

**University of Maryland  
Medical Center  
Department of \_\_\_\_\_  
and  
University of Maryland School of Medicine  
Agreement with  
\_\_\_\_\_  
for Training of Residents  
in \_\_\_\_\_**

This Agreement, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, is between the University of Maryland Medical Center, a health care facility owned and operated by the University of Maryland Medical System Corporation, a Maryland tax-exempt corporation, on behalf of its Department of \_\_\_\_\_ (UMMC), University of Maryland School of Medicine, an academic unit of the University of Maryland Baltimore, a Maryland public institution of higher education created by State law ("SOM"), and \_\_\_\_\_, a hospital organized under the laws of \_\_\_\_\_ (Hospital).

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

I. Joint Rights and Obligations

- A. Hospital and UMMC and SOM shall agree, in writing, by \_\_\_\_\_, on numbers of Residents, and days and hours for Residents to be at UMMC, and clinical objectives for Residents. No more than \_\_\_\_\_ and not less than \_\_\_\_\_ Residents shall be assigned per year to UMMC by Hospital.
- B. No party will discriminate on race, color, creed, sex, religion, age, national origin, or nondisqualifying handicap.
- C. Each party shall designate, in writing, a liaison who shall be primarily responsible for planning and exchange of information under this Agreement, but shall not be empowered to modify this Agreement.
- D. Hospital and UMMC and SOM will cooperate in meeting due process standards applicable to academic evaluations or disciplinary actions by Hospital which may adversely affect Residents. In the event of administrative or legal proceedings involving a Resident, each party will bear its own expenses.
- E. By written notice, either Hospital or UMMC and SOM may require that its name be removed from documents and other forms of communication that misrepresent its relationship to the other party or misrepresent the nature of the training relationship.

II. Representations and Obligations of Hospital

- A. Hospital operates and will operate a properly ACGME accredited program for the training and education of Residents in \_\_\_\_\_ (Program)

1. Hospital will provide UMMC and SOM evidence of such accreditation prior to the arrival of any Resident at UMMC.
  2. Hospital is responsible for all academic and educational components of the Program, including philosophy, curriculum, educational opportunities, course objectives, and instructional schedules.
- B. Hospital will assign to UMMC for clinical training only those Residents in the Program who:
1. have successfully completed any prior clinical training
  2. have been registered or licensed with the Maryland Board of Physicians
  3. have had provided to UMMC and SOM all original source documentation (medical school graduation, completion of prior training, etc.) and other material required by the Maryland Department of Health and Mental Hygiene Office of Licensing and Certification Programs.
  4. have been certified by the Hospital in cardio-pulmonary resuscitation (cross out if this requirement does not apply);
  5. have health insurance
  6. have completed training in universal precautions and infection control and present documentation of such training;
  7. will attend any UMMC specific training required by UMMC on infection control practices, safety, disaster, and other areas;
  8. Have received education on protected health information and the Privacy Rule under HIPAA;
  9. will comply with UMMC and SOM and Department of \_\_\_\_\_ policies, including those dealing with confidentiality of patient information; and
  10. have had all health immunizations required by UMMC policies, including measles, mumps, rubella, varicella, TB, and HBV and provide any required evidence of immunization BEFORE arrival.
- C. Hospital will cooperate with UMMC and SOM insureds and insurer with regard to any potential claim involving Residents and agrees that UMMC and SOM may interview a Resident if an incident occurs
- D. The Hospital does not anticipate that any Hospital faculty will supervise Residents at UMMC. However, if any Hospital faculty are so involved, they will be properly State licensed and credentialed with UMMC before participating in patient care. All provisions of this Agreement governing Residents will also govern faculty.
- E. Hospital will educate Residents on its resources and policies governing Resident exposures to patient blood or bodily fluids, and shall provide infection control handling of any exposure for the Resident. Hospital may purchase such services for its Residents from UMMC at a price to be determined by UMMC
- F. Residents will attend and complete any orientation required by UMMC and SOM
- G. Hospital may appoint such UMMC and SOM staff as UMMC and SOM may agree to be clinical instructors of Hospital for Residents while at UMMC.
- H. Residents and Hospital faculty shall conduct no research involving patients at UMMC without prior UMMC approval and appropriate institutional review board approval
- I. To the extent that Hospital may be considered a "business associate" of UMMC under the HIPAA Privacy Rule, and to the extent that Hospital is provided

protected health information (PHI) by Residents or may access PHI in review of Resident performance, Hospital further agrees that it will:

1. use only a limited data set (LDS) if possible;
2. if an LDS is not possible, deidentify 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 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 UMMC;
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 Security Rule;
9. to the extent practicable, mitigate any harmful effect known to it of a use or disclosure of PHI or LDS in violation of this Agreement;
10. report immediately to UMMC 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 UMMC BA's internal practices, books and records relating to the use and disclosure of PHI or LDS for purposes of determining compliance with the Privacy Rule, subject to any applicable legal privileges;
12. no later than the termination of this Agreement, will destroy all PHI or LDS that BA 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 it provides the PHI or LDS agree to the same restrictions as those applicable to it.

III. UMMC and SOM Rights and Obligations

- A. UMMC and SOM have the absolute right to remove Hospital faculty or Residents from UMMC if UMMC and SOM deem their presence is adverse to UMMC and SOM for any reason, including, but not limited to, lack of professional demeanor, incompetence, or failure to adhere to UMMC and SOM policies
- B. UMMC remains responsible for patient care at UMMC
- C. UMMC and SOM are not responsible for medical care for Residents at UMMC except for first aid for minor illness at Residents' expense
- D. UMMC and SOM will permit Residents to participate in the procedures outlined in the clinical objectives while under the supervision of UMMC and SOM staff designated as clinical instructors.

- E. UMMC and SOM staff will provide Hospital with an evaluation of Resident performance through written evaluations of Resident competency on a one to one basis by UMMC and SOM staff designated as clinical instructors.
- F. UMMC shall provide professional liability insurance coverage in a minimal amount of one million dollars per claim and three million dollars per year for actions and omissions involving patient care at UMMC for Hospital Residents under this agreement.

IV. Administrative Provisions

- A. This Agreement starts on \_\_\_\_\_ and ends on \_\_\_\_\_.
- B. Any modification of this Agreement, including any extension, shall be effective only if in writing and signed on behalf of both parties.
- C. Either 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 UMMC and SOM and shall not affect the current rotation of a Resident at UMMC.
- D. This Agreement does not create a joint venture or partnership between UMMC and SOM and Hospital, is not a third party beneficiary agreement, and creates no rights for Residents.
- E. This agreement shall be governed by the law of the State of Maryland; the parties agree to be subject to the jurisdiction of the Maryland courts.

F. Any notices under this Agreement shall be sent, in writing, by hand or first class mail to:

- if to UMMC and SOM:  
\_\_\_\_\_, M.D.  
Chairman, Department of \_\_\_\_\_  
University of Maryland Medical Center  
22 South Greene St.  
Baltimore, Md. 21201

Jeffrey A. Rivest  
President and Chief Executive Officer  
University of Maryland Medical Center  
Executive Office  
22 S. Greene Street  
Baltimore, Md. 21201

Timothy J. Babineau, M.D.  
Senior Vice President and Chief Medical Officer  
Designated Institutional Official  
Executive Office  
University of Maryland Medical Center  
22 S. Greene St.  
Baltimore, Md. 21201

Nancy Ryan Lowitt, M.D., Ed.M., F.A.C.P.  
Associate Dean for Professional Development  
And Faculty Affairs  
University of Maryland School of Medicine  
14-015 Bressler Research Building  
655 W. Baltimore St.  
Baltimore, Md. 21201

- if to Hospital:  
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UNIVERSITY OF MARYLAND  
MEDICAL CENTER

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

Jeffrey A. Rivest  
President and Chief Executive Officer

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

Timothy J. Babineau, M.D.  
Senior Vice President and Chief Medical Officer  
Designated Institutional Official

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

Laura Pounds  
Director – Graduate Medical Education

UNIVERSITY OF MARYLAND  
SCHOOL OF MEDICINE

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

Nancy Ryan Lowitt, M.D., Ed.M., F.A.C.P.  
Associate Dean for Professional Development  
And Faculty Affairs

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

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

Chairman \_\_\_\_\_, M.D.

Hospital

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Office

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position