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AMERICAN OSTEOPATHIC ASSOCIATION

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**THE BASIC DOCUMENTS  
FOR  
POSTDOCTORAL TRAINING**

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## **SECTION I: INTRODUCTION TO POSTDOCTORAL TRAINING**

This document contains the standards for internship and residency 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 Interns and Residents. 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. In addition, there are eleven appendices which provide models, forms and examples followed by a glossary of terms to assist programs, trainees and other users of this document to prepare and implement program and institutional requirements.

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.

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

The Council on Postdoctoral Training is the global policy making body for all training programs. Recognized Specialty affiliates develop standards for the seven core competencies required for all specialties which are approved through the Bureau up to the Board of Trustees for final approval.

The AOA Program and Trainee Review Council (PTRC) is the approval body for internships, residency training programs and other postgraduate medical training and final approval of completion of training before eligibility for AOA Board Certification. The PTRC and COPTI report to the COPT, the COPT reports to the Bureau and the Bureau reports to the Board of Trustees.

Decisions from these councils are appealable to the Bureau of Osteopathic Education Appeal Committee. The Board of Trustees is the final appeal body for the Bureau, Council on Postdoctoral Training, the Program and Review Trainee Council and the Council on Osteopathic Postdoctoral Training Institutions.

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

## **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 Council on Postdoctoral Training (COPT) 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 approved an initiative to promote uniform standards for all its accrediting bodies in postdoctoral training, CME and Healthcare Facilities Accreditation to enhance quality and improve compliance. The AOA Board of Trustees has also directed the COPT to advance uniform standards specification to the specialty college evaluation committees. The COPT 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.

Accreditation action taken by or under the authority of the Bureau of Osteopathic Education (BOE) 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**

Fundamentally, Osteopathic Graduate Medical Education (OGME) is designed to provide trainees progressive and supervised opportunities to ensure adequate preparation for the independent practice of medicine. The AOA Council on Postdoctoral Training (COPT) is responsible for developing and enforcing postdoctoral training requirements, policies and procedures in order to ensure high quality osteopathic training programs.

### **Osteopathic Medical Education Continuum**

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

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

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

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

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

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

## **SECTION IV. INSTITUTIONAL REQUIREMENTS FOR OSTEOPATHIC GRADUATE MEDICAL EDUCATION**

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

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

- 4.1 AOA-approved OGME programs shall function under the academic sponsorship of an AOA-accredited OPTI.
  - a. An OPTI seeking to academically sponsor an AOA-approved OGME program at a training institution must have been provisionally accredited at least 6 months or longer, preceding the date of approval of the training program(s).
- 4.2 Training institutions which conduct AOA approved training programs and issue trainee contracts may include:
  - a. Hospitals accredited by a Medicare-approved accrediting body.
  - b. Federally qualified health centers.
  - c. Community teaching health centers.
  - d. Freestanding ambulatory accredited surgery centers.
  - e. Colleges of osteopathic medicine.
  - f. Freestanding ambulatory centers
  - g. COPT approved consortium
- 4.3 OPTI academic sponsors shall be responsible for monitoring OGME programs at its partner training institutions.
  - a. Sponsorship shall require an OPTI affiliation/sponsor agreement indicating the responsibilities of the academic sponsor and the training institution.
  - b. The academic sponsor must declare accountability for compliance of training institutions with AOA policies including affiliation agreements, AOA Match Program, quality performance, trainee evaluations, and participation in on-site program reviews, corrective action plans, internal reviews and core competency compliance.
  - c. The affiliation/sponsor agreement shall be a single agreement and available at all on-site reviews.
- 4.4 The training institution (sponsored institution conducting training) must provide administrative, financial, educational, technological and other support services for each educational program and provide resources to maintain quality training program(s) including faculty development,



curriculum, research support, evaluation methods and osteopathic principles and practice training.

- 4.5 An institution wishing to establish a residency program shall meet the requirements set forth under specialty college basic standards and the AOA Basic Documents for Postdoctoral Training. The training institution must commit to a balance between education and service, as evidenced by documentation of work hour schedules inclusive of academic and research opportunities and attendance at clinical training and educational activities.
- 4.6 If the training institution is not the sole training site and uses affiliate sites to meet the training requirements defined in AOA general requirements and specialty standards. Affiliation agreements must be available and rotations noted on trainee schedules.
- 4.7 The DME and the OPTI must sign all corrective action responses to deficiencies cited by the Program and Trainee Review Council (PTRC).
- 4.8 All applications or correspondence related to substantive program changes must be signed by the training institution, and the OPTI CEO/CAO or other designated OPTI officer.
- 4.9 The training institution and OPTI shall be the point of contact for all business and other correspondence regarding approved programs.

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

- 4.1 All training institutions shall be in substantial compliance with AOA requirements for institutions and programs in accordance with all AOA general requirements including, but not limited to, AOA postdoctoral standards, core competency compliance program, internal review policy and corrective action plans and specialty standards.
- 4.2 Approval of an OGME program and eligibility to recruit trainees shall be contingent based upon the following criteria:
  - a. Maintain AOA educational institutional accreditation status;
  - b. Maintain program sponsorship from an accredited OPTI;
  - c. Participate in on-site reviews;
  - d. Provide requested documentation within 30 days of notification of deferral of program action by the PTRC or specialty college;
  - e. Follow directives associated with the program or trainee approval process;
  - f. Complete and submit the AOA annual Trainee Information, Verification and Registration Audit (TIVRA);
  - g. Annually update AOA *Opportunities* program data between March 1 and June 30;
  - h. Comply with the work hours and moonlighting policies;
  - i. Payment of fees within 90 days of the invoice date;
  - j. Participate in the Electronic Residency Application Service (ERAS);
  - k. Acceptance of osteopathic trainees through participation in the AOA Match;

- l. Issue single-year training contracts;
- 4.3 Any institution failing to submit annual postdoctoral fees by the 90 day requirement following the billing invoice shall be automatically placed on probation without the ability to recruit the next year, and a penalty shall accrue at 10% from day 1-30, and at 20% from day 31-60 after March 31 (90 day deadline). After 60 days non-payment beyond the March 31st deadline, the program(s) shall be considered terminated on June 30 of the subsequent year. Payment of fees during the 60 day probationary period shall immediately remove the program(s) from probation and reinstate recruiting.
- 4.4 Any AOA programs failing to accurately complete the required TIVRA data by October 15 annually shall be charged a \$5,000 penalty per institution or \$1,000 per program if it has 4 or fewer programs. If participation has not occurred by 3 months after the October 15<sup>th</sup> deadline, the program will be notified of termination to occur on June 30 of the subsequent year.
- 4.5 Any AOA programs failing to accurately complete the required “Opportunities” on-line updates by June 30 annually will be charged a \$5,000 penalty per institution or \$1,000 per program if it has four programs or less. If participation has not occurred by October 15, the program (s) involved will be notified of termination to occur on June 30, of the subsequent year.
- 4.6 Prior to invoking the penalties above in B 4.3-4.5 said failures will be verified. Penalty fees will be applied to the activities of the Department of Education.

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

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

- 4.1 The training institution shall obtain the following information from the affiliate institution:
  - a. A written affiliation agreement (to be available at on-site program reviews) which includes rationale for rotations, specific rotations, educational expectations, responsibility of trainees and supervising faculty, requirement for evaluation of trainee performance and any applicable institutional business or legal agreement;
  - b. Written verification of current patient scope, volume, and variety (to be available for on-site reviews in specific specialties as required);
  - c. Curriculum vita of the physician responsible for the supervision of the trainees while at the affiliate institution (to be available for on-site reviews).
- 4.2 Affiliation agreements must be maintained and reviewed by the training institution and medical education committee (MEC) at least every five (5) years, and updated as necessary to reflect changes in the program. Evidence must be documented in MEC minutes.
- 4.3 The supervising physician at the affiliate institution, shall be responsible to the DME at the training institution, credentialed as faculty in the residency program and shall assist in the program on-site review process.

- 4.4 All evaluations of trainees conducted at affiliate institutions shall be made available to the DME at the training institution upon the completion of the rotation and available for on-site reviews.

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

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

#### **E. Internal Review Process**

- 4.1 Training institutions shall conduct internal reviews of approved programs to assess the learning environment, program quality and achievement of training standard requirements.
- 4.2 The Medical Education Committee (MEC) shall be responsible for the development, implementation and oversight of the internal review process (See Section VI, E) and must comply with the following:
- a. The MEC must designate an internal review committee(s) to review each OGME program.
  - b. This committee must include faculty, trainees from programs within the institution (training and/or affiliate) but from programs other than the one under review, a representative of the OPTI academic sponsor and other reviewers as determined by the MEC. For single program institutions, faculty and trainee participation may come from an affiliated program or OPTI partner.
  - c. The review must follow a written protocol approved by the MEC that incorporates, at a minimum, the requirements in this policy.
  - d. The written report of each internal review must be presented to, and reviewed by, the MEC and OPTI.
  - e. Reviews must be conducted at approximately the midpoint between AOA program on-site reviews. Departmental annual reports, while often an important sources of information, do not meet the requirement for an internal review.
- 4.3 Where there are dually-accredited (AOA and ACGME) programs in the same specialty, the internal review process for the AOA program, conducted simultaneously utilizing both AOA and ACGME standards, may be accepted as meeting the AOA mid-cycle review requirement if conducted within 12 months of the required date. If the ACGME review period exceeds the time of the AOA required mid-cycle review by more than 12 months, a complete and separate AOA program internal review is required.
- 4.4 The internal review shall not be examined during AOA program review, but the internal review shall be recorded in the MEC minutes.
- 4.5 An internal review is not required during the new program approval period.

## **F. Trainee Eligibility, Recruitment and Selection Process**

- 4.1 The AOA program shall enroll only graduates of COCA-accredited COMs.
- 4.2 The training institution shall have written policies and procedures for the recruitment, selection and appointment of trainees available for site review and published in the house staff manual
- 4.3 The training institution shall participate in ERAS and the AOA Match. Starting in 2014, Dermatology will be the only Option 3 specialty participating in the AOA Match.
- 4.4 Trainee recruitment shall be conducted following the policies and procedures of the AOA Match.
  - a. The institution shall not attempt to impose local requirements to supersede the AOA Match.
- 4.5 Documented violation of the AOA Match policies or procedures shall lead to suspension of the training program.
- 4.6 Institutions with AOA-approved programs must not discriminate with regard to race, gender, color, creed, religion, national origin, ancestry, age, marital status, disability, sexual orientation (including gender identity) or status as a protected veteran.

## **G. Work Environment**

- 4.1 Institutional facilities and resources must be adequate to provide educational opportunities to the trainee as set forth in Sec. IV, A.
- 4.2 The institution shall provide an on-call room for trainees that is clean, quiet, safe and comfortable, to permit rest during call.
  - a. Toilet and shower facilities shall be present in, or convenient to, the on-call room.
  - b. Computer with access to relevant records, lab, imaging, and reference material shall be present in, or convenient to, the on-call room.
- 4.3 The institution shall provide access to nourishment during all working shifts.
- 4.4 Institutions shall offer security measures to trainees to include hospital grounds, on-call quarters, clinical facilities and parking facilities.
- 4.5 The institution shall provide an appropriate medical records system for access by trainees, with exposure to electronic medical records where available.
- 4.6 Conference rooms shall be available for formal instruction.
- 4.7 Teaching aids shall be provided to facilitate learning, including access to computer, video, and other electronic technologies.
- 4.8 Each training program must provide scope, volume, and variety to meet the program standards and objectives and to allow trainees at all levels to be actively engaged in educational and clinical opportunities.

## H. Library and Educational Resources

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

## I. Core Competency Requirements

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

- a. There must be an Institutional Core Competency Plan developed by the DME, approved and supported by the Medical Education Committee and submitted to the OPTI for review and support and available for the on-site reviews.
  - b. This plan shall describe the methodology used for exposure and presentation to osteopathic trainees, as well as the processes utilized for assessment and evaluation of trainee proficiency.
  - c. The plan shall be updated annually with revision of methods of teaching and evaluation based on continuous quality improvement methodology.
  - d. Teaching of competencies and evaluation of trainee progress shall be based on Competencies 2 – 7 and their required elements into which Competency 1 has been fully integrated.
  - e. Core Competencies in Internships (OGME 1-P and 1-T): General exposure to the Core Competencies must be integrated throughout the OGME 1-P and 1-T curriculum only as an introduction to the specific competencies. Detailed exposure and evaluation is required during the residency program.
  - f. Core Competencies in Fellowship (Subspecialty) Training Programs: Core Competency specific exposure and evaluation is not required in fellowship training programs since it is completed during all base residencies. However, core competencies must be expected to be practiced during all fellowship training programs and considered in their general evaluation.
- 4.3 Program Directors must complete the Program Director’s Annual Evaluation Report for each resident as well as Program Complete Summary – Final Resident Assessment (Core Competency Compliance Program (CCCP) – Part 3), which shall measure proficiency in each AOA Core Competency. The AOA CCCP describes in detail the elements of the required plan as well as methods and options for teaching and evaluation reporting on AOA Annual Report Forms. The core competency requirements bear the same significance in the training of residents as specific clinical knowledge and skills and are necessary for successful program completion and ability to qualify for certification board examination.
- 4.4 A specialty college desiring to substitute its own Program Director Annual Report and/or Final Resident Assessment, rather than AOA required forms, must integrate the AOA Core Competencies and related elements with associated questions into its forms. The substituted sample forms must include program director and resident signatures and be forwarded to COPT for approval to utilize. Those without COPT approval must use AOA forms [as published on the AOA website](#). Copies of the Final Resident Assessment (Program Complete), hard copy or electronic, must be maintained in the resident’s file and the final resident assessment must be forwarded to the OPTI.

## **J. House Staff Manual**

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

- b. Patient care and safety information;
- c. resident supervision policy;
- d. Financial arrangements including salary, housing, meals, uniforms, liability insurance, etc. as per contract requirements;
- e. Duty hours policies;
- f. Leave and vacation policies;
- g. On-call policies;
- h. Moonlighting policies;
- i. Evaluation requirements;
- j. Promotion, graduation and Dismissal policies;
- k. remediation policy;
- l. Due process for disciplinary action including appeal and grievance process.
- m. File retention

## 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. The OGME-1 training year is the initial 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, I;
- 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, I;
- h. Sample trainee evaluation forms



- i. Work hours and leave policy;
- j. Trainee remediation policy.

5.2 **Program Changes:** Approved training programs shall report within 30 days any substantive changes to the AOA Division of Postdoctoral Training, with copies to the OPTI and appropriate specialty college. Substantive changes may include but are not limited to:

- a. Change in program leadership (DME, program director – [forms](#) are posted to AOA Website/Education);
- b. Change in institutional ownership;
- c. Changes in major affiliate institutions (for other than short term rotations);
- d. Significant changes in scope, volume and/or variety available to the training program, including new use of patient population by other training programs;
- e. Change in OPTI affiliation;
- f. Change in institution location;
- g. Institutional merger;
- h. Anticipated program or institution closure.

5.3 **Program Closures:** The training institution shall have written policies which address the following changes:

- a. The training institution shall immediately notify the AOA, its OPTI and its trainees of a program closure or any pending or anticipated reduction in positions, which would impact trainees prior to program completion.
- b. If a training institution anticipates a program closure or decrease in program positions every attempt shall be made to permit the current trainees to complete their training prior to such an action.
- c. If a training institution closes a program or decreases program positions and trainees currently in the program will therefore not be able to complete their training in their current specialty in that institution, these will be known as “displaced trainees.” The training institution shall immediately notify the AOA and the OPTI to aid in placement of the trainees in other AOA-approved programs within that OPTI structure, or when required, in institutions within another OPTI structure.
- d. Institutions applying for a temporary increase to accommodate displaced trainees must apply to the AOA. The increase application fee is waived. Temporary increase positions will be awarded only for the time the displaced trainee is in the program.
- e. The employment contract shall provide for severance pay for two months when institutional program closure or reduction decisions prevent the interns/residents from program completion in that or a geographically proximate program.
- f. If a dually accredited residency program voluntarily or administratively withdraws from AOA approval while continuing approval status is in effect, the existing DO residents shall maintain AOA approval status until completion of existing residents’ training. Any new DO residents will not have AOA recognition.

- 5.4 **Organization of OGME Consortia:** The COPT will, on application, consider organization of new or existing programs as consortium programs. Institutions are directed to the guidelines in Appendix 11.
- 5.5 **Compliance with State and Federal Policies:** All OGME programs shall comply with government requirements for Equal Employment Opportunity (EEO), the Americans With Disabilities Act (ADA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), and other regulations.
- 5.6 **Minimum Requirements for Number of Trainees:** If an OGME program does not contract for the minimum number of trainees required by standards for two consecutive academic years, a warning will be issued and if the requirement is not met by July 31 of the third consecutive academic year the program will be notified by the AOA of lapse effective the following June 30 and will not enter or participate in the AOA Match for the next academic year.
- a. In cases where applicants have been offered written agreements in advance of notification of termination of the program, that agreement will be considered invalid by the AOA and the contract will not be accepted. (See requirements for internship and residency programs below.)
- 5.7 **OPP/OMM in OGME Programs:** AOA postdoctoral programs require the incorporation of osteopathic principles and practice in the evaluation and care of all patients of osteopathic attending physicians as defined by Specialty College Evaluating Committees (SPECS).
- 5.8 **Requirements for OGME Applicants:** To receive credit for AOA-approved OGME training programs, candidates shall:
- a. Have graduated from a COCA-accredited COM.
- b. Be members in good standing of the AOA throughout their training.
- c. Apply for AOA-approved OGME-1 positions through the ERAS.
- d. Apply for AOA-approved OGME-1 positions through participation in the AOA Match.
- e. Sign an annually renewable contract and train with an AOA-approved training institution. The fully executed contract must be kept in the trainee file and a copy provided to each trainee.
- f. Have an appropriate training license consistent with state and local requirements. It is the responsibility of the respective training site to ensure appropriate licensure.
- g. Complete the internship/residency/fellowship.
- 5.9 **Medical Evaluation:** Each trainee shall receive a medical evaluation and routine laboratory studies as required by the training institution at the beginning of training and periodically as indicated.
- 5.10 **OGME-1 Structure:** OGME-1 is completed through one of the following, dependent on specialty college requirements:
- a. OGME-1R, Residency

This is the first year of residency training in specialties where the OGME-1 year is incorporated into the Residency (Option 1). Educational content is set by the respective specialty colleges as approved by the AOA and is supervised by the institutional residency program director. On-site review is conducted with the residency review.

b. OGME-1P, Preliminary Internship

This is the first year of training preliminary to residency training in specialties requiring a preliminary tracked internship year (Option 2). Educational content is set by the respective specialty colleges as approved by the AOA. OGME-1P trainees are supervised by the institutional intern program director. On site review will be conducted with the internship. This is an internship year.

c. OGME-1T, Traditional Internship

This is the first year of training preceding residency training in specialties requiring a traditional internship (Option 3), or unrelated to a residency for trainees who have not yet decided on a specialty and/or who want the option of a traditional internship year. Educational content is set in this section of the *AOA Basic Documents for Postdoctoral Training*. Supervision is by the institutional intern program director, and on site review is conducted as an internship. This is an internship year.

## **B. General Internship Program Requirements (OGME-1P and OGME-1T)**

**Purpose of Intern Training Program:** The internship serves as the link between predoctoral and postdoctoral clinical training and provides a year of maturation and transition from application of predoctoral knowledge to clinical decision-making and skills. Exposure to core disciplines is essential for all physicians, whether the ultimate training goal is to practice as a generalist or specialist. In addition, osteopathic medicine has always promoted primary care exposure as a basis for eventual continued study in any specialty. The core disciplines include internal medicine, family medicine, general surgery, obstetrics/gynecology (female reproductive medicine), pediatrics and emergency medicine.

- 5.1 At least one AOA-approved residency must exist in any institution with an AOA-approved internship. OGME-1 Preliminary or Traditional internships can only occur in an institution with a residency program.
- a. All OGME-1P internships must only occur in the same or affiliated institutions with a residency program in the associated Option-2 specialty.
  - b. Any Option 2 specialty residency must have present in the same or affiliated institution an associated OGME-1P internship.
  - c. All OGME-1T rotating internships must only occur in institutions with an AOA-approved residency present.
  - d. Any Option 3 specialty residency must occur in an institution with an OGME-1T internship or be affiliated with an institution with an OGME-1T internship, or Family medicine or Internal Medicine residency.
  - e. The affiliated institutions must provide academic oversight of AOA standards compliance by its MEC and DME.

- 5.2 **Minimum Number of Interns (OGME-1 P and OGME 1-T)**
- a. The institution must have a minimum of four approved intern positions and participate in the AOA Match program annually.
  - b. An internship program may be approved for less than the four required positions provided that it is functioning in coordination with an (ACGME) accredited training program. Overall educational objectives can then only be met where there is a combined total number of trainees (DO and MD) of at least four.
- 5.3 If an institution with a single OGME-1P internship, affiliated with an Option 2 AOA-approved residency program, and without an ACGME program, cannot comply with the minimum number of four interns, a request for individual consideration must be submitted to the COPT by the sponsoring OPTI and training institution.
- a. The request shall include justification for the program's continuation and a detailed description of the integration of the first year of training ("internship") into the Option 2 residency.
- 5.4 **Period of Service:** The minimum period of service for the completion of an OGME-1P or OGME-1T program is 52 weeks. Internship training may be extended by a maximum of three months or twelve (12) weeks to successfully meet requirements.
- 5.5 **Orientation:** At the beginning of the intern training program, the training site shall conduct a formal orientation to all the details of the program description.
- 5.6 **Level of Effort:** OGME trainees are to devote their entire professional effort to the educational program. While interns may participate in private, professional or clinical practice related to the structured educational experience to which they are assigned, they shall not receive compensation for such activities.
- 5.7 **Credit for Prior Training:** OGME-1P/OGME-1T interns may be granted up to three (3) months of credit for previously, satisfactorily completed ACGME-approved training. The three (3) months shall be verified by the program director through contact with the prior program director and documented in writing. This credit, approved by the program director and medical education committee (MEC) of the training institution, shall be reported immediately to the AOA Division of Postdoctoral Education, Trainee Services, and to their OPTI.
- 5.8 **Curriculum and Instruction Requirements:** The internship shall be characterized by a broad range of supervised inpatient and outpatient clinical experiences with a patient population with a wide spectrum of health problems.
- a. Opportunity for education in a broad range of medical/surgical experiences shall be provided.
  - b. Education shall take place in both inpatient and outpatient settings and incorporate formal and informal methodology.
  - c. Each rotation shall provide scope, volume, and variety to allow trainees to meet standards and program objectives.
  - d. Other clinical teaching resources, both in- and outpatient, must meet the program objectives.

- e. The DME must indicate the schedule for each intern entering the program.

### **C. Requirements for OGME Year One Traditional (OGME-1T)**

#### 5.1 Specific rotational requirements shall include the following:

- a. At least six months of training rotations in any of the following core disciplines. General internal medicine, general surgery, family medicine, pediatrics, obstetrics/gynecology (ambulatory gynecology) and emergency medicine;
- b. No less than two months of rotations in inpatient general medicine;
- c. One month rotation in emergency medicine;
- d. At least one month in family medicine in an ambulatory site or one-half day per week for a minimum of 46 weeks of ambulatory exposure in a family medicine continuity-of-care type practice site.
- e. No more than three months of elective rotations which must be approved by the internship program director.
- f. All remaining time may be scheduled at the discretion of the internship program director.
- g. No more than one month may be spent in non-clinical experience (research, scholarly pursuits, administration, etc.).
- h. The OGME- 1T curriculum shall include educational instruction in the following disciplines: pathology, radiology, and didactic anesthesiology

#### 5.2 **OGME 1-T Curriculum Components** shall include the following:

- a. Osteopathic principles and practice shall be incorporated throughout the program, which includes structural and palpatory diagnosis, and osteopathic manipulative treatment with diagnosis and treatment documented on charts of patients of osteopathic physicians.
  - i. Educational exposure and evaluation in the Core Competencies must be integrated and documented throughout the training curriculum.
- b. Bio-psycho-social behavioral knowledge and skills shall be taught in both formal and informal settings throughout the internship, including such factors as medical sociology, doctor/patient/family communications, crisis recognition and intervention, the effects of psycho-social components of health status, interviewing skills, anxiety/depression recognition and management, and substance abuse care.
- c. Each intern shall receive exposure to anesthesiology, pathology, radiology and other disciplines related to the clinical practice of medicine. See C.5.1 h.
- d. Educational goals and objectives shall be defined for each rotation and included in the intern-training manual.
- e. The intern shall be expected to develop high-quality medical record skills, which includes:
  - i. Obtaining and recording the patient history;

- ii. Performing and recording the results of the physical examination, including the use and application of osteopathic principles and practice;
  - iii. Stating the working diagnosis for each assigned patient;
  - iv. Writing daily progress notes that are dated, timed, signed, and identify trainee internship status.
- f. Interns shall follow assigned hospital patients from admission to discharge or change of service, documented by the daily progress notes.
  - i. An appropriate faculty member shall review the notes.
- g. OGME-1T interns must maintain intern procedure logs to be kept in the permanent trainee file.
- h. These procedure logs and the associated patient charts shall be subject to review by AOA program reviewers.
  - i. Trainees shall be advised to permanently keep copies of all procedure logs, and institutions shall retain all procedure logs.
- i. In-hospital intern instruction shall consist of regular daily rounds with bedside teaching.
  - i. On in-hospital rotations, the intern shall make rounds with the attending and resident staffs, preferably on a daily basis.
  - ii. Daily rounds shall consist of systematic instruction, including discussion of the patient history, physical and laboratory findings, and diagnosis and treatment.
- j. Under faculty supervision, the intern shall be given increasing responsibility requiring application of clinical judgment.
  - i. In institutions conducting clinical clerkships, the duties and responsibilities and supervision of students and interns shall be clearly defined, commensurate with ability and stage of training.
- k. Clinical conferences shall be scheduled regularly for trainees.
  - i. A record must be kept of conference topics and of trainees in attendance and available at the time of the on-site review.
- l. The trainee shall participate in appropriate hospital committees and staff activities that evaluate patient care.
- m. Interns shall participate in a reading program, demonstrated by reporting current medical opinions concerning types of cases similar to those on the assigned service or by reviewing special topics at staff conferences or journal club meetings.
- n. The faculty must provide continuity in the clinical teaching of pre-operative, intra-operative and post-operative services involved in various surgical procedures.

#### **D. Requirements for OGME Year One Preliminary (OGME-1P)**

- 5.1 The OGME-1P training year provides exposure to core disciplines as well as the specialty. The OGME-1P *does not* grant residency credit in the specialty; it only fulfills OGME-1 requirements and is a prerequisite for the OGME-2 year. (See Appendices 2-7.)
- 5.2 OGME-1P trainees must maintain intern procedure logs to be kept in the permanent trainee file.

#### **E. ACGME or Military Training Eligibility Requirements and Application Procedure**

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

- 5.1 Graduates of COMs who participate in ACGME-accredited required military programs will be reviewed by the Association of Military Osteopathic Physicians and Surgeons (AMOPS). Recommendation is made to the PTRC for final approval or denial.
- 5.2 Candidates must be a member in good standing of the AOA.
- 5.3 The residency and/or fellowship program in which the candidate trained, or is training, must be accredited by the ACGME at the time training occurred.
- 5.4 Candidates must submit a completed application, with all required documentation, to the AOA Division of Postdoctoral Training. Applications are available on the AOA website located on the Education home page and student/resident clearinghouse. Applications will be initially reviewed by the trainee services staff in the Division of Postdoctoral Training. If additional review is needed, PTRC will grant final approval or denial. Denial actions can be appealed.
- 5.5 **AOA Recognition of ACGME PGY1 and Military Training**

- a. The candidate must have completed an AOA-approved postgraduate year (PGY1) training year or qualify through the AOA pathway.
- b. The ACGME program must submit documentation to the AOA for evaluation of core rotations for the first year of training. Rotations will be compared to the traditional rotating internship or the OGME-1 specialty. Training that does not match existing AOA rotational requirements, will be submitted to the PTRC for review.
- c. The ACGME program director must submit signed verification to the AOA indicating that the applicant has successfully completed the PGY1 year.
- d. The applicant must participate in one osteopathic educational activity selected from the following options:
  - i. If the applicant is currently in residency training, prepare and present an original osteopathic clinical presentation to their peer residents and faculty at

- the ACGME program where they are training which is verified by the program director and submitted to the AOA.
- ii. If the applicant has completed ACGME residency training, prepare and present a presentation at a Category 1-A CME sponsored program in a specialty area that includes an osteopathic component.
- iii. Provide a certificate for attending an educational program from a recognized AOA Category 1-A CME sponsor for a minimum of 8 CME credits.
- iv. Develop a research paper on a clinical or educational topic in osteopathic medicine that is suitable for publication in the JAOA or other osteopathic publication.
- e. For military PGY1 training recognition, a copy of duty orders must be submitted.
- f. Applicants must gain approval of their ACGME PGY1 year before recognition of the entire ACGME training can be recognized by the AOA.

#### 5.6 **AOA Recognition of ACGME PGY2 and Beyond Training**

- a. AOA recognition of the subsequent years of ACGME training require that the applicant must have successfully completed an osteopathic internship but selected an ACGME-accredited residency or successfully completed an ACGME-accredited PGY1/military training and received recognition from the AOA. Successful completion of the entire ACGME residency is required.
- b. AOA recognition of ACGME-accredited fellowship training require that both PGY1 and residency training be successfully completed and/or recognized by the AOA, as well as successful completion of the fellowship program.
- c. The ACGME program director must submit signed verification to the AOA indicating that the applicant has successfully completed the entire ACGME residency and/or fellowship program

### **F. General Residency Program Requirements:**

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

- 5.1 All Option 2 specialty residencies must have present in the same or affiliated institution an OGME-1 Preliminary or Traditional Rotating Internship.
- 5.2 Residents must have successfully completed COMLEX USA-3 prior to entry into the OGME-3 year.
  - a. The training program shall not issue an OGME-3 contract or allow the trainee to continue training until COMLEX USA-3 is passed. Specialty affiliates shall not grant training complete status until the trainee completes COMLEX USA-3 and all subsequent requirements of the necessary training years.



- b. All programs must provide a written report to their OPTI administration indicating the names of all OGME-2 trainees who have not passed COMLEX USA-3 through either failure or non-participation by May 1 of each year.
  - c. All OGME-3 contracts issued to OGME-2 trainees prior to the start date of the OGME-3 contract year must contain language “contingent on passing COMLEX USA-3.”
  - d. Trainees who enter OGME-3 without meeting this requirement shall not receive credit for any time served between onset of the year and documented date of passing COMLEX USA 3. In addition, programs must indicate in TIVRA the extension of the anticipated completion date.
- 5.3 Any combined (dual specialty) residency programs must have present in the same or affiliated institution an AOA-approved residency in both base specialties.
- 5.4 **Elements of Residency Training Programs** shall include the following:
- a. Residency shall lead to AOA board certification eligibility in accordance with specialty standards.
  - b. Residency programs shall provide training in appropriate clinical application of basic science knowledge.
  - c. The residency shall demonstrate compliance with a proficiency in the AOA Core Competencies.
  - d. The incorporation of osteopathic principles and practice is required in the evaluation and care of all patients of osteopathic attending physicians. The osteopathic structural examination must be documented on patients of osteopathic attending physicians.
    - i. Osteopathic principles and philosophy must be utilized in the care of all patients and evaluated by the program director through resident evaluations.
  - e. Supervision of residents must be provided on a graduated basis based on evaluation of individual knowledge and skill (See Section VII, I: Trainee Supervision Policy).
    - i. The supervising physician shall be responsible for determining the activities the trainee will be allowed to perform within assigned levels of responsibility and for being available to the trainee.
  - f. Residents shall participate in hospital committees and staff activities that evaluate patient care.
  - g. Residency programs shall budget funds and time to permit residents to attend educational meetings as required by the specialty college.
  - h. The patient volume of a residency training program must be sufficient to properly train a *minimum* of three residents in accordance with the specialty standards requirements. Interaction between the three residents, the department, the certified program director, and an adequate number of other qualified specialists will ensure a challenging, stimulating, and successful residency.

- 5.5 **Requirements for OGME Year One Residency (OGME-1R):** OGME-1R rotations shall be defined in specialty standards. The OGME-1R year provides exposure to required core disciplines as well as a specialty focus.
- 5.6 **Minimum Numbers Requirements for Residency Program:** The required minimum number of AOA-approved and funded residency positions is three.
- a. A residency training program may be approved for fewer than the three required positions provided that program is integrated with an ACGME accredited training program with at least three years of accreditation. Overall educational objectives may be met with the combined DO and MD trainees and as long as the combined program has at least three total (DO and MD) trainees. The following exceptions apply:
    - i. Any new residency program approved for the minimum requirement of three residents may fill the program over a period of up to three years. The lapse process will start after the program has had the opportunity to participate in Match for three years.
    - ii. Any specialty or subspecialty (fellowship) which requires initial completion of a base specialty as entry criteria and/or for certification or certification of added qualifications (CAQ) recognition, may maintain a minimum of less than three residents to qualify for entry.
    - iii. A residency training in combined specialties (e.g. internal medicine/pediatrics, family medicine/emergency medicine, etc.) may meet the requirement for the minimum of three residents jointly between the base program and the combined residency in each specialty counting each trainee as 0.5 of a resident position in each of the combined specialties.
  - b. AOA-approved programs that cease to have trainees for two consecutive academic years must be reviewed by their OPTI for academic viability and potential assistance, with a report submitted to the AOA Division of Postdoctoral Training.
- 5.7 **Advanced Standing Requests:** A resident may, with the approval of the program director, petition the specialty college any time during the first residency year only for advanced standing credit in his/her current residency program for previous training taken in the same specialty or a different specialty in an approved osteopathic or ACGME training program. Decisions on advanced standing must be made by the specialty college evaluating committee within 60 days of receipt and are the sole purview of the specialty college evaluating committee and may not be appealed. Procedures shall be defined by the specialty college. All advanced standing awards granted by SPECs must be reported within 15 days of action to the AOA for dissemination to the OPTI, trainee, program director and training institution DME. Residents must apply for advanced standing within 9 months of the start of training.
- 5.8 **Resident/Fellow Responsibilities** shall include the following:
- a. A trainee must complete the current level of OGME training in order to advance to the next training level.
  - b. The resident/fellow must actively participate in the education and training of students and other trainees at a level commensurate with required skills.

- c. The resident/fellow shall pursue exclusively the agreed-upon program of training.
- d. The resident/fellow must abide by the laws, rules, and regulations of the professional staff, the terms of the hospital contract, and other guidelines established by the hospital.
- e. The resident/fellow shall attend specified staff meetings as required by the specialty college.
- f. The resident/fellow must maintain a satisfactory record of work performed as required by the specialty college.
  - i. Records of procedures performed or other documents as specified by the specialty college must be maintained by the resident/fellow and kept in the trainee's file as a permanent part of the record.
  - ii. These logs and the associated patient charts shall be subject to review during on-site reviews.
- g. Reports shall be submitted as required to the program director for review and verification.
  - i. Copies of these records shall be filed with the hospital medical education administration and be available at the time of inspection.
- h. Residents/fellows shall meet all specialty college requirements, including annual reports, in-service examinations, research requirements, etc.

5.9 **Outside Rotations:** The training institution shall monitor the oversight of outside rotations for quality.

- a. The resident shall remain under contract or agreement to the training institution or organization throughout the outside rotation.
- b. The resident's training log at the training site shall be included in his/her log at the training institution.
- c. A written evaluation of the resident's performance must be submitted by the on-site supervising physician to the training institution.
- d. The training institution may arrange for up to a total of six consecutive months of training at an outside rotation to supplement the residency program. Outside rotations in excess of six consecutive months must receive prior approval by the specialty college and PTRC.
- e. The total number of outside rotations in a residency program shall be determined by the training institution. In no case shall the maximum aggregate time spent in outside rotations be more than one half the time of the program unless approved by the specialty college and the PTRC based on quality criteria in compliance with the core competencies.
- f. The training institution must monitor the outside rotations annually either at annual program review or at another time specified by the institution.

## SECTION VI. POSTDOCTORAL LEADERSHIP REQUIREMENTS

Directors of Medical Education (DME), Institutional Educational Officer (IEO), Administrative Director of Medical Education (ADME), Program Director (PD), and Faculty

### 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 Institution & Internship Evaluation Committee (IIEC).
  - 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.
- 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. Graduate of a COCA-approved COM;
  - b. AOA Board certification, or within three (3) years (if board certified by the American Boards of Medical Specialties [ABMS]) through a recognized AOA pathway;
  - c. Member in good standing of the AOA;
  - d. Member in good standing of AODME;
  - e. Minimum three years practice experience demonstrating leadership, initiative or administrative experience;
  - f. Minimum three years' experience as teaching faculty member in an OGME program or college of osteopathic medicine;
  - g. 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. Serve as the Intern Program Director, unless an Intern Program Director is separately designated;
  - f. Ensure the completion of all evaluations, quarterly meetings and requirements of the internship and residency programs;
  - g. Manage all applicable affiliation agreements, documents, and correspondence related to AOA programs;
  - h. Manage the Internal Review process with the medical education committee (MEC);
  - i. Prepare the Core Competency plan as described in Sec. I.4.3;
  - j. Prepare and present an annual report on the “state of AOA educational programs in the institution” to the Medical Staff and Governing Board, with a copy to the OPTI. Copies of annual reports shall be available for on-site reviews. The annual report will review the activities of the Medical Education Committee and programs with attention to:
    - i. The supervision, responsibilities, and evaluation of interns, residents, and fellows;
    - ii. Compliance with the duty hour standards in training institution and at affiliated institutions;
    - iii. The training institution’s internal review activities;
    - iv. Outcomes of safety initiatives, patient care quality improvement and interprofessional teams where trainees are core members;
    - v. Progress on the Core Competencies and identified goals for the program(s) for the new year .
  - k. Participate in process where resources, including budgetary resources, are allocated for program support;
  - l. Annually attend an AODME and/or AOA OME conference for educational faculty development.
    - i. The DME may send the ADME or Chair of the Medical Education Committee in lieu of their attendance to an AODME or an AOA OME conference once per three year cycle. The DME must attend all other times and meet the attendance requirement.
- 6.4 The training institution must notify the AOA Division of Postdoctoral Training of any change in appointment of DME within 30 days, with copy to the OPTI. A change in DME may result in an immediate re-inspection of the internship. The IEC will review and approve appointments and DME changes are reported to the PTRC.

**B. Institutional Educational Officer/ Administrative Director of Medical Education**

- 6.1 Each institution shall have an Institutional Educational Officer (IEO) and in addition, may have an Administrative Director of Medical Education (ADME)
- 6.2 There must be an Institutional Educational Official who is appointed by training institution.

- a. Responsibilities of the IEO may be assigned to the DME, ADME or other qualified individual. If assigned to an ADME or other qualified individual, that individual shall report to the DME.
- 6.3 The IEO/ADME shall have the following specific qualifications:
- a. DO degree or MD degree, or advanced degree or equivalent experience in education, organizational design, research methods, program evaluation or related fields;
  - b. Minimum of 3 years' experience in graduate medical education.
- 6.4 The IEO/ADME shall have the following specific responsibilities:
- a. Authorized point of contact for all official communication from the AOA regarding education programs, AOA Match, TIVRA, ERAS, "Opportunities," annual fees and all official communication from AOA Division of Postdoctoral Training;
  - b. Complete all correspondence, data, and electronic registration requests from AOA, OPTI, AACOM and specialty colleges in a timely manner;
  - c. Review and manage all internal requests for information, documentation, data requests for the OGME programs;
  - d. Other responsibilities as assigned by the DME.
- 6.5 The training institution must notify the AOA Division of Postdoctoral Training within 30 days of appointment, with copy to the OPTI.

### **C. Program Director**

- 6.1 There shall be an osteopathic program director appointed for each approved OGME program with approval by the specialty college.
- 6.2 The training institution shall appoint a program director for each OGME program and provide that individual with a written job description. A program director may serve as the DME.
- a. The institution must notify the AOA Division of Postdoctoral Training of any changes in program director appointment within 30 days. The specialty college will review and approve appointment.
- 6.3 The program director must have adequate institutional support, which may include financial, in-kind, staff or other resources to meet program standards. Compensation may vary in accordance with institutional resources and may be individually determined.
- 6.4 The program director shall only serve as the director of one OGME program in the same specialty. However, the program director may serve as joint program director in both a base specialty residency and a fellowship program, with specialty college approval. The PD may serve as DME but not as the program director of more than these two academic entities.
- 6.5 The Program Director shall have the following specific qualifications:

- a. Be a DO or a MD who is board certified by either the AOA or ABMS if documented that a qualified DO is not available. Where such exceptional circumstances exist, the Specialty College Education and Evaluation Committee (SPEC) shall recommend appointment by the PTRC for a three (3) year period. This period may be extended by the PTRC at the recommendation of the SPEC, if exceptional circumstances continue to be documented.
  - b. Possess AOA or ABMS certification in the appropriate specialty or sub-specialty;
  - c. Possess membership in the AOA and the appropriate osteopathic specialty college;
  - d. Have practiced in an appropriate specialty area for a number of years as determined by the specialty standards;
  - e. Have 3 or more years of experience as faculty in an AOA- or ACGME-accredited training program;
  - f. Maintain clinical practice and teaching involvement in the respective specialty;
  - g. Be attitudinally suited to conduct a training program;
  - h. Meet the continuing medical education (CME) requirements of the AOA and the specialty college;
  - i. Attend educational meetings as designated by the specialty college, or, if not so designated, either the Osteopathic Medical Education Leadership Conference (OME) or the annual meeting of the Association of Osteopathic Directors and Medical Educators (AODME) on a yearly basis or attend faculty development in accord with the specialty college trainers meeting.
- 6.6 The program director shall be formally evaluated by the DME not less than annually in a fashion prescribed by the program. If the PD is also the DME, than the administrator that the DME reports to will conduct the evaluation. The program director shall have the following specific responsibilities:
- a. Attend required educational programs sponsored by the specialty college for the development of program directors;
  - b. Fulfill the responsibilities of the AOA specialty standards;
  - c. Be available to the trainees and have active clinical practice privileges at the training institution;
  - d. Oversee scheduling, curriculum development, training and evaluation of trainees;
  - e. Conduct periodic evaluations of each trainee in accordance with specialty requirements;
  - f. Conduct an annual program review and present findings as well as goals for upcoming year to the MEC including to but not limited to faculty development, research and curriculum;
  - g. Participate on the education committee of the training institution;
  - h. Participate in recruiting and selecting candidates;
  - i. Develop training policies and curriculums;
  - j. Develop the training schedule to meet the curriculum requirements, including outside rotations as necessary;

- k. Counsel trainees in academic and/or disciplinary matters;
- l. Prepare for the on-site program review;
- m. Participate in OPTI educational activities;
- n. Assess compliance with trainee competencies and skills development requirements;
- o. Recommend satisfactory program completion of trainees to specialty college;
- p. Provide the trainee with all documents pertaining to the training program requirements and expectations;
- q. Submit reports to the DME and annual reports on each resident to the specialty college as required;
- r. Participate with the DME in developing the Institutional Core Competency Plan and support education and evaluation in each competency to each trainee.

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

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

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

- 6.1 Each training institution must have a fully functioning Medical Education Committee (MEC).
- 6.2 The committee shall work to maintain and improve program quality.



- a. The education committee shall include the DME, all program directors at the institution, patient quality assurance representative, administrative representation, and peer-nominated trainee representatives;
  - b. Representatives from major affiliate institutions shall be members of the education committee and shall be strongly encouraged to attend the education committee meetings when logistically possible;
  - c. There shall be verifiable evidence of communication between the MEC and representatives of major affiliate institutions where attendance at the monthly meetings is not feasible;
  - d. The MEC shall meet at least 10 months of the year and minutes of meetings will be maintained, signed by committee chair and available for on-site reviews;
  - e. The MEC shall approve affiliations within the scope of AOA policies and procedures (see Sec. IV, A);
  - f. The MEC shall be responsible for the Internal Review process as outlined in Sec. IV, E;
  - g. The MEC must establish a written policy to monitor duty hours and moonlighting compliance, and will monitor reports of violations to its OPTI OGME committee on request.
  - h. Meetings where attendees are not interacting in real-time, for example “paper meeting” do not count toward the 10 required meeting months
- 6.3 The committee shall be organized to assist the DME in developing and implementing a high-quality educational program for trainees.
- a. The committee shall, in cooperation with the DME, develop a curriculum and methods to evaluate the educational experience of the interns and residents during training.
  - b. The MEC shall review and approve modification to the ICCP and program director annual residency report.
- 6.4 The committee shall review program, faculty, intern, resident, and fellow evaluation processes, as well as ensure program modification by specialty and program director as needed in accordance with evaluation results.

## **SECTION VII. TRAINEE (INTERN/RESIDENT/FELLOW) REQUIREMENTS**

### **A. Trainee Appointment Agreements**

- 7.1 The training institution shall ensure that trainees are provided with a fully executed annually renewable contract. (A sample contract is provided in Appendix 10)
- a. If referenced, the full explanation of the below mentioned items shall be noted in the house staff manual and documented as supplied to each intern/resident.
  - b. Contract shall specify the training program the resident is entering. The contract shall designate the specialty residency program or internship program.
- 7.2 The contract shall outline the terms and conditions of their appointment and shall include or make reference to the following items:
- a. Intern/resident/fellow responsibilities;
  - b. Duration of appointment (annual);
  - c. Financial support;
  - d. Conditions under which living quarters, meals, laundry are provided;
  - e. Conditions for reappointment and promotion;
  - f. Mutual release clause;
  - g. Grievance and due process procedures;
  - h. Professional liability insurance;
  - i. Liability coverage for claims filed after program completion;
  - j. Insurance benefits;
  - k. Leave of absence policy;
  - l. Sick leave policy;
  - m. Policy on effects of leaves on satisfying criteria for program completion;
  - n. Duty hour policies and procedures;
  - o. Policy on moonlighting;
  - p. Policy on other professional activities outside the program;
  - q. Counseling, medical, psychological support services;
  - r. Policy on physician impairment and substance abuse;
  - s. Policy on sexual harassment;
  - t. Policy on closure of hospital/training programs or reduction in approved trainee positions.
- 7.3 A written statement of benefits must be attached to the contract and a copy provided to the trainee.

- 7.4 The fully executed contract shall be maintained in the individual trainee file.
- 7.5 Institutional human resource policies may be applicable to trainees at the discretion of the training institution.
- 7.6 The institution shall not require a trainee to sign a non-competition guarantee.

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

- 7.1 Training institutions shall provide all trainees with financial support and benefits to achieve required educational objectives.
- 7.2 AOA credit may be granted to osteopathic graduates in approved, but non-salaried, residency positions, provided that the residency program contracts to provide the same benefits (including professional liability insurance) to residents in salaried positions at no costs to such resident(s).
- 7.3 Candidates for AOA approved programs shall be informed in writing of the terms, conditions and benefits of their appointment, to include salary and other benefits (e.g. medical benefits, life and disability insurance, professional liability, vacation, sick, leaves of absence and academic).
  - a. These benefits must comply with state, federal and local laws.
  - b. Benefits such as moving expenses, living quarters, meals or laundry must also be addressed.
- 7.4 The training institution must ensure that trainees are provided with professional liability coverage for the duration of their training.
  - a. Such coverage shall include protection against awards from claims reported or filed after completion of training and only applicable to actions occurring within the assigned scope of responsibilities for the approved program.

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

- 7.1 The institution must publish its leave policy in the house staff manual.
  - a. The AOA Division of Postdoctoral Training/Trainee Services must be notified in writing of the training extension, with copies to the OPTI and specialty college. A copy must be maintained in the trainee's file.
  - b. All AOA-approved programs must offer a minimum of 10 business days (Monday through Friday) per contract year of vacation time and provide a maximum of 20 business days (Monday through Friday) per contract year of vacation, professional, sick or other leave as granted by the DME, unless such leave is designated by federal, state, training institution or union regulations. Required educational programs, OPTI programs, or specialty college programs will not be counted against those days.
    - i. In such cases, federal, state, institution and/or union regulations shall supersede these policies for each contract year of training.

- c. No more than 20 business days per contract year of leave may be granted for any purpose without extending the program.
  - d. If trainee is given a leave of absence for reasons of maternity, physical or mental disabilities and returns to duty, he/she may continue the training to completion.
- 7.2 The DME/program director has the authority to extend the trainee contract for a period of up to 3 months for leave, illness or remediation purposes without requesting approval for overlap of trainee numbers from the specialty college and/or PTRC. Any overlap in excess of 3 months shall require advance approval and be reported to the AOA Division of Postdoctoral Training, specialty college(s) and OPTI. A copy must be maintained in the trainee's file.
- 7.3 The training institution shall assist the trainee in obtaining confidential counseling, medical, and psychological support services when indicated, including physician impairment assistance.

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

- 7.1 Institutions must complete a standard AOA contract for each matched student, and send it within 10 working days after receipt of the match results to the student for signature. The contract shall be completed as outlined in the Match rules, and returned to the training institution within thirty days.
- 7.2 Any contract violation by an institution shall be reported immediately to the AOA Division of Postdoctoral Training.
- 7.3 Contract requirements must be met in full. Violation of the contract by a trainee may result in the loss of credit for time served in the program.
- 7.4 A trainee who breaches his or her contractual commitment prior to the start of training shall not serve in an AOA-approved program for a period of twelve (12) months following the date of the breach. A trainee who breaches the trainee contract during his/her training shall not serve in an AOA-approved internship or residency until the beginning of the following training year (effective July 1<sup>st</sup>).
- 7.5 The AOA is not a party to any contractual disputes between trainee and the training institution.

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

- 7.1 The institution may discontinue the training of an OGME trainee who is considered to be academically, educationally, temperamentally, ethically or otherwise unsuited to participate or continue in the program.
- 7.2 Prior to termination of a trainee contract, the institution must provide the trainee with appropriate due process, personal and/or academic counseling.
- a. There must be written documentation of deficiencies and attempts to resolve these concerns.

7.3 In the event that a contract requires termination due to loss of AOA program approval the training institution and the OPTI shall make an effort to place the trainee in other established AOA-approved programs.

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

Complaint procedures are established to:

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

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

- a. Policies shall address academic and disciplinary actions that could jeopardize a trainee's appointment and/or career and must address the non-renewal of contracts, termination of program, and academic failure of clinical services rotations.

7.2 These policies and procedures shall address adjudication of complaints and grievances related to the hospital, program or staff.

7.3 The procedure for filing an official complaint begins with informal consultation. Each complainant must initially attempt to resolve any differences or problems with the specific program, training institution or OPTI through direct dealings. A complaint to the AOA should only be made after these attempts at resolution have been unsuccessful or where a trainee is concerned about retribution.

7.4 A complainant may seek informal consultation, or may file a formal complaint, with the AOA Division of Postdoctoral Training regarding a program or institution concerning a violation of AOA approved standards.

7.5 A formal complaint shall meet the following criteria:

- a. The complainant shall present information concerning an alleged violation of AOA-approved standards. The information shall be accurate and well documented with documentation where possible.
- b. The complainant shall document efforts to resolve the problem through appropriate program, training institution, or OPTI channels. Where such measures are not possible, the complainant shall state reasons.
- c. The complainant shall include information about any other actions initiated to resolve the problems.
- d. The complaint shall be presented in writing to the AOA Division of Postdoctoral Training and signed by the complainant. The complainant's identity shall be held in confidence at all times.

- 7.6 The OPTI shall be notified, unless contraindicated by an individual situation, and asked to provide an assessment of the allegations to the AOA within thirty (30) days.
- 7.7 If the complaint warrants further investigation AOA will notify the complainant, in writing, that the complaint has been accepted for further investigation. AOA will also notify the complainant in writing if a complaint has not been accepted for further investigation.
- 7.8 If AOA ascertains that a complainant has instituted litigation against the program, institution or OPTI concerning the complaint, no action shall be taken while the matter is subjudice.
- 7.9 If AOA determines that a complaint warrants investigation, a further review will be initiated within 30 days by the COPT, together with the OPTI's assessment. The COPT will consult other education council leadership where appropriate, and may take any of the following actions based on the findings of the investigation:
  - a. No action;
  - b. Determine whether a focused visit is warranted and will refer to PTRC or COPTI;
  - c. Monitoring for a one year period followed by a focused site review;
  - 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 COPT;
- 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.
  - 7.8 In cases where a trainee is engaged in patient responsibility which cannot be interrupted at the duty hour limits, additional coverage shall be assigned as soon as possible by the attending staff to relieve the trainee involved. Patient care responsibility is not precluded by the duty hours policy.
  - 7.9 The trainee shall not be assigned to in-hospital call more often than every third night averaged over any consecutive four-week period. Home call is not subject to this policy, however it must satisfy the requirement for time off. Any time spent returning to the hospital must be included in the 80 hour maximum limit.
  - 7.10 At the trainee's request, the training institution must provide comfortable sleep facilities or provide another mechanism for a resident to return home (e.g. cab fare) to trainees who are too fatigued at shift conclusion to safely drive.
  - 7.11 The ACGME Duty Hours Policy may be substituted for the AOA Duty Hours Policy.

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

- 7.1 Any professional clinical activity (moonlighting) performed outside of an official residency/fellowship program will only be conducted with the permission of the program administration (DME/program director) and must not interfere with the resident's/fellow's didactic or clinical performance.
  - a. A written request by the resident/fellow must be approved or disapproved by the program director and DME and be filed in the institution's trainee file.

- b. This policy must be published in the institution's house staff manual. Failure to report and receive approval by the program may be grounds for terminating a resident's/fellow's contract.
- 7.2 If moonlighting is permitted, hours shall be inclusive all duty hour requirements work limit and must be reported and monitored by the MEC.
- 7.3 OGME-1 trainees shall be prohibited from moonlighting.

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

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

- 7.1 Supervision shall be provided on a graduated basis as the trainee progresses through the training program, based on evaluation of individual knowledge and skill as well as institutional policy, program and specialty college requirements.
- a. The supervising physician shall be responsible for determining the activities the trainee will be allowed to perform within the context of the assigned levels of responsibility, and for being available to the trainee.
  - b. Trainees shall be responsible for seeking consultation when it is clinically indicated, based on the trainee's level of training and institutional policy.
- 7.2 Institutions must provide supervision and patient care in accordance with national and state guidelines and policy and specialty basic standards of required skills at various training levels.
- 7.3 Trainees must have reliable access to supervision and evaluation consistent with their level of competency throughout their training period. Trainees are responsible to the program director and supervising physicians for assignment of responsibility, supervision and evaluation.
- 7.4 Trainees shall participate in supervision of other trainees at lower levels of OGME as defined in the program manual in their respective specialties.
- 7.5 During night on-call hours, trainees must have on-call access to attending or on-call physician assistance and supervision regarding patient care.
- a. The attending physician shall be required to review trainee-provided patient care given during on-call periods and participate in evaluating this care with the trainee.

### **J. Trainee Licensure Requirements**

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



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

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

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

## **L. Training Certificates of Completion**

- 7.1 On satisfactory completion of an OGME-1P or OGME-1T year the institution and OPTI shall jointly award the intern certificate.
- 7.2 Upon completion of a residency/fellowship the institution and OPTI shall jointly award the certificate.
- 7.3 Upon satisfactory completion of the OGME-1R year the institution shall issue a letter of completion to each trainee in the appropriate specialty, for licensing purposes, and with a copy to the OPTI.

a. The letter must read as follows:

To Whom It May Concern:

This letter is to verify that \_\_\_\_\_, DO successfully completed all requirements of an American Osteopathic Association (AOA) approved OGME-1 Year\* at (Institution, Institution Number, Program Number). The program dates for Doctor \_\_\_\_\_ were (contract start date – contract end date).

If you have any questions, please feel free to contact me at \_\_\_\_\_.

Sincerely,

(Director of Medical Education)

\*Osteopathic Graduate Medical Education (OGME)-1R, Residency: This is the first year of residency training in specialties utilizing the Option 1 format. Educational content is set and supervised by the respective specialty colleges as approved by the AOA.

- 7.4 The trainee completion certificate shall confirm the successful fulfillment of the program requirements, completion date of the program, the name(s) of the training institution, program director(s), the OPTI, and the AOA institution number and program number.
- 7.5 Copies of certificates must be kept in the trainee file and available for on-site review.
- 7.6 If a trainee transfers programs, only the institution where the trainee completed his/her training shall report the completion on a certificate.
  - a. All other institutions shall only award a certificate for the time served in a respective residency.

## SECTION VIII. EVALUATION

Evaluation of OGME programs approved by the AOA is conducted through a system of on-site reviews, recommendations by Institution & Internship Evaluation Committee (IIEC) or specialty college evaluating committees (or SPECs), and actions of the Program and Trainee Review Council (PTRC), with policy oversight by Council on Postdoctoral Training (COPT). 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. Approval of New OGME Programs

- 8.1 Applications shall be submitted to the AOA Division of Postdoctoral Training. Incomplete applications may result in deferral or delay in the program approval process. Required [application forms](#) for new internship and residency/fellowship programs are posted to the AOA website.
  - a. Institutions applying for new programs will apply for the trainee positions for the entire training program. All positions applied for must be funded positions.
- 8.2 Applications shall be signed by an authorizing official of the training institution and the CEO/CAO of the OPTI partner of that institution.
- 8.3 Affirmation of the institution OPTI agreement must be filed with the application.
  - a. If no OPTI agreement is on file for the institution, or for programs where the OPTI partner will be other than the institution OPTI partner, a new OPTI affiliation agreement must be filed with the application.
- 8.4 New program applications are copied to the IIEC for review and recommendation to the PTRC for approval or denial. A pre-approval inspection must be conducted to verify that required elements to support OGME training are present.
- 8.5 Application for an internship program (OGME-1T or OGME-1P) requires that an AOA-approved residency exist at the same institution, or that a residency application be submitted with the internship application. Application for an Option 2 or Option 3 residency requires that an AOA-approved OGME-1P or OGME-1T internship program exists at the same institution, or that such an application be submitted with the residency application unless the associated internship is to be conducted at an affiliated institution.
- 8.6 No program shall be considered approved until receipt of official notification of PTRC action. No recruitment efforts and/or offers of position are allowed prior to receipt of this notification.
  - a. Osteopathic trainees in an ACGME approved program when AOA approval is received will be considered to have been enrolled in an osteopathic program and will receive AOA credit for the entire training period.

- i. Each program, regardless of the number of approved positions, will receive an automatic temporary approval of up to the number of DOs in the program at the time of approval, until completion of training for those DOs in the program at that time. For all training years thereafter, only the approved number of positions will be accepted.
- 8.7 New programs are approved for one-year with an on-site review within one to three years of the beginning of training, depending upon specialty specific standards. New programs have three years in which to begin to meet the minimum numbers requirements. If no trainees have begun training at the beginning of the third academic year following approval, the AOA will take action to lapse the program.
- 8.8 AOA-approved programs shall not be transferred between institutions. If an institution wishes to apply for a new program due to closure of an existing program, a new application must be filed.

## **B. Application for Position Increases**

- 8.1 Programs that wish to increase the number of positions in an AOA approved program must file an increase application form and be submitted to the AOA Division of Postdoctoral Training. Incomplete applications may result in delay in the program approval process. [Applications](#) are available on the AOA website.
  - a. Programs on probationary status may not apply for a position increase.
  - b. Positions applied for must be funded positions.
  - c. Programs will not be eligible for an increase until receipt of its first re-approval.
- 8.2 A temporary program increase will be considered by PTRC after approval by the OPTI and specialty college prior to the first onsite review.
- 8.3 Permanent increase will be considered by PTRC after first on-site review.
- 8.4 Applications shall be signed by an authorizing official of the training institution and the CEO/CAO of the sponsoring OPTI of that institution.
- 8.5 New program applications are copied to the IIEC or the SPEC for review and recommendation to the PTRC for approval or denial.
- 8.6 No increase shall be considered approved until receipt of official notification of PTRC action. No recruitment efforts and/or offers for increase positions are allowed prior to receipt of this notification.

## **C. Review of Currently Approved Programs and Institutions**

- 8.1 Programs and institutions shall participate in on-site reviews according to cycles determined by the PTRC and/or the AOA Division of Training Program Review Services. 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.

- 8.2 The training institution shall perform a self-study for the intern/residency/fellowship 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 Division of Training Program Review Services no later than four (4) weeks prior to the scheduled on-site review date.
- 8.3 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.
- 8.4 Training institutions shall actively participate in on-site reviews, and shall incur all associated costs. Concurrent with regularly scheduled residency and/or internship site reviews there will be an institutional review. Institutional reviews will result in a continuing approval term based on the percentage the institution scores. Training institutions must achieve a score of 80% or greater in order to be awarded a five year approval for their institution. If less than 80% they have a year to correct the deficiencies or the programs based at that site will be subject to closure.
- 8.5 All AOA resident and intern training programs, that score 71% - 100%, based on site review standards compliance scoring, be awarded a fixed five year accreditation. Those programs at or below 70% will be recommended for a 1 year probation status. All cited program deficiencies require evidence of implementation of corrective action within a 6 – 9 month period, after PTRC and specialty college approval of corrective action plan as per current AOA policy. OPTIs must report on OPTI OGME Committee approval or denial of documentation of implementation to AOA PTRC of correction of all deficiencies.
- 8.6 OPTIs must be notified regarding internal complaints of its programs, to review and attempt to resolve the issue before reporting complaints to Specialty College and PTRC.

#### **D. On-Site Reviewers**

- 8.1 Institutions, residency program and intern program reviews are conducted by the AOA site review team which are AOA staff members of the Department of Education. An observer from the specialty college may also accompany the professional reviewer.
- 8.2 The AOA site review team shall not participate in the final approval decision or recommendation of the IIEC/SPEC beyond providing a written report and crosswalk. It is the primary responsibility of the reviewer to validate the information provided by the program and its compliance with training requirements. The site review TEAM shall conduct interviews with administration, faculty, and trainees to accurately report on the various aspects of the educational program. The reviewer should not be viewed as a consultant to the program and should not be expected to provide feedback or recommendations to the program or conduct a formal exit interview.
- 8.3 The AOA site review team shall submit a written report to the AOA within 15 days of the on-site review. AOA will copy the IIEC or SPEC for consideration by their respective evaluating committees. Inspection reports shall contain the findings on the degree of compliance with training standards within the educational programs, and other information required by the PTRC.

## E. Program Actions of the PTRC

- 8.1 The AOA Board of Trustees has authorized the PTRC to review all intern and residency programs to evaluate the review team's findings and recommend approval or denial. The processes and decisions of the PTRC are governed by the [\*Handbook of the Program and Trainee Review Council\*](#) (available for review on the AOA Website).
- a. Approval actions, terms of approval, probationary approvals, and denials of approval are described in detail in the *Handbook*.
  - b. Any specialty specific deviations in recommended years of approval for new programs or for continuing approval must be fully described in the specialty basic standards.
- 8.2 The IIEC and/or the SPEC shall review materials submitted to them for recommendations on program approval actions. Recommendations to the PTRC shall be based on the findings of on-site reviews and related materials.
- a. From the date that inspection reports are submitted to them, the IIEC or SPEC has 90 days to respond to the PTRC. If a response is not received, the PTRC has the authority to review the inspection report and take final action.
- 8.3 Program approval commences with the date of the PTRC meeting specified in the notification letter and remains in effect until the next formal action is taken by the PTRC. The date of next on-site review is stated in each continuing approval letter.
- a. Continuing approval does not lapse due to the passage of time.
- 8.4 The AOA approval letter with cited deficiencies shall be sent to the program, IIEC/SPEC and OPTI within two weeks of the PTRC decision
- 8.5 Probationary approval actions may be taken as defined in the *Handbook*. Probationary actions are assumed to be for one-year without the ability to recruit unless otherwise stated in the PTRC action. Any program receiving a probationary action without the ability to recruit will be blocked from participation in ERAS and the AOA Match unless an appeal is filed at the AOA and accepted.
- a. Probationary continuing program approvals by the PTRC must be copied to program trainees, as well as to the DME, training institution, and sponsoring OPTI.
  - b. Notification to trainees shall be made by the Division of Postdoctoral Training 60 days after the program has been informed of the one-year approval of continuing approval. The 60 day time period allows the program an opportunity to appeal the action of the PTRC before trainees are notified.
  - c. Any institution with an AOA-approved training program that selects trainees but does not participate in that year's AOA Match will be placed on probation for one year and may not recruit potential candidates during that probationary period.
- 8.6 Denial actions may be taken as defined in the *Handbook*.
- a. Institutions denied approval for an OGME program shall be notified immediately following the PTRC meeting and may request an appeal before the BOE Appeal Committee.

- b. Any active OGME program that is denied approval shall not be permitted to contract with new trainees. In the event of an appeal, no new contracts may be executed during the appeal process.
- c. Denial of continuing approval to a training program shall be effective on June 30 one year from the end of the academic year in which the PTRC action occurs. PTRC reserves the right to establish an earlier termination date as appropriate.
- d. Program denial actions by the PTRC must be copied to the program trainees as well as to the DME, training institution, and sponsoring OPTI. Notification to trainees shall be made by the Division of Postdoctoral Training. 60 days after the program has been informed of the one-year approval of continuing approval. The 60 day time period allows the program an opportunity to appeal the action of the PTRC before trainees are notified.
- e. Ambulatory and continuity clinic requirements in the primary care specialties in AOA programs which are Health & Human Services (HHS) grant funded Teaching Health Centers (THC) or rural programs be permitted to be interpreted and reviewed consistent with the requirements and intent of the HHS, THC grant programs.

#### **F. Progress Reports, Reconsiderations and Corrective Action Plans**

- 8.1 The PTRC may request a progress report from a program. The PTRC will specify the exact information to be provided and a specific due date for the report. The progress report must be reviewed and signed by the OPTI officer and the training institution's DME.
- 8.2 A program may request a reconsideration of a program review by PTRC only if an error in fact is noted in the citations of the original decision.
- 8.3 Corrective action developed and reported after the site visit and re-approval decision is not allowable as an explanation for reconsideration of a prior program decision.
- 8.4 The program shall respond to its OPTI OGME Committee with a corrective action plan to address the deficient requirement(s) within forty-five (45) days of receipt of approval letter.
- 8.5 The OPTI will review and approve the plan and submit it to the AOA within thirty (30) days of receipt of the Corrective Action Plan. If a Corrective Action Plan is received by the AOA and has not been reviewed and signed by the OPTI, the AOA will forward the Corrective Action Plan to the OPTI.
- 8.6 AOA will forward the Corrective Action Plan within 10 business days to the IEC or SPEC.
- 8.7 The SPEC will review the corrective action plan within forty-five (45) days or at their next evaluating committee meeting, whichever is sooner, and forward a recommendation to accept to the AOA, which will notify the program of the action. If the IIEC or specialty college has not taken action on the corrective action plan within 45 days, the OPTI and program shall move forward with implementing the corrective action plan. Recommendations to deny approval of a corrective action plan will be reviewed by the PTRC.

- 8.8 The program/institution must submit documentation of the implementation of their corrective action plan to the OPTI within nine (9) months of acceptance of the plan by the SPEC. Failure by the program to supply the OPTI with adequate documentation will be cited as a program deficiency by the OPTI and reported to the AOA.
- 8.9 AOA will notify PTRC of program non-compliance with the corrective action process, and sanctions may be applied. All program actions will be copied to the IIEC or SPEC, and the OPTI.
- 8.10 The OPTI shall have authority and responsibility to approve validation of the program's evidence of implementation of corrective action plan and report their approval to the AOA and relevant SPEC.

### **G. Evaluation of Trainees**

- 8.1 All components of a trainee's program must be evaluated. This evaluation must be related to the educational objectives of the program and shall include clinical experiences, intellectual abilities and skills, attitudes and interpersonal relationships and progress in core competency achievement.
- 8.2 At the completion of each rotation the appropriate faculty member shall evaluate the trainee. This evaluation shall be signed by the assigned faculty member and the trainee; reviewed by the DME/program director, and maintained on file in the medical education office.
- 8.3 The DME and the education committee shall verify the satisfactory performance of every intern on a quarterly basis and all other trainees semiannually to ensure that educational objectives are being met.
- 8.4 The program director shall review trainee performance at least quarterly with each intern and semiannually with each resident unless required more frequently by the specialty affiliate. This must be documented in writing with performance assessment, recommendations, and acknowledgement by signature of trainee.
- 8.5 Prior to early termination of a contract, the institution shall provide the trainee with appropriate written warning and counseling. The assigned faculty member is responsible for documenting deficiencies and attempting to resolve concerns with the trainees, including potential remediation for deficiencies.
- 8.6 In cases of early termination of a contract, the DME/program director shall provide the trainee with documentation regarding which rotations, if any, were completed satisfactorily. In cases of early termination or unsatisfactory completion of a contract, the AOA Postdoctoral Division and/or specialty college and OPTI must be promptly notified and the terminated contract submitted to AOA.
- 8.7 If the trainee transfers into another institution's training program of the same specialty, the receiving program director has the authority to determine which, if any, satisfactorily completed rotations from previous AOA-approved program(s) will be accepted. Additionally, the transfer shall be in accordance with the respective specialty college's basic standards and approval.

- 8.8 At the completion of each residency training year, the program director must complete either the AOA Program Director's Annual Evaluation Report (CCCP Part 3) or the specialty-specific COPT approved report. Copies must be maintained in the resident's file.
- 8.9 At the completion of each residency training program, the program director must complete the AOA Program Complete Summary – Final Resident Assessment (CCCP Part 3) unless the specialty specific form has been approved by COPT in lieu of the AOA form or use a specifically designed form approved by the OPTI and is still subject to review of appropriate reflection of competency completion at the time of inspection. Copies must be maintained in the resident's file and forwarded to the OPTI.

#### **H. Evaluation of Training Programs and Faculty**

- 8.1 While the training program contains an important patient service component, it must be primarily an educational experience. This educational mission must not be compromised by an excessive reliance on trainees to fulfill institutional service obligations. To monitor this educational process, provision should be made for various levels of program evaluation. The results of these evaluations should be used to continually improve the program.
- 8.2 At the completion of each rotation, the trainee shall evaluate the educational experience and the faculty. These evaluations shall be reviewed by the program director and maintained on file by the program director/DME. Evidence of evaluations and their review must be available during on-site review.
- 8.3 The program director shall review each rotation evaluation monthly. The program director shall determine the amount of work being required of the trainees to ensure that they are not overburdened with routine responsibilities and that they have the opportunity to observe a sufficient variety of cases and to achieve all educational goals and objectives. These evaluations shall be reviewed with the appropriate individuals or departments.
- 8.4 The MEC shall evaluate the intern training program quarterly. When necessary, the committee shall approve affiliations within the scope of AOA policies and procedures and evaluations must be available during program on-site review.



## SECTION IX. STANDARDS FOR ACCREDITATION OF OPTIs

This section defines the accreditation standards against which OPTIs are evaluated for accreditation by the AOA Council on Osteopathic Postdoctoral Training Institutions. 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*.

Standards marked with a double asterisk (\*\*) shall be considered a “must meet” standard. (See Appendix F of the *OPTI Accreditation Handbook* for additional information).

### A. Prerequisites for Accreditation

- 9.1 \*\* OPTI shall be a formally organized entity.
- 9.2 \*\* OPTIs shall have at least one member hospital; all hospitals must be accredited or licensed.
- 9.3 \*\* OPTI shall include membership of at least one COM accredited by the Commission on Osteopathic College Accreditation (COCA).
- 9.4 OPTI by-laws shall require each training institution supporting OGME to meet AOA institutional training standards for membership. See Section IV.A. and Glossary.
- 9.5 \*\* All member institutions of the OPTI must have an affiliation agreement with the OPTI.
- 9.6 The OPTIs bylaws shall state that its members have the right to free association with other AOA-approved educational consortia, institutions or OPTIs.
- 9.7 \*\* Each established OPTI shall academically sponsor a minimum of two AOA approved residency programs, at least one of which is in the following specialties: family medicine, general internal medicine, obstetrics and gynecology, general surgery or general pediatrics.
- 9.8 Each OPTI shall include opportunities for osteopathic student clerkship experiences.
- 9.9 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.

### B. Organization, Governance and Finance

- 9.1 The OPTI shall define, through strategic planning, its mission, goals, objectives, and outcomes.
- 9.2 The governing body of the OPTI shall define the organizational structure of the OPTI.

- 9.3 An OPTI shall collaborate with its member COM(S) to ensure a continuum of education for medical students and trainees.
- 9.4 The OPTI must declare in the by-laws or equivalent documents whether governance is through a direct or delegate representation for each OPTI member.
- 9.5 The OPTI's bylaws or equivalent documents shall require any member institution to notify the OPTI central site office of any substantive change that member has made.
- 9.6 The OPTI shall develop a reporting and communication process with all of its member institutions.
- 9.7 The OPTI must document site visits to each training institution member no less than annually by the OPTI CAO, Executive Director or administrative designee. See Section IV.A.
- 9.8 Each OPTI shall develop guidelines, policies and procedures that ensure the completion of an internal review at the midpoint between accreditation reviews for every OGME program in all training institutions. See section IV.A. and Glossary.
- 9.9 The governing body shall ensure that its members and officers reveal and report conflicts of interest with respect to the affairs of the OPTI.
- 9.10 Each OPTI shall maintain a permanent and safe system for keeping governance, program accreditation, and resident program verification (including program complete certificates).
- 9.11 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 AOA board certified.
- 9.12 Each OPTI shall publish a list of academically sponsored programs at least annually and assist each program to review and update the AOA Opportunities webpage.
- 9.13 \*\* Each OPTI shall complete and forward to the AOA an annual report on a schedule set by COPTI but no later than October 1.
- 9.14 Each OPTI shall jointly confer, with its training institution(s), certificates of completion on those trainees who have satisfactorily completed the requirements for program complete status.
- 9.15 Each OPTI shall commit financial resources and define a financial plan and budget that is linked to its strategic plan.

### **C. Academic Sponsorship and Oversight**

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

- 9.2 Each OPTI shall have an Osteopathic Graduate Medical Education (OGME) Committee to oversee the postdoctoral training program that meets at least four times per academic year.
- 9.3 The OPTI OGME committee shall include the OPTI CAO, and representation from institutional DMEs, residency program directors, faculty, trainees, and COMs.
- 9.4 A designated representative of the OPTI which academically sponsors a program shall participate in the program and institution inspection review.
- 9.5 The OPTI OGME committee shall have a review process for program Corrective Action Plans submitted by training institutions. The OPTI will have 30 days to review and approve the Corrective Action Plan and forward the approved plan to the AOA.
- 9.6 The OPTI shall have a process to verify implementation of Corrective Action Plans within nine months after the plan is acknowledged by the AOA and SPEC or IIEC. The OPTI will notify the AOA of evidence verification and a record of the evidence of implementation of Corrective Action Plans shall be kept on file with the OPTI.
- 9.7 The OPTI OGME committee shall review and approve each training institution's core competency plan.
- 9.8 Each OPTI OGME committee shall have an OPTI-wide uniform system of continuous improvement in place that includes trainee submission of evaluation of their training programs.

#### **D. Research and Scholarly Activity**

- 9.1 Each OPTI shall require each member institution to establish policies and guidelines that govern scientific research activities in accordance with local, state and federal guidelines.
- 9.2 Each OPTI shall facilitate and provide research education, assistance and resources directly to trainees and institutions to encourage research and to meet the Specialty College requirements.
- 9.3 Each OPTI shall provide in collaboration with its member COM(S), hospitals and other teaching institutions access to basic science and/or clinical research mentorship.
- 9.4 The OPTI shall support and provide a mechanism to recognize trainees who conduct research activities.
- 9.5 The OPTI shall provide budgeted funding for OPTI-wide or program-specific research for its trainees.
- 9.6 The OPTI shall demonstrate its support of trainee scholarly activity.

#### **E. Faculty and Instruction**

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

- 9.2 Operational documents must include faculty and administrative personnel non-discrimination policies in accordance with Section IV, F.4.6 of the *AOA Basic Documents for Postdoctoral Training*.
- 9.3 The OPTI shall delineate, in collaboration with its member COM(S), hospitals and other teaching institutions, a faculty development plan for core faculty and evaluate its effectiveness.
- 9.4 The OPTI shall ensure that a system exists to assess individual core faculty.
- 9.5 Each OPTI and its training institutions shall designate faculty to provide OPP teaching into its learning activities and patient care.

## **F. Trainee Status and Services**

- 9.1 Each OPTI shall ensure the adoption of selection policies and criteria for trainees in accordance with the specific policies and procedures in the *AOA Basic Documents for Postdoctoral Training*.
- 9.2 Each OPTI shall ensure that transfer credit and waiver policies and procedures are applied in accordance with AOA policies.
- 9.3 Each OPTI shall have a system of trainee evaluation that measures and documents progress towards completion of the program including assessment of the AOA competencies.
- 9.4 Trainees shall be provided with a forum for free and open communication to discuss their training or welfare concerns. This forum should have voice through trainee representation on the OGME committee.
- 9.5 The OPTI shall have a system to monitor individual member institution's work hour policies and activities and ensure they follow AOA guidelines.
- 9.6 The OPTI shall provide a means for trainees to report without reprisal, inconsistencies, violations, or disregard for published work hour policies to the OPTI through their designated representative on the OGME Committee.

## **G. Curriculum**

- 9.1 The OPTI shall ensure that each program implements a curriculum specified by the specialty college or internship evaluating committee (IEC) that includes all seven AOA core competencies.
- 9.2 Each OPTI shall make curricular improvements based upon annual trainee evaluations of the program. Where specialty college evaluations are not available, the OPTI shall develop a method of internal evaluations.
- 9.3 The OPTI in collaboration with its member COM(S) shall facilitate the integration of OPP throughout all its AOA postdoctoral programs-

- 9.4 The OPTI monitor outcomes for each training Institution's Core Competency Plan (ICCP) through annual reports to the OPTI OGME Committee.
- 9.5 The OPTI shall participate in the internal review process at each of its sponsored training programs.
- 9.6 The OPTI shall actively assist any sponsored program receiving less than a 71% site review compliance score.
- 9.7 The OPTI shall have a process in place to assist in the development of new osteopathic programs in member institutions including but not limited to completion of program description, development of goal and objective-based curricula, and completion of required AOA accreditation documentation.

#### **H. Facilities**

- 9.1 The OPTI shall coordinate with its member institutions to provide access to learning resources necessary for the delivery of the postdoctoral curricula.
- 9.2 The OPTI shall coordinate with its member institutions to ensure library resources which are available 24/7. Support by-professionally trained librarians shall be provided during normal business hours.

## SECTION X. AOA PROGRAM ACCREDITATION DURING TRANSITION TO SINGLE ACCREDITATION SYSTEM

### 10.1 Revisions to Specialty Basic Standards

The specialty college must provide documentation to COPT validating a need for the revisions to their specialty basic standards.

### 10.2 New Program Approvals

New AOA program applications after July 1, 2015 will require evidence of a documented plan for transition to ACGME accreditation.

### 10.3 Increase Approvals

- a. Applications for program increases will require evidence that the program is in a Medicare cap building period or provide other valid rationale (e.g., an increase to comply with ACGME program size requirements or increase to apply and benefit from other public sources of funding) to warrant the increase in size.
- b. Applications for program increase after July 1, 2015 will require evidence of a documented plan for transition to ACGME accreditation.

### 10.4 ACGME Accreditation Status

- a. The ACGME accreditation status of AOA OPTIs, institutions, or programs (pre-accreditation, continued pre-accreditation, initial accreditation contingent, initial accreditation, etc) is considered a substantive change and requires reporting to the AOA, SPEC, and OPTI as required by Standard A.5.2.

### 10.5 AOA Program Actions

The PTRC has the ability to place a program on probation with or without the ability to recruit.

- a. AOA training programs may not accept trainees beyond the date in which the trainee can complete the program by June 30, 2020 if the program has not made application for program accreditation by the ACGME. The program may only participate in the AOA Match, or in other contracting arrangements such as signing outside the Match, if such application has been submitted by the dates indicated in Chart A below.

**Chart A**

Length of Training (Years)	Specialty	Program must stop accepting trainees if no ACGME application is submitted by:
One	Traditional Rotating Internship Aerospace medicine NMM +1	January 1, 2019 (Last Match Feb. 2019)
Two	Child and Adolescent Neurology Child and Adolescent Psychiatry Occupational/environmental medicine Public health and preventive medicine	January 1, 2019
Three	Dermatology Family Medicine Internal Medicine NMM/OMM (including preliminary year) Pediatrics Proctologic Surgery	January 1, 2018

<b>Length of Training (Years)</b>	<b>Specialty</b>	<b>Program must stop accepting trainees if no ACGME application is submitted by:</b>
Four	Anatomic Pathology and Laboratory Medicine Anesthesiology Emergency Medicine FM/NMM ** IM/NMM ** IM/Pediatrics Neurology OB-GYN Ophthalmology (including preliminary year) PMR (including preliminary year) Psychiatry	January 1, 2017
Five	Diagnostic Radiology (including preliminary year) EM/FM ** EM/IM ** General Surgery Orthopedic Surgery Otolaryngology & Facial Plastic Surgery Radiation Oncology (including preliminary year) Urological Surgery	January 1, 2017
Seven	Neurological Surgery	January 1, 2017

\*\* With the exception of IM/pediatrics, combined (and integrated) programs must submit a curriculum to the appropriate AOA and/or ABMS certifying boards for approval (after parent programs have applied for ACGME accreditation) in order to accept trainees beyond the deadline date in the chart.

- b. AOA fellowship programs that do not apply for ACGME accreditation cannot accept new trainees after July 1 of the year in which the fellow can complete their training by June 30, 2020. Programs may participate in matching or signing fellows if such application has been submitted by the dates indicated in Chart B below.

**Chart B**

<b>Length of Training (Years)</b>	<b>Sub-Specialties</b>	<b>Program must stop accepting trainees if no ACGME application is submitted by:</b>
One	Addiction Medicine Anesthesiology-Pain Management Cardiac Electrophysiology Critical Care-Surgery Dermatopathology Forensic Pathology Forensic Psychiatry Geriatric Medicine-FM	January 1, 2019

Length of Training (Years)	Sub-Specialties	Program must stop accepting trainees if no ACGME application is submitted by:
One	Geriatric Psychiatry Geriatrics-IM (Clinical Track) Gynecologic Oncology Hand Surgery Hospice And Palliative Medicine Interventional Cardiology MOHS Micrographic Surgery Musculoskeletal Oncology Neurophysiology Orthopedic Sports Medicine Otolaryngic Allergy Pain Medicine Pediatric Anesthesiology Pediatric Dermatology Pediatric Radiology Sleep Medicine Sports Medicine Transplant Hepatology Undersea And Hyperbaric Medicine Vascular/Interventional Radiology	January 1, 2019
Two	Adult And Pediatric Allergy And Immunology Cardiothoracic Surgery (Independent Program) Correctional Medicine Critical Care-Medicine Emergency Medicine Services Endocrinology General Vascular Surgery Geriatrics-Internal Medicine (Academic Track) Infectious Diseases Medical Toxicology Nephrology Oncology Pediatric/Emergency Medicine ** Pulmonary Diseases Rheumatology	January 1, 2019
Three	Cardiology Female Pelvic Med/Reconstructive Surgery Gastroenterology Gynecological Oncology Hematology & Oncology Maternal Fetal Medicine Neonatal Medicine Pulmonary-Critical Care Reproductive Endocrinology Plastic Surgery (Independent Program)	January 1, 2018

See footnotes under Chart A



**c. Program Eligibility For 2019 AOA Match / Accept New Trainees That Would Complete Training After June 30, 2020**

- i. Programs that can participate in the 2019 AOA Match / accept trainees that would complete training after June 30, 2020:
- Programs with both AOA and ACGME accreditation;
  - Combined/integrated programs acknowledged by ACGME;
  - Internship programs that have applied for ACGME accreditation by 1/1/19 or receive a waiver from PTRC;
  - Nmm+1 programs that have applied for ACGME accreditation by 1/1/19 or receive a waiver from PTRC; and
  - Fellowship programs 1-year-in-length that have applied for ACGME accreditation by 1/1/19 or receive a waiver from PTRC.
- ii. Programs whose 2019 AOA Match eligibility / ability to accept trainees that would complete training after June 30, 2020 will be determined on a case-by-case basis by PTRC at its august 2018 meeting (see standard 10.6.a and 10.6.b):
- Programs with a status of continued pre-accreditation; and
  - Programs with a status of initial accreditation contingent upon sponsoring institution initial accreditation.
- iii. Programs that cannot participate in the 2019 AOA Match / accept trainees that would complete training after June 30, 2020 (unless a waiver is granted by PTRC):
- Programs with pre-accreditation (except internships, one-year fellowships, and nmm+1 programs);
  - Combined/integrated programs not acknowledged by ACGME; and
  - Programs approved by PTRC after July 1, 2015 not accredited by ACGME.

**10.6 Continued Pre-Accreditation Status**

a. Program continued pre-accreditation status: AOA programs that do not have ACGME initial or continued accreditation as of May 1, 2018 must work with their OPTI and sponsoring institution to develop and submit a plan by June 1, 2018 in order to participate in the 2019 AOA Match / accept trainees that would complete training after June 30, 2020. The plan must include:

- The number of instances the program has been reviewed by the ACGME review committee;
- Areas not in compliance (citations) as well as any citations that have been resolved;
- How the program plans to address all citations and achieve initial accreditation;
- An estimate of when the program will be reviewed again by the ACGME review committee; and
- Whether the program has utilized the AOA's application assistance program.

The plan will be reviewed by the Specialty College Evaluating Committee (SPEC) and PTRC for approval of recruitment eligibility at its summer 2018 meeting. This does not negate continued application for ACGME initial accreditation.

b. Institution continued pre-accreditation status: AOA institutions that do not have ACGME initial or continued accreditation as of May 1, 2018 must work with their OPTI

and sponsoring institution to develop and submit a plan by June 1, 2018 in order to participate in the 2019 AOA match / accept trainees that would complete training after June 30, 2020. The plan must include:

- The number of instances the institution has been reviewed by the ACGME review committee;
- The number of programs affected by the institution's continued pre-accreditation status;
- Areas not in compliance (citations) as well as any citations that have been resolved;
- How the institution plans to address all citations and achieve initial accreditation;
- An estimate of when the institution will be reviewed again by the ACGME review committee; and
- Whether the institution has utilized the AOA's application assistance program.

The plan will be reviewed by the Internship and Institution Evaluating Committee (IIEC) and PTRC for approval of the institution's program recruitment eligibility at its summer 2018 PTRC meeting. This does not negate continued application for ACGME initial accreditation.

- c. Institutions and programs that receive continued pre-accreditation from the ACGME review committee twice must utilize the AOA's application assistance program.
- d. AOA programs that do not have ACGME initial or continued accreditation as of July 1, 2019 must work with their OPTI and sponsoring institution to develop and submit a plan by September 1, 2019 for the potential transfer of all trainees to an ACGME accredited program or to teach out the remaining trainees under the AOA's restricted accreditation authority. The plan will be reviewed by the Specialty College Evaluating Committee (SPEC) and PTRC for approval at its November 2019 PTRC meeting. This does not negate continued application for ACGME initial accreditation.

## 10.7 ACGME Application Status

- a. Any AOA approved programs that have not submitted an application for ACGME accreditation by July 1, 2016 will have the following information displayed on the Opportunities website:  
"This program has not submitted an application for ACGME accreditation."  
In addition, the AOA staff will notify the appropriate specialty college and OPTI.
- b. Any AOA approved programs that submit an application for ACGME accreditation by July 1, 2016, or that are dually-accredited, and that submit an application for ACGME Osteopathic Recognition by July 1, 2016, will have the following information displayed on the Opportunities website:  
"This program has submitted an application for ACGME Osteopathic Recognition."  
This information will be updated annually and in addition, the AOA staff will notify the appropriate specialty college and OPTI.

## 10.8 Exemptions

PTRC has the ability to approve exemptions to Section X policies on a case-by-case basis.

## 10.9 Expedited Appeal

Training programs have 30 days after the date of the decision letter from the PTRC with which to appeal a Standards X decision. Appeals of Standards X decisions will go directly to the AOA Board of Trustees for final decision. The filing fee for appeals remains the same as under the standard appeals process.

### OGME-1 Options Grid

Option 1 (OGME-1R)	Option 2 (OGME-1P)	Option 3 (OGME-1T)
Anesthesiology	Diagnostic Radiology	Dermatology
Emergency Medicine	Neuromusculoskeletal Medicine and OMM	Public Health and Preventive Medicine
Family medicine and OMT	Ophthalmology	
Family medicine/ Emergency Medicine	Pathology	
General Surgery	Physical Medicine and Rehabilitation	
Integrated Family medicine / NMM	Radiation Oncology	
Internal Medicine		
Internal Medicine / Emergency Medicine		
Internal Medicine / Pediatrics		
Neurological Surgery		
Neurology		
Obstetrics and Gynecology		
Orthopedic Surgery		
Otolaryngology/Facial Plastic Surgery		
Pediatrics		
Psychiatry		
Urological Surgery		
Proctologic Surgery		

## APPENDICES

### Rotation Requirements for Internship Options (OGME-1 P and OGME-1 T)

All internship options may be scheduled as twelve one-month or thirteen four-week rotations. Note that all monthly rotation requirements do not equal four weeks and therefore weeks and months may seem unequal.

#### **Appendix 1: Rotating Internship Required Rotations (OGME-1T)**

The traditional rotating internship is utilized by those graduates who are undecided as to career specialty direction or those entering residencies which require a broad-based general rotating internship as a preliminary entry requirement.

1. At least six months of training rotations in any or all basic core disciplines. These include general internal medicine, general surgery, family medicine, pediatrics, obstetrics/gynecology (ambulatory gynecology) and emergency medicine.
2. No less than two months of exposure in general internal medicine.
3. One month exposure in emergency medicine at the base or an affiliate training site.
4. At least one month in family medicine in a hospital or ambulatory site or one-half day per week for a minimum of 46 weeks of ambulatory exposure in a family medicine continuity of care type practice site.
5. No more than three months of elective exposure adequate to meet the individual needs of the interns and approved by the DME/internship program director.
6. All remaining time may be scheduled at the discretion of the training institution.
7. No more than one month may be spent in non-clinical experience (research, scholarly pursuits, administration, etc.).
8. Exposure must occur to the support disciplines of pathology, radiology, and anesthesiology. This may occur directly by rotation or indirectly by formal didactic conferences and/or exposure while on medical and surgical services. This exposure must be verified on intern logs.

**Appendix 2:  
Preliminary Internship Diagnostic Radiology Required Rotations (OGME-1P)**

1. One month Emergency Medicine
2. One month Family Medicine
3. Two months Surgery
  - a. One month General
  - b. One month Orthopedic
4. Two months Internal Medicine
  - a. One month general
  - b. One month ICU
5. One month Pediatrics
6. One month Obstetrics and Gynecology
7. One month elective
8. Three months Diagnostic Radiology

**Appendix 3:  
Preliminary Internship Neuromusculoskeletal Medicine /  
Osteopathic Manipulative Medicine Required Rotations (OGME-1P)**

1. One month Emergency Medicine
2. One month Family Medicine (may also be met in ½ day per week Family medicine continuity clinic for no less than 46 weeks)
3. One month General Surgery
4. Two months general Internal Medicine
5. One month Pediatrics
6. One month Obstetrics and Gynecology or ambulatory Gynecology
7. Three months electives (one month strongly recommended as OMM)
8. Two months at discretion of program

Osteopathic Principles and Practice are to be integrated across all rotations.

**Appendix 4:  
Preliminary Internship Ophthalmology Required Rotations (OGME-1P)**

1. Three months general Internal Medicine
2. Two months Neurology/Neurological Surgery
3. One month Surgical fellowship (ophthalmology, neurological, vascular, maxillofacial, plastic, general)
4. One month Internal Medicine fellowship (pulmonary medicine, neurology, dermatology, gastroenterology, rheumatology, internal medicine, family medicine)
5. One month Radiology/Neuroradiology
6. One month Emergency Medicine/Trauma
7. One month ICU
8. One month Ophthalmology
9. One month elective (chosen from Internal Medicine or surgical fellowship lists above)

**Appendix 5:**  
**Preliminary Internship Pathology Required Rotations (OGME-1P)**

1. Three months General Internal Medicine;
2. One month Hematology and Oncology;
3. Two months General Surgery;
4. One month Obstetrics and Gynecology;
5. Three months Family medicine;
6. One month Pathology;
7. One month Elective.



**Appendix 6:**  
**Preliminary Internship Radiation Oncology Required Rotations (OGME-1P)**

1. One month Emergency Medicine
2. One month Family medicine
3. Two months Surgery
  - a. One month General
  - b. One month Orthopedic
4. Two months Internal Medicine
  - a. One month general
  - b. One month ICU
5. One month Pediatrics
6. One month Obstetrics and Gynecology
7. One month elective
8. One month Diagnostic Radiology
9. One month Medical Oncology
10. One month Radiation Oncology

**Appendix 7:  
Preliminary Internship Physical Medicine and Rehabilitation Required Rotations  
(OGME-1P)**

1. One month Emergency Medicine
2. One month Family medicine or Internal medicine (may be met with ½ day per week in FM or IM continuity clinic for no less than 46 weeks.)
3. One month General Surgery
4. Two months General Internal Medicine
5. One month Pediatrics
6. One month Obstetrics and Gynecology or Ambulatory Gynecology
7. Three months Electives (one month strongly recommended in Physical Medicine and Rehabilitation)
8. Two months Discretion of Program

**Appendix 8:  
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

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

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

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

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

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

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

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

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

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

4.1

4.2

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

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

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

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

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

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

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

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

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

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

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

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

## **7. AMENDMENTS**

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

## **8. TERM AND TERMINATION**

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

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

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

(PARTICIPATING INSTITUTION)

(TRAINING INSTITUTION)

\_\_\_\_\_  
By: (Name)

\_\_\_\_\_  
By: (Name)

Its: President and Chief Executive Officer

Its: President and Chief Executive Officer

\_\_\_\_\_  
(Name)  
Vice President for Medical Affairs

\_\_\_\_\_  
(Name)  
Vice President for Medical Affairs

\_\_\_\_\_  
(Name)  
Director of Medical Education/Program Director

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

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

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

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

- A. Environment of Training:** Provide a suitable environment for Program training consistent with the standards promulgated from time to time by the AOA in the "Basic Document on Postdoctoral Training" or as stated in the specialty affiliate "Basic Standards."
- B. Designation of Director:** Designate a director and his/her designee to serve as the person or persons responsible for the implementation of this Agreement and for the overall supervision of the Intern/Resident/Fellow.
- C. Intern/Resident/Fellow Involvement.** Provide involvement of the Intern/Resident/Fellow in areas of concern for patient care through appropriate Hospital councils or committees.
- D. Quality Improvement and Risk Management Activities.** The Intern/Resident/Fellow agrees to participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Program Director or Risk Management, and to provide such statistical information as may be required to fulfill the Quality Improvement/Risk Management efforts of the Hospital.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII. Termination

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

1. Professional incompetence of the Intern/Resident/Fellow.
2. Substantial breach of the terms of this Agreement by the Intern/Resident/Fellow.
3. Serious neglect of duty of violation of Hospital rules, regulations or policies by the Intern/Resident/Fellow.
4. Conviction of a crime thought by the Program Director to render the Intern/Resident/Fellow unfit professionally to practice medicine.
5. Conduct by the Intern/Resident/Fellow seriously and clearly prejudicial to the best interest of the Hospital.
6. Unapproved absence of the Intern/Resident/Fellow/Resident/Fellow from the Program.
7. If the Program Director determines that the Intern/Resident/Fellow has materially failed to comply with any specific obligations or intent of this Agreement, he or she shall be authorized to terminate this Agreement or take such disciplinary action, including fines, as may be appropriate, subject to the hearing and review procedure for Intern/Resident/Fellows at the Hospital. Such termination of disciplinary action shall be in writing to the Intern/Resident/Fellow. However, if it is determined that any action by the Intern/Resident/Fellow can seriously affect immediate patient care, a termination or suspension shall become immediate, subject to review.

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

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

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

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

program within the Osteopathic Postdoctoral Training Institution (OPTI).

**VIII. General Provisions**

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

**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. seq., Intern/Resident/Fellow agrees to make available upon the written request of the Secretary of the Department of Health and Human Services or of the Comptroller General or any of their duly authorized representatives, this Agreement and any other books, records and documents that are necessary to certify to the above named the nature and extent of costs incurred by the Hospital for services furnished by Intern/Resident/Fellow for which payment may be made under Medicare, Medicaid or other reimbursement programs. The obligation of Intern/Resident/Fellow to make records shall extend for four (4) years after the finishing of such services pursuant to this Agreement. In the event of a request by the Secretary or Comptroller General for access, Intern/Resident/Fellow agrees to immediately notify and consult with Hospital concerning the response that will be made to such request.

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

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

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

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

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

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

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

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

Intern/Resident/Fellow Signature

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

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

Program Director Signature

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

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

Executive Vice President and Chief Executive Officer Signature

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

## Appendix A

Benefits - Who Receives - Who Pays

### **Paid Time Off**

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

### **Group Health Plan**

#### **2 options:**

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

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

### **Dental Insurance**

#### **2 options:**

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

*Dental PPO* Per Pay Period Payroll Deductions

### **Vision Insurance**

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

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

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

### **Group Life Insurance Plan**

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

### **Short-Term Disability**

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

### **Group Disability**

#### **Insurance Plan**

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

### **Employee Health Service**

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

### **Physical Exam**

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

### **Meals**

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

### **Uniforms**

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

### **ACLS, & CPR Training**

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

### **Annual Education Meeting**

Not available to Intern/Resident/Fellows.

### **Book Allowance**

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

## 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 a 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.** A 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

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

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

1. upholding the sanction
2. imposing a sanction of lesser severity
3. imposing no sanction

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

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

#### **MISCELLANEOUS**

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

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

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

## **Appendix 10: Program Consortium Guidelines for Osteopathic Graduate Medical Education**

An osteopathic consortium is a group of hospitals engaged in AOA approved training in a single or multiple specialties. Whether there are several programs in a specialty or one single program among all participating training sites, each specialty must function only as a single program with a single program description and program director in compliance with AOA standards and will be reviewed at on-site reviews as a single program. AOA guidelines for on-site reviews of these programs will be consistent with appropriate input by specialty college evaluating committees (SPECs). The programs and/or program sites may have evolved initially as multiple individually approved programs at various sites within a system. When applying for consortium status, the request must include rationale for such a structure in order to enhance educational opportunities, improve quality and/or growth potential or improved administrative oversight for compliance with standards.

Specialty college evaluating committees will also be notified by AOA and requested to provide review and input in approval of any consortium. SPECs will also review all program site review reports. Final recommendations to PTRC will be as a single program, regardless of number of sites.

Consortium Model Examples: These are offered as examples only and any others will be reviewed and considered if educationally justified.

- a. Single-specialty consortium involving two or more institutions with a single rotation pattern for the training sites.
- b. Multiple-specialty consortium with all trainees in a specialty rotating through each consortium training institution
- c. Multiple specialty consortium with trainee groups based at separate institutions in the consortium and with a rotation pattern for each group.
- d. “Cluster” groups in A single-specialty consortium for larger programs involving four or more institutions with a rotation pattern for each cluster.

The following guidelines are provided to assist in creating consortia structure:

1. There should be one identified AOA accredited entity (i.e. training institution, sponsor) that ultimately is responsible for the oversight and management of the consortium. The sponsor can be a College of Osteopathic Medicine (COM), a HFAP hospital or as an AOA-accredited part of a health system.
2. The organizational structure, size and geographic area of the consortium must lend itself to appropriate oversight and supervision, with a clearly identified reporting structure for oversight and accountability. The program director has responsibility for the oversight of all aspects of the program especially the training and evaluation of all trainees.
3. Participating institutions in the consortium must be owned and operated by the sponsor in entirety, or must have required affiliation agreements specifying in detail how the consortium



partners are financed, managed, staffed and how reporting structures are maintained. (SEE IV, C, 4.22)

4. Trainee contracts, benefits, academic requirements, and resources must be standard for every trainee within the consortium.
5. All participants in the consortium must abide by AOA Basic Documents and Specialty College Standards without exception.
6. All institutions active in the consortium as training sites must belong to the same Osteopathic Postdoctoral Training Institution.
7. Required program approval documentation and applications will be filed for all sites as a total program. Site specific information i.e. faculty, training conducted/objectives of training at each site and department segregated totals will be made available to specialty colleges upon request.
8. Site reviews of multiple sites of consortia programs will be inspected reviewed jointly/concurrently and citations at one site will apply to the consortium as a whole. In some instances, more than one site visitor may be required.
9. Site directors are associate program directors located at each consortium training site for the respective specialty. They are responsible to the approved osteopathic specialty program director and must be certified in the respective specialty. Flexibility in credentials may be allowed by the specialty college and PTRC provided that the program director and DME meet all the requirements.
10. To ensure the quality of the educational experience of the trainee in programs with multiple sites, there will be at least two residents in rotations at each training site.

## **Appendix 11:** **AOA Plan for Catastrophic Events Affecting Internship and Residency Training**

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

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

**Process and responsibility for intern/resident transfer:** If the institutional educational officer (IEO) and/or director of medical education (DME) determines that a graduate medical education program located in an emergency area cannot continue to train residents due to a national emergency, catastrophic event or natural disaster, the IEO or DME shall notify the Chief Academic Officer (CAO) of its OPTI within five days of the emergency. Within five days of notification, the OPTI CAO shall notify the American Osteopathic Association (AOA) Division of Postdoctoral Training. The AOA Council on Postdoctoral Training (COPT) shall conduct an expedited conference call, whenever practical not to exceed 72 hours, to approve transfer of training. All transfers of affected interns and residents must be initiated immediately and completed within twenty days from the date of COPT approval. It shall be the responsibility of the OPTI to oversee and assist the IEO/DME and program directors of affected programs to assure that the interns and residents are transferred to appropriate programs, either within the OPTI or in other OPTIs, as necessary.

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

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

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

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

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

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

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

## APPENDIX 12: AOA MATCH

### Introduction

Students are matched into residency training positions that begin the following academic year. The match is a binding agreement between a student and an institution.

The following AOA vendors help to facilitate the match:

- Electronic residency application service (ERAS) - this service is used by students and programs to transmit residency application documents. Their website is [www.aamc.org/services/eras/](http://www.aamc.org/services/eras/) and their help desk phone number is (202) 828-0413.
- National matching services (NMS) – this vendor administers the match on behalf of the aoa. Their website is [www.natmatch.com/aoairp](http://www.natmatch.com/aoairp).

### AOA Match

- With a few exceptions (rural track, teaching health center) the following program types are offered in the AOA match: traditional rotating internship; OGME-1 residency; and OGME-2 residency.
- The match is held in February.
- Students must receive their contract from an institution within 10 days after the match. Students must sign the contract and return it to the institution within 30 days.

### AOA Post-Match

- Students who did not match in the main AOA Match can scramble into open residency and fellowship slots.
- Programs can post their open slots on the AOA website: <http://cf.osteopathic.org/aoapostmatch/index.cfm>.
- Students should check AOA Opportunities at [osteopathic.org](http://osteopathic.org) for a listing of updated open training slots.
- Students must receive a contract from an institution within 10 working days upon attainment of a contractual agreement. Also, the student must return the signed contract within 10 working days.

### **APPENDIX 13: PROCESS FOR ADMINISTERING CONJOINT SPECIALTY EVALUATING COMMITTEES**

1. The specialty colleges seeking the establishment of a conjoint training program shall establish a Conjoint Evaluating Committee. The Committee shall be composed of 1-2 members from each participating specialty college. The Committee shall have a minimum of 4 members. A chair will be elected by the committee.
2. The Committees shall be supported by the AOA (with the exception of sports medicine)
3. The function of the Conjoint Evaluating Committee must include:
  - a. program review, including recommendations to the program and trainee review council for continuing approvals, increases, new programs, new program directors, and corrective action plans;
  - b. Trainee review, including approval of training complete status for fellows in osteopathic conjoint programs;
  - c. Standards review, including recommendations to the AOA Council on Postdoctoral Training on basic standards for the conjoint specialties.
4. It is the responsibility of each participating specialty college to obtain a signed letter of agreement from their respective certifying board to participate in a conjoint examination committee.
5. The training standards must include a list of educational and training prerequisites that a trainee must have completed in order for that individual to enter a conjoint training program. The trainee must have satisfactorily completed a residency program in a participating specialty and be AOA board certified or eligible.
6. Training programs shall not be designated as coming from one particular specialty college. All residents or fellows meeting the prerequisites are eligible to apply for a training position regardless of the primary specialty of the program director.
7. Any specialist, who is trained, qualified and recognized (Certified/CAQ) may serve as a Program Director. Any DO who has passed an examination and received a Certification/CAQ in the conjoint specialty is equally qualified as a similar DO from a different participating primary specialty.
8. Any specialty college wishing to become a sponsor in a conjoint training specialty and to permit that specialty's physicians to enter the conjoint training program, may do so at any time, subject to the same requirements and responsibilities as the original participating sponsors on the conjoint education and evaluating committee. Entry into the specific conjoint specialty is also dependent on approval of the BOS for that specialty board to become a member of the conjoint certification board.
9. Non-participation by a specialty college in the conjoint evaluating committee will be reported to the Council on Postdoctoral Training and Bureau of Osteopathic Specialists and may result in removal from the conjoint committee.

## GLOSSARY

**Accreditation** - To recognize a hospital or educational institution as maintaining standards that qualify their OGME trainees for professional practice as a physician.

**Accreditation Council for Graduate Medical Education (ACGME)** - The independent council, approving all allopathic residencies based on compliance with standards, is composed of members of five separate organizations (American Medical Association (AMA), American Hospital Association (AHA), Association of American Medical Colleges (AAMC), American Board of Medical Specialties (ABMS), Council of Medical Specialty Societies (CMS) and charged with on-site review of all approved GME programs, development of institutional training policies.

**Administrative Director of Medical Education (ADME)** - An individual appointed by the institution to provide administrative support for OGME programs. The ADME reports to the DME of the training institution.

**Affiliate Institution** - An institution where selected portions of the OGME training program are conducted. The base (contracting) institution must have a written agreement with the affiliate institution.

**Affiliation Agreement** – An agreement between two or more entities which allows a base training institution to enhance its OGME programs by utilizing other institutions for the purposes of creating and expanding training opportunities.

**Aggregation Agreement** – "*aggregation of FTE limits," "Medicare affiliated group, and "Medicare affiliation agreement"* - These agreements allow qualifying hospitals that share in resident training to apply their FTE resident limits on an aggregate basis and structure resident rotations within a combined "cap". In order to enter into a Medicare affiliation agreement,

- The hospitals must be located in the same urban or rural area or in a contiguous area and share in resident rotations;
- If they are not located in such areas, in addition to sharing in resident rotations, they must be jointly listed as the sponsor or be listed under “affiliations and outside rotations” for one or more programs on the *Opportunities* website.

Or

- The hospitals are under common ownership and share in resident rotations.
- A Medicare affiliation agreement is a signed agreement entered into by hospitals seeking to aggregate their FTE resident caps and filed with CMS and the fiscal intermediaries of each of the hospitals.
- Hospitals seeking to affiliate for cap aggregation purposes must send a written request and a signed, original agreement to their fiscal intermediary and to CMS by July 1 for the contemporaneous (or subsequent) residency training year.
- The request must list all hospitals in the group and indicate that each meets regulation requirements.
- The agreement must be signed and dated by a qualified representative of each hospital and specify the planned adjustments to each individual hospital's IME and DGME counts within the aggregate cap. Adjustments to the IME and DGME counts must be stated separately because hospitals are subject to different FTE counts for each respective cap.
- A Medicare agreement must be for a minimum of one year and may specify adjustments to

each individual hospital cap during the times the agreement is in effect. When the agreement ends, each hospital's FTE cap will revert to the number of FTEs before the agreement.

- Each agreement must be structured so that any positive adjustment for one hospital in the group is offset by a negative adjustment for the other hospital(s) of at least the same amount.
- Hospitals in the group may adjust the FTE counts specified in the agreement at any time up to June 30 of each training year if actual FTE counts are different than those projected in the original agreement.

**American Association of Colleges of Osteopathic Medicine (AACOM)** - Lends support and assistance to the nation's osteopathic medical schools. The organization today represents the administration, faculty and students of its [member colleges](#) in the United States. AACOM's Office of Government Relations keeps Congress and federal policy makers regularly informed of developments in the profession and seeks to sensitize policy makers to the needs of students and osteopathic medical educators. AACOM works in concert with various national coalitions to influence both the legislative and regulatory processes on issues relevant to medical education, and to extend AACOM's presence in Washington.

**American Board of Medical Specialties (ABMS)** - The ABMS oversees the work of the 24 certifying allopathic medical boards, with its main purpose to coordinate information regarding medical specialties and certification in medicine, and to disseminate such information to the public, government and the medical profession.

**American Osteopathic Association (AOA)** - The AOA is the national organization for the advancement of osteopathic medicine in the United States, and the professional association for osteopathic physicians. The AOA accredits the osteopathic internship and residency programs, and healthcare facilities.

**AOA Match (Intern and Resident Registration Program – IRRP)** – Matches OGME programs and applicants to various training programs. This system was developed to provide both the applicants and program directors an opportunity to consider their options for accepting and offering appointments to postdoctoral training programs and to have their training decisions announced at a specific time. All AOA approved programs must participate in the Match.

**Approval** – Official recognition by PTRC of an OGME program as meeting required general and specialty standards for training of osteopathic physicians.

**Association of Osteopathic Directors and Medical Educators (AODME)** - AODME is a professional association that represents the interests of the entire continuum of osteopathic medical education. Its mission is to foster leadership and professional development.

**Basic Documents for Postdoctoral Training** – The documentation of policies, procedures and general requirements which all AOA –approved OGME programs and OPTIs must meet in order to maintain program training approval.

**Bio-psychosocial/behavioral** - The interrelationship of physical, emotional, environmental and behavioral factors as they affect the well-being of the patient.

**Board Certification** - A process by which agency or association grants recognition by examination to an individual who has met certain predetermined qualifications specified by that agency or association.

**Board Eligibility** - Those candidates have successfully completed an approved training program and evaluation process assessing their ability to provide quality patient care in a specific specialty. This creates eligibility status to participate in the specific certification board examination.

**Bureau of Healthcare Facilities Accreditation (BHFA)** – The Bureau is the governing body for HFAP. (See Healthcare Facilities Accreditation Program.)

**Bureau of Hospitals (BOH)** – This Bureau helps hospitals that are accredited by the Healthcare Facilities Accreditation Program (HFAP). It also helps osteopathic graduate medical education (OGME) programs become involved in policy making and advocacy efforts.

**Bureau of International Osteopathic Medicine (BIOM)** – This Bureau promotes the highest standards of osteopathic medical education and practice throughout the world. The Bureau’s vision is acceptance of osteopathic medicine as a complete system of medical care throughout the world.

**Bureau of OGME Development (BOGMED)** – This Bureau provides advice and counsel to the AOA and the OGME Development Initiative. It generates additional interest and support for the initiative; assists in recruiting members for the initiative’s corps of consultants, who counsel and meet with prospective teaching hospitals that have requested AOA assistance; facilitates the development and collection of useful materials for the consultants to use with potential OGME hospitals; identifies potential problem areas or unanticipated needs; and assist the AOA in publicizing the initiative throughout the profession. The initiative is designed to work collaboratively with the OPTIs to provide one-on-one assistance and helpful information to hospitals interested in developing new osteopathic graduate medical education programs. Assistance from the initiative also is available to existing teaching hospitals with programs that are struggling.

**Bureau of Osteopathic Education (BOE)** - The Bureau receives reports from the several AOA educational councils and committees, and acts to assure the AOA Board, and the public, that actions of councils/committees are within the framework of AOA basic documents. The Bureau is the review body for policy documents, policy changes of the COPT and CCME, and works with the BOME, the BOH, the BOSS, and BIOM on matters pertaining to OGME.

**Bureau of Osteopathic Medical Educators (BOME)**– The Bureau’s purpose is to provide medical educators with an enhanced role in AOA educational policy and advocacy and to facilitate interaction between the AOA and medical educators throughout the continuum of osteopathic medical education. It serves as a policy advisor to the AOA on issues affecting osteopathic medical education.

**Bureau of Osteopathic Specialty Societies (BOSS)** – This Bureau provides the AOA specialty affiliates with a direct link and structured opportunities to participate in the AOA’s policy development process. It also provides the affiliates with a forum to exchange information. The Bureau of Osteopathic Specialty Societies is designed for the specialty affiliates to advise the AOA on pertinent issues; to gather and disseminate relevant information; to review and provide input into the AOA House of Delegates’ resolutions; and to educate and mentor each other.

**Business Associate Agreement** – An agreement between AOA and training institutions for purposes of HIPAA compliance. A BAA is also on file with the AOA for every inspector of AOA programs.



**Centers for Medicare and Medicaid Services (CMS) Formerly Health Care Financing Administration (HCFA)** – Entity within the Department of Health and Human Services (HHS) responsible for administering the Medicare program.

**Certification** – A voluntary process intended to assure the public that a certified medical specialist has successfully completed an approved educational program and an evaluation including an examination process to assess the knowledge, experience, and skill requisite to the provision of high-quality patient care in a specialty. Certification boards determine whether candidates have received appropriate preparation in approval residency training programs in accordance with established educational standards, evaluate candidates with comprehensive examinations, and certify those who have satisfied the board requirements.

**Certification of Added Qualifications (CAQ)** – Additional training of at least one year in length incorporating an identifiable body of knowledge within the broader practice of the general specialty. With completion of a certifying examination in that field, the CAQ requires maintenance of general or special qualification’s certification; certificates read, “Certified in (general field), with Added Qualification in (added field).”

**Certification of Special Qualifications (CSQ)** – CSQ designates additional abilities in limited areas of a general specialty field represented by that Specialty Certifying Board; a CSQ does not require maintenance of the primary certification. Certificates read, "Certified in (subspecialty field)", indicate subspecialty/fellowship, and requires prior attainment of general specialty. CSQ indicates the possession of knowledge, skill, training and successful examination in a subspecialty/fellowship field over and above that required for general certification.

**COM(s) (College(s) of Osteopathic Medicine)** – A college or school of osteopathic medicine offering the professional degree, Doctor of Osteopathic Medicine (DO) or Doctor of Osteopathy (DO), and having pre-accreditation, provisional accreditation or accreditation from the AOA on Osteopathic College Accreditation (COCA).

**COCA (Commission on Osteopathic College Accreditation)** – The [COCA](#) is an accrediting agency of the American Osteopathic Association. The COCA functions as a “programmatic / specialized” accreditor of education programs leading to the first professional degree, Doctor of Osteopathic Medicine (DO) or Doctor of Osteopathy (DO). The COCA functions as an “institutional” accreditor of those COMs that are free-standing and offer only degree programs leading to the DO degree, thereby enabling such institutions to qualify to participate in student financial aid programs of the United States Department of Education under Title IV of the Higher Education Act of 1965 as most recently amended. The COCA is the final approval body for COM accreditation standards and procedures as well as the policies and procedures of the COCA itself. In this capacity, the COCA reviews, evaluates, and takes final action on college accreditation status, and communicates such action to appropriate state and federal education regulatory bodies. The COCA reviews policy directions on predoctoral osteopathic medical education, and monitors and maintains high-quality osteopathic predoctoral education through the college accreditation process. The COCA provides reports to the AOA Board of Trustees and the AOA House of Delegates on an informational basis.

**Community Medicine Model** – The format of graduate medical education training in an approved AOA or ACGME program which occurs in a community (usually private practice) institution rather than academic medical school affiliated institution.

**COMLEX (Comprehensive Osteopathic Medical Licensing Examination) -**

[NBOME](#) administers a three-level Comprehensive Osteopathic Medical Licensing Examination (COMLEX) to candidates and graduates. The first and second parts of the examination are administered before the candidate receives the DO degree. Part three of the examination is administered after the postdoctoral candidate has completed at least six months of a one year AOA approved postdoctoral training program. Only residents who have passed COMLEX-USA level 3 may enter a third year of OGME Training.

**Conjoint Programs** – A conjoint specialty is under the joint sponsorship of two or more specialty colleges. Trainees from any participating specialty college may enter a conjoint program. Conjoint Evaluating Committees are responsible for making recommendations to the PTRC and COPT regarding Basic Standards revisions, program accreditation, and program complete status for trainees. Currently, there are 10 osteopathic conjoint specialties: Addiction Medicine, Adult and Pediatric Allergy/Immunology, Correctional Medicine, Dermatopathology, Hospice and Palliative Care, Undersea and Hyperbaric Medicine, Pain Medicine, Pediatric Emergency Medicine, Sleep Medicine, and Sports Medicine.

**Consortium** – An AOA approved entity utilizing multiple institutions for OGME training. Training hospitals will be related in the same health system, and each program in the consortium must function as a single program in compliance with AOA standards.

**Continuing Medical Education (CME)** – The continuance of medical education striving for growth of knowledge, refinement of skills, and the deepening of understanding for the osteopathic profession. The ultimate goals of CME are continued excellence of patient care and improving the health and well-being of the individual patient and the public.

**Continuity of Care** - The ongoing care and management of the same patients by the same trainee in the same setting over the entire course of the training program.

**Contract** - A binding agreement between a hospital and a trainee. The contract describes the length and terms of the agreement. All AOA trainee must sign an institutional contract in order for their training to be approved.

**Core Competencies (Osteopathic Medical)**- provide a multi-level approach whereby students/physicians are expected to show proficiency in a subject, in addition to test scores, through their text knowledge, application of knowledge, level of professionalism, interpersonal and communication skills and continued medical education, each of which is integrated with osteopathic philosophy, principles, and practice.

**Core Competency Compliance Program Document (CCCP)** - describes in detail the elements of the required plan as well as methods and options for teaching and evaluation reporting on AOA Annual Report Forms. Introduction and Guidelines (Part 1), Core Competency Map (Part 2) and Program Director’s Annual Evaluation Report (Part 3) were developed to assist DMEs in the design of an Institutional Core Competency Plan. Program Directors must complete the Program Director’s Annual Evaluation Report for each resident as well as Program Complete Summary – Final Resident Assessment (CCCP Part 3), which measures proficiency in each AOA Core Competency. *Specialty specific yearly reports and documents should be attached to this instrument.* These are found at [the AOA website](#).

**Core Curriculum** – A foundational course of study that combines a variety of specialized rotations aiming to provide a common background for all osteopathic trainees.

**Council on Continuing Medical Education (CCME)** – This Council is responsible for accrediting AOA Category 1 CME Sponsors and recommending policy positions on AOA’s CME program. The CCME directs the continuing medical education program, coordinates the activities for continuing educational programs, recommends CME policy to the Bureau of Osteopathic Education, establishes guidelines for the evaluation of CME programs, and approves Category 1 CME Sponsors.

**Council on Osteopathic Postdoctoral Training Institutions (COPTI)** – The COPTI is the initial review body for OPTI review and accreditation, and is responsible for evaluating the educational effectiveness of the OPTIs. The council may recommend policy to its parent council, the COPT.

**Council on Postdoctoral Training (COPT)** – The COPT recommends policies for OGME to the BOE for review and recommendation to the AOA Board of Trustees for their final action. The COPT receives informational reports from its subordinated Program and Trainee Review Council (PTRC) and its subordinated Council on Osteopathic Postdoctoral Training Institutions (COPTI). The COPT is the primary review body for OGME standards for both general requirements and for specialty residency or fellowship standards.

**Crosswalk** – Companion document to each AOA specialty basic standards. The crosswalk includes a program director self study and is utilized at program on-site reviews for determination of compliance with required training standards.

**Curriculum** – The planning, structure, guidelines, known expectations, measures of achievement, training, coaching, didactics, and other elements applicable to the total OGME learning experience.

**Didactics** - Didactics convey instruction, information and observations.

**Direct Graduate Medical Education (DGME)** – Payment for Medicare’s share of the direct costs of training physicians, including intern and resident salaries and fringe benefits, compensation for supervisory physicians, and program administration and overhead costs.

**Director of Medical Education (DME)** - An osteopathic physician at an institution who has the authority and responsibility for the oversight and administration of OGME programs.

**Dormant Status** – Temporary inactive status of AOA-approved specialty or subspecialty standards. Reactivation requires application to the AOA by the specialty board (exam) or specialty college (standards)..

**Dual Program** – An AOA program in which an osteopathic trainee is registered in a residency program that is accredited by both the AOA and ACGME. The osteopathic trainee receives both AOA and ACGME credit. Trainees who complete dual programs have the option to become board certified by either or both the AOA and the American Board of Medical Specialties (ABMS).

**Due Process** – Due process is a mechanism by which institutional policies and procedures are outlined for discipline or the adjudication of trainee complaints and grievances relevant to the OGME program.

**ERAS® (Electronic Residency Application Service)** – A service that transmits residency applications, letters of recommendation, Dean's Letters/MSPE, transcripts, and other supporting credentials from applicants and medical schools to residency programs using the Internet.

**Evaluation** – A process of gathering and using various pieces of information and data to determine by careful appraisal and study the strengths and weaknesses of individual trainees, teaching physicians, programs etc.

*Formative Evaluation* – improves, modifies, and refines courses or programs while they occur.

*Summative Evaluation* – is concerned with informing decisions about overall achievements.

*Qualitative Evaluation* – uses observation, open-ended interviews and case histories.

*Quantitative Evaluation* – uses tests, close-ended interviews, surveys and frequency counts.

Advancement within the training-program is based on evaluation processes.

**Faculty** – An individual who has received formal assignment to teach OGME trainee physicians. Appointment to the medical staff of the hospital may constitute appointment to the teaching staff. Specialty standards will list minimum requirements.

**Fellowship** - An AOA approved program that is beyond the requirements for eligibility for first board certification in a base specialty.

**Full Time Equivalent (FTE)** – For graduate medical education (GME) payment purposes, the Balanced Budget Act of 1997 capped the number of FTE residents for which a teaching hospital could be paid at the number of residents in its most recent cost reporting period ending on or before December 31, 1996. In calculating direct GME payment, residents are counted as full (1.0) or half (0.5) FTEs depending on the minimum number of years required for board eligibility in their specialty/subspecialty.

**Graduate Year** – In conjunction with OGME trainee, indicates their year in training. For example, OGME-1 or PGY-1. OGME-1 (AOA Resident) or PGY-1 (ACGME Resident).

**Grievance Procedure** - Policies and procedures established by training institutions to address procedures for discipline and the adjudication of trainee complaints, grievances and academic performance issues.

**Healthcare Facilities Accreditation Program (HFAP)** - It is one of only three voluntary accreditation programs in the United States authorized by the Centers for Medicare & Medicaid Services (CMS), formerly HCFA, to survey hospitals under Medicare. In addition, the program is a user-friendly, cost effective, and educationally focused way to validate the quality of care provided by a facility. (See Bureau of Healthcare Facilities Accreditation.) The Joint Commission and National Integrated Accreditation for Healthcare Organizations also accredits hospitals. [www.hfap.org](http://www.hfap.org).

**Health Insurance Portability and Accountability Act of 1996 (HIPAA)** – A federal law that allows persons to qualify immediately for comparable health insurance coverage when they change their employment relationships. Title II, Subtitle F of HIPAA gives the Department of Health and Human Services (HHS) the authority to mandate the use of standards for the electronic exchange of healthcare data; to specify what medical and administrative code sets should be used within those standards; to require the use of national identification systems for healthcare patients, providers, payers (or plans), and employers (or sponsors); and to specify the

types of measures required to protect the security and privacy of personally identifiable healthcare information. See BAA

**House Staff Manual** - Operational policies and guidelines developed by the hospital that govern rules and conduct for all interns and residents. This manual should include, but not be limited to, policies regarding work hours, content of educational program(s), patient care and safety, leave policy, due process for disciplinary actions, intern and/or resident orientation program responsibilities, financial arrangements, including housing allowance, meals, uniforms, etc. as per the AOA contract and hospital's internal policy, rules and regulations regarding coverage of interns and residents duties and responsibilities, including floor procedures, general orders and moonlighting policies - or the prohibition thereof in the event of an intern, counseling and support services, evaluation and promotion, probation and dismissal, file retention, intern/resident supervision, etc.

**Indirect Medical Education** – Through the IME adjustment. Medicare pays hospitals for higher patient care costs incurred in operating teaching programs, including the costs of treating sicker patients, offering more services and technology, ordering more tests, and utilizing interns and residents in providing patient care.

**Intern** – A DO engaged in the first postdoctoral year of AOA approved training.

**Intern and Resident Information System (IRIS)** - A report submitted by each institution to Center for Medicare and Medicaid Services (CMS) each year which gives information on each intern or resident in the institution.

**Internship and Institutional Evaluating Committee (IIEC)** – An evaluating committee of the AODME responsible for review of: new internship programs applications, increases, and program on-site review reports. The IIEC recommends program actions to the PTRC and reviews DME appointments. AOA staff provides staffing assistance to the IIEC.

**In-training Examination/In-service Examinations** – Examinations to gauge residents' progress toward meeting a residency program's educational objectives.

**Joint Commission** – The Joint Commission evaluates the quality and safety of care for more than 16,000 health care organizations. To maintain and earn accreditation, organizations must have an extensive on-site review by a team of Joint Commission health care professionals at least once every three years. The purpose of the review is to evaluate the organization's performance in areas that affect care. Accreditation may then be awarded based on how well the organizations met Joint Commission standards.

**Journal Club** – Brief informal meetings whereby faculty and trainees discuss a variety of presentations on designated topics. Presenters give concise recapitulations of the topic and author's conclusions.

**Licensure** – The process by which an agency of the government grants permission 1) to persons meeting predetermined qualifications to engage in a given occupation and/or use of a particular title, or 2) to institutions to perform specified functions. The process by which state or jurisdiction of the United States admits physicians to the practice of medicine.

**Logs** – Constitute a record of a specified number of procedures, cases, patients, diagnosis, etc. Logs

are to be utilized for documentation of experience, and for future use in application for hospital clinical privileges.

**Medical Education Committee (MEC)** – A hospital committee made up of program directors of each respective internship and/or residency program, representation of the hospital CEO, and a medical education manager/staff person. This committee is chaired by the director of medical education and is usually held on a monthly basis. This committee discusses program curriculum, trainees, and all OGME matters.

**Medical Informatics** – Discipline that focuses on use of electronics in medical research, clinical practice and education.

**Moonlighting** – Any professional clinical activity for pay performed outside the scope of the approved residency training program.

**National Board of Osteopathic Medical Examiners (NBOME)** – The NBOME is a not-for-profit corporation dedicated to serving the public and state licensing agencies by administering examinations that test the medical knowledge of aspiring osteopathic physicians.

**National Matching Service (NMS)** - The Intern/Resident Registration Program is sponsored and supervised by the AOA and administered on behalf of the AOA by [National Matching Services](#).

**National Resident Matching Program (NRMP)** - The National Resident Matching Program (NRMP) is a private, not-for-profit corporation established to provide a uniform date of appointment to positions in graduate medical education (GME) in the United States.

**OERAS** - See “ERAS”

**On-site Program Review** – A review of an AOA program at regular intervals to verify continuing compliance with training standards. At regularly scheduled intervals, postdoctoral training programs participate in a program review, including an on site survey, to validate program compliance with the standards for accreditation in all aspects of the educational program. The degree of compliance impacts the term of continuing approval granted to the program. Each program also completes a self-study prior to the on site review.

**On-site Program Reviewer** – An individual assigned to conduct a program review for approval or re-approval at the program site. Reviewers are appointed by the IEC/specialty colleges and are approved by the AOA. They validate program compliance with basic standards through review of specified documentation, self study reports from the program, meetings with program staff and trainees, and through the on-site review.

**Opportunities** – A searchable database containing internship and residency information for AOA-approved programs. Data entry for [Opportunities](#) is the responsibility of each medical education division.

**Osteopathic.org** - The official AOA website for the osteopathic professional family. In addition to links to all AOA administrative departments, [Osteopathic.org](#) is an OGME resource for students, trainees, program leadership, specialty colleges, and program and OGME institutional leadership. All approved policies and training standards, as well as other OGME resources, are posted to [Osteopathic.org](#)

**Osteopathic Graduate Medical Education (OGME)** – The period of medical training that follows graduation from a college of osteopathic medicine or medical school. Includes all postgraduate years: internship, residency fellowship. OGME prepares osteopathic physicians for the independent practice of medicine in a medical specialty. OGME programs are based in hospitals or other healthcare institutions and utilize both inpatient and ambulatory settings.

**OGME - 1R** – The first year of residency training in specialties utilizing the Option 1 structure. Educational content is set and supervised by the respective specialty colleges as approved by the AOA.

**OGME - 1P** – The first year of training preceding residency training in specialties utilizing the Option 2 structure. Educational content is set by the respective specialty colleges as approved by the AOA, and supervised by the institutional intern program director.

**OGME - 1T** – The first year of training preceding residency training in specialties utilizing the Option 3 structure, or utilized by trainees who have not yet chosen a specialty area. Educational content is set by the AOA Basic Document for Postdoctoral Training, and is supervised by the institutional intern program director.

**Osteopathic Medicine** - Osteopathic medicine has a strong emphasis on the inter-relationship of the body's nerves, muscles, bones and organs. Doctors of Osteopathic Medicine apply the philosophy of treating the whole person to the prevention, diagnosis and treatment of illness, disease and injury. Osteopathic medicine was developed 130 years ago by physician Andrew Taylor Still and is one of the fastest growing healthcare professions in the U.S.

**Osteopathic Postdoctoral Training Institution (OPTI)** – An OPTI is a community-based training consortium comprised of at least one COCA-accredited college of osteopathic medicine and one accredited hospital. All AOA approved programs must be academically sponsored by an OPTI.

**Parallel Program** – An AOA approved program conducted side-by-side with an ACGME program in the same specialty and institution where programs and trainees in each are separately approved and registered by the AOA or ACGME; Osteopathic trainees are only eligible for AOA credit.

**Percentage of Time** - A mathematical calculation based on the intern/resident workweek being divided into ten (10) half-day periods, each being equivalent to 10%

**Program** – The unit of OGME internship or residency/specialty training, comprising a series of learning experiences, which is evaluated for AOA approval.

**Program Director** - An osteopathic physician who is responsible for maintaining the quality of an OGME program so that it meets approval criteria. Requirements and responsibilities are listed in Section VI, C.

**Program Director Annual Report** – A report completed by the program director on an annual basis. A resident in training submits this report to a respective specialty college to attest to the level of achievement and progress.

**Program and Trainee Review Council (PTRC)** - The primary responsibilities of the PTRC are to serve as the decision making body for AOA-approved internship, residency, fellowship and

subspecialty training programs and for individual training approvals. The council also serves as an advisory body on policy to the COPT. This Council is responsible for the approval (accreditation) and continuing approval of training programs.

**Protected Health Information (PHI)** – With few exceptions, includes individually identifiable health information held or disclosed by a practice regardless of how it is communicated (electronically, orally or written).

**Provisional Accreditation:** An accreditation status that is recommended to newly formed OPTIs after the first accreditation site visit, allowing an OPTI to develop its functions and operations prior to full accreditation status date.

**Reappointment** – Reappointment to a position within an intern/residency training program is typically based on the trainee’s performance. A well-defined and functional evaluation system is essential to determine whether a trainee qualifies for reappointment. In the context of OGME, contractual reappointment is equated with academic promotion.

**Remediation** – Remediation is an academic tool, used when the evaluation system identifies performance deficiencies that cause concern about a trainee’s continuation within the program.

**Residency** – A residency is defined as a formal, full-time training period in a designated specialty of not less than one year. The program shall be planned and conducted for the purpose of providing advanced and concentrated training in a designated specialty leading to AOA specialty board eligibility for certification.

**Resident** – An individual enrolled in an AOA-approved residency.

**Resident Annual Report** – A report completed on an annual basis by each resident at the conclusion of each training year. This report responds to questions regarding experience and exposure, and is submitted to their respective specialty college.

**Rotation Agreement** – A written agreement between two clinical sites participating in training of interns/residents. This agreement describes the responsibilities of each respective site.

**Segregated Totals** – Such totals are descriptors of medical records, department scope and volume, and/or other data of cases, which are highly specific as to disease, intervention and procedural categories and are used to document opportunities for OGME training in a program.

**Specialty College Basic Standards** – AOA-approved document of specialty requirements for new or continuing approval of a training program.

**Specialty College Evaluating Committee (SPEC)** – An evaluating committee within the specialty college that meets regularly to review training standards, new programs, training requirements, trainee completion status and program on-site review reports. Committees make recommendations to the PTRC for final action .

**Sponsoring OPTI** – An AOA-accredited OPTI, recognized as the accountable institution for assurance of AOA OGME quality and compliance.



**Suspension** – Removal of an intern or resident from program activities without prior notice. These activities are limited to those instances in which a trainee’s activities jeopardize patient safety or significantly disrupt hospital operations.

**Traditional Rotating Internship** – See OGME-1T.

**Trainee Information, Verification and Registration Audit (TIVRA)** - TIVRA is a mandatory method for registering intern and resident contract information, along with updating program information to the AOA. By completing electronic on-line data forms, AOA-approved training institutions ensure that individual trainees are registered and that program contact information is current and up-to-date.

**Training institution** – The institution that has been granted PTRC approval to conduct OGME programs, and which assumes primary responsibility for program administration and oversight.

**Training Program Review Services (TPRS)** – This Division oversees the program review process. It supervises and trains review teams. It also recommends policy to the COPT. In addition, it replaces specialty college inspections.

# OSTEOPATHIC GRADUATE MEDICAL EDUCATION CALENDAR

## JULY

- New Housestaff Arrive
- New Housestaff Orientation
- Manuals are handed out and signed for by new trainees
- ACLS/BLS Training
- HIPAA Training
- House Staff Physicals/Fit Testing, I.D. Badges, Parking Stickers, Meal Tickets, Lab Coats, Pagers, etc.
- Medical Students begin submitting Intern/Resident applications to ERAS
- ERAS opens to all AOA programs
- Begin downloading ERAS.
- Monthly I/R Evaluations
- Monthly OMEC meeting

## AUGUST

- Listing of information on program(s) offered in the Match by each institution is sent to the institution's Director of Medical Education (DME) by National Matching Services Inc. DME's must confirm or correct the information and return the form to National Matching Services Inc.
- Monthly I/R Evaluations
- Monthly OMEC meeting
- TIVRA registration opens to all programs August 15<sup>th</sup>
- Programs begin reviewing applications for next years candidates

## SEPTEMBER

- Begin AOA's Trainee Information, Verification and Registration Audit (TIVRA) entry – TIVRA is mandatory
- Begin gathering IRIS data
- Monthly I/R Evaluations
- Monthly OMEC meeting
- Quarterly OPTI OGMEC Meeting
- Recruitment/Interviewing Season Begins
- Applications are downloaded and reviewed by designated officials
- Program directors select interview candidates

## OCTOBER

- OPTI Annual Report Due October 1st
- Completion of TIVRA due by October 15th
- Review IRIS data with Department of Finance
- Continue Interviewing Process
- Recommended date by which students must return their Agreements and registration fees to National Matching Services Inc.
- October 31st a [Listing of Programs](#) participating in the Match will be available on the National Matching Service web site.
- Monthly I/R Evaluations

- Monthly OMEC meeting
- Quarterly Intern/Resident evaluation and report to OMEC

## **NOVEMBER**

- Instructions for submitting Rank Order Lists and obtaining Match results will be provided to registered students and programs.
- Continue Interviewing Process
- Submit IRIS disk to CMS
- Monthly I/R Evaluations
- Monthly OMEC meeting
- AOCD In-training (service) examination
- ACOFP In-training (service) examination

## **DECEMBER**

- Finalize the Interview and selection process
- Monthly I/R Evaluations
- Monthly OMEC meeting
- Quarterly OPTI OGMEC Meeting

## **JANUARY**

- Submission of student and program Rank Order Lists to the Match
- Register for the new cycle of ERAS
- Quarterly Intern/Resident evaluation and report to OMEC
- Monthly I/R Evaluations
- Monthly OMEC meeting
- ACOS In-training (service) Examination
- ACOOG In-training (service) Examination
- AOA Annual Program Fee Invoices are received by DME for payment by the institution

## **FEBRUARY**

- Results of the Match are released to all participants in the Match (students and institutions), as well as to the colleges of osteopathic medicine.
- Students who have not matched will scramble for open positions.
- Institutions must complete a standard AOA contract for each matched student, and send it within 10 working days after receipt of the Match results to the student for signature. Each matched student must sign and return the contract to the institution within 30 days after receiving the contract from the institution.
- Institutions must prepare a packet of information for licensure in accordance with State policies and procedures and send to matched trainees
- Monthly I/R Evaluations
- Monthly OMEC meeting
- AOCC In-training (service) Examination

## **MARCH**

- Begin updating opportunities website data (Deadline June 30)
- Begin review and update of Housestaff Manual for arrival of new trainees.
- Begin planning didactic and rotation schedules for new trainees.
- OMEC to review and approve curriculum for entering class.

- Monthly I/R Evaluations
- Monthly OMEC meeting
- Quarterly OPTI OGMEC Meeting
- ACOI In-training (service) Examination
- AAO In-training (service) Examination
- Begin implementing graduation plans
- March 31st last day for payment of AOA Annual Program Fees prior to program(s) termination.

## **APRIL**

- Quarterly Intern/Resident evaluation and report to OMEC
- Monthly I/R Evaluations
- Monthly OMEC meeting
- AOCEP In-training (service) Examination

## **MAY**

- Monthly I/R Evaluations
- Monthly OMEC meeting
- Begin program director's annual report to the specialty colleges
- Review housestaff files for completeness and notify the designated individual of deficiencies, i.e. evaluations, logs, papers, etc.
- Remind residents that the residents logs and reports are due to their respective specialty college
- Pay ERAS fees.

## **JUNE**

- Monthly I/R Evaluations
- Quarterly Resident evaluation and report to OMEC
- "Exit" Evaluations and report to OMEC
- Monthly OMEC meeting
- Residency Graduation
- Plan residency graduation for next year
- Send training license back to the state if applicable
- Interns and Residents begin to leave the institution
- Pagers, library books, parking stickers, I.D. Badges are returned to institution
- Check out list is completed and signed by those trainees who are leaving.
- Agreement forms for participation in the AOA Intern/Resident Registration Program (the "Match") are distributed via the osteopathic medical schools, to students.
- Students begin applying to programs independently of the Match.
- Develop call schedule for new trainees
- Quarterly OPTI OGMEC Meeting
- Complete updating Opportunities website data (Deadline June 30)