OHIO STATE UNIVERSITY MEDICAL CENTER and
MARSHALL UNIVERSITY SCHOOL OF MEDICINE
AFFILIATION AGREEMENT FOR
GRADUATE MEDICAL EDUCATION ROTATIONS

THIS AFFILIATION AGREEMENT FOR GRADUATE MEDICAL EDUCATION ROTATIONS (Affiliation Agreement) is effective the 1st day of July 1, 2015, between OHIO STATE UNIVERSITY ON BEHALF OF ITS MEDICAL CENTER, 410 West Tenth Avenue, Columbus, Ohio 43210 (hereinafter OSU) and MARSHALL UNIVERSITY SCHOOL OF MEDICINE, (hereinafter AFFILIATE), 1600 Medical Center Drive, Huntington, West Virginia 25701.

WHEREAS, OSU is committed to and involved in training residents and medical students in fields of medicine; and

WHEREAS, OSU and AFFILIATE enter into this Affiliation Agreement to provide opportunities for the AFFILIATE Resident/Fellows to rotate at OSU in Nephropathology.

NOW, THEREFORE, OSU and AFFILIATE agree that:

A. **GME Relationships and Educational Responsibilities.**

1. **Responsible Officials.** The AFFILIATE Program Director, Zeid Khitan, MD, will remain responsible for ensuring that the OSU Rotation Director appropriately oversees the administrative, educational and supervisory functions of the rotations while the residents are at OSU.

2. **Educational Goals and Objectives.** The educational goals and objectives for the elective rotation in Nephropathology with Tibor Nadasdy, MD, at OSU are provided in Attachment A.

3. **Period of Resident Assignment, Financial Arrangements, Insurance and Benefits.**

   a. The AFFILIATE Residents shall rotate at OSU for a period of one month.

   b. The AFFILIATE Resident shall continue to receive his/her salary through the residency program at AFFILIATE. AFFILIATE will continue to employ the rotating residents while at OSU. No funds will be transferred between OSU and AFFILIATE for this rotation.

   c. Insurance and benefits for residents in AFFILIATE sponsored programs shall be provided through the AFFILIATE. Information concerning the insurance and benefits is communicated to residents as part of the resident contract or the benefit summary attachment to the resident contract.

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4. **Resident Rotations**

   a. The AFFILIATE Program Director shall ensure that the residents are a graduate of an accredited medical school enrolled in a postgraduate medical education program accredited by the applicable accrediting body for which AFFILIATE is the Sponsoring Institution.

   b. Residents rotating through OSU shall be subject to the regulations of the organized Medical Staffs and the medical education policies and standards of OSU.

5. **Responsibility for Teaching, Supervision and Formal Evaluation of Residents.**

   a. **Teaching and Supervision of Residents.** The OSU Rotation Director for the Nephropathology rotation, Tibor Nadasdy, MD, will be responsible for the overall supervision and teaching of the AFFILIATE resident rotating at OSU. At the discretion of the OSU Rotation Director, other faculty members may be assigned to provide the direct supervision and education of the AFFILIATE resident while at OSU.

   b. **Formal Evaluation.** The OSU Rotation Director will be responsible for ensuring the proper evaluation of AFFILIATE resident at the conclusion of their rotation at OSU. At the discretion of the Rotation Director, other faculty members who are directly supervising and teaching the resident may be asked to complete evaluations of the AFFILIATE resident.

   c. **Policies and Procedures Governing Resident Education.**

      1. Policies and procedures governing resident education shall be those of the sponsoring institution for the AFFILIATE Resident/Fellowship Program i.e. AFFILIATE, as set by the sponsoring institution’s GMEC.

      2. The Residency Program Director, Zeid Khitan, MD, FACP, at AFFILIATE and the Rotation Director at OSU shall require residents to adhere to all employment, patient care and Corporate Compliance policies of OSU when based at OSU, and with all educational and employment policies of the Residency and Fellowship Programs at OSU.

      3. The Rotation Director at OSU may require an assigned resident to be removed from clinical activities at OSU in the event of an occurrence of an incident deemed serious by the Chief Medical Officer of OSU or the OSU Rotation Director. If such action is taken, it will be immediately communicated to the AFFILIATE Program Director. Such resident shall refrain from any involvement at OSU until the Residency Program Director and the

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OSU Chief Medical Officer agree to the resident’s return.

4. The resident shall have the right to appeal such a decision as defined in the resident contract for AFFILIATE sponsored programs and the GMEC Manual for AFFILIATE sponsored programs.

B. Term, Termination and Other Contractually Stipulated Matters.

Term of Affiliation Agreement. This Affiliation Agreement shall commence on July 1, 2015, and shall continue in effect until June 30, 2020. This Affiliation Agreement may be renewed upon mutual agreement in writing and signed by the parties hereto.

C. Professional Liability Insurance.

OSU shall maintain professional liability insurance or a self insurance program covering its facilities and faculty.

AFFILIATE shall provide insurance coverage for any AFFILIATE resident rotating at OSU for any alleged medical malpractice and/or comprehensive general liability arising from events occurring while the resident is placed at any OSU facilities.

“Facilities” means any place where OSU provides medical care to patients; at which residents treat or administer to such patients and which are under the control of OSU as the result of ownership or supervisory responsibility.

D. HIPAA Regulations

The parties acknowledge and agree that all patient identifiable information (the “PHI”), as defined in the 1996 Health Insurance Portability and Accountability Act and the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, (the “Privacy Rule”) and other rules issued pursuant thereto (collectively hereinafter referred to as “HIPAA”), exchanged between the parties pursuant to this Agreement is confidential information utilized for purposes of providing treatment to patients without regard to medium of storage or method of transmission of such information. The parties agree to keep all PHI confidential and to comply with the applicable requirements of the Privacy Rule.

It is the intent of the parties to comply with the requirements of HIPAA. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the HIPAA. If necessary, the parties agree to use good faith efforts to amend this Agreement from time to time in order to assure that this Agreement is

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consistent with HIPAA and regulations promulgated there under. The obligations of the parties under this Section shall survive the expiration or termination of this Agreement.

E. Miscellaneous.

a. Notice. Any notice, offer, demand or communication required or permitted to be given under any provision of this Affiliation Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered by certified mail, postage and charges prepaid, addressed to the address of the parties set forth below. Either party may change its address for purposes of this Affiliation Agreement by giving the other notice thereof in the manner provided for the giving of notice. Unless otherwise required by the Affiliation Agreement, notices under this Affiliation Agreement shall be directed to the following persons:

TO OSU:  Graduate Medical Education
Ohio State University Medical Center
Bryan Martin, DO/DIO
125 Doan Hall
410 West 10th Avenue
Columbus, Ohio 43210

TO AFFILIATE:  Graduate Medical Education
Marshall University School of Medicine
Paulette Wehner, MD/DIO
1600 Medical Center Drive
Huntington, West Virginia 25701

b. Governing Law. This Affiliation Agreement shall be construed and enforced in accordance with, and governed by, the laws of the state of Ohio.

c. Amendments. No amendment or modification to this Affiliation Agreement shall be effective unless the same is in writing and signed by authorized representatives of the parties. Amendments to this Affiliation Agreement shall be effective as of the date stipulated therein.

d. Assignability. Neither party may assign its rights or obligations under this Affiliation Agreement except with the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

e. No Third Party Rights. This Affiliation Agreement is intended solely for Outside Rotator to OSU
the benefit of the Participating Institutions, and it shall not be construed to create any benefits for or rights in any other person or entity, including patients, residents, faculty, employees and their representatives.

(The remainder of page has been left blank intentionally.)
IN WITNESS WHEREOF, the parties have executed this Affiliation Agreement on the
date(s) set forth below.

MARSHALL UNIVERSITY
SCHOOL OF MEDICINE

Zeid Khitan, MD
Program Director

Date 3/9/2015

Paulette S. Wehner, MD
Vice Dean for GME

Date 2/18/15

Joseph I. Shapiro, MD
Dean

Date 2/19/15

OHIO STATE UNIVERSITY
MEDICAL CENTER

Tibor Nadasdy, MD
Program Director
Nephropathology

Date 2-20-2015

Bryan L. Martin, DO
Associate Dean for GME/ DIO
Associate Medical Director, UH

Date 2/18/15

Andrew M. Thomas, MD, MBA
CMO, Wexner Medical Center

Date 2/19/15

Outside Rotator to OSU
ATTACHMENT A
Objectives to be achieved in
Nephropathology Rotation at OSU

Goals and Objectives for the Histopathology Rotation (Elective)

General Description
The fellow will have the opportunity to spend two months examining real biopsy specimens with renal pathology faculty (Dr. Nadasdy, Ohio State University - Columbus, Ohio). Fellows will be expected to attend the departmental conferences and case presentations as per the departmental schedule at Ohio State. The fellow will be responsible for examining biopsy specimens obtained during the month and will review other biopsy specimens that are in the teaching file.

Goals and Objectives
1. Become familiar with the preparation of renal biopsy specimens:
   Type of solutions used for light (LM), immuno-fluorescence (IF), and electron microscopy (EM) specimens immediately post-biopsy. The basics of specimen preparation for LM, IF, and EM

2. Explain the uses and advantages of specific stains to include hematoxylin and eosin, periodic acid Schiff, Trichrome (Masson), silver-stains, elastin stain, congo red, methyl violet, thioflavine T, immunoperoxidase staining.

3. Recognize the histopathologic characteristics of normal kidney on LM, IF, and EM.

4. Recognize the histopathologic characteristics of the following disease states on LM, IF, and EM (using a combination of actual cases and teaching slides):
   - Minimal change disease
   - Focal glomerulosclerosis
   - Membranoproliferative GN
   - Membranous GN
   - World Health Organization classes of lupus nephritis
   - IgA nephropathy
   - Diabetic nephropathy
   - Amyloidosis
   - Myeloma kidney
   - Crescentic GN to include Wegener's granulomatosis, PAN, and idiopathic RPGN
   - Anti-GBM disease
   - Post-infections GN (especially PSGN and SBE)
   - Renal vasculitis
   - Scleroderma kidney
   - Hypertensive nephropathy/nephrosclerosis
   - Thrombotic microangiopathy
   - Interstitial nephritis, chronic and acute
   - Acute tubular necrosis
   - Transplant: acute cellular rejection, acute vascular rejection, cyclosporine toxicity, chronic rejection

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5. Obtain adequate clinical background and information from the appropriate nephrologist submitting the specimen to allow optimal interpretation of the biopsy.

6. Upon completion of the rotation, a 45-60 minute presentation of cases and discussion that demonstrates the acquisition of the above knowledge. This can be done during the weekly Nephrology educational conferences as a case presentation and discussion.

**Recommended Reading and References**
1. Renal Disease: Atlas of Glomerular Diseases by Jacob Churg
2. Tischer and Brenner: Renal Pathology
3. Those suggested by Dr. Nadasdy.

**Evaluation**
Because no direct patient care is performed during this rotation, clinical competencies are not assessed. Fellows will be assessed on medical knowledge, interpersonal and communication skills, and professionalism.
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