

SAMPLE AFFILIATION AGREEMENT

(Base institution), a (state) _____ corporation (address), ("base institution") and (participating institution), a _____ hospital, (address), ("participating institution"), hereby agree to establish a cooperative program within the (base institution) internship/residency in (name of (program)). The purpose of the (Base institution) is to offer its' interns/residents _____ at the (participating institution) THE FOLLOWING ROTATIONS _____ WHICH ARE BEING OFFERED FOR THE FOLLOWING REASON(S)_____.

1. THE INTERN/RESIDENCY TRAINING PROGRAM

The intern/residency training program in [(name of program) (Hereinafter referred to as the Program)] shall be administered by (base institution) consistent with the requirements of the American Osteopathic Association.

1.1. Program Director. The Program Director shall have overall authority and responsibility for operation of the training program sponsored by (base institution). The Program Director shall be selected by (base institution) and shall be a member of the medical staff at (base institution).

The Program Director will assure that the general academic quality of the intern/residency program is consistent with guidelines established by the American Osteopathic Association.

1.2. Training Supervisor. (Participating institution) shall appoint a Training Supervisor for (name of program). This appointment shall be subject to approval of the Program Director.

1.3. Selection and Retention of Interns/Residents. (Base institution) shall be responsible for the selection of the programs' interns/residents, and any disciplinary action taken with respect to these interns/residents, including termination of an intern/resident contract. (Base institution) shall conduct these activities in accordance with its established policies, procedures, rules and regulations.

(Participating institution) Training Supervisor may make recommendations to the Program Director regarding the selection, retention and disciplining of the interns/residents. (Base institution) agrees not to discriminate against any of its employees or applicants for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, creed, religion, national origin, age, marital status, gender, or sexual orientation. Selection must also be in accordance with state and federal government guidelines and in compliance with the Americans with Disabilities Act (ADA). Breach of this covenant may be regarded as a material breach of this Agreement.

1.4. Objectives of Teaching Program. Each participating institution shall provide the interns/residents assigned to it with a variety of clinical educational experiences as determined by the Program Director, consistent with the requirements of the American Osteopathic Association (AOA).

2. ASSIGNMENT OF INTERNS/RESIDENTS

2.1. Rotation Schedule. An annual schedule of resident rotations will be provided by the Program Director to (participating institution) in June of each year. Residents will participate as indicated.

2.2. Rejection or Withdrawal of Resident. (Base institution and participating institution) agree to consult with each other regarding specific interns/residents to be assigned to (participating institution), and (Base institution) agrees to use its best efforts not to provide any resident to whom

(participating institution) reasonably objects. In the event (participating institution) requests that a specific resident be removed or withdrawn from the rotation at (participating institution), such request will include documentation of the reason for the request. In the event of such request, (Base institution) agrees to use its best efforts to remove such resident.

3. EVALUATION OF INTERNS/RESIDENTS

3.1. Interns/residents rotating at (participating institution) will be evaluated by the faculty on a specified basis, in accordance with the programs' guidelines for evaluation and advancement, and with the AOA Basic Document for Postdoctoral Training. The Training Supervisor at (participating institution) will be responsible for collecting the evaluations from faculty and forwarding them to the program director of (Base institution) within 30 days.

4. FINANCING OF PROGRAM (to be completed by the training institution)

4.1

4.2.

5. THE FOLLOWING SPECIFIC AND GENERAL PROVISIONS SHALL ALSO APPLY.

5.1. (Base institution) will provide proof of professional liability insurance for the intern/resident physician assigned to (participating institution). (Base institution) agrees to cooperate with (participating institution) in the operation of (participating institutions) risk management system. (Base institution) agrees to discuss facts related to any incident report so as to allow (participating institutions) risk management-system to operate effectively. It is thoroughly understood that the information so exchanged is to be held strictly confidential.

5.2. Each party-agrees to indemnify and hold harmless the other party and its respective trustees or directors, employees, agents, successors and assigns, from and against any loss, injury, liability, claim, cost, damage, expense (including without limitation, reasonable attorneys fees), court cost and amount paid in settlement of claims, resulting to, imposed upon, or incurred or suffered by the other party or its trustees or directors, employees, agents, successors or assigns, which may arise out of, or in connection with, or related to, any acts, omissions, negligence, malpractice, or lack of due care caused or alleged to have been caused by the indemnifying party or any of its employees or agents in the performance of the services, duties and obligations of such party under this Agreement, except as may result from a breach of the other party's obligations under this Agreement.

5.3. It is understood by both parties that the intern/resident physician(s) will be on the premises of (participating institution) for the exclusive purpose of training and are not to be considered employees of (participating institution). Intern/resident physician(s) of (Base institution) should not be deemed employees of (participating institution) for the purposes of compensation or furnished benefits; workers' compensation, unemployment compensation, minimum wage laws or for any other purpose because of their participation in the medical education program.

5.4. This Agreement shall be construed pursuant to the laws of the State of (state) and venue for any action pursuant to this agreement.

5.5. In the event that any provisions or portions of this Agreement are held unenforceable or invalid by any adjudication regarding this Agreement in the appropriate jurisdiction, the validity and enforceability of the remaining provisions or portions hereof shall not be affected thereby.

5.6. This document shall constitute the entire agreement between (Base Institution) and (participating institution), and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this Agreement.

5.7. (Base institution) interns/residents shall complete all medical records within the guidelines established by (participating institution) Medical Records Department, which is seven (7) days from posting date.

6. RETENTION OF INFORMATION AND RECORDS

It is understood by both parties that to the extent required b/ Section 1861 (v) (1) (1) of the Federal Social Security Act, each party agrees:

6.1. That until the expiration of seven years after the furnishing of any service pursuant to this Agreement, it shall make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data that are necessary to certify the nature and extent of the costs claimed with respect to the services provided under this Agreement.

7. AMENDMENTS

Amendments to this Agreement shall be made only with the written consent of (Base institution) and (participating institution)

8. TERM AND TERMINATION

8.1. This agreement shall become effective (month, day, year), and continue until (month, day, year), and shall automatically be renewed from year to year as of (month, day) thereafter, unless either party gives the other written notice of termination no later than ninety (90) days prior to the end of an academic or contract year.

In addition, if the American Osteopathic Association does not permit this affiliation, (Base institution) may terminate this Agreement within the time limits established in AOA postdoctoral training documents.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the _____ day of _____, (year).

(PARTICIPATING INSTITUTION)

(BASE INSTITUTION)

By: (Name)

By: (Name)

Its: President and Chief Executive Officer

Its: President and Chief Executive Officer

(Name)
Vice President for Medical Affairs

(Name)
Vice President for Medical Affairs

(Name)
Director of Medical Education/Program Director