



AMERICAN OSTEOPATHIC ASSOCIATION

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**THE BASIC DOCUMENTS  
FOR  
POSTDOCTORAL TRAINING  
EFFECTIVE 7/1/2020**

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## SECTION I: INTRODUCTION TO POSTDOCTORAL TRAINING

This document contains the standards for AOA-approved osteopathic graduate medicine education (OGME) training programs and accreditation standards for osteopathic postdoctoral training institutions (OPTI). In Part One, there are eight sections, which provides an overview of the approvals for new and continuing OGME training programs. Section I provides an introduction to this document. Section II is the mission statement regarding the objective/purpose of standards. Section III is an overview of Education Program Goals based on the Core Competencies. Section IV describes Institutional Requirements. Section V provides general Program Requirements and Content. Section VI contains the requirements for the DMEs, Program Director and Faculty. Section VII contains requirements for Trainees (Interns, Residents, and Fellows). Section VIII presents requirements for evaluation of resident achievement, remediation, faculty evaluation and improvements based on feedback from evaluation in addition to approval of new and current programs and PTRC program actions. The information provided in this document provides requirements and guidance to directors of medical education, specialty affiliates, intern and residency surveyors, program directors, administrators, and interns and residents. In Part Two are the basic requirements for OPTIs. The two parts are arranged to reflect the requirements for the administration of an intern or residency program and their relationship to an OPTI.

On February 26, 2014, the ACGME, AOA, and AACOM announced their agreement to a Memorandum of Understanding (MOU) outlining a single graduate medical education accreditation system in the United States. Between July 1, 2015 and June 30, 2020, all AOA-approved training programs had the opportunity to apply for ACGME accreditation. The AOA set specific policies for programs to apply for ACGME accreditation in order to continue to recruit and accept trainees who would complete training after June, 30, 2020.

The terms of the agreement for the single GME accreditation system require that the AOA no longer accredit GME programs after June 30, 2020. The ACGME, AOA, and AACOM recognized there would be unique circumstances whereby some programs make a good faith effort to achieve ACGME accreditation but still have not transitioned successfully to ACGME accreditation by June 30, 2020. The three organizations came to an agreement in March 2017 which gives the AOA restricted authority to extend the AOA accreditation date to allow any remaining resident in such programs to complete training in an accredited program and advance to AOA board eligibility.

To assure that institutions are committed to and capable of delivering uniquely osteopathic postdoctoral training, the American Osteopathic Association (AOA) approved an additional resource to assist in the evaluation and approval of training programs and restructured the Department of Education in 2004 to provide greater support to osteopathic graduate medical education. Osteopathic Postdoctoral Training Institutions (OPTIs) were approved as a required accredited osteopathic graduate medical education structure. Such accreditation provides the public appropriate governmental jurisdictions, the osteopathic medical profession, and interns and residents assurance that accredited OPTIs have met or exceeded basic established levels of quality for postdoctoral education in osteopathic medicine. The accreditation process involves systematic examination and peer examination and evaluation of all aspects of the educational impact and effectiveness of an OPTI as measured against AOA-approved standards. The benefits realized from this process include the assessment of an institution's financial and philosophical ability to provide quality training programs and the assurance to interns and residents that they are entering educationally and financially stable programs.

1 The Bureau of Osteopathic Education, with the Council on Osteopathic Postdoctoral Training  
2 Institutions (COPTI), accredit individual OPTIs which are composed of at least one hospital with an  
3 AOA approved training program and one college of osteopathic medicine accredited by the  
4 Commission on Osteopathic College Accreditation (COCA). The OPTIs governing body shall  
5 define the mission/objectives of the OPTI, which shall include providing programs of postdoctoral  
6 instruction and training in the art, science, and practice of osteopathic medicine, and contributing to  
7 the community by providing distinctive osteopathic patient care.

8 As of July 2020, the Council on Postdoctoral Training (COPT) will be disbanded. The Program and  
9 Trainee Review Council (PTRC) is the global policy making body for all training programs.  
10 Recognized Specialty affiliates develop standards for the seven core competencies required for all  
11 specialties which are approved through the Bureau of Osteopathic Education (BOE) up to the  
12 Board of Trustees for final approval. The AOA Program and Trainee Review Council (PTRC) is also  
13 the approval body for AOA-approved OGME programs. The PTRC and COPTI reports to the  
14 BOE and the BOE reports to the Board of Trustees.

15 Decisions from these councils are appealable to the Bureau of Osteopathic Education Appeal  
16 Committee. The Board of Trustees is the final appeal body.

17 The context and process used by COPTI in the accreditation of OPTIs are found in this document,  
18 Part Two, *Basic Document for Osteopathic Postdoctoral Training Institutions (OPTIs)*.

19

## SECTION II: MISSION STATEMENT FOR POSTDOCTORAL TRAINING

The American Osteopathic Association (AOA) is organized with the mission to advance the distinctive philosophy and practice of osteopathic medicine. The AOA vision is to be the professional home for all osteopathic physicians.

The mission of the AOA **Program and Trainee Review Council** is to assure the trainees, hospitals, patients, the medical profession, and the public that osteopathic leadership will strive to provide quality osteopathic postdoctoral training leading to optimal healthcare outcomes. The AOA Board of Trustees has also directed the specialty colleges to advance uniform standards specification to the specialty college evaluation committees. The AOA has adopted a policy indicating that all specialty Basic Standards must be reviewed by the respective specialty and amended as necessary, no less frequently than every three years from the date of the last Board Approval as printed on the specialty standards posted to the AOA Website under Education and Postdoctoral Training.

The American Osteopathic Association (AOA) is the only accrediting agency for osteopathic graduate medical education in the United States. Osteopathic postdoctoral training programs are recognized by US federal and state agencies such as the Center for Medicare and Medicaid Services (CMS) and all state licensing boards. **As part of the transition to the single GME accreditation system, the ACGME began Osteopathic Recognition which is a designation conferred by the ACGME's Osteopathic Principles Committee upon ACGME-accredited programs that demonstrate, through a formal application process, the commitment to teaching and assessing Osteopathic Principles and Practice (OPP) at the graduate medical education level.**

Accreditation action taken by or under the authority of the Council on Osteopathic Postdoctoral Training Institutions (COPTI) means that an Osteopathic Postdoctoral Training Institution (OPTI) has appropriately identified its educational mission, has secured the resources necessary to accomplish that mission, showed evidence of accomplishing its mission and demonstrated that it may be expected to continue to accomplish its mission in the future. Accreditation signifies that an OPTI has met or exceeded the AOA standards for quality postdoctoral education with respect to organization, administration and finance; faculty and instruction; intern and resident admissions and services, evaluation; curriculum and facilities, which are explained in detail in this document.

The accreditation process is a cooperative activity that includes continuing self-assessment on the part of each institution, periodic peer evaluation through site visits and review directed by the AOA Council on Osteopathic Postdoctoral Training Institutions (COPTI), a component committee of the Bureau.

## SECTION III: OGME GOALS

1 Fundamentally, Osteopathic Graduate Medical Education (OGME) is designed to provide trainees  
2 progressive and supervised opportunities to ensure adequate preparation for the independent  
3 practice of medicine. The AOA **Program and Trainee Review Council (PTRC)** is responsible for  
4 developing and enforcing postdoctoral training requirements, policies and procedures in order to  
5 ensure high quality osteopathic training programs.

### 6 **Osteopathic Medical Education Continuum**

7 OGME is the second of a four-phase linear progression in the osteopathic continuum of medical  
8 education. Phase one, undergraduate medical education leading to the Doctor of Osteopathic  
9 Medicine (DO) degree, is required before a graduate can enter postgraduate training or OGME. Phase  
10 2, OGME, requires completion of prescribed curricula in an AOA approved (accredited) training  
11 program. Phases three and four; Board Certification and Continuing Medical Education (CME), are  
12 the last two phases of the continuum. The osteopathic profession believes that viewing medical  
13 education as a continuum rather than isolated events in the preparation of osteopathic physicians will  
14 provide continuity and a framework that will enhance the quality of education spanning their entire  
15 medical career, as well as provide improved and more effective care to its patients.

### 16 **OGME Structure through the Core Competencies**

17 The immediate goal of Osteopathic Graduate Medical Education (OGME) then is to prepare  
18 osteopathic physicians for practice and board eligibility in their selected medical specialty. Training  
19 curricula is provided through the framework of the profession's identified seven core competencies:  
20 osteopathic philosophy and osteopathic manipulative medicine, patient care, medical knowledge,  
21 interpersonal and communication skills, practice-based learning and improvement, professionalism,  
22 and systems-based practice. Osteopathic philosophy and osteopathic manipulative medicine), the  
23 first Core Competency, is required to be integrated fully into all the seven core competencies. The  
24 life-long learning process is validated through certification and re-certification examination and the  
25 Osteopathic Continuous Certification (OCC) program implemented in 2012.

26 The AOA adopted the Accreditation Council on Graduate Medical Education (ACGME) Core  
27 Competencies after they completed a national consensus on what residents should know and be able  
28 to do, although the osteopathic competencies are enhanced by the integration of OPP. Since many  
29 AOA training programs are accredited by both the AOA and the ACGME (dual programs), the  
30 adoption of these core competencies guarantees that all US residency training specialties design  
31 curricula within the same organized structure. The AOA Commission on Osteopathic College  
32 Accreditation (COCA) and the AOA Bureau of Osteopathic Specialists (BOS) have also endorsed  
33 the use of these core competencies in developing medical school curriculum and board certification  
34 examinations.

### 35 **Foundation and Tradition of Primary Care**

36 Historically, osteopathic residency programs were built on a broad-based first year of training that  
37 exposed DOs to the major clinical fields of medicine and surgery. Today, most osteopathic  
38 specialties combine traditional core rotations and specialty training in the first year (OGME-1). The  
39 value of primary care is considered a core value of the osteopathic profession.

1                                   **SECTION IV: INSTITUTIONAL REQUIREMENTS FOR**  
2                                   **OSTEOPATHIC GRADUATE MEDICAL EDUCATION**

3   The purpose of Osteopathic Graduate Medical Education (OGME) is to provide quality educational  
4   programs with proper mentoring and supervision of all trainees. OGME strengthens the  
5   osteopathic philosophy and the appropriate care of patients, and develops the trainee’s sense of  
6   professionalism and ethics. The greatest impact of quality osteopathic medical education is the care  
7   received by patients of osteopathic physicians.

8   **A. Institutional Requirements: Sponsoring OPTIs and Training Institutions**

9   4.1    AOA-approved OGME programs shall function under the academic sponsorship of an AOA-  
10   accredited OPTI.

11   4.2    Training institutions which conduct AOA approved training programs and issue trainee  
12   contracts may include:

- 13       a.     Hospitals accredited by a Medicare-approved accrediting body.
- 14       b.     Federally qualified health centers.
- 15       c.     Community teaching health centers.
- 16       d.     Freestanding ambulatory accredited surgery centers.
- 17       e.     Colleges of osteopathic medicine.
- 18       f.     Freestanding ambulatory centers
- 19       g.     COPT approved consortium

20   4.3    OPTI academic sponsors shall be responsible for monitoring OGME programs at its partner  
21   training institutions.

- 22       a.     Sponsorship shall require an OPTI affiliation/sponsor agreement indicating the  
23       responsibilities of the academic sponsor and the training institution.
- 24       b.     The academic sponsor must declare accountability for compliance of training  
25       institutions with AOA policies including affiliation agreements, quality performance,  
26       trainee evaluations, and participation in on-site program reviews, corrective action  
27       plans, and core competency compliance.
- 28       c.     The affiliation/sponsor agreement shall be a single agreement and available at all on-  
29       site reviews.

30   4.4    The training institution (sponsored institution conducting training) must provide administrative,  
31   financial, educational, technological and other support services for each educational program  
32   and provide resources to maintain quality training program(s) including faculty development,  
33   curriculum, research support, evaluation methods and osteopathic principles and practice  
34   training.

35   4.5    An institution wishing to establish a residency program shall meet the requirements set forth  
36   under specialty college basic standards and the AOA Basic Documents for Postdoctoral  
37   Training. The training institution must commit to a balance between education and service,  
38   as evidenced by documentation of work hour schedules inclusive of academic and research  
39   opportunities and attendance at clinical training and educational activities.

- 1 4.6 If the training institution is not the sole training site and uses affiliate sites to meet the  
2 training requirements defined in AOA general requirements and specialty standards,  
3 affiliation agreements must be available and rotations noted on trainee schedules.
- 4 4.7 The DME and the OPTI must sign all corrective action responses to deficiencies cited by  
5 the Program and Trainee Review Council (PTRC).
- 6 4.8 All correspondence related to substantive program changes must be signed by the OPTI  
7 CEO/CAO or other designated OPTI officer, **DME and program director**.
- 8 4.9 The training institution and OPTI shall be the point of contact for all business and other  
9 correspondence regarding approved programs.

## 10 **B. Required Compliance with AOA Policies**

- 11 4.1 All training institutions shall be in substantial compliance with AOA requirements for  
12 institutions and programs in accordance with all AOA general requirements including, but  
13 not limited to, AOA postdoctoral standards, core competency compliance program, internal  
14 review policy and corrective action plans and specialty standards.
- 15 4.2 **Continuing** approval of an OGME program shall be contingent based upon the following  
16 criteria:
- 17 a. Maintain AOA educational institutional accreditation status;
  - 18 b. Maintain program sponsorship from an accredited OPTI;
  - 19 c. Participate in on-site reviews;
  - 20 d. Provide requested documentation within 30 days of notification of deferral of  
21 program action by the PTRC or specialty college;
  - 22 e. Follow directives associated with the program or trainee approval process;
  - 23 f. Complete and submit the AOA **semiannual requests for data**;
  - 24 g. Comply with the work hours and moonlighting policies;
  - 25 h. Payment of fees within 90 days of the invoice date;
  - 26 i. Issue single-year training contracts;
- 27 4.3 Any institution failing to submit annual postdoctoral fees by the 90 day requirement  
28 following the billing invoice shall be automatically placed on probation. After 60 days non-  
29 payment beyond deadline, the program(s) shall be considered terminated on June 30 of the  
30 subsequent year. Payment of fees during the 60 day probationary period shall immediately  
31 remove the program(s) from probation.

## 32 **C. Requirements for Affiliate Institutions**

33 Selected portions of the OGME program may be conducted at an affiliate institution. Affiliate  
34 institutions may be used for training as required by the training institution for completion of  
35 requirements for an OGME program. An affiliate institution is a hospital or other approved site  
36 that offers basic, supplemental, or replacement training.

- 37 4.1 The training institution shall obtain the following information from the affiliate institution:

- 1 a. A written affiliation agreement (to be available at on-site program reviews) which  
2 includes rationale for rotations, specific rotations, educational expectations,  
3 responsibility of trainees and supervising faculty, requirement for evaluation of  
4 trainee performance and any applicable institutional business or legal agreement;
- 5 b. Written verification of current patient scope, volume, and variety (to be available for  
6 on-site reviews in specific specialties as required);
- 7 c. Curriculum vita of the physician responsible for the supervision of the trainees while  
8 at the affiliate institution (to be available for on-site reviews).
- 9 4.2 Affiliation agreements must be maintained and reviewed by the training institution and  
10 medical education committee (MEC) at least every five (5) years, and updated as necessary to  
11 reflect changes in the program. Evidence must be documented in MEC minutes.
- 12 4.3 The supervising physician at the affiliate institution, shall be responsible to the DME at the  
13 training institution, credentialed as faculty in the residency program and shall assist in the  
14 program on-site review process.
- 15 4.4 All evaluations of trainees conducted at affiliate institutions shall be made available to the  
16 DME at the training institution upon the completion of the rotation and available for on-site  
17 reviews.

#### 18 **D. Statement of Commitment to OGME**

- 19 4.1 The training institution must have a written statement of institutional commitment to  
20 OGME signed and dated by both the CEO and Medical Education Committee (MEC)  
21 chairperson.
- 22 a. The statement shall indicate a commitment to providing educational, financial, and  
23 human resources necessary to support OGME as stated in Sec. IV, A.
- 24 b. The statement must be current and restated with any change of CEO or MEC  
25 chairperson.

#### 26 **E. Work Environment**

- 27 4.1 Institutional facilities and resources must be adequate to provide educational opportunities  
28 to the trainee as set forth in Sec. IV, A.
- 29 4.2 The institution shall provide an on-call room for trainees that is clean, quiet, safe and  
30 comfortable, to permit rest during call.
- 31 a. Toilet and shower facilities shall be present in, or convenient to, the on-call room.
- 32 b. Computer with access to relevant records, lab, imaging, and reference material shall  
33 be present in, or convenient to, the on-call room.
- 34 4.3 The institution shall provide access to nourishment during all working shifts.
- 35 4.4 Institutions shall offer security measures to trainees to include hospital grounds, on-call  
36 quarters, clinical facilities and parking facilities.
- 37 4.5 The institution shall provide an appropriate medical records system for access by trainees,  
38 with exposure to electronic medical records where available.
- 39 4.6 Conference rooms shall be available for formal instruction.

- 1 4.7 Teaching aids shall be provided to facilitate learning, including access to computer, video,  
2 and other electronic technologies.
- 3 4.8 Each training program must provide scope, volume, and variety to meet the program  
4 standards and objectives and to allow trainees at all levels to be actively engaged in  
5 educational and clinical opportunities.

## 6 **F. Library and Educational Resources**

- 7 4.1 The institution shall provide access to knowledge-based information resources and reference  
8 materials adequate to support medical education activities at the institution, and readily  
9 available to faculty and trainees at all times, including after hours and on weekends. This  
10 standard may be met in conjunction with the OPTI partner of the institution.
- 11 4.2 Library resources shall include comprehensive electronic medical literature databases,  
12 including Medline, medical dictionaries, major indexes, current textbooks and journals,  
13 patient education materials, practice guidelines, and document services. Resources may  
14 include print reference materials.
- 15 4.3 Library resources must include materials relevant to specialty or sub-specialty specific areas  
16 relevant to AOA-approved programs, and materials relevant to osteopathic principles and  
17 practice, and osteopathic manipulative treatment.
- 18 4.4 The library staff shall be appropriate to meet the needs of the institution’s OGME programs  
19 and have training to assist trainees with their information needs.
- 20 4.5 Library resources and services must be reviewed annually by the MEC and included in MEC  
21 minutes.

## 22 **G. Core Competency Requirements**

- 23 4.1 The training institution shall ensure that each program defines, teaches and evaluates, in  
24 accordance with published policy, AOA and specialty college requirements, the specific  
25 knowledge, skills, attitudes and experience required for trainees to learn and demonstrate the  
26 following basic osteopathic core competencies. Please see [the AOA website](#) “Core  
27 Competency Compliance Program Parts 1, 2, 3 (CCCP),” for options to develop the required  
28 Institutional Core Competency Plan and methods for teaching and evaluation of trainees.
- 29 a. Osteopathic medicine defines itself in light of its osteopathic principles and practice  
30 (OPP). This philosophical and practical approach to patient care is the foundation  
31 upon which every one of the following enumerated osteopathic medical  
32 competencies is based and must be demonstrated to be integrated throughout the  
33 curriculum. Osteopathic principles and practice is the essential foundation to each  
34 and every aspect of the evaluation, diagnosis, and care of our patients.
- 35 i. Osteopathic Philosophy, Principles and Manipulative Treatment;
- 36 ii. Medical Knowledge and Its Application Into Osteopathic Medical Practice,
- 37 iii. Osteopathic Patient Care,
- 38 iv. Interpersonal and Communication Skills in Osteopathic Medical Practice,
- 39 v. Professionalism in Osteopathic Medical Practice,
- 40 vi. Osteopathic Medical Practice-Based Learning and Improvement, and

1                   vii.     Systems-Based Osteopathic Medical Practice.

2   4.2    The competencies shall be integrated into all OGME programs.

- 3           a.     There must be an Institutional Core Competency Plan approved and supported by  
4           the Medical Education Committee and submitted to the OPTI for review and  
5           support and available for the on-site reviews.
- 6           b.     This plan shall describe the methodology used for exposure and presentation to  
7           osteopathic trainees, as well as the processes utilized for assessment and evaluation  
8           of trainee proficiency.
- 9           c.     The plan shall be updated annually with revision of methods of teaching and  
10          evaluation based on continuous quality improvement methodology.
- 11          d.     Teaching of competencies and evaluation of trainee progress shall be based on  
12          Competencies 2 – 7 and their required elements into which Competency 1 has been  
13          fully integrated.
- 14          e.     Core Competencies in Fellowship (Subspecialty) Training Programs: Core  
15          Competency specific exposure and evaluation is not required in fellowship training  
16          programs since it is completed during all base residencies. However, core  
17          competencies must be expected to be practiced during all fellowship training  
18          programs and considered in their general evaluation.

19   4.3    Program Directors must complete the Program Director’s Annual Evaluation Report for  
20   each resident as well as Program Complete Summary – Final Resident Assessment (Core  
21   Competency Compliance Program (CCCP) – Part 3), which shall measure proficiency in  
22   each AOA Core Competency. The AOA CCCP describes in detail the elements of the  
23   required plan as well as methods and options for teaching and evaluation reporting on AOA  
24   Annual Report Forms. The core competency requirements bear the same significance in the  
25   training of residents as specific clinical knowledge and skills and are necessary for successful  
26   program completion and ability to qualify for certification board examination.

27   4.4    A specialty college desiring to substitute its own Program Director Annual Report and/or  
28   Final Resident Assessment, rather than AOA required forms, must integrate the AOA Core  
29   Competencies and related elements with associated questions into its forms. The substituted  
30   sample forms must include program director and resident signatures and **must have been**  
31   **previously approved by COPT** to utilize. Those without **prior** COPT approval must use  
32   AOA forms [as published on the AOA website](#). Copies of the Final Resident Assessment  
33   (Program Complete), hard copy or electronic, must be maintained in the resident’s file and  
34   the final resident assessment must be forwarded to the OPTI.

## 35   **H. House Staff Manual**

36   4.1    The training institution shall publish (hard copy or electronic) a house staff manual which  
37   includes operational policies and guidelines that govern rules and conduct for all trainees.  
38   The manual shall be available for all site reviews, be regularly updated, and include but not  
39   be limited to:

- 40          a.     General hospital rules and regulations;
- 41          b.     Patient care and safety information;

- 1 c. resident supervision policy;
- 2 d. Financial arrangements including salary, housing, meals, uniforms, liability insurance,
- 3 etc. as per contract requirements;
- 4 e. Duty hours policies;
- 5 f. Leave and vacation policies;
- 6 g. On-call policies;
- 7 h. Moonlighting policies;
- 8 i. Evaluation requirements;
- 9 j. Promotion, graduation and Dismissal policies;
- 10 k. remediation policy;
- 11 l. Due process for disciplinary action including appeal and grievance process.
- 12 m. File retention
- 13

## SECTION V: PROGRAM REQUIREMENTS

AOA-approved OGME programs shall be conducted by institutions meeting or exceeding the institutional requirements established in Section IV of this document. All internship/residency/fellowship programs must meet the general requirements as set forth in this section as well as in specialty standards where those apply. Specific Traditional Internship program requirements are described in detail in this section. Specific Preliminary Internship program requirements are listed in the specialty standards. Specific Residency and Fellowship program requirements are listed in the [specialty standards](#) and are available on the AOA website.

### A. General Program Requirements

**Purpose of Training:** Internship/residency/fellowship clinical training offers an opportunity for extensive patient care exposure with structured learning and supervision at various levels of experience in specific specialty areas. OGME is the opportunity for the osteopathic physician to become involved in postgraduate clinical experiences with extensive patient care with the application of osteopathic principles and practice which emphasize:

- The osteopathic concept of total health care;
- That the human body is a unit in which structure and function are mutually and reciprocally interdependent;
- That the body, through a complex equilibria system, tends to be self-regulatory and self-healing;
- That adequate function of body systems depends upon the unimpeded flow of blood and nerve impulses;
- That the musculoskeletal elements comprise a body system the importance of which far exceeds that of providing framework support;
- That there are somatic components of disease that are not only manifestations, but are also important contributing and/or maintaining factors in the diseased area or distant from it.

5.1 **Program Description:** All AOA-approved programs shall have a program description which shall include the following elements:

- a. Mission statement
- b. Description of facilities for all participating institutions;
- c. Program goals and objectives - These must be clearly stated for the course of training, linked to the program mission, measurable for trainee and program evaluation, and incorporate Core Competencies as described in Section IV, G;
- d. Program curriculum including rotation goals and objectives;
- e. Rotation schedule for entire training period;
- f. Teaching faculty roster including certification and academic appointment status;
- g. Core Competency plan as described in Sec. IV, G;
- h. Sample trainee evaluation forms;
- i. Work hours and leave policy;

- 1 j. Trainee remediation policy.
- 2 5.2 **Program Changes:** Approved training programs shall report within 30 days any substantive  
3 changes to the AOA Division of Postdoctoral Training, with copies to the OPTI and  
4 appropriate specialty college. Substantive changes may include but are not limited to:
- 5 a. Change in program leadership (DME, program director – [forms](#) are posted to AOA  
6 Website);
- 7 b. Change in institutional ownership;
- 8 c. Changes in major affiliate institutions (for other than short term **(less than 2 week)**  
9 rotations);
- 10 d. Significant changes in scope, volume and/or variety available to the training  
11 program, including new use of patient population by other training programs;
- 12 e. Change in OPTI affiliation;
- 13 f. Change in institution location;
- 14 g. Institutional merger;
- 15 h. Anticipated program or institution closure.
- 16 5.3 **Program Closures:** The training institution shall have written policies which address the  
17 following changes:
- 18 a. The training institution shall immediately notify the AOA, its OPTI and its trainees  
19 of a program closure or any pending or anticipated reduction in positions, which  
20 would impact trainees prior to program completion.
- 21 b. If a training institution anticipates a program closure or decrease in program  
22 positions every attempt shall be made to permit the current trainees to complete  
23 their training prior to such an action.
- 24 c. If a training institution closes a program or decreases program positions and trainees  
25 currently in the program will therefore not be able to complete their training in their  
26 current specialty in that institution, these will be known as “displaced trainees.” The  
27 training institution shall immediately notify the AOA and the OPTI to aid in  
28 placement of the trainees in other AOA-approved **or ACGME accredited** programs.
- 29 d. Institutions applying for a temporary increase to accommodate displaced trainees  
30 must apply to the AOA. Temporary increase positions will be awarded only for the  
31 time the displaced trainee is in the program.
- 32 e. The employment contract shall provide for severance pay for two months when  
33 institutional program closure or reduction decisions prevent the interns/residents  
34 from program completion in that or a geographically proximate program.
- 35 5.4 **Compliance with State and Federal Policies:** All OGME programs shall comply with  
36 government requirements for Equal Employment Opportunity (EEO), the Americans With  
37 Disabilities Act (ADA), Health Insurance Portability and Accountability Act of 1996  
38 (HIPAA), and other regulations.

- 1 5.5 **OPP/OMM in OGME Programs:** AOA postdoctoral programs require the incorporation  
2 of osteopathic principles and practice in the evaluation and care of all patients of osteopathic  
3 attending physicians as defined by Specialty College Evaluating Committees (SPECS).
- 4 5.6 **Requirements for OGME Applicants:** To receive credit for AOA-approved OGME  
5 training programs, candidates shall:
- 6 a. Have graduated from a COCA-accredited COM.
- 7 b. Sign an annually renewable contract and train with an AOA-approved training  
8 institution. The fully executed contract must be kept in the trainee file and a copy  
9 provided to each trainee.
- 10 c. Have an appropriate training license consistent with state and local requirements. It  
11 is the responsibility of the respective training site to ensure appropriate licensure.
- 12 d. Complete the internship/residency/fellowship.
- 13 5.7 **Medical Evaluation:** Each trainee shall receive a medical evaluation and routine laboratory  
14 studies as required by the training institution at the beginning of training and periodically as  
15 indicated.

## 16 **B. ACGME Training Eligibility Requirements and Application Procedure**

17 The following standards have been established to enable osteopathic physicians who are completing,  
18 or have completed, ACGME or military residency training, or will be entering such residency  
19 training to apply for AOA recognition of that training. In the event of hospital closure, the PTRC  
20 will review and determine approvals on a case-by-case basis. If while training in an ACGME  
21 program, the program becomes dually accredited, the trainee will be given AOA credit for time  
22 spent in the ACGME program.

- 23 5.1 Graduates of COMs who participate in ACGME-accredited required military programs will  
24 be reviewed by the Association of Military Osteopathic Physicians and Surgeons (AMOPS).  
25 Recommendation is made to the PTRC for final approval or denial.
- 26 5.2 Candidates must be a member in good standing of the AOA.
- 27 5.3 The residency and/or fellowship program in which the candidate trained, or is training, must  
28 be accredited by the ACGME at the time training occurred.
- 29 5.4 Candidates must submit a completed application, with all required documentation, to the  
30 AOA Division of Postdoctoral Training. Applications are available on the AOA website  
31 located on the Education home page and student/resident clearinghouse. Applications will  
32 be initially reviewed by the trainee services staff in the Division of Postdoctoral Training. If  
33 additional review is needed, PTRC will grant final approval or denial. Denial actions can be  
34 appealed.

### 35 **5.5 AOA Recognition of ACGME PGY1 and Military Training**

- 36 a. The candidate must have completed an AOA-approved postgraduate year (PGY1)  
37 training year or qualify through the AOA pathway.
- 38 b. The ACGME program must submit documentation to the AOA for evaluation of  
39 core rotations for the first year of training Rotations will be compared to the  
40 traditional rotating internship or the OGME-1 specialty. Training that does not

1 match existing AOA rotational requirements, will be submitted to the PTRC for  
2 review.

- 3 c. The ACGME program director must submit signed verification to the AOA  
4 indicating that the applicant has successfully completed the PGY1 year.
- 5 d. The applicant must participate in one osteopathic educational activity selected from  
6 the following options:
  - 7 i. If the applicant is currently in residency training, prepare and present an  
8 original osteopathic clinical presentation to their peer residents and faculty at  
9 the ACGME program where they are training which is verified by the  
10 program director and submitted to the AOA.
  - 11 ii. If the applicant has completed ACGME residency training, prepare and  
12 present a presentation at a Category 1-A CME sponsored program in a  
13 specialty area that includes an osteopathic component.
  - 14 iii. Provide a certificate for attending an educational program from a recognized  
15 AOA Category 1-A CME sponsor for a minimum of 8 CME credits.
  - 16 iv. Develop a research paper on a clinical or educational topic in osteopathic  
17 medicine that is suitable for publication in the JAOA or other osteopathic  
18 publication.
- 19 e. For military PGY1 training recognition, a copy of duty orders must be submitted.
- 20 f. Applicants must gain approval of their ACGME PGY1 year before recognition of  
21 the entire ACGME training can be recognized by the AOA.

### 22 **C. General Residency Program Requirements:**

23 This section of the *AOA Basic Document* provides guidelines for residency training programs in  
24 osteopathic specialties. (See also Sec. IV: Institutional Requirements.) Only those policies specific  
25 to resident training are included in this section, and this section should be read in conjunction with  
26 the specialty standards.

27 5.1 Residents must have successfully completed COMLEX USA-3 prior to entry into the  
28 OGME-3 year.

- 29 a. The training program shall not issue an OGME-3 contract or allow the trainee to  
30 continue training until COMLEX USA-3 is passed. Specialty affiliates shall not grant  
31 training complete status until the trainee completes COMLEX USA-3 and all  
32 subsequent requirements of the necessary training years.
- 33 b. All programs must provide a written report to their OPTI administration indicating  
34 the names of all OGME-2 trainees who have not passed COMLEX USA-3 through  
35 either failure or non-participation by May 1 of each year.
- 36 c. All OGME-3 contracts issued to OGME-2 trainees prior to the start date of the  
37 OGME-3 contract year must contain language “contingent on passing COMLEX  
38 USA-3.”
- 39 d. Trainees who enter OGME-3 without meeting this requirement shall not receive  
40 credit for any time served between onset of the year and documented date of passing

1 COMPLEX USA 3. In addition, programs must indicate to the AOA the extension of  
2 the anticipated completion date.

3 **5.2 Elements of Residency Training Programs** shall include the following:

- 4 a. Residency shall lead to AOA board certification eligibility in accordance with  
5 specialty standards.
- 6 b. Residency programs shall provide training in appropriate clinical application of basic  
7 science knowledge.
- 8 c. The residency shall demonstrate compliance with a proficiency in the AOA Core  
9 Competencies.
- 10 d. The incorporation of osteopathic principles and practice is required in the evaluation  
11 and care of all patients of osteopathic attending physicians. The osteopathic  
12 structural examination must be documented on patients of osteopathic attending  
13 physicians.
  - 14 i. Osteopathic principles and philosophy must be utilized in the care of all  
15 patients and evaluated by the program director through resident evaluations.
- 16 e. Supervision of residents must be provided on a graduated basis based on evaluation  
17 of individual knowledge and skill (See Section VII, I: Trainee Supervision Policy).
  - 18 i. The supervising physician shall be responsible for determining the activities  
19 the trainee will be allowed to perform within assigned levels of responsibility  
20 and for being available to the trainee.
- 21 f. Residents shall participate in hospital committees and staff activities that evaluate  
22 patient care.
- 23 g. Residency programs shall budget funds and time to permit residents to attend  
24 educational meetings as required by the specialty college.

25 **5.3 Advanced Standing Requests:** A resident may, with the approval of the program director,  
26 petition the specialty college any time during the first residency year only for advanced  
27 standing credit in his/her current residency program for previous training taken in the same  
28 specialty or a different specialty in an approved osteopathic or ACGME training program.  
29 Decisions on advanced standing must be made by the specialty college evaluating committee  
30 within 60 days of receipt and are the sole purview of the specialty college evaluating  
31 committee and may not be appealed. Procedures shall be defined by the specialty college.  
32 All advanced standing awards granted by SPECs must be reported within 15 days of action  
33 to the AOA for dissemination to the OPTI, trainee, program director and training institution  
34 DME. Residents must apply for advanced standing within 9 months of the start of training.

35 **5.4 Resident/Fellow Responsibilities** shall include the following:

- 36 a. A trainee must complete the current level of OGME training in order to advance to  
37 the next training level.
- 38 b. The resident/fellow must actively participate in the education and training of  
39 students and other trainees at a level commensurate with required skills.
- 40 c. The resident/fellow shall pursue exclusively the agreed-upon program of training.

- 1 d. The resident/fellow must abide by the laws, rules, and regulations of the professional  
2 staff, the terms of the hospital contract, and other guidelines established by the  
3 hospital.
- 4 e. The resident/fellow shall attend specified staff meetings as required by the specialty  
5 college.
- 6 f. The resident/fellow must maintain a satisfactory record of work performed as  
7 required by the specialty college.
- 8 i. Records of procedures performed or other documents as specified by the  
9 specialty college must be maintained by the resident/fellow and kept in the  
10 trainee's file as a permanent part of the record.
- 11 ii. These logs and the associated patient charts shall be subject to review during  
12 on-site reviews.
- 13 g. Reports shall be submitted as required to the program director for review and  
14 verification.
- 15 i. Copies of these records shall be filed with the hospital medical education  
16 administration and be available at the time of inspection.
- 17 h. Residents/fellows shall meet all specialty college requirements, including annual  
18 reports, in-service examinations, research requirements, etc.
- 19 5.5 **Outside Rotations:** The training institution shall monitor the oversight of outside rotations  
20 for quality.
- 21 a. The resident shall remain under contract or agreement to the training institution or  
22 organization throughout the outside rotation.
- 23 b. The resident's training log at the training site shall be included in his/her log at the  
24 training institution.
- 25 c. A written evaluation of the resident's performance must be submitted by the on-site  
26 supervising physician to the training institution.
- 27 d. The training institution may arrange for up to a total of six consecutive months of  
28 training at an outside rotation to supplement the residency program. Outside  
29 rotations in excess of six consecutive months must receive prior approval by the  
30 specialty college and PIRC.
- 31 e. The total number of outside rotations in a residency program shall be determined by  
32 the training institution. In no case shall the maximum aggregate time spent in outside  
33 rotations be more than one half the time of the program unless approved by the  
34 specialty college and the PIRC based on quality criteria in compliance with the core  
35 competencies.
- 36 f. The training institution must monitor the outside rotations annually either at annual  
37 program review or at another time specified by the institution.

38

## SECTION VI: POSTDOCTORAL LEADERSHIP REQUIREMENTS

Directors of Medical Education (DME Program Director (PD), Faculty,  
and Medical Education Committee (MEC)

### A. Director of Medical Education

6.1 There must be an osteopathic Director of Medical Education (DME) formally appointed by the training institution.

- a. The DME must be approved by the PTRC.
- b. The DME must have the authority, responsibility, resources, protected time for administrative activities and reporting relationship within hospital administration for the oversight, administration and accountability of the institution's AOA-approved programs.
- c. The DME may serve as a residency PD and internship PD as appropriate.
- d. The DME shall only function in this capacity at one training institution and must be available a minimum of 20 hours per week.
- e. If the program's training institution is an ACGME-accredited sponsoring institution, it is strongly encouraged that the Designated Institutional Official be appointed DME until training completion of all AOA trainees. .

6.2 The DME shall have the following specific qualifications with verification in his/her curriculum vita and available for the program site review:

- a. Minimum three years practice experience demonstrating leadership, initiative or administrative experience;
- b. Professionally and personally attitudinally suited for responsibilities of OGME leadership;

6.3 The DME shall have the following specific responsibilities, defined in writing in the form of a job description and available at on- site reviews.

- a. Coordination of all AOA training programs at the training institution and away rotations as required to fulfill programmatic requirements;
- b. Ensure compliance with the *AOA Basic Documents* and AOA-approved specialty standards for OGME programs;
- c. Organize and implement a high quality OGME programs at the training institution;
- d. Supervise all aspects of OGME programs at the training institution including participation in appointment and supervision of Residency Program Directors;
- e. Ensure the completion of all evaluations, quarterly meetings and requirements of the internship and residency programs;
- f. Manage all applicable affiliation agreements, documents, and correspondence related to AOA programs;
- g. Manage the Internal Review process with the medical education committee (MEC);
- h. Prepare the Core Competency plan as described in Sec. IV. G.

- 1 i. Prepare and present an annual report on the “state of AOA educational programs in  
2 the institution” to the Medical Staff and Governing Board, with a copy to the OPTI.  
3 Copies of annual reports shall be available for on-site reviews. The annual report  
4 will review the activities of the Medical Education Committee and programs with  
5 attention to:
- 6 i. The supervision, responsibilities, and evaluation of interns, residents, and  
7 fellows;
  - 8 ii. Compliance with the duty hour standards in training institution and at  
9 affiliated institutions;
  - 10 iii. The training institution’s internal review activities;
  - 11 iv. Outcomes of safety initiatives, patient care quality improvement and  
12 interprofessional teams where trainees are core members;
  - 13 v. Progress on the Core Competencies and identified goals for the program(s)  
14 for the new year.
- 15 j. Participate in process where resources, including budgetary resources, are allocated  
16 for program support;
- 17 6.4 The training institution must notify the AOA Division of Postdoctoral Training of any  
18 change in appointment of DME within 30 days, with copy to the OPTI. A change in DME  
19 may result in an immediate re-inspection of the programs. The PTRC will review and  
20 approve appointments.
- 21 6.1 The DME shall have the following specific responsibilities:
- 22 a. Authorized point of contact for all official communication from the AOA regarding  
23 education programs, annual fees and all official communication from AOA Division  
24 of Postdoctoral Training;
  - 25 b. Complete all correspondence, data, and electronic registration requests from AOA,  
26 OPTI, AACOM and specialty colleges in a timely manner;
  - 27 c. Review and manage all internal requests for information, documentation, data  
28 requests for the OGME programs;
- 29 6.2 The training institution must notify the AOA Division of Postdoctoral Training within 30  
30 days of appointment, with copy to the OPTI.

### 31 **C. Program Director**

- 32 6.1 There shall be an osteopathic program director appointed for each approved OGME  
33 program with approval by the specialty college.
- 34 6.2 The training institution shall appoint a program director for each OGME program and  
35 provide that individual with a written job description. A program director may serve as the  
36 DME.
- 37 a. The institution must notify the AOA Division of Postdoctoral Training of any  
38 changes in program director appointment within 30 days. The specialty college will  
39 review and approve appointment.

- 1 6.3 The program director must have adequate institutional support, which may include financial,  
2 in-kind, staff or other resources to meet program standards. Compensation may vary in  
3 accordance with institutional resources and may be individually determined.
- 4 6.4 The program director shall only serve as the director of one OGME program in the same  
5 specialty. However, the program director may serve as joint program director in both a base  
6 specialty residency and a fellowship program, with specialty college approval. The PD may  
7 serve as DME but not as the program director of more than these two academic entities.
- 8 6.5 The Program Director shall have the following specific qualifications:
- 9 a. Possess AOA or ABMS certification in the appropriate specialty or sub-specialty;
- 10 b. Have practiced in an appropriate specialty area for 3 years or as determined by the  
11 specialty standards;
- 12 c. Have 3 or more years of experience as faculty in an AOA- or ACGME-accredited  
13 training program;
- 14 d. Maintain clinical practice and teaching involvement in the respective specialty;
- 15 e. Be attitudinally suited to conduct a training program;
- 16 f. Meet the continuing medical education (CME) requirements of the AOA and the  
17 specialty college;
- 18 6.6 The program director shall be formally evaluated not less than annually in a fashion  
19 prescribed by the training institution. If the PD is also the DME, than the administrator that  
20 the DME reports to will conduct the evaluation. The program director shall have the  
21 following specific responsibilities:
- 22 a. Attend required educational programs sponsored by the specialty college for the  
23 development of program directors;
- 24 b. Fulfill the responsibilities of the AOA specialty standards;
- 25 c. Be available to the trainees and have active clinical practice privileges at the training  
26 institution;
- 27 d. Oversee scheduling, curriculum development, training and evaluation of trainees;
- 28 e. Conduct periodic evaluations of each trainee in accordance with specialty  
29 requirements;
- 30 f. Conduct an annual program review and present findings as well as goals for  
31 upcoming year to the MEC including to but not limited to faculty development,  
32 research and curriculum;
- 33 g. Participate on the education committee of the training institution;
- 34 h. Participate in recruiting and selecting candidates;
- 35 i. Develop training policies and curriculums;
- 36 j. Develop the training schedule to meet the curriculum requirements, including  
37 outside rotations as necessary;
- 38 k. Counsel trainees in academic and/or disciplinary matters;

- 1 l. Prepare for the on-site program review;
- 2 m. Participate in OPTI educational activities;
- 3 n. Assess compliance with trainee competencies and skills development requirements;
- 4 o. Recommend satisfactory program completion of trainees to specialty college;
- 5 p. Provide the trainee with all documents pertaining to the training program
- 6 requirements and expectations;
- 7 q. Submit reports to the DME and annual reports on each resident to the specialty
- 8 college as required;
- 9 r. Participate with the DME in developing the Institutional Core Competency Plan and
- 10 support education and evaluation in each competency to each trainee.

#### 11 **D. Teaching Faculty**

- 12 6.1 Faculty shall be selected from among the institution's professional staff based on
- 13 qualifications, commitment, and desire to function as a teacher, trainer, and clinical
- 14 supervisor.
- 15 6.2 Faculty must be qualified by training and experience to perform this role, and must be
- 16 proficient in their areas of practice.
- 17 a. A list of teaching faculty and their credentials must be available for on-site reviews.
- 18 6.3 Faculty must be willing and able to provide instruction to trainees at the bedside and in
- 19 ambulatory settings and coordinate in-patient care schedules for the education of trainees
- 20 6.4 Faculty must participate in periodic faculty development activities.
- 21 a. These activities must be recorded on a curriculum vita or other institutional/OPTI
- 22 records for review at program/OPTI on-site reviews.
- 23 b. Core faculty must demonstrate a minimum of 15 hours of faculty development over
- 24 the course of 5 years. Core faculty are either defined by the specialty college or are
- 25 those faculty who play a significant role in curricular development, delivery,
- 26 assessment of residents and of the program.
- 27 6.5 Faculty must be educated in recognizing early fatigue and sleep deprivation and to alter
- 28 schedules and counsel residents as necessary, while maintaining continuity of patient care.

#### 29 **E. Medical Education Committee (MEC)**

- 30 6.1 Each training institution must have a fully functioning Medical Education Committee (MEC).
- 31 6.2 The committee shall work to maintain and improve program quality.
- 32 a. The education committee shall include the DME, all program directors at the
- 33 institution, patient quality assurance representative, administrative representation,
- 34 **OPTI representative**, and peer-nominated trainee representatives;
- 35 b. Representatives from major affiliate institutions shall be members of the education
- 36 committee and shall be strongly encouraged to attend the education committee
- 37 meetings when logistically possible;

- 1 c. There shall be verifiable evidence of communication between the MEC and  
2 representatives of major affiliate institutions where attendance at the monthly  
3 meetings is not feasible;
- 4 d. The MEC shall meet at least **quarterly** and minutes of meetings will be maintained,  
5 signed by committee chair and available for on-site reviews;
- 6 e. The MEC shall approve affiliations within the scope of AOA policies and  
7 procedures (see Sec. IV, A);
- 8 f. The MEC must establish a written policy to monitor duty hours and moonlighting  
9 compliance, and will monitor reports of violations to its OPTI OGME committee  
10 on request.
- 11 6.3 The committee shall be organized to assist the DME in developing and implementing a  
12 high-quality educational program for trainees.
- 13 a. The committee shall, in cooperation with the DME, develop a curriculum and  
14 methods to evaluate the educational experience of the interns and residents during  
15 training.
- 16 b. The MEC shall review and approve modification to the ICCP and program director  
17 annual residency report.
- 18 6.4 The committee shall **annually** review program, faculty, intern, resident, and fellow evaluation  
19 processes, as well as ensure program modification by specialty and program director as  
20 needed in accordance with evaluation results.

21

1                   **SECTION VII: TRAINEE (INTERN, RESIDENT, FELLOW)**  
2                   **REQUIREMENTS**

3   **A. Trainee Appointment Agreements**

4   7.1    The training institution shall ensure that trainees are provided with a fully executed annually  
5           renewable contract. (A sample contract is provided in Appendix 2)

6           a.     If referenced, the full explanation of the below mentioned items shall be noted in the  
7           house staff manual and documented as supplied to each intern/resident.

8           b.     Contract shall specify the training program the resident is entering. The contract  
9           shall designate the specialty residency program or internship program.

10 7.2    The contract shall outline the terms and conditions of their appointment and shall include or  
11          make reference to the following items:

12          a.     Intern/resident/fellow responsibilities;

13          b.     Duration of appointment (annual);

14          c.     Financial support;

15          d.     Conditions under which living quarters, meals, laundry are provided;

16          e.     Conditions for reappointment and promotion;

17          f.     Mutual release clause;

18          g.     Grievance and due process procedures;

19          h.     Professional liability insurance;

20          i.     Liability coverage for claims filed after program completion;

21          j.     Insurance benefits;

22          k.     Leave of absence policy;

23          l.     Sick leave policy;

24          m.     Policy on effects of leaves on satisfying criteria for program completion;

25          n.     Duty hour policies and procedures;

26          o.     Policy on moonlighting;

27          p.     Policy on other professional activities outside the program;

28          q.     Counseling, medical, psychological support services;

29          r.     Policy on physician impairment and substance abuse;

30          s.     Policy on sexual harassment;

31          t.     Policy on closure of hospital/training programs or reduction in approved trainee  
32               positions.

33 7.3    A written statement of benefits must be attached to the contract and a copy provided to the  
34          trainee.

35 7.4    The fully executed contract shall be maintained in the individual trainee file.

1 7.5 Institutional human resource policies may be applicable to trainees at the discretion of the  
2 training institution.

3 7.6 The institution shall not require a trainee to sign a non-competition guarantee.

#### 4 **B. Trainee Financial Support and Benefits of Appointment**

5 7.1 Training institutions shall provide all trainees with financial support and benefits to achieve  
6 required educational objectives.

7 7.2 AOA credit may be granted to osteopathic graduates in approved, but non-salaried,  
8 residency positions, provided that the residency program contracts to provide the same  
9 benefits (including professional liability insurance) to residents in salaried positions at no  
10 costs to such resident(s).

11 7.3 Candidates for AOA approved programs shall be informed in writing of the terms,  
12 conditions and benefits of their appointment, to include salary and other benefits (e.g.  
13 medical benefits, life and disability insurance, professional liability, vacation, sick, leaves of  
14 absence and academic).

15 a. These benefits must comply with state, federal and local laws.

16 b. Benefits such as moving expenses, living quarters, meals or laundry must also be  
17 addressed.

18 7.4 The training institution must ensure that trainees are provided with professional liability  
19 coverage for the duration of their training.

20 a. Such coverage shall include protection against awards from claims reported or filed  
21 after completion of training and only applicable to actions occurring within the  
22 assigned scope of responsibilities for the approved program.

#### 23 **C. Leaves of Absence and Vacation**

24 7.1 The institution must publish its leave policy in the house staff manual.

25 a. The AOA Division of Postdoctoral Training/Trainee Services must be notified in  
26 writing of the training extension, with copies to the OPTI and specialty college. A  
27 copy must be maintained in the trainee's file.

28 b. All AOA-approved programs must offer a minimum of 10 business days (Monday  
29 through Friday) per contract year of vacation time and provide a maximum of 20  
30 business days (Monday through Friday) per contract year of vacation, professional,  
31 sick or other leave as granted by the DME, unless such leave is designated by federal,  
32 state, training institution or union regulations. Required educational programs, OPTI  
33 programs, or specialty college programs will not be counted against those days.

34 i. In such cases, federal, state, institution and/or union regulations shall  
35 supersede these policies for each contract year of training.

36 c. No more than 20 business days per contract year of leave may be granted for any  
37 purpose without extending the program.

38 d. If trainee is given a leave of absence for reasons of maternity, physical or mental  
39 disabilities and returns to duty, he/she may continue the training to completion.

- 1 7.2 The DME/program director has the authority to extend the trainee contract for a period of  
2 up to 3 months for leave, illness or remediation purposes without requesting approval for  
3 overlap of trainee numbers from the specialty college and/or PTRC. Any overlap in excess  
4 of 3 months shall require advance approval and be reported to the AOA Division of  
5 Postdoctoral Training, specialty college(s) and OPTI. A copy must be maintained in the  
6 trainee's file.
- 7 7.3 The training institution shall assist the trainee in obtaining confidential counseling, medical,  
8 and psychological support services when indicated, including physician impairment  
9 assistance.

#### 10 **D. Trainee Contract Responsibilities**

- 11 7.1 Any contract violation by an institution shall be reported immediately to the AOA Division  
12 of Postdoctoral Training.
- 13 7.2 Contract requirements must be met in full. Violation of the contract by a trainee may result  
14 in the loss of credit for time served in the program.
- 15 7.3 The AOA is not a party to any contractual disputes between trainee and the training  
16 institution.

#### 17 **E. Trainee Contract Termination**

- 18 7.1 The institution may discontinue the training of an OGME trainee who is considered to be  
19 academically, educationally, temperamentally, ethically or otherwise unsuited to participate or  
20 continue in the program.
- 21 7.2 Prior to termination of a trainee contract, the institution must provide the trainee with  
22 appropriate due process, personal and/or academic counseling.
- 23 a. There must be written documentation of deficiencies and attempts to resolve these  
24 concerns.
- 25 7.3 In the event that a contract requires termination due to loss of AOA program approval the  
26 training institution and the OPTI shall make an effort to place the trainee in other  
27 established AOA-approved or ACGME-accredited programs.

#### 28 **F. Grievances, Complaints and Due Process for Trainees**

29 Complaint procedures are established to:

- 30
- 31 • Protect the integrity and the maintenance of educational standards;
  - 32 • Provide a mechanism for concerned individuals or organizations to bring information  
33 concerning specific actions and programs that may be in noncompliance with the AOA's  
34 educational standards to the attention of the accrediting agency; and
  - 35 • Recognize the responsibility of the AOA to provide complainants the opportunity to use  
36 the AOA as a vehicle to address specific grievances.

- 37 7.1 The training institution shall provide trainees with appropriate policies and procedures for  
grievance and due process.

- 1 a. Policies shall address academic and disciplinary actions that could jeopardize a  
2 trainee's appointment and/or career and must address the non-renewal of contracts,  
3 termination of program, and academic failure of clinical services rotations.
- 4 7.2 These policies and procedures shall address adjudication of complaints and grievances  
5 related to the hospital, program or staff.
- 6 7.3 The procedure for filing an official complaint begins with informal consultation. Each  
7 complainant must initially attempt to resolve any differences or problems with the specific  
8 program, training institution or OPTI through direct dealings. A complaint to the AOA  
9 should only be made after these attempts at resolution have been unsuccessful or where a  
10 trainee is concerned about retribution.
- 11 7.4 A complainant may seek informal consultation, or may file a formal complaint with the  
12 AOA Division of Postdoctoral Training regarding a program or institution concerning a  
13 violation of AOA approved standards.
- 14 7.5 A formal complaint to AOA shall meet the following criteria:
- 15 a. The complainant shall present information concerning an alleged violation of AOA-  
16 approved standards. The information shall be accurate and well documented with  
17 documentation where possible.
- 18 b. The complainant shall document efforts to resolve the problem through appropriate  
19 program and training institution, or OPTI channels. Where such measures are not  
20 possible, the complainant shall state reasons.
- 21 c. The complainant shall include information about any other actions initiated to  
22 resolve the problems.
- 23 d. The complaint shall be presented in writing to the AOA Division of Postdoctoral  
24 Training and signed by the complainant. The complainant's identity shall be held in  
25 confidence at all times.
- 26 7.6 The OPTI shall be notified, unless contraindicated by an individual situation, and asked to  
27 provide an assessment of the allegations to the AOA within thirty (30) days.
- 28 7.7 If the complaint warrants further investigation AOA will notify the complainant, in writing,  
29 that the complaint has been accepted for further investigation. AOA will also notify the  
30 complainant in writing if a complaint has not been accepted for further investigation.
- 31 7.8 If AOA ascertains that a complainant has instituted litigation against the program, institution  
32 or OPTI concerning the complaint, no action shall be taken while the matter is subjudice.
- 33 7.9 If AOA determines that a complaint warrants investigation, a further review will be initiated  
34 within 30 days by the **PTRC**, together with the OPTI's assessment. The **PTRC** will consult  
35 other education council leadership where appropriate, and may take any of the following  
36 actions based on the findings of the investigation:
- 37 a. No action;
- 38 b. Determine whether a focused visit is warranted;
- 39 c. Monitoring for a one year period followed by a focused site review;
- 40 d. Modify the current term of program approval, including probationary status;

- e. Denial of continuing approval of the program, with a closure date;
- f. Denial of eligibility of program or institutional leadership;
- g. Other sanctions as deemed appropriate by the PTRC;

7.10 AOA must maintain documentation of the disposition of complaints.

### **G. Trainee Duty Hours Policy**

Situations in which trainees work an excessive numbers of hours can lead to errors in judgment and clinical decision-making, and negatively impact the physical and mental well-being of trainees. These errors can impact on patient safety, as well as the safety of the physician trainees through increased motor vehicle accidents, stress, depression and illness.

7.1 The training institution, DME, and program directors must make every attempt to avoid scheduling excessive work hours leading to sleep deprivation, fatigue or inability to conduct personal activities.

- a. The institutional policy must be reported in the house staff manual and available for review at all program site reviews.
- b. Evidence of review of resident duty hours by the medical education committee (MEC) must occur quarterly.

7.2 The trainee shall not be assigned to work physically on duty in excess of 80 hours per week averaged over a 4-week period, inclusive of in-house night call and any allowed moonlighting. No exceptions to this policy shall be permitted.

7.3 The trainee shall not work in excess of 24 consecutive hours.

- a. Allowances for already initiated clinical care, transfer of care, educational debriefing and formal didactic activities may occur, but shall not exceed 4 additional hours and must be reported by the resident/fellow in writing with rationale to the DME/program director and reviewed by the MEC for monitoring individual residents and program. These allowances are not permitted for OGME-1 trainees.
- b. Trainees shall not assume responsibility for a new patient or any new clinical activity after working 24 hours.

7.4 The trainee shall have 48-hour periods off on alternate weeks, or at least one 24-hour period off each week and shall have no call responsibility during that time. At-home call cannot be assigned on these free days.

7.5 Upon conclusion of a 20-24 hour duty shift, trainees shall have a minimum of 12 hours off before being required to be on duty or on call again.

- a. Upon completing a duty period of at least 12 but less than 20 hours, a minimum period of 10 hours off must be provided.

7.6 All off-duty time must be totally free from clinical or assigned classroom educational activity.

7.7 Rotations in which a trainee is assigned to Emergency Department duty shall ensure that trainees work no longer than 12 hour shifts with no more than 30 additional minutes allowed for transfer of care and shall be required to report in writing to the DME/program director for review by the MEC, only any time exceeding the 30 additional minutes, for monitoring individual trainees and program.

- 1 7.8 In cases where a trainee is engaged in patient responsibility which cannot be interrupted at  
2 the duty hour limits, additional coverage shall be assigned as soon as possible by the  
3 attending staff to relieve the trainee involved. Patient care responsibility is not precluded by  
4 the duty hours policy.
- 5 7.9 The trainee shall not be assigned to in-hospital call more often than every third night  
6 averaged over any consecutive four-week period. Home call is not subject to this policy,  
7 however it must satisfy the requirement for time off. Any time spent returning to the  
8 hospital must be included in the 80 hour maximum limit.
- 9 7.10 At the trainee's request, the training institution must provide comfortable sleep facilities or  
10 provide another mechanism for a resident to return home (e.g. cab fare) to trainees who are  
11 too fatigued at shift conclusion to safely drive.
- 12 7.11 The ACGME Duty Hours Policy may be substituted for the AOA Duty Hours Policy.

### 13 **H. Moonlighting Policy for Trainees**

- 14 7.1 Any professional clinical activity (moonlighting) performed outside of an official  
15 residency/fellowship program will only be conducted with the permission of the program  
16 administration (DME/program director) and must not interfere with the resident's/fellow's  
17 didactic or clinical performance.
- 18 a. A written request by the resident/fellow must be approved or disapproved by the  
19 program director and DME and be filed in the institution's trainee file.
- 20 b. This policy must be published in the institution's house staff manual. Failure to  
21 report and receive approval by the program may be grounds for terminating a  
22 resident's/fellow's contract.
- 23 7.2 If moonlighting is permitted, hours shall be inclusive all duty hour requirements work limit  
24 and must be reported and monitored by the MEC.
- 25 7.3 OGME-1 trainees shall be prohibited from moonlighting.

### 26 **I. Trainee Supervision Policy**

27 OGME training must be designed to offer structured and supervised exposure to balance learning  
28 with service appropriate to trainee levels of documented expertise.

- 29 7.1 Supervision shall be provided on a graduated basis as the trainee progresses through the  
30 training program, based on evaluation of individual knowledge and skill as well as  
31 institutional policy, program and specialty college requirements.
- 32 a. The supervising physician shall be responsible for determining the activities the  
33 trainee will be allowed to perform within the context of the assigned levels of  
34 responsibility, and for being available to the trainee.
- 35 b. Trainees shall be responsible for seeking consultation when it is clinically indicated,  
36 based on the trainee's level of training and institutional policy.
- 37 7.2 Institutions must provide supervision and patient care in accordance with national and state  
38 guidelines and policy and specialty basic standards of required skills at various training levels.
- 39 7.3 Trainees must have reliable access to supervision and evaluation consistent with their level of  
40 competency throughout their training period. Trainees are responsible to the program

- 1 director and supervising physicians for assignment of responsibility, supervision and  
2 evaluation.
- 3 7.4 Trainees shall participate in supervision of other trainees at lower levels of OGME as  
4 defined in the program manual in their respective specialties.
- 5 7.5 During night on-call hours, trainees must have on-call access to attending or on-call  
6 physician assistance and supervision regarding patient care.
- 7 a. The attending physician shall be required to review trainee-provided patient care  
8 given during on-call periods and participate in evaluating this care with the trainee.

9 **J. Trainee Licensure Requirements**

- 10 7.1 All trainees must have an appropriate training license consistent with state and local  
11 requirements.
- 12 a. The respective training site shall have the responsibility to ensure appropriate  
13 licensure of interns/residents/fellows.

14 **K. Trainee Ethics and Integrity Policy**

15 The AOA has implemented a Code of Ethics that is designed to address the osteopathic physician's  
16 ethical and professional responsibilities to patients, society, the AOA, to others involved in health  
17 care, and to self. The [Code of Ethics](#) can be found at the AOA website.

- 18 7.1 All trainees must practice ethical behavior and abide by specific codes of conduct as defined  
19 by the training institution in its house staff manual.

20 **L. Training Certificates of Completion**

- 21 7.1 Upon completion of a residency/fellowship the institution and OPTI shall jointly award the  
22 certificate.
- 23 7.2 The trainee completion certificate shall confirm the successful fulfillment of the program  
24 requirements, completion date of the program, the name(s) of the training institution,  
25 program director(s), the OPTI, and the AOA institution number and program number.
- 26 7.3 Copies of certificates must be kept in the trainee file and available for on-site review.
- 27 7.4 If a trainee transfers programs, only the institution where the trainee completed his/her  
28 training shall report the completion on a certificate.
- 29 a. All other institutions shall only award a certificate for the time served in a respective  
30 residency.

31

## SECTION VIII: EVALUATION

Evaluation of OGME programs approved by the AOA is conducted through a system of on-site reviews, recommendations specialty college evaluating committees (or SPECs) and actions of the Program and Trainee Review Council (PTRC). PTRC also provides oversight of trainee approval processes, with direct approval on specific actions. Actions of the PTRC are final but may be appealed to the Appeal Committee of the Bureau of Osteopathic Education (BOE). This section addresses application and approval of new programs; review and terms of approval on continuing programs; approval of positions in programs; and oversight of program compliance with AOA directives.

**PTRC processes:** PTRC processes are described in detail in the [Handbook of the Program and Trainee Review Council](#) (reviewed by the COPT, with final approval by the BOT), posted to the AOA website.

### A. Application for Position Increases

8.1 A temporary program increase will be considered by PTRC in limited circumstances.

### B. Review of Currently Approved Programs and Institutions

8.1 Programs are required to report to the AOA semiannually:

- a. Trainee Name, OGME year, estimated completion date.
- b. Case logs for required specialties
- c. Final Summative Assessments for all residents who completed training
- d. Rotation schedule
- e. Faculty list
- f. Participating Sites
- g. Additional documentation as required by the specialty college

8.2 Each January, the AOA will administer a survey to residents to monitor clinical education and compliance with AOA standards

8.3 Programs and institutions shall participate in on-site reviews as determined by the PTRC. . Program directors are notified in advance of the site visit, and are advised to notify their OPTI prior to scheduling the reviews.

- a. The program director, DME, and OPTI must be advised of the confirmed site review date.

8.4 The training institution shall perform a self-study for the program in advance of an on-site Site Review. This shall be done in preparation for and as the process of completion of the Site Review Crosswalk. The completed site review crosswalk must be submitted to the AOA no later than four (4) weeks prior to the scheduled on-site review date.

8.5 The PTRC may elect to have a program reviewed outside the originally scheduled cycle according to the Off Cycle Inspection Protocol in the PTRC Handbook. A program director or institutions may request an early review or consultation.

8.6 Training institutions shall actively participate in on-site reviews, and shall incur all associated costs.

1 **C. On-Site Reviewers**

2 8.1 Program reviews will be conducted by an AOA staff, volunteer physician, or other individual  
3 as determined by PTRC.

4 8.2 The site reviewer shall not participate in the final approval decision or recommendation of  
5 the specialty college and PTRC beyond providing a written report and responding to  
6 questions. It is the primary responsibility of the reviewer to validate the information  
7 provided by the program and its compliance with training requirements. The site reviewer  
8 shall conduct interviews with administration, faculty, and trainees to accurately report on the  
9 various aspects of the educational program. The reviewer should not be viewed as a  
10 consultant to the program and should not be expected to provide feedback or  
11 recommendations to the program or conduct a formal exit interview.

12 8.3 The AOA site reviewer shall submit a written report to the AOA within 15 days of the on-  
13 site review. AOA will copy the specialty college for consideration by their evaluating  
14 committee. Inspection reports shall contain the findings on the degree of compliance with  
15 training standards within the educational programs, and other information required by the  
16 PTRC.

17 **D. Program Actions of the PTRC**

18 8.1 The AOA Board of Trustees has authorized the PTRC to review all intern and residency  
19 programs to evaluate the review team's findings and recommend approval or denial. The  
20 processes and decisions of the PTRC are governed by the [Handbook of the Program and Trainee  
21 Review Council](#) (available for review on the AOA Website).

22 a. Approval actions, terms of approval, probationary approvals, and denials of approval  
23 are described in detail in the *Handbook*.

24 8.2 The SPEC shall review materials submitted to them for recommendations on program  
25 approval actions. Recommendations to the PTRC shall be based on the findings of on-site  
26 reviews and related materials.

27 a. If a response is not received from the SPEC within the requested time, the PTRC  
28 has the authority to review the inspection report and take final action.

29 8.3 Program approval commences with the date of the PTRC meeting specified in the  
30 notification letter and remains in effect until the next formal action is taken by the PTRC.  
31 The date of next on-site review is stated in each continuing approval letter.

32 a. Continuing approval does not lapse due to the passage of time.

33 8.4 The AOA approval letter with cited deficiencies shall be sent to the program, SPEC and  
34 OPTI within two weeks of the PTRC decision

35 8.5 Probationary approval actions may be taken as defined in the *Handbook*. Probationary  
36 actions are assumed to be for one-year.

37 a. Probationary continuing program approvals by the PTRC must be copied to  
38 program trainees, as well as to the DME, training institution, and sponsoring OPTI.

39 b. Notification to trainees shall be made by the Division of Postdoctoral Training 60  
40 days after the program has been informed of the one-year approval of continuing

1 approval. The 60 day time period allows the program an opportunity to appeal the  
2 action of the PTRC before trainees are notified.

3 8.6 Denial actions may be taken as defined in the *Handbook*.

4 a. Institutions denied approval for an OGME program shall be notified immediately  
5 following the PTRC meeting and may request an appeal before the BOE Appeal  
6 Committee.

7 b. Denial of continuing approval to a training program shall be effective on June 30  
8 one year from the end of the academic year in which the PTRC action occurs.  
9 PTRC reserves the right to establish an earlier termination date as appropriate.

10 c. Program denial actions by the PTRC must be copied to the program trainees as well  
11 as to the DME, training institution, and sponsoring OPTI. Notification to trainees  
12 shall be made by the Division of Postdoctoral Training. 60 days after the program  
13 has been informed of the one-year approval of continuing approval. The 60 day  
14 time period allows the program an opportunity to appeal the action of the PTRC  
15 before trainees are notified.

## 16 **E. Progress Reports, Reconsiderations and Corrective Action Plans**

17 8.1 The PTRC may request a progress report from a program. The PTRC will specify the exact  
18 information to be provided and a specific due date for the report. The progress report must  
19 be reviewed and signed by the OPTI officer and the training institution's DME and program  
20 director.

21 8.2 A program may request a reconsideration of a program review by PTRC only if an error in  
22 fact is noted in the citations of the original decision.

23 8.3 Corrective action developed and reported after the site visit and re-approval decision is not  
24 allowable as an explanation for reconsideration of a prior program decision.

25 8.4 The program shall respond to the AOA with a corrective action plan to address the deficient  
26 requirement(s) within thirty (30) days of receipt of approval letter. The corrective action plan  
27 must be signed by the OPTI.

28 8.5 AOA will forward the Corrective Action Plan within 10 business days to the SPEC.

29 8.6 The SPEC will review the corrective action plan within thirty (30) days and forward a  
30 recommendation to accept to the AOA, which will notify the program of the action.  
31 Recommendations to deny approval of a corrective action plan will be reviewed by the  
32 PTRC.

33 8.7 The program/institution must submit documentation of the implementation of their  
34 corrective action plan to the AOA within three (3) months of approval of the plan.

35 8.8 AOA will notify PTRC of program non-compliance with the corrective action process, and  
36 sanctions may be applied. All program actions will be copied to the SPEC, and the OPTI.

## 37 **F. Evaluation of Trainees**

38 8.1 All components of a trainee's program must be evaluated. This evaluation must be related  
39 to the educational objectives of the program and shall include clinical experiences,

- 1 intellectual abilities and skills, attitudes and interpersonal relationships and progress in core  
2 competency achievement.
- 3 8.2 At the completion of each rotation the appropriate faculty member shall evaluate the trainee.  
4 This evaluation shall be signed by the assigned faculty member and the trainee; reviewed by  
5 the DME/program director, and maintained on file in the medical education office.
- 6 8.3 The DME and the education committee shall verify the satisfactory performance of every  
7 intern on a quarterly basis and all other trainees semiannually to ensure that educational  
8 objectives are being met.
- 9 8.4 The program director shall review trainee performance at least quarterly with each intern and  
10 semiannually with each resident unless required more frequently by the specialty affiliate.  
11 This must be documented in writing with performance assessment, recommendations, and  
12 acknowledgement by signature of trainee.
- 13 8.5 Prior to early termination of a contract, the institution shall provide the trainee with  
14 appropriate written warning and counseling. The assigned faculty member is responsible for  
15 documenting deficiencies and attempting to resolve concerns with the trainees, including  
16 potential remediation for deficiencies.
- 17 8.6 In cases of early termination of a contract, the DME/program director shall provide the  
18 trainee with documentation regarding which rotations, if any, were completed satisfactorily.  
19 In cases of early termination or unsatisfactory completion of a contract, the AOA  
20 Postdoctoral Division and/or specialty college and OPTI must be promptly notified and the  
21 terminated contract submitted to AOA.
- 22 8.7 If the trainee transfers into another institution's training program of the same specialty, the  
23 receiving program director has the authority to determine which, if any, satisfactorily  
24 completed rotations from previous AOA-approved program(s) will be accepted.  
25 Additionally, the transfer shall be in accordance with AOA standards and AOA and specialty  
26 college approval.
- 27 8.8 At the completion of each residency training year, the program director must complete  
28 either the AOA Program Director's Annual Evaluation Report (CCCP Part 3) or the  
29 specialty-specific COPT approved report. Copies must be maintained in the resident's file.
- 30 8.9 At the completion of each residency training program, the program director must complete  
31 the AOA Program Complete Summary – Final Resident Assessment (CCCP Part 3) unless  
32 the specialty specific form has been approved by COPT in lieu of the AOA form and is still  
33 subject to review of appropriate reflection of competency completion at the time of  
34 inspection. Copies must be maintained in the resident's file and forwarded to the OPTI.

## 35 **G. Evaluation of Training Programs and Faculty**

- 36 8.1 While the training program contains an important patient service component, it must be  
37 primarily an educational experience. This educational mission must not be compromised by  
38 an excessive reliance on trainees to fulfill institutional service obligations. To monitor this  
39 educational process, provision should be made for various levels of program evaluation.  
40 The results of these evaluations should be used to continually improve the program.
- 41 8.2 At the completion of each rotation, the trainee shall evaluate the educational experience and  
42 the faculty. These evaluations shall be reviewed by the program director and maintained on

1 file by the program director/DME. Evidence of evaluations and their review must be  
2 available during on-site review.

3 8.3 The program director shall review each rotation evaluation monthly. The program director  
4 shall determine the amount of work being required of the trainees to ensure that they are not  
5 overburdened with routine responsibilities and that they have the opportunity to observe a  
6 sufficient variety of cases and to achieve all educational goals and objectives. These  
7 evaluations shall be reviewed with the appropriate individuals or departments.

## SECTION IX: STANDARDS FOR ACCREDITATION OF OPTIs

All AOA-approved programs under the restricted accreditation authority of the AOA after July 1, 2020 must be under the academic sponsorship of an OPTI. This section defines the standards OPTIs must meet to academically sponsor AOA approved programs. The *OPTI Accreditation Handbook* documents the context and process used by the COPTI in accrediting OPTIs and provides supplementary statements of operations.

The AOA, COPTI and each accredited postdoctoral training facility are required to adhere to the policies, procedures and standards contained in these official AOA documents: *Basic Documents for Postdoctoral Training* and the *OPTI Accreditation Handbook*. These standards shall be used in conjunction with the Sections I-VIII of the *AOA Basic Document for Postdoctoral Training*.

### A. Organization, Governance, and Finance

9.1 OPTI shall be a formally organized entity.

9.2 OPTI shall include membership of at least one COM accredited by the Commission on Osteopathic College Accreditation (COCA) and the training institution for each program that is under the academic sponsorship of the OPTI.

9.3 All member institutions of the OPTI must have an affiliation agreement with the OPTI.

9.4 The OPTIs bylaws shall state that its members have the right to free association with other AOA-approved educational consortia, institutions or OPTIs.

9.5 An institution that participates in an OPTI shall provide that OPTI with documentation it recognizes and accepts the certifying boards of the AOA as specialty board certification on an equal basis with those certifying boards recognized by the American Board of Medical Specialties (ABMS) for the purposes of obtaining hospital privileges.

9.6 The OPTI shall have defined mission, goals, objectives, and outcomes.

9.7 The governing body of the OPTI shall define the organizational structure of the OPTI.

9.8 The OPTI must declare in the by-laws or equivalent documents whether governance is through a direct or delegate representation for each OPTI member.

9.9 The OPTIs' bylaws or equivalent documents shall require any member institution to notify the OPTI central site office of any substantive change that member has made.

9.10 The OPTI shall develop a reporting and communication process with all of its member institutions.

9.11 The OPTI must document **meaningful interaction** with each training institution member no less than semi-annually by the OPTI CAO, Executive Director or administrative designee. See Section IV.A.

9.12 The governing body shall ensure that its members and officers reveal and report conflicts of interest with respect to the affairs of the OPTI.

9.13 Each OPTI shall maintain a permanent and safe system for keeping governance, program accreditation, and resident program verification (including program complete certificates).

9.14 Each OPTI shall ensure that its educational program is under the direction and supervision of an OPTI Chief Academic Officer (CAO). The CAO shall be a DO who is board certified.

1 9.15 Each OPTI shall jointly confer, with its training institution(s), certificates of completion on  
2 those trainees who have satisfactorily completed the requirements for program complete  
3 status.

#### 4 **B. Academic Sponsorship and Oversight**

5 9.1 Each OPTI as the academic sponsor shall assist Specialty Colleges and training programs to  
6 comply with AOA policies, Basic Standards, and requirements for training program  
7 approval.

8 9.2 The OPTI CAO or designee shall attend and participate in each of its postdoctoral training  
9 program's MEC meetings to provide oversight to the programs.

10 9.3 A designated representative of the OPTI which academically sponsors a program shall  
11 participate in the program and institution inspection review.

12 9.4 The OPTI shall have a review process for program corrective action plans, program changes  
13 in leadership (DME, PD), trainee complaints, and program closures.

#### 14 **C. Research and Scholarly Activity**

15 9.1 Each OPTI shall facilitate and provide research education, assistance and resources directly  
16 to trainees and institutions to encourage research and to meet the Specialty College  
17 requirements.

#### 18 **D. Faculty and Instruction**

19 9.1 The OPTI shall have a documented process that demonstrates that faculty members are  
20 credentialed or appointed at one or more COCA or LCME accredited colleges.

21 9.2 Operational documents must include faculty and administrative personnel non-  
22 discrimination policies in accordance with Section IV, F.4.6 of the *AOA Basic Documents for*  
23 *Postdoctoral Training*.

#### 24 **E. Trainee Status and Services**

25 9.1 Each OPTI shall have a system of trainee evaluation that measures and documents progress  
26 towards completion of the program including assessment of the AOA competencies.

27 9.2 Trainees shall be provided with a forum for free and open communication to discuss their  
28 training or welfare concerns. This forum should have voice through trainee representation  
29 on the OGME committee.

30 9.3 The OPTI shall have a system to monitor individual member institution's work hour policies  
31 and activities and ensure they follow AOA guidelines.

32 9.4 The OPTI shall provide a means for trainees to report without reprisal, inconsistencies,  
33 violations, or disregard for published work hour policies to the OPTI.

#### 34 **F. Curriculum**

35 9.1 The OPTI shall ensure that each program implements a curriculum specified by the specialty  
36 college that includes all seven AOA core competencies.

1 **G. Facilities**

2 9.1 The OPTI shall coordinate with its member institutions to provide access to learning  
3 resources necessary for the delivery of the postdoctoral curricula.

4 9.2 The OPTI shall coordinate with its member institutions to ensure library resources which  
5 are available 24/7. Support by-professionally trained librarians shall be provided during  
6 normal business hours.

7

**Appendix 1:  
Instructions for Utilization of Sample Affiliation Agreement**

The attached draft affiliation agreement has been prepared by the Department of Education, Division of Postdoctoral Training to assist osteopathic institutions in the establishment of affiliation agreements with other institutions for the purpose of creating/expanding osteopathic postdoctoral training and may be adapted by the institution to suit its individual needs.

<b>TRAINING INSTITUTION</b>	An accredited hospital at which all or the majority of training is conducted and at which the program has been approved.
<b>PARTICIPATING/AFFILIATED INSTITUTION</b>	An accredited hospital at which selected portions of the training program is regularly conducted and at which interns/residents are required to participate.
<b>OUTSIDE ROTATIONS</b>	A rotation at an accredited hospital, which is selected by the intern/resident and approved by the DME and/or Program Director.

**SAMPLE AFFILIATION AGREEMENT**

(training institution), a (state) \_\_\_\_\_ corporation (address), ("training 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 (training 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 (training institution). The Program Director shall be selected by (training institution) and shall be a member of the medical staff at (training 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.** (training institution) shall be responsible for the selection of the programs' interns/residents, and any disciplinary action taken with respect to

1 these interns/residents, including termination of an intern/resident contract. (training institution)  
2 shall conduct these activities in accordance with its established policies, procedures, rules and  
3 regulations.

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

12 **1.4. Objectives of Teaching Program.** Each participating institution shall provide the  
13 interns/residents assigned to it with a variety of clinical educational experiences as determined by the  
14 Program Director, consistent with the requirements of the American Osteopathic Association  
15 (AOA).

## 16 **2. ASSIGNMENT OF INTERNS/RESIDENTS**

17 **2.1. Rotation Schedule.** An annual schedule of resident rotations will be provided by the Program  
18 Director to (participating institution) in June of each year. Residents will participate as indicated.

19 **2.2. Rejection or Withdrawal of Resident.** (training institution and participating institution) agree  
20 to consult with each other regarding specific interns/residents to be assigned to (participating  
21 institution), and (training institution) agrees to use its best efforts not to provide any resident to  
22 whom (participating institution) reasonably objects. In the event (participating institution) requests  
23 that a specific resident be removed or withdrawn from the rotation at (participating institution), such  
24 request will include documentation of the reason for the request. In the event of such request,  
25 (training institution) agrees to use its best efforts to remove such resident.

## 26 **3. EVALUATION OF INTERNS/RESIDENTS**

27 **3.1.** Interns/residents rotating at (participating institution) will be evaluated by the faculty on a  
28 specified basis, in accordance with the programs' guidelines for evaluation and advancement, and  
29 with the AOA Basic Document for Postdoctoral Training. The Training Supervisor at (participating  
30 institution) will be responsible for collecting the evaluations from faculty and forwarding them to the  
31 program director of (training institution) within 30 days.

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

33 4.1

34 4.2.

## 35 **5. THE FOLLOWING SPECIFIC AND GENERAL PROVISIONS SHALL ALSO APPLY.**

36 **5.1.** (training institution) will provide proof of professional liability insurance for the intern/resident  
37 physician assigned to (participating institution). (training institution) agrees to cooperate with  
38 (participating institution) in the operation of (participating institutions) risk management system.  
39 (training institution) agrees to discuss facts related to any incident report so as to allow (participating

1 institutions) risk management-system to operate effectively. It is thoroughly understood that the  
2 information so exchanged is to be held strictly confidential.

3 5.2. Each party-agrees to indemnify and hold harmless the other party and its respective trustees or  
4 directors, employees, agents, successors and assigns, from and against any loss, injury, liability, claim,  
5 cost, damage, expense (including without limitation, reasonable attorneys fees), court cost and  
6 amount paid in settlement of claims, resulting to, imposed upon, or incurred or suffered by the other  
7 party or its trustees or directors, employees, agents, successors or assigns, which may arise out of, or  
8 in connection with, or related to, any acts, omissions, negligence, malpractice, or lack of due care  
9 caused or alleged to have been caused by the indemnifying party or any of its employees or agents in  
10 the performance of the services, duties and obligations of such party under this Agreement, except as  
11 may result from a breach of the other party's obligations under this Agreement.

12 5.3. It is understood by both parties that the intern/resident physician(s) will be on the premises of  
13 (participating institution) for the exclusive purpose of training and are not to be considered  
14 employees of (participating institution). Intern/resident physician(s) of (training institution) should  
15 not be deemed employees of (participating institution) for the purposes of compensation or  
16 furnished benefits; workers' compensation, unemployment compensation, minimum wage laws or  
17 for any other purpose because of their participation in the medical education program.

18 5.4. This Agreement shall be construed pursuant to the laws of the State of (state) and venue for any  
19 action pursuant to this agreement.

20 5.5. In the event that any provisions or portions of this Agreement are held unenforceable or invalid  
21 by any adjudication regarding this Agreement in the appropriate jurisdiction, the validity and  
22 enforceability of the remaining provisions or portions hereof shall not be affected thereby.

23 5.6. This document shall constitute the entire agreement between (training institution) and  
24 (participating institution), and all prior discussions, agreements and understandings, whether verbal  
25 or in writing, are hereby merged into this Agreement.

26 5.7. (training institution) interns/residents shall complete all medical records within the guidelines  
27 established by (participating institution) Medical Records Department, which is seven (7) days from  
28 posting date.

## 29 **6. RETENTION OF INFORMATION AND RECORDS**

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

32 6.1. That until the expiration of seven years after the furnishing of any service pursuant to this  
33 Agreement, it shall make available, upon written request of the Secretary of Health and Human  
34 Services or the Comptroller General of the United States or any of their duly authorized  
35 representatives, copies of this Agreement and any books, documents, records and other data that are  
36 necessary to certify the nature and extent of the costs claimed with respect to the services provided  
37 under this Agreement.

## 38 **7. AMENDMENTS**

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

## 41 **8. TERM AND TERMINATION**

1 8.1. This agreement shall become effective (month, day, year), and continue until. (month, day, year),  
2 and shall automatically be renewed from year to year as of (month, day) thereafter, unless either party  
3 gives the other written notice of termination no later than ninety (90) days prior to the end of an  
4 academic or contract year.

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

8 **IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the \_\_\_\_\_ day  
9 of \_\_\_\_\_, (year).

10 (PARTICIPATING INSTITUTION)

(TRAINING INSTITUTION)

11 \_\_\_\_\_

\_\_\_\_\_

12 By: (Name)

By: (Name)

13 Its: President and Chief Executive Officer

Its: President and Chief Executive Officer

14 \_\_\_\_\_

\_\_\_\_\_

15 (Name)

(Name)

16 Vice President for Medical Affairs

Vice President for Medical Affairs

17 \_\_\_\_\_

18 (Name)  
19 Director of Medical Education/Program Director  
20

21

22

23

**Appendix 2:**  
**Sample Intern/Resident Contract for Hospitals**  
**OSTEOPATHIC GRADUATE MEDICAL EDUCATION**  
**INTERN/RESIDENT/FELLOW STAFF AGREEMENT**

**OGME: 1 2 3 4 5 6 7**

This Agreement is made and executed this \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ a  
\_\_\_\_\_ not-for-profit corporation (“**Hospital**”), and  
\_\_\_\_\_, DO (“**Intern/Resident/Fellow**”).

***PERFORMANCE***

WHEREAS, the Intern/Resident/Fellow is a graduate of an osteopathic medical school who has been accepted for enrollment in an advanced osteopathic graduate medical training program (“**Program**”) in \_\_\_\_\_ of the Hospital; and

WHEREAS, the Program is sponsored by an institution engaged in providing medical care services; and  
WHEREAS, institutions, organizations and agencies offering programs in osteopathic graduate medical education must assume responsibility for the educational validity of all such programs; and

WHEREAS, osteopathic graduate medical education requires that the Intern/Resident/Fellow be directly involved in providing patient care under supervision in an institution that accepts responsibility for the quality of its education programs; and

WHEREAS, satisfactory completion of this one year of osteopathic graduate medical education is necessary for the receipt of diploma or advancement to the next level of the osteopathic graduate medical education program; and

WHEREAS, the activities of the Intern/Resident/Fellow in the Program are recommended by the American Osteopathic Association and specialty societies that govern osteopathic medical education; and

WHEREAS, during his/her training, the Intern/Resident/Fellow will, as described below, receive an annual stipend and additional educational support, the amount of which is not related to the nature of services the Intern/Resident/Fellow/ renders or the number of hours he/she spends in patient care; and

WHEREAS, the Intern/Resident/Fellow and the Hospital agree that their relationship is solely educational, and

WHEREAS, excellence in patient care must not be compromised or jeopardized by the needs and prerogatives of the Program, nor should the educational mission be compromised by an excessive reliance on the Intern/Resident/Fellow to fulfill institutional service obligations.

**THEREFORE IT IS UNDERSTOOD AND AGREED AS FOLLOWS:**

In consideration of the foregoing and of the terms, covenants, and conditions hereinafter set forth, each of the parties agree that the following terms and conditions will govern the operation of the Program:

**I. Program Description**

**A.** Duration of Program: Begins on \_\_\_\_\_, 20\_\_ and ends on \_\_\_\_\_, 20\_\_.

**B.** Field of Osteopathic Graduate Medical Education: \_\_\_\_\_

**C.** Level of Training: OGME 1 2 3 4 5 6 7

**II. Educational Support**

**A.** Annual Stipend Rate: \$\_\_\_\_\_

**B.** Educational Leave: Paid leave for dates of COMLEX examinations with prior approval by Program Director.

**III. Benefits**

**A.** Intern/Resident/Fellow will receive the following benefits, subject to the same conditions applicable to Hospital exempt employees and the terms and conditions of the Hospital’s current benefit plans and or policies. The benefits listed below may be unilaterally modified by the Hospital from time to time:

- 1 **1. Health and Dental Insurance:** The Hospital will provide comprehensive health and dental insurance to  
2 the Intern/Resident/Fellow at no charge. Intern/Resident/Fellow who wish for family coverage for medical  
3 and/or dental insurance shall pay the difference between the premium for the family plan and the premium  
4 for the individual plan. Coverage shall begin the first day of Intern/Resident/Fellowship training.
- 5 **2. Disability Insurance:** The Hospital will provide long term and short term disability insurance to the  
6 Intern/Resident/Fellow.
- 7 **3. Life Insurance:** The Hospital will provide life insurance coverage to the Intern/Resident/Fellow.
- 8 **4. Worker's Compensation:** The Hospital will provide Worker's Compensation Insurance to the  
9 Intern/Resident/Fellow, consistent with the Hospital's benefits program.
- 10 **5. Paid Leave:** The paid time off ("PTO") Plan Provides Intern/Resident/Fellows 20 days ( hours) total  
11 per annum at 100% prorated paid stipend. PTO is defined as time off for a vacation, professional or sick.  
12 PTO is not cumulative from year to year and requires the Program Director's approval. Unused PTO will not  
13 be paid out at the end of the academic year. When it is anticipated that an extended leave is necessary for  
14 medical/personal reasons, with the Program Director's permission, the individual Intern/Resident/Fellow  
15 may use remaining PTO time.
- 16 **6. Unpaid Leave:** The Intern/Resident/Fellow is entitled to benefits under the Hospital's Family and  
17 Medical Leave of Absence policy ("FMLOA"), as may be amended from time to time. Other medical or  
18 personal unpaid leave may be granted with the approval of the Program Director, consistent with the  
19 American Osteopathic Association's regulations, as applicable, only after the Intern/Resident/Fellow has  
20 exhausted all of his or her PTO benefits. Makeup time and/or repeat of training is determined by the  
21 Program Director.
- 22 **7. Disability:** The Hospital, by written notice to the Intern/Resident/Fellow, may terminate this Agreement  
23 during the incapacity of the Intern/Resident/Fellow due to illness or injury, at any time after the continuation  
24 of such incapacity for more sixty (60) days, or upon exhaustion of any leave to which the  
25 Intern/Resident/Fellow is entitled during such incapacity under the Hospital's FMLOA policy, whichever  
26 occurs at a later time.
- 27 **8. Optional Benefits:** The Intern/Resident/Fellow may be given an option to participate in additional  
28 benefit programs at the Hospital's discretion, as outlined in the attached Appendix A.

#### 29 **IV. Professional Liability Insurance.**

30 The Hospital agrees to provide professional liability insurance coverage for the Intern/Resident/Fellow for  
31 the duration of his/her training. Such coverage will provide legal defense and protection against awards from  
32 claims reported or filed during or after the completion of the Program, if, and only if, the alleged acts or  
33 omissions of the Intern/Resident/Fellow are within the scope of the Program. The coverage provided will be  
34 consistent with the Hospital's professional liability coverage provided to other medical and professional  
35 practitioners. An extended reporting period, i.e., tail coverage, will be provided by Hospital as needed.

#### 36 **V. Hospital Obligations**

37 **A. Environment of Training:** Provide a suitable environment for Program training consistent with the  
38 standards promulgated from time to time by the AOA in the "Basic Document on Postdoctoral Training" or  
39 as stated in the specialty affiliate "Basic Standards."

40 **B. Designation of Director:** Designate a director and his/her designee to serve as the person or persons  
41 responsible for the implementation of this Agreement and for the overall supervision of the  
42 Intern/Resident/Fellow.

43 **C. Intern/Resident/Fellow Involvement.** Provide involvement of the Intern/Resident/Fellow in areas of  
44 concern for patient care through appropriate Hospital councils or committees.

45 **D. Quality Improvement and Risk Management Activities.** The Intern/Resident/Fellow agrees to  
46 participate in and cooperate with Quality Improvement/Risk Management activities as directed by the  
47 Program Director or Risk Management, and to provide such statistical information as may be required to  
48 fulfill the Quality Improvement/Risk Management efforts of the Hospital.

1 **E. On-call rooms/dress code:** On-call rooms and uniform coats will be provided by the Hospital. The  
2 Intern/Resident/Fellow shall be subject to the dress code described in the Intern/Resident/Fellow's Manual  
3 and in the dress code policy distributed by Hospital to all Intern/Resident/Fellow.

4 **F. On-call meal allowance:** The Hospital will provide a food allowance per call to the  
5 Intern/Resident/Fellow to defray the cost of on-call meals.

6 **G. Housing:** Personal housing must be obtained and fully paid for by the Intern/Resident/Fellow.

7 **H. Impairment and Substance Abuse Education.** The Hospital agrees to provide the  
8 Intern/Resident/Fellow with an educational program regarding physician impairment, including substance  
9 abuse. The Hospital shall inform the Intern/Resident/Fellow of, and make available, the Hospital's written  
10 policies for handling physician impairment, including impairment related to substance abuse.

11 **I. Sexual Harassment Policy.** The Hospital has established a policy not to permit or condone remarks  
12 and/or activity concerning unwelcome sexual advances, requests for sexual favors, or any other conduct of a  
13 sexual nature. The Hospital's policy, which will be made available to the Intern/Resident/Fellow, defines and  
14 prohibits sexual harassment and sets forth a protocol whereby complaints of sexual harassment and  
15 exploitation may be addressed in a manner consistent with the law and due process. Such policy on sexual  
16 harassment may be changed by the Hospital from time to time.

17 **J. Hospital Sponsored Counseling.** The Hospital provides the Intern/Resident/Fellow access to  
18 participation in Hospital sponsored counseling, medical, psychological, and other support services on a  
19 confidential basis, including matters relative to Intern/Resident/Fellow impairment. These services are  
20 described in the Hospital's policy, a copy of which will be made available to the Intern/Resident/Fellow,  
21 which sets forth the various forms of employee assistance provided by the Hospital to the  
22 Intern/Resident/Fellow. Such policy may be changed by the Hospital from time to time, as appropriate.

## 23 **VI. Intern/Resident/Fellow Obligations**

24 **A. Duty Hours:** The Hospital is responsible for promoting patient safety and education through carefully  
25 constructed duty-hour assignments and faculty availability. The Hospital and the Intern/Resident/Fellow will  
26 abide by all American Osteopathic Association (AOA) requirements regarding duty hours and the work  
27 environment for Intern/Resident/Fellow as applicable.

28 **B. State of \_\_\_\_\_ Medical Licensure:** Intern/Resident/Fellow must acquire and maintain the  
29 appropriate State of \_\_\_\_\_ Medical Licensure (at Intern/Resident/Fellow's expense) as defined by the  
30 \_\_\_\_\_ Medical Practice Act prior to starting the Program. Intern/Resident/Fellow will not be permitted to  
31 begin the Program under any circumstances until the appropriate license has been obtained. Failure to comply  
32 with this requirement will also be grounds for immediate suspension or termination of appointment. The State  
33 of \_\_\_\_\_ grants the medical license for the length of the Program with an automatic extension of fourteen  
34 (14) days at the end of the Program, for the benefit of orientating the new incoming Intern/Resident/Fellow.

35 **C. Assignments/Rotations:** Assignments and rotations will be carried out by the Intern/Resident/Fellow  
36 as defined by the Director of Medical Education/Program Director under the guidelines of the American  
37 Osteopathic Association, and the respective specialty affiliates Evaluating Committee.

38 **D. Continuation and/or Promotion in the Program:** Continuation and/or promotion in the Program are  
39 contingent upon satisfactory academic and professional performance by the Intern/Resident/Fellow. All  
40 programs have formal evaluation procedures consisting of any or all, but not limited to the following: formal  
41 written evaluations by medical staff/faculty physicians; scheduled written examinations; scheduled oral  
42 examinations; practical examinations at the bedside; formal conference presentations; and professional and  
43 personal characteristic reports. In addition, each Intern/Resident/Fellow should expect to review his/her  
44 performance with the Program Director or designee at least once during the academic year or as dictated by  
45 AOA requirements. Any makeup time must be completed at the end of the contracted year and/or before  
46 promotion to the next level of training. An Intern/Resident/Fellow receiving an inadequate evaluation may  
47 be required to repeat the rotation/assignment to obtain approval for certification by the Program Director.  
48 Option 2 trainees must be offered an OGME-2 contract no later than February 15th of their OGME-1  
49 training year and sign the contract within 15 days.

1 **E. Medical Records:** In conformity with the Bylaws of Medical Staff of the Hospital, the  
2 Intern/Resident/Fellow is required to complete medical records. The Intern/Resident/Fellow shall comply  
3 with all Hospital, Program and Medical Staff policies regarding the completion of medical records.  
4 Completion of the medical record, including dictation of a discharge summary, is an integral component of  
5 medical care and is part of the Intern/Resident/Fellow's responsibilities. A medical record not completed  
6 within the time specified in the guidelines is delinquent. Intern/Resident/Fellow shall be subject to  
7 suspension from the Intern/Resident/Fellowship program for having three (3) or more delinquent charts.  
8 Any suspension of Intern/Resident/Fellow for delinquent charting shall require additional training time at  
9 the end of the Intern/Resident/Fellowship training period equivalent to the time period(s) of suspension, for  
10 which Intern/Resident/Fellow shall not be eligible for additional compensation.

11 **F. Compliance with Laws, Regulations, Accreditation:** Intern/Resident/Fellow acknowledges that the  
12 Hospital has certain obligations in connection with applicable laws, regulations and accreditation standards,  
13 including but not limited to the Patient Self-Determination Act, the Health Care Quality Improvement Act,  
14 the Health Care Surrogate Act, the \_\_\_\_\_ Hospital Licensing Act and Regulations, the Emergency  
15 Medical Treatment and Active Labor Act, the \_\_\_\_\_ Sexually Transmissible Disease Control Act,  
16 the Safe Medical Devices Act, the Medicare Anti-Kickback Statute and Safe-Harbor Regulations, the \_\_\_\_\_  
17 Medical Waste Act, Occupational Safety and Health Administration regulations, Medicare and Medicaid  
18 eligibility and reimbursement requirements, legal requirements applicable to the maintenance of state and  
19 federal tax-exempt status, the standards of the Healthcare Facilities Accreditation Program, Joint Commission  
20 on Accreditation of Healthcare Organizations, (or other applicable organization), and all applicable labor and  
21 civil rights laws. Intern/Resident/Fellow further acknowledges that the Hospital from time to time may  
22 adopt policies, procedures and/or documentation requirements in connection with the implementation of  
23 such laws, regulations and accreditation standards. Intern/Resident/Fellow agrees to cooperate fully with the  
24 Hospital in its compliance with all applicable laws, regulations and accreditation standards, as may be enacted  
25 or amended from time to time, and with all implementing policies, procedures and/or documentation  
26 requirements now in existence, or as may be adopted or amended by the Hospital from time to time.

27 **G. Policies/Standards/Employee Physical/Drug Screening:** Intern/Resident/Fellow shall comply with  
28 all policies applicable to Hospital exempt employees, including: (1) the requirement that a Intern/Resident/  
29 Fellow must complete an employee physical examination prior to beginning employment; (2) compliance with  
30 the Hospital's Sexual Harassment Policy; and (3) compliance with the Hospital's Parking and Dress Code  
31 Policies, all in accordance with the most recently revised version of such Hospital policies. Intern/Resident/  
32 Fellow is also subject to the Hospital's policy pertaining to drug screening of employees, as such policy may be  
33 amended from time to time. Failure to pass drug screening pursuant to the provisions of the Hospital policy  
34 will result in non-hiring or termination of employment. The results of a positive drug screen will be subject to  
35 applicable legal reporting requirements, including any reporting requirements of the \_\_\_\_\_ Department  
36 of Professional Regulation. Intern/Resident/Fellow shall honor and abide by all other approved, published  
37 policies and procedures of the Hospital, as may be adopted or amended from time to time. Intern/Resident/  
38 Fellow shall conduct himself or herself in a professional manner consistent with the Hospital's standards.  
39 Intern/Resident/Fellow acknowledges that it is the express policy of the Hospital to prohibit discrimination on  
40 the basis of race, color, sex, religion or national origin. If applicable, the Intern/Resident/ Fellow shall not  
41 allow the Hospital to be used for the performance of abortion, euthanasia or direct surgical sterilization, nor  
42 will Intern/Resident/Fellow provide any other services at the Hospital that contravene the health care policies  
43 of the Hospital as expressed in the Hospital and Medical Staff Bylaws and Rules and Regulations.

44 **H. Development of Program Study:** Develop a personal program of study and professional growth with  
45 guidance from the teaching medical staff and demonstrate ability to assume graded and increasing  
46 responsibility for patient care. Furthermore, Intern/Resident/Fellow shall participate in safe, effective, and  
47 compassionate patient care under supervision, commensurate with the level of advancement and responsibility.

48 **I. Participation in Educational Activities:** Participate fully in the educational activities of the Program and,  
49 as required, assume responsibility for teaching and supervising medical students.

50 **J. Religious Directives (if applicable):** Intern/Resident/Fellow shall strictly abide by the Ethical and  
51 Religious Directives for Catholic Health Care Services, approved by the National Conference of Catholic

1 Bishops, as promulgated by the Archbishop of \_\_\_\_\_, (a copy of which will be provided to the Intern/  
2 Resident/Fellow) and the Principles of Medical Ethics of the American Osteopathic Association or whichever  
3 is applicable, and all applicable statutes of the State of \_\_\_\_\_ relating to the practice of medicine.

4 **K. Participation in Hospital Committees:** Participate in Hospital committees and councils, especially those  
5 that relate to patient care review activities.

6 **L. Cost Containment:** Apply cost containment measures in the provision of patient care.

7 **M. Moonlighting:** Interns are not approved to moonlight.

## 8 **VII. Termination**

9 **A. Termination by Hospital for Cause:** The Hospital may terminate the Agreement immediately for any of  
10 the following reasons:

11 1. Professional incompetence of the Intern/Resident/Fellow.

12 2. Substantial breach of the terms of this Agreement by the Intern/Resident/Fellow.

13 3. Serious neglect of duty or violation of Hospital rules, regulations or policies by the  
14 Intern/Resident/Fellow.

15 4. Conviction of a crime thought by the Program Director to render the Intern/Resident/Fellow unfit  
16 professionally to practice medicine.

17 5. Conduct by the Intern/Resident/Fellow seriously and clearly prejudicial to the best interest of the Hospital.

18 6. Unapproved absence of the Intern/Resident/Fellow/Resident/Fellow from the Program.

19 7. If the Program Director determines that the Intern/Resident/Fellow has materially failed to comply with  
20 any specific obligations or intent of this Agreement, he or she shall be authorized to terminate this Agreement  
21 or take such disciplinary action, including fines, as may be appropriate, subject to the hearing and review  
22 procedure for Intern/Resident/Fellows at the Hospital. Such termination of disciplinary action shall be in  
23 writing to the Intern/Resident/Fellow. However, if it is determined that any action by the  
24 Intern/Resident/Fellow can seriously affect immediate patient care, a termination or suspension shall become  
25 immediate, subject to review.

26 **B. Termination of Agreement by Intern/Resident/Fellow:** Significant breach of this Agreement by the  
27 Hospital or failure of the Hospital to provide a quality graduate medical education program in accordance  
28 with the "Basic Document On Postdoctoral Training" or for other legitimate reasons as described by  
29 Director may allow the Intern/Resident/Fellow to terminate this Agreement upon sixty days (60) written  
30 notice. Upon receipt of such notice, the Hospital may elect to terminate the Intern/Resident/Fellow  
31 immediately and waive such notice period. In such an event, the Agreement shall terminate immediately, and  
32 the Intern/Resident/Fellow's services for the Hospital shall terminate effective immediately.

33 **C. Grievance Procedures.** The Hospital has established a grievance procedure whereby the  
34 Intern/Resident/Fellow may resolve, in a fair and equitable manner, a dispute or disagreement with the  
35 Director, Associate Director or Hospital concerning the interpretation, application or enforcement of this  
36 Agreement, or the Hospital's established policies, rules, regulations, directories or bylaws. A description of  
37 the grievance procedure is attached hereto as Appendix B.

38 **D. Nonrenewal of Agreement.** In instances where a Intern/Resident/Fellow's agreement is not going to be  
39 renewed, the Program will provide the Intern/Resident/Fellow with a written notice of intent not to renew  
40 no later than four months prior to the end of the Intern/Resident/Fellow's current agreement. However, if  
41 the primary reason(s) for the non-renewal occurs within the four months prior to the end of the agreement,  
42 Program will provide the Intern/Resident/Fellow with as much written notice of the intent not to renew as  
43 the circumstances will reasonably allow, prior to the end of the Agreement.

44 **E. Program Closure.** In the event the Program is closed or there is a reduction in the total number of  
45 Intern/Resident/Fellows in the Program, the Hospital will use its best efforts to allow the  
46 Intern/Resident/Fellow to complete the Program at the Hospital. In the event that continuation of the  
47 Program is untenable by the Hospital, Hospital will utilize its best efforts of the Osteopathic Postdoctoral  
48 Training Institution (OPTI) to transfer Intern/Resident/Fellow to a comparable Intern/Resident/Fellowship

1 program within the Osteopathic Postdoctoral Training Institution (OPTI).

2 **VIII. General Provisions**

3 **A.** Falsification of any information supplied to the Hospital by the Intern/Resident/Fellow as part of the  
4 entrance requirements of the Program, or knowingly giving false information or assisting others in doing so  
5 constitutes grounds for immediate dismissal of the Intern/Resident/Fellow/Resident/Fellow from the  
6 Program.

7 **B.** In accordance with the provisions of 42 U.S.C. Section 1395 X(v)(I)(i) and 42 C.F.R. Section 420.300 et.  
8 seq., Intern/Resident/Fellow agrees to make available upon the written request of the Secretary of the  
9 Department of Health and Human Services or of the Comptroller General or any of their duly authorized  
10 representatives, this Agreement and any other books, records and documents that are necessary to certify to  
11 the above named the nature and extent of costs incurred by the Hospital for services furnished by  
12 Intern/Resident/Fellow for which payment may be made under Medicare, Medicaid or other reimbursement  
13 programs. The obligation of Intern/Resident/Fellow to make records shall extend for four (4) years after the  
14 finishing of such services pursuant to this Agreement. In the event of a request by the Secretary or  
15 Comptroller General for access, Intern/Resident/Fellow agrees to immediately notify and consult with  
16 Hospital concerning the response that will be made to such request.

17 **C.** No provision of this Agreement shall be construed in any manner whatsoever as an assurance of or  
18 guarantee of initial appointment to Medical Staff Membership during or at termination of training.

19 **D.** The Hospital Program expressly acknowledges its obligations as a provider of health care and as an  
20 educational institution to maintain as confidential the records of the Intern/Resident/Fellow. These records  
21 may be delivered to other health care treatment institutions or prospective employers only upon written  
22 request to the Hospital by the Intern/Resident/Fellow in such form as designated by the Hospital. Records  
23 will be furnished to appropriate government agencies as required by law. Documents to be transmitted will be  
24 marked "Confidential".

25 **E.** The rights and obligations of the Hospital under this Agreement shall inure to the benefit and be binding  
26 upon the successors and assigns of Hospital. Intern/Resident/Fellow may not assign or transfer his/her  
27 rights or obligations under this Agreement. Any assignment or transfer made in violation of the provision  
28 shall be void.

29 **F.** This Agreement may only be amended or altered in any of its provisions by mutual agreement of the  
30 parties hereto, and any such change shall become effective when reduced to writing and signed by such  
31 parties or at such other time as such amendment(s) may provide.

32 **G.** The laws of the State of \_\_\_\_\_ shall govern this Agreement.

33 **IN WITNESS WHEREOF**, the Parties have executed this Agreement through their respective authorized  
34 officers, effective as of the day and year first written above.

35 \_\_\_\_\_ HOSPITAL.

36 By: \_\_\_\_\_

37  
38 Intern/Resident/Fellow Signature

39 \_\_\_\_\_ (Printed Name)

40 By: \_\_\_\_\_

41 Program Director Signature

42 \_\_\_\_\_ (Printed Name)

43 By: \_\_\_\_\_

44 Executive Vice President and Chief Executive Officer Signature

45 \_\_\_\_\_ (Printed Name)

46

1 **Appendix A**

2 Benefits - Who Receives - Who Pays

3 **Paid Time Off**

4 Intern/Resident/Fellow, Hospital pays up to 20 days per year to cover vacation, professional, and sick.

5 **Group Health Plan**

6 **2 options:**

7 Intern/Resident/Fellows, + Family *PPO* – \_\_\_\_\_ Per Pay Period Payroll Deductions Hospital pays  
8 Intern/Resident/Fellow coverage; Hospital and Intern/Resident/Fellow share other coverage  
9 Comprehensive health care benefits to a lifetime maximum of \$\_\_\_\_\_ for you and each of your  
10 covered dependents.

11 *HMO* \_\_\_\_\_ Per Pay Period Payroll Deductions Same as above *HMO* restricted to \_\_\_\_\_ and  
12 \_\_\_\_\_ doctors and hospitals.

13 **Dental Insurance**

14 **2 options:**

15 Intern/Resident/Fellows, + Family *Dental HMO* Per Pay Period Payroll Deductions: Same as group health  
16 plan.

17 *Dental PPO* Per Pay Period Payroll Deductions

18 **Vision Insurance**

19 *Vision Service Plan* - Intern/Resident/Fellows, + Family Per Pay Period Payroll Deductions

20 Intern/Resident/Fellow pays individual and family coverage Eye exam and lenses every 12 months.

21 Allowance for frames every 24 months. Contact lenses covered if medically necessary, allowance given if not  
22 medically necessary.

23 **Group Life Insurance Plan**

24 Intern/Resident/Fellows, Hospital pays \$\_\_\_\_\_ coverage

25 **Short-Term Disability**

26 Intern/Resident/Fellows, Hospital pays \_\_\_% of base salary as stated by hospital benefit policy. Max \$\_\_\_\_\_  
27 per week

28 **Group Disability**

29 **Insurance Plan**

30 Intern/Resident/Fellows, Hospital pays \_\_\_% of base salary after six months of disability. Max \$\_\_\_\_\_  
31 per month

32 **Employee Health Service**

33 Intern/Resident/Fellows, Hospital pays professional attention to your health needs while on duty.

34 **Physical Exam**

35 Intern/Resident/Fellows, Hospital provides physical exam prior to employment.

36 **Meals**

37 Intern/Resident/Fellow s, Hospital pays \$\_\_\_\_\_ per month in debit card for purchase of meals in hospital  
38 cafeteria

39 **Uniforms**

40 Intern/Resident/Fellows, Hospital pays for OGME 1-7 Lab Coats

41 **ACLS, & CPR Training**

42 Intern/Resident/Fellow, Hospital Available to all Intern/Resident/Fellows not already certified

43 **Annual Education Meeting**

44 Not available to Intern/Resident/Fellows.

45 **Book Allowance**

46 Intern/Resident/Fellows, Hospital Up to \$\_\_\_\_\_ annually to purchase medical books, subscriptions,  
47 software or PDA

48

## Appendix B

Grievance Procedures Procedure for Discipline and Promotion Decisions Involving Intern/Resident/Fellow

### PURPOSE

The purpose of this policy is to assure that Intern/Resident/Fellows receive procedural due process in matters of discipline and promotion. This procedure is to be followed in all instances in which an Intern/Resident/Fellow is disciplined or not offered promotion to the next OGME level. The Program Director is primarily responsible for decisions on discipline and non-promotion of the Intern/Resident/Fellow. The GMEC assures the Intern/Resident/Fellow of due process in these procedures.

### GENERAL ISSUES

A. The following sanctions are available in the discipline of Intern/Resident/Fellows:

1. Informal resolution, which may or may not be documented in the Intern/Resident/Fellow's file.
2. Oral reprimand, a notice of which must be placed in the Intern/Resident/Fellow's file.
3. Written reprimand, a copy of which must be placed in the Intern/Resident/Fellow's file.
4. Probation, with the length of time specified along with any other sanctions as specified.
5. Suspension, with the length of time specified. This may be with or without pay.
6. Non-renewal of contract.
7. Dismissal.

B. Combination of sanctions may be used. Suspensions and/or terminations may begin immediately if the Program Director or DME believes immediate action is needed to protect the quality of patient care or stable operations of the hospital. (Sanctions number 4 through 7 may be appealed by the Intern/Resident/Fellow.) Sanctions that are appealed do not go into effect until the appeal process is completed except for those immediate suspensions/terminations as noted above. Intern/Resident/Fellows may respond in writing to sanctions number 2 through 7, which will be entered into the Intern/Resident/Fellow's file.

C. The Program Director shall not consider anonymous reports, but need not reveal the identity of any person reporting information about possibly sanctionable events.

D. The Program Director shall review all reports alleging rule violations or deficiencies in clinical performance, meet promptly with the Intern/Resident/Fellow to discuss any reports which the Program Director believes to have substance, and place a written account of the meeting, including pertinent discussion, problems identified, and plans for remediation in the Intern/Resident/Fellow's file.

### APPEALS

A. An Intern/Resident/Fellow who has received one of the appealable sanctions and who wishes to appeal it must file an appeal within thirty (30) days of receiving the sanction. Each appeal must be in writing and must specify the sanction being appealed, the reasons for appeal, any new information the Intern/Resident/Fellow wishes to be considered, and any alternate sanctions the Intern/Resident/Fellow might accept. The appeal must be filed with the DME. Failure to file within thirty (30) days forever bars an appeal by the Intern/Resident/Fellow.

B. On receipt of an appeal, the DME shall send copies of the appeal to the involved Program Director and shall name an ad hoc subcommittee to hear the appeal. The DME shall notify the Intern/Resident/Fellow/Resident/Fellow of receipt of the appeal and of the membership of the subcommittee. The DME shall request the record of the meeting at which the sanction was given and other supporting data from the Program Director. The subcommittee shall consist of the DME and three other members of the GMEC, a least two of whom are from departments other than the Intern/Resident/Fellow's. For an Intern, these two members must be from departments through which the Intern has not rotated or not directly involved in the alleged offenses. The DME shall appoint a secretary for the subcommittee.

C. Within ten (10) days of its formation, the subcommittee shall meet to hear the appeal. The Intern/Resident/Fellow may designate another Intern/Resident/Fellow or a member of the Medical/Dental staff as his/her representative before the subcommittee. The hearing proceedings will be closed. The hearing will consist of a presentation by the involved Program Director and a presentation by the

1 Intern/Resident/Fellow or his/her representative. The Intern/Resident/Fellow and/or his/her  
2 representative may introduce further written evidence with the permission of a majority of the subcommittee.  
3 The subcommittee has the right to question both presenting parties.

4 **D.** The subcommittee meets in executive session to decide its recommendation. A majority of the members of  
5 the subcommittee must support a recommendation in order for it to be enacted. The subcommittee is limited  
6 to making the following recommendations:

- 7 1. upholding the sanction
- 8 2. imposing a sanction of lesser severity
- 9 3. imposing no sanction

10 **E.** The subcommittee's report will be presented to the GMEC at its next regular meeting. The report will be  
11 in writing and give the subcommittee's recommendation and the reasons for it. The GMEC will vote on  
12 whether to accept the report. If the report is not accepted, the DME will within ten (10) days, convene a  
13 special meeting of the GMEC for a *de novo* appeal hearing, which will be conducted in the same manner as in  
14 C. The Program Director whose decision is being appealed may not participate in the GMEC's deliberations  
15 or votes. If the report is accepted, it will be referred to the CEO of the hospital for final action.

16 **F.** The involved Program Director and the Intern/Resident/Fellow shall be informed in writing of any  
17 reports filed or actions taken in the appeal process. The Program Director will file a copy of all reports and  
18 notifications of action in the Intern/Resident/Fellow's personnel file.

#### 19 **MISCELLANEOUS**

20 **A.** A decision not to certify an Intern/Resident/Fellow as eligible for a specialty certification exam is not a  
21 sanction covered by this procedure.

22 **B.** A copy of this procedure shall be given to each Intern/Resident/Fellow at the start of postgraduate  
23 training at \_\_\_\_\_ Hospital.

24 **C.** Notice of sanction, appeal, or committee action may be given by personal service or by first class mail.  
25 Time is of the essence in all proceedings.

26

1 **Appendix 3:**  
2 **AOA Plan for Catastrophic Events Affecting Internship and Residency Training**

3  
4 **Purpose:** This plan addresses the continuation of postdoctoral training opportunities for interns and  
5 residents affected by an emergency, catastrophic event, or natural disaster that requires transfer to  
6 another teaching hospital for training. It does not cover residents displaced by hospital or program  
7 closures or other training disruptions.

8  
9 **Application:** This plan applies to residents whose training is disrupted by emergencies, catastrophic  
10 events or natural disasters. It establishes a procedure for providing assistance to programs that transfer  
11 and accept residents in an emergency and for approving their training at alternate training sites.  
12 Medicare has established special rules to provide continuing graduate medical education (GME) funding  
13 when training is displaced by emergencies. This plan complements Medicare rules so that trainees,  
14 resident positions and funding are protected.

15  
16 **Process and responsibility for intern/resident transfer:** If the director of medical education (DME)  
17 determines that a graduate medical education program located in an emergency area cannot continue to  
18 train residents due to a national emergency, catastrophic event or natural disaster, the DME shall notify  
19 the OPTI within five days of the emergency. Within five days of notification, the OPTI CAO shall  
20 notify the American Osteopathic Association (AOA) Division of Postdoctoral Training. The AOA  
21 **Program and Trainee Review Council (PTRC)** shall conduct an expedited conference call, whenever  
22 practical not to exceed 72 hours, to approve transfer of training. All transfers of affected interns and  
23 residents must be initiated immediately and completed within twenty days from the date of **PTRC**  
24 approval. It shall be the responsibility of the DME and program directors of affected programs to  
25 assure that the interns and residents are transferred to appropriate programs, as necessary.

26  
27 **Nature of Transfers:** Transfers may be temporary or, in some cases, for the duration of training. For  
28 Medicare purposes, transfers are made through “emergency Medicare GME affiliation agreements,”  
29 which are limited to a maximum of the rest of the academic year plus 2 additional years. Failure to  
30 follow Medicare requirements for transfer of interns and residents due to an emergency could result in  
31 loss of full time equivalent (FTE) resident positions or loss of funding for the transferring and accepting  
32 hospitals.

33  
34 **Notice and Communications:** Upon notification by **PTRC**, the AOA will place a notice on its  
35 [Postdoctoral Education website](#) informing all DMEs and program directors of the emergency situation.  
36 This notice will contain contact information for the OPTI, CAO and all affected DMEs and program  
37 directors, allowing other institutions and programs to offer assistance. The OPTI /program are  
38 encouraged to transfer as many trainees as possible to other, unaffected programs in its area. All  
39 communications offering to accept interns or residents must be directed to the OPTI CAO. The OPTI  
40 will communicate offers and acceptances daily to the AOA postdoctoral office, which will forward them  
41 to the appropriate specialty colleges for expedited review and approval of temporary adjustment of  
42 approved numbers. Residents must begin training within thirty days of displacement, or as soon as  
43 possible, so that training time is not extended. Trainees must sign training agreements with their new  
44 institutions. Emergency Medicare GME affiliation agreements must be filed with the Centers for  
45 Medicare and Medicaid Services (CMS) and all affected fiscal intermediaries (FIs) as set forth in the  
46 regulations.

47  
48 **Specialty Site Visits:** At their discretion, specialty colleges may conduct a focused review of a program  
49 that accepts more residents than its originally approved number for a period exceeding 90 days.

1  
2 **Medicare Requirements for Continued Funding of Training for Residents Affected by Natural**  
3 **Disasters:** On April 12, 2006, CMS published an interim final rule modifying existing regulations to  
4 provide greater flexibility to teaching programs in the event of natural disasters. These requirements  
5 modify existing Medicare requirements for Medicare GME affiliation agreements, which allow hospitals  
6 that share resident rotations to apply their direct and indirect GME resident “caps” on an aggregate  
7 basis.

8  
9 The intent of the rule is to facilitate relocating residents training in hospitals in an “emergency area” as  
10 defined in Section 1135(g) of the Social Security Act. The terms “section 1135 emergency area,”  
11 “section 1135 emergency period,” “emergency Medicare GME affiliated group,” “home hospital,” and  
12 “host hospital” are defined in §413.75(b) of the rule. The requirements for emergency Medicare GME  
13 affiliation agreements are located in §413.79(f). (A URL for accessing these provisions is included at the  
14 end of this plan.) It is important to note that the special provisions are intended to help hospitals only  
15 when their inpatient bed occupancy is diminished by 20 percent or more, such that they are unable to  
16 train the full number of residents they intended to train during the year. Although the rule was  
17 promulgated in response to Hurricanes Katrina and Rita, it applies to other emergency situations where  
18 the federal government has granted a waiver under §1135 to assure medical care for federal program  
19 beneficiaries and provide for payment of health care providers. Adherence to the rule’s requirements  
20 allows displaced residents to continue their training while maintaining FTE positions and Medicare  
21 GME funding.

22  
23 Under the rule, hospitals located in emergency areas are allowed to enter into emergency Medicare GME  
24 affiliation agreements that are more flexible than traditional agreements. These agreements may be  
25 retroactive to the date of the disaster and may apply even if the transferring (“home”) hospital only  
26 closes part of its residency program. Unlike most affiliations, emergency affiliations are not restricted to  
27 hospitals that are in the same or contiguous areas, under common ownership, or joint sponsors of a  
28 residency program. The hospital that accepts the displaced residents (“host hospital”) may be located  
29 anywhere in the country. The three-year rolling average applies to both host and home hospitals.  
30 Because residents already may have been transferred considerable distances, emergency Medicare GME  
31 affiliated group members are not required to participate in shared rotational arrangements with other  
32 hospitals covered by the agreement.

33  
34 Medicare provisions for training residents in programs affected by natural disasters are located in 42 CFR  
35 §412.105(a) (1) (i) and §412.105(f) (vi) [indirect medical education] and 42 CFR §413.75(b) and §413.79(f)  
36 (6) [direct graduate medical education]. The interim final rule and a detailed discussion of its application  
37 may be found at [http://a257.g.akamaitech.net/7/257/2422/01jan20061800/  
38 edocket.access.gpo.gov/2006/pdf/06-3492.pdf](http://a257.g.akamaitech.net/7/257/2422/01jan20061800/edocket.access.gpo.gov/2006/pdf/06-3492.pdf).