

# GRADUATE MEDICAL EDUCATION (GME)

## PARTNERSHIP DEVELOPMENT AND WORKING AGREEMENTS

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The landscape for training physicians after medical school in Accreditation Council for Graduate Medical Education (ACGME) accredited residency programs has changed significantly in the last 15 years. Historically almost all residency programs were owned by teaching hospital and academic medical center ACGME accredited Sponsoring Institutions (SI). The training programs within those SI's were almost exclusively within the boundaries of the hospital campus with community partners sponsored almost entirely with hospital GME revenues and local support. The majority still are. However, there have been significant changes:

- ▶ the passage of the Affordable Care Act in 2010, which saw the creation of the Teaching Health Center (THC) program,
- ▶ recent changes in Medicare payment structures prioritizing rural training,
- ▶ the combining of Osteopathic and Allopathic GME accrediting bodies into one program,
- ▶ vast expansions in state Medicaid programs financing GME, and
- ▶ improvements or allowances for new models of training by ACGME.,

### Sponsoring Institution

Residency programs must be sponsored by one ACGME-accredited Sponsoring Institution. The Sponsoring Institution is the organization or entity that assumes the ultimate financial and academic responsibility for a program of graduate medical education, consistent with the ACGME Institutional Requirements.

[https://www.acgme.org/globalassets/pfassets/programrequirements/800\\_institutionalrequirements2022.pdf](https://www.acgme.org/globalassets/pfassets/programrequirements/800_institutionalrequirements2022.pdf)

When the Sponsoring Institution is not a rotation site for the program, the most commonly utilized site of clinical activity for the program referred to as the “primary clinical site”.

### GME CONTACTS

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Participating sites will reflect the health care needs of the community and the educational needs of the residents. A wide variety of organizations may provide a robust educational experience and, thus, Sponsoring Institutions and participating sites may encompass inpatient and outpatient settings including, but not limited to a university, a medical school, a teaching hospital, a nursing home, a school of public health, a health department, a public health agency, an organized health care delivery system, a medical examiner's office, an educational consortium, a teaching health center, a physician group practice, federally qualified health center, or an educational foundation.

The development of various kinds of working agreements between independent health care and related organizations to ensure high quality and financially sustainable programs in a variety of settings has grown at a rapid pace in response to these improvements in the training environment.

While much of the GME environment is driven by ACGME accreditation standards, federal Teaching Health Center grant requirements, and Medicare GME payment laws and regulations, states have also joined the GME mix and, like Arizona, have created new opportunities for a variety of health care organizations to participate in residency program-level training. All of these can come together to support sustainable, successful training in cross-organizational programs involving multiple partners in long term focused relationships designed to expand the primary care workforce through physician training.

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Through the University of Arizona – Center for Rural Health and Area Health Education Center programs, Arizona supports a technical assistance guided planning and development program for GME development, and as of 2024, provides grants to community-based health care organizations including, FQHCs, RHCs, Tribal Health Authorities, working with Critical Access Hospitals (CAHs), Rural and Urban hospitals and others for post-graduate physician training or GME.

As community-based organizations look to establish physician or other levels of health professional training programs, they will need to partner with “outside” organizations. Likewise, as hospitals seek rural and primary care partners new alliances must be formed. This document discusses the various types of contractual or agreed upon conditions within which programs will operate and hopefully, as a result of thoughtful discourse, provide this important service towards building a robust, lasting health care system locally for many years to come.

*Disclaimer: Not all of the following types of agreements are necessary as they are dependent on the type and structure of partners for GME training. While this document seeks to describe various components within collaborative agreements, when developing binding financial or other formal or legal operating agreements, legal counsel is strongly advised.*

### **First of all, know your partners:**

- ▶ What is their status with ACGME? Are they an ACGME Accredited Institution or an educational / training partner? The following link is a list of all ACGME Accredited Sponsoring Institutions in Arizona

<https://apps.acgme.org/ads/Public/Reports/ReportRun>

The Following link allows you to search for existing programs by specialty, Rural Training Program Status and a number of different variables.

<https://apps.acgme.org/ads/public/>

- ▶ What is their certifactin status with CMS and Medicare? Are they already a Teaching Hospital or are they “GME naïve” in terms of Medicare GME support.
- ▶ Does the potential partner have experience teaching medical students and medical residents by clinicians who have an interest in teaching? Establishing a new supportive teaching environment with a new partner requires an on site champion.
- ▶ What type of hospital is involved in your program? Inpatient Prospective Payment System (IPPS) or Non-IPPS Hospital(s). How will that impact their ability to receive GME financing for residents and program support?
- ▶ Are they getting state appropriations?
  - AzAHEC Planning and Development funds
  - Medicaid GME payments and what kind

There are several websites that allow you to search for hospital GME status. Please contact your AzAHEC GME technical assistance staff for assistance in finding the information you seek. The following link also allows you to search the GME status of every hospital in the US.

<https://www.ruralgme.org/portal/hospital-analyzer>

### **Summary of Types of Program Agreements and Purposes: (Details and references follow below)**

#### **1. Memoranda of Understanding (MOU) or Agreement (MOA)**

A MOU or MOA is a non-binding agreement between GME partners that describes the terms for working together on GME program development.

#### **2. Consortium**

A Consortium consists of affiliation agreements or formal contracts between GME partners that

spell out educational and financial agreements. A consortium can be a simple agreement between a Teaching Hospital and a Community provider to conduct training, or it can be an independent non-profit organization that facilitates training accreditation and financing. The latter are required for some grants and assuring sustainability of training in partner settings. See also the AzAHEC brief regarding Consortium development and operations.

### **3. Master Affiliation Agreements**

These are agreements that define each partners' commitment to the support education of residents and may include a number of different types of students or resident training between partners. Every provider will have a separate agreement related to their contribution to the SI or accredited program. As a whole, the agreements constitute and define the consortium in a particular program or training effort.

### **4. Program Letters of Agreement**

Each resident training location or site away from the primary clinical site must enter into an agreement specifying their role in the accredited program. Required by ACGME for program applications.

### **5. Medicare GME Affiliation Agreements**

These are required agreements between Medicare reimbursed GME teaching hospitals. The purpose is to ensure that hospitals will accurately account for resident FTEs that are claimed for GME reimbursement.

### **6. University of Master Mission Support Agreements (MMSA)**

Arizona Medicaid GME eligible providers (hospitals) may enter into MMSAs with the Arizona Board of Regents (ABOR) to establish the terms of a relationship to support the joint educational mission of ABOR and its contracted partners, including: to provide high quality patient care, including care to indigent patients; to educate physicians and other health care providers; to conduct and support medical research; and to render other services designed to promote the health and well-being of individuals served by the organizations.

## **Some Common Agreement Details:**

### **1. Memoranda of Understanding (MOU) or Agreement (MOA) may include:**

- a. Clarification of roles and responsibilities of participants in proposed GME program
- b. All parties may sign a common, non-binding, document or agree to its contents in a formal meeting of the group that is recorded for SI documentation and collaborative processes.
  - i. Circulated
  - ii. Maintained
  - iii. Updated
- c. Purpose Statement and Structure
  - i. Purpose, Goals, and Objectives
  - ii. Resources Commitments
  - iii. Timelines for Program Development
  - iv. Roles and Responsibilities of each partner

## 2. Consortia

Graduate medical education (GME) consortia are formal associations of medical schools, teaching hospitals, teaching health centers, sponsoring institutions, and other organizations involved in residency training, with central support, direction, and coordination allowing members to function collectively and separately.

- a. Various independent / separate organizations come together in a formal agreement to share resources and maintain an accredited GME program.
- b. Spells out the GME framework.
  - i. Rotation schedules
  - ii. Resident schedules for Medicare and Medicaid payment distribution
    1. Hospital Financing
    2. Faculty and their Employment
  - iii. Resident education and support focused agreement.
  - iv. If HRSA THC funds are received, the Consortium must be THC focused or centered. How will partners support the THC?
  - v. Which member of the Consortium will hold the ACGME accreditation?
    1. The SI “owns” the accreditation, but the Program Director can be in a different organization, for instance.
    2. Determine centralized and decentralized administrative functions.
    3. Describe who will employ the residents.
    4. Organize and facilitate academics and research.
    5. Determine centralized and decentralized educational resources.
    6. Coordinate and facilitate the distribution of financial resources
      - a. Develop Proforma
      - b. Annual Budgeting
      - c. Service and GME costs contracts
    7. Determines:
      - a. Legally binding parameters between independent entities
      - b. Roles and responsibilities
        - i. Curriculum development and implementation
        - ii. Quality Committees and Reporting Requirements
        - iii. Financial Terms
        - iv. How decisions are made
        - v. Annual Timeframes for key decisions and ACGME requirements
        - vi. How the Consortium is governed
        - vii. Length of relationship (10 years)
        - viii. Consortium member exit parameters
        - ix. Whether it is a new legal entity or operating agreement based
          1. Develop By-laws in either case.

## Sample Consortium Agreement:

<https://gme.wustl.edu/wp-content/uploads/2023/02/GME-Consortium-Operating-Principles-FINAL-12.6.22.pdf>

### 3. Master Affiliation Agreement

- a. No “standard” form
- b. May include non-formal members of the partnership.
  - i. Community advisors
  - ii. State agencies and local governments.
  - iii. Informal training partners
- c. Common Sections may include:
  - i. Accredited body obligations to meet ACGME standards
  - ii. Obligations of each affiliated site
  - iii. Joint obligations
  - iv. Details of Financial Terms
  - v. Program Letters of Agreement and Terms (see below)
  - vi. Term and termination clauses
  - vii. Standard (Boiler plate) Terms
- d. Consortium Agreement may suffice in lieu of an Affiliation Agreement (check with specialty specific Residency Review Committee (RRC) at ACGME).

University of Maryland – Includes Master Affiliation Agreement in various settings:

<https://www.umms.org/ummc/pros/gme/forms/affiliation-and-rotator-agreements>

### 4. Program Letters of Agreement (PLA)

Background and Intent: While all residency programs must be sponsored by a single ACGME-accredited Sponsoring Institution, many programs will utilize other clinical settings to provide required or elective training experiences. At times it is appropriate to utilize community sites that are not owned by or affiliated with the Sponsoring Institution or a formal member of a training Consortium. Some of these sites may be remote for geographic, transportation, or communication issues. When utilizing such sites, the program must ensure the quality of the educational experience. PLAs must include:

- ▶ Identifying the faculty members who will assume educational and supervisory responsibility for residents.
- ▶ Specifying the responsibilities for teaching, supervision, and formal evaluation of residents
- ▶ Specifying the duration and content of the educational experience
- ▶ Stating the policies and procedures that will govern resident education during the assignment.

See the ACGME “Guide to the Common Program Requirements” See also AAMC Templates for PLAs:

<https://www.aamc.org/career-development/affinity-groups/gra/uniform-resident-rotation-agreement>

## 5. Medicare GME Affiliation Agreements

When Medicare GME financed Teaching Hospitals partner to train physicians, there is an impact on the Medicare cap for both of the hospitals. The Medicare GME affiliation agreement allows Teaching Hospitals to share cap and apportion the FTE amongst themselves. Such agreements should be shared with the hospital's Medicare Administrative Contractor (MAC) by 7/1 of each year.

Resource: <https://www.dentons.com/en/insights/newsletters/2020/october/5/gme-dentons/medicare-gme-affiliation-agreement-deadline-further-extended-to-january-1-2021>

Sample Medicare GME Affiliation Agreement:

<https://omb.report/icr/202104-0938-014/doc/111125800>

## 6. ABOR Master Mission Support Agreements

(SAMPLE)

### MASTER MISSION SUPPORT AGREEMENT (Sample)

THIS MASTER MISSION SUPPORT AGREEMENT (the "MMSA") between the ARIZONA BOARD OF REGENTS, for and on behalf of the UNIVERSITY OF ARIZONA ("University") COLLEGE OF MEDICINE-PHOENIX ("COM-Phoenix") XXXXXXXX ("Hospital") is effective December 1, 2011.

#### 1. PURPOSE OF MASTER MISSION SUPPORT AGREEMENT

- 1.1. This MMSA sets forth general terms concerning the provision of financial support by the Hospital to the University. In addition to this MMSA, the Parties will enter into Mission Support Program Commitments concerning specific programs.
- 1.2. The purpose of this MMSA is to establish terms of the relationship between the University and the Hospital which are expected to be common to all Mission Support Program Commitments.
- 1.3. In connection with all Mission Support Program Commitments, the University, as authorized to execute and administer contracts under state statutes, and the Hospital, as authorized to execute and administer contracts under state statutes, agree that the terms of this MMSA shall govern all Mission Support Program Commitments entered into between the Parties on or after the date hereof.
- 1.4. The Parties have entered into separate agreements pertaining to clinical rotation and other related affiliation agreements (the Master Affiliation Agreement effective June 1, 2009 through May 31, 2014, and the Agreement for Hospital Teaching Resources Agreement effective July 1, 2007). Each of these agreements is intended by the parties to constitute a separate agreement serving only the purposes described in each such agreement.

#### 2. DEFINITIONS

- 2.1. **Joint Mission.** Means the joint commitment and mission shared by the University and the Hospital as components of an academic medical center to provide high quality patient care, including care to indigent patients; to educate physicians and other health care providers; to conduct and support medical research; and to render other services designed to promote the health and well-being of individuals served by the Parties within the city of Phoenix, the state of Arizona, the southwestern United States and beyond.
- 2.2. **Mission Support Fund** means financial support provided by Hospital to University to support the Parties' joint research, teaching and clinical care missions.
- 2.3. **Mission Support Program Commitments** or **Commitments** are agreements between the University and Hospital that expressly incorporate this MMSA by reference, and that provide additional terms and conditions that relate solely to a specifically identified program.



2.4. **Party** means either the University or Hospital as a Party to this

## MMSA.

2.5. **Parties** means the University and Hospital.

### 3. THE PARTIES

3.1. **University.** The University is a public institution under the jurisdiction of the Arizona Board of Regents, a body politic and agency of the State of Arizona. The University operates the University of Arizona College of Medicine - Phoenix, a nationally accredited medical school.

3.2. **Hospital.** The Hospital XXXXXXXX serves as a teaching hospital for the University and a provider of acute care hospital services, as well as other health care facilities that serve the Parties' Joint Mission.

3.3. **Relationship of the Parties.** The University and the Hospital are and shall at all times be independent contractors of one another. Nothing contained in this MMSA or any Commitment shall be construed to create a joint venture, partnership, association, or like relationship between the Parties with respect to the services provided hereunder. In no event shall either Party be liable for the debts or obligations of the other, except as otherwise specifically provided in this MMSA.

### 4. MISSION SUPPORT FUNDS

4.1. **Purpose.** The Hospital and the University maintain an affiliation devoted to the delivery of health care services in an academic health care environment through the sharing of fiscal and programmatic support. Pursuant to and as part of their Joint Mission, the Hospital desires to contribute Mission Support Funds, as will be more specifically set forth in Commitments, to the University in order to support and promote the Parties' Joint Mission.

4.2. **Use of Funds to Support Joint Mission.** Mission Support Funds shall be used solely to support the Joint Mission. Mission Support Funds may not otherwise be specifically allocated, designated, or earmarked, in writing or orally, by the Hospital or University upon transfer or in anticipation of such transfer.

4.3. **Establishment of Joint Committees.** A joint committee shall be established (the "Joint Committee") to oversee the disbursement of Mission Support Funds for each Commitment, to monitor the use of Mission Support Funds, and to further consider and make recommendations regarding the affiliation of the University and the Hospital. Each Joint Committee shall be comprised of at least four members, two of whom shall be appointed by the Hospital, and two of whom shall be appointed by the University; provided, however, that if the Joint Committee exceeds four members, it shall be comprised of equal numbers of members designated by the Hospital and the University, respectively. The initial members of each Joint Committee shall be designated in individual Commitments. Either of the Parties may change at its discretion its designated members of any Joint Committee.

- 4.4. Administration and Billing. Each Commitment will set forth the administration and billing provisions applicable to it.
- 4.5. Mission Support Fund Policies.
  - 4.5.1. All Mission Support Funds shall be used in compliance with all applicable federal and state laws, rules and regulations that directly or indirectly affect the allocation or use of amounts in the Mission Support Fund, including, without limitation, the federal health care program anti-kickback law (42 U.S.C. § 1320a-7b(b)) and the federal physician self-referral (“Stark”) law (42 U.S.C. § 1395nn).
  - 4.5.2. Mission Support Funds will be used in accordance with Arizona Board of Regents and University rules and policies, including, if applicable, laws and regulations governing the conduct of clinical research.
  - 4.5.3. Requests for use of Mission Support Funds shall be assessed by each Joint Committee in terms of how the proposed use supports the Parties’ Joint Mission. Considerations may include, but are not limited to:
    - 4.5.3.1. Development of world-class, research-driven, multi disciplinary health care and educational programs and other key positions
    - 4.5.3.2. Recruitment of faculty, staff, investigators, residents
    - 4.5.3.3. Development of curriculum and program content.
    - 4.5.3.4. Research support and development. And
    - 4.5.3.5. Service to the community served by the Hospital and the University.
- 4.6. Joint Committee Meetings. Each Joint Committee shall meet on at least a quarterly basis to assess the administration of the Mission Support Funds and any related issues as they arise. The Joint Committee shall consider written proposals for Mission Support Funds submitted by the University and may request, in its discretion, that one or more representatives of the applicable department appear at one or more meetings of the Joint Committee to discuss the proposed use of Mission Support Funds, or submit written documentation in support of such efforts. The Joint Committee shall maintain minutes of its meetings. The affirmative vote of a majority of the members of the Joint Committee shall be required before any Mission Support Funds may be disbursed.
- 4.7. Annual Accounting. The University shall provide an annual accounting to the Joint Committee of the investment, allocation, and use of the Mission Support Funds in a format to be determined by each Joint Committee in advance.
- 4.8. Requirements Relating to Physician Recruitment Efforts. To the extent that Mission Support Funds will be used for physician recruitment activities, the following shall apply.
  - 4.8.1. The University may use the Mission Support Funds in support of physician faculty recruitment needs, where such recruitment supports and furthers the Parties’ Joint Mission.

4.8.2. The University hereby acknowledges and agrees that physician faculty recruited by the University with the use of Mission Support Funds shall be:

4.8.2.1. employed by the University for bona fide and identifiable clinical, teaching and/or research services, in exchange for compensation that is commercially reasonable, consistent with the fair market value in arm's length transactions for the services to be provided, and not determined in a manner that takes into account (directly or indirectly) the volume or value of any referrals to, or other business generated by, such recruited physician for the Hospital;

4.8.2.2. required to apply for and obtain full medical staff privileges at the Hospital; and

4.8.2.3. required to see and treat patients receiving medical benefits or assistance under any federally funded health care program in a nondiscriminatory manner.

4.8.3. Nothing in this MMSA shall be construed to prohibit any recruited physician or any other physician from establishing staff privileges at any medical facility other than Hospital or from referring business to any entities other than Hospital.

**4.9. Departure of Recruited Faculty Member.** If the physician faculty member recruited does not remain employed by the University for the duration of the payments approved by the Joint Committee, the Hospital may cease making such payments or the Joint Committee may approve applying the funds to another qualified physician faculty recruit.

## **5. MUTUAL REPRESENTATIONS, CERTIFICATIONS AND COVENANTS**

**5.1. Organization and Corporate Authority.** Each Party is charged with all requisite power and authority (corporate and other) to conduct its business and to enter into and perform its obligations under this MMSA.

**5.2. No Inducement of Referrals.** Each Party represents that there have been no discussions or negotiations that would lead to patient referrals, purchase or lease of health care items or services in exchange or any other such activities that would violate any or all current, state, federal and/or state laws or guidance. This MMSA is not intended to induce either Party to (1) refer patients or business to, order, purchase or lease health care items or services from, or recommend that others (or arrange for others to) order, purchase or lease health care items or services from the Hospital, or (2) cause or influence any COM-Phoenix University physician faculty member, any other physician, or any other individual or organization to make any such referrals, orders, purchases, leases, recommendations or arrangements.

**5.3. Physician Faculty Compensation.** The aggregate compensation paid by the University and the Hospital to any physician faculty member who holds clinical privileges with the Hospital during any 12-month period, including, without limitation, base salaries and bonuses, shall not exceed fair market value in arm's length transactions for services and items actually provided, and shall not be determined in a manner that takes into account the volume or value of any referrals or other business generated by such physician to the Hospital.

- 5.4. No Tracking of Referrals.** At no time during the Term of this MMSA shall either Party track referrals made by COM-Phoenix University physician faculty members to the Hospital.
- 5.5. Exclusion, Debarment and Suspension.** Each Party represents and certifies that, to its knowledge, neither it nor any of its employees or agents is excluded from participation in any Federal Health Care Program, as defined in 42 U.S.C. § 1320a- 7b{f) (“Federal Health Care Program”), or been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Each Party represents and certifies that, to its knowledge, no formal adverse action, as that term is defined in 42 U.S.C. § 1320a-7e(g), has occurred or is pending or threatened against it or any of its employees or agents.
- 5.6. Compliance Cooperation.** Each Party acknowledges and agrees that it promotes compliance under the law and has established a culture that fosters the prevention, detection and resolution of instances of misconduct. In furtherance thereof, each Party and its employees and agents will cooperate with the other’s corporate compliance program during the term of this MMSA.
- 5.7. Continuing Accuracy of Representations and Certifications.** Each Party shall maintain appropriate and complete records which document that the aforementioned representations, certifications and covenants continue to be true and correct during the Term of this MMSA. Within ninety (90) days following the conclusion of each year of the Term, each Party shall provide a written certification that the aforementioned representations and certifications continue to be true and correct.

## 6. TERMINATION

- 6.1. By Mutual Agreement.** This MMSA may be amended or terminated at any time by mutual agreement of the Parties.
- 6.2. Termination For Breach of Agreement.** Either Party may terminate this MMSA upon a finding of a material breach by the other Party of any of the terms, provisions, or conditions hereof to be observed, kept or performed not cured within thirty (30) days following receipt of written notice thereof.
- 6.3. State Obligation.** The parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the Legislature of the State of Arizona. Should the Legislature fail to appropriate the necessary funds or if the University’s appropriation is reduced during the term of this MMSA, the Arizona Board of Regents may reduce the scope of the University’s involvement in this MMSA, if appropriate, or cancel the applicable Commitment without further duty or obligation by delivering written notice to the Hospital as soon as reasonably possible after the unavailability of said funds comes to the Board’s attention.
- 6.4. Inability to Continue Provision of Mission Support Funds.** In the event that the Hospital’s governing board, in its reasonable discretion based on, without limitation,

budgetary or other financial constraints, determines that the Hospital's financial condition dictates that it must cease making payments pursuant to any Commitment, then the Hospital may terminate making such payments upon 90 days' written notice to the University.

**6.5. Cancellation by University Due To Conflict of Interest.** This MMSA may be canceled pursuant to Arizona Revised Statutes § 38-511, as amended, without penalty or further obligation, if any person significantly involved in initiating, negotiating, creating, drafting, or obtaining this MMSA on behalf of the Arizona Board of Regents is, at any time while this MMSA or any renewal and extension of this MMSA is in effect, an employee or agent of the Hospital in any capacity or a consultant to the Hospital with respect to the subject matter of this MMSA. Cancellation shall be effective when written notice is received, unless the notice specifies a later time.

## **7. COMPLIANCE WITH LAW**

**7.1. The Parties' Intent.** Neither this MMSA nor any Commitment is intended to induce the University, any COM-Phoenix University physician faculty member, or any other individual or organization:

7.1.1. to refer patients or business to,

7.1.2. to order, purchase or lease health care items or services from, or

7.1.3. to recommend that others (or arrange for others to) order, purchase or lease health care items or services from the Hospital (or any other individual or organization).

**7.2. No Referrals.** In exchange for the Hospital's payment of Mission Support Funds, the University shall not, and shall not cause or influence the University, any University physician faculty member, or any other individual or organization to:

7.2.1. refer patients or business to,

7.2.2. order, purchase or lease health care items or services from, or

7.2.3. recommend that others (or arrange for others to) order, purchase or lease health care items or services from the Hospital (or any other individual or organization). The amount of the Hospital Mission Support Funds is not based on, and shall not vary due to, the volume or value of any referrals to, or other business generated for the Hospital by:

7.2.4. the University or any COM-Phoenix University physician faculty,

7.2.5. any other individual or organization.

**7.3. Independent Medical Judgment.** The Parties agree that COM- Phoenix University physician faculty shall exercise his or her independent medical judgment in making patient

referral and related clinical decisions without regard to this MMSA.

**7.4. Changes in Law.** This MMSA and each Commitment is subject to and is intended to comply with all applicable federal and Arizona laws and regulations. In the event that there are subsequent changes to or clarifications of laws or regulations that may, in the opinion of legal counsel for the Hospital or University, (1) render any term or condition of this MMSA or any Commitment noncompliant, (2) subject either Party to a significant fine or penalty in connection with its performance of its obligations hereunder, (3) subject either Party to a loss of Medicare or Medicaid (AHCCCS) certification or tax exempt status because of the existence of this MMSA or any Commitment or the Parties' respective performance of their obligations under them, or (4) adversely affect the ability of either Party to perform its obligations under them, then within thirty (30) days following notice from one Party to the other, the Parties shall negotiate in good faith an amendment to the affected agreement or a substitute agreement which will carry out the original intention of the Parties to the extent possible in light of such laws and regulations. In the event that the Parties cannot reach agreement as to the terms and provisions of the amendment or substitute agreement within sixty (60) days following the notice provided in this Section or such earlier date as necessary to avoid substantial penalties or fines, provided such earlier date is mutually agreeable to both Parties, which shall not be unreasonably withheld, then the affected agreement shall immediately terminate, following written notice of termination from the Hospital's or University's legal counsel.

**7.5. Maintenance of Records.** For the purposes of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any written regulations thereto, each Party agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the costs of services rendered in connection with this MMSA and any Commitment:

7.5.1. Until the expiration of four (4) years following the expiration or termination of this MMSA, each Party shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States or any of their duly authorized representatives the contracts, books, documents, and records of each Party that are necessary to certify the nature and extent of such costs.

7.5.2. If either Party is requested to disclose any books, documents or records relevant to this MMSA for the purpose of an audit or investigation, that Party shall notify the other Party of the nature and scope of such request and make available upon written request of that Party, all such books, documents or records.

**7.6. Termination of MMSA and Commitments upon Exclusion, Debarment, or Suspension.**

7.6.1. Of a Party. In the event that either Party is excluded from participation in any Federal Health Care Program, or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency, or is the subject of any formal adverse action (whether threatened, pending, or actual), as that term is defined in 42 U.S.C. § 1320a-7e(g), then such Party shall notify the other Party of such



action in writing within two (2) business days of its occurrence (the "Exclusion Notice"), and the other Party shall be entitled to terminate this MMSA and all Commitments entered into hereunder immediately upon receipt of the Exclusion Notice.

**7.6.2. Of a University Physician Faculty Member.** In the event that a COM-Phoenix University physician faculty member or any other employee or agent of either Party, is excluded from participation in any Federal Health Care Program, as defined in 42 U.S.C. § 1320a-7b(f), or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency, or is the subject of any formal adverse action (whether threatened, pending, or actual), as such term is defined in 42 U.S.C. § 1320a-7e(g), then the University or Hospital, as appropriate, shall provide an Exclusion Notice to the other Party, and the other Party shall be entitled to exclude such COM-Phoenix University physician faculty member or other employee or agent from participation in any program, research, or other activity to which Mission Support Funds have been allocated.

**7.6.3. Effect of Termination.** Upon termination of this MMSA for any reason, the Hospital may cease making payments pursuant to this MMSA; provided, however, that each Joint Committee shall continue to oversee the disbursement of amounts already paid pursuant to any Commitment, and to oversee the use of such amounts in accordance with the Mission Support Fund Policies, as defined in Section 4.5. Notwithstanding the foregoing, in the event that the Hospital terminates this MMSA or any Commitment based on the University's breach of the terms of this Section, then the University shall repay to the Hospital all Mission Support Funds paid to the University under this MMSA or any Commitment as of the effective date of termination.

**7.7. Non-Discrimination.** The Parties shall comply with all applicable Hospital, University and Arizona Board of Regents policies and procedures, as well as state and federal statutes and regulations governing Equal Employment Opportunity, non discrimination and immigration.

## **8. NOTICES**

8.1. Notices or communications required or permitted to be given to the Parties by hand or by registered or certified mail shall be at the following addresses unless a Party shall otherwise designate its address by notice in writing.

To Hospital:

Copy to:

To the University:

Copy to:

Tucson, Arizona 85721-0066

8.2. Notices are effective upon hand delivery or deposit, postage prepaid, in the U.S. mail.

## 9. MISCELLANEOUS

- 9.1. Section Headings. The Section headings contained in this MMSA are for reference purposes only and shall not affect in any way the meaning or interpretation of this MMSA.
- 9.2. Governing Law. This MMSA has been executed and delivered in, and shall be construed and enforced in accordance with the laws of Arizona. All duties and obligations of the Parties created hereunder shall be performed in Maricopa County, Arizona, and Pima County shall be the venue for any action, special proceeding, or other proceeding that may be brought in connection with or arise out of this MMSA.
- 9.3. Waiver. A waiver of the breach of any terms or conditions of this MMSA by either Party shall not constitute a waiver of any subsequent breach or breaches.
- 9.4. Severability. If any clause or provision of this MMSA shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. Each of the provisions of this MMSA shall be enforceable independently of any other provision.
- 9.5. Assignment and Delegation of Duties. Neither the Hospital nor the University shall assign its rights or delegate any of its duties under this MMSA or any Commitment without the express written consent of the other.
- 9.6. Counterparts. This MMSA may be executed in one or more counterparts, which together shall constitute one document. Any Commitment may be executed in one or more counterparts, which together shall constitute one document.
- 9.7. No Indemnification. Neither Party to this MMSA agrees to indemnify the other Party or hold harmless the other Party from liability hereunder unless expressly stated in a Commitment.
- 9.8. Entire Agreement. This MMSA supersedes all previous agreements between the Parties with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject matter hereof.
- 9.9. Arbitration. The Parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount



of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the Parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 et seq. (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the Parties.

## 10. MODIFICATIONS AND DISPUTES

**10.1. Modifications.** Any additions, deletions or changes to the scope of this **MMSA** or to any Commitment require a written amendment signed by the authorized representatives of both Parties.

**10.2. Oral Statements.** No verbal statement or conversation between the Parties or their representatives, occurring either before or after the execution of this **MMSA** or any Commitment, shall have any bearing or effect on any this MMSA or any Commitment.

## 11. TERM OF MMSA

11.1. This MMSA commences on December 1, 2011 and shall continue in force until terminated as provided herein.

SIGNATORS:

# MISSION SUPPORT PROGRAM COMMITMENT

## I. INTRODUCTION

This Mission Support Program Commitment (“Commitment”) is between the Arizona Board of Regents for and on behalf of the University of Arizona College of Medicine-Phoenix (“University”) and XXXXX (“Hospital”) (referred to together as the “Parties”).

This Commitment is effective December 1, 2011 through October 31, 2012 and is entered into pursuant to the Parties’ Master Mission Support Agreement effective December 1, 2011 (“MMSA”). The terms of the MMSA are incorporated herein by reference.

## II. SUPPORT OF JOINT MISSION

Hospital hereby commits to UACOM-Phoenix the sum of \$XXX (the “Mission Support Funds”) to support and promote the Parties’ Joint Mission m1d, specifically, to support the development of the education, training and clinical research programs at the UACOM Phoenix. The above-referenced funds are intended to support the following programs:

- ▶ Family Medicine Program/Department
  - Chair
  - Program Director
  - Associate Program Director
  - Clinic Director
  - Teaching Faculty
  - Residents
  - Curriculum Development
  - Administrative Support
  - Office Equipment
  - Clinic Build Out
  - Clinic Staff
  
- ▶ Neurosciences Physicim1 Recruitment
  - Principal Investigator
  - Research associates (investigators-PhD)
  - Research staff
  - Post-doctoral fellows
  - Administrative Support
  - Office Equipment
  - Laboratory Build Out
  - Laboratory Equipment
  - Research start-up continuing support for investigators and post docs

- Pharmacology Department Support/UA College of Pharmacy
- Chair
- Vice-Chair
- Faculty
- Curriculum Development
- Administrative Support
- Build Out
- Office Equipment
- Collaborative Efforts for Poison Center, UA and XXXXX
- UACOM-Phoenix Research Support Fund
- UACOM-Phoenix Simulation Center Support
- Faculty
- Support Staff
- Administrative Support
- Curriculum Development
- Center Build Out
- Center Equipment
- Office Equipment
- ▶ General Curriculum Development (continuing) and Support
- ▶ Medical Student Teaching and Administration
- ▶ Clerkship, Site, Block, Theme Directors, Institutional Chairs etc
- ▶ Graduate Medical Education
  - Faculty, Residents
  - Employment Transition for Banner Good Samaritan to UA COM - P

### **III. SPECIAL OBLIGATIONS OF THE PARTIES**

The amount of the Mission Support Funds is not conditioned on, does not and shall not take into account the volume or value of any referrals to, or other business generated for the Hospital by University, any COM-Phoenix Physician, or any other individual, entity or organization.

### **IV. PAYMENT OF MISSION SUPPORT FUNDS**

The expenditure of Mission Support Funds shall be approved pursuant to the Joint Committee process established in the Parties' MMSA.

The Joint Committee which will administer the use of the Mission Support Funds will consist initially of XXXX., Dean for University and XXXX for Hospital. Either of the Parties may change its designees in its discretion, so long as the number of designees from each of the Parties is equal.

Approved Mission Support Funds shall be paid by Hospital to University during the Term of this Agreement as follows:

•	\$XXX	12/31/11
•	\$XXX	03/31/12
•	\$XXX	06/30/12
•	\$XXX	09/30/12

Payment shall be made to the order of "The University of Arizona, FRS Account No. \_\_\_\_\_(to be established) " and shall be sent to:

University of Arizona University Bursar's Office  
P. O. Box  
Tucson, AZ 85733-4390

The Mission Support Funds shall be maintained by University in an account segregated from all other University operating funds and other funds.

AGREED BY: Signators

Affiliation agreements UNC – Presentation Link.

The following is a presentation by Scott Geboy, esq. of Hall Render Advisory Services under contract with the University of North Carolina Cooperative Agreement with HRSA, USDHHS, as a GME technical advisor. This presentation covers many of the topics included in this brief.

<file:///C:/Users/calfero/Downloads/vap20ZCWYQgcrCYM665r3Krc4tOLnfZ1PLyEBVd0.pdf>