

EDUCATIONAL LETTER OF AGREEMENT BETWEEN  
THE DEPARTMENT OF \_\_\_\_\_ AT  
THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER  
AND

\_\_\_\_\_  
\_\_\_\_\_  
***(Facility Name, Practice Site, or Group Name)***  
\_\_\_\_\_

**I. CONTRACTING PARTIES**

This educational letter of agreement is entered into by and between The Department of \_\_\_\_\_ at THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER, 2500 North State Street, Jackson, Mississippi, 39216 ("UMMC"), and \_\_\_\_\_  
***(Facility Name, Practice Site, or Group Name)***  
\_\_\_\_\_.

**II. AGREEMENT**

UMMC agrees to assign (a) PGY \_\_\_\_\_ (***PGY Level(s)***) resident physician(s) in the \_\_\_\_\_ Residency Training Program to ***(Facility Name, Practice Site, or Group Name)***. 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 \_\_\_\_\_. In the event a resident physician is not available for the assignment, UMMC agrees to notify \_\_\_\_\_, M.D. (***facility preceptor or site director***)

The following official, \_\_\_\_\_ (***facility preceptor or site director***), M.D. will assume administrative, educational and supervisory responsibility including formal evaluation for the resident(s) while at ***(Facility Name, Practice Site, or Group Name)***. Additional teaching staff responsible for the instruction and supervision of the resident(s) at ***(Facility Name, Practice Site, or Group Name)*** includes \_\_\_\_\_ and other physicians assigned, as appropriate, by the residency program director. The medical duties of the resident physician will be limited to the practice of \_\_\_\_\_ and adequate supervision of the medical care and practice of the resident physician will be provided by \_\_\_\_\_ M. D. and \_\_\_\_\_ (***specialty***) physicians during the assignment. The educational goals and objectives of this experience may be briefly summarized as follows: to enhance the educational goals and objectives of the \_\_\_\_\_ residency training. See attached Appendix A – written curriculum with rotation objectives and resident responsibilities. The resident names and scheduled rotations at ***(Facility Name, Practice Site, or Group Name)*** (Appendix B) will be provided to rotation supervisor under separate cover if applicable.

***(INCLUDE NEXT PARAGRAPH ONLY FOR TJC APPROVED SITES)***

{}{}{}{} Pursuant to TJC regulations, the \_\_\_\_\_ Residency Educational Program upon request will supply \_\_\_\_\_ with information on procedures that the \_\_\_\_\_ residency program has determined that the resident can perform without immediate supervision, subject to ***(Facility Name, Practice Site, or Group Name)*** internal policies and procedures. The resident(s) may have attained additional skills through the course of the residency program. Verification of these skills can be obtained by communication with the

appropriate residency director. The supervising attending physician retains responsibility for supervising the residency and is empowered to determine what the resident can do.}}}}}}}

The general duties and call responsibilities of the resident physician(s) are included in appendix A. The resident will not exceed 80 duty hours in any given week. Call is to be at the discretion of the supervisor, but no more often than every third night. All duty assignments will be in compliance with the resident work hours as defined by the Accreditation Council for Graduate Medical Education.

The resident(s) shall be evaluated by teaching and supervisory staff on a regular basis using standard UMMC \_\_\_\_\_resident evaluation forms which assess parameters necessary for clinical competence in \_\_\_\_\_. In signing this agreement, **(Facility Name, Practice Site, or Group Name)** establishes that UMMC's policies and procedures will govern resident education during the assignment.

### III. COMPLIANCE

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.

The partner sites agree to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and all related regulations, and assure that they do not and will not discriminate against any person on the basis of race, color, national origin, sex, disability or age under any program or activity receiving federal financial assistance.

**(Facility Name, Practice Site, or Group Name)** certifies that it has not been disqualified in any manner from any federally funded program, and is not barred or limited in any manner from participation in the matters upon which this agreement is based.

### IV. PERIOD OF TIME

This Agreement shall begin on \_\_\_\_\_ and shall remain in effect until June 30, 2012.

### V. TERMINATION, AMENDMENT OR MODIFICATION

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 Name, Practice Site, or Group Name) \_\_\_\_\_, M.D.  
*(Include name of Administrative, Educational  
and Supervisory Responsibility indicated  
above)*

If to UMMC \_\_\_\_\_, M.D., Program Director  
\_\_\_\_\_  
(Residency Program)  
University of Mississippi Medical Center

AND  
Shirley Schlessinger, M.D., Associate Dean  
Graduate Medical Education  
University of Mississippi Medical Center  
2500 North State Street  
Jackson, Mississippi 39216

**VI. SIGNATURES**

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: \_\_\_\_\_  
\_\_\_\_\_, M.D., Program Director  
Department of \_\_\_\_\_

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

**FOR \_\_\_\_\_ (Facility Name, Practice Site, or Group Name)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, M.D.  
*(Include name of administrative, educational, supervisory responsibility)*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(other administrators as required by facility)*