

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

**PROTOCOL AND TEMPLATE FOR WRITTEN AGREEMENTS FOR RESIDENCY
TRAINING IN NONHOSPITAL SETTINGS**

Revised 9/30/08

(This template should only be used for agreements with nonhospital settings such as freestanding clinics, nursing homes, and physician offices.)

To ensure that the University of Mississippi Medical Center (UMMC) maintains the proper oversight of all accredited Graduate Medical Education (GME) programs and to ensure that compliance with Federal regulations is in place, the following protocol has been established to govern written agreements between UMMC and other institutions or entities for the rotation of residents or fellows to off-campus sites. Federal regulations governing the Medicare/Medicaid programs and ACGME institutional requirements (Institutional Agreements, Section I.C) stipulate that written agreements between the parties must be in place before residents/fellows are placed in non-UMMC environments for training.

WRITTEN AGREEMENT PROTOCOL

All agreements for outside rotations must be submitted to the GME office for approval and routing. The department should obtain a copy of the approved template/outline for the agreement from the GME office. The department must follow the template carefully and complete the agreement, obtain the signature of the departmental chair, and return the agreement to the GME office. The GME office will then route the agreement to the following UMMC officials for approval:

- A. Associate Dean for Graduate Medical Education
- B. Director of Finance, Reimbursement/Budgeting (Hospital Administration)
- C. Director of Compliance
- D. Manager, Grants & Contracts (for invoice Appendix B if applicable)
- E. UMMC Attorney
- F. Administrator, University Hospitals & Health System (Hospital Administration)

Any requested revisions or concerns by the above parties will be noted and forwarded to the GME office, which will contact the department for resolution.

Once all internal approvals have been received, the GME office will mail the signed agreement, with a return envelope, to the appropriate individual who will sign for the external entity.

When the officially executed document has been returned to the UMMC GME office, copies will be distributed as follows with the original retained in the GME office.

- A. Appropriate department
- B. Director of Finance, Reimbursement/Budgeting (Hospital Administration)
- C. Manager, Grants & Contracts (if applicable)

GENERAL GUIDELINES

1. All agreements must be made with the University of Mississippi Medical Center rather than with a UP or UMHC.
2. If the other party is reimbursing UMMC for the costs of the residents, the payment must be for all the resident costs and not for partial reimbursement of the costs.
3. Any payments must be made to the University of Mississippi Medical Center.
4. The agreements must state whether the resident/fellow will be functioning within the scope of their training program or outside the scope of their training program.
5. All agreements must be updated and renewed prior to July 1 and should be for four years. An invoice must be generated each year for the agreement if the facility will reimburse UMMC for the resident.
6. The clinical department must ascertain whether the training site is in a hospital or in a non-hospital environment. Specific language must be included in the agreement depending upon the location of the training site. If the training site is in a hospital, this template should not be used.

If the training site is not a hospital, the clinical department must ascertain the type of entity that operates the training site, that is, whether a sole practitioner, partnership, corporation, or limited liability company operates it. If the site is operated by a sole practitioner, the agreement must be with the individual; if the site is operated by a business entity, the agreement must be with the entity and not with an individual.

7. Agreements must be in place for any non-UMMC rotation, and must be executed prior to the rotation. If the rotation site is unknown prior to July 1 of the fiscal year, the agreement must be completed as soon as the site is known and prior to the actual rotation.
8. Please note that in the second paragraph of Section II Agreement, the individual noted as responsible for supervision of the residents must be a physician in accordance with the teaching physician rules (42 CFR, Section 415). Other medical staff such as nurse practitioners cannot supervise residents in a teaching environment.

AGREEMENT OUTLINE

- I. CONTRACTING PARTIES
- II. AGREEMENT
- III. COSTS AND PAYMENT
- IV. COMPLIANCE
- V. PERIOD OF TIME
- VI. TERMINATION, AMENDMENT OR MODIFICATION
- VII. SIGNATURES

**AGREEMENT BETWEEN
THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
AND
NAME OF PARTY CONTRACTING WITH**

I. CONTRACTING PARTIES

[Instructions: The language must be as follows and instructions for completion of the blanks are shown in bold and italics.]

This Agreement is entered into by and between THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER located at 2500 North State Street, Jackson, Mississippi, 39216 (“UMMC”), and ***SPECIFY NAME OF PARTY CONTRACTING WITH*** located at ***Enter complete address including the zip code*** (“Facility”).

II. AGREEMENT

[Instructions: This section must contain, at a minimum, the following elements and in the language stated. Attachments are permitted for lengthy protocols describing the required training experience and, if attached, cite the attachment in the language. Instructions for completion of the blanks are shown in bold and italics.]

UMMC agrees to assign ***Specify one or more*** ***Specify PGY level*** resident physician(s) in the ***Department Name*** Residency Educational Program to Facility. The purpose shall be to enhance the educational experience of the assigned resident physician. It is anticipated that each assignment shall be for a period of ***Specify length of experience/block***.

In the event a resident physician is not available for the assignment, UMMC agrees to notify ***Name of individual at contracting party***. The following official, ***Specify individual***, will assume administrative, educational and supervisory responsibility for the resident(s) while at Facility. Additional teaching staff responsible for the instruction and supervision of resident(s) at Facility include: ***Specify other individuals***.

Facility agrees to limit the medical duties of the resident physician to the practice of ***Specify discipline*** and to provide adequate supervision of the medical care and practice of the resident physician during the assignment. The educational goals and objectives of this experience may be briefly summarized as follows: ***Summarize concisely several specific learning objectives of the rotation, or optionally, attach an Appendix A that describes more extensively the curriculum for the block.***

The general duties and call responsibilities of the resident physician(s) are described as follows. These duties are in compliance with the resident work hours as defined by the Accreditation Council for Graduate Medical Education.

Summarize briefly days of the week, hours worked, and call duties.

The resident(s) shall be evaluated by teaching and supervisory staff on a regular basis using standard UMMC *Specify department name* resident evaluation forms which assess parameters necessary for clinical competence in *Specify discipline*. In signing this agreement, Facility establishes acceptance of UMMC's rules applicable to residents in training.

III. COSTS AND PAYMENT

1. The resident shall spend his/her activity in patient care activities.
2. The costs of the resident(s) under this agreement (salary, fringe benefits, professional liability, and health insurance) shall be borne by UMMC.
3. UMMC is providing reasonable compensation for supervisory activities under the following circumstance:

Choose the appropriate payment and delete the other options. Include only the paragraph with the appropriate choice.

_____ UMMC agrees to make payment to the Facility in the amount of \$_____ as payment for the performance of general teaching duties required under this agreement. Payment will be made on a *Enter when payment will be made* basis.

_____ **OR** The supervising physician is part of UMMC and is compensated for teaching services provided in the hospital and the non-hospital setting through the faculty practice plan. The physician supervisory costs at the non-hospital setting are reimbursed as part of the overall compensation that the teaching physician receives from UMMC.

_____ **OR** The facility faculty will be provided the opportunity to participate in quarterly Continuing Education Programs or other in kind services provided by the *Enter the Department Name* Department of UMMC.

IV. COMPLIANCE

[Instructions: The following paragraph, in its entirety and without change, must appear in every agreement. Instructions for completion of the blanks are shown in bold and italics.]

As part of the University of Mississippi Medical Center's overall compliance program, Facility shall establish procedures to ensure adherence to all appropriate Federal and State statutes, including but not limited to the Stark I (42 CFR Section 411) and Stark II (42 USC Section 1395) ban on self-referrals, the False Claims Act (31 USC Section 3729, 42 CFR Section 411), the Antikickback Statute (42 USC Section 1320), the Health Insurance Portability and Accountability Act (PL 104-101, 42 USC Section 201), the Balanced Budget Act (PL 105-33), Teaching Physician Rules (42 CFR Section 415) and Medicare Carriers Manual (Section 15016), and Medicare and Medicaid statutes and regulations. Violation of any of the foregoing shall be considered cause for immediate termination of this agreement.

V. PERIOD OF TIME

[Instructions: All agreements must be renewed every four years and will generally run from July 1 through June 30 unless terminated by thirty (30) days written notice from either party as provided for under Section VI. The following sentence is to be used for this section. Instructions for completion of the blanks are shown in bold and italics.]

This Agreement shall begin on ***Specify beginning date*** and shall remain in effect until ***Specify ending date***.

VI. TERMINATION, AMENDMENT OR MODIFICATION

[Instructions: The following in its entirety should be used for this section, without change. Instructions for completion of the blanks are shown in bold and italics.]

This Agreement may be terminated by either party for good cause by giving notice in writing via registered mail, return receipt requested, at least thirty (30) days prior to such termination date. This Agreement, or any portion hereof, may be amended or modified in writing at any time as mutually agreed by all parties. Such amendments or notices must be made in writing via registered mail, return receipt requested. Notices shall be addressed to the parties identified below or as may hereafter be designated by notice in writing.

If to FACILITY

Enter individual's name
Enter complete address

If to UMMC

Enter department chairperson's name
University of Mississippi Medical Center
2500 North State Street
Jackson, Mississippi 39216

AND

Graduate Medical Education Office
University of Mississippi Medical Center
2500 North State Street
Jackson, Mississippi 39216

VII. SIGNATURES

[Instructions: The following in its entirety should be used for this section. The department chairperson, the Associate Dean for GME, and the Associate Vice Chancellor for Integrated Health Systems must sign all agreements. Instructions for completion of the blanks are shown in bold and italics.]

This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi. The individuals below hereby attest to and certify by means of their signature their authority as representatives of the herein-named institutions or entities for purposes of this Agreement.

FOR THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

Signature: _____ Date: _____
Shirley Schlessinger, M.D.
Associate Dean for Graduate Medical Education

Signature: _____ Date: _____
David G. Putt, FACHE
Executive Director, University Hospital
and Chief Operating Officer, University Health Systems

Signature: _____ Date: _____
Enter department chairperson's name
Enter department name

FOR ENTER FULL NAME OF PARTY CONTRACTING WITH

Signature: _____ Date: _____
Name
Title

Signature: _____ Date: _____
Name
Title