University of Maryland Medical Center

**Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Agreement with**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**for Training of Residents**

**in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Agreement, entered into as of the \_\_\_ day of \_\_\_\_\_\_\_, 20\_\_, is between the University of Maryland Medical Center, LLC on behalf of its Department of \_\_\_\_\_\_\_\_\_\_\_(“UMMC”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a hospital organized under the laws of Maryland (“Hospital”).

The purpose of this Agreement is to enable residents in UMMC’s Department of \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Residents”), to gain additional clinical experience by rotating to Hospital***.***

1. Joint Rights and Obligations
   1. Hospital and UMMC shall agree, in writing, by June 30, on the numbers of Residents to rotate at Hospital, the post graduate year of the Residents, and schedule for the Residents to be at Hospital. No more than \_\_\_ Residents shall be assigned per year to Hospital by UMMC. See Attachment A for specific information on duration of assignment for each Resident to be at Hospital.
   2. Hospital and UMMC agree that the educational experience and clinical objectives for Residents shall be as provided in Attachment B.
   3. No party will discriminate against any Resident on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, marital status, gender identity or expression, genetic information, engagement in protected activity, or any other status or characteristic protected by law.
   4. The liaison for each party who shall be primarily responsible for planning and exchange of information under this Agreement, but shall not be empowered to modify this Agreement, is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, M.D. for Hospital and\_\_\_\_\_\_\_\_\_\_\_\_, M.D. for UMMC.The Hospital liaison has administrative and educational responsibilities for the Residents and for ensuring appropriate supervision of Residents.
   5. Hospital and UMMC each represent and warrant that its organization and their respective officers, agents and employees shall be in material compliance with federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Agreement
   6. Hospital and UMMC will cooperate in meeting due process standards applicable to academic evaluations or disciplinary actions by UMMC that may adversely affect Residents. In the event of administrative or legal proceedings involving a Resident, each party will bear its own expenses.
   7. By written notice, Hospital and UMMC may require that its name be removed from documents and other forms of communication that misrepresent its relationship to the other parties or misrepresent the nature of the training relationship.
2. Representations and Obligations of UMMC
   1. UMMC operates and will operate a properly ACGME accredited program for the training and education of Residents in \_\_\_\_\_\_\_\_\_\_\_\_(“Program”).
   2. UMMC will assign to Hospital for clinical training only those Residents in the Program who:
      1. have successfully completed any prior clinical training
      2. have been licensed with the Maryland Board of Physicians (if required to do so)
      3. have health insurance;
      4. will attend any Hospital specific training required by Hospital on infection control practices, safety, disaster, and other areas and any Hospital required orientation;
      5. have had all medical clearances necessary to use respiratory protection; and
      6. have all health immunizations required by Hospital policies.
   3. UMMC will provide to Hospital the UMMC policies and procedures governing the Residents' education while rotating at the Hospital.
   4. UMMC shall provide professional liability insurance coverage for UMMC Residents in an amount equal to one million dollars per medical incident under this Agreement.
   5. To the extent that UMMC may be considered a “business associate” of Hospital under the Health Insurance Portability and Accountability Act of 1996 Privacy and Security Rule, and to the extent UMMC is provided protected health information (“PHI”) by Residents or may access PHI in review of Resident performance, UMMC agrees that it will:
      1. Use only a limited data set (“LDS”) if possible;
      2. If an LDS is not possible, de-identify any PHI or LDS as soon as reasonably possible;
      3. Use and disclose PHI or LDS only as necessary to perform its responsibilities in operating the Program and evaluating the Residents;
      4. Make any use or disclosure of the PHI or LDS in accordance with its established policies, procedures and requirements;
      5. Make all reasonable efforts not to use or disclose more than the minimum amount of PHI or LDS necessary to accomplish the purpose of the use or disclosure;
      6. Only make uses or disclosures that would not violate the Privacy and Security Rules if done by Hospital;
      7. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI or LDS other than as provided for by this Agreement;
      8. Implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI or LDS in accordance with the Privacy and Security Rule;
      9. To the extent practicable, mitigate any harmful effect known to UMMC of a use of disclosure of PHI or LDS in violation of this Agreement;
      10. Report immediately to Hospital any use, disclosure, or breach of security of PHI or LDS not authorized by this Agreement of which it becomes aware;
      11. Make available to the Secretary of Health and Human Services or to Hospital its internal practices, books and records relating to the use and disclosure of PHI or LDS for purposes of determining compliance with the Privacy and Security Rule, subject to any applicable legal privileges;
      12. No later that the termination of this Agreement, destroy all PHI or LDS that it still maintains and retain no copies of such PHI or LDS;
      13. Not attempt to contact the subject of any PHI or LDS; and
      14. Ensure that any subcontractors or agents to whom UMMC provides the PHI or LDS agree to the same restrictions as those applicable to UMMC.
3. Hospital Rights and Obligations
   1. After notice to UMMC, Hospital may remove UMMC Residents from Hospital if Hospital deems their presence is adverse to Hospital for any reason, including, but not limited to, lack of professional demeanor, incompetence, or failure to adhere to Hospital policies.
   2. Hospital remains responsible for patient care at Hospital.
   3. Hospital is not responsible for medical care for Residents at Hospital except for emergency care and for first aid for minor illness, both at Residents' expense.
   4. Hospital liaison has responsibility for teaching Residents and will permit Residents to participate in the procedures outlined in the Attachment B concerning the educational experiences and clinical objectives while under the appropriate supervision of Hospital staff.
   5. Hospital and its liaison are responsible for complying with ACGME general requirements and ACGME RRC specialty requirements applicable to UMMC’s training Program, including but not limited to, guarantee of due process for the Residents, providing appropriate supervision, and adherence to duty hours requirements as defined by ACGME and which are found at <http://www.acgme.org>. Consistent with these requirements, UMMC’s policies also apply to Residents, including, but not limited to, those on Due Process Hearing Procedure (GMS –C) , Resident Supervision (GMS-H) and Duty Hours (GMS-P) found at and <http://www.umm.edu/gme/>. Supervision requirements for Residents under this Agreement, can be found at the following link under Credentialing – MedHub: http://intra.umms.org/ummc/nursing/cppd/clinpractice/clinresources#Cred
   6. If a Resident is exposed to blood or body fluids as defined the Health General Article of the Maryland Code, while rotating at Hospital pursuant to this agreement, Hospital will request patient testing as provided in the Health General Article. Hospital will follow its standard practices, and shall provide the exposed Resident the same counseling, testing, and immediate medication as it does for its own employees.
   7. Hospital staff will provide UMMC with an evaluation of Resident performance through written evaluations of Resident competency on a one to one basis by Hospital staff designated as clinical instructors.
   8. Hospital will provide Residents with parking accessible to site, a secure area for personal belongings, internet access, private facilities for lactation with refrigeration capabilities, sleep/rest facilities and reasonable accommodations for residents with disabilities.
4. Administrative Provisions
   1. This Agreement starts on \_\_\_\_\_\_\_\_\_\_\_\_\_\_and ends on\_\_\_\_\_\_\_\_\_, unless terminated earlier.
   2. Any modification of this Agreement, including any extension, shall be effective only if in writing and signed on behalf of all parties.
   3. Any party may terminate this Agreement at any time with 90 days prior written notice. Such termination shall apply only to future rotations of Residents to Hospital and shall not affect the current rotation of a Resident at Hospital.
   4. This Agreement does not create a joint venture or partnership between Hospital and UMMC, neither party shall be deemed a third party beneficiary under this agreement, and it creates no rights for Residents.
   5. The laws of the State of Maryland shall govern this Agreement; the parties agree to be subject to the jurisdiction of the Maryland courts.
   6. Notice of Claim. Each party shall make reasonable efforts to notify the other party promptly of any claim it receives against it and/or the other party, which arises out of the clinical activities associated with this Agreement.
   7. Medical Records. Upon reasonable notice and during regular business hours, Hospital shall provide UMMC and their authorized representatives (including but not limited to the MMCIP) access to or copies of records regarding the clinical activities associated with this Agreement as may be necessary for the continuing care of a patient, for quality of care purposes, for defense against an incident or potential claim or suit or investigation, or as otherwise permitted by law.
   8. The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
   9. The invalidity or unenforceability of any terms or conditions hereof shall in no way effect the validity or enforceability of any other term or condition herein.
   10. Until the expiration of four (4) years after the furnishing of services under this contract, UMMC and Hospital will make available to the Secretary, US Department of Health and Human Services, and the US Comptroller General, and their representatives, this contract and all books, documents and records necessary to certify the nature and expense of the cost of those services. If UMMC or Hospital carries out the duties of this contract by sub-contract worth $10,000 or more over a 12 month period with a related organization, the sub-contract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related books and records.
   11. Any notices under this Agreement shall be sent, in writing, by hand or first class mail to:

• if to UMMC:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chairman, Department of\_\_\_\_\_\_\_\_\_\_\_\_

University of Maryland Medical Center

22 South Greene Street

Baltimore, Maryland 21201

Kevin Stierer, MD

Senior Vice President, Medical Affairs

University of Maryland Medical Center

22 S. Greene Street

Baltimore, Maryland 21201

• if to Hospital:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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L. The individuals executing this Agreement represent and warrant that they are duly authorized and empowered to do so.

M. This Agreement may be executed by counterpart signatures.

[signatures follow] UNIVERSITY OF MARYLAND

MEDICAL CENTER

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kevin Stierer, MD

Senior Vice President, Medical Affairs

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mary J. Njoku, M.D.

Designated Institutional Official

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Maureen Hyson

Director – Graduate Medical Education

DEPARTMENT OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Chairman

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Program Director

HOSPITAL

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position

DEPARTMENT OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position

Attachment A

Identification of Residents who will be rotating and duration of assignment

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| --- | --- | --- |
| **Resident Name (includes interns/fellows)** | **PGY Level** | **Period of Resident Assignment (months/weeks)** |
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### Attachment B

Educational Experiences and Clinical Objectives

Please attach the **competency based** learning goals and objectives for this rotation and label them Attachment B.