

PROGRAM LETTER OF AGREEMENT

For Non-UVA Graduate Medical Trainees to Receive Education at the University of Virginia Medical Center

This Program Letter of Agreement ("Agreement") is dated _____, 20__ (the "Effective Date"), by and between (Rotation Site Legal Name) ("FACILITY") and The Rector and Visitors of the University of Virginia on behalf of its Medical Center ("UVA").

Witnesseth:

Whereas, FACILITY is a (University/Academic Medical Center) providing a wide array of health care services and training opportunities, and

Whereas, UVA is an academic medical center committed to establishing and maintaining high quality Graduate Medical Education Training Programs and desires to contract with FACILITY to provide clinical education to FACILITY Trainees ("Trainee(s)") enrolled in Graduate Medical Education Programs, and

Whereas, both parties recognize that they share mutual goals of optimum patient care, excellent Graduate Medical Education and development of better systems of health care delivery and seek to implement these goals through residency education training in accordance with the terms and conditions set forth herein, and

Now, therefore, in consideration of the above premises and covenants hereinafter set forth, it is mutually agreed by and between the parties as follows:

1. General Terms

- a) The number of Trainees accepted at UVA for assignment shall be mutually agreed upon between UVA and FACILITY.
- b) Specific educational training program details are set forth in Attachments which are incorporated into the agreement by reference and made a part hereof.
- c) UVA shall have the right to exclude any Trainee from the educational training program when the Trainee is deemed unfit for his/her duties including physical and mental impairment and alcohol or chemical impairment, when the Trainee demonstrate substandard performance, or when the Trainee does not comply with the policies and procedures of UVA.
- d) Neither UVA nor FACILITY shall discriminate on the basis of age, color, disability, marital status, national or ethnic origin, political affiliation, race, religion, sex (including pregnancy), sexual orientation, veteran status, and family medical or genetic information in either the selection of Trainees for clinical practice or as to any aspect of the clinical practice experience.
- e) Each party shall maintain the confidentiality of all records, including, but not limited to, patient records, in accordance with all applicable Federal, State and local laws, ordinances, regulations, rules and directives, relating to confidentiality.
- f) The policies and procedures which govern the Trainee's education while rotating to UVA are those of FACILITY and include but are not limited to the selection and scheduling of Trainees, coordination of work assignments, provision of any disciplinary actions against Trainees, and resolution of disputes/complaints/grievances. All such policies and procedures shall comply with ACGME requirements.
- g) In no event shall Trainees be deemed employees of UVA. UVA shall not be responsible for payment to Trainees or FACILITY for any salary, wages, stipends, cost of travel, housing, or employment-related benefits unless otherwise indicated in Attachment A.
- h) The costs of first aid or emergency care provided by UVA to any Trainees for illnesses or accidents shall not be the responsibility of UVA.
- i) The term of this Agreement shall commence on _____, 2020 and shall end on _____, 20(no more than 5 years) (the "Term"), unless terminated earlier pursuant to Section 4.c.

2. FACILITY Responsibilities.

- a) FACILITY shall retain responsibility for Trainees education and for arranging appropriate clinical learning experiences for Trainees.
- b) Prior to Trainees' placement at UVA, FACILITY shall provide UVA information on Trainees' education and experience, dates of assignment to UVA, number of Trainees to be placed, names, pertinent identification information about Trainees, objectives for the clinical education experience and suggested curriculum outlines.
- c) FACILITY shall ensure that all Trainees assigned to UVA have attained the required education level for the educational program or for the position assigned as well as the experience and competency level appropriate for the educational training program or position.
- d) FACILITY shall pay Trainees' salary and employment benefits while at UVA.
- e) FACILITY shall maintain during the life of this agreement general liability coverage on behalf of its trainees and professional malpractice coverage in the minimum amounts in accordance with Virginia State Code § 8.01-581.15. FACILITY shall provide to UVA, certificates of insurance evidencing the coverage required herein upon request.
- f) FACILITY Trainees assigned are required to complete health screenings prior to placement at UVA, and shall provide UVA their immunization history.
- g) FACILITY shall verify that Trainees assigned to UVA are United States' citizens or otherwise legally authorized Residents of the United States.
- h) FACILITY shall cause all Trainees who are placed at UVA and have the potential for exposure to blood and potentially infectious body fluids to receive specific information and training about occupational exposure and appropriate protective measures prior to assignment at UVA. FACILITY shall document such training and make such documentation available to UVA upon request. FACILITY shall make the hepatitis B vaccination available to any Trainees who have the potential for exposure.
- i) FACILITY agrees to comply with current Centers for Disease Control ("CDC") recommendations/guidelines in testing of Trainee for tuberculosis. FACILITY shall retain and make available upon request, to UVA a copy of the results of such tuberculosis screenings.
- j) FACILITY shall not knowingly assign to UVA, nor permit to continue in assignment, any Trainees whose medical or psychiatric condition would be inconsistent with safe clinical practice.
- k) FACILITY shall inform Trainee they are to comply with the policies and procedures, rules, and regulations of UVA at all times during the clinical experience at UVA.

3. UVA Responsibilities.

- a) UVA shall provide Trainees access to first aid and emergency care for illnesses and accidents occurring while at UVA. UVA shall be entitled to charge Trainees for such first aid and emergency care services.
- b) Upon FACILITY's request, UVA shall provide FACILITY an evaluation of Trainees' performance and progress.
- c) UVA shall make available to FACILITY written orientation materials and relevant policies and procedures.
- d) UVA shall maintain responsibility for patient care.
- e) UVA shall provide the Trainees with a variety of clinical educational experiences as mutually agreed upon by the FACILITY Program Director and the UVA Program Director, consistent with the requirements of the ACGME.

4. Miscellaneous Provisions

- a) Any written communication or notice shall be made to the following representatives of the respective parties at the following addresses:

For UVA: C. Milton Dunlap, III
Director, Contract Management
UVA Medical Center
P.O. Box 800778
Charlottesville, VA 22908-0778

For FACILITY: _____

- b) The section headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement.
- c) Either party may terminate this Agreement at any time without cause by sending the other party notice of termination no less than ninety (90) days prior to the end of an academic year.
- d) This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and any applicable federal law. Nothing herein shall be construed as a waiver of the sovereign immunity of the Commonwealth of Virginia.
- e) Any provision of this Agreement that is determined by any court of competent jurisdiction to be invalid or unenforceable shall not affect the validity or enforceability of any other provision of this Agreement.
- f) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Parties may not assign, delegate, subcontract or otherwise transfer (whether by operation of law or otherwise) any of its rights, interests or obligations in this Agreement without the prior written approval of the other party.
- g) This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or emailed signature page were an original thereof.

Signature Page to follow

IN WITNESS WHEREOF, the parties hereto have caused this Program Letter of Agreement to be executed as of the day and year first written above by the following persons who warrants that they are duly authorized thereto.

The Rector and Visitors of the University of Virginia

Facility Name

By: _____
Chris A. Ghaemmaghami, MD

Interim Chief Executive Officer

University of Virginia Medical Center

By: _____
(Name)

(Title)

(Facility Name)

Date: _____

Date: _____

By: _____
Susan E Kirk, M.D.

Designated Institutional Official
Associate Dean for Graduate Medical
Education
University of Virginia Health System

By: _____
(Name)

(Title)

(Facility Name)

Date: _____

Date: _____

Attachment A
Program Details

1. The Director of the (program name) Residency/Fellowship Program at FACILITY is (program director name). The Attending Physician who will assume administrative, educational, and supervisory responsibility for the Trainee(s) during their rotation at UVA is (physician's name), M.D.
2. The educational goals and objectives for this rotation at UVA are: (brief but complete explanation of the purpose of the rotation)

3. Assignment and Support of Trainees: (#) Trainee(s) will be assigned to this rotation at UVA for a period of (length of rotation) during the (PGY-year) year of training in accordance with a rotation schedule provided by (Facility program director name).
4. Supervision and Evaluation: UVA, through the individual identified above, shall ensure Trainee(s) are supervised and scheduled in accordance with Accreditation Council of Graduate Medical Education ("ACGME") requirements during the rotation at UVA. This individual shall, at the completion of each rotation block and at other times if necessary, provide formal, written evaluations of the Trainee's performance. Trainees will be afforded the opportunity to evaluate FACILITY faculty and the rotation experience.

By: _____
(UVA Supervising Physician Name)

(Program Name)
(Department)
University of Virginia Health System

By: _____
(Facility Program Director)

(Title)
(Facility Name)

Date: _____

Date: _____