

# **MASTER AFFILIATION AGREEMENT**

**between**

**RHODE ISLAND HOSPITAL**

**and**

**“Name of Participating Institution”**

This Master Affiliation Agreement (hereinafter the “Agreement”), made and effective this 1<sup>ST</sup> day of July, YEAR by and between Rhode Island Hospital (the “Sponsoring Institution”) and <Name of Hospital>, a major participating site for the Sponsoring Institution (the “Participating Institution”).

## **WITNESSETH**

WHEREAS, the Sponsoring Institution is a general teaching hospital which operates ACGME accredited programs to train residents and fellows; and

WHEREAS, the Participating Institution is a Review Committee-approved general teaching hospital which meets the ACGME’s definition of a “major participating site” for the Sponsoring Institution’s Graduate Medical Education Program(s); and

WHEREAS, each Institution desires to provide quality clinical experiences for House Officers; and

NOW THEREFORE, the parties agree as follows:

### **I. PURPOSE**

The Sponsoring Institution and the Participating Institution share a commitment to provide excellent health care as non-profit teaching hospitals. This mission is pursued through the parties’ participation in and funding of Graduate Medical Education Programs which provide academic and clinical training.

### **A. EDUCATION**

The primary purpose of Graduate Medical Education is to educate physicians in accordance with Graduate Medical Education accreditation requirements, and consistent with requirements for eligibility for American medical specialty board certification. The residency and fellowship training programs at the Sponsoring Institution and the Participating Institution seek to be academically rigorous, to be appropriately staffed, financed, and organized, and to be supportive of each House Officer physician’s personal and professional development.

## **B. CLINICAL SERVICE**

An integral part of all residency and fellowship programs is the provision of clinical services to meet practical training and experience requirements. Therefore, it is expected that all residents and fellows participating in a training program will provide quality patient care services, under qualified faculty supervision, and with opportunities to achieve progressive, incremental responsibilities.

The clinical faculty and administration at the Sponsoring Institution and at the Participating Institution are supportive of the Program(s), as documented by the following: (i) the Institution has a standing committee for graduate medical education; (ii) the administration and trustees of the Institution supply adequate funds for department development educational materials in the library, and audio visual aids for House Officers and faculty; and (iii) there has been full cooperation through the trustees, administration, full-time faculty, part-time faculty, and the Graduate Medical Education Committee of the Sponsoring Institution in fulfilling goals and objectives of education. It is the opinion of the trustees, the administration of the Institution, and of all the faculty that an excellent house staff will continue to be a major factor contributing to the quality of patient care by residents in the state of Rhode Island.

## **C. ADMINISTRATION**

The Graduate Medical Education Committee, chaired by the Designated Institutional Official, is responsible for the academic oversight of the training programs. The GMEC must establish and implement policies and procedures regarding the quality of education and the work environment for the residents in all programs at all sites utilized for training.

## **II. RESPONSIBILITIES OF SPONSORING INSTITUTION**

The Sponsoring Institution shall assume final responsibility for all aspects of the Programs. The Sponsoring Institution must comply with the Accreditation Council of Graduate Medical Education (ACGME) Institutional and Common Program Requirements and must ensure that all residency and fellowship programs comply with the ACGME Common and Specialty Specific Requirements. The Sponsoring Institution must have in place an administrative system to oversee the Programs.

### **A. APPOINTMENT AND ASSIGNMENT OF HOUSE OFFICERS**

The Sponsoring Institution shall recruit, select, and appoint physicians to the Programs and shall assign certain of these House Officers to the Participating Institutions for training and service purposes. Under no circumstances shall this Agreement be considered a contract of partnership or joint venture among any of the Institutions hereunder. House Officers shall be assigned to the Participating Institution pursuant to program specific rotation schedules, described in Program Letters of Agreement. If any House Officer is unable to meet his or her clinical schedule, the Program Director will use his or her best efforts to schedule another House Officer to take his or her place. In any case where a replacement is not available, the Program Director shall notify the affected Participating Institution(s) immediately.

## **B. LICENSING AND INSURANCE**

The Sponsoring Institution shall ensure that House Officers are properly licensed to practice medicine in the State of Rhode Island and are covered by professional liability insurance in appropriate amounts throughout the term of this Agreement; and for notifying the Participating Institution of the current licensure and insurance status of each House Officer.

## **C. SUPERVISION**

The Sponsoring Institution shall establish the duties and performance standards for the House Officers, in consultation with the Participating Institution. Except for patient care and related purposes, the Sponsoring Institution, through the Program Director(s), shall retain ultimate responsibility for the House Officers, who shall abide by all applicable Sponsoring Institution and Participating Institution policies, rules, regulations, and procedures.

## **D. NON-DISCRIMINATION/HARASSMENT**

The Sponsoring Institution will be responsible for maintaining an environment and atmosphere in which sexual or other forms of harassment and discrimination are not tolerated. The Sponsoring Institution will be responsible for notifying its employees and attending physicians of its policy on sexual harassment, the support services available to individuals who are the victims of harassment (at that site) and the possible sanctions against individuals who commit such actions.

The Sponsoring Institution agrees to report complaints involving Residents to the Office of Graduate Medical Education. All formal investigations must be conducted so as to assure adequate due process for both the complainant and the accused, including the right to appeal and adverse actions affecting employment status.

## **III. RESPONSIBILITIES OF THE PARTICIPATING INSTITUTION**

The Participating Institution is a Review Committee-approved participating site, and meets the ACGME definition of a “major participating site.” The Participating Institution must support the educational goals of the affiliated training program(s), by providing qualified teaching, supervision, administration and other necessary components of a training program. Further, the Participating Institution must adhere to, and cooperate with the Sponsoring Institution in meeting all ACGME Common and Specialty Specific Requirements. The Participating Institution will designate officials who will assume administrative, educational and supervisory responsibility.

### **A. ACCREDITATION**

The Participating Institution shall be accredited by The Joint Commission; or accredited by another entity with reasonably equivalent standards as determined by the Institutional Review Committee of the ACGME; or recognized by another entity with reasonably equivalent standards.

### **B. EDUCATION**

The Participating Institution shall acknowledge that its primary responsibility to the House Officers is to provide appropriate opportunities for supervised clinical training and

instruction, and for meeting established program educational goals. The Participating Institution shall further acknowledge that some of the individual House Officers assigned to such Participating Institution will, from time to time, be at other Institutions for required or elective educational rotations.

### **C. SUPERVISION**

The Participating Institution shall, for patient care and related purposes, provide immediate supervision of the House Officers. House Officers shall be subject to all applicable policies of a Participating Institution, rules, by-laws, regulations and procedures when providing services in the Participating Institution.

### **D. DUTY HOURS**

The Participating Institution must comply with the Sponsoring Institution's Program Duty Hour Policy in compliance with the ACGME Common Program Requirements.

### **E. EVALUATIONS**

Faculty supervisors on the service to which the House Officers are assigned shall complete required evaluations of the assigned House Officers on the form provided by the Sponsoring Institution, and within a time period reasonably requested by the Sponsoring Institution.

### **F. INSURANCE**

The Participating Institution, where applicable, shall cooperate with the Sponsoring Institution in the investigation and defense of incidents involving potential or actual liability involving services by House Officers pursuant to this Agreement, including, but not limited to, access to relevant documents and records.

The Participating Institution shall, at all times during the term of this Agreement, ensure that each teaching physician on the Hospital's Medical Staff maintains a professional liability insurance in the amount of \$1,000,000/\$3,000,000 annual aggregate or equivalent protection.

## **IV. FINANCIAL COMMITMENTS**

### **A. SPONSORING INSTITUTION**

The House Officers are full-time employees of the Sponsoring Institution, and all salaries and contracts with the House Officers will be administered through the Sponsoring Institution. Sponsoring Institution is responsible for the salaries, fringe benefits, medical malpractice insurance, as well as administrative and education expenses to support the House Officers and the Programs.

### **B. PARTICIPATING INSTITUTIONS**

The Participating Institution shall make payments to the Sponsoring Institution to cover the cost of the expenses referenced in the preceding paragraph for assigned FTE positions in accordance with Program Specific Letters of Agreement.

### **C. MEDICARE REPORTING**

The Sponsoring Institution and the Participating Institution shall exchange data and documentation required by the Federal Medicare program for timely and complete reporting of the annual count of House Officer FTE positions, under the Intern and Resident Information System (IRIS). The Sponsoring Institution shall respond to reasonable Participating Institution requests for information regarding the Medicare Direct Medical Education (DME) Reimbursement and Indirect Medical Education (IME) Adjustment methodologies. The Participating Institution shall provide the Sponsoring Institution with its annual DME and IME counts and other reasonable information.

## **V. TERM AND TERMINATION**

This Agreement shall commence on the day and year first written above and shall continue for a period of five (5) years. The Agreement may be renewed for additional five-year terms upon mutual agreement of the parties.

## **VI. MISCELLANEOUS**

### **A. INDEPENDENT CONTRACTOR STATUS**

The parties hereto are independent contractors, and no Institution is authorized to act as agent or employee of any other. Nothing in this Agreement shall alter the freedom enjoyed by the Institutions hereunder, nor shall it in any way alter the control of the management, assets, and affairs of the respective Institutions. The Institutions, by virtue of this Agreement, do not assume any liability for any debts or obligations of either a financial or a legal nature incurred by any other party to this Agreement.

### **B. AMENDMENTS**

This Agreement may be amended at any time by written agreement signed by all parties hereto.

### **C. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and contains all of the agreements between them with respect to the subject matter hereof and supersedes all other agreements, either verbal or in writing, between the parties hereto with respect to the subject matter hereof.

### **D. ASSIGNMENT**

The rights and obligations created under this Agreement involve the particular purposes, objectives and characteristics of the contracting parties and, therefore, no party shall assign or transfer its rights or obligations hereunder.

### **E. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each

term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**F. WAIVER**

The failure of a party to insist upon strict performance of any of the terms of this Agreement in any one or more instances shall not be construed to be a waiver or relinquishment of any such rights or provisions, but the same shall remain in full force and effect.

**G. APPLICABLE LAWS**

This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

IN WITNESS WHEREOF, Rhode Island Hospital and <Name of Participating Hospital> have hereunto caused this Agreement to be executed by laws provided, the day and year first written above.

Rhode Island Hospital

By: \_\_\_\_\_  
Director, Graduate Medical Education and  
DIO  
Staci Fischer, M.D.

<Name of Participating Hospital>

By: \_\_\_\_\_  
President & CEO or Designee  
<Name>