreement shall not, however, prevent the Seashore House from entering into an affiliation with any other hospital.

Each party agrees to keep the other informed of its additional associations.

B. Appointments at Seashore House

5. Program Director and Clinical Director. No candidate for Program Director or Clinical Director shall be appointed at The Children's Seashore House unless he is eligible for appointment to the faculty of the University's School of Medicine. Proposals for these positions may originate from the Executive Committee of the Medical Staff of the Seashore House or elsewhere. Such proposals will be referred to the Seashore House Board of Managers for evaluation. If the proposed candidate is found qualified, the Board of Managers will recommend the candidate to the chairman of the appropriate University academic department for approval. Thereafter, the proposal shall be submitted to the Personnel Committee of the Medical School Faculty for approval by its customary procedure for appointments of professorial rank.

6. Attending and Consulting Medical and Dental Staffs. Members of the Attending and Consulting Medical and Dental Staffs at the Seashore House shall be members of their respective faculties at the University. Proposals for appointment at these staffs may be initiated by the chairman of the academic departments at the University or by the Program Director of the Children's Seashore House from current or prospective members of the faculty of the University. If they are in agreement on a proposed appointment, the academic chairmen will initiate steps for appointment to the faculty. The Program Director shall simultaneously sponsor the appointment to the Seashore House through established procedures as outlined in the bylaws of the Medical Staff. If faculty appointment has been secured, the proposed appointee shall be presented to the Board of Managers of the Seashore House for final approval.
Executive Board, September 24, 1971

7. Associate Staff of the Medical and Dental Staffs.

Appointments to the Associate Staff of the Medical and Dental Staffs at the Seashore House need not have the approval of the academic departments of the University. Definition of conditions of their appointment as well as their actual appointments to the Associate Staff at the Seashore House will be solely the responsibility of the Board of Managers of the Seashore House.

8. Allied Health Professions. Current or future members of the Allied Health Professions at the Seashore House (Nursing, Social Service, Physical Therapy, Occupational Therapy, Speech and Hearing, Psychology and Education, and other disciplines which may seem appropriate from time to time) who are qualified may be appointed by the University through its normal channels to an appropriate faculty.

9. It is understood that the chairmen of the academic departments at the University shall make every effort to help in the recruitment and staffing of their respective departments at the Seashore House, but shall not be considered responsible for this activity.

C. Remuneration

10. Each person on the full time Medical Staff at the Seashore House who is entitled to University tenure and whose compensation (or portion thereof) from the University is, by agreement, to be reimbursed to the University by the Seashore House, shall retain his academic title and affiliation status at an appropriate level as long as he renders able service and as long as Seashore House continues to reimburse the University as agreed.

11. The Program Director, in consultation with the chairman of the academic departments, and with the approval of the Board of Managers of the Seashore House, shall determine which part-time members of the Attending and Consulting Medical and Dental Staffs at the Seashore House, and which members of the Associate Staff and Consultants in the Allied Health Professions, shall be eligible to receive fee-for-service compensation.
D. Academic Programs

12. It is intended that the Seashore House and the University will cooperate fully in developing academic programs of mutual interest and benefit. It is anticipated that there will be joint planning between the staffs of the Seashore House and the Faculty of the University in developing curricula appropriate for the training of students, graduate housestaff, and allied health professionals, and in developing continuing education programs. However, this agreement should not be construed to guarantee the rotation of housestaff on any service, since there may be limiting factors beyond the control of either institution.

E. Research Programs

13. Research programs at each institution are to be independent and will reflect the respective interests and capabilities of each. Nevertheless, it is anticipated that there will be areas of mutual interest and endeavor which will foster a cooperative approach to research between the Seashore House and the University. Upon the request of either party, both parties will consider the feasibility of a joint approach in seeking grants or obtaining support for affiliated programs.

F. Financial Affairs

14. The financial affairs of each institution will continue to be administered separately. If funds from one institution for certain purposes (such as benefits, salaries or other payments) are disbursed through the other institution, the latter is entitled to an agreed-upon fee to cover overhead costs of such processing.

15. This Agreement does not preclude seeking areas of financial interaction or "sharing" leading to financial advantage to both institutions.
Executive Board, September 24, 1971

G. Standing Committee

16. A Standing Committee shall be formed to oversee this affiliation. The Committee shall be composed of the President of the Board of Managers of Seashore House or his designate, the Program Director of Seashore House or his designate, the Vice-President for Medical Affairs of the University or his designate, a Chairman of the Department of Orthopaedics, Pediatrics or Physical Medicine and Rehabilitation to be designated by the Vice-President for Medical Affairs, an administrative staff member from each institution, and any others mutually agreed upon. The Committee may also elect, on a temporary or permanent basis, from either medical fields or health fields other than medicine, such additional members as are from time to time appropriate.

The Committee shall meet not less than once a year, or at any time upon request of any three members, to address itself to issues of mutual concern which may arise from the affiliation. It shall also review this affiliation agreement in depth at three year intervals, beginning with 1974, and make appropriate recommendations thereafter to the Board of Managers of the Seashore House and the Board of Trustees of the University.

17. The Program Director of the Seashore House shall be invited to attend the meetings of the Medical Council of the Medical Center, while an administrative representative from the University Medical Center shall be invited to attend the meetings of the Board of Managers of the Seashore House.

H. Termination

18. A motion requesting termination of this agreement must originate from the administration of either institution, and shall be forwarded to the Standing Committee who, upon review, will make appropriate recommendations to the Board of Managers of the Seashore House and the Trustees of the University. If the Standing Committee is unable thereby to resolve the issue, a meeting shall be held between members of the respective governing boards for further deliberation and recommendation to
Executive Board, September 24, 1971

those Boards. If six months after the forwarding of the motion to
the Standing Committee the issue is still not resolved, either
party may declare in writing that the affiliation agreement will
terminate one full calendar year after such declaration.

(SEAL)  
ATTEST:

THE CHILDREN'S SEASHORE HOUSE
AT ATLANTIC CITY FOR INVALID
CHILDREN

BY

(SEAL)  
ATTEST:

THE TRUSTEES OF THE UNIVERSITY
OF PENNSYLVANIA

BY

Secretary