### POLICY AND PROCEDURE

## UNIVERSITY OF NORTH CAROLINA HOSPITALS GRADUATE MEDICAL EDUCATION POLICY ON INTERNATIONAL ROTATIONS

### **POLICY:**

All international rotations must receive approval from: 1) the Resident/Subspecialty Resident's Program Director; 2) the department chair; and 3) the Office of Graduate Medical Education before a resident is able to participate in the rotation. International rotations must also receive prior RRC/ACGME approval, as appropriate.

- I. All requests for international rotations must meet the following criteria for approval:
  - A. The rotation must have educational value that cannot be obtained at UNC Hospitals or through an affiliation agreement with a rotation site in the United States:
  - B. The rotation must be of excellent educational quality;
  - C. The goals and objectives of the rotation must meet RRC/ACGME applicable Institutional, Common and Specialty-specific program requirements, and a copy of the goals and objectives must be attached to the special projects application;
  - D. A copy of the curriculum (service and educational), and list of core and miscellaneous responsibilities should also be included; and
  - E. A letter from the program director stating whether or not the resident will receive credit for this rotation and procedure/case logs from this rotation toward completion of the program. If full credit will not be given, this letter must outline the terms of the extension of the period of training that will be required for completion of the program.
  - F. Documentation from the host institution or representative outlining the procedures for exposure to blood borne pathogens (specifically the availability of post-exposure prophylaxis for HIV) and/or other infectious diseases commonly encountered in patient care environments. HIV post-exposure management MUST be consistent with US Public Health Service

- guidelines (Kuhar D, et al. Infection Control Hospital Epidemiology 2013;34:875-892).
- II. During approved rotations Residents/Subspecialty Residents shall abide by the UNC and ACGME/RRC policies, rules and regulations governing their residency programs including, but not limited to, those rules that address duty hours.
- III. A Letter of Agreement similar to the sample below is required between UNC Health Care System and the receiving Program/Institution, to include the following:
  - A. Receiving program/institution accepts responsibility for resident training, supervision, evaluation and staying within ACGME/RRC guidelines on duty hours;
  - B. The supervising physician(s) at the host institution must have skills sufficient to provide appropriate supervision (e.g., experience with medical education and competencies);
  - C. The resident must complete the Voluntary Participation and Assumption of Risk Agreement attached to this policy.
- IV. Residents/Subspecialty Residents must provide a *full disclosure of their financial support* pertinent to their trip (e.g., university, private company grants) as part of the approval process. All trip-related expenses are the responsibility of the resident, unless such expenses are paid by the training program and agreed to prior to the rotation.
- V. Residents/Subspecialty Residents participating in elective international rotations must sign a Voluntary Participation and Assumption of Risk Agreement, similar to the sample attached to this policy, acknowledging that there are inherent risks in international travel, that participation is completely voluntary, and releasing UNC Hospitals, UNC at Chapel Hill, and the UNC Health Care System, from liability for property loss or personal injury incurred while participating in the program, except that the resident does not waive any rights they are entitled to under the North Carolina Workers' Compensation Act. The Agreement must include an acknowledgement that the resident has reviewed Consular Information Sheets issued by the United States Department of State and provided by the Office of Graduate Medical Education concerning the country in which the rotation will take place, and that the resident understands and accepts the risks associated with such travel.
- VI. **Hospital-paid Residents/Subspecialty Residents** should contact UNCH Occupational Health Services 6-8 weeks before departing the country to receive a

pre-travel medical evaluation, prescriptions for prophylaxtic medications as recommended by the Centers for Disease Control and Prevention (CDC) (e.g., malaria prophylaxis), and administration of necessary immunizations as per current CDC guidelines and administered through the UNC Travax portal. Residents are responsible for obtaining, personal medications, visas, passports, travel health and evacuation insurance (through Highway to Health/UNC) and meeting other administrative travel requirements, including completion of Office of International Activities educational modules and registering in the UNC global travel registry. Residents/Subspecialty Residents must provide the Residency Coordinator with an emergency contact in the United States and a means to contact them while out of the country. If these steps are not completed prior to travel, the Residency Program Director will be made aware and the resident or subspecialty fellow will not be allowed to travel.

University-paid Residents/Subspecialty Residents should contact the University Employee Occupational Health Clinic 6-8 weeks before departing the country to receive a pre-travel medical evaluation, prescriptions for prophylaxtic medications as recommended by the Centers for Disease Control and Prevention (CDC) (e.g., malaria prophylaxis), and administration of necessary immunizations as per current CDC guidelines and administered through the UNC Travax portal. Residents are responsible for obtaining, personal medications, visas, passports, travel health and evacuation insurance (through Highway to Health/UNC) and meeting other administrative travel requirements, including completion of Office of International Activities educational modules and registering in the UNC global travel registry. Residents/Subspecialty Residents must provide the Residency Coordinator with an emergency contact in the United States and a means to contact them while out of the country. If these steps are not completed prior to travel, the Residency Program Director will be made aware and the resident or subspecialty fellow will not be allowed to travel. Authorization for use of University travel services can be found at <a href="http://ehs.unc.edu/ueohc/travel-">http://ehs.unc.edu/ueohc/travel-</a> immunizations/.

- VII. Residents/Subspecialty Residents are prohibited from the following:
  - A. Using any financial resources provided by foundations or companies that have direct ties with pharmaceutical, formula, or biomedical companies;
  - B. Visiting any country with a U.S. State Department "travel warning" or on the UNC Global "no travel" country or area list;
  - C. Engaging in any activities that have direct political, military or religious implications on foreign soil while in training as a UNC resident on an international rotation;

- D. Practicing any medical procedures or treatments that clearly contradict the standards of ethical practice in the United States or the program or UNC Health Care System; or
- E. Distributing controlled substances as part of a plan of patient care without appropriate authorization in accordance with the laws and regulations of the country in which the rotation takes place.

### VIII. After the rotation:

- A. Residents must provide the Program Director with a minimum of one evaluation at the end of their trip, using core ACGME competencies and goals and objectives for the rotation. This one competency-based evaluation must be completed by the supervising physician who directly observed the resident in the international location. The resident must also supply a letter of completion from the host institution's supervising physician in order to receive credit for the rotation; and
- B. Residents must provide the Program Director with a report/journal of their activities, functions, achievements, social, medical, and educational impact/contribution at the end of their rotation.
- C. Hospital-paid Residents/Subspecialty Residents who develop post-travel illnesses should report to UNCH Occupational Health Services. University-paid Residents/Subspecialty Residents who develop post-travel illnesses will be seen at University Employee Occupational Health Clinic.

Approved by GMEC: 1/20/10 Approved by GMEC: 5/18/16 Approved by MSEC: 12/12/11 Approved by MSEC: 6/13/16

GMEC Reviewed and Approved: 10/19/11

# LETTER OF AGREEMENT BETWEEN THE UNIVERSITY OF NORTH CAROLINA HEALTH CARE SYSTEM AND \*\*FACILITY NAME\*\*

This correspondence is a Letter of Agreement by and between the University of North Carolina Health Care System ("UNC HCS"), for and on behalf of its University of North Carolina Hospitals ("UNC Hospitals") and its clinical patient care program of the Department of \*\*RESIDENCY PROGRAM DEPARTMENT\*\* of the School of Medicine of the University of North Carolina at Chapel Hill (the "University"), and \*\*FACILITY NAME\*\*, concerning activities to be undertaken with \*\*FACILITY NAME\*\* by \*\*RESIDENT(S) NAME(S)\*\*, currently a \*\*RESIDENCY PROGRAM NAME\*\* resident with UNC HCS. This Letter outlines the parties' responsibilities as they relate to the rotation. \*\*RESIDENT(S) NAME(S)\*\* will be assigned to \*\*FACILITY NAME\*\* from the \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_ through the \_\_\_\_ day of \_\_\_\_\_ 20\_\_. This experience will provide \*\*RESIDENT(S) NAME(S)\*\* with the opportunity to \*\*SPECIFIC EDUCATIONAL GOAL OF ROTATION\*\*.

The specific objectives for this rotation are:

- 1.
- 2.
- 3.

**«FACILITY NAME»** accepts responsibility for training, supervising, and evaluating **«RESIDENT(S) NAME(S)»**. **«FACILITY NAME»** shall provide **«NAME or TITLE»** to serve as site director for **«FACILITY NAME»** for purposes of this Letter of Agreement and who shall assume administrative, educational and supervisory responsibility for the resident(s) while assigned to **«FACILITY NAME»**. The site director will facilitate communication among the parties and coordinate scheduling and activities of the residents to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs. All correspondence regarding schedules will be distributed and communicated with the UNC HCS supervising faculty member. A written evaluation of each resident's performance will be provided to UNC HCS at the end of the rotation at **«FACILITY NAME»**. **«FACILITY NAME»** shall provide a sufficient number of attending physicians with documented qualifications (e.g., experience with medical education and competencies) to instruct and supervise the clinical education experiences of all residents rotating to **«FACILITY NAME»** under this Agreement. **«FACILITY NAME»** acknowledges and agrees that all patient care will be supervised by qualified **«FACILITY NAME»** attending physicians.

UNC Hospitals shall maintain responsibility for the quality of the educational experiences and retains authority over the residents' activities. The Residency Program Director for the Department of *«RESIDENCY PROGRAM DEPARTMENT»* shall be responsible for overseeing the quality of didactic and clinical education residents will receive at *«FACILITY NAME»*. UNC HCS shall maintain in full force and effect self-insurance professional liability, including medical malpractice, for residents in amounts not less than \$100,000 per occurrence, and for itself in amounts not less than required by the North Carolina Tort Claims Act.

**«FACILITY NAME»** shall be responsible for its negligence and the negligence of its employees and agents in accordance with applicable law.

**«FACILITY NAME»** shall promptly notify UNC HCS of any lawsuit(s) or claim(s) filed by or on behalf of a patient of **«FACILITY NAME»** against it, its physicians, and its employees, if any, which involve the services of a resident, at the address below to the attention of Brian Goldstein, MD. In the event of such

lawsuit(s) or claim(s), **«FACILITY NAME»** will provide UNC HCS with any information related to such lawsuits of claim(s) that is reasonably requested by UNC HCS.

In the event that the Accreditation Council for Graduate Medical Education (ACGME) should request information and/or a site visit, the parties will cooperate with ACGME and promptly furnish any information reasonably requested and make the **«FACILITY NAME»**'s premises available for reasonable inspection as may be requested by ACGME.

**«FACILITY NAME»** acknowledges and agrees that UNC HCS residents who are not authorized to distribute controlled substances in accordance with **«COUNTRY»** law in will not be able to distribute controlled substances as part of a plan of treatment of patients at **«FACILITY NAME»**.

«FACILITY NAME» agrees to monitor «RESIDENT(S) NAME(S)»'s activities to ensure that «RESIDENT(S) NAME(S)» stays within ACGME/RRC guidelines on duty hours during this rotation. Duty hours are defined as all clinical and academic activities related to the residency program (e.g., patient care, both inpatient and outpatient), administrative duties relative to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled activities such as conferences and must be limited to 80 hours per week, averaged over a four (4) week period, inclusive of all in-house call activities. Duty hours do not include reading and preparation time spent away from the duty site. Duty hours of PGY-1 residents must not exceed sixteen hours in duration. Duty periods of PGY-2 residents and above may be scheduled to a maximum of twenty-four hours of continuous duty at <<FACILITY NAME>>. However, residents must not be assigned additional clinical responsibilities after twenty-four hours of continuous in-house duty. Moreover, <<FACILITY NAME>> shall allow for strategic napping, especially after sixteen hours of continuous duty and between the hours of 10:00 p.m. and 8:00 a.m., when appropriate. Adequate time for rest and personal activities must be provided. All residents should have ten hours, and must have eight hours, free of duty between scheduled duty periods. Upper level residents must have at least fourteen hours free of duty after twenty-four hours of in-house duty. Residents must be scheduled for a minimum of one day free of duty every week (when averaged over four weeks). At-home call cannot be assigned on these free days. One day is defined as one continuous twenty-four-hour period free from all clinical, educational, and administrative duties. Residents must not be scheduled for more than six consecutive nights of night float.

In the event that **«FACILITY NAME»** is a hospital, or in the event that part of this rotation includes oncall coverage, PGY-2 residents and above must be scheduled for in-house call no more frequently than every third night (when averaged over a four-week period). PGY-1 residents must not take call. Continuous on-site duty, including in-house call, must not exceed twenty-four consecutive hours. Assigned residents may remain on duty for up to six additional hours to participate in didactic activities, transfer care of patients, conduct outpatient clinics, and maintain continuity of medical and surgical care. No new patients may be accepted by assigned residents after twenty-four hours of continuous duty. Athome call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident. Time spent in the hospital by residents on at-home call must count toward the 80-hour maximum weekly hour limit. The frequency of at-home call is not subject to the every third night limitation, but must satisfy the requirement for one day in seven free of duty, when averaged over four weeks. Residents are permitted to return to the hospital while on at-home call to care for new or established patients. Each episode of this type of care, while it must be included in the 80-hour weekly maximum, will not initiate a new "off-duty period." Assigned residents taking at-home call must be provided with one day in seven completely free from all educational and clinical responsibilities, averaged over a four-week period. When assigned residents are called into the hospital from home, the hours residents spend in-house are counted toward the 80-hour limit.

Please sign this Letter and return one original to UNC HCS for our files. At the end of this rotation, we ask that you provide an evaluation of **«RESIDENT(S) NAME(S)»** work on this project by way of a letter to **«RESIDENCY DIRECTOR NAME»** at the following address:

Thank you for your cooperation.

FOR AND ON BEHALF OF THE UNIVERSITY OF NORTH CAROLINA HEALTH CARE SYSTEM FOR AND ON BEHALF OF **«FULL FACILITY NAME»** 

Brian P. Goldstein, MD, MBA, FACP Executive Vice President and COO UNC Hospitals		Signature Title: Date:	
Date:			
Address:	101 Manning Drive CB#7600 Chapel Hill, N.C. 27514	Address:	
Dept of <b>«SOM DEPARTMENT»</b> Program Director		Site Director	
Date:		Date:	

cc: UNC Hospitals Graduate Medical Education Office 101 Manning Drive 1st Floor, 1107-G West Wing CB#7600 Chapel Hill, N.C. 27514

And

UNC Hospitals Reimbursement/Cost Accounting Department 211 Friday Center Drive Suite 2104 CB#7600 Chapel Hill, N.C. 27517

### VOLUNTARY PARTICIPATION AND ASSUMPTION OF RISK AGREEMENT

### [Program] Residency Special Project

NAME	(PLEASE PRINT)	

In consideration for being approved to participate in the **[Program]** Residency Special Project in **[Location of Rotation]**, I hereby agree to the following:

- My participation in the international rotation program is entirely voluntary. I understand and acknowledge that, while I have chosen to participate in this Special Project to gain exposure to medicine in an international setting, an international Special Project is not a requirement of my [Program] Residency Program. I understand that I would be able to fulfill all requirements of my residency without participating in this trip or traveling internationally.
- I acknowledge that foreign travel may entail risks of personal and/or bodily injury, property loss, or death, including as a result of kidnapping, criminal activity, war, terrorist attacks, lack of access to health care, food or beverage contamination, public health problems, and unsafe local transportation.
- 3. I acknowledge, understand, and accept the risks of travel to [Location of Rotation], including those listed on the attached Consular Information Sheet issued by the United States Department of State on [Issue Date] (receipt of which is hereby acknowledged), and that it is my responsibility to obtain current safety information on travel to, and within [Location of Rotation] from the U.S. State Department web page http://travel.state.gov/.
- 4. I agree to assume all risks relating to this trip and I hereby waive any and all claims against UNC Hospitals, UNC at Chapel Hill, and the UNC Health Care System for any loss, property damage, or personal injury, including death, that may be sustained by me or to any property belonging to me while I am traveling in connection with this trip, except that I do not waive any rights that I may have under the North Carolina Workers' Compensation Act.
- 5. I understand that I am personally responsible for all my visa, public health and customs compliance, and that if I am not a U.S. citizen or permanent resident alien, reentry to the United States may not be automatic.

I have carefully read this document with the opportunity to consult an attorney if I wish. I understand that it is binding on myself, my heirs, my assigns, and personal representatives.

### FOR AND ON BEHALF OF THE UNIVERSITY OF NORTH CAROLINA HEALTH CARE SYSTEM

#### **RESIDENT PHYSICIAN**

Print Name	Print Name
Signature	Signature
Date	Date