

Date Approved: July 2005

## VISITING RESIDENT POLICY

Residents from other institutions may complete a clinical rotation at The University of Tennessee Medical Center at Knoxville Graduate School of Medicine according to the following procedure.

1. The rotation must be approved by the Chairman and/or Program Director of the UTGSM department in which the resident will be performing the rotation and the Chairman and/or Program Director of the department in the institution in which the potential visiting resident is currently enrolled in a residency program.
2. The visiting resident's Chairman and/or Program Director should confirm in writing the following:
  - a. The resident's current status in a residency training program.
  - b. The intent of the institution in which the resident is enrolled is to continue the resident's salary, benefits, and professional liability insurance coverage during the period the resident is rotating at UTGSM.
  - c. Inclusive dates of the rotation.
3. The UTGSM Chairman and/or Program Director should confirm in writing the acceptance of the resident for the rotation requested.
4. The visiting resident must have a current Tennessee Medical License or a Tennessee Medical Licensure Exemption as required by the Tennessee State Board of Medical Examiners. The Office of Graduate Medical Education will make application to the Board Administrative Office for licensure exemption for a visiting resident who does not have either of these documents.
5. All housing, meals, and other expenses will be the responsibility of the visiting resident.
6. If night or weekend call is required, UTGSM will provide sleeping quarters and on-call meals in accordance with the policy for UTGSM residents.
7. Parking will be provided.
8. A pager will be provided.
9. A performance evaluation for the resident should be completed by the program director; and an evaluation of the educational experience should be completed by the resident at the end of the rotation.

10. Copies of all correspondence between the respective Chairmen and/or Program Directors should be forwarded to the Office of Graduate Medical Education so that appropriate comprehensive data may be maintained for all visiting residents.
11. Visiting residents must comply with all University of Tennessee Graduate School of Medicine policies.

**APPLICATION FOR TEMPORARY ROTATION AS A  
RESIDENT / CLINICAL FELLOW AT THE UNIVERSITY OF TENNESSEE  
Graduate School of Medicine, Knoxville TN**

I hereby apply to the University of Tennessee for residency/clinical fellow training rotation in the Department / Division of:

\_\_\_\_\_

Preferred Effective Dates of Rotation: FROM \_\_\_\_\_

TO \_\_\_\_\_

NAME:

\_\_\_\_\_

(LAST) (FIRST) (MIDDLE)

PRESENT ADDRESS:

\_\_\_\_\_

(STREET) (CITY) (STATE) (ZIP CODE)

PHONE NUMBER: \_\_\_\_\_ SOCIAL SECURITY NO.: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

**EDUCATIONAL BACKGROUND:**

(Graduates of Foreign Medical Schools must provide a valid ECFMG certificate.)

MEDICAL SCHOOL (Include Dates):

\_\_\_\_\_

ACADEMIC HONORS (College and Medical School):

\_\_\_\_\_

**PROFESSIONAL EXPERIENCE:**

Residency (Include Hospital and Location, Specialty and Dates):

CURRENT:

\_\_\_\_\_

PREVIOUS:

\_\_\_\_\_

**LICENSURE:**

Are you currently licensed to practice medicine? \_\_\_\_\_

If so, please indicate: STATE: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_

**MALPRACTICE INSURANCE:**

Have you had any cancellations, non-renewals or limits placed on your malpractice coverage?

\_\_\_\_ NO \_\_\_\_ YES (If yes, please attach summary of details.)

Have you been party to any malpractice liability claims, suits and/or settlements?

\_\_\_\_ NO \_\_\_\_ YES (If yes, please attach summary of details.)

Current malpractice coverage? \_\_\_\_\_ Yes \_\_\_\_\_ No

Carrier: \_\_\_\_\_

Coverage Limits: \_\_\_\_\_

(Minimum of \$1 million / \$3 million)

**CRIMINAL RECORD:** Have you ever been convicted of a crime, other than a minor traffic violation?

\_\_\_\_ No \_\_\_\_ Yes (If yes, please attach a summary of details.)

**HEALTH INSURANCE COVERAGE** Provided by: \_\_\_\_\_

Plan/Policy No.: \_\_\_\_\_

- 
- **REFERENCES:** This application should be accompanied by a reference letter from the applicant's Program Director or Clinical Chief verifying that the applicant is in good standing with his/her current training program. Additionally, this letter should state that the Sponsoring Home Institution will continue to provide liability and health insurance as well as stipend while on rotation at UT.

**To be signed by Applicant:**

By accepting this temporary assignment to the Housestaff at the University of Tennessee, I agree to abide by the rules and regulations of the Hospital and Service to which I am assigned. I understand that the University of Tennessee will not provide a stipend, professional liability or health insurance.

Signature of applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Assignment as an affiliated resident / clinical fellow is made by the Hospital on the recommendation of the Chief of Service and is for the term stated only.

**To be completed and signed by Sponsoring Home Institution Program Director:**

I approve the application of \_\_\_\_\_, who is currently enrolled as a \_\_\_\_\_ year resident / clinical fellow in an Accreditation Council for Graduate Medical Education (ACGME) or American Osteopathic Association (A.O.A.) accredited residency program (Specialty) \_\_\_\_\_

at (Name of Sponsoring Home Institution) \_\_\_\_\_, to rotate at UT. The Sponsoring Home Institution will continue to provide the stipend, professional liability and health insurance.

**Signature of Home Institution Program Director:**

\_\_\_\_\_ Date: \_\_\_\_\_

Program Director Name Printed: \_\_\_\_\_

Program Director's Phone Number: ( ) \_\_\_\_\_ - \_\_\_\_\_

I approve the above temporary assignment to \_\_\_\_\_ clinical service at the University of Tennessee for the dates specified.

**Signature of UT Program Director:** \_\_\_\_\_ Date: \_\_\_\_\_

**To be signed by Associate Dean/DIO, GME- University of Tennessee:**

Approval given.

Associate Dean/DIO, GME: \_\_\_\_\_ Date: \_\_\_\_\_

"In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, the University of Tennessee does not discriminate on the basis of race, sex, religion, national or ethnic origin, age, disability, or military service in its administration of educational policies, programs, or activities; its admissions policies; scholarship and loan programs; athletic or other University administered programs or employment. Complaints should be directed to the Office of Equity and Diversity; 920 Madison Ave., Suite 420; Memphis, TN 38163; (901) 448-2112, TDD (901) 448-7382. (Approved GMDEC 11/09)

**EDUCATIONAL AFFILIATION UHS-GSM FOR VISITING RESIDENTS****AFFILIATION AGREEMENT**

THIS AFFILIATION AGREEMENT (hereinafter "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between University Health System, Inc. ("UHS") and \_\_\_\_\_, an Accreditation Council for Graduate Medical Education [or American Osteopathic Association] accredited residency program ("Institution").

WHEREAS, UHS operates the University of Tennessee Medical Center, an acute-care hospital located in Knoxville, Tennessee ("Hospital");

WHEREAS, Hospital is, in addition to its patient care activities, engaged in educational activities regarding the provision of health care services in various disciplines;

WHEREAS, Institution has entered into an agreement with the University of Tennessee, through its College of Medicine in Knoxville, Graduate School of Medicine ("University"), pursuant to which University has agreed to the temporary assignment of certain residents or clinical fellows currently enrolled at Institution to clinical service at University (collectively "Residents"), with the understanding that such clinical opportunities will take place at the Hospital;

WHEREAS, Institution desires to utilize services of the Hospital in providing clinical experiences for Residents enrolled at Institution; and

WHEREAS, in cooperation with University, UHS desires to provide clinical learning experiences for such Residents.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

**1.0 Mutual Responsibilities.**

**1.1** UHS will accept Residents selected and approved by Institution for a period of clinical experience. The nature of the experience shall be arranged by Institution and a designated individual from University within the stated philosophies and objectives of Institution and UHS.

**1.1.1** The number of Residents assigned to the Hospital will be subject to UHS's ability, in its sole judgment, to provide a quality clinical experience while maintaining the ability to provide quality patient services and meeting all UHS's business objectives.

**1.1.2** This Agreement does not obligate UHS to accept any particular number of Residents.

**1.2** All rules and regulations of UHS shall be applicable to all Residents while on clinical rotation at the Hospital.

**1.3** University will have administrative supervision of the Residents while Residents are on rotation at the Hospital; however, Institution acknowledges that it maintains ultimate responsibility for the oversight and control of Residents placed at the Hospital participating in the clinical rotation.

**1.4** Institution may visit the Hospital before, after and/or during any Resident assignment.

**1.5** Residents will provide University with evidence of mutually-acceptable record of immunization and liability insurance prior to initial assignments. Any medical and/or health care provided by UHS to Residents, whether emergency or otherwise, will be at the expense of the respective Resident.

**1.6** UHS will not collect tuition or fees for Residents' clinical experience at Hospital except as otherwise allowed under this Agreement or any Addendum attached hereto.

**1.7** Institution and a UHS liaison or representative will communicate as often as appropriate to fulfill the objectives of this Agreement.

## **2.0 School Responsibilities.**

**2.1** At least \_\_\_\_\_ (\_\_\_) weeks prior to the commencement of a Resident's assignment to the Hospital, Institution will provide University with the name of the Resident and the rotation period.

**2.1.1** Institution may revoke any assignment prior to a Resident's entry into the clinical rotation at the Hospital.

**2.1.2** Institution will use its best efforts to see that Residents selected for participation in training under this Agreement are prepared for effective participation in the activities contemplated by this Agreement. School shall forward to University a summary of the Resident's training and experience which shall include at least information on the general and professional education and experience along with any other information reasonably requested by UHS.

**2.1.3** Institution may withdraw a Resident from his/her assigned clinical rotation at the Hospital when, in Institution's judgment, the clinical experience does not meet the needs of the Resident.

**2.1.4** Institution shall remove a Resident from his/her assigned clinical rotation at the Hospital at any time upon request by UHS when, in the sole judgment of UHS, such removal is appropriate.

**2.2** Upon request, Institution shall provide a written statement of philosophy and the objectives of curricular and clinical education to UHS.

**2.3** Institution shall appoint a faculty member who will be the liaison or representative for Institution with UHS. Institution shall provide UHS the name, address and telephone number of said individual.

**2.4** Institution shall provide written communication to UHS, if requested, regarding its performance in providing clinical education experiences.

**2.5** Institution will require Resident to comply with UHS's rules, regulations and procedures, and use its best efforts to keep Residents informed as to the same and any changes thereto. Specifically, Institution will keep each participating Resident apprised of his or her responsibility to:

**2.5.1** Follow the administrative policies, standards and practices of UHS and the Hospital when the Resident is in the Hospital.

**2.5.2** Provide the necessary and appropriate uniforms and supplies required where not provided by UHS.

**2.5.3** Report to the Hospital on time and to follow all established regulations during the regularly scheduled operating hours of the Hospital.

**2.5.4** Conform to the standards and practices established by Institution while training at the Hospital.

**2.5.5** Adhere to the requisite professional standards of care and scope of practice applicable to Residents in the clinical experiences contemplated under this Agreement.

**2.5.6** Keep in confidence all medical and health information pertaining to the Hospital's patients.

## **3.0 Hospital Responsibilities.**

**3.1** UHS will provide clinical experiences to the assigned Residents as set forth in this Agreement.

**3.2** UHS will provide access to the physical facilities, library, and equipment necessary for the Residents to obtain the clinical experiences as set forth under this Agreement.

**3.3** UHS will designate an appropriate individual within the Hospital to be the liaison or representative to Institution.

**3.4** UHS will request Institution to withdraw a Resident from their assigned clinical rotation at the Hospital when the Resident, in UHS's sole judgment, is unacceptable to UHS; Resident's clinical performance is unsatisfactory, inappropriate; or his/her behavior is disruptive or detrimental to UHS or the Hospital and/or its patients.

**3.5** UHS will participate, when requested by Institution faculty, in the evaluation of the Residents and the clinical experience.

**3.6** UHS will make available, where appropriate, the privileges of employees (meals, parking, etc.) to Residents.

#### **4.0 General Agreement.**

**4.1 Jurisdiction, Venue and Governing Law.** The Agreement shall be governed by the laws of the State of Tennessee, without regard to principles of conflicts of law. Any and all actions regarding this Agreement, or otherwise, shall be brought in the Courts of Knox County, Tennessee.

**4.2 Responsibility for Care.** It is understood that patient care services are the responsibility of the Hospital and under its control and supervision and as directed by members of its medical staff.

**4.3 Responsibility for Education and Students.** It is understood that the clinical program and all Residents placed at Hospital under this Agreement are under the control and supervision of Institution or University, and not UHS.

**4.4 Term and Termination.** This Agreement shall begin on the day and year first mentioned above and shall remain in effect as long as it is mutually acceptable to UHS and Institution. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice of termination.

**4.5 Compliance with Laws and Regulations.** The parties intend for this Agreement and the operation of the clinical rotation hereunder to comply with all applicable laws and regulations, including those relating to any applicable reimbursement of UHS, the Hospital and Institution for care provided to patients under governmental reimbursement programs. The parties agree to work together in good faith to ensure continuing compliance in the operation of this clinical program and to negotiate in good faith any modifications or additions to this Agreement which may be necessary from time to time to maintain compliance with a changing regulatory environment. In the event that there is a change in the laws and regulations governing this Agreement or the reimbursement of either party for care provided to patients under governmental reimbursement programs which materially affects the operation of the program or the reimbursement available to either party, then either party may give written notice to the other requesting renegotiation of this Agreement to meet that change and the parties shall proceed in good faith with such renegotiation. If the parties fail within sixty (60) days of such notice to reach agreement on new or modified terms for the operation of this clinical program, this Agreement shall then terminate.

**4.6 Entire and Exclusive Agreement.** This Agreement constitutes the entire agreement between the parties, incorporating and superseding all prior agreement, oral or written; and no provisions hereof may be omitted or modified except in writing signed by the parties. No provision of this Agreement may be waived except in writing signed by the party from whom such waiver is sought, and such waiver shall be effective only in the specific instance and for the specific purpose given.

**4.7 Assignment.** Neither party hereto shall assign this agreement or any rights, obligations or duties hereunder without first obtaining the written consent of the other party.

**4.8 Notices.** Notice of communication required to be given pursuant to this Agreement, or otherwise, shall be given to the respective parties by hand, by mailing when deposited with the United States Postal Service, certified

or registered mail, or by overnight courier to the following addresses unless otherwise designated by either party by written notice one to the other:

To UHS: Norman D. Majors  
Senior Vice President & CAO  
1520 Cherokee Trail, Suite 200  
Knoxville, TN 37920

To Institution: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4.9 Liability and Insurance.** Institution agrees to maintain adequate general and professional liability insurance in an amount not less than \$1 million per occurrence \$3 million aggregate for itself, its employees and Residents. Institution agrees to name UHS as an additional insured under its policies of insurance if requested by UHS. UHS agrees to maintain adequate general and professional liability insurance for itself and its employees. Institution will provide evidence of such insurance coverage of Institution and Residents to University prior to placement of Residents under this Agreement.

**4.10 Indemnification.** Institution shall defend, indemnify and hold harmless UHS, its directors, officers, members, agents, employees and representatives from any and all claims for losses or damage to property or injury or death to persons, arising from the negligent or wrongful acts or omissions of Institution, its employees, instructors and Residents, inclusive of reasonable costs, expenses and attorney's fees.

**4.11 Severability.** If any parts of this Agreement are found to be void, or prohibited by or unlawful or unenforceable under any applicable law, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the voided parts were deleted.

**4.15 Nondiscrimination.** No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal and/or Tennessee constitutional and/or statutory laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written.

UNIVERSITY HEALTH SYSTEM, INC.

INSTITUTION

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

TITLE: Senior Vice President & CAO TITLE: \_\_\_\_\_