MASTER AFFILIATION AGREEMENT

BETWEEN

UNIVERSITY OF UTAH SCHOOL OF MEDICINE

AND

[**INSERT NAME OF AFFILIATED INSTITUTION/HOSPITAL**]

July 1, 2009
THIS MASTER AFFILIATION AGREEMENT (the “Agreement”), dated as of July 1, 2009, is by and between THE UNIVERSITY OF UTAH, a body politic and corporate under Utah law (“University”), on behalf of the School of Medicine (“School of Medicine”), and _________________________________, a _________________________________ (“Hospital”).

RECITALS

A. Hospital is committed to participation in the programs of graduate medical education and research. The School of Medicine conducts programs of graduate education to help meet the current and future health care needs of the State of Utah and the Intermountain West.

B. The mutual goal of the parties is to assure the excellence of the School of Medicine’s graduate medical education programs through the maintenance of institutional relationships with Hospital, including without limitation, joint faculty-staff appointments; faculty supervision of Residents; a variety of clinical educational experiences as established by the Special Requirements of a Specialty; selection and assignment of Residents; and administrative services.

C. The parties also wish to increase access of the community to quality health care by providing appropriate numbers of physicians with medical training that is tailored to meet the needs of the community in the near term as well as for the future.

NOW, THEREFORE, in consideration of the foregoing recitals and covenants contained in this Agreement, the receipt and sufficiency of which consideration the parties acknowledge, it is hereby agreed as follows:

Section 1. Definitions.

The following capitalized terms, as used in this agreement, shall have the respective meanings assigned thereto:

(a) "MASTER AFFILIATION" means a particular type of relationship between a hospital and School of Medicine. The various categories are described below:

(i) MAJOR PARTICIPATING SITE: A Review Committee-approved site to which all Residents in at least one program rotate for a required educational experience, and for which a master affiliation agreement must be in place. To be designated as a major participating site in a two-year program, all Residents must spend at least four months in a single required rotation or a combination
of required rotations across both years of the program. In programs of three years or longer, all Residents must spend at least six months in a single required rotation or a combination of required rotations across all years of the program. The term “major participating site” does not apply to sites providing required rotations in one year programs.

(ii) PARTICIPATING SITE: An organization providing educational experiences or educational assignments/rotations for Residents. Examples of sites include: a university, a medical school, a teaching hospital which includes its ambulatory clinics and related facilities, a private medical practice or group practice, a nursing home, a school of public health, a health department, a federally qualified health center, a public health agency, an organized health care delivery system, a health maintenance organization (HMO), a medical examiner’s office, a consortium or an educational foundation.

(b) “TRAINING PROGRAM” means a program of graduate medical education and research in a particular specialty area at Hospital, in which the School of Medicine shall place Residents.

(c) “PROGRAM DIRECTOR” means, with regard to any Training Program, the one physician at the School of Medicine designated with authority and accountability for the operation of the residency/fellowship program.

(d) “RESIDENT” means any intern, resident, or fellow in an ACGME accredited training program, or otherwise under the sanction of the University’s GME office.

(e) “TEACHING SERVICES CHIEF” or “CHIEF” means, with regard to any Training Program, the physician on Hospital’s medical staff who is in charge of the Hospital’s Training Program.

(f) “HOSPITAL TEACHING STAFF” has the meaning set forth in Section 4 hereof.

Section 2. Training Program Agreements.

Each Training Program at Hospital in which School of Medicine places Residents shall be governed by the terms and conditions of a Program Letter of Agreement, in substantially the form attached hereto as Exhibit “A-1”, to be entered into by Hospital and the relevant residency program of the School of Medicine. As each Program Letter of Agreement is executed by the parties, it shall be incorporated by this reference into
this Agreement. Each Training Program shall be under the supervision and direction of the Program Director and the Teaching Service Chief. A list of the Program Letters of Agreement that have been entered into as of the date of this Master Affiliation Agreement is attached hereto as Exhibit “A-2”.

Section 3. Appointment of Teaching Service Chiefs.

The parties to this Agreement shall work together to make recommendations on the appointment of a Teaching Service Chief for each Training Program. Any appointment must be approved by Hospital and by the Dean of the School of Medicine and the chair of the corresponding School of Medicine department, and the Teaching Service Chief must be appointed to the faculty of the School of Medicine. Each Teaching Service Chief shall be responsible to the Program Director for all education and research conducted pursuant to this Agreement.

Section 4. Hospital Teaching Staff Appointments.

The Teaching Service Chief and the Program Director of each Training Program shall recommend candidates to the School of Medicine Appointments Committee for clinical faculty appointments who are on Hospital’s medical staff and whom Hospital proposes to assign to a Training Program (collectively, “Hospital Teaching Staff”). Hospital’s medical staff members must be appointed to the faculty of the School of Medicine in order to be on the Hospital Teaching Staff. Any faculty appointments of Hospital medical staff members shall be made solely by the School of Medicine in accordance with its established procedures.

Section 5. Hospital Teaching Staff Responsibilities.

Hospital Teaching Staff assigned to a particular Training Program, working with each Program Director, shall be responsible for the following aspects of that Training Program: establishment of objectives of the Training Program; determination of the number of Residents who should be assigned to the Training Program and the criteria for admission to the Training Program; review of instructional plans of the Training Program; evaluation of the effectiveness of the Training Program; evaluation of the competency of Residents assigned thereto.

Section 6. Houseofficer Agreements.

The School of Medicine shall obtain a fully executed Houseofficer Agreement, in substantially the form attached hereto as Exhibit “B”, from each Resident who is assigned to a Training Program at Hospital. Upon request, the Houseofficer Agreements shall be available for inspection and copying by Hospital and its representatives at the School of Medicine Office of Graduate Medical Education during normal business hours.

Section 7. Resident Selection Process.
The Resident selection process shall be consistent with the National Resident Matching Program or other matching program as appropriate, and the “Institutional Requirements” published by the Accrediting Council for Graduate Medical Education. Hospital may veto the assignment to a Training Program of any individual Resident for cause, in accordance with the Provisions of Policy No. 7-5, Affiliated Hospitals Administrators’ and Programs Directors’ Housestaff Manual.

Section 8. Graduate Medical Education Committee.

The School of Medicine shall establish a Graduate Medical Education Committee (“GME Committee”), which shall be chaired by the Dean of the School of Medicine or the Dean’s designee. After consultation with each hospital that has a Master Affiliation Agreement with the School of Medicine, the Dean of the School of Medicine shall appoint a representative of that hospital to the GME Committee. In addition, the Dean shall appoint various Program Directors, Residents and department chairs to the GME Committee. The GME Committee shall review, coordinate and approve all Training Programs that it has designated as University of Utah Affiliated Residency Programs, including establishment of any new programs, revisions, expansion and reduction of existing programs. The GME Committee shall also promulgate institutional policies on graduate medical education; act as a liaison between Program Directors and administrators at other institutions; and regularly review all residency programs for their compliance with institutional policies and the requirements of the relevant ACGME Residency Review Committee. Notwithstanding anything to the contrary set forth in this Agreement, any decision regarding salaries or benefits to be paid to Residents shall be made solely by School of Medicine.

Section 9. Hospital Accreditation.

Hospital represents that it is accredited by the Joint Commission on Accreditation of Healthcare Organizations and that it will maintain such accreditation at all times during the term of this Agreement.

Section 10. Use of Hospital Resources; Development of Training Programs.

(a) Hospital shall allow utilization of its facilities and access to its patients for the Training Programs contemplated by this Agreement, as appropriate to the mission of Hospital, taking into account the availability of patients and Hospital Teaching Staff necessary for supervision. In general, all patients admitted in the care of physicians who are members of the Hospital Teaching Staff shall be available for participation in the Training Programs; however, exceptions shall be made at an individual patient’s request not to be part of a Training Program.
(b) Hospital shall cooperate with the Program Director and Teaching Staff Chief of each Training Program in the development of written educational materials for the Training Program.

(c) Hospital shall retain full responsibility for the care of patients, including administrative and professional functions and the supervision of Residents, insofar as their presence affects the operation of Hospital.

Section 11. Affiliated Hospitals Committee.

A committee shall be established consisting of representatives of each hospital with whom the School of Medicine has a Master Affiliation Agreement (the “Affiliated Hospitals Committee”). Hospital shall designate its chief executive officer and a member of Hospital’s medical staff (or their designees) as that Hospital’s members of the Affiliated Hospitals Committee. The Affiliated Hospitals Committee shall be chaired by the University of Utah Vice President for Health Sciences (or his/her designee) and shall meet at least annually for the purpose of formulating recommendations and policies related to the administration of all Training Programs at all hospitals with whom the School of Medicine has institution agreements.

Section 12. School of Medicine Administrative Support.

The School of Medicine, through the Office of Graduate Medical Education, shall provide the following support to Hospital:

(a) Assistance to the Program Director of each Training Program in providing general advice and credentials verification.

(b) Maintenance of master records of all Residents assigned to Hospital, including information necessary for certification, scheduling and rotation, payroll and fringe benefits administration.

(c) Provision of central payroll function for paychecks of all Residents assigned to Hospital.

(d) Billing of Hospital for its pro rata share of Resident costs on a regular basis, including salary, FICA, fringe benefits, and any administrative costs approved by the Affiliated Hospitals Committee.

(e) Monitoring of House officer Agreements and payroll forms.

(f) Assistance in preparation of data and scheduling of site visits for accreditation of Training Programs by the Accrediting Council on Graduate Medical Education and other official accreditation bodies.
(g) Preparation, on behalf of the Program Director of each Training Program, of certificates indicating satisfactory completion by a Resident of training years at Hospital.

(h) Consultation with Hospital regarding any difficulties that may arise in the administration of this Agreement or any Program Letter of Agreement.

Section 13. Hospital Administrative Responsibilities.

Hospital shall be responsible for the following obligations:

(a) Payment to the School of Medicine of regular billings for costs of Residents assigned FTE’s at the Hospital (as provided in Section 19(d) within fifteen (15) days of receipt of a bill therefore. Any amounts not paid within such 15-day period shall thereafter accrue interest at 1.5% per month until paid.

(b) Provision of certain on-duty benefits, such as meals and sleeping quarters, for on-call Residents, as established by the GME Committee.

(c) Provision of professional liability insurance coverage for each Resident in the minimum amount of $1,000,000 for each occurrence and $3,000,000 in the annual aggregate (unless Hospital obtains University’s written approval of other amounts), covering any claims arising from or in connection with any act or omission of any Resident while engaged in their rotations with Hospital. Hospital shall also defend, indemnify and hold harmless University and the School of Medicine, and the respective directors, officers, agents, and employees thereof, and any Resident participating in the Training Program, from all claims and liabilities (including, without limitation, claims and liabilities exceeding the insurance amounts set forth above) arising from or incurred in connection with any act or omission of any Resident while participating in the Training Program. The insurance and indemnification obligations set forth in this paragraph shall be subject to the condition that Residents participating in the Training Program shall (i) comply with Hospital’s risk management requirements, (ii) participate in Hospital’s risk management training upon request, (iii) cooperate with all Hospital quality assurance processes as required by Hospital policy, and (iv) in the event of a claim against a Resident, fully cooperate with the investigation and legal process related to such a claim.
(d) Written notice to the GME Committee and the Program Director of each Training Program of anticipated increases or decreases in the number of available Resident positions in each Training Program at Hospital no later than seven (7) months prior to the customary start date (usually July 1) for Hospital’s residency year.

(e) Provision of baseline medical treatment and care to any Resident for any injury, illness or exposure incident incurred on the job, including without limitation, source-patient testing or screening as appropriate, with transfer of the Resident’s medical records necessary for such Resident to receive subsequent care from the University, which shall assume full Workers’ Compensation responsibility for any injury, illness or exposure incident related to an occurrence in the work place.

Section 14. Research.

Hospital and School of Medicine shall encourage active collaboration and cooperation between Hospital Teaching Staff and other faculty of the School of Medicine on research projects. Hospital shall provide adequate space at its facility to encourage such research. Each Teaching Service Chief, under the direction of the corresponding Program Director, shall review all research and publication proposals of Hospital Teaching Staff and make recommendations to the corresponding Program Director at the School of Medicine. Any such proposal shall conform to the University policy and procedures, state and federal law regarding the use of human subjects in research, and shall be accepted or rejected by the Program Director.

Section 15. Term and Termination.

(a) The initial term of this Agreement shall be five (5) years, commencing on July 1, 2009 and terminating on June 30, 2014. This Agreement may be renewed for an additional five-year term upon the mutual written agreement of the parties made at least ninety (90) days prior to the end of the initial term. If the term of this Agreement is extended for a renewal term, then at least ninety (90) days prior to the end of the extended term, the parties shall negotiate in good faith with a view to entering into a new agreement.

(b) This Agreement may be terminated by either party (i) at the end of any term hereunder, (ii) upon not less than one (1) year’s written notice to the other party, or (iii) at any time during the term hereof in the event of a material breach of this Agreement by the other party, in which case termination shall occur if the breaching party fails to correct such breach within sixty (60) days after written notice of such breach from the non-breaching party.

(a) Notices. All notices, demands, purchase orders and other communications required to be given in writing or that may be given hereunder shall be deemed to have been duly given either at the time of delivery if sent by first class U.S. mail, certified or registered, return receipt requested, or delivered by an independent reputable commercial contract carrier, in each case, addressed to the party at the address indicated below.

If to Hospital:


Attn: ______________________

If to School of Medicine:

Office of Graduate Medical Education
University of Utah School of Medicine
30 North 1900 East, #1C412 SOM
Salt Lake City, UT  84132-2115

Any party may at any time, by giving written notice to the other party pursuant to this paragraph (a), designate another address in substitution of the address set forth at the commencement of this Agreement, to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

(b) Assignment. Neither party shall assign, transfer, or attempt to assign or transfer, any right, interest, duty, function or part of this Agreement without the prior written consent of the party.

(c) Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this
Agreement, but each and every other covenant, agreement, term or condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(d) **Applicable Law.** This Agreement and any controversy arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Utah without reference to choice of law rules.

(e) **Relationship Between the Parties.** Nothing in this Agreement shall be construed as establishing a partnership or joint venture between the parties and neither party shall in any way be considered an agent or employee of the other party for any purposes whatsoever.

(f) **Disclosure of Records to HHS.** As and to the extent required by law, until the expiration of four (4) years after the furnishing of the services called for by this Agreement, the parties shall make available upon request to the United States Department of Health and Human Services (“HHS”), the United States Comptroller General, and their representatives, this Agreement and all other books, documents and records as are necessary to certify the nature and extent of the costs incurred by the parties in connection with services provided under this Agreement. If either party provides such services through a subcontract worth $10,000 or more with a related organization over a twelve-month period, such subcontract shall also contain a clause permitting access by HHS, the Comptroller General and their representatives to the books and records of the related organization.

(g) **Confidentiality.** Each party agrees to maintain the confidentiality of the terms, conditions and operations of this Agreement; provided, however, that neither party is prohibited from providing information to federal agencies, accrediting institutions, insurance carriers or other entities that may require such information pursuant to legal process. Each party agrees to exercise its best efforts to implement policies and procedures and to comply with all other requirements of the Health Insurance Portability and Accountability Act (HIPPA) including, but not limited to, executing documents such as business associate agreements, as necessary. The parties acknowledge that the School of Medicine is a governmental entity subject to the Government Records Access Management Act, Section 63-2-101 et seq., Utah Code Ann. (1953), as amended.

(h) **Equal Opportunity.** Neither party shall discriminate in connection with this Agreement on the basis of race, color, national origin, religion, sex
(including claims of sexual harassment), sexual orientation, age or status as a disabled person, disabled veteran, or veteran of the Vietnam era.

(i) **Compliance with Applicable Laws.**

(i) The parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement. This Agreement shall be subject to amendments to applicable laws and regulations relating to the subject matter hereof, but to the extent that any inconsistency is thereby created, the parties shall use their best efforts to accommodate the terms and intent of this Agreement and of such amendments.

(ii) Each party shall assure that its employees shall participate in its antitrust compliance program, and the parties shall comply with applicable antitrust consent decrees.

(iii) Each party shall obtain and maintain current and in force all licenses, certifications, authorizations and permits (and shall pay the fees therefore) required to carry out its obligations under this Agreement.

(j) **Billing for Resident Services.** Hospital shall be solely responsible for the determination of the appropriateness of billing for Resident services. All bills submitted to any payer by Hospital for services provided by any Resident shall comply with that payer’s standards and requirements for billable services. Such standards may include, without limitation, Medicare Carrier Manual provisions, Medicaid Provider Manual provisions, and the specific standards of individual payer contracts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“HOSPITAL”

By ______________________
Title ______________________
Date ______________________

“SCHOOL OF MEDICINE”
UNIVERSITY OF UTAH, on behalf of the School of Medicine

David J. Bjorkman, MD, MSPH, SM
Dean, School of Medicine
Date: ______________________

Lorris Betz, MD, PhD
Senior Vice President for Health Sciences
Date: ______________________
EXHIBIT “A-1”

TO

MASTER AFFILIATION AGREEMENT

Form of Program Letter of Agreement

[See attachment]
EXHIBIT “A-2”

TO MASTER AFFILIATION AGREEMENT

Program Letters of Agreement which will be entered into as of the date of this Agreement:

[“HOSPITAL”]
EXHIBIT “B”

TO

MASTER AFFILIATION AGREEMENT

Form of Houseofficer Agreement

[See attachment]