

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 on-call 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. At-home 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.

Signatures to follow

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**»

Signature
Title: _____

Signature
Title: _____

Date: _____

Date: _____

Address: 101 Manning Drive
CB#7600
Chapel Hill, N.C. 27514

Address: _____

Dept of «**SOM DEPARTMENT**» Program Director

Site Director

Date: _____

Date: _____

cc: UNC Hospitals Graduate Medical Education Office
101 Manning Drive
1st Floor, 1017 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