PROGRAM LETTER OF AGREEMENT

Between

______________________________ RESIDENCY PROGRAM [Sponsor]
LOCATION, MA

And

UMASS MEDICAL SCHOOL (UMMS)
______________________________ RESIDENCY PROGRAM
WORCESTER, MASSACHUSETTS

And

UMASS MEMORIAL MEDICAL CENTER (UMMMC)

This Agreement is specific to _____________________ Residency Program and the UMass Medical School Department of _____________________ Program, and UMass Memorial Medical Center for their joint participation in the education and training of ________________ for the period of __________ to __________

WHEREAS the SPONSOR is the sponsor of an ACGME-accredited Residency Program in ________________

WHEREAS the SPONSOR desires to have certain of its residents/fellows receive certain clinical experiences at UMass Medical School and UMass Memorial Medical Center; and

WHEREAS UMass Medical School (UMMS) Department of _________________ and UMass Memorial Medical Center are willing to allow residents/fellows from the SPONSOR to use its facilities for the purposes and upon the terms and conditions set forth herein; and

WHEREAS, the Sponsoring Program and UMMS and UMMMC intend for this Program Letter of Agreement to document accurately the mutual understandings of both parties and to comply specifically with 42CFR Section 413.86(f) (4) and applicable Medicare Program guidelines.

The SPONSOR and UMMS and UMMMC hereby agree as follows:

1. EDUCATION PROGRAM

1.1 Residents/Fellows shall receive education and experience in the specialty of ______________ under the direction and supervision of the qualified teaching and supervising physicians determined by UMMS. A list of these faculty and their responsibilities for supervision and education shall be included with this agreement. A copy of the UMMS and UMass Memorial Resident Supervision Policy and Resident Procedure Grid will be provided with this agreement.

1.2 The sponsoring program shall be responsible for the selection of residents to participate in the ________________ rotation and for any disciplinary action taken with respect to them, provided however, that such action shall be in accordance to policies, procedures, rules and regulations established by the Sponsoring Program and made known to residents in advance. The Sponsoring Program shall not discriminate against any of its residents because of race, color, creed, national origin, marital status, gender or sexual orientation.
1.3 The Sponsoring Program Director shall provide UMMS with written educational goals and objectives for the resident assignments. The Sponsoring Program may agree to educational goals and objectives provided by UMMS. The goals and objectives shall be included with this agreement.

1.3 At the conclusion of this rotation, UMMS faculty will provide the Sponsoring Program Director with a written evaluation of each resident’s/fellow’s educational and professional performance.

2. SPONSORING PROGRAM

2.1 The SPONSOR shall ensure that the residents/fellows meet all requirements for appointment as members of their house staff.

2.2 The Sponsoring Program Director shall provide UMMS with a list of residents assigned to UMMS, dates of assignment and mandatory IRIS documentation including social security number, medical school, year of graduation and copy of ECFMG certification (where applicable).

2.3 The SPONSOR shall ensure that the residents/fellows are:
   2.3.1 qualified for activities and responsibilities required of them by this agreement and the applicable educational program set forth in this agreement; Competency must be assessed for procedures indicated on the specialty specific procedures grid listed on the attached form;
   2.3.2 properly licensed to practice medicine as a resident under supervision in the Commonwealth of Massachusetts;
   2.3.3 provided with errors and omission type occurrence-basis or modified claims made with tail liability coverage in amounts of at least $1 million per occurrence and $3 million in the aggregate. Evidence of coverage must be provided
   2.3.4 compliant with UMMMC credentialing requirements. Evidence of satisfactory criminal background check, National Practitioner Data Bank Query, and Federal Exclusion list assessment must be provided
   2.3.5 free from contagious disease and fully compliant with UMMS and UMMMC requirements for Employee Health clearance including TB testing and immunizations.

2.4 The SPONSOR agrees to reasonably cooperate with UMMS and UMMMC and their agents and insurance representatives 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 and shall be handled at all times in accordance with applicable law.

2.5 Each party shall be solely responsible for its own liability arising from the acts or omissions of its employees, students, or agents occurring in the course of performing under this agreement. Each party agrees to cooperate with the other 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.

2.6 All residents/fellows assigned to UMMS/UMMC participate and provide services for credit as part of their sponsoring program. The residents/fellows will receive compensation
and fringe benefits from the SPONSOR and will not be considered employees of UMMS or UMMMC for purpose including, but not limited to, workers’ compensation, insurance, bonding, or any other benefits afforded to employees of UMMS or UMMMC.

2.7 The residents/fellows will remain subject to the SPONSOR Resident Personnel Policies. The residents/fellows are also expected to abide by the policies, rules and regulations of UMMS and UMMMC.

2.8 The SPONSOR shall provide HIPAA Training to all residents and provide documentation of training to UMMS. As trainees working under the direct control of UMMS clinical instructors, residents/fellows will be part of UMMS “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”). The residents will be expected to comply with the UMMS Policy concerning Confidentiality of Patient-Related Materials Used in Teaching. Additionally, UMMS/UMMMC may require each resident/fellow to sign a confidentiality agreement and an acknowledgement that the resident/fellow has received UMMS/UMMMC Notice of Privacy Practices.

2.9 The SPONSOR 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 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.

2.10 The residents/fellows shall be required to provide satisfactory evidence that they are free from contagious disease and fully comply with UMMS and UMMMC requirements for Employee Health clearance, immunizations and TB testing.

2.11 The SPONSOR agrees to withdraw immediately any resident/fellow from UMMMC at the request of UMMMC and/or UMMS if, in the sole opinion of the UMMMC and/or UMMS, such resident/fellow’s continued presence is disadvantageous to the patient, staff, or programs of the UMMMC. The UMMMC and/or UMMS shall provide a written explanation for the request.

3. REQUIREMENTS – UMMS/UMMMC

3.1 UMMS shall ensure that any work-related injury, including blood/body fluid exposure is immediately evaluated, and if necessary, treated on site. UMMS 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 Sponsoring Program requirements. Any costs incurred for care provided will be the responsibility of the resident.

3.2 UMMMC will not bill Medicare and/or Medicaid or other third-party payers for medical services, except in accordance with relevant rules and regulations. Residents and fellows will be included in the UMass Memorial Medical Center Medicare (IRIS) Cost Report for purposes of DME and IME reimbursement.

3.3 UMMS/UMMMC will be responsible for maintaining an environment and atmosphere in which sexual or other forms of harassment are not tolerated. UMMS/UMMMC agree to report complaints involving Residents to the Office of Graduate Medical Education and the SPONSOR.
4. **GENERAL PROVISIONS**

4.1 None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement.

4.2 This Program Letter of Agreement can be amended at any time by written mutual consent between the Sponsoring Program and UMMS and UMMC.

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

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

By:

___________________________________  
Sponsoring Program Residency Director  
(please print name)

By:  
___________________________________  
Sponsoring Program Director Signature  
By:  
___________________________________  
UMMS Residency Program Director  
By:  
___________________________________  
Marilyn P. Leeds, MPH  
UMMS Director, Graduate Medical Education  
By:  
___________________________________  
Andrew Karson, MD  
UMMMC, Chief Medical Officer
COMPLIANCE WITH ACGME REQUIREMENTS

The Accreditation Council for Graduate Medical Education (ACGME) Institutional Requirements state that the Sponsoring Institution is responsible for ensuring that all agreements are ACGME compliant. Please provide the following material as part of this Program Letter of Agreement:

1. PERSONS RESPONSIBLE FOR EDUCATION AND SUPERVISION:
   AT SPONSORING INSTITUTIONS:

   Name and Title of Program Director: MD
   Address:
   Telephone:
   Email:

   AT PARTICIPATING SITE:
   Name and Title of Local Site Director: M.D.
   Name and Title of UMMS __________________, MD
   Address: UMass __________________ Worcester, MA 01655
   Telephone:
   Email:

2. EDUCATIONAL GOALS AND OBJECTIVES OF THIS ROTATION AND A BRIEF ROTATION DESCRIPTION OF FELLOW RESPONSIBILITIES (see attached)

3. IDENTIFY THE OFFICIALS AT THE PARTICIPATING INSTITUTION WHO ASSUME ADMINISTRATIVE, EDUCATIONAL AND SUPERVISORY RESPONSIBILITY FOR THE RESIDENTS/FELLOWS.

4. PROVIDE A LIST OF NAMES OF EACH RESIDENT AND DATES OF ROTATION. All required documentation including application for MA Limited Medical License must be provided at least 90 days prior to the expected start of the rotation.

5. PROVIDE A COPY OF THE REQUIRED EVALUATION FORM(S)
## UMass Memorial Medical Center Policy

### 2034 Resident Supervision

<table>
<thead>
<tr>
<th>Developed By/Policy Owner: Stephen E. Tosi, MD Chief Medical Officer</th>
<th>Effective Date: 2/22/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved by: Patrick L. Muldoon, FACHE President, UMass Memorial Medical Center</td>
<td></td>
</tr>
<tr>
<td>Applicability: This policy applies to all house staff and all attending physicians at UMass Memorial Medical Center</td>
<td>Rescission: Supersedes policy dated: 7/24/14</td>
</tr>
<tr>
<td>Keywords: resident, physician, fellowship, supervision, trainee, post-graduate</td>
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### I. Policy:

UMMMC strives to ensure that an appropriate level of clinical supervision is provided to all residents during clinically relevant educational activities and in compliance with the ACGME [Common Program Requirements](#). UMMMC strives to ensure that the principles set forth in this policy are followed by the residency training programs sponsored by the University of Massachusetts Medical School with participation by UMass Memorial Medical Center.

This policy does not apply to Pharmacy residents.

### II. Definitions:

**Attending Physician (or his/her coverage):** An appropriately licensed and credentialed physician practicing within UMass Memorial Medical Center.

**House Staff:** Practitioners appointed to an organized residency or clinical fellowship program. Intern, PGY (Post Graduate Year), resident and fellow are all House Staff designations.

**Medical Student:** A student enrolled in the UMass Medical School.

### III. General Procedure:

1. In the clinical learning environment, each patient must have an identifiable, appropriately credentialed and privileged attending physician who is ultimately responsible for that patient’s care. Residents and faculty members should inform patients of their respective roles in each patient’s care. Understanding that our mission includes education, we hold the patient’s interests as primary. Our care, and the educational processes coincident with that care, will be patient centered.

2. Clinical responsibilities must be conducted in a supervised and graduated manner, allowing house staff to assume progressively increasing responsibility in accordance with their level of education, ability, and experience.

3. Attending physician supervision must include timely and appropriate feedback, and methods for effectively communicating with supervising faculty. House staff must always request guidance or supervision whenever there is a question about patient assessment or conduct of care that the house staff does not feel he/she can answer or undertake. Residents will never be criticized for asking for help, only for failing to do so when necessary.

4. To ensure effective communication, each department is responsible for providing an on call roster of attending physicians that can accurately designate the coverage for
every service at all times. Departments are responsible for updating the list with any appropriate changes.

5. At the time of admission, the name of each patient’s attending physician and residents (if appropriate) must be entered into the information system and updated as necessary throughout the patient’s hospitalization.

6. Attending physician supervision of house staff should foster humanistic values by demonstrating a concern for each house staff member’s well being and professional development.

7. All house staff activities are supervised by attending physicians who have overall responsibility for patient care rendered and the ultimate authority for final decision-making. The particular house staff-attending relationship and the structure of attending supervision will vary according to patient care setting. Each residency program must have a supervision policy that sets guidelines for circumstances and events in which residents must communicate with appropriate supervising faculty members, such as the transfer of a patient to an intensive care unit, or end-of-life decisions.

8. Faculty supervision assignments should be of sufficient duration to assess the knowledge and skills of each resident and delegate to him/her the appropriate level of patient care authority and responsibility. Levels of supervision are as follows:

- Direct Supervision – the supervising physician is physically present with the resident and patient.
- Indirect Supervision:
  - With direct supervision immediately available – the supervising physician is physically within the site of patient care, and is immediately available to provide Direct Supervision.
  - With direct supervision available – the supervising physician is not physically present within the site of patient care, but is immediately available by means of telephonic and/or electronic modalities, and is available to provide Direct Supervision.
- Oversight – the supervising physician is available to provide review of procedures/encounters with feedback provided after care is delivered.

9. The quality of house staff supervision and adherence to supervision guidelines and policies shall be monitored to ensure proper supervision in the program’s clinical settings (including nights and weekends). Each Department will provide a description of how its programs monitor compliance with supervision policies, a description as to how the programs become aware of and respond to exceptions or critical instances of breakdown of supervision and the mechanisms the programs have in place to ensure accessibility and availability of attending physicians. Each Department will provide these written descriptions to the Chief Medical Officer and to the Chair of the Graduate Medical Education Committee. This information will be presented annually to the MSEC and the GMEC.

10. For any significant concerns regarding house staff supervision, the respective program director shall submit a plan for its remediation approved by the Department Chair, to the Chief Medical Officer for review and approval by the Medical Staff Executive Committee. This will also be forwarded to the GMEC for review and the program director may be required to submit progress reports to the GMEC (through the Chair of the GMEC) and to the MSEC (through the Chief Medical Officer) until the issue is resolved.

IV. Clinical/Departmental Procedure:

Supervision Requirements
V. **Supplemental Materials:**
   Common Program Requirements

VI. **References:** N/A