GRADUATE MEDICAL EDUCATION PROGRAM LETTER OF AGREEMENT

Between
UMASS MEDICAL SCHOOL ___________ RESIDENCY PROGRAM
WORCESTER, MA [UMMS]

And

CLINICAL SITE OR PHYSICIAN NAME(S)
LOCATION CITY, STATE [SITE]

This Agreement is specific to UMMS ___________ Residency Program and the SITE for their joint participation in the education and training of ___________ residents [May substitute name if rotation for one resident only] for the period of ___________ to ___________.

WHEREAS UMMS is the sponsor of an ACGME-accredited Residency Program and is in full compliance with the General Essentials and Specialty Specific requirements of the Accreditation Council for Graduate Medical Education

WHEREAS UMMS desires to have certain of its residents receive certain clinical experiences at other clinical training facilities; and

WHEREAS the SITE is willing to allow residents from UMMS to use its facilities for the purposes and upon the terms and conditions set forth herein;

UMMS and the SITE hereby agree as follows:

1. CLINICAL AND EDUCATION PROGRAM

1.1 Residents shall receive clinical education and experience in the specialty of _____________ under the direction and supervision of the qualified teaching and supervising physicians determined by UMMS and the SITE. A list of these faculty and their responsibilities for supervision and education shall be included with this agreement.

1.2 The SITE will provide infrastructure to support the educational and training needs of the resident. This infrastructure is provided on a voluntary basis. The site and the supervising physician(s) will not receive financial compensation for teaching/precepting residents because the site agrees to participate in voluntary teaching.

1.3 The number of residents, their training level and duration of the rotation at the SITE shall be mutually agreed to in writing and included with this agreement.

1.4 The UMMS Program Director shall provide the SITE with written educational goals and objectives for the resident assignments. UMMS may agree to educational goals and objectives provided by the SITE. The goals and objectives shall be included with this agreement.

1.5 At the conclusion of each rotation the SITE will provide the UMMS Program Director with a written evaluation of each resident’s educational and professional
performance. The form of such evaluation shall be agreed upon by the parties as shall the procedure for reviewing the evaluation with each resident/fellow.

2. QUALIFICATIONS AND REQUIREMENTS

2.1 UMMS shall ensure that the residents are: 1) qualified for appointment as members of the housestaff; 2) properly licensed to practice medicine as a resident under supervision in the Commonwealth of Massachusetts; and 3) provided with occurrence-type or modified claims made with tail liability coverage. The SITE agrees to cooperate with UMMS and UMass Memorial Medical Center and its agents in the investigation and defense of incidents involving potential or actual liability involving services by residents pursuant to this Agreement, including, but not limited to, access to relevant documents and records. The information so exchanged is to be held strictly confidential.

2.2 All residents assigned to the SITE participate and provide services for credit as part of their UMMS Program. The residents will receive compensation and fringe benefits from UMMS and will not be considered employees of the SITE for purpose including, but not limited to, workers’ compensation, insurance, bonding, or any other benefits afforded to employees of the SITE.

2.3 The residents will remain subject to the UMMS Resident Personnel Policies. The residents are also expected to abide by the policies, rules and regulations of the SITE. Any issues or concerns should be reported immediately to the UMMS Residency Program Director and the SITE rotation coordinator.

2.4 The rotation responsibilities will remain in compliance with ACGME Duty Hours Requirements.

2.5 The UMMS Program Director shall provide SITE with a list of residents assigned, dates of assignment. The SITE may request reassignment of a resident by notifying the Program Director in writing of the specific reason for the request.

2.6 UMMS shall provide HIPAA Training to all residents and provide documentation of training to the SITE. As trainees working under the direct control of SITE, residents/fellows will be part of SITE “workforce” for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 132d (“HIPAA”). All material, information and/or knowledge received or gained through participation in any clinical program at the SITE, including but not limited to patients’ identities and information contained in patient medical records, will be kept confidential and will be disseminated only in accordance with the SITE policy. The residents will be expected to comply with the UMMS Policy concerning Confidentiality of Patient-Related Materials Used in Teaching. Additionally, the SITE may require each resident/fellow to sign a confidentiality agreement and an acknowledgement that the resident/fellow has received the SITE Notice of Privacy Practices.

2.7 UMMS shall be responsible for compliance by residents with OSHA regulations governing employee exposure to blood borne pathogens in the workplace, including the provision of information and training about the hazards associated

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with blood and other potentially infectious material and information and training about protective measures to be taken to minimize exposure to blood and other potentially infectious materials.

2.8 The residents shall be required to provide satisfactory evidence that they are free from contagious disease and fully comply with the SITE requirements for Employee Health clearance and TB testing.

3. GENERAL PROVISIONS

3.1 The SITE shall ensure that any work-related injury, including blood/body fluid exposure is immediately evaluated, and if necessary, treated on site. The SITE shall abide by University guidelines concerning evaluation of patient HIV status, if indicated, and shall assist in necessary documentation for Workers’ Compensation claims in accordance with the UMMS requirements.

3.2 Medicare and Medicaid regulations prohibit The SITE from billing for the services of the residents. The SITE may also be precluded under the terms of other third-party payer agreements from billing for the services of residents. The SITE may only bill Medicare, Medicaid, and other third-party payers for the medical services rendered by the precepting (or other teaching physician), in accordance with the relevant regulations and rules of those parties. Residents and fellows may be included in the SITE Medicare (IRIS) Cost Report for purposes of DME and IME reimbursement for hospital-based rotations only.

3.3 The SITE will be responsible for maintaining an environment and atmosphere in which sexual or other forms of harassment are not tolerated. The SITE agrees to report complaints involving residents to the Office of Graduate Medical Education and the Home Program. All formal investigations must be conducted so as to assure adequate due process for both the complainant and the accused, including the right to appeal any adverse actions affecting employment status.

3.4 This Letter of Agreement can be amended at any time by written mutual consent between UMMS and the SITE.

3.5 This Letter of Agreement shall not be assigned or transferred by either party without written approval of the other.

3.6 This Letter of Agreement may be terminated by either organization by written notification 30 days prior to the date of termination.

By: _________________________________        By: _________________________________

UMMS Residency Program Director        Site Supervisor

Date: _________________________________        Date: _________________________________

Director, UMMS Graduate Medical Education

November 14, 2013
Date: ________________________________
UMMS ROTATION-SPECIFIC ATTACHMENT TO
PROGRAM LETTER OF AGREEMENT

___________________________RESIDENCY PROGRAM

If UMMS currently has an Institutional Affiliation Agreement with the site, only a Rotation-Specific Program Letter of Agreement may be needed. Additional required language is included in the Institutional Affiliation Agreement.

ROTATION SITE: ________________________________________________

ROTATION: ___________________________ DATES: _____________

EDUCATIONAL GOALS AND OBJECTIVES:

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RESIDENT RESPONSIBILITIES:

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FACULTY RESPONSIBLE FOR TEACHING:

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FACULTY RESPONSIBLE FOR SUPERVISION

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FACULTY RESPONSIBLE FOR EVALUATION

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__________________________________________
UMMS Program Director

__________________________________________
SITE Supervisor

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All personnel associated with the University of Massachusetts Medical School must maintain the confidentiality of information about patients of our clinical sites. This Policy applies to the use of patient information in educational activities outside of the clinical care setting or in the medical school, such as in grand rounds, in lectures, and in clinical case correlations.

In these educational settings, patient-related materials, such as medical records, radiographs, or pathology specimens, must be deidentified in accordance with the HIPAA Privacy Rule. This means removing, among other items, all names; any part of an address including zip codes; all dates; social security numbers; medical record numbers; visual images that identify an individual; and all other unique identifying numbers, characteristics or codes. In contrast, deidentified information may still contain information about a person’s race, gender, national origin, sexual orientation, marital status, and age if under 90 years old; these characteristics may be revealed and discussed in an educational setting.

If it is necessary to use non-deidentified information for education purposes outside of the clinical care setting, the student and faculty member are responsible for obtaining a HIPAA-compliant authorization from the patient in advance of the use of data.

As with all matters regarding confidentiality of patient care, the responsibility for protecting the confidentiality of patient data falls upon all participants in our educational programs and activities, including faculty and other educators, students, and support personnel.