

Marshall University – Joan C. Edwards School of Medicine

Office of Graduate Medical Education

PROGRAM LETTER OF AGREEMENT

Between

Marshall University – Joan C. Edwards School of Medicine,
1600 Medical Center Drive, Huntington, WV 25701.
RESIDENCY TRAINING General Surgery PROGRAM, hereinafter referred to as “SPONSORING
INSTITUTION”

And

CINCINNATI CHILDREN’S HOSPITAL MEDICAL CENTER hereinafter referred to as “PARTICIPATING
SITE”

This program letter of agreement (“Agreement”) is promulgated in compliance with requirements of the Accreditation Council for Graduate Medical Education (“ACGME”) as noted in Section I.A.2 of the Institutional Requirements and Section I.B. of the Common Program Requirements. This Agreement is intended to: identify the faculty who will assume the educational and supervisory responsibility for the residents; specify the responsibilities for teaching, supervision and formal evaluation of residents; specify the duration and content of the educational experience; and state the policies and procedures that will govern resident education during the assignment.

The goals and objectives for the rotation at Participating Site are attached to or described in **Appendix A**. It is expected that residents will attain the stated objectives through a supervised direct patient care experience, teaching rounds, and conferences presented by the attending staff at Participating Site. Orientation and general health requirements for the rotation at participating site are attached to or described in **Appendix B**.

The following person(s) are responsible for education and supervision at Participating Site:

1. Program Director at Sponsoring Institution: David Denning, MD
2. Site Director at Participating Site: Greg Tiao, MD
3. The following faculty member: Aaron Garrison, MD

In cooperation with Program Director, Site Director and the faculty at Participating Site are responsible for the day-to-day activities of the residents to ensure that the goals and objectives are met during the course of the educational experiences at Participating Site. All parties recognize that the program must be in full compliance with the ACGME work hour regulations and all other applicable accreditation requirements.

The residents will be assigned to Participating Site for: January 31, 2022 – February 27, 2022

RESIDENT(S) ON AFFILIATION: Emily Vore, MD

Graduate level(s) of Residents on Affiliation: 4

No. of Residents on Affiliation/yr.: 1

Maximum Number of Residents on Affiliation at any one time: 1

Usual Number of Residents on Affiliation at any one time: 1

A total of 1 resident(s) will require 1 month(s) of training at Cincinnati Children’s.

The residents will have a written evaluation of their work while on the rotation. The evaluation form for this rotation will be provided by the Program Director. The evaluations will be completed by the Site Director and Participating Site faculty members and returned to the Program Director in a timely fashion upon residents’ completion of the assignment at Participating Site.

Sponsoring Institution maintains ultimate responsibility for the residents' education through its Program Director. Performance issues will be handled by Sponsoring Institution in accordance with its policies, rules and regulations governing residents; provided however, Participating Site may, remove a resident from participation in a rotation when, at its sole discretion, it determines there is just cause to conclude the resident's behavior poses an imminent threat to patient safety or welfare or is otherwise disruptive to Participating Site's normal business operations. Participating Site shall provide the Sponsoring Institution with written notice of the proposed removal of any program resident and shall confer with the Program Director and attempt in good faith to resolve the issue(s).

Residents are and shall be deemed employees of Sponsoring Institution except for those residents who are active-duty members of the United States military assigned to Sponsoring Institution's Program. Sponsoring Institution shall at all times be responsible for ensuring the terms of employment, including as applicable, benefits including health, disability and workers compensation insurance, salary and payroll withholding of program residents. Sponsoring Institution agrees 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 the Participating Site, and no resident shall have any right, title, or claim to participate in the same. Resident benefits, stipends, rights, and responsibilities continue to be governed by the agreement between the resident and Sponsoring Institution. Program-specific financial responsibilities between Sponsoring Institution and Participating Site, if any, shall be set forth in this Agreement. Sponsoring Institution will ensure that each resident is covered by adequate health insurance and professional liability insurance with limits of one million dollars (\$1,000,000.00) per occurrence and an aggregate of three million dollars (\$3,000,000.00). Sponsoring Institution agrees to require that proof of such coverage be submitted to Participating Site upon request.

Sponsoring Institution will only assign residents to Participating Site who are currently licensed or otherwise authorized to engage in the practice of medicine under the laws and regulations of the state in which the Sponsoring Institution is located and will not assign a resident to Participating Site if that resident's license has been suspended or revoked. If the state in which Participating Site is located requires a separate license or other filing, Participating Site will provide information to Sponsoring Institution and resident to applying for and/or maintaining such license and/or making such filing. Responsibility for the overall educational program rests with the Program Director. Residents will adhere to all applicable rules, regulations, policies, and procedures at the Participating Site. Residents will keep all patient information confidential in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Each party agrees to be solely responsible for its own negligent acts or omissions in the performance of its activities hereunder and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The parties agree that the foregoing is only a statement setting forth the limited responsibility of each party for its own acts of judicially determined negligence or willful malfeasance and is not and shall not be construed as any contractual or other obligation to defend, indemnify, or hold harmless the other party or any third party.

This Agreement is not valid unless signed by the Program Director, Site Director, the Sponsoring Institution Designated Institutional Official and a representative of Participating Site administration if applicable. This Agreement will remain in effect for five years or until updated, changed or terminated by the Participating Site and Sponsoring Institution. This agreement should be reviewed every two years.

This Agreement constitutes the entire agreement between the parties concerning the subject matter, and supersedes all other or prior agreements or understandings, whether written or oral, with respect to that subject matter. Any changes made to the terms, conditions or amounts cited in this Agreement require the written approval of each party's authorized representative.

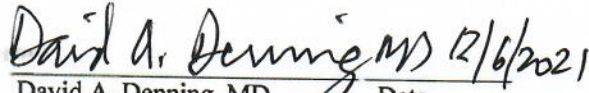
The authorized representatives of the parties have signed this Agreement as set forth below.

Signed:

Sponsoring Institution:

Participating Site:

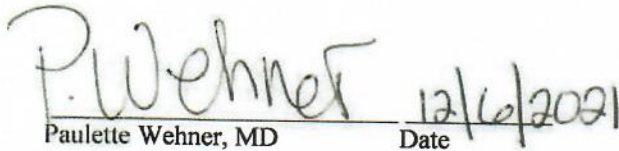
Cincinnati Children's Hospital Medical Center

 12/6/2021

David A. Denning, MD
Chairman and Program Director
Marshall University – Joan C.
Edwards School of Medicine
General Surgery Residency

 12-3-2021

Greg Tiao, MD
Division Chief, Pediatric Surgery
Program Director, Fellowship
Surgical Director, Liver Transplantation
Frederick C. Ryckman Chair of Pediatric Surgery

 12/6/2021

Paulette Wehner, MD
Vice Dean
Graduate Medical Education
Marshall University – Joan C.
Edwards School of Medicine

 12-3-2021

Javier A. Gonzalez del Rey, M.D., M.Ed.
Designated Institutional Official
Chair, Graduate Medical Education Committee
Cincinnati Children's Hospital Medical Center

APPENDIX A

Marshall University General Surgery Residency Goals and Objectives

Rotation: Cincinnati Children's Hospital Medical Center Surgery Service
Year: Senior Resident

Residents on this service will learn to care for and operate on pediatric patients with a broad range of pediatric surgical conditions and pediatric trauma. Residents will participate in the care of children with general surgery conditions including appendicitis, hernias, bariatric disease, and gastro-esophageal conditions, as well as complex congenital abnormalities, surgical oncology, solid organ transplantation, and neonatal/pediatric critical care.

Medical Knowledge

- Demonstrate knowledge (including the anatomy, pathophysiology, and complex medical decision-making) pertaining to the above surgical diseases.

Performance of Procedures

- Perform basic operations and procedures relating to the above surgical diseases with indirect supervision and perform complex operations to treat the above disease processes with direct supervision.

Systems-Based Practice

- Organize and manage all activities regarding discharge planning, including coordination with appropriate hospital services and consultants.
- Identify areas of improvement in the existing hospital system.
- Demonstrate responsible resource management in the pre- and post-operative setting.

Practice-Based Learning and Improvement

- Demonstrate a commitment to learning through completion of reading assignments - journal articles, SCORE, reference materials
- Effectively teach residents and students during conferences, presentations, and in daily informal interactions.

Professionalism

- Mature professional relationships with all team members and consultants.
- Ensure personal and team attendance of all required educational activities, compliance with duty hour standards, and completion of all operative case logs.
- Maintain composure and demonstrate leadership during stressful situations in the operating room and during the pre- and post-operative setting.

Marshall University General Surgery Residency Goals and Objectives

Rotation: Cincinnati Children's Hospital Medical Center Surgery Service
Year: Junior Resident

Residents on this service will learn to care for and operate on pediatric patients with a broad range of pediatric surgical conditions and pediatric trauma. Residents will participate in the care of children with general surgery conditions including appendicitis, hernias, bariatric disease, and gastro-esophageal conditions, as well as complex congenital abnormalities, surgical oncology, solid organ transplantation, and neonatal/pediatric critical care.

Medical Knowledge

- Demonstrate basic knowledge (including the anatomy, pathophysiology, and medical decision-making) pertaining to the above surgical diseases.

Performance of Procedures

- Perform operations and procedures relating to the above surgical diseases with direct supervision, and observe more complex operations to treat the above disease processes.

Systems-Based Practice

- Assist with coordination of activities regarding discharge planning, including working alongside appropriate hospital services and consultants.
- Demonstrate basic knowledge of how the health system operates and recognize areas of improvement in the existing hospital system.
- Demonstrate proficiency in following established protocols and guidelines for the care of patients with the above surgical diseases.

Practice-Based Learning and Improvement

- Demonstrate a commitment to learning through completion of reading assignments including journal articles, SCORE, and reference materials, and surgical simulation.
- Accurately and succinctly present patients during rounds and in case conferences.
- Effectively teach and mentor students in daily formal and informal interactions.

Professionalism

- Build professional and respectful relationships with all team members and consultants.
- Ensure personal attendance of all required educational activities, compliance with duty hour standards, and completion of all operative case logs.
- Demonstrate compassion and empathy toward patients and their families, displaying integrity in all interactions.

Appendix B

1. **Orientation and Education Program.** All residents will complete the orientation and education program prior to beginning the clinical experience, in accordance with JCAHO Standards E.C.1.3 and H.R.1 - H.R.4.1, that provides specific information to individuals in the proper processes for interacting with the environment of care. The following subjects, at minimum, must be considered in such training:
 - a. Standard Precautions including hand hygiene, personal protective equipment, and sharps safety and Transmission-Based Isolation Precautions
 - b. Safety
 - c. Security
 - d. Hazardous Materials and Infectious Medical Waste
 - e. Emergency Preparedness
 - f. Life Safety
 - g. Medical Equipment
 - h. Utilities

2. **General health requirements:** In accordance with CCHMC policies, all individuals are expected to be in good health and free from ANY infectious diseases that they might transmit to others in the performance of their duties. Individuals with conditions that prevent practicing adequate hand hygiene, must not participate in patient care. All individuals are expected to practice STANDARD PRECAUTIONS for all care and Transmission Based Isolation Precautions as applicable to the patients with whom they are involved. In addition, the following requirements must be met:
 - I. **Tuberculosis screening.** All individuals are required to provide documentation of screening for tuberculosis.
 - (1) Pre-placement assessment shall include documentation of tuberculin skin test (TST) by the Mantoux method (0.1 mL of STU of PPD given intradermally) within 12 months of their start date. Pregnancy or prior history of Bacille-Guerin (BCG) vaccination are NOT exclusions to such testing.
 - (2) Individuals participating in direct or indirect care activities must have had an additional TST within the 12-month period prior to the TST being reported. This may have been as part of a 2-step TST screening in the current year or as a part of an annual TST program in which they have one TST each of 2 successive years.
 - (3) Individuals with a history of reactive (positive) tuberculin skin tests must provide documentation that they have been evaluated and determined not to have communicable tuberculosis. A copy of the report from chest radiograph within 12 months of anticipated start date at CCHMC must be included. Additional information may be required of these individuals before being assigned to care activities at CCHMC.

II. Immunity to Measles (Rubeola): All individuals are required to provide documentation of immunity to measles. Immunity is defined by any one of the following criteria:

- (1) A positive antibody titer to measles (rubeola) on serologic testing
- (2) Receipt of two (2) measles-containing vaccines (e.g., MMR) after 12 months of age, at least 1 month apart, one dose of which was administered in 1980 or later.
- (3) If born before 1957, receipt of at least one measles-containing vaccine after 1980.

III. Immunity to Mumps: All individuals are required to provide documentation of immunity to mumps. Immunity is defined by any one of the following criteria:

- (1) A positive antibody titer to mumps virus on serologic testing
- (2) Receipt of two (2) mumps-containing vaccines (e.g., MMR) after 12 months of age, at least 1 month apart.
- (3) If born before 1957, receipt of at least one mumps-containing vaccine suffices.

IV. Immunity to Rubella: All individuals are required to provide documentation of immunity to rubella. Immunity is defined by any one of the following criteria:

- (1) A positive antibody titer to rubella on serologic testing
- (2) Receipt of one (1) rubella-containing vaccine (e.g., MMR) after 12 months of age.

V. Immunity to Varicella Zoster Virus (VZV): All direct providers as well as those who will be working in the immediate patient care environment are required to provide documentation of VZV immunity. Immunity is defined by any one of the following criteria:

- (1) A history of varicella (chicken pox) or zoster (shingles)
- (2) 2 doses of VZV vax 6-8 weeks apart
Prior recipients of 1 dose of vaccine must receive a 2nd vaccine dose
- (3) Serologic testing for antibody to VZV that demonstrates a positive titer
 - a. In individuals who have never received VZV vaccine, positive serology will be considered proof of durable immunity.
 - b. In individuals with a history of VZV vaccine before serologic testing, positive serology cannot be assumed to be proof of durable immunity.

Those individuals meeting criteria 3b must inform the Infection Control Program of any confirmed exposures to active VZV infections (e.g., zoster or shingles) while participating in CCHMC clinical activities. Post exposure serologic testing may be required.

Individuals who develop active VZV infections (e.g., zoster or shingles) shall be restricted from contact with CCHMC patients from the time the lesions appear until all lesions are dry and crusted. These individuals must inform the Infection Control

Program if the illness begins within 48 hours of contact with CCHMC patients or staff.

VI. Immunity to Hepatitis B Virus: All individuals with potential exposure to human tissues (e.g., biopsy or pathology specimens), human blood or human body fluids must have documented immunity to or be immunized against hepatitis B virus. The standard is defined by meeting at least one of the following criteria:

- (1) A positive serologic test for hepatitis B surface antibody at 10 IU (international units) or greater
- (2) Documentation of vaccination with three doses of hepatitis B vaccine; the first 2 doses given at least 1 month apart, and the 3rd dose given at least 4 months after the 2nd.

Regardless of hepatitis B immune status, all percutaneous or mucous membrane exposures to human blood or body fluids that are sustained in the performance of duties while at CCHMC must be reported to the Employee Health Program at CCHMC, in addition to any reporting that may be required by the sponsoring institution.

VII. Immunity to Pertussis: All medical residents and fellows providing frontline care (i.e., Emergency Room, PPC clinics, Intensive Care, Hem One) are to be immunized against Pertussis. The standard is defined by meeting the following criteria:

- (1) Previous primary vaccine series as a child (DTP or DTaP) and 1 dose of Tdap as adolescent or adult. Tdap can be given 2 years post Td.

VIII. Exposure management: In the event a resident sustains a percutaneous or mucous membrane exposure to blood or body fluids, first aid should be provided and the program director and individual in charge of the unit should be notified immediately. The program director is responsible for assuring that the resident reports immediately to the appropriate facility approved by their institution for post-exposure management including testing, treatment or prophylaxis, and counseling. CCHMC Employee Health should be notified in order to facilitate source patient testing.

3. Fitness for Duty

It is the policy of CCHMC to maintain a drug-free workplace as required by the Drug Free Workplace Act of 1988 (Public Law 100-690, title 5, Sub-Title D; 41 U.S.C. 701 to 707). The unlawful manufacture, distribution, possession or use of a controlled substance by residents is prohibited in and on CCHMC's owned or controlled property.

Consistent with the CCHMC Fitness for Duty policy (F-12), no resident shall be under the influence of a drug during any part of the educational experience. (For purposes of this policy, alcohol is considered a drug.) Further, no resident shall be under the influence of a legally obtained drug while on duty to the extent that such use or influence may impair the ability of the residents; affect the safety of employees, patients, or visitors; impair the job performance; or the safe and efficient operation of the medical center equipment. Violation of this policy by a resident will be reason for removal from the education experience at CCHMC.