

SUPERVISING PHYSICIAN AGREEMENT

This Agreement is made and entered into this _____ day of _____ 2007, between _____(Hospital), a _____ corporation which is licensed as a “hospital” under the _____, and _____ (Supervising Physician), in consideration of the mutual covenants of Hospital and Supervising Physician hereinafter enumerated.

WHEREAS, Supervising Physician is (i) a member, in good standing, on the medical staff of _____(Name of Clinic/hospital where supervision is given), (ii) Board certified or Board eligible in the practice of _____ and (iii) authorized to exercise clinical privileges at _____(Name of Clinic) without any restrictions or limitations, and

WHEREAS, Supervising Physician (i) is not excluded, debarred, sanctioned or otherwise deemed or determined to be ineligible to participate in any federal health care programs, including Medicare and Medicaid, (ii) has not been assessed any civil monetary penalty or convicted of any criminal offense related to the provision or delivery of health care or any other medically related services and (iii) is not the subject of any state or federal, civil or criminal investigation which could result in Supervising Physician being excluded, debarred, sanctioned or declared to be ineligible to participate in any state or federal health care program, and

WHEREAS, Hospital and Supervising Physician wish to provide opportunities for Interns/Residents to gain additional medical experience and training, and

WHEREAS, Hospital and Supervising Physician wish to allow Interns/Residents to perform certain procedures on Supervising physician’s patients, and

WHEREAS, Supervising Physician will supervise the Interns/Residents while they are at/in facilities at which the supervising physician has clinical privileges, and

WHEREAS, Hospital and Supervising Physician desire to define, through this Agreement, their respective responsibilities.

NOW, THEREFORE, Hospital and Supervising Physician agree as follows:

1 DEFINITIONS

- 1.1 **Intern:** a physician in his/her first year of postgraduate medical training who also meets all the participation requirements set forth in this Agreement, or mandated by _____ law. An intern who is not licensed in the State where the Supervising Physician is licensed, however, is not qualified to perform procedures or provide services of any kind under the Supervising Physician’s direction.
- 1.2 **Resident:** a physician in his/her first year of postgraduate medical training who also meets all the participation requirements set forth in this Agreement, or mandated by _____ law. A resident who is not licensed in the State where the Supervising Physician is licensed, however, is not qualified to perform procedures or provide services of any kind under the Supervising Physician’s direction.
- 1.3 **Procedures:** those surgical procedures and other medical services and treatment authorized by the patient and Supervising Physician, and performed by the Interns/Residents in compliance with this Agreement.
- 1.4 **Direct Supervision:** the presence of a Supervising Physician is required in the same

operating/patient care room as the Interns/Residents during all surgical and other medical procedures or treatments for which the Interns/Residents has not been given approved indirect supervision status by a Supervising Physician and the Program Director.

- 1.5 **Indirect Supervision:** physical presence of a Supervising Physician is not required at the time of the performance of surgical or other medical procedures or treatments for which the Interns/Residents has received approval from a Supervising Physician and the Program Director.
- 1.6 **Supervising Physician:** a physician with appropriate license and clinical certifications and privileges who is providing direct or indirect supervision to the Interns/Residents during his/her tenure as a Hospital intern/resident.
- 1.7 **Program Director:** a physician appointed by Hospital Board of Directors to oversee the specific residency program. The Program Director shall meet all of the requirements as set forth by the American Osteopathic Association.
- 1.8 **Director of Medical Education (DME):** a physician appointed by the Hospital Board of Directors to oversee the entire medical education program at Hospital. The Director of Medical Education shall meet all of the requirements as set forth by the American Osteopathic Association.
- 1.9 **Graduate Medical Education Committee (GME):** A committee established by the Hospital Board of Directors to oversee the medical education program at Hospital. The GME Committee reports periodically to the Quality Committee of the Board and the Medical Staff Executive Committee.

2 SUPERVISING PHYSICIAN'S RESPONSIBILITIES

- 2.1 **Discrimination:** Supervising Physician shall not deny any Interns/Residents an opportunity to perform surgical and other medical procedures, or treat patients under the direction of Supervising Physician pursuant to this Agreement at Hospital, or subject the Interns/Residents to discrimination or unequal treatment on the basis of race, color, sex, disability, or national origin. A Supervising Physician agrees to abide by the requirements of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act.
- 2.2 **Adherence to Rules and Regulations:** Supervising Physician shall comply with the bylaws, rules, and regulations of the medical staff, as in force and effect at the facilities where the Supervising Physician is performing Supervising Physician's responsibilities under this Agreement.
- 2.3 **Supervision:** Supervising Physician shall permit Interns/Residents to perform procedures and engage in patient care only under his/her direct or indirect supervision. Supervising Physician shall be responsible for monitoring the medical care Interns/Residents provide to patients, as well as Interns'/Residents' conduct as defined by the GME Committee. Supervising Physician shall require Interns/Residents to comply with all applicable rules and regulations as approved by the GME Committee.
- 2.4 **Duty Hour Requirements:** Supervising Physician shall not require Interns/Residents to work schedules that are not in compliance with the duty hour requirements established by the American Osteopathic Basic Standards in Residency Training.
- 2.5 **Procedures:** Interns/Residents shall perform only those procedures and provide only those services which are specifically authorized by a Supervising Physician and the patient, and which are commensurate with the Interns'/Residents' education, training, experience,

abilities, and as determined by the Supervising Physician, the Program Director, and the Graduate Medical Education Committee. Hospital reserves the right to limit the procedures the Interns/Residents may perform to those described in the Interns/Residents House Staff Manual.

3 HOSPITAL'S RESPONSIBILITIES

- 3.1 **Provide Information:** Hospital shall provide Interns/Residents access to a current copy of the medical staff bylaws, rules, and regulations, Code of Conduct, Corporate Integrity Plan, (then in effect), and the rules and regulations governing hospital employee conduct.
- 3.2 **Duty Hour Requirements:** Hospital shall comply with the duty hour requirements established by the American Osteopathic Basic Standards in Residency Training.
- 3.3 **Identification of Students/Interns/Residents to Patients:** Hospital will assist a Supervising Physician in the identification of Interns/Residents with the issuance of a Hospital picture identification badge.
- 3.4 **Verification:** Hospital will verify all information submitted in and with the Interns'/Residents' application.
- 3.5 **Medical Staff Bylaws:** Hospital shall abide by the terms of the current medical staff bylaws, rules, and regulations in all matters which are applicable to the relationship created by this Agreement.

4 MEDICAL AND OTHER RECORDS AND INFORMATION

- 4.1 **Confidentiality of Patient Records:** Supervising Physician shall maintain the confidentiality of patient health records and treatment in accordance with all state and federal laws, including the "Health Insurance Portability and Accountability Act of 1996" and all the standards which are promulgated pursuant to that statute, including the Electronic Transactions Standards, the Privacy Standards, the Security Standards and all other standards or rules which may be prescribed by the Department of Health and Human Services during the term of this Agreement as then being applicable to the services which are encompassed by this Agreement (collectively, "HIPAA"). Supervising Physician will promptly report to Hospital any use or disclosure of any health information which is not permitted under HIPAA, whenever Supervising Physician becomes aware of such improper use or disclosure. Supervising Physician, in addition, will timely act to mitigate, to the extent practicable, any harmful effect, which is known to or which could reasonably be anticipated by Supervising Physician, of a use or a disclosure of such health information in violation of HIPAA.
- 4.2 **Proprietary and Business Information:** Supervising Physician shall not disclose any proprietary information belonging to Hospital or any confidential business information regarding Hospital while supervising the Interns/Residents.
- 4.3 **Investigation:** Subject to applicable law and in a manner consistent with patient confidentiality, each of the parties agrees to allow the other reasonable access to information, including relevant documentation and reports, in connection with any investigation and defense of incidents involving potential or actual liability relating to the services of Interns/Residents performed at Hospital.

5 TERM AND TERMINATION

- 5.1 **Term:** The term of this Agreement shall be for one academic year from July 1, 2007 to June 30, 2008.
- 5.2 **Termination:** Hospital reserves the right to terminate this Agreement at any time by

submitting

a termination notice in writing to the Supervising Physician. The Supervising Physician may terminate this Agreement at any time by submitting a termination notice in writing to the Director of Medical Education.

6 COMPENSATION

6.1 **Methodology:** The supervising physician will be compensated according to the policy outlined by the Center for Medicare and Medicaid Services (CMS) outlined in 72 Fed. Reg. 27870 (May 11, 2007). Appendix B outlines the key parameters and formulas used to calculate compensation.

6.2 **CMS Requirements:**

- 6.2.1 Physician Specialty: _____
- 6.2.2 AGMA Median Yearly Salary of Physician's Specialty: _____
- 6.2.3 Hours of Operation of Dr. _____ Clinic:
 - 6.2.3.1 Mon: _____
 - 6.2.3.2 Tue: _____
 - 6.2.3.3 Wed: _____
 - 6.2.3.4 Thu: _____
 - 6.2.3.5 Fri: _____
 - 6.2.3.6 Sat: _____
 - 6.2.3.7 Sun: _____
 - 6.2.3.8 Total Hours Open per Week: _____

6.3 **Annual Compensation:** Assuming the supervising physician supervised an OGME3 resident in their own clinic on a one to one supervision ratio for the entire academic year, the yearly salary would be \$ _____.

6.4 **Actual Compensation:** Actual compensation will depend on the portion of the year the intern or resident spends in the supervising physician's clinic, the educational year of the resident and supervising physician to resident ratio. These variables will be evaluated on a monthly basis and the supervising physician will be compensated on a monthly basis. All compensation due will be paid within 90 days of the completion of a supervision month. The Appendix C worksheet will accompany all compensation payments to document the information used in the calculations.

7 MISCELLANEOUS PROVISIONS

7.1 **Compliance with Applicable Laws:** The parties shall make their best efforts to comply with any and all applicable federal, state, and local laws and regulations.

7.2 **Entire Agreement:** This Agreement constitutes the entire Agreement of the parties and may not be amended or revoked except by a written Agreement signed by each party referring specifically to this Agreement.

7.3 **Advertising/Marketing:** Neither party shall use the name of the other in advertising or other forms of publicity without the prior written consent of the party/person whose name is to be used.

7.4 **Governing Law:** This Agreement shall be governed by the laws of the State of _____, and, where appropriate, all applicable federal laws.

7.5 **Notices:** All notices required hereunder shall be deemed to be given when mailed, by registered or certified mail, addressed as follows:

If to Hospital

_____, D.O., Director of Medical Education
Attn: _____, Medical Education Coordinator
Address:

If to Supervising Physician:

- 7.6 **Assignability:** Neither this Agreement nor any rights hereunder are assignable by either party except to a corporation into which Hospital might be merged, or a corporation assuming the rights of Hospital.
- 7.7 **Severability:** Any provision of this Agreement prohibited by any rule of law or statutory provision of the State of _____ or of the United States shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions herein and shall be deemed modified to conform to such rule of law or statutory provision, and to this extent the provisions herein are severable.
- 7.8 **Waiver of Breach:** The waiver by Hospital of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the undersigned are duly authorized and have executed this Agreement as of the date shown on the first page of this Agreement.

Hospital
By: _____, DO
Its: Director of Medical Education

Hospital
By: _____
Its: Administrator

Supervising Physician