

**TENNESSEE OSTEOPATHIC MEDICAL EDUCATION CONSORTIUM  
(TOMEK)**

**AFFILIATION AGREEMENT**

**THIS AGREEMENT is entered into by and between the Tennessee Osteopathic Medical Education Consortium (hereinafter referred to as TOMEK), a Tennessee based medical education consortium, and \_\_\_\_\_**

**WITNESSETH,**

**WHEREAS,** the TOMEK mission is to promoting evidence-based education, scholarship and research throughout the continuum of osteopathic medical education; promoting osteopathic opportunities through partnerships and collaborations among member organizations, constituents and potential partners; supporting programs with the highest level of resources essential to meet and exceed accreditation standards; supporting the best interest of trainees with qualified faculty, facilities and clinical experiences; contributing to the osteopathic profession by building and retaining osteopathic graduate medical education programs in Tennessee and beyond; contributing to the community by providing distinctive osteopathic health care; and

**WHEREAS,** \_\_\_\_\_ shares the common goal of providing quality medical care and service to the community and medical education for osteopathic trainees; and

**WHEREAS,** this Affiliation Agreement is entered into in an effort to attend these goals, particularly with respect to medical education by providing opportunities and experiences for patient care training of osteopathic trainees and to delineate individual and mutual responsibilities of each base institution; and

**NOW, THEREFORE,** in consideration of the mutual obligations herein, the parties hereby agree as follows:

1. Base institution Obligations: During the term of this Agreement, \_\_\_\_\_ agrees to the following;

- A. Provide and maintain an environment conducive to the education and training of osteopathic trainees;
- B. Recognize and accept specialty certification through the certifying boards of the AOA on an equal basis with those certifying boards recognized by the American Board of Medical Specialists (ABMS) for the purpose of obtaining hospital privileges;
- C. Provide osteopathic trainees with experience in patient care by allowing said trainee to share responsibility for patient care with qualified staff physicians;
- D. Provide and maintain an environment which encourages critical dialogue between the medical staff physicians and said trainees through clinical experiences, rounds, and conferences;
- E. Provide appropriate learning resources and support for trainees.
- F. Provide a Director of Medical Education and, if applicable, a Residency Director for the trainee program;
- G. Provide financial resources necessary to maintain the trainee program and to pay all expenses applicable as contracted between \_\_\_\_\_ and said trainee;

- H. Comply with the formal bylaws, standards, policies, procedures, and financial obligations as approved by the TOMEK Board of Directors and the American Osteopathic Association. \_\_\_\_\_ agrees to notify TOMEK immediately when said institution is unable or unwilling to comply with said standards, policies or procedures;
  - I. Notify TOMEK immediately of any substantive change made in administration, ownership, or training director(s); and
  - J. Provide TOMEK with copy of AOA inspection results and a copy of all correspondence with the AOA that pertain to any and all actions taken to correct deficiencies noted.
2. TOMEK Obligations: During the term of this Agreement, TOMEK agrees to the following;
- A. Provide the leadership, policies, procedures, and direction necessary to assure the success of TOMEK and to meet its stated mission;
  - B. Commit the financial resources necessary to maintain the operation of TOMEK as approved by the AOA;
  - C. Maintain compliance with and observation of the AOA standards, and policies, and procedures as stipulated in the AOA accreditation manuals;
  - D. Identify and recruit faculty to provide supplemental training and curricular integration in osteopathic principles and practice;
  - E. Provide guidance to establish and maintain quality training programs and to meet and exceed accreditation standards for sponsored programs.

- F. Provide access to \_\_\_\_\_ clinical and basic science educational faculty and resources, including facilities, to prepare and assess trainees on clinical competencies;
  - G. Provide faculty development training, CME, and access to \_\_\_\_\_ medical library resources and staff; and
  - H. Provide coordinated medical research support and resources for trainees.
3. Term and Termination. This Agreement shall commence on the day of execution set forth below and shall continue for a period of one year. It shall automatically renew thereafter for additional successive terms of one year until either party notifies the other of non-renewal by written notice prior to April 1 of the year of termination. This Agreement may be terminated upon ninety (90) days written notice by either party, provided that any Trainee then participating in an educational experience shall be allowed to complete the educational experience for that contracted year.
4. Indemnification. Each party agrees to indemnify and hold harmless the other, their agents, employees and representatives, from and against all fines, claims, demands, suits, actions or costs, including attorney's fees, arising by reason of the indemnifying party's acts or omissions under this Agreement.
5. Independent Contractors. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either party to act as an agent for, or bind the other party in any manner. Both shall remain independent contractors with respect to the performance of their respective duties and obligations hereunder.

6. Governing Law. This Agreement shall be interpreted, governed, and construed according to the laws of the State of Tennessee.
7. Assignability. No party to this Agreement shall assign its duties to any other person or entity without the prior written consent of the other party hereto.
8. Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other person or circumstances shall not be affected thereby, but shall be enforced to the greatest extent by law.
9. Nondiscrimination. Each party agrees that it will not discriminate in any fashion in violation of any federal, state or municipal laws on the basis of handicap, race, sex, religion, creed, gender, sexual orientation, national origin, marital status or veterans status, and that it will further comply with the provisions of executive orders which may apply to it as a result of this Agreement.
10. Notices. Notices or communication required or permitted to be given under this Agreement shall be deemed given to the respective parties on the date personally delivered or posted by certified mail to the following addresses, unless a different address is otherwise designated in writing:

If to \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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If to TOMECH

Kenneth Heiles, DO, Chief Academic Officer  
TOMECH  
6965 Cumberland Gap Parkway  
Harrogate, TN 37752

11. Non-exclusivity: This Agreement does not preclude or forbid association with any other Osteopathic Postdoctoral Training Institute or ACGME program.
12. Entire Agreement: This Agreement constitutes the entire Agreement between the parties hereby and it is understood and agreed that all undertakings and Agreements heretofore had between the parties are merged herein. The provisions herein shall inure to the benefit and shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may only be modified by written Agreement executed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

TENNESSEE OSTEOPATHIC MEDICAL  
EDUCATION CONSORTIUM (TOMECH)

By: \_\_\_\_\_  
Kenneth Heiles, DO  
Chief Academic Officer, TOMECH