

## GRADUATE MEDICAL EDUCATION PROGRAM LETTER OF AGREEMENT

**This Program Letter of Agreement is used to implement the AAMC Uniform Terms and Conditions which address important legal and business terms between the Sponsoring Institution and the Participating Site. The Uniform Terms and Conditions include provisions on the administration of the residency program; resident salaries and benefits; immunizations, criminal background checks, licensure, access to resources, resident supervision and evaluation, insurance coverage, HIPAA and other important issues. This Program Letter of Agreement should not be signed before reading and fully understanding the AAMC Uniform Terms and Conditions.**

This Program Letter of Agreement is the residency training affiliation agreement between the Sponsoring Institution and the Participating Site with respect to a clinical training experience for the Sponsoring Institution's assigned residents, and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Terms and Conditions [dated January 22, 2018] which is hereby incorporated by reference, without modification or exception except as specified below. Any conflict between this Program Letter of Agreement and the AAMC Uniform Terms and Conditions are to be interpreted in favor of this Program Letter of Agreement.

This Program Letter of Agreement is effective from January / 1 / 2023 and will remain in effect for five years or until updated or changed by the Sponsoring Institution and the Participating Site or terminated by either party.

### 1. Parties

Sponsoring Institution: Marshall University School of Medicine

Participating Site: Ohio State University Wexner Medical Center

### 2. Persons Responsible for Education and Supervision

Program Director at Sponsoring Institution: Yousef Sweihat, MD

Site Director at Participating Site: Nicholas Pastis, MD

The above-named people are responsible for the education and supervision of the residents while rotating at the Participating Site.

### 3. Responsibilities

The faculty at Participating Site must provide appropriate supervision of residents in patient care activities and maintain a learning environment conducive to educating the residents in the competency areas identified by ACGME or other applicable accrediting bodies. Supervision must provide safe and effective care to patients; ensure development of skills, knowledge, and attitudes required to enter the unsupervised practice of medicine and establish a foundation for continued professional growth. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at the completion of the assignment.

### 4. Goals and Objectives of the Educational Experiences

The goals and objectives of the educational experiences have been developed according to ACGME Residency Program Requirements or other applicable accrediting bodies, and are delineated in **Exhibit B**, attached hereto and incorporated herein.

The Program Director, Site Director and the program faculty at the Participating Site are together responsible for the day-to-day activities of the residents during the course of the educational experiences at the Participating Site in furtherance of the goals and objectives.

### 5. Policies, Rules and Regulations that Govern Resident Education

Residents will be under the general direction of their Sponsoring Institution Program's Policy and Procedure Manual regarding educational matters as well the Participating Site's policies, rules and regulations regarding patient care activities.

### 6. Financial Responsibility

Select one of the three options below:

#### **XXX** Sponsoring Institution Responsible Financially

Sponsoring Institution or its affiliate as otherwise described under Section 7 herein shall continue to employ the residents and is responsible for the payment of any salary and compensation to the residents, as well as providing or requiring health insurance coverage and workers compensation coverage and withholding all applicable taxes. Sponsoring Institution understands that its residents will not be covered by or entitled to any social security, unemployment compensation, retirement, pension and/or any other benefits programs or workers' compensation program offered or provided by Participating Site, and no resident shall have any right, title or claim to participate in the same.

## 7. Other Modifications or Exceptions to the AAMC Uniform Residency Training Terms and Conditions

The AAMC Uniform Terms and Conditions [dated January 22, 2018] are hereby incorporated by reference, as modified by the OSU standard terms and conditions addendum attached hereto as **Exhibit A** and incorporated herein.



The individuals executing this Program Letter of Agreement are authorized to sign on behalf of their institutions and certify that their institutions have accepted the AAMC Uniform Terms and Conditions for Program Letters of Agreement and further agree to comply with its terms except as noted above.

**The Ohio State University Wexner Medical Center**  
**410 W. 10<sup>th</sup> Ave.**  
**125 Doan Hall**  
**Columbus, OH 43210**

Nicholas Pastis, MD  
Program Director

Scott Holliday, MD  
Associate Dean/DIO

**MARSHALL UNIVERSITY SCHOOL OF MEDICINE**  
**1600 Medical Center Drive**  
**Huntington, WV**

Paulette S Wehner, MD  
DIO

## EXHIBIT A

### THE OHIO STATE UNIVERSITY WEXNER MEDICAL CENTER (OSU) ADDENDUM TO AAMC PROGRAM LETTER OF AGREEMENT

This Addendum is attached to and made a part of the Program Letter of Agreement between the Sponsoring Institution and Participating Site for the purpose of giving notice of obligations and operation of law. This Addendum and the Program Letter of Agreement are collectively termed the Agreement for these purposes. Sponsoring Institution and Participating Site are collectively referred to as "Parties" or individually as "Party".

WHEREAS, Sponsoring Institution and Participating Site desire to enter into a Program Letter of Agreement incorporating the Association of American Medical Colleges (AAMC) Uniform Terms and Conditions;

WHEREAS, the Parties agree this Addendum is incorporated into the Program Letter of Agreement to modify or supplement the AAMC Uniform Terms and Conditions;

WHEREAS, the Parties desire a relationship which enhances educational goals and educational experiences for all participating residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Governing Law.** The Agreement has been executed and is to be construed and enforced in accordance with Ohio law.
2. **Claims, Litigation and Insurance Coverage:**
  - A. In the event that either party's Resident becomes a defendant in a lawsuit or claim alleging the medical negligence of the Resident while in the program, the parties will cooperate to assert statutory immunity as basis for dismissal of an OSU Resident and will cooperate to resolve the claim or defend the action so as to minimize the potential liability and negative impact upon the teaching programs and the individual Residents. This provision does not require that defensible claims be settled if a party desires to litigate the matter. In any settlement by either party involving a Resident both parties will use their best efforts to obtain a release of liability for both the Resident and the Sponsoring Institution prior to the dismissal of the claim.
  - B. Malpractice Coverage and legal defense for Residents will be the responsibility of the Party that employs the Resident and will be effective during the complete term of the rotation at the institution. No private arrangements for coverage between Residents shall affect this Agreement. No malpractice coverage for informal arrangements will be provided for claims arising during an unauthorized coverage. Residents of both parties involved in a claim or litigation are required to cooperate in the investigation and defense of the claim or litigation as a condition of their malpractice coverage. This paragraph shall be interpreted to mean that:
    - 1) The Party that employs the Resident shall have exclusive control of the defense of any claims related to the interests of the Resident; and
    - 2) Each party to this Agreement shall be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction.
    - 3) The parties shall advise and encourage Residents to cooperate with any such request for investigation; and
    - 4) The parties shall immediately, but no later than 48 hours, advise the Resident's employer party of any investigation involving the Resident; and

- 5) When an OSU Resident on rotation pursuant to this Agreement is named as a defendant in a malpractice action, OSU may, at its sole expense, plead the statutory immunity of any OSU Resident.
- 6) The Attorney General of the State of Ohio has the authority to manage and control all litigation involving OSU and must approve (i) all settlements of claims asserted against OSU, including the language to be used in the settlement and release documents, and (ii) any external legal counsel representing the interests of OSU in any litigation, regardless of whether such counsel are retained by OSU directly or by a third party on behalf of OSU.

C. Insurance. Each Party will maintain, at a minimum, the following types and amounts of insurance or self-insurance coverage:

- 1) Workers' Compensation: as required by State law;
- 2) Employers Liability (Stop Gap for Ohio): \$1,000,000 to any one person;
- 3) Commercial General Liability:
  - \$1,000,000 Each Occurrence (Bodily Injury & Property Damage)
  - \$2,000,000 General Aggregate
  - \$1,000,000 Personal Injury and Advertising Injury
- 4) Health Care Professional Liability:
  - \$1,000,000 Each Claim
  - \$3,000,000 Annual Aggregate;

Coverage shall be provided on an occurrence form. If written on a claims-made basis, appropriate extended reporting period or "tail" coverage must be continuously provided to protect participating Residents following completion of their service or such other periods of time as are mutually determined by the parties to be appropriate under applicable statutes of limitations in Ohio law. Coverage is limited to services provided by Residents within scope of their employment.

Each party shall provide evidence of insurance upon written request to demonstrate compliance with the insurance requirements.

3. Dispute Resolution. If there is an issue or dispute between or among the Parties regarding this Agreement, the Parties shall enter into good faith discussions and use their best efforts to negotiate a resolution to such dispute. The first level of negotiation should be between the Program Director and Site Director at each institution. Should these negotiations fail to reach a resolution, the second level of negotiation should be between the Designated Institutional Officials at each institution. Should these negotiations fail to reach a resolution, the negotiations would escalate to include, but need not be limited to, the Chief Medical Officers of the Sponsoring and Participating Institutions. If the parties are unable to reach a resolution within 60 days of beginning negotiations, then the disputed matter may be submitted to mediation pursuant to the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. The mediation shall be in Columbus, Ohio. Each Party shall be responsible for its own costs and professional fees associated with the mediation.
4. Conflict of Terms. In the event of a conflict, the terms of this Addendum shall supersede and be controlling over any terms contained in the Program Letter of Agreement or AAMC Terms and Conditions.
5. This Agreement shall not be construed to create any benefits for or rights in any person or entity, including patients, residents, faculty, employees and their representatives.

## EXHIBIT B

### GOALS AND OBJECTIVES

#### Interventional Pulmonary Fellow Rotation Curriculum

##### **I. Educational Goals:**

The goal of this teaching rotation on the interventional pulmonary service is to assist fellows in learning the fundamentals of care of the patient with pulmonary, airway and pleural diseases in the ward, and outpatient setting.

The fellow will gain familiarity with full spectrum of evaluation of the patients with lung nodules/masses, airway disease and pleural diseases. Focus will be placed on initial assessment of these patients, including review and interpretation of diagnostic testing (i.e. chest x-ray, Chest CT, PET scan, thoracic ultrasound). Develop a systematic approach for diagnosis and staging of patients with suspected neoplastic lung nodules. Identify patients with advanced chronic obstructive pulmonary disease (COPD) and learn a step wise approach to determine their best endoscopic treatment option. Manage a wide spectrum of patients with complex pleural disease and learn to interpret their imaging, fluid analysis and perform their pleural interventions. The fellow will also be exposed to critically ill patients with massive hemoptysis and central airway obstruction and will learn how to evaluate them and do the required initial workup. The fellow will be involved with performing all basic diagnostic and therapeutic procedures of the airways and pleura. Selected advanced bronchoscopic and pleural procedures will be allowed as the fellow shows competency during the rotation.

It is expected by the end of this rotation that the fellows will be able to assess and institute management for patients with lung nodule/mass, airway stenosis/obstruction, recurrent pleural effusion, infected pleural space and persistent air leak. The core IP faculty oversee fellows rotating on the interventional pulmonary service, and will confirm that they have acquired appropriate skills of history taking, physical examination and plan, interpretation of laboratory tests, radiology procedures, and invasive diagnostic procedures that is required to diagnose and treat a patient with pulmonary and pleural diseases. In addition to these skills, the fellow should prioritize independent learning and reading with emphasis on lung cancer and pleural diseases.

##### **II. Principle Teaching Method:**

The primary teaching method will be interactive bedside teaching in a ward/rounding environment where the skills of history taking, physical examination, and laboratory interpretation are demonstrated and learned. The fellow will be assigned patients on whom an interventional consult is requested. The fellow will be expected to see the patient independently, take a history, perform a diagnostic thoracic ultrasound and review the patient's medical record, pertinent laboratory data, and view current and previous imaging studies.

Case presentation to the attending physician will be a major teaching modality. The case presentation will be conducted in the patient care area and will be followed by presentation of physical findings at the patient's bedside. The consultation team will consist of attending physician, interventional pulmonary fellow, pulmonary fellow, nurse practitioner, and physician assistant.

##### **III. Education Approaches:**

Procedures to be learned by the fellow include:

- Flexible bronchoscopy

- Flexible bronchoscopy with dynamic maneuvers
- Flexible bronchoscopy with endobronchial and transbronchial biopsy
- Flexible bronchoscopy with endobronchial ultrasound guided transbronchial needle aspiration (EBUS TBNA)
- Flexible bronchoscopy with transbronchial biopsy using navigation system
- Flexible bronchoscopy with cryotherapy, electrocautery and argon plasma coagulation
- Percutaneous dilational tracheostomy
- Ultrasound guided thoracentesis
- Ultrasound guided percutaneous chest tube placement
- Ultrasound guided tunneled pleural catheter placement
- Pleurodesis

The fellow will be exposed to the following procedures:

- Rigid bronchoscopy

Endobronchial stent placement

A specified reading list assignment will be provided based on the American Association for Interventional Pulmonology Reading List, found at <https://aabronchology.org/education/aabip-recommended-reading-list/>

#### IV. Principle Educational Objectives by Relevant Competency:

The principal educational goals for the fellows on this rotation are indicated for each of the six ACGME competencies in the tables below and numbered in the first column. The second column of the table lists the goal, the third column lists the most relevant learning activities for that goal, and the fourth column indicates the correlating evaluation methods for that goal.

Legend for Learning Activities:		
<i>AR: Attending Rounds</i>	<i>JC: Journal Club</i>	<i>PLC: Pleural conference</i>
<i>DPC: Direct Patient Care</i>	<i>PC: Pathology Conferences</i>	<i>AC: Airway conference</i>
<i>DSP: Directly Supervised Procedures</i>	<i>IPC: Interventional Pulmonology Core Curriculum Conference</i>	<i>RC: Research Conference</i>
<i>FS: Faculty Supervision</i>		<i>LVRSC: Lung Volume Reduction Surgery Conference</i>

A. Patient Care -- The fellow will develop the following		
Principal Educational Objectives 970420847	Learning Activities	Evaluation Methods
Demonstrate the ability to take a complete medical history and perform a careful and accurate physical examination with a pulmonary and critical care focus.	DPC, AR, FS	AE
Demonstrate the ability to write concise, accurate and informative histories, physical examinations and progress notes with a pulmonary and critical care focus.	DPC, AR, FS	AE
Formulate comprehensive and accurate problem lists, differential diagnoses and plans of management.	DPC, AR, FS, PC, PLC, AC, LVRSC	AE, PDR
Demonstrate the ability to write concise, accurate, informative and helpful consultation notes, clearly outlining recommendations and explaining their rationale.	DPC, AR, FS	AE
Recognize abnormalities on radiographic and nuclear medicine imaging, thoracic ultrasound, pulmonary function tests, arterial blood gases, pleural fluid analysis. Demonstrate proficiency in diagnostic flexible bronchoscopy.	DPC, AR, FS, DSP, PC, PLC, AC, LVRSC	AE, PDR
Use clinical decision making to prioritize differential diagnosis, develop an evidence based therapeutic plan, and work to avoid common complications of therapy.	DPC, AR, FS, DSP, IPC, AC, PLC	AE



<b>B. Medical Knowledge -- The fellow will develop the following</b>		
<b>Principal Educational Objectives</b>	<b>Learning Activities</b>	<b>Evaluation Methods</b>
Communicate sensitively and effectively with and their families	DPC, AR, FS, IPC	AE, PE, 360 eval
Communicate effectively with patients and families in a stressful critical care environment, including leading discussion of end-of-life issues and limits of care	DPC, AR, FS	AE, 360 eval
Communicate effectively with physician colleagues and members of other health care professions to assure timely comprehensive patient care	DPC, AR, FS	AE, 360 eval
Demonstrate the ability to discuss risks and benefits of various therapeutic and diagnostic modalities.	DPC, AR, FS	AE, 360 eval
Demonstrate the ability to handle the most difficult interpersonal patient and family encounters with minimal supervision	DPC, AR, FS,	AE, 360 eval

<b>C. Professionalism – The fellow will develop the following</b>		
<b>Principal Educational Objectives</b>	<b>Learning Activities</b>	<b>Evaluation Methods</b>
Interact professionally towards patients, families, colleagues, and all members of the health care team	DPC, AR, FS, DSP	AE, 360 eval
Demonstrate appreciation of social context of illness	DPC, AR, FS, DSP	AE, 360 eval
Demonstrate acceptance of professional responsibility as the primary care physician for patients under his/her care	DPC, AR, FS	AE, 360 eval
The fellow will recognize and notify attending physician and patients when appropriate in conjunction with the attending when mistakes are made	DPC, AR, FS	AE
The fellow will be able to teach the above concepts to junior members of the team	DPC, AR, FS, DSP	AE

<b>D. Practice-Based Learning and Improvement – The fellow will develop the following</b>		
<b>Principal Educational Objectives</b>	<b>Learning Activities</b>	<b>Evaluation Methods</b>
Demonstrate commitment to professional scholarship, including systematic and critical review of relevant print and electronic literature, with emphasis on integration of basic science with clinical medicine, and evaluation of information in light of the principles of evidence-based medicine.	DPC, AR, FS, IPC, JC, AC, PC, RC	AE, PDR, , 360 eval
Identify and acknowledge gaps in personal knowledge and skills in the care of patients with pulmonary, pleural and airway disease	DPC, AR, FS	AE, 360 eval
Develop real-time strategies for filling knowledge gaps that will benefit patients with pulmonary, pleural and airway disease	DPC, AR, FS	AE, 360 eval
The fellow will voluntarily discuss or research relevant literature to support decision making	DPC, AR, FS	AE, 360 eval
The fellow will display the ability to apply knowledge of study design and statistics to relevant literature	DPC, AR, FS	AE, 360 eval

<b>E. Systems-Based Practice – The fellow will develop the following</b>		
<b>Principal Educational Objectives</b>	<b>Learning Activities</b>	<b>Evaluation Methods</b>
Work with the service requesting the consultation to assure that care for the patient's medical needs is properly coordinated with care being delivered by the primary service	DPC, AR, FS	AE, 360 eval
Demonstrated willingness and ability to help the requesting physician in a consultative or co-management capacity, according to the needs of the situation	DPC, AR, FS	AE, 360 eval
Engage in learning by participation in ward rounds, teaching conferences and other educational activities	DPC, AR, FS	AE, 360 eval
Demonstrate willingness and ability to teach medical students	DPC, AR, FS	AE, 360 eval
Incorporate cost-effectiveness in diagnostic and treatment strategies	DPC, AR, FS, DSP, IPC, JC, AC, PC, RC	AE, 360 eval

Understand and utilize the multidisciplinary resources necessary to care optimally for patients with pulmonary, pleural and airway disease	DPC, AR, FS, IPC, JC, AC, PC, RC, LVRSC	AE, 360 eval
Collaborate with other members of the health care team to assure comprehensive care for patients with critical medical illness	DPC, AR, FS	AE, 360 eval
The fellow will demonstrate the ability to coordinate a multidisciplinary approach to patient management with other health professionals	DPC, AR, FS	AE, 360 eval
The fellow will strive to contain costs and conserve limited resources while preserving a high quality of care, and recognize opportunities to improve the health care system	DPC, AR, FS	AE, 360 eval

<b>F. Interpersonal Skills and Communication -- The fellow will develop the following</b>		
<b>Principal Educational Objectives</b>	<b>Learning Activities</b>	<b>Evaluation Methods</b>
Demonstrate the ability to communicate sensitively and effectively with patients with pulmonary and pleural disease and their families	DPC, AR, FS, IPC	AE, PE, 360 eval
Demonstrate the ability to communicate effectively with patients and families in a stressful critical care environment, including leading discussion of end-of-life issues and limits of care	DPC, AR, FS	AE, 360 eval
Demonstrate the ability to communicate effectively with physician colleagues and members of other health care professions to assure timely comprehensive patient care	DPC, AR, FS	AE, 360 eval
The fellow will demonstrate the ability to discuss risks and benefits of various therapeutic and diagnostic modalities.	DPC, AR, FS	AE, 360 eval
The fellow will demonstrate the ability to handle the most difficult interpersonal patient and family encounters with minimal supervision	DPC, AR, FS	AE, 360 eval

**V. Method of Fellow Evaluation:**

Fellows are evaluated by supervising Division faculty at the conclusion of each rotation. To provide feedback to trainees, faculty members are encouraged to verbally review performance during and at the conclusion of each rotation.

**VI. Method of Rotation Evaluation:**

Fellows are expected to complete an evaluation form at the conclusion of each rotation for both supervising faculty and the rotation itself. In addition, the Program Director solicits input from the fellows regarding the quality of training rotations and means of improving the academic character of the Pulmonary and Critical Care Medicine Fellowship Program.

**VII. Expectations:**

Attendance will be expected with the daily scheduled outlined below.

- A. Daily attendance in rounds
- B. Attend Interventional Pulmonary Clinic (with the on call attending only)
- C. Attend procedures in the bronchoscopy suite (Daily)
- D. Attend procedures at bedside
- E. Attend procedures in the operating room
- F. Excellence in patient care
- G. Check out/Sign-off of patients to on-call staff
- H. Attendance at conferences

- I. Professional behavior
- J. Procedure logs as required for accreditation
- K. Supervise and teach house staff, students, and nurse practitioners
- L. Notify the attending immediately in the event of acute illness or personal/family emergency requiring absence or tardiness so that coverage can be arranged.
- M. The attending physician should discuss expectations and curriculum at the beginning of the rotation and provide feedback mid-rotation with suggestions for improvement.
- N. Fellows will be still expected to attend fellowship conferences while on IP elective rotation.
- O. Fellows will not be expected to round on weekends during IP elective rotation.

Weekly Fellow Rotation Schedule

	Morning Clinic
Monday	Ghattas
Tuesday	Pannu
Wednesday	
Thursday	Revelo
Friday	

Inpatient consults will be performed by the fellow and attending Monday through Friday. Inpatient consults will be arranged so the rotating fellow can see cases relevant to the scope of the rotation. The fellow will attend one half day of clinic with the attending on call during the rotation. The fellow won't have to be on call at night nor on the weekends.

**IX. Supervision:**

A full-time faculty member is responsible for this service. A full-time faculty member who is board certified in interventional pulmonology will supervise the fellow through the course of each rotation. Schedules are structured to allow a single fellow to work with a multiple faculty members during a given rotation.

