

MEMORANDUM OF UNDERSTANDING  
CONCERNING AFFILIATION OF RESIDENTS  
FOR CLINICAL TRAINING

This is a Memorandum of Understanding on the part of the \_\_\_\_\_, hereinafter referred to as "Facility", and the Board of Regents of the University System of Georgia by and on behalf of Medical College of Georgia, hereinafter referred to as "University".

A. PURPOSE:

(1) The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality clinical learning experiences for medical residents (hereinafter referred to jointly as "Residents"), in the University's medical clinical education programs.

(2) Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another, to the Residents and faculty assigned to the Facility, or to any third party.

B. GENERAL UNDERSTANDING:

(1) The courses of instruction (i.e., clinical education programs) to be provided will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by the University and the Facility through Facility's Chief Medical Officer. The starting and ending dates for each program shall be agreed upon at least one month before the program commences.

(2) The number of Residents designated for participation in a clinical education program will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. All Residents must be mutually acceptable to both parties and either

party may withdraw any Resident from a program based upon perceived lack of competency on the part of the Resident, the Resident's failure to comply with the rules and policies of the Facility or the University, or, for any other reason when either party reasonably believes that it is not in the best interest of the program for the Resident to continue.

(3) There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability, or other legally protected classification in either the selection of Residents in the program, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the Resident's effective participation in the program.

#### C. FACILITY RESPONSIBILITIES:

(1) In accordance with University Hospital Medical Staff Policy and Procedures "Supervision of Residents" (copy attached) as amended from time to time, the Facility will maintain administrative and professional supervision of Residents insofar as their presence and program assignments affect the operation of the Facility and the care, direct and indirect, of patients. University shall coordinate the administrative supervision of the Residents with Facility's Chief Medical Officer. No provision of this relationship shall prevent any Facility patient from requesting not to be a teaching patient or prevent any member of the Facility medical staff from designating any patient as a non-teaching patient.

(2) The Facility will provide adequate clinical facilities for Residents in accordance with the clinical objectives developed through cooperative planning by University and the Facility's Chief Medical Officer.

(3) The Facility will use its best efforts to make conference space and classrooms available as may be necessary for teaching and planning activities in connection with clinical programs.

(4) Facility staff shall, upon reasonable request, assist the University in the evaluation of the learning and performance of Residents. Any evaluation shall not be construed as a certification by the Facility as to the competence of any Resident or a representation by the Facility of any Resident's ability or competence in connection with the practical implementation of any knowledge gained in a clinical training program.

(5) The Facility shall provide for the orientation of Residents as to the philosophies, rules, regulations and policies of the Facility.

(6) All medical or health care (emergency or otherwise) that a Resident receives at the Facility will be at the expense of the individual involved.

#### D. UNIVERSITY RESPONSIBILITIES:

(1) The University shall designate an individual who shall have responsibility to coordinate and administer this Memorandum of Understanding on behalf of University.

(2) The University will use its best efforts to see that Residents selected for participation in the clinical program are prepared for effective participation in the clinical activities. The University will retain ultimate responsibility for the training of its Residents.

(3) University will provide to Facility's medical staff office, no later than thirty (30) days prior to the commencement of any rotation, the names of each Resident engaged in clinical training at Facility, together with a copy (front and back) of each Resident's Georgia Resident Permit, a photograph of the Resident, a copy of the Resident's CPR card, the name of the corresponding clinical faculty member supervising each Resident's training at Facility along with a copy of the agreement between the training program and the supervising clinical faculty member, and a description of the clinical functions the Resident may perform including, when applicable, a list of procedures. Prior to the commencement of clinical training at Facility, the University will, upon request and with proper authorization, provide

responsible Facility officials with such Resident records as will adequately disclose the prior education and related experiences of prospective Residents.

(4) The University will use its best efforts to see that the clinical training programs at the Facility are conducted in such a manner as to enhance patient care. Only those Residents who have satisfactorily completed the prerequisite didactic portion of their curriculum will be selected for participation in a program. University will provide to Facility's medical staff office written procedure lists with respect to each Resident participating in clinical training at Facility.

(5) The University will not assign any faculty member to the Facility in connection with the operation of the program who is not appropriately licensed, and will keep evidence of the licensure of all assigned faculty on file with the Facility at all times.

(6) The University will require all Residents and faculty members to show proof of liability insurance or coverage in amounts satisfactory to the University and Facility and to provide evidence of such insurance upon request of the Facility.

(7) The University will encourage Resident compliance with the Facility's rules, regulations and procedures, and use its best efforts to keep Residents informed as to the same and any changes therein. Specifically, the University will keep each Resident apprised of his or her responsibility;

To follow the administrative policies, standards and practices of the Facility when the Resident is in the Facility.

To provide the necessary and appropriate uniforms and supplies required where not provided by the Facility:

To report to the Facility on time and to follow all established regulations during the regularly scheduled operating hours of the Facility.

To conform to the standards and practices established by the University while training at the Facility.

To keep in confidence all medical and health information pertaining to particular patients, each Resident must present a signed Facility Confidentiality Statement (copy attached).

To follow Centers for Disease Control and Prevention (C.D.C.) Universal Precautions for Blood borne Pathogens, C.D.C. Guidelines for Tuberculosis Infection Control, and Occupational Safety and Health Administration (O.S.H.A.) Respiratory Protection Standards, each Resident must present documentation of Respirator mask fit testing.

To wear a name tag that clearly identifies the wearer as a resident.

(8) The University will require each Resident to furnish proof of a current physical Examination including PPD status by skin test or chest x-ray, the results of which shall, upon request, be made available to the Facility. Residents may agree to have such examinations performed by the Facility.

(9) The University shall attest that a criminal background check has been conducted with respect to each Resident within two years of commencing any rotation at Facility and that said background check reflected no criminal history.

The Facility has the right, at any time, to request health status reports on Residents, to the extent allowed by applicable law. Moreover, if a Resident and/or faculty member has an exposure to blood or body substances, if there is an injury to a Resident or-if there is an infectious disease outbreak, the University agrees, to the extent allowed by law, to send the Resident's health records within two (2) business days of the receipt of a written request by the Facility for such health records.

E. MUTUAL RESPONSIBILITIES:

(1) The parties will work together to maintain an environment of quality clinical learning experiences and quality patient care. At the request of either party, a meeting or conference will be promptly held between University and Facility representatives to resolve any problems or develop any improvements in the operation of the contemplated clinical training programs.

(2) The University and the Facility acknowledge and agree that neither party shall be Responsible for any loss, injury or other damage to the person or property of any Resident Participating in a program at Facility unless such loss, injury or damage results from the negligence or willful misconduct of that party, its agents, officers or employees.

(3) This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the Facility and the University; without limiting the generality of the foregoing, no rights are intended to be created for any patient, Resident, parent or guardian of any Resident, spouse, next of kin, employer or prospective employer of any Resident.

(4) Neither party is an agent, employee or servant of the other. The University and the Facility acknowledge and agree that Residents in the program are not employees of the Facility by reason of such participation. Facility assumes no responsibilities as to the Residents that may be imposed upon an employer under any law, regulation or ordinance. The University shall instruct its Residents that they are not employees of Facility and are not to identify themselves as such.

(5) Unless sooner canceled as provided below, the term of this affiliation for clinical training shall be one (1) year, commencing on \_\_\_\_\_, and ending on \_\_\_\_\_. This working relationship and affiliation shall automatically renew for successive one (1) year terms. This agreement may be amended at any time by mutual written agreement of the parties. It may also

be canceled at any time by either party upon not less than ninety (90) days written notice in advance of the next clinical training experience.

This \_\_\_\_\_ day of \_\_\_\_\_, 20

The Board of Regents of  
the University System of  
Georgia by and on behalf  
Of the Medical College of  
Georgia

By: \_\_\_\_\_

(Name)

(Title)

By: \_\_\_\_\_

D. Douglas Miller, M.D., C.M.

Dean, School of Medicine