

**University of Nebraska Medical Center College of Medicine
Graduate Medical Education
Letter of Agreement for (*Residency/Fellowship Program name*)**

This Letter of Agreement will serve as an official Agreement between University of Nebraska Medical Center College of Medicine program in (*residency program name*) and (*institution, department/section, ambulatory site name*), hereafter referred to as the "Facility".

This Letter of Agreement is effective from the first day of (*month*), (*year*) and will remain effective until updated, changed or terminated by either the (*residency program name*) program or the Facility. Notification of termination of this Letter of Agreement by either party must be provided in written notice 90 days prior to termination to the other party.

1. The University (*residency program name*) program director has designated (*individuals*) at the Facility, hereafter referred to as the "rotation director to be responsible for the administration, education, and supervision of the (*resident(s)/fellow(s)*) rotating through the Facility in collaboration with the University (*residency program name*) program director.
2. Educational goals and objectives for the (*residency program name*) (*resident(s)/fellow(s)*) while assigned to the Facility have been developed jointly between the University (*residency program name*) program director and the rotation director and are attached and made part of this Letter of Agreement as an addendum.

With the cooperation of the University (*residency program name*) program director, the rotation director will be responsible for the day to day activities of the (*resident(s)/fellow(s)*) to assure that the rotation goals and objectives are met by the (*resident(s)/fellow(s)*) during the course of their assignment at the Facility.

3. The recommended period of assignment will be (*one month to six months, etc - program to specify length*) rotations as designated by the University (*residency program name*) program director and rotation director.

(If this site reimburses for salaries and benefits, you will want to add this phrase now):

All salary and benefit information is contained the Master Affiliation Agreement with the Facility.

(This phrase belongs in all Letters of Agreement)

UNMC shall maintain professional liability insurance coverage or self-insurance coverage (as authorized Nebraska Revised Statutes, § 85-1,126) in the amount of \$500,000 per occurrence and \$1,000,000 in the annual aggregate and umbrella coverage extending such professional liability coverage to an annual aggregate of not less than \$1,750,000 per occurrence and no limit on annual aggregate coverage through a combination of insurance and qualification under and participation in the Nebraska Liability Act covering house officers of UNMC for claims falling under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged malpractice, professional negligence, failure to provide care, breach of contract or claim based upon failure to obtain informed consent for an operation or treatment.

In addition, UNMC shall maintain professional liability insurance or self-insurance coverage (as authorized by Nebraska Revised Statutes, § 85-1,126) in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate covering house officers of UNMC for claims not falling under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged errors or omissions or negligent acts in the performance of professional services rendered or that should have been rendered.

4. The rotation director, as appointed by the program director, will be responsible for providing appropriate teaching of the (*resident(s)/fellow(s)*), along with providing adequate supervision of the (*resident(s)/fellows(s)*) during the course of their educational experience while rotating at the Facility.

The rotation director will be responsible for completing the proper (*resident(s)/fellow(s)*) performance evaluation in a manner prescribed by the University (*residency program name*) program director. Evaluations are to be completed at the end of each rotation and sent to the University program director.

5. (*Choose either item A or B as appropriate, depending upon whether the assignment is ambulatory or inpatient*)

A) (*Resident(s)/Fellow(s) will be governed by the policies and procedures as specified by University of Nebraska Graduate Medical Education Policies and the applicable ACGME Guidelines.*

B) (*Residents will be governed by the policies and procedure as specified in the main Affiliation Agreement with (institution/hospital name).*

Neither (*residency program name*) nor UNMC shall discriminate against any employee, applicant or student (including house officers) for employment or registration in its course of study because of race, color, religion, sex, national origin, handicap, special disabled veteran status, or Viet-Nam era veteran status. Both parties agree to comply with the Educational Rights & Privacy Act of 1974 governing access to student records.

To the extent permitted by law, both UNMC and Affiliated Institution agree to indemnify and hold each other harmless from and against any and all costs, expenses, claims, demands, causes of action, liabilities and responsibilities arising out of or in any way connected with any act or omission of the parties and their respective employees, directors, faculty, house officers, students and/or agents which arises out of the performance of this Agreement.

In witness whereof the parties hereto have executed this Program Letter of Agreement:

Name and Title (Institution/Facility name)
Date

Name (name of program) Chairman Date

Name (Name of Program) Program Director date

Robert S. Wigton, M.D. (date)
Associate Dean for Graduate Medical Education