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## PROGRAM LETTER OF AGREEMENT

between

The University of Texas Rio Grande Valley School of Medicine  
and

The Participating Site:

### **Hidalgo County WIC Program Lactation Care Center RGV**

For

UTRGV Family Medicine Residency Program at McAllen Medical Center

This Program Letter of Agreement is the residency training affiliation agreement between the Sponsoring Institution and the Participating Site with respect to a clinical training experience for the Sponsoring Institution's assigned residents, and the agreement of the parties to abide by all terms and conditions of the AAMC Uniform Terms and Conditions January 22, 2018, which is hereby incorporated by reference, without modification or exception except as specified below. Any conflict between this Program Letter of Agreement and the AAMC Uniform Terms and Conditions are to be interpreted in favor of this Program Letter of Agreement.

This Program Letter of Agreement is effective from **09/01/2019**, and will remain in effect for five years or until updated or changed by the Sponsoring Institution and the Participating Site or terminated by either party.

Sponsoring Institution: The University of Texas Rio Grande Valley

Participating Site: **Hidalgo County WIC Program Lactation Care Center RGV**

## 2. Persons Responsible for Education and Supervision

Program Director at Sponsoring Institution: **Sunand Kallumadanda, MD** Site

Director at Participating Site: **Esther Burlene Carrizales, RNC-LRN, IBCLC, RLC**

Other faculty at Participating Site (by name or general group):

**Heidi Pareja, MD**

**Charles Austin, MD**

**Jesus Garza Tamez, MD**

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The above named people are responsible for the education and supervision of the residents while rotating at the Participating Site.

### **3. Responsibilities**

The faculty at Participating Site must provide appropriate supervision of residents in patient care activities and maintain a learning environment conducive to educating the residents in the competency areas identified by ACGME or other applicable accrediting bodies. Supervision must provide safe and effective care to patients; ensure development of skills, knowledge, and attitudes required to enter the unsupervised practice of medicine and establish a foundation for continued professional growth. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment and document this evaluation at the completion of the assignment.

### **4. Goals and Objectives of the Educational Experiences**

The goals and objectives of the educational experiences have been developed according to ACGME Residency Program Requirements or other applicable accrediting bodies, and are delineated in the attached document.

The Program Director, Site Director and the program faculty at the Participating Site are together responsible for the day-to-day activities of the residents during the course of the educational experiences at the Participating Site in furtherance of the goals and objectives.

### **5. Policies, Rules and Regulations that Govern Resident Education**

Residents will be under the general direction of their Sponsoring Institution Program's Policy and Procedure Manual regarding educational matters as well the Participating Site's policies, rules and regulations regarding patient care activities.

### **6. Financial Responsibility**

#### **Sponsoring Institution Responsible Financially**

Sponsoring Institution or its affiliate as otherwise described under Section 7 herein shall continue to employ the residents and is responsible for the payment of any salary and compensation to the residents, as well as providing or requiring health insurance coverage and workers compensation coverage, and withholding all applicable taxes. Sponsoring Institution understands that its residents will not be covered by or entitled to any social security, unemployment compensation, retirement, pension and/or any other benefits programs or workers' compensation program offered or provided by Participating Site, and no resident shall have any right, title or claim to participate in

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the same. Agreement to any additional sharing of expenses for any specific rotation if any shall be set forth in a separate agreement.

## **7. Other Modifications or Exceptions to the AAMC Uniform Residency Training Terms and Conditions**

Modifications or Exceptions:

1. The Sponsoring Institution Designated Institutional Official (DIO), Dr. Nausheen Jamal, is responsible and retains authority for overseeing specific program activities and assuring compliance with all relevant ACGME and Institutional policies.
2. The Sponsoring Institution shall provide and maintain, professional liability insurance plan for its salaried fellows and residents rotating to the Participating site in an amount of \$100,000 per claim and \$300,000 enrollment year aggregate.
3. The Program Letter of Agreements may be terminated by either party upon written notice to the other party 24 months prior to termination.
4. Residents may file all complaints and grievances against Participating Site through Participating Site officials or medical staff, Participating Site's grievance process, the resident (s) attending the Sponsoring Institution faculty member, the Sponsoring Institution Program Director, or directly to the ACGME. If a resident files a complaint or grievance with Participating Site officials or medical staff, the Site Director or designee will alert the Sponsoring Institution Program Director. The Sponsoring Institution Program Director will report the incident to the Sponsoring Institution's DIO.
5. Residents shall cooperate in the prompt preparation of documentation of all examinations, procedures and other professional services performed by them at Participating Site as instructed by the Sponsoring Institution Program Director, in accordance with local regulations and Participating Site bylaws, policies and procedures. The ownership and right of control of all reports, records and supporting documents prepared in connection with this belong to Participating Site.

The individuals executing this program letter of agreement are authorized to sign on behalf of their institutions and certify that their institutions have accepted the AAMC Uniform Terms and Conditions for Program Letters of Agreement and further agree to comply with its terms except as noted above.

***Signature Page Follows***

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**The University of Texas Rio Grande Valley**  
Sponsoring Institution

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**Hidalgo County WIC Program Lactation Care Center RGV**  
Participating Site

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**Sunand Kallumadanda, MD**

Program Director  
Family Medicine Residency Program at MMC

Date: \_\_\_\_\_

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**Esther Burlene Carrizales, RNC-LRN, IBCLC, RLC**

Director, Lactation Care Center RGV

Date: \_\_\_\_\_

**HIDALGO COUNTY:**

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**Richard F. Cortez, County Judge**

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Office of the Criminal District Attorney  
Ricardo Rodriguez, Jr.

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**Josephine Ramirez Solis**

Assistant Criminal District Attorney  
Chief-Civil Division

Date: \_\_\_\_\_

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Date: \_\_\_\_\_

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**Nausheen Jamal, MD**

Associate Dean, Graduate Medical Education  
Designated Institutional Official

Date: \_\_\_\_\_

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**John H. Krouse, MD, PhD, MBA**

Dean, School of Medicine  
Executive Vice President, Health Affairs

Date: \_\_\_\_\_