



**AOA BOARD OF TRUSTEES ANNUAL
2019 ANNUAL BUSINESS MEETING
BOT RESOLUTION ROSTER
As of July 25, 2019**

BOARD OF TRUSTEES' REFERENCE COMMITTEE DESCRIPTIONS:

- Reference Committee 1 - Review and consider matters relating to Accreditation, Certification, CME, and Predoctoral and Postdoctoral Education issues.
- Reference Committee 2 - Review and consider matters relating to Business and Professional Affairs issues.
- Reference Committee 3 - Review and consider matters relating to Advocacy and Membership issues.
- Reference Committee 4 - Review and consider matters relating to Public Affairs and Research issues.

Res. No.	Resolution Title	Submitted By	Action
B-1	Amended Charge for the Council on Osteopathic Undergraduate Medical Education	CAGOS	APPROVED
B-2	Council on Osteopathic Continuing Medical Education, Name Change	CAGOS	DISAPPROVED
B-3	Bureau Of Healthcare Facilities Accreditation (BHFA and BHFA Appeals Committee)	CAGOS	APPROVED
B-4	AOA Board of Trustees Advisors; Reauthorization of	CAGOS	APPROVED
B-5	Revision to the Basic Standards for Residency Training in Emergency Medicine	BOE	APPROVED
B-6	Revisions to the Handbook of the AOA Council on Osteopathic Continuing Medical Education	BOE	APPROVED
B-7	AOA Osteopathic Graduate Medical Education Accreditation After July 1, 2020	BOE	APPROVED

SUBJECT: AMENDED CHARGE FOR THE COUNCIL ON OSTEOPATHIC UNDERGRADUATE MEDICAL EDUCATION

SUBMITTED BY: Committee on AOA Governance and Organizational Structure

REFERRED TO: BOT Reference Committee 3

1 WHEREAS, the Committee on AOA Governance and Organizational Structure (CAGOS)
2 received a request for clarification of the role and charge of the Council on Osteopathic
3 Undergraduate Medical Education (COUME) from the Chair of the Bureau of
4 Osteopathic Education (BOE); and

5 WHEREAS, the COUME had taken over the function of the Board of Trustees' College
6 Accreditation Standards Task Force with respect to review of the COCA proposals for
7 changes to the accreditation standards and representation of the AOA on the
8 AOA/AACOM COCA Standards Review Committee, but was not provided with a
9 clearly stated path for reporting; now, therefore, be it

10 RESOLVED, that the charge for the Council on Osteopathic Undergraduate Medical
11 Education be revised as follows:

12 “Formerly KNOWN AS the College Accreditation Standards Task Force, the Council on
13 Osteopathic Undergraduate Medical Education (COUCME) reviews proposed changes to the
14 COCA Accreditation Standards and forwards its recommendations DIRECTLY to the
15 COMMISSION ON OSTEOPATHIC COLLEGE ACCREDITATION AND THE
16 Standards Review COALITION, AND, AT ITS CHOOSING, MAY SUBMIT ITS
17 RECOMMENDATIONS TO THE BOE AS INFORMATION. The COUME reports to the
18 Bureau of Osteopathic Education ON ALL ISSUES OTHER THAN ITS
19 RECOMMENDATIONS ON PROPOSED CHANGES TO THE COCA
20 ACCREDITATION STANDARDS. ~~and is comprised of seven (7) AOA Board of Trustee~~
21 ~~members appointed by the AOA President and approved by the AOA Board of Trustees.~~ The
22 COUME members will also serve as AOA representatives on the AOA/AACOM COCA
23 Standards Review Committee. THE COUME ~~AND~~ IS COMPRISED OF SEVEN (7) AOA
24 BOARD OF TRUSTEE MEMBERS APPOINTED BY THE AOA PRESIDENT AND
25 APPROVED BY THE AOA BOARD OF TRUSTEES.

Explanatory Statement:

The COUME is the AOA’s Council with responsibility for policy related to undergraduate medical education. It is specifically charged with responsibility for reviewing and providing comment on changes to accreditation standards for colleges of osteopathic medicine proposed by the Commission on Osteopathic College Accreditation (COCA) and is authorized to submit its comments directly to the COCA. In all other areas of undergraduate medical education, the COUME reports to the Bureau of Osteopathic Education.

Because the COUME is comprised of AOA Board Members, COUME members who participated in the drafting of policies from COUME must recuse themselves from voting at the Board of Trustees level on draft policy developed by the COUME.

ACTION TAKEN **APPROVED** _____

DATE **July 25, 2019** _____

SUBJECT: COUNCIL ON OSTEOPATHIC CONTINUING MEDICAL
EDUCATION, NAME CHANGE

SUBMITTED BY: Committee on AOA Governance and Organizational Structure

REFERRED TO: BOT Reference Committee 3

1 WHEREAS, the Committee on AOA Governance and Organizational Structure (CAGOS)
2 discussed the naming of certain bureaus, councils and committees; and

3 WHEREAS, it was suggested that the name of the Council on Osteopathic Continuing Medical
4 Education should be changed to the “Council on Continuing Osteopathic Medical
5 Education” in order to emphasize that the council works on issues of lifelong learning
6 in osteopathic medical education; now, therefore, be it

7 RESOLVED, that the name of the Council on Osteopathic Continuing Medical Education is
8 changed to the “Council on Continuing Osteopathic Medical Education.

ACTION TAKEN **DISAPPROVED**

DATE **July 25, 2019**

SUBJECT: BUREAU OF HEALTHCARE FACILITIES ACCREDITATION (BHFA
AND BHFA APPEALS COMMITTEE)

SUBMITTED BY: Committee on AOA Governance and Organizational Structure

REFERRED TO: BOT Reference Committee 3

1 WHEREAS, the American Osteopathic Association (AOA) has maintained a Bureau of
2 Healthcare Facilities Accreditation (BHFA), which had authority for accreditation
3 decisions and setting accreditation standards for the AOA’s healthcare facility
4 accreditation program (HFAP) and a BHFA Appeal Committee that had authority to
5 decide appeals from the BHFA’s accreditation decisions; and

6 WHEREAS, the AOA, in October 2015, completed an agreement with the Accreditation
7 Association for Hospitals and Health Systems (AAHHS), under which the AOA sold
8 the HFAP to AAHHS; and

9 WHEREAS, the terms of the agreement with AAHHS required the AOA to maintain the
10 BHFA and BHFA appeals committee until such time as the AAHHS secured its own
11 “deeming authority” and “deemed status” from the Center for Medicare and Medicaid
12 Services for accreditation of acute care hospitals, critical access hospitals, ambulatory
13 surgery centers, and clinical laboratories; and

14 WHEREAS, the AAHHS advised the AOA that AAHHS has received its own deeming
15 authority from CMS with deemed status for all four HFAP deemed programs effective
16 March 29, 2019; and

17 WHEREAS, the AOA is no longer required to maintain the BHFA and BHFA Appeals
18 Committee; now, therefore, be it

19 RESOLVED, that the operations of the Bureau of Healthcare Facilities Accreditation (BHFA)
20 and BHFA Appeals Committee are terminated, with thanks and appreciation to the
21 members of the BHFA and BHFA Appeals Committee for their service; and be it
22 further.

23 RESOLVED, that the Board of Trustees extends special thanks and recognition to Lawrence
24 U. Haspel, DO for his many years of service on the BHFA and his leadership in
25 assisting the transition of the healthcare facility accreditation program from the
26 American Osteopathic Association to the Accreditation Association for Hospitals and
27 Health Systems.

Explanatory Statement:

AAHHS is now responsible for the operations and decisions of the HFAP. The AOA no longer needs to maintain the BHFA and BHFA Appeals Committee.

ACTION TAKEN **APPROVED** _____

DATE **July 25, 2019** _____

SUBJECT: AOA BOARD OF TRUSTEES ADVISORS; REAUTHORIZATION OF

SUBMITTED BY: Committee on AOA Governance and Organizational Structure

REFERRED TO: BOT Reference Committee 3

1 WHEREAS, the Committee on AOA Governance and Organizational Structure (CAGOS) was
2 asked to review Resolution No. NB 5-M/2016: Student, Intern/Resident and New
3 Physician in Practice Advisors to the Board of Trustees, which established three Board
4 of Trustee advisor positions (one student, one intern/resident/fellow, and one new
5 physician in practice) on a pilot basis through July 2019; and

6 WHEREAS, at its February 2019 meeting, the CAGOS voted to postpone definitely its
7 consideration of NB-5 (M/2016) until its May 2019 telephone conference in order to
8 receive feedback from the Bureau of Emerging Leaders (BEL); and

9 WHEREAS, the BEL provided enthusiastic support for maintaining the three Advisor
10 positions; and

11 WHEREAS, the CAGOS met in May 2019 and reviewed the response from the BEL and
12 considered the potential cost savings that might be generated from eliminating these
13 three positions as well as the potential for a positive “return on investment” through
14 improved engagement with the students, physicians in postdoctoral training, and new
15 physicians in practice; now, therefore, be it

16 RESOLVED, that the Board of Trustees (BOT) shall continue the three BOT advisor positions
17 for a three-year period; and be it further

18 RESOLVED, that AOA staff shall be asked to prepare an analysis of the costs and benefits
19 (including return on investment) from these three BOT advisor positions by February
20 2022, which analysis should be provided to Committee on AOA Governance and
21 Organizational Structure for consideration of renewing the advisor positions.

Explanatory Statement:

This resolution renews the three non-voting Board advisor positions initially authorized by NB-5 (M/2016) for an additional three years. With the reauthorization, the Student, Intern/Resident and New Physician in Practice Advisors should no longer be considered a “pilot” program. The CAGOS suggests that: (1) the President-elect should not assign the BEL positions on the Strategic Planning Committee to the Board Advisors so as to give additional opportunities to other emerging leaders; and (2) the BEL strongly consider nominating the Advisors to fill the student, intern/resident, and new physician positions on the Board of Trustees to provide for continuity of experience with the AOA Board of Trustees.

FISCAL IMPACT:

\$16,200 per year

ACTION TAKEN **APPROVED** _____

DATE **July 25, 2019** _____

SUBJECT: REVISION TO THE BASIC STANDARDS FOR RESIDENCY TRAINING
IN EMERGENCY MEDICINE

SUBMITTED BY: Bureau of Osteopathic Education

REFERRED TO: BOT Reference Committee 1

1 WHEREAS, if all American Osteopathic Association (AOA) approved emergency medicine
2 programs do not achieve Accreditation Council for Graduate Medical Education
3 (ACGME) accreditation by June 30, 2020, there may be emergency medicine residents
4 in training in AOA-approved programs until June 30, 2023; and

5 WHEREAS, the number of residents will make participation in the American College of
6 Osteopathic Emergency Physicians (ACOEP) Resident-In-Service Examination costly
7 for the ACOEP to create as well as provide an insignificant statistical sample of results
8 to provide any useful evaluation of participant results; and, be it further

9 RESOLVED, that the Basic Standards for Residency Training in Emergency Medicine, be
10 revised as follows and APPROVED:

11 [old material crossed out; new material in capital letters]

12 7.6 The resident shall annually participate in the EMERGENCY MEDICINE APTITUDE AND
13 ASSESSMENT TEST ~~ACOEP Resident In-Service Examination.~~

ACTION TAKEN **APPROVED**

DATE **July 25, 2019**

SUBJECT: REVISIONS TO THE HANDBOOK OF THE AOA COUNCIL ON
OSTEOPATHIC CONTINUING MEDICAL EDUCATION

SUBMITTED BY: Bureau of Osteopathic Education

REFERRED TO: BOT Reference Committee 1

1 RESOLVED, that the revisions made to pages 12 and 13 to the attached Handbook of the
2 AOA Council on Osteopathic Continuing Medical Education be APPROVED.

ACTION TAKEN **APPROVED**

DATE **July 25, 2019**



AMERICAN OSTEOPATHIC ASSOCIATION

TREATING OUR FAMILY AND YOURS

HANDBOOK OF THE

COUNCIL ON OSTEOPATHIC CONTINUING MEDICAL EDUCATION

AMERICAN OSTEOPATHIC ASSOCIATION

Department of Education

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59 I. INTRODUCTION
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61 The *Handbook of the Council on Osteopathic Continuing Medical Education* is a procedure
62 manual for use by the AOA Council on Osteopathic Continuing Medical Education (COCME)
63 and other AOA officers. It includes a description of the Council's purpose, function, structure,
64 operation procedures, and pertinent information.
65

66 II. STATEMENT OF PURPOSE
67

68 A. The Council on Osteopathic Continuing Medical Education (COCME), formerly called the
69 Committee on CME, was renamed in March 2017 and responsible for overseeing the
70 accreditation program of the AOA. The COCME is responsible for accrediting AOA Category 1
71 CME Sponsors, setting standards and procedures for accreditation of osteopathic CME Sponsors..
72 The Council reports to the Bureau of Osteopathic Education.
73

74 B. Responsibilities:
75

76 1. Acts as a consulting and guiding Council for the AOA Department of Educational Affairs
77 and for all osteopathic institutions.
78

79 2. Review applications by CME sponsors for accreditation or reaccreditation, approves or
80 denies the applications, and notifies each applicant of the disposition of the application in
81 a timely manner. Organizations receiving denials of accreditation may request
82 reconsideration by the COCME at its next meeting or may appeal to the Bureau of
83 Osteopathic Education.
84

85 3. Review the results of the document surveys and evaluation processes of accredited CME
86 sponsors. CME sponsors must maintain their accreditation through successful
87 participation in the survey and evaluation process of the AOA accreditation program for
88 Category 1 CME sponsors.
89

90 4. Meetings of the COCME shall be held at times determined by the Council Chair and the
91 Secretary and in conjunction with the “cluster meetings.”
92

93 5. Minutes from the AOA Meetings must be submitted to the respective appropriate
94 members for review and approval based on Resolution H-351, A/2018 titled New
95 Directives for Agendas and Meeting Minutes..
96

97 6. Make recommendations on policy items to the Bureau of Osteopathic Education and
98 through that body to the Board of Trustees and, where appropriate, to the House of
99 Delegates.
100

101 7. All agenda items must be submitted in writing to the Department of Educational
102 Affairs at least thirty (30) days in advance of the regularly scheduled meeting.
103

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- 104 8. Provides for on-site consultation within the accreditation program for CME sponsors. The
105 purpose of these visits will be consultative in purpose to assist CME sponsors to achieve
106 improved compliance with AOA CME accreditation requirements, and to enhance the
107 sponsors' abilities to provide quality CME programs for osteopathic physicians. The costs
108 of such consultation shall be borne by the CME sponsor.
109

III. STRUCTURE

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112 A. Appointment of representative and at-large members to the COCME will be staggered and
113 limited to no more than three consecutive three-year terms for nine (9) years cumulative.
114 Membership and chairperson appointments would be limited to a maximum of nine consecutive
115 years and six years respectively in any one bureau, council or committee. Students and
116 intern/residents may serve a one (1) year term.
117

1. Qualification of the Members

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120 a. **All osteopathic physicians on the CME Council must be members of the**
121 **AOA in good standing, and shall conform to its constitution, bylaws**
122 **and code of ethics.**
123
124 b. **No members of the AOA Board of Trustees shall simultaneously hold a**
125 **position on the COCME.**
126

- 127 B. The COCME shall consist of eleven (12) members.
128

1. House of Delegates Nominee:

- 129
130 a. One (1) position, three (3) year term.
131 b. Experience in and commitment to excellence in continuing medical
132 education.
133 c. AOA member, osteopathic physician.
134 d. Appointment by AOA President.
135

2. Uniformed Services:

- 136
137 a. One (1) position, three (3) year term.
138 b. Experience in and commitment to excellence in continuing medical
139 education.
140 c. AOA member, osteopathic physician.
141 d. Appointment by AOA President, following consultation with AMOPS.
142

3. Emerging States Nominee:

- 143
144
145 a. One (1) position, three (3) year term.
146 b. Experience in and commitment to excellence in continuing medical
147 education.
148 c. AOA member, osteopathic physician from a small state.

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- 149 d. Appointment by AOA President.
150
- 151 4. AOSED Nominee:
152 a. One (1) position, three (3) year term.
153 b. Experience in and commitment to excellence in continuing medical
154 education.
155 c. Appointment by AOA President.
156
- 157 5. AACOM Nominee:
158 a. One (1) position, three (3) year term.
159 b. Member of the administration or faculty of a COM.
160 c. Experience in and commitment to excellence in continuing medical
161 education.
162 d. Appointment by AOA President.
163
- 164 6. AODME Nominee:
165 a. One (1) position, three (3) year term.
166 b. AOA member, osteopathic physician or Ph.D.
167 c. Must currently be in position as a medical educator in an AOA-
168 accredited teaching institution.
169 d. Experience in and commitment to excellence in continuing medical
170 education.
171 e. Appointment by AOA President.
172
- 173 7. SOSE Nominee:
174 a. One (1) position, three (3) year term.
175 b. Member of the administration – Specialty Executive
176 c. Experience in and commitment to excellence in continuing medical
177 education.
178 d. Appointment by AOA President.
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- 182 8. Specialty Affiliate Representatives (2):
183 a. Two (2) positions, staggered three (3) year terms,
184 b. Practice affiliate appointments, process to be determined.
185 c. AOA members, osteopathic physicians.
186 d. Experience in and commitment to excellence in continuing medical
187 education.
188 e. May not be from the same practice affiliate.
189 f. Appointment by AOA President.
190
- 191 9. Member-At-Large:

7 / Handbook of the Council on Osteopathic Continuing Medical Education, 2019

- 192 a. One (1) position, three (3) year term.
 193 b. Representative of members-at-large.
 194 c. Experience in and commitment to excellence in continuing medical
 195 education.
 196 d. Appointment by AOA President.

197

198 10. Student

- 199 a. One (1) position, one (1) year term.
 200 b. Must be enrolled in an osteopathic college.
 201 c. Appointment by AOA President.

202

203 11. Interns/Residents, Bureau

- 204 a. One (1) position, one (1) year term.
 205 b. Must be enrolled in an osteopathic internship/residency program
 206 c. Appointment by AOA President.

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209 **C. Appointment of COCME Membership and Terms of Office**

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211 1. The Chair appointed by the AOA President from the membership of the Council
 212 for a two (2) year term.

213

214 2. The Vice-Chair appointed annually by the AOA President from the membership
 215 of the Council.

216

217 3. Other members shall be appointed by the AOA President for three-year terms
 218 which shall be staggered and limited to no more than three consecutive three-year
 219 terms for nine years cumulative.

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221 4. All appointments shall be approved by the AOA Board of Trustees.

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226 5. Duties of the Officers

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228 a. Chair

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- 229 i. The Chair of COCME shall preside at all meetings, appoint
 230 subcommittees, and act as ex-officio member of the
 231 subcommittees. The Chair currently serves as an advisor to the
 232 Bureau of Osteopathic Education.

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- ii. All reports, resolutions, and recommendations of the COCME shall be presented by the Chair to the Bureau of Osteopathic Education and the AOA Board of Trustees.
 - iii. The Chair shall determine the dates of the CME meetings in consultation with the Secretary of the Council and with the meetings and travel office, prior to annual and mid-year meetings of the Board of Trustees. Meetings shall be held in a cost-effective manner and in conjunction with the “cluster meetings.”
 - iv. When deemed appropriate, the Chair shall ask the Secretary to provide pertinent material to the members and request a mail vote.
- b. Vice-Chair
- i. The Vice-Chair shall assume the duties of the chair in the absence or incapacity of the chair.
 - ii. The AOA President shall select the Vice-Chair from within the membership of the COCME.
 - iii. The Vice-Chair shall assist the Chair in carrying out the functions and duties of the COCME meeting(s).
- c. Secretary
- i. The Secretary shall be a staff member of the Department of Education who is responsible for the administration of the COCME and its associated programs.
 - ii. The Secretary shall act as the correspondent for the chair in response to questions or interpretation of the CME program.
 - iii. The Secretary shall coordinate the COCME Council agenda:
 - (a) Make meeting arrangements through AOA meetings and travel.
 - (b) Prepare meeting agendas.
 - (c) Develop correspondence and official reports to reflect COCME action.

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- iv. The Secretary shall administer the schedule of the on-site surveys in accordance with the accreditation status determined by the COCME.
 - v. The Secretary shall recommend the annual budget for the COCME in accordance with AOA policy.
 - vi. The Secretary shall review the Handbook of the Council on Osteopathic Continuing Medical Education every three years.
 - vii. The Secretary shall make available within three months all new and revised documents that have been approved by the AOA Board of Trustees.
 - viii. The Secretary position is without vote.

292 **D. Standing Committee - Administrative Committee**

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1. The Administrative Committee is a standing subcommittee of the COCME composed of the Chair, Vice-Chair, and one other member of the COCME appointed annually by the chair. The Secretary is a non-voting member who, in concert with the chair, is responsible for the preparation of the agenda and reports to the full COCME.
 2. The Administrative Committee shall also perform other necessary duties of the COCME between the regularly scheduled meetings.
 3. The Administrative Committee shall also review policy items and basic documents prior to submission to the full COCME.
 4. The Secretary shall be a non-voting member who shall supervise the preparation of the agenda and minutes of the meetings written minutes of actions and recommendations shall be submitted to the full council.
 5. The Administrative Committee will ordinarily conduct its meetings by telephone conference or other electronic means, or in conjunction with a scheduled meeting of the full COCME. In all votes, the majority shall prevail. In the event that a mail ballot is required, items considered for action shall be sent to each member of the Administrative Committee who shall note his/her vote on the ballot and return it to the AOA Department of Education within 5 days of receipt. Members may also be asked to reply by phone and confirm their oral vote by completing the ballot as noted above.

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6. The Administrative Committee may refer consideration of an agenda item to the next regularly scheduled meeting of the full Council.

E. BOE, Appeals Process, BOE Representative(s)

1. The Bureau of Osteopathic Education (BOE) is a component of the American Osteopathic Association (AOA) Department of Educational Affairs. The BOE acts to make policy recommendations to the Board of Trustees in the areas of accreditation, education appeals committee, osteopathic GME development, postdoctoral training, and undergraduate medical education. (See Appendix A)
2. The BOE maintains an appeal process for review of actions of the COPT and the COCME as noted.
 - a. Two CME experts as members of the BOE
 - b. Each should have at least 3 years previous experience in:
 - i. COCME Membership
 - ii. Category 1 specialty planning committee member or experience in actively planning AOA CME programs or
 - iii. Category 1 CME Sponsors who provide quality CME programs
 - c. One member shall serve as the CME policy expert on the BOE Appeals Committee

IV. COUNCIL PROCEDURES

A. General

1. The COCME shall convene as a joint meeting.
2. The COCME shall, in all its deliberations requiring parliamentary procedure, operate according to Robert's Rule of Order, newly revised.
3. During its meeting, the COCME shall take action by vote on all motions and resolutions presented.
4. A simple majority of the COCME shall constitute a quorum and be sufficient to consider any motion and/or resolution.

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- 357 5. All resolutions regarding COCME policies shall be posted on
358 WWW.OSTEOPATHIC.ORG for forty-five (45) days for public comment
359 following each meeting.
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361 6. Final approval of the Board of Trustees final action will be updated and posted
362 on the AOA website.

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366 **B. Agenda Preparation**

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368 1. All agenda items received are reviewed by the Secretary and approved by the
369 Chair for placement on the agenda for the next scheduled meeting.

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371 2. Members shall be sent an advance copy of the agenda for review approximately
372 two weeks prior to the COCME meeting.

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374 This advance agenda shall contain minutes, reports, policy items, and issues
375 requiring advance review as determined by the chair.

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377 **C. Observers**

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1. By precedence, all meetings of the Council are open to the public.

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380 3. Observers include, but are not limited to, AOA staff, representatives of
381 accrediting regulatory bodies, osteopathic foundations, practice and non-practice
382 affiliated organizations. The presence of observers shall be acknowledged by the
383 chair, and recorded in the Council minutes.

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385 **D. Conflict Of Interest Policy**

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387 The following is an adaptation of a Conflict of Interest policy adopted by the AOA Board of
388 Trustees in October 1997 for the Bureau of Osteopathic Education.

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CONFLICT OF INTEREST POLICY

THIS POLICY STATEMENT GOVERNS MATTERS OF CONFLICTS OF INTEREST AND APPEARANCES OF IMPROPRIETY AS THEY MAY OCCUR IN THE RESPECTIVE EVALUATIONS, DELIBERATIONS, RECOMMENDATIONS, AND ACTIONS OF THE BUREAU OF OSTEOPATHIC EDUCATION (BOE) AND ITS SUBORDINATED COUNCILS. THESE POLICIES ARE APPLICABLE TO MEMBERS OF THE AOA BOARD OF TRUSTEES, THE BUREAU AND ITS SUBORDINATED COUNCILS, AND ALSO TO AOA STAFF, APPEALS PANELS AND EVALUATION TEAMS, AND TO CONSULTANTS.

IT IS INTENDED THAT THESE POLICIES ESTABLISH A MECHANISM WHEREBY ALL INDIVIDUALS MAKE KNOWN SITUATIONS OF CLEAR CONFLICT AND ALSO THOSE THAT MAY GIVE RISE TO THE APPEARANCE OF IMPROPRIETY. THE GOAL IS TO MAKE SURE THAT DISCUSSIONS, AND ACTIONS ARE PARTICIPATED IN ONLY BY THOSE WHO HAVE NO CONFLICT AND, TO THE EXTENT POSSIBLE, THAT SUCH DISCUSSIONS AND ACTIONS AVOID THE APPEARANCE OF CONFLICTS.

IT IS STATED THAT ELECTED OFFICERS AND TRUSTEES OF THE AOA CANNOT SERVE ON THE BUREAU AND ITS COUNCILS. HOWEVER, THERE IS THE FURTHER QUESTION OF WHETHER SUCH INDIVIDUALS SHOULD BE FREE TO PARTICIPATE IN DISCUSSIONS OF MATTERS SUCH AS ACCREDITATION. THE CHAIR OF THE BUREAU WILL BE ABLE TO DIRECT AN AOA BOARD OF TRUSTEES MEMBER TO EXCLUDE HIMSELF/HERSELF FROM THOSE SPECIFIC DISCUSSIONS IN WHICH A CONFLICT MAY EXIST. IF THERE IS ANY QUESTION OF UNDUE INFLUENCE ARISING FROM ANYTHING BUT PURELY DISINTERESTED MOTIVES, THEN DISCUSSION SHOULD SIMPLY BE LIMITED TO MEMBERS OF THE RESPECTIVE BODIES.

THERE SHOULD BE NO RELUCTANCE TO EMPLOY EXECUTIVE SESSION WHENEVER A CHAIR FEELS THAT DISCUSSION MAY INVOLVE SENSITIVE MATTERS. EXECUTIVE SESSIONS OF THE AOA BUREAU SHALL BE LIMITED TO VOTING MEMBERS OF THE AOA BUREAU, THE AOA CHIEF EXECUTIVE OFFICER, THE SECRETARY TO THE BUREAU, AND BY INVITATION, TO THOSE PARTICIPANTS DEEMED APPROPRIATE TO THE DISCUSSION.

INDIVIDUALS ASKED TO SERVE ON THE BUREAU AND ITS COUNCILS AND OTHER BODIES WILL HONESTLY EXAMINE THEIR INDIVIDUAL CIRCUMSTANCES AND DETERMINE WHETHER THEY CAN RENDER FAIR AND UNBIASED SERVICE IN GENERAL. BEFORE THE BODY SITS DOWN TO SERVE, ALL OF THE MEMBERS MUST HAVE GONE THROUGH THIS SELF-EXAMINATION. THIS IS ALSO TRUE FOR STAFF AND TEAM AND PANEL MEMBERS. FULL DISCLOSURE OF ANY DOUBTFUL SITUATION TO THE OTHER MEMBERS OF THE BODY MUST BE MADE. THIS IS PARTICULARLY TRUE OF SITUATIONS WHERE THE INDIVIDUAL MAY HONESTLY FEEL THAT HE OR SHE CAN BE FAIR, BUT THE SITUATION GIVES RISE TO, OR MAY GIVE RISE TO, AN APPEARANCE OF IMPROPRIETY.

THE DECISION TO WITHDRAW FROM DISCUSSIONS AND/OR NOT TO VOTE SHOULD INITIALLY COME FROM THE INDIVIDUAL, BUT THE FINAL DECISION MUST COME FROM THE CHAIR OR THE MAJORITY OF THE OTHER MEMBERS. IF THE CHAIR RULES, SUCH RULING; SHOULD BE SUBJECT TO A CALL FOR A VOTE BY OTHER MEMBERS. THE CHAIR MAY FEEL THAT HE OR SHE SHOULD NOT SUBSTITUTE HIS OR HER JUDGMENT FOR THAT OF A MAJORITY AND MAY WANT TO CALL FOR A VOTE AT THE OUTSET. IT MAY BE THAT ONE MEMBER MAY BRING TO THE ATTENTION OF THE BODY A POSSIBLE CONFLICT SITUATION INVOLVING ANOTHER MEMBER. NEEDLESS TO SAY, THIS CAN

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444 GIVE RISE TO A CERTAIN AMOUNT OF ACRIMONY IN SOME CASES. CONSEQUENTLY,
445 EACH MEMBER SHOULD KEEP IN MIND THAT HE OR SHE SHOULD DISCLOSE HIS OR HER
446 OWN POSSIBLE CONFLICT, SO AS NOT TO PUT THAT SORT OF BURDEN ON A FELLOW
447 MEMBER. IT MAY BE THAT THE VERY PRESENCE OF A MEMBER WITH A CONFLICT
448 WOULD INHIBIT THE DISCUSSIONS AND ACTIONS OF A BODY, SO IT IS NOT
449 UNWARRANTED TO ASK A MEMBER TO ABSENT HIM OR HERSELF FROM THE
450 DELIBERATIONS IN SOME CIRCUMSTANCES. IN SOME CASES IT MAY NOT BE CLEAR AS
451 TO WHAT PARTICULAR BODY SHOULD BE INFORMED AND MAKE RULINGS. IN CASE OF
452 DOUBT, MATTERS SHOULD BE BROUGHT TO THE BUREAU.

453
454 IT IS OFTEN DIFFICULT TO DEFINE MATTERS INVOLVING CONFLICTS. CLEARLY, A
455 FINANCIAL INTEREST CREATES A CONFLICT. HOWEVER, SOME FINANCIAL INTERESTS
456 ARE INDIRECT AND IT IS HERE THAT A MEMBER MUST SEARCH HIS OR HER
457 CONSCIENCE, BECAUSE SUCH INTEREST MAY NOT APPEAR TO THE OTHERS. ANYONE
458 SERVING ON A BOARD OR COMMITTEE BRINGS TO THE BODY THE SUM TOTAL OF HIS OR
459 HER EXPERIENCE AND PERSONAL OPINIONS. THE KEY QUESTION IS WHETHER A
460 PARTICULAR OPINION OR BELIEF CAN STAND IN THE WAY OF RENDERING A FAIR AN
461 UNBIASED DISCUSSION OR DECISION BASED ON THE FACTS AND THE RULES. THIS MAY
462 BE A HIGHLY SUBJECTIVE DETERMINATION AND IT UNDERSCORES THAT INDIVIDUALS
463 SHOULD BE REQUIRE TO MAKE DISCLOSURE TO THE OTHER MEMBERS WHENEVER
464 THERE IS A QUESTION.

465
466 IN THE ACCREDITATION AREA, EXAMPLES OF SITUATIONS, WHICH MAY OR MAY NOT
467 CREATE CONFLICTS, ARE:

- 468
469 (A) BEING AN ALUMNUS OR ALUMNA OF AN OPTI UNDER CONSIDERATION;
470 (B) BEING AN EMPLOYEE OR BOARD MEMBER OF THE OPTI (THIS WOULD MOST
471 LIKELY CREATE A CONFLICT);
472 (C) BEING INVOLVED WITH A COMPETITOR OF THE OPTI (COMPETITION IS OFTEN
473 DIFFICULT TO ASCERTAIN -- THERE IS A QUESTION OF DIRECT OR REMOTE
474 COMPETITION); AND
475 (D) HAVING A FAMILY OR BUSINESS RELATIONSHIP WITH OTHERS AFFILIATED WITH
476 THE OPTI UNDER CONSIDERATION.

477
478 THIS IS NOT AN INCLUSIVE LIST, BUT IS INTENDED TO GIVE SOME GUIDANCE.

479
480 IT SHOULD BE KEPT IN MIND THAT THE INTEGRITY OF THE RESPECTIVE BODY IS
481 ALWAYS AT RISK, SO THAT EACH MEMBER SHOULD BE CONSTANTLY AWARE OF
482 CREATING AN APPEARANCE OF IMPROPER CONDUCT EVEN WHERE THERE MAY NOT BE
483 SUCH IN FACT. CONNECTIONS WITH AFFECTED INDIVIDUALS AND INSTITUTIONS
484 CANNOT ALWAYS BE AVOIDED. SUCH CONNECTIONS OFTEN BRING A MEASURE OF
485 EXPERIENCE AND EXPERTISE TO THE PROCESS. HOWEVER, WHEN SUCH CONNECTIONS
486 EXIST, IT IS PRUDENT TO ERR ON THE SIDE OF GREATER CAUTION AND MAKE FULL
487 DISCLOSURE.

488
489 E.. DOCUMENT POSTING

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491 PURSUANT TO AOA BOARD OF TRUSTEES POLICY, ALL DOCUMENTS WHICH THE
492 BUREAU SUBMITS TO THE AOA BOARD OF TRUSTEES FOR FINAL APPROVAL WILL BE
493 UPDATED AND POSTED ON THE AOA WEBSITE WITHIN NINETY (90) DAYS OF BOARD OF
494 TRUSTEES FINAL ACTION.

495 V. APPENDICES

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APPENDIX A: Appeal Procedures and the Appeal Process

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I. Introduction

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The Bureau maintains an appeal process for review of actions of the COPT and its subordinated councils, and the COCME.¹ The appeal process is supervised by a standing Appeal Committee that is appointed each year pursuant to the procedures set forth below. Except as otherwise provided in this document, the Bureau Appeal Committee shall be the first level for appeal from actions of the COPT and its subordinated councils and the COCME. Decisions of the Bureau Appeal Committee may be appealed to the AOA Board of Trustees.

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II. Meetings of the Appeal Committee

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The Appeal Committee may hold meetings in conjunction with regularly scheduled Bureau meetings. Additionally, where appropriate, the Appeal Committee Chair may call special meetings of the Committee with seven (7) days prior written notice of the time and date of such meetings to all Committee members. All program, OPTI and Specialty College appeal requests must occur within 60 days of appeal submission. Special meetings may take place telephonically or by other means of electronic communications. However, no meeting of the Appeal Committee may convene without three (3) members or alternate members present.

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III. Membership in the Appeal Committee

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Membership of the Appeal Committee shall be determined as described in the *Handbook*. Members shall serve a one year term.

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In addition, three (3) BOE members shall be elected to serve as alternate members of the Appeal Committee.

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No member or alternate member of the Appeal Committee may hear or vote on an appeal when that member has previously acted on the appellant's case, or has any interest in or relationship to an appellant (e.g., works in the same institution). Where appropriate, members of the Appeal Committee may recuse themselves from hearing any appeal. An appellant may indicate their concerns about possible conflict(s) of interest with member(s) of the Appeal Committee.

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IV. Appeal Requests

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¹ The COPT includes two subordinated councils: the Program and Trainee Review Council (PRTC) and the Council on Osteopathic Postdoctoral Training Institutions (COPTI).

² Where appropriate, appellants from decisions of the COCME may appeal actions of the COCME to the BOE Appeal Committee.

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A. Who May Appeal

1. Any individual member, or an approved/accredited educational institution, may appeal any decision of a constituent council of the Bureau.
2. Specialty affiliates may appeal to the Appeal Committee, but must do so within thirty (30) days of receipt of the constituent council decision. Thereafter, the Appeal Committee shall hear the appeal at a regular meeting or special meeting within sixty (60) days of appeal submission.
3. Constituent committees, councils, and/or bureaus of the AOA shall not initiate, or be granted, an appeal, but may request an appeal to the AOA Board of Trustees.

B. Scope of Appeal. The Appeal Committee has jurisdiction to consider appeals based on allegations of unequal application of regulations, requirements or standards; unwarranted discrimination; prejudice; unfairness; or improper conduct of all or any part of the action taken by the council or committee.

C. Initiation of Appeal. Appellants shall initiate the appeal process by submitting written requests for appeals to the Chair of the Bureau. The request for appeal shall include a summary of the factual background surrounding the matter and the alleged basis for the appeal. Where possible, the request should be supported by documentation that either supports the appellant’s position or provides information regarding facts or circumstances that the constituent council or committee did not give due consideration.

D. Filing an Appeal Request. Appeal requests shall be filed with the Appeal Committee Chair and sent care of the following address: Secretary, Bureau of Osteopathic Education, American Osteopathic Association, 142 E. Ontario Street, Chicago, Illinois 60611. Appeal requests may also be submitted by email or other electronic communication by first contacting the Secretary for the appropriate address.

During the appeal process it is important that the Appeal Committee be notified of any change in address so that the procedure is not delayed because communications are not received in a timely fashion.

Following receipt of an appeal request, AOA staff shall review the request and documentation to confirm that the appeal meets the requirements set forth above and is within the Appeal Committee’s jurisdiction. Appellants shall be notified within 10 business days whether or not a request for a hearing has been granted and provided information as to the anticipated date, time and location for the hearing. If an appeal is granted, staff shall also notify the Secretary of the constituent council or committee and any other parties concerned with the decision.

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591 E. Effect of Appeal/Stay of Underlying Decision. Upon receipt of a request for an
 592 appeal, the underlying action ordered by the constituent council or committee
 593 shall be stayed. The Chair of the Appeal Committee shall review appeal
 594 petitions within one month of receipt to determine if the stay is necessary or
 595 appropriate. The parties shall be notified if the Chair decides to remove the stay.
 596 Appellants or appellees may submit written materials to the Chair in support of
 597 or opposition to a stay.
 598

599 F. Requests for Reconsideration. In addition to an appeal, appellants may seek
 600 reconsideration from the constituent committee. To request reconsideration,
 601 within thirty (30) days of receipt of the notice of action, the appellant seeking
 602 reconsideration shall submit a formal written request to the chair of the relevant
 603 council or committee and the BOE Chair. Requests for reconsideration shall be
 604 based on facts or information not available at the time the council or committee
 605 acted. The basis for the request for reconsideration must be stated in the request.
 606 Reconsideration is a discretionary action and not a right. Following receipt of a
 607 request for reconsideration, a constituent council or committee may choose not to
 608 consider a request for reconsideration. Decisions to grant or deny
 609 reconsideration cannot be appealed to the appeal committee.
 610

V. Appeal Fees

611 All educational programs, specialty colleges and OPTIs must submit a \$2,500 appeal fee
 612 with the formal written appeal request. Appeal fees do not apply to individual requests
 613 from students or physicians, including trainees. Should the Bureau Appeal Committee
 614 overturn a decision from one of the Education Councils, half the application fee (\$1,250)
 615 would be returned to the appellant, whether the decision was fully or partially overturned.
 616
 617
 618

VI. Appeal Presentation and Protocol

619 A. Written Submissions. Once a hearing date is scheduled, parties involved in the
 620 appeal may submit written materials in support of or opposition to the appeal.
 621 The written submissions should be submitted no later than fourteen (14) days
 622 before the appeal hearing date in order to ensure that the Committee has an
 623 opportunity to review the materials. The materials should include copies of
 624 appropriate documentation and be limited to the specific issues involved in the
 625 appeal. Personal narratives, without supporting documentation, are discouraged.
 626
 627
 628

629 At the request of the Appeal Committee or a Council whose decision is involved
 630 in an appeal, a constituent council may participate in the appeal process by
 631 submitting written documentation, attending the appeal hearing to respond to
 632 questions of the Appeal Committee or, with the consent of the Appeal Committee
 633 chair, making an oral presentation at the appeal hearing.
 634

635 Third-party presentations concerning the appeal, either orally or in writing will
 636 be accepted in appropriate circumstances. The other parties to the appeal will be
 637 advised of the third party submission.
 638

639 The materials submitted by the parties should be limited to information and
 640 documentation available to the constituent council. If new material is submitted

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- 641 by the parties, the Appeal Committee may refer the appeal to the constituent
 642 council or committee as a request for reconsideration.
 643
- 644 B. Format for Appeal Hearing. The Chair of the Appeal Committee shall determine
 645 the protocol for the appeal based on the facts and circumstances presented.
 646 Appeal hearings will generally conform to the following guidelines:
 647
- 648 Approximately forty (40) minutes is allocated for the appeal:
 649 • Five (5) minutes for the constituent council or committee to state its position
 650 • Ten (10) minutes for the appellant’s presentation
 651 • Five (5) minutes for a presentation from the opposing party
 652 • Ten (10) minutes for questions from members of the Appeal Committee
 653 • Five (5) minutes for the opposing party’s final statement
 654 • Five (5) minutes for the appellant’s final statement
 655
- 656 C. Alternate Appeal Formats. Appellants are strongly encouraged to appear in
 657 person to present at appeal hearings. However, at the request of an appellant, an
 658 appeal may be heard telephonically or reviewed solely on the basis of materials
 659 submitted in writing. A request for a presentation by telephone or an appeal
 660 based solely on documents should be made no less than fourteen (14) days prior
 661 to the scheduled hearing date.
 662
- 663 D. Representation by Counsel. An appellant may be represented by legal counsel.
 664 However, even when represented by legal counsel, an appellant must answer
 665 questions raised by the Appeal Committee during the question and answer
 666 portion of the hearing. If the appellant intends to have legal counsel present, the
 667 Appeal Committee must be notified of the name and address of counsel at least
 668 fourteen (14) days prior to the hearing. Expenses incurred in connection with the
 669 appeal
 670 shall be borne by the parties to the appeal and shall not be the responsibility of
 671 the Appeal Committee or the AOA.
 672
- 673 E. Following the hearing, the Appeal Committee will conduct deliberations in
 674 Executive Session. All proceedings of the hearing are held in confidence.
 675

VII. Adjudication by the Appeal Committee

676 The Appeal Committee takes action on all appeals heard and may decide upon any of the
 677 following outcomes:
 678

- 679 • **Deny** – Actions of the constituent committee or council are upheld.
- 680 • **Approve** – Actions of the constituent committee or council are overturned.
- 681 • **Request Additional Information** – The Committee determines that it needs
 682 additional information to decide the appeal and requests that the parties provide
 683 additional information.
- 684 • **Defer** – The appeal is remanded back to the constituent committee or council for
 685 further review. The constituent committee or council is advised to submit any new
 686 recommendations or information for the next regularly scheduled meeting of the
 687 Appeal Committee.
 688

689 Deliberations of any appeal and all materials reviewed are held in confidence, in
 690 accordance with the policies of the AOA and the Bureau of Osteopathic Education.
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Appellants should note that an appeal request will not automatically extend the time of program approval or OPTI accreditation. While an appeal will temporarily stay the action recommended by a council, the appeal committee has the authority to maintain the original action date of the council decision as part of its decision.

VIII. Formal Notification of Appeal Action

Within twenty-one (21) days of the hearing, the Secretary of the Appeal Committee shall notify all parties to an appeal of the action taken. All actions shall be communicated to the appellant by mail or electronic mail and shall indicate that parties have the right to appeal the Committee’s decision to the AOA Board of Trustees within thirty (30) days of receipt of the notice by submitting a formal request for appeal to the Chief Operating Officer, American Osteopathic Association, 142 E. Ontario Street, Chicago, Illinois, 60611. The notice shall also indicate that if an action is not appealed within the thirty (30) day limit, the action of the Bureau of Osteopathic Education Appeal Committee is final.

SUBJECT: AOA OSTEOPATHIC GRADUATE MEDICAL EDUCATION
ACCREDITATION AFTER JULY 1, 2020

SUBMITTED BY: Bureau of Osteopathic Education

REFERRED TO: BOT Reference Committee 1

1 WHEREAS, on February 26, 2014, the Accreditation Council for Graduate Medical Education
2 (ACGME), American Osteopathic Association (AOA), and American Association of
3 Colleges of Osteopathic Medicine (AACOM) announced their agreement to a
4 Memorandum of Understanding (MOU) outlining a single graduate medical education
5 accreditation system in the United States, and

6 WHEREAS, between July 1, 2015, and June 30, 2020, all AOA-approved training programs had
7 the opportunity to apply for ACGME accreditation, and

8 WHEREAS, the AOA set specific policies for programs to apply for ACGME accreditation in
9 order to continue to recruit and accept trainees who would complete training after June,
10 30, 2020, and

11 WHEREAS, the terms of the MOU require that the AOA no longer accredit GME programs
12 after June 30, 2020, and

13 WHEREAS, the ACGME, AOA, and AACOM recognized there would be unique
14 circumstances whereby some programs make a good faith effort to achieve ACGME
15 accreditation but still have not transitioned successfully to ACGME accreditation by
16 June 30, 2020 and came to an agreement in March 2017 which gave the AOA restricted
17 authority to extend the AOA accreditation date to allow any remaining resident in such
18 programs to complete training in an accredited program, and

19 WHEREAS, AOA programs that do not have ACGME initial or continued accreditation as of
20 July 1, 2019 must work with their Osteopathic Postdoctoral Training Institutions
21 (OPTI) and sponsoring institution to develop and submit a plan by September 1, 2019
22 for the potential transfer of all trainees to an ACGME accredited program or to teach
23 out the remaining trainees under the AOA's restricted accreditation authority and these
24 plans will be reviewed by the respective Specialty College Evaluating Committee (SPEC)
25 and Program Trainee Review Committee (PTRC) for approval, and

26 WHEREAS, while OPTIs have made and continue to make a valuable contribution to the
27 continuum of osteopathic medical education by assisting colleges of osteopathic
28 medicine (COMs) in meeting the Commission on Osteopathic College
29 Accreditation(COCA) requirements and programs maintain ACGME accreditation and
30 osteopathic recognition, a separate accreditation for OPTIs is burdensome on their
31 ability to assist their partners, and

1 WHEREAS, after gaining feedback from a working group of the Council on Postdoctoral
2 Training and PTRC members, surveys of specialty colleges and OPTIs, and other
3 stakeholder comments, the AOA’s restricted accreditation authority for programs who
4 have not achieved ACGME accreditation by July 1, 2020 should assure that remaining
5 programs are in compliance with AOA basic standards so all remaining trainees receive
6 quality training to provide safe and effective patient care upon program completion;
7 now, therefore, be it

8 RESOLVED, that the Council on Postdoctoral Training (COPT) be disbanded July 1, 2020 and
9 Program Trainee Review Committee (PTRC) manage COPT’s responsibilities; and, be it
10 further

11 RESOLVED, that the American Osteopathic Association (AOA) Osteopathic Graduate
12 Medical Education (OGME) accreditation after July 1, 2020 require semiannual
13 reporting from programs regarding trainee progress to completion, case logs (if required
14 by specialty college), curriculum, faculty participation, and other substantive changes;
15 and, be it further

16 RESOLVED, that AOA OGME accreditation after July 1, 2020 require annual surveys from
17 residents to monitor clinical education and provide information of potential non-
18 compliance with standards; and, be it further

19 RESOLVED, that AOA OGME accreditation after July 1, 2020 require annual virtual meetings
20 with residents to monitor clinical education and address concerns; and, be it further

21 RESOLVED, that specialty college evaluating committees meet at least semi-annually to review
22 data provided by programs and residents and continue to process and make
23 recommendations to PTRC regarding program’s continuing approval and compliance
24 with AOA standards; and, be it further

25 RESOLVED, that specialty college evaluating committees annually review and approve
26 graduated residents as training complete, inclusive of attestation from the program
27 director that the resident completed the program and other documentation as required
28 by the specialty college, and report that information to PTRC; and, be it further

29 RESOLVED, that specialty college evaluating committees and COPTI review and recommend
30 revisions to their basic standards and eliminate standards not focused upon meeting
31 immediate needs and those unlikely to change the outcome of resident training and
32 submit those revisions to COPT at their fall 2019 meeting; and, be it further

33 RESOLVED, that the revisions to the attached AOA Basic Documents for Postdoctoral
34 Training and PTRC Handbook be approved to reflect AOA’s restricted OGME
35 accreditation structure effective July 1, 2020 and thereafter.

ACTION TAKEN **APPROVED**

DATE **July 25, 2019**



AMERICAN OSTEOPATHIC ASSOCIATION

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

Adopted BOT 2/2004
Rev. BOT 7/2004
Rev. BOT 2/2005
Rev. BOT 7/2006
Rev. BOT 7/2007
Rev. BOT 7/2008
Rev. BOT 7/2009
Rev. BOT 2/2010
Rev. BOT 7/2011
Rev. BOT 3/2012
Rev. BOT 7/2012
Rev. BOT 3/2013
Rev. BOT 3/2014
Rev. BOT 7/2015
Rev. BOT 2/2016
Rev. BOT 7/2016
Rev. BOT 3/2018

SECTION I: INTRODUCTION TO POSTDOCTORAL TRAINING

This document contains the standards for ~~internship and residency~~ AOA-APPROVED OSTEOPATHIC GRADUATE MEDICINE EDUCATION (OGME) training programs and accreditation standards for osteopathic postdoctoral training institutions (OPTI). In Part One, there are eight sections, which provides an overview of the approvals for new and continuing OGME training programs. Section I provides an introduction to this document. Section II is the mission statement regarding the objective/purpose of standards. Section III is an overview of Education Program Goals based on the Core Competencies. Section IV describes Institutional Requirements. Section V provides general Program Requirements and Content. Section VI contains the requirements for the DMEs, Program Director and Faculty. Section VII contains requirements for 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.

ON FEBRUARY 26, 2014, THE ACGME, AOA, AND AACOM ANNOUNCED THEIR AGREEMENT TO A MEMORANDUM OF UNDERSTANDING (MOU) OUTLINING A SINGLE GRADUATE MEDICAL EDUCATION ACCREDITATION SYSTEM IN THE UNITED STATES. BETWEEN JULY 1, 2015 AND JUNE 30, 2020, ALL AOA-APPROVED TRAINING PROGRAMS HAD THE OPPORTUNITY TO APPLY FOR ACGME ACCREDITATION. THE AOA SET SPECIFIC POLICIES FOR PROGRAMS TO APPLY FOR ACGME ACCREDITATION IN ORDER TO CONTINUE TO RECRUIT AND ACCEPT TRAINEES WHO WOULD COMPLETE TRAINING AFTER JUNE, 30, 2020. THE TERMS OF THE AGREEMENT FOR THE SINGLE GME ACCREDITATION SYSTEM REQUIRE THAT THE AOA NO LONGER ACCREDIT GME PROGRAMS AFTER JUNE 30, 2020. THE ACGME, AOA, AND AACOM RECOGNIZED THERE WOULD BE UNIQUE CIRCUMSTANCES WHEREBY SOME PROGRAMS MAKE A GOOD FAITH EFFORT TO ACHIEVE ACGME ACCREDITATION BUT STILL HAVE NOT TRANSITIONED SUCCESSFULLY TO ACGME ACCREDITATION BY JUNE 30, 2020. THE THREE ORGANIZATIONS CAME TO AN AGREEMENT IN MARCH 2017 WHICH GIVES THE AOA RESTRICTED AUTHORITY TO EXTEND THE AOA ACCREDITATION DATE TO ALLOW ANY REMAINING RESIDENT IN SUCH PROGRAMS TO COMPLETE TRAINING IN AN ACCREDITED PROGRAM AND ADVANCE TO AOA BOARD ELIGIBILITY.

To assure that institutions are committed to and capable of delivering uniquely osteopathic postdoctoral training, the American Osteopathic Association (AOA) approved an additional resource to assist in the evaluation and approval of training programs and restructured the Department of Education in 2004 to provide greater support to osteopathic graduate medical education. Osteopathic Postdoctoral Training Institutions (OPTIs) were approved as a required

1 accredited osteopathic graduate medical education structure. Such accreditation provides the
 2 public appropriate governmental jurisdictions, the osteopathic medical profession, and interns
 3 and residents assurance that accredited OPTIs have met or exceeded basic established levels of
 4 quality for postdoctoral education in osteopathic medicine. The accreditation process involves
 5 systematic examination and peer examination and evaluation of all aspects of the educational
 6 impact and effectiveness of an OPTI as measured against AOA-approved standards. The benefits
 7 realized from this process include the assessment of an institution's financial and philosophical
 8 ability to provide quality training programs and the assurance to interns and residents that they
 9 are entering educationally and financially stable programs.

10 The Bureau of Osteopathic Education (Bureau), with the Council on Osteopathic Postdoctoral
 11 Training Institutions (COPTI), accredit individual OPTIs which are composed of at least one
 12 hospital with an AOA approved training program and one college of osteopathic medicine
 13 accredited by the Commission on Osteopathic College Accreditation (COCA). The OPTIs
 14 governing body shall define the mission/objectives of the OPTI, which shall include providing
 15 programs of postdoctoral instruction and training in the art, science, and practice of osteopathic
 16 medicine, and contributing to the community by providing distinctive osteopathic patient care.
 17 AS OF JULY 2020, THE COUNCIL ON POSTDOCTORAL TRAINING (COPT) WILL BE
 18 DISBANDED. ~~The Council on Postdoctoral Training~~ PROGRAM AND TRAINEE REVIEW
 19 COUNCIL (PTRC) is the global policy making body for all training programs. Recognized
 20 Specialty affiliates develop standards for the seven core competencies required for all specialties
 21 which are approved through the Bureau OF OSTEOPATHIC EDUCATION (BOE) up to the
 22 Board of Trustees for final approval. The AOA Program and Trainee Review Council (PTRC) is
 23 ALSO the approval body for ~~internships, residency training~~ AOA-APPROVED OGME
 24 ~~programs. and other postgraduate medical training and final approval of completion of training~~
 25 ~~before eligibility for AOA Board Certification~~ The PTRC and COPTI reports to the BOE and
 26 the BOE reports to the Board of Trustees.

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

31 The context and process used by COPTI in the accreditation of OPTIs are found in this
 32 document, Part Two, *Basic Document for Osteopathic Postdoctoral Training Institutions*
 33 *(OPTIs)*.
 34

1 **SECTION II. MISSION STATEMENT FOR**
2 **POSTDOCTORAL TRAINING**

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

6 The mission of the AOA ~~Council on Postdoctoral Training (COPT)~~PROGRAM AND TRAINEE
7 REVIEW COUNCIL is to assure the trainees, hospitals, patients, the medical profession, and the
8 public that osteopathic leadership will strive to provide quality osteopathic postdoctoral training
9 leading to optimal healthcare outcomes. ~~The AOA Board of Trustees approved an initiative to~~
10 ~~promote uniform standards for all its accrediting bodies in postdoctoral training, CME and~~
11 ~~Healthcare Facilities Accreditation to enhance quality and improve compliance.~~ The AOA Board
12 of Trustees has also directed the ~~COPT~~ SPECIALTY COLLEGES to advance uniform standards
13 specification to the specialty college evaluation committees. The ~~COPT~~AOA has adopted a
14 policy indicating that all specialty Basic Standards must be reviewed by the respective specialty
15 and amended as necessary, no less frequently than every three years from the date of the last
16 Board Approval as printed on the specialty standards posted to the AOA Website under
17 Education and Postdoctoral Training.

18 The American Osteopathic Association (AOA) is the only accrediting agency for osteopathic
19 graduate medical education in the United States. Osteopathic postdoctoral training programs are
20 recognized by US federal and state agencies such as the Center for Medicare and Medicaid
21 Services (CMS) and all state licensing boards. AS PART OF THE TRANSITION TO THE
22 SINGLE GME ACCREDITATION SYSTEM, THE ACGME BEGAN OSTEOPATHIC
23 RECOGNITION WHICH IS A DESIGNATION CONFERRED BY THE ACGME'S
24 OSTEOPATHIC PRINCIPLES COMMITTEE UPON ACGME-ACCREDITED PROGRAMS
25 THAT DEMONSTRATE, THROUGH A FORMAL APPLICATION PROCESS, THE
26 COMMITMENT TO TEACHING AND ASSESSING OSTEOPATHIC PRINCIPLES AND
27 PRACTICE (OPP) AT THE GRADUATE MEDICAL EDUCATION LEVEL.

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

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

SECTION III. OGME GOALS

1 Fundamentally, Osteopathic Graduate Medical Education (OGME) is designed to provide
 2 trainees progressive and supervised opportunities to ensure adequate preparation for the
 3 independent practice of medicine. The AOA ~~Council on Postdoctoral Training~~
 4 ~~(COPT)~~PROGRAM AND TRAINEE REVIEW COUNCIL (PTRC) is responsible for
 5 developing and enforcing postdoctoral training requirements, policies and procedures in order to
 6 ensure high quality osteopathic training programs.

7 **Osteopathic Medical Education Continuum**

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

18 **OGME Structure through the Core Competencies**

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

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

38 **Foundation and Tradition of Primary Care**

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

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

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

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

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

11 a. An OPTI seeking to academically sponsor an AOA-approved OGME program at a
12 training institution must have been provisionally accredited at least 6 months or longer,
13 preceding the date of approval of the training program(s).

14 4.2 Training institutions which conduct AOA approved training programs and issue trainee
15 contracts may include:

16 a. Hospitals accredited by a Medicare-approved accrediting body.

17 b. Federally qualified health centers.

18 c. Community teaching health centers.

19 d. Freestanding ambulatory accredited surgery centers.

20 e. Colleges of osteopathic medicine.

21 f. Freestanding ambulatory centers

22 g. COPT approved consortium

23 4.3 OPTI academic sponsors shall be responsible for monitoring OGME programs at its partner
24 training institutions.

25 a. Sponsorship shall require an OPTI affiliation/sponsor agreement indicating the
26 responsibilities of the academic sponsor and the training institution.

27 b. The academic sponsor must declare accountability for compliance of training
28 institutions with AOA policies including affiliation agreements, AOA Match
29 Program, quality performance, trainee evaluations, and participation in on-site
30 program reviews, corrective action plans, internal reviews and core competency
31 compliance.

32 c. The affiliation/sponsor agreement shall be a single agreement and available at all on-
33 site reviews.

- 1 4.4 The training institution (sponsored institution conducting training) must provide administrative,
2 financial, educational, technological and other support services for each educational program
3 and provide resources to maintain quality training program(s) including faculty development,
4 curriculum, research support, evaluation methods and osteopathic principles and practice
5 training.
- 6 4.5 An institution wishing to establish a residency program shall meet the requirements set forth
7 under specialty college basic standards and the AOA Basic Documents for Postdoctoral
8 Training. The training institution must commit to a balance between education and service,
9 as evidenced by documentation of work hour schedules inclusive of academic and research
10 opportunities and attendance at clinical training and educational activities.
- 11 4.6 If the training institution is not the sole training site and uses affiliate sites to meet the
12 training requirements defined in AOA general requirements and specialty standards,
13 affiliation agreements must be available and rotations noted on trainee schedules.
- 14 4.7 The DME and the OPTI must sign all corrective action responses to deficiencies cited by
15 the Program and Trainee Review Council (PTRC).
- 16 4.8 All ~~applications or~~ correspondence related to substantive program changes must be signed
17 by ~~the training institution, and~~ the OPTI CEO/CAO or other designated OPTI officer,
18 DME AND PROGRAM DIRECTOR.
- 19 4.9 The training institution and OPTI shall be the point of contact for all business and other
20 correspondence regarding approved programs.

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

- 22 4.1 All training institutions shall be in substantial compliance with AOA requirements for
23 institutions and programs in accordance with all AOA general requirements including, but
24 not limited to, AOA postdoctoral standards, core competency compliance program, internal
25 review policy and corrective action plans and specialty standards.
- 26 4.2 ~~CONTINUING~~ Approval of an OGME program ~~and eligibility to recruit trainees~~ shall be
27 contingent based upon the following criteria:
- 28 a. Maintain AOA educational institutional accreditation status;
- 29 b. Maintain program sponsorship from an accredited OPTI;
- 30 c. Participate in on-site reviews;
- 31 d. Provide requested documentation within 30 days of notification of deferral of
32 program action by the PTRC or specialty college;
- 33 e. Follow directives associated with the program or trainee approval process;
- 34 f. Complete and submit the AOA ~~Annual Trainee Information, Verification and~~
35 ~~Registration Audit (TIVRA)~~ SEMIANNUAL REQUESTS FOR DATA;
- 36 g. ~~Annually update AOA Opportunities program data between March 1 and June 30~~
- 37 h. Comply with the work hours and moonlighting policies;

- 1 i. Payment of fees within 90 days of the invoice date;
- 2 j. ~~Participate in the Electronic Residency Application Service (ERAS);~~
- 3 k. ~~Acceptance of osteopathic trainees through participation in the AOA Match;~~
- 4 l. Issue single-year training contracts.

5 4.3 Any institution failing to submit annual postdoctoral fees by the 90 day requirement
6 following the billing invoice shall be automatically placed on probation ~~without the ability to~~
7 ~~recruit the next year, and a penalty shall accrue at 10% from day 1-30, and at 20% from day~~
8 ~~31-60 after March 31 (90 day deadline).~~ After 60 days non-payment beyond deadline, the
9 program(s) shall be considered terminated on June 30 of the subsequent year. Payment of
10 fees during the 60 day probationary period shall immediately remove the program(s) from
11 probation ~~and reinstate recruiting.~~

12 ~~4.4 Any AOA programs failing to accurately complete the required TIVRA data by October 15~~
13 ~~annually shall be charged a \$5,000 penalty per institution or \$1,000 per program if it has 4 or~~
14 ~~fewer programs. If participation has not occurred by 3 months after the October 15th~~
15 ~~deadline, the program will be notified of termination to occur on June 30 of the subsequent~~
16 ~~year.~~

17 ~~4.5 Any AOA programs failing to accurately complete the required "Opportunities" on-line~~
18 ~~updates by June 30 annually will be charged a \$5,000 penalty per institution or \$1,000 per~~
19 ~~program if it has four programs or less. If participation has not occurred by October 15,~~
20 ~~the program (s) involved will be notified of termination to occur on June 30, of the~~
21 ~~subsequent year.~~

22 ~~Prior to invoking the penalties above in B 4.3-4.5 said failures will be verified. Penalty fees~~
23 ~~will be applied to the activities of the Department of Education.~~

24 C. Requirements for Affiliate Institutions

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

29 4.1 The training institution shall obtain the following information from the affiliate
30 institution:

- 31 a. A written affiliation agreement (to be available at on-site program reviews) which
32 includes rationale for rotations, specific rotations, educational expectations,
33 responsibility of trainees and supervising faculty, requirement for evaluation of
34 trainee performance and any applicable institutional business or legal agreement;
- 35 b. Written verification of current patient scope, volume, and variety (to be available
36 for on-site reviews in specific specialties as required);
- 37 c. Curriculum vita of the physician responsible for the supervision of the trainees
38 while at the affiliate institution (to be available for on-site reviews).

39 4.2 Affiliation agreements must be maintained and reviewed by the training institution and
40 medical education committee (MEC) at least every five (5) years, and updated as

1 necessary to reflect changes in the program. Evidence must be documented in MEC
2 minutes.

3 4.3 The supervising physician at the affiliate institution, shall be responsible to the DME at
4 the training institution, credentialed as faculty in the residency program and shall assist in
5 the program on-site review process.

6 4.4 All evaluations of trainees conducted at affiliate institutions shall be made available to
7 the DME at the training institution upon the completion of the rotation and available for
8 on-site reviews.

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

10 4.1 The training institution must have a written statement of institutional commitment to
11 OGME signed and dated by both the CEO and Medical Education Committee (MEC)
12 chairperson.

13 a. The statement shall indicate a commitment to providing educational, financial, and
14 human resources necessary to support OGME as stated in Sec. IV, A.

15 b. The statement must be current and restated with any change of CEO or MEC
16 chairperson.

17 **E. Internal Review Process**

18 ~~4.1 Training institutions shall conduct internal reviews of approved programs to assess the~~
19 ~~learning environment, program quality and achievement of training standard~~
20 ~~requirements.~~

21 ~~4.2 The Medical Education Committee (MEC) shall be responsible for the development,~~
22 ~~implementation and oversight of the internal review process (See Section VI, E) and must~~
23 ~~comply with the following:~~

24 ~~a. The MEC must designate an internal review committee(s) to review each OGME~~
25 ~~program.~~

26 ~~b. This committee must include faculty, trainees from programs within the~~
27 ~~institution (training and/or affiliate) but from programs other than the one under~~
28 ~~review, a representative of the OPTI academic sponsor and other reviewers as~~
29 ~~determined by the MEC. For single program institutions, faculty and trainee~~
30 ~~participation may come from an affiliated program or OPTI partner.~~

31 ~~c. The review must follow a written protocol approved by the MEC that~~
32 ~~incorporates, at a minimum, the requirements in this policy.~~

33 ~~d. The written report of each internal review must be presented to, and reviewed by,~~
34 ~~the MEC and OPTI.~~

35 ~~e. Reviews must be conducted at approximately the midpoint between AOA~~
36 ~~program on-site reviews. Departmental annual reports, while often an important~~
37 ~~sources of information, do not meet the requirement for an internal review.~~

1 ~~4.3 — Where there are dually accredited (AOA and ACGME) programs in the same specialty,~~
2 ~~the internal review process for the AOA program, conducted simultaneously utilizing~~
3 ~~both AOA and ACGME standards, may be accepted as meeting the AOA mid-cycle~~
4 ~~review requirement if conducted within 12 months of the required date. If the ACGME~~
5 ~~review period exceeds the time of the AOA required mid-cycle review by more than 12~~
6 ~~months, a complete and separate AOA program internal review is required.~~

7 ~~4.4 — The internal review shall not be examined during AOA program review, but the internal~~
8 ~~review shall be recorded in the MEC minutes.~~

9 ~~4.5 — An internal review is not required during the new program approval period.~~

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

11 ~~4.1 — The AOA program shall enroll only graduates of COCA-accredited COMs.~~

12 ~~4.2 — The training institution shall have written policies and procedures for the recruitment,~~
13 ~~selection and appointment of trainees available for site review and published in the house~~
14 ~~staff manual~~

15 ~~4.3 — The training institution shall participate in ERAS and the AOA Match. Starting in 2014,~~
16 ~~Dermatology will be the only Option 3 specialty participating in the AOA Match.~~

17 ~~4.4 — Trainee recruitment shall be conducted following the policies and procedures of the AOA~~
18 ~~Match.~~

19 ~~a. — The institution shall not attempt to impose local requirements to supersede the AOA~~
20 ~~Match.~~

21 ~~4.5 — Documented violation of the AOA Match policies or procedures shall lead to suspension of~~
22 ~~the training program.~~

23 ~~4.6 — Institutions with AOA-approved programs must not discriminate with regard to race,~~
24 ~~gender, color, creed, religion, national origin, ancestry, age, marital status, disability, sexual~~
25 ~~orientation (including gender identity) or status as a protected veteran.~~

26 **G. Work Environment**

27 4.1 Institutional facilities and resources must be adequate to provide educational opportunities
28 to the trainee as set forth in Sec. IV, A.

29 4.2 The institution shall provide an on-call room for trainees that is clean, quiet, safe and
30 comfortable, to permit rest during call.

31 a. Toilet and shower facilities shall be present in, or convenient to, the on-call room.

32 b. Computer with access to relevant records, lab, imaging, and reference material shall
33 be present in, or convenient to, the on-call room.

34 4.3 The institution shall provide access to nourishment during all working shifts.

35 4.4 Institutions shall offer security measures to trainees to include hospital grounds, on-call
36 quarters, clinical facilities and parking facilities.

- 1 4.5 The institution shall provide an appropriate medical records system for access by trainees,
2 with exposure to electronic medical records where available.
- 3 4.6 Conference rooms shall be available for formal instruction.
- 4 4.7 Teaching aids shall be provided to facilitate learning, including access to computer, video,
5 and other electronic technologies.
- 6 4.8 Each training program must provide scope, volume, and variety to meet the program
7 standards and objectives and to allow trainees at all levels to be actively engaged in
8 educational and clinical opportunities.

9 **H. Library and Educational Resources**

- 10 4.1 The institution shall provide access to knowledge-based information resources and reference
11 materials adequate to support medical education activities at the institution, and readily
12 available to faculty and trainees at all times, including after hours and on weekends. This
13 standard may be met in conjunction with the OPTI partner of the institution.
- 14 4.2 Library resources shall include comprehensive electronic medical literature databases,
15 including Medline, medical dictionaries, major indexes, current textbooks and journals,
16 patient education materials, practice guidelines, and document services. Resources may
17 include print reference materials.
- 18 4.3 Library resources must include materials relevant to specialty or sub-specialty specific areas
19 relevant to AOA-approved programs, and materials relevant to osteopathic principles and
20 practice, and osteopathic manipulative treatment.
- 21 4.4 The library staff shall be appropriate to meet the needs of the institution's OGME programs
22 and have training to assist trainees with their information needs.
- 23 4.5 Library resources and services must be reviewed annually by the MEC and included in MEC
24 minutes.

25 **I. Core Competency Requirements**

- 26 4.1 The training institution shall ensure that each program defines, teaches and evaluates, in
27 accordance with published policy, AOA and specialty college requirements, the specific
28 knowledge, skills, attitudes and experience required for trainees to learn and demonstrate
29 the following basic osteopathic core competencies. Please see [the AOA website](#) "Core
30 Competency Compliance Program Parts 1, 2, 3 (CCCP)," for options to develop the
31 required Institutional Core Competency Plan and methods for teaching and evaluation of
32 trainees.
- 33 a. Osteopathic medicine defines itself in light of its osteopathic principles and
34 practice (OPP). This philosophical and practical approach to patient care is the
35 foundation upon which every one of the following enumerated osteopathic
36 medical competencies is based and must be demonstrated to be integrated
37 throughout the curriculum. Osteopathic principles and practice is the essential

1 foundation to each and every aspect of the evaluation, diagnosis, and care of our
2 patients.

- 3 i. Osteopathic Philosophy, Principles and Manipulative Treatment;
- 4 ii. Medical Knowledge and Its Application Into Osteopathic Medical
5 Practice,
- 6 iii. Osteopathic Patient Care,
- 7 iv. Interpersonal and Communication Skills in Osteopathic Medical Practice,
- 8 v. Professionalism in Osteopathic Medical Practice,
- 9 vi. Osteopathic Medical Practice-Based Learning and Improvement, and
- 10 vii. Systems-Based Osteopathic Medical Practice.

11 4.2 The competencies shall be integrated into all OGME programs.

- 12 a. There must be an Institutional Core Competency Plan ~~developed by the DME,~~
13 approved and supported by the Medical Education Committee and submitted to
14 the OPTI for review and support and available for the on-site reviews.
- 15 b. This plan shall describe the methodology used for exposure and presentation to
16 osteopathic trainees, as well as the processes utilized for assessment and
17 evaluation of trainee proficiency.
- 18 c. The plan shall be updated annually with revision of methods of teaching and
19 evaluation based on continuous quality improvement methodology.
- 20 d. Teaching of competencies and evaluation of trainee progress shall be based on
21 Competencies 2 – 7 and their required elements into which Competency 1 has
22 been fully integrated.
- 23 ~~e. Core Competencies in Internships (OGME 1-P and 1-T): General exposure to the Core
24 Competencies must be integrated throughout the OGME 1-P and 1-T curriculum only as
25 an introduction to the specific competencies. Detailed exposure and evaluation is
26 required during the residency program.~~
- 27 e. Core Competencies in Fellowship (Subspecialty) Training Programs: Core Competency
28 specific exposure and evaluation is not required in fellowship training programs since it
29 is completed during all base residencies. However, core competencies must be expected
30 to be practiced during all fellowship training programs and considered in their general
31 evaluation.

32 4.3 Program Directors must complete the Program Director’s Annual Evaluation Report for
33 each resident as well as Program Complete Summary – Final Resident Assessment (Core
34 Competency Compliance Program (CCCP) – Part 3), which shall measure proficiency in
35 each AOA Core Competency. The AOA CCCP describes in detail the elements of the
36 required plan as well as methods and options for teaching and evaluation reporting on
37 AOA Annual Report Forms. The core competency requirements bear the same
38 significance in the training of residents as specific clinical knowledge and skills and are

1 necessary for successful program completion and ability to qualify for certification board
2 examination.

- 3 4.4 A specialty college desiring to substitute its own Program Director Annual Report and/or
4 Final Resident Assessment, rather than AOA required forms, must integrate the AOA
5 Core Competencies and related elements with associated questions into its forms. The
6 substituted sample forms must include program director and resident signatures and
7 MUST HAVE BEEN PREVIOUSLY APPROVED BY COPT ~~be forwarded to COPT for~~
8 ~~approval to utilize.~~ Those without PRIOR COPT approval must use AOA forms AS
9 PUBLISHED ON THE AOA WEBSITE. Copies of the Final Resident Assessment
10 (Program Complete), hard copy or electronic, must be maintained in the resident's file
11 and the final resident assessment must be forwarded to the OPTI.

12 **J. House Staff Manual**

- 13 4.1 The training institution shall publish (hard copy or electronic) a house staff manual which
14 includes operational policies and guidelines that govern rules and conduct for all trainees.
15 The manual shall be available for all site reviews, be regularly updated, and include but
16 not be limited to:

- 17 a. General hospital rules and regulations;
18 b. Patient care and safety information;
19 c. resident supervision policy;
20 d. Financial arrangements including salary, housing, meals, uniforms, liability
21 insurance, etc. as per contract requirements;
22 e. Duty hours policies;
23 f. Leave and vacation policies;
24 g. On-call policies;
25 h. Moonlighting policies;
26 i. Evaluation requirements;
27 j. Promotion, graduation and Dismissal policies;
28 k. remediation policy;
29 l. Due process for disciplinary action including appeal and grievance process.
30 m. File retention
31

1 **SECTION V: PROGRAM REQUIREMENTS**

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

9 **A. General Program Requirements**

10 **Purpose of Training:** Internship/residency/fellowship clinical training offers an opportunity for
11 extensive patient care exposure with structured learning and supervision at various levels of
12 experience in specific specialty areas. ~~The OGME 4 training year is the initial~~ opportunity for the
13 osteopathic physician to become involved in postgraduate clinical experiences with extensive patient
14 care with the application of osteopathic principles and practice which emphasize:

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

25 5.1 **Program Description:** All AOA-approved programs shall have a program description
26 which shall include the following elements:

- 27 a. Mission statement
- 28 b. Description of facilities for all participating institutions;
- 29 c. Program goals and objectives - These must be clearly stated for the course of
30 training, linked to the program mission, measurable for trainee and program
31 evaluation, and incorporate Core Competencies as described in Section IV, I;
- 32 d. Program curriculum including Rotation goals and objectives;
- 33 e. Rotation schedule for entire training period;
- 34 f. Teaching faculty roster including certification and academic appointment status;
- 35 g. Core Competency plan as described in Sec. IV, I;
- 36 h. Sample trainee evaluation forms

1 i. Work hours and leave policy;

2 j. Trainee remediation policy.

3 5.2 **Program Changes:** Approved training programs shall report within 30 days any substantive
4 changes to the AOA Division of Postdoctoral Training, with copies to the OPTI and
5 appropriate specialty college. Substantive changes may include but are not limited to:

6 a. Change in program leadership (DME, program director – [FORMS](#) are posted to
7 AOA Website/Education);

8 b. Change in institutional ownership;

9 c. Changes in major affiliate institutions (for other than short term (LESS THAN 2
10 WEEK) rotations);

11 d. Significant changes in scope, volume and/or variety available to the training
12 program, including new use of patient population by other training programs;

13 e. Change in OPTI affiliation;

14 f. Change in institution location;

15 g. Institutional merger;

16 h. Anticipated program or institution closure.

17 5.3 **Program Closures:** The training institution shall have written policies which address the
18 following changes:

19 a. The training institution shall immediately notify the AOA, its OPTI and its trainees
20 of a program closure or any pending or anticipated reduction in positions, which
21 would impact trainees prior to program completion.

22 b. If a training institution anticipates a program closure or decrease in program
23 positions every attempt shall be made to permit the current trainees to complete
24 their training prior to such an action.

25 c. If a training institution closes a program or decreases program positions and trainees
26 currently in the program will therefore not be able to complete their training in their
27 current specialty in that institution, these will be known as “displaced trainees.” The
28 training institution shall immediately notify the AOA and the OPTI to aid in
29 placement of the trainees in other AOA-approved OR ACGME ACCREDITED
30 programs ~~within that OPTI structure, or when required, in institutions within~~
31 ~~another OPTI structure.~~

32 d. Institutions applying for a temporary increase to accommodate displaced trainees
33 must apply to the AOA. ~~The increase application fee is waived.~~ Temporary increase
34 positions will be awarded only for the time the displaced trainee is in the program.

35 e. The employment contract shall provide for severance pay for two months when
36 institutional program closure or reduction decisions prevent the interns/residents
37 from program completion in that or a geographically proximate program.

38 ~~f. If a dually accredited residency program voluntarily or administratively withdraws~~
39 ~~from AOA approval while continuing approval status is in effect, the existing DO~~

1 ~~residents shall maintain AOA approval status until completion of existing residents'~~
2 ~~training. Any new DO residents will not have AOA recognition.~~

3 ~~5.4 **Organization of OGME Consortia:** The COPT will, on application, consider organization~~
4 ~~of new or existing programs as consortium programs. Institutions are directed to the~~
5 ~~guidelines in Appendix 11.~~

6 5.5 **Compliance with State and Federal Policies:** All OGME programs shall comply with
7 government requirements for Equal Employment Opportunity (EEO), the Americans With
8 Disabilities Act (ADA), Health Insurance Portability and Accountability Act of 1996
9 (HIPAA), and other regulations.

10 ~~5.6 **Minimum Requirements for Number of Trainees:** If an OGME program does not contract~~
11 ~~for the minimum number of trainees required by standards for two consecutive academic~~
12 ~~years, a warning will be issued and if the requirement is not met by July 31 of the third~~
13 ~~consecutive academic year the program will be notified by the AOA of lapse effective the~~
14 ~~following June 30 and will not enter or participate in the AOA Match for the next academic~~
15 ~~year.~~

16 ~~a. In cases where applicants have been offered written agreements in advance of~~
17 ~~notification of termination of the program, that agreement will be considered invalid~~
18 ~~by the AOA and the contract will not be accepted. (See requirements for internship~~
19 ~~and residency programs below.)~~

20 5.7 **OPP/OMM in OGME Programs:** AOA postdoctoral programs require the incorporation
21 of osteopathic principles and practice in the evaluation and care of all patients of osteopathic
22 attending physicians as defined by Specialty College Evaluating Committees (SPECS).

23 5.8 **Requirements for OGME Applicants:** To receive credit for AOA-approved OGME
24 training programs, candidates shall:

25 a. Have graduated from a COCA-accredited COM.

26 ~~b. Be members in good standing of the AOA throughout their training.~~

27 ~~c. Apply for AOA-approved OGME-1 positions through the ERAS.~~

28 ~~d. Apply for AOA-approved OGME-1 positions through participation in the AOA~~
29 ~~Match.~~

30 e. Sign an annually renewable contract and train with an AOA-approved training
31 institution. The fully executed contract must be kept in the trainee file and a copy
32 provided to each trainee.

33 f. Have an appropriate training license consistent with state and local requirements. It
34 is the responsibility of the respective training site to ensure appropriate licensure.

35 g. Complete the internship/residency/fellowship.

36 5.9 **Medical Evaluation:** Each trainee shall receive a medical evaluation and routine laboratory
37 studies as required by the training institution at the beginning of training and periodically as
38 indicated.

1 ~~5.10 — OGME-1 Structure: OGME-1 is completed through one of the following, dependent on~~
2 ~~specialty college requirements:~~

3 a. ~~OGME-1R, Residency~~

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

9 b. ~~OGME-1P, Preliminary Internship~~

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

15 c. ~~OGME-1T, Traditional Internship~~

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

22 ~~B. General Internship Program Requirements (OGME-1P and OGME-1T)~~

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

31 ~~5.1 — At least one AOA-approved residency must exist in any institution with an AOA-approved~~
32 ~~internship. OGME-1 Preliminary or Traditional internships can only occur in an institution~~
33 ~~with a residency program.~~

34 a. ~~All OGME-1P internships must only occur in the same or affiliated institutions with~~
35 ~~a residency program in the associated Option-2 specialty.~~

36 b. ~~Any Option 2 specialty residency must have present in the same or affiliated~~
37 ~~institution an associated OGME-1P internship.~~

38 c. ~~All OGME-1T rotating internships must only occur in institutions with an AOA-~~
39 ~~approved residency present.~~

1 ~~d. Any Option 3 specialty residency must occur in an institution with an OGME-1T~~
2 ~~internship or be affiliated with an institution with an OGME-1T internship, or~~
3 ~~Family medicine or Internal Medicine residency.~~

4 ~~e. The affiliated institutions must provide academic oversight of AOA standards~~
5 ~~compliance by its MEC and DME.~~

6 ~~5.2 Minimum Number of Interns (OGME-1P and OGME-1T)~~

7 ~~a. The institution must have a minimum of four approved intern positions and~~
8 ~~participate in the AOA Match program annually.~~

9 ~~b. An internship program may be approved for less than the four required positions~~
10 ~~provided that it is functioning in coordination with an (ACGME) accredited training~~
11 ~~program. Overall educational objectives can then only be met where there is a~~
12 ~~combined total number of trainees (DO and MD) of at least four.~~

13 ~~5.3 If an institution with a single OGME-1P internship, affiliated with an Option 2 AOA-~~
14 ~~approved residency program, and without an ACGME program, cannot comply with the~~
15 ~~minimum number of four interns, a request for individual consideration must be submitted~~
16 ~~to the COPT by the sponsoring OPTI and training institution.~~

17 ~~a. The request shall include justification for the program's continuation and a detailed~~
18 ~~description of the integration of the first year of training ("internship") into the~~
19 ~~Option 2 residency.~~

20 ~~5.4 Period of Service: The minimum period of service for the completion of an OGME-1P or~~
21 ~~OGME-1T program is 52 weeks. Internship training may be extended by a maximum of~~
22 ~~three months or twelve (12) weeks to successfully meet requirements.~~

23 ~~5.5 Orientation: At the beginning of the intern training program, the training site shall conduct a~~
24 ~~formal orientation to all the details of the program description.~~

25 ~~5.6 Level of Effort: OGME trainees are to devote their entire professional effort to the~~
26 ~~educational program. While interns may participate in private, professional or clinical~~
27 ~~practice related to the structured educational experience to which they are assigned, they~~
28 ~~shall not receive compensation for such activities.~~

29 ~~5.7 Credit for Prior Training: OGME-1P/OGME-1T interns may be granted up to three (3)~~
30 ~~months of credit for previously, satisfactorily completed ACGME-approved training. The~~
31 ~~three (3) months shall be verified by the program director through contact with the prior~~
32 ~~program director and documented in writing. This credit, approved by the program director~~
33 ~~and medical education committee (MEC) of the training institution, shall be reported~~
34 ~~immediately to the AOA Division of Postdoctoral Education, Trainee Services, and to their~~
35 ~~OPTI.~~

36 ~~5.8 Curriculum and Instruction Requirements: The internship shall be characterized by a broad~~
37 ~~range of supervised inpatient and outpatient clinical experiences with a patient population~~
38 ~~with a wide spectrum of health problems.~~

- 1 a. ~~Opportunity for education in a broad range of medical/surgical experiences shall be~~
2 ~~provided.~~
- 3 b. ~~Education shall take place in both inpatient and outpatient settings and incorporate~~
4 ~~formal and informal methodology.~~
- 5 c. ~~Each rotation shall provide scope, volume, and variety to allow trainees to meet~~
6 ~~standards and program objectives.~~
- 7 d. ~~Other clinical teaching resources, both in- and outpatient, must meet the program~~
8 ~~objectives.~~
- 9 e. ~~The DME must indicate the schedule for each intern entering the program.~~

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

11 5.1 ~~Specific rotational requirements shall include the following:~~

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

28 5.2 ~~OGME 1-T Curriculum Components shall include the following:~~

- 29 a. ~~Osteopathic principles and practice shall be incorporated throughout the program,~~
30 ~~which includes structural and palpatory diagnosis, and osteopathic manipulative~~
31 ~~treatment with diagnosis and treatment documented on charts of patients of~~
32 ~~osteopathic physicians.~~
 - 33 i. ~~Educational exposure and evaluation in the Core Competencies must be~~
34 ~~integrated and documented throughout the training curriculum.~~
- 35 b. ~~Bio-psycho-social behavioral knowledge and skills shall be taught in both formal and~~
36 ~~informal settings throughout the internship, including such factors as medical~~
37 ~~sociology, doctor/patient/family communications, crisis recognition and~~
38 ~~intervention, the effects of psycho-social components of health status, interviewing~~
39 ~~skills, anxiety/depression recognition and management, and substance abuse care.~~

- 1 ~~e. Each intern shall receive exposure to anesthesiology, pathology, radiology and other~~
2 ~~disciplines related to the clinical practice of medicine. See C.5.1 h.~~
- 3 ~~d. Educational goals and objectives shall be defined for each rotation and included in~~
4 ~~the intern training manual.~~
- 5 ~~e. The intern shall be expected to develop high-quality medical record skills, which~~
6 ~~includes:~~
- 7 ~~i. Obtaining and recording the patient history;~~
8 ~~ii. Performing and recording the results of the physical examination, including~~
9 ~~the use and application of osteopathic principles and practice;~~
- 10 ~~iii. Stating the working diagnosis for each assigned patient;~~
11 ~~iv. Writing daily progress notes that are dated, timed, signed, and identify trainee~~
12 ~~internship status.~~
- 13 ~~f. Interns shall follow assigned hospital patients from admission to discharge or change~~
14 ~~of service, documented by the daily progress notes.~~
- 15 ~~i. An appropriate faculty member shall review the notes.~~
- 16 ~~g. OGME-1T interns must maintain intern procedure logs to be kept in the permanent~~
17 ~~trainee file.~~
- 18 ~~h. These procedure logs and the associated patient charts shall be subject to review by~~
19 ~~AOA program reviewers.~~
- 20 ~~i. Trainees shall be advised to permanently keep copies of all procedure logs,~~
21 ~~and institutions shall retain all procedure logs.~~
- 22 ~~i. In-hospital intern instruction shall consist of regular daily rounds with bedside~~
23 ~~teaching.~~
- 24 ~~i. On in-hospital rotations, the intern shall make rounds with the attending and~~
25 ~~resident staffs, preferably on a daily basis.~~
- 26 ~~ii. Daily rounds shall consist of systematic instruction, including discussion of~~
27 ~~the patient history, physical and laboratory findings, and diagnosis and~~
28 ~~treatment.~~
- 29 ~~j. Under faculty supervision, the intern shall be given increasing responsibility requiring~~
30 ~~application of clinical judgment.~~
- 31 ~~i. In institutions conducting clinical clerkships, the duties and responsibilities~~
32 ~~and supervision of students and interns shall be clearly defined,~~
33 ~~commensurate with ability and stage of training.~~
- 34 ~~k. Clinical conferences shall be scheduled regularly for trainees.~~
- 35 ~~i. A record must be kept of conference topics and of trainees in attendance and~~
36 ~~available at the time of the on-site review.~~
- 37 ~~l. The trainee shall participate in appropriate hospital committees and staff activities~~
38 ~~that evaluate patient care.~~

1 ~~m. Interns shall participate in a reading program, demonstrated by reporting current~~
2 ~~medical opinions concerning types of cases similar to those on the assigned service~~
3 ~~or by reviewing special topics at staff conferences or journal club meetings.~~

4 ~~n. The faculty must provide continuity in the clinical teaching of pre-operative, intra-~~
5 ~~operative and post-operative services involved in various surgical procedures.~~

6 ~~D. Requirements for OGME Year One Preliminary (OGME-1P)~~

7 ~~5.1 The OGME-1P training year provides exposure to core disciplines as well as the specialty.~~
8 ~~The OGME-1P does not grant residency credit in the specialty; it only fulfills OGME-1~~
9 ~~requirements and is a prerequisite for the OGME-2 year. (See Appendices 2-7.)~~

10 ~~5.2 OGME-1P trainees must maintain intern procedure logs to be kept in the permanent trainee~~
11 ~~file.~~

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

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

19 5.1 Graduates of COMs who participate in ACGME-accredited required military programs will
20 be reviewed by the Association of Military Osteopathic Physicians and Surgeons (AMOPS).
21 Recommendation is made to the PTRC for final approval or denial.

22 5.2 Candidates must be a member in good standing of the AOA.

23 5.3 The residency and/or fellowship program in which the candidate trained, or is training, must
24 be accredited by the ACGME at the time training occurred.

25 5.4 Candidates must submit a completed application, with all required documentation, to the
26 AOA Division of Postdoctoral Training. Applications are available on the AOA website
27 located on the Education home page and student/resident clearinghouse. Applications will
28 be initially reviewed by the trainee services staff in the Division of Postdoctoral Training. If
29 additional review is needed, PTRC will grant final approval or denial. Denial actions can be
30 appealed.

31 **5.5 AOA Recognition of ACGME PGY1 and Military Training**

32 a. The candidate must have completed an AOA-approved postgraduate year (PGY1)
33 training year or qualify through the AOA pathway.

34 b. The ACGME program must submit documentation to the AOA for evaluation of
35 core rotations for the first year of training Rotations will be compared to the
36 traditional rotating internship or the OGME-1 specialty. Training that does not
37 match existing AOA rotational requirements, will be submitted to the PTRC for
38 review.

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

20 ~~5.6 — AOA Recognition of ACGME PGY2 and Beyond Training~~

- 21 ~~a. — AOA recognition of the subsequent years of ACGME training require that the~~
22 ~~applicant must have successfully completed an osteopathic internship but selected~~
23 ~~an ACGME-accredited residency or successfully completed an ACGME-accredited~~
24 ~~PGY1/military training and received recognition from the AOA. Successful~~
25 ~~completion of the entire ACGME residency is required.~~
- 26 ~~b. — AOA recognition of ACGME-accredited fellowship training require that both PGY4~~
27 ~~and residency training be successfully completed and/or recognized by the AOA, as~~
28 ~~well as successful completion of the fellowship program.~~
- 29 ~~c. — The ACGME program director must submit signed verification to the AOA~~
30 ~~indicating that the applicant has successfully completed the entire ACGME residency~~
31 ~~and/or fellowship program~~

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

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

37 ~~5.1 — All Option 2 specialty residencies must have present in the same or affiliated institution an~~
38 ~~OGME 1 Preliminary or Traditional Rotating Internship.~~

39 5.1 Residents must have successfully completed COMLEX USA-3 prior to entry into the
40 OGME-3 year.

- 1 a. The training program shall not issue an OGME-3 contract or allow the trainee to
2 continue training until COMLEX USA-3 is passed. Specialty affiliates shall not grant
3 training complete status until the trainee completes COMLEX USA-3 and all
4 subsequent requirements of the necessary training years.
- 5 b. All programs must provide a written report to their OPTI administration indicating
6 the names of all OGME-2 trainees who have not passed COMLEX USA-3 through
7 either failure or non-participation by May 1 of each year.
- 8 c. All OGME-3 contracts issued to OGME-2 trainees prior to the start date of the
9 OGME-3 contract year must contain language “contingent on passing COMLEX
10 USA-3.”
- 11 d. Trainees who enter OGME-3 without meeting this requirement shall not receive
12 credit for any time served between onset of the year and documented date of passing
13 COMLEX USA 3. In addition, programs must indicate ~~in TIVRA TO THE AOA~~
14 the extension of the anticipated completion date.

15 ~~5.3 Any combined (dual specialty) residency programs must have present in the same or
16 affiliated institution an AOA-approved residency in both base specialties.~~

17 5.2 **Elements of Residency Training Programs** shall include the following:

- 18 a. Residency shall lead to AOA board certification eligibility in accordance with
19 specialty standards.
- 20 b. Residency programs shall provide training in appropriate clinical application of basic
21 science knowledge.
- 22 c. The residency shall demonstrate compliance with a proficiency in the AOA Core
23 Competencies.
- 24 d. The incorporation of osteopathic principles and practice is required in the evaluation
25 and care of all patients of osteopathic attending physicians. The osteopathic
26 structural examination must be documented on patients of osteopathic attending
27 physicians.
- 28 i. Osteopathic principles and philosophy must be utilized in the care of all
29 patients and evaluated by the program director through resident evaluations.
- 30 e. Supervision of residents must be provided on a graduated basis based on evaluation
31 of individual knowledge and skill (See Section VII, I: Trainee Supervision Policy).
- 32 i. The supervising physician shall be responsible for determining the activities
33 the trainee will be allowed to perform within assigned levels of responsibility
34 and for being available to the trainee.
- 35 f. Residents shall participate in hospital committees and staff activities that evaluate
36 patient care.
- 37 g. Residency programs shall budget funds and time to permit residents to attend
38 educational meetings as required by the specialty college.
- 39 ~~h. The patient volume of a residency training program must be sufficient to properly
40 train a minimum of three residents in accordance with the specialty standards
41 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.~~

~~h. 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.~~

~~iv. 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.~~

5.3 **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.

5.4 **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.

- 1 b. The resident/fellow must actively participate in the education and training of
2 students and other trainees at a level commensurate with required skills.
- 3 c. The resident/fellow shall pursue exclusively the agreed-upon program of training.
- 4 d. The resident/fellow must abide by the laws, rules, and regulations of the professional
5 staff, the terms of the hospital contract, and other guidelines established by the
6 hospital.
- 7 e. The resident/fellow shall attend specified staff meetings as required by the specialty
8 college.
- 9 f. The resident/fellow must maintain a satisfactory record of work performed as
10 required by the specialty college.
 - 11 i. Records of procedures performed or other documents as specified by the
12 specialty college must be maintained by the resident/fellow and kept in the
13 trainee's file as a permanent part of the record.
 - 14 ii. These logs and the associated patient charts shall be subject to review during
15 on-site reviews.
- 16 g. Reports shall be submitted as required to the program director for review and
17 verification.
 - 18 i. Copies of these records shall be filed with the hospital medical education
19 administration and be available at the time of inspection.
- 20 h. Residents/fellows shall meet all specialty college requirements, including annual
21 reports, in-service examinations, research requirements, etc.

22 5.5 **Outside Rotations:** The training institution shall monitor the oversight of outside rotations
23 for quality.

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

41

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 (HEC)~~ PTRC.
- b. The DME must have the authority, responsibility, resources, protected time for administrative activities and reporting relationship within hospital administration for the oversight, administration and accountability of the institution's AOA-approved programs.
- c. The DME may serve as a residency PD and internship PD as appropriate.
- d. The DME shall only function in this capacity at one training institution and must be available a minimum of 20 hours per week.
- e. IF THE PROGRAM'S TRAINING INSTITUTION IS AN ACGME-ACCREDITED SPONSORING INSTITUTION, IT IS STRONGLY ENCOURAGED THAT THE DESIGNATED INSTITUTIONAL OFFICIAL BE APPOINTED DME UNTIL TRAINING COMPLETION OF ALL AOA TRAINEES.

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

- a. ~~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;~~
- a. Minimum three years practice experience demonstrating leadership, initiative or administrative experience;
- e. ~~Minimum three years' experience as teaching faculty member in an OGME program or college of osteopathic medicine;~~
- b. Professionally and personally attitudinally suited for responsibilities of OGME leadership;

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

- a. Coordination of all AOA training programs at the training institution and away rotations as required to fulfill programmatic requirements;

- 1 b. Ensure compliance with the *AOA Basic Documents* and AOA-approved specialty
2 standards for OGME programs;
- 3 c. Organize and implement a high quality OGME programs at the training
4 institution;
- 5 d. Supervise all aspects of OGME programs at the training institution including
6 participation in appointment and supervision of Residency Program Directors;
- 7 ~~e. Serve as the Intern Program Director, unless an Intern Program Director is~~
8 ~~separately designated;~~
- 9 e. Ensure the completion of all evaluations, quarterly meetings and requirements of the
10 internship and residency programs;
- 11 f. Manage all applicable affiliation agreements, documents, and correspondence
12 related to AOA programs;
- 13 g. Manage the Internal Review process with the medical education committee
14 (MEC);
- 15 h. Prepare the Core Competency plan as described in Sec. I.4.3;
- 16 i. Prepare and present an annual report on the “state of AOA educational programs
17 in the institution” to the Medical Staff and Governing Board, with a copy to the
18 OPTI. Copies of annual reports shall be available for on-site reviews. The annual
19 report will review the activities of the Medical Education Committee and
20 programs with attention to:
 - 21 i. The supervision, responsibilities, and evaluation of interns, residents, and
22 fellows;
 - 23 ii. Compliance with the duty hour standards in training institution and at
24 affiliated institutions;
 - 25 iii. The training institution’s internal review activities;
 - 26 iv. Outcomes of safety initiatives, patient care quality improvement and
27 interprofessional teams where trainees are core members;
 - 28 v. Progress on the Core Competencies and identified goals for the program(s)
29 for the new year.
- 30 j. Participate in process where resources, including budgetary resources, are
31 allocated for program support;
- 32 k. ~~Annually attend an AODME and/or AOA OME conference for educational~~
33 ~~faculty development.~~
 - 34 ~~i. The DME may send the ADME or Chair of the Medical Education~~
35 ~~Committee in lieu of their attendance to an AODME or an AOA OME~~
36 ~~conference once per three year cycle. The DME must attend all other~~
37 ~~times and meet the attendance requirement.~~

1 6.4 The training institution must notify the AOA Division of Postdoctoral Training of any
2 change in appointment of DME within 30 days, with copy to the OPTI. A change in
3 DME may result in an immediate re-inspection of the ~~internship PROGRAMS~~. The
4 ~~HECPTRC~~ will review and approve appointments ~~and DME changes are reported to the~~
5 ~~PTRC~~.

6 ~~B. Institutional Educational Officer/ Administrative Director of Medical Education~~

7 ~~6.1 Each institution shall have an Institutional Educational Officer (IEO) and in addition,~~
8 ~~may have an Administrative Director of Medical Education (ADME)~~

9 ~~6.2 There must be an Institutional Educational Official who is appointed by training~~
10 ~~institution.~~

11 ~~a. Responsibilities of the IEO may be assigned to the DME, ADME or other~~
12 ~~qualified individual. If assigned to an ADME or other qualified individual, that~~
13 ~~individual shall report to the DME.~~

14 ~~6.3 The IEO/ADME shall have the following specific qualifications:~~

15 ~~a. DO degree or MD degree, or advanced degree or equivalent experience in~~
16 ~~education, organizational design, research methods, program evaluation or related~~
17 ~~fields;~~

18 ~~b. Minimum of 3 years' experience in graduate medical education.~~

19 6.1 The ~~IEO/ADME~~DME shall have the following specific responsibilities:

20 a. Authorized point of contact for all official communication from the AOA regarding
21 education programs, AOA Match, TIVRA, ERAS, "Opportunities," annual fees and all
22 official communication from AOA Division of Postdoctoral Training;

23 b. Complete all correspondence, data, and electronic registration requests from AOA,
24 OPTI, AACOM and specialty colleges in a timely manner;

25 c. Review and manage all internal requests for information, documentation, data requests
26 for the OGME programs;

27 d. OTHER RESPONSIBILITIES AS ASSIGNED BY THE DME.

28 6.2 The training institution must notify the AOA Division of Postdoctoral Training within 30
29 days of appointment, with copy to the OPTI.

30 **C. Program Director**

31 6.1 There shall be an osteopathic program director appointed for each approved OGME
32 program with approval by the specialty college.

33 6.2 The training institution shall appoint a program director for each OGME program and
34 provide that individual with a written job description. A program director may serve as the
35 DME.

- 1 a. The institution must notify the AOA Division of Postdoctoral Training of any
2 changes in program director appointment within 30 days. The specialty college will
3 review and approve appointment.
- 4 6.3 The program director must have adequate institutional support, which may include financial,
5 in-kind, staff or other resources to meet program standards. Compensation may vary in
6 accordance with institutional resources and may be individually determined.
- 7 6.4 The program director shall only serve as the director of one OGME program in the same
8 specialty. However, the program director may serve as joint program director in both a base
9 specialty residency and a fellowship program, with specialty college approval. The PD may
10 serve as DME but not as the program director of more than these two academic entities.
- 11 6.5 The Program Director shall have the following specific qualifications:
- 12 ~~a. Be a DO or an MD who is board certified by either the AOA or ABMS if~~
13 ~~documented that a qualified DO is not available. Where such exceptional~~
14 ~~circumstances exist, the Specialty College Education and Evaluation Committee~~
15 ~~(SPEC) shall recommend appointment by the PTRC for a three (3) year period. This~~
16 ~~period may be extended by the PTRC at the recommendation of the SPEC, if~~
17 ~~exceptional circumstances continue to be documented.~~
- 18 a. Possess AOA or ABMS certification in the appropriate specialty or sub-specialty;
19 ~~b. Possess membership in the AOA and the appropriate osteopathic specialty college;~~
20 b. Have practiced in an appropriate specialty area for 3 years or as determined by the
21 specialty standards;
22 c. Have 3 or more years of experience as faculty in an AOA- or ACGME-accredited
23 training program;
24 d. Maintain clinical practice and teaching involvement in the respective specialty;
25 e. Be attitudinally suited to conduct a training program;
26 f. Meet the continuing medical education (CME) requirements of the AOA and the
27 specialty college;
28 ~~i. Attend educational meetings as designated by the specialty college, or, if not so~~
29 ~~designated, either the Osteopathic Medical Education Leadership Conference~~
30 ~~(OME) or the annual meeting of the Association of Osteopathic Directors and~~
31 ~~Medical Educators (AODME) on a yearly basis or attend faculty development in~~
32 ~~accord with the specialty college trainers meeting.~~
- 33 6.6 The program director shall be formally evaluated ~~by the DME~~ not less than annually in a
34 fashion prescribed by the ~~program~~ TRAINING INSTITUTION. If the PD is also the
35 DME, then the administrator that the DME reports to will conduct the evaluation. The
36 program director shall have the following specific responsibilities:
- 37 a. Attend required educational programs sponsored by the specialty college for the
38 development of program directors;
39 b. Fulfill the responsibilities of the AOA specialty standards;
40 c. Be available to the trainees and have active clinical practice privileges at the training
41 institution;

- 1 d. Oversee scheduling, curriculum development, training and evaluation of trainees;
- 2 e. Conduct periodic evaluations of each trainee in accordance with specialty
- 3 requirements;
- 4 f. Conduct an annual program review and present findings as well as goals for
- 5 upcoming year to the MEC including to but not limited to faculty development,
- 6 research and curriculum;
- 7 g. Participate on the education committee of the training institution;
- 8 h. Participate in recruiting and selecting candidates;
- 9 i. Develop training policies and curriculums;
- 10 j. Develop the training schedule to meet the curriculum requirements, including
- 11 outside rotations as necessary;
- 12 k. Counsel trainees in academic and/or disciplinary matters;
- 13 l. Prepare for the on-site program review;
- 14 m. Participate in OPTI educational activities;
- 15 n. Assess compliance with trainee competencies and skills development requirements;
- 16 o. Recommend satisfactory program completion of trainees to specialty college;
- 17 p. Provide the trainee with all documents pertaining to the training program
- 18 requirements and expectations;
- 19 q. Submit reports to the DME and annual reports on each resident to the specialty
- 20 college as required;
- 21 r. Participate with the DME in developing the Institutional Core Competency Plan and
- 22 support education and evaluation in each competency to each trainee.

23 **D. Teaching Faculty**

- 24 6.1 Faculty shall be selected from among the institution's professional staff based on
- 25 qualifications, commitment, and desire to function as a teacher, trainer, and clinical
- 26 supervisor.
- 27 6.2 Faculty must be qualified by training and experience to perform this role, and must be
- 28 proficient in their areas of practice.
- 29 a. A list of teaching faculty and their credentials must be available for on-site reviews.
- 30 6.3 Faculty must be willing and able to provide instruction to trainees at the bedside and in
- 31 ambulatory settings and coordinate in-patient care schedules for the education of trainees
- 32 6.4 Faculty must participate in periodic faculty development activities.
- 33 a. These activities must be recorded on a curriculum vita or other institutional/OPTI
- 34 records for review at program/OPTI on-site reviews.

1 b. Core faculty must demonstrate a minimum of 15 hours of faculty development over
2 the course of 5 years. Core faculty are either defined by the specialty college or are
3 those faculty who play a significant role in curricular development, delivery,
4 assessment of residents and of the program.

5 6.5 Faculty must be educated in recognizing early fatigue and sleep deprivation and to alter
6 schedules and counsel residents as necessary, while maintaining continuity of patient care.

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

8 6.1 Each training institution must have a fully functioning Medical Education Committee
9 (MEC).

10 6.2 The committee shall work to maintain and improve program quality.

11 a. The education committee shall include the DME, all program directors at the
12 institution, patient quality assurance representative, administrative representation,
13 and peer-nominated trainee representatives;

14 b. Representatives from major affiliate institutions shall be members of the education
15 committee and shall be strongly encouraged to attend the education committee
16 meetings when logistically possible;

17 c. There shall be verifiable evidence of communication between the MEC and
18 representatives of major affiliate institutions where attendance at the monthly
19 meetings is not feasible;

20 d. The MEC shall meet at least ~~10 months of the year~~ QUARTERLY and minutes of
21 meetings will be maintained, signed by committee chair and available for on-site
22 reviews;

23 e. The MEC shall approve affiliations within the scope of AOA policies and
24 procedures (see Sec. IV, A);

25 ~~f. The MEC shall be responsible for the Internal Review process as outlined in Sec. IV,~~
26 ~~E;~~

27 f. The MEC must establish a written policy to monitor duty hours and moonlighting
28 compliance, and will monitor reports of violations to its OPTI OGME committee
29 on request.

30 ~~g. Meetings where attendees are not interacting in real-time, for example “paper~~
31 ~~meeting” do not count toward the 10 required meeting months~~

32 6.3 The committee shall be organized to assist the DME in developing and implementing a
33 high-quality educational program for trainees.

34 a. The committee shall, in cooperation with the DME, develop a curriculum and
35 methods to evaluate the educational experience of the interns and residents during
36 training.

37 b. The MEC shall review and approve modification to the ICCP and program director
38 annual residency report.

1 6.4 The committee shall ANNUALLY review program, faculty, intern, resident, and fellow
2 evaluation processes, as well as ensure program modification by specialty and program
3 director as needed in accordance with evaluation results.

4

1 **SECTION VII. TRAINEE**
2 **(~~INTERN/RESIDENT/FELLOW~~)REQUIREMENTS**

3 **A. Trainee Appointment Agreements**

4 7.1 The training institution shall ensure that trainees are provided with a fully executed annually
5 renewable contract. (A sample contract is provided in Appendix 10)

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

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

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

12 a. Intern/resident/fellow responsibilities;

13 b. Duration of appointment (annual);

14 c. Financial support;

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

16 e. Conditions for reappointment and promotion;

17 f. Mutual release clause;

18 g. Grievance and due process procedures;

19 h. Professional liability insurance;

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

21 j. Insurance benefits;

22 k. Leave of absence policy;

23 l. Sick leave policy;

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

25 n. Duty hour policies and procedures;

26 o. Policy on moonlighting;

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

28 q. Counseling, medical, psychological support services;

29 r. Policy on physician impairment and substance abuse;

30 s. Policy on sexual harassment;

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

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

1 7.4 The fully executed contract shall be maintained in the individual trainee file.

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

4 7.6 The institution shall not require a trainee to sign a non-competition guarantee.

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

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

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

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

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

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

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

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

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

25 7.1 The institution must publish its leave policy in the house staff manual.

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

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

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

- 1 c. No more than 20 business days per contract year of leave may be granted for any
2 purpose without extending the program.
- 3 d. If trainee is given a leave of absence for reasons of maternity, physical or mental
4 disabilities and returns to duty, he/she may continue the training to completion.

5 7.2 The DME/program director has the authority to extend the trainee contract for a period of
6 up to 3 months for leave, illness or remediation purposes without requesting approval for
7 overlap of trainee numbers from the specialty college and/or PTRC. Any overlap in excess
8 of 3 months shall require advance approval and be reported to the AOA Division of
9 Postdoctoral Training, specialty college(s) and OPTI. A copy must be maintained in the
10 trainee's file.

11 7.3 The training institution shall assist the trainee in obtaining confidential counseling, medical,
12 and psychological support services when indicated, including physician impairment
13 assistance.

14 **D. Trainee Contract Responsibilities**

15 ~~7.1 Institutions must complete a standard aoa contract for each matched student, and send it~~
16 ~~within 10 working days after receipt of the match results to the student for signature. The~~
17 ~~contract shall be completed as outlined in the match rules, and returned to the training~~
18 ~~institution within thirty days.~~

19 7.1 Any contract violation by an institution shall be reported immediately to the AOA Division
20 of Postdoctoral Training.

21 7.2 Contract requirements must be met in full. Violation of the contract by a trainee may result
22 in the loss of credit for time served in the program.

23 ~~7.3 A trainee who breaches his or her contractual commitment prior to the start of training shall~~
24 ~~not serve in an aoa-approved program for a period of twelve (12) months following the date~~
25 ~~of the breach. A trainee who breaches the trainee contract during his/her training shall not~~
26 ~~serve in an aoa-approved internship or residency until the beginning of the following training~~
27 ~~year (effective July 1st).~~

28 7.3 The AOA is not a party to any contractual disputes between trainee and the training
29 institution.

30 **E. Trainee Contract Termination**

31 7.1 The institution may discontinue the training of an OGME trainee who is considered to be
32 academically, educationally, temperamentally, ethically or otherwise unsuited to participate or
33 continue in the program.

34 7.2 Prior to termination of a trainee contract, the institution must provide the trainee with
35 appropriate due process, personal and/or academic counseling.

- 36 a. There must be written documentation of deficiencies and attempts to resolve these
37 concerns.

1 7.3 In the event that a contract requires termination due to loss of AOA program approval the
2 training institution and the OPTI shall make an effort to place the trainee in other
3 established AOA-approved OR ACGME-ACCREDITED programs.

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

5 Complaint procedures are established to:

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

12 7.1 The training institution shall provide trainees with appropriate policies and procedures for
13 grievance and due process.

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

17 7.2 These policies and procedures shall address adjudication of complaints and grievances
18 related to the hospital, program or staff.

19 7.3 The procedure for filing an official complaint begins with informal consultation. Each
20 complainant must initially attempt to resolve any differences or problems with the specific
21 program, training institution or OPTI through direct dealings. A complaint to the AOA
22 should only be made after these attempts at resolution have been unsuccessful or where a
23 trainee is concerned about retribution.

24 7.4 A complainant may seek informal consultation, or may file a formal complaint with the
25 AOA Division of Postdoctoral Training regarding a program or institution concerning a
26 violation of AOA approved standards.

27 7.5 A formal complaint TO AOA shall meet the following criteria:

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

- 1 7.6 The OPTI shall be notified, unless contraindicated by an individual situation, and asked to
2 provide an assessment of the allegations to the AOA within thirty (30) days.
- 3 7.7 If the complaint warrants further investigation AOA will notify the complainant, in writing,
4 that the complaint has been accepted for further investigation. AOA will also notify the
5 complainant in writing if a complaint has not been accepted for further investigation.
- 6 7.8 If AOA ascertains that a complainant has instituted litigation against the program, institution
7 or OPTI concerning the complaint, no action shall be taken while the matter is subjudice.
- 8 7.9 If AOA determines that a complaint warrants investigation, a further review will be initiated
9 within 30 days by the ~~COPT/PTRC~~, together with the OPTI's assessment. The ~~COPT/PTRC~~
10 will consult other education council leadership where appropriate, and may take any of the
11 following actions based on the findings of the investigation:
- 12 a. No action;
- 13 b. Determine whether a focused visit is warranted ~~and will refer to PTRC or COPTI~~;
- 14 c. Monitoring for a one year period followed by a focused site review;
- 15 d. Modify the current term of program approval, including probationary status;
- 16 e. Denial of continuing approval of the program, with a closure date;
- 17 f. Denial of eligibility of program or institutional leadership;
- 18 g. Other sanctions as deemed appropriate by the COPT;
- 19 7.10 AOA must maintain documentation of the disposition of complaints.

20 **G. Trainee Duty Hours Policy**

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

- 25 7.1 The training institution, DME, and program directors must make every attempt to avoid
26 scheduling excessive work hours leading to sleep deprivation, fatigue or inability to conduct
27 personal activities.
- 28 a. The institutional policy must be reported in the house staff manual and available for
29 review at all program site reviews.
- 30 b. Evidence of review of resident duty hours by the medical education committee
31 (MEC) must occur quarterly.
- 32 7.2 The trainee shall not be assigned to work physically on duty in excess of 80 hours per week
33 averaged over a 4-week period, inclusive of in-house night call and any allowed
34 moonlighting. No exceptions to this policy shall be permitted.
- 35 7.3 The trainee shall not work in excess of 24 consecutive hours.
- 36 a. Allowances for already initiated clinical care, transfer of care, educational debriefing
37 and formal didactic activities may occur, but shall not exceed 4 additional hours and

- 1 must be reported by the resident/fellow in writing with rationale to the
2 DME/program director and reviewed by the MEC for monitoring individual
3 residents and program. These allowances are not permitted for OGME-1 trainees.
- 4 b. Trainees shall not assume responsibility for a new patient or any new clinical activity
5 after working 24 hours.
- 6 7.4 The trainee shall have 48-hour periods off on alternate weeks, or at least one 24-hour period
7 off each week and shall have no call responsibility during that time. At-home call cannot be
8 assigned on these free days.
- 9 7.5 Upon conclusion of a 20-24 hour duty shift, trainees shall have a minimum of 12 hours off
10 before being required to be on duty or on call again.
- 11 a. Upon completing a duty period of at least 12 but less than 20 hours, a minimum
12 period of 10 hours off must be provided.
- 13 7.6 All off-duty time must be totally free from clinical, or assigned classroom educational
14 activity.
- 15 7.7 Rotations in which a trainee is assigned to Emergency Department duty shall ensure that
16 trainees work no longer than 12 hour shifts with no more than 30 additional minutes allowed
17 for transfer of care and shall be required to report in writing to the DME/program director
18 for review by the MEC, only any time exceeding the 30 additional minutes, for monitoring
19 individual trainees and program.
- 20 7.8 In cases where a trainee is engaged in patient responsibility which cannot be interrupted at
21 the duty hour limits, additional coverage shall be assigned as soon as possible by the
22 attending staff to relieve the trainee involved. Patient care responsibility is not precluded by
23 the duty hours policy.
- 24 7.9 The trainee shall not be assigned to in-hospital call more often than every third night
25 averaged over any consecutive four-week period. Home call is not subject to this policy,
26 however it must satisfy the requirement for time off. Any time spent returning to the
27 hospital must be included in the 80 hour maximum limit.
- 28 7.10 At the trainee's request, the training institution must provide comfortable sleep facilities or
29 provide another mechanism for a resident to return home (e.g. cab fare) to trainees who are
30 too fatigued at shift conclusion to safely drive.
- 31 7.11 The ACGME Duty Hours Policy may be substituted for the AOA Duty Hours Policy.

32 **H. Moonlighting Policy for Trainees**

- 33 7.1 Any professional clinical activity (moonlighting) performed outside of an official
34 residency/fellowship program will only be conducted with the permission of the program
35 administration (DME/program director) and must not interfere with the resident's/fellow's
36 didactic or clinical performance.
- 37 a. A written request by the resident/fellow must be approved or disapproved by the
38 program director and DME and be filed in the institution's trainee file.

- 1 b. This policy must be published in the institution’s house staff manual. Failure to
- 2 report and receive approval by the program may be grounds for terminating a
- 3 resident’s/fellow’s contract.
- 4 7.2 If moonlighting is permitted, hours shall be inclusive all duty hour requirements work limit
- 5 and must be reported and monitored by the MEC.
- 6 7.3 OGME-1 trainees shall be prohibited from moonlighting.

7 **I. Trainee Supervision Policy**

8 OGME training must be designed to offer structured and supervised exposure to balance learning

9 with service appropriate to trainee levels of documented expertise.

10 7.1 Supervision shall be provided on a graduated basis as the trainee progresses through the

11 training program, based on evaluation of individual knowledge and skill as well as

12 institutional policy, program and specialty college requirements.

13 a. The supervising physician shall be responsible for determining the activities the

14 trainee will be allowed to perform within the context of the assigned levels of

15 responsibility, and for being available to the trainee.

16 b. Trainees shall be responsible for seeking consultation when it is clinically indicated,

17 based on the trainee’s level of training and institutional policy.

18 7.2 Institutions must provide supervision and patient care in accordance with national and state

19 guidelines and policy and specialty basic standards of required skills at various training levels.

20 7.3 Trainees must have reliable access to supervision and evaluation consistent with their level of

21 competency throughout their training period. Trainees are responsible to the program

22 director and supervising physicians for assignment of responsibility, supervision and

23 evaluation.

24 7.4 Trainees shall participate in supervision of other trainees at lower levels of OGME as

25 defined in the program manual in their respective specialties.

26 7.5 During night on-call hours, trainees must have on-call access to attending or on-call

27 physician assistance and supervision regarding patient care.

28 a. The attending physician shall be required to review trainee-provided patient care

29 given during on-call periods and participate in evaluating this care with the trainee.

30 **J. Trainee Licensure Requirements**

31 7.1 All trainees must have an appropriate training license consistent with state and local

32 requirements.

33 a. The respective training site shall have the responsibility to ensure appropriate

34 licensure of interns/residents/fellows.

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

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

5 7.1 All trainees must practice ethical behavior and abide by specific codes of conduct as defined
6 by the training institution in its house staff manual.

7 **L. Training Certificates of Completion**

8 ~~7.1 On satisfactory completion of an OGME-1P or OGME-1T year the institution and OPTI
9 shall jointly award the intern certificate.~~

10 7.1 Upon completion of a residency/fellowship the institution and OPTI shall jointly award the
11 certificate.

12 ~~7.2 Upon satisfactory completion of the OGME-1R year the institution shall issue a letter of
13 completion to each trainee in the appropriate specialty, for licensing purposes, and with a
14 copy to the OPTI.~~

15 a. ~~The letter must read as follows:~~

16 ~~————— To Whom It May Concern:~~

17 ~~This letter is to verify that _____, DO successfully completed all requirements of
18 an American Osteopathic Association (AOA) approved OGME 1 Year* at
19 (Institution, Institution Number, Program Number). The program dates for
20 Doctor _____ were (contract start date—contract end date).~~

21 ~~————— If you have any questions, please feel free to contact me at _____.~~

22 ~~————— Sincerely,~~

23 ~~————— (Director of Medical Education)~~

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

28 7.2 The trainee completion certificate shall confirm the successful fulfillment of the program
29 requirements, completion date of the program, the name(s) of the training institution,
30 program director(s), the OPTI, and the AOA institution number and program number.

31 7.3 Copies of certificates must be kept in the trainee file and available for on-site review.

32 7.4 If a trainee transfers programs, only the institution where the trainee completed his/her
33 training shall report the completion on a certificate.

34 b. All other institutions shall only award a certificate for the time served in a respective
35 residency.

36

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 (HEC)~~ 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.~~

1 i. ~~Each program, regardless of the number of approved positions, will~~
2 ~~receive an automatic temporary approval of up to the number of DOs in~~
3 ~~the program at the time of approval, until completion of training for those~~
4 ~~DOs in the program at that time. For all training years thereafter, only the~~
5 ~~approved number of positions will be accepted.~~

6 8.7 ~~New programs are approved for one year with an on-site review within one to three years~~
7 ~~of the beginning of training, depending upon specialty specific standards. New programs~~
8 ~~have three years in which to begin to meet the minimum numbers requirements. If no~~
9 ~~trainees have begun training at the beginning of the third academic year following~~
10 ~~approval, the AOA will take action to lapse the program.~~

11 8.8 ~~AOA approved programs shall not be transferred between institutions. If an institution~~
12 ~~wishes to apply for a new program due to closure of an existing program, a new~~
13 ~~application must be filed.~~

14 **A. Application for Position Increases**

15 8.1 ~~Programs that wish to increase the number of positions in an AOA approved program~~
16 ~~must file an increase application form and be submitted to the AOA Division of~~
17 ~~Postdoctoral Training. Incomplete applications may result in delay in the program~~
18 ~~approval process. Applications are available on the AOA website.~~

19 a. ~~Programs on probationary status may not apply for a position increase.~~

20 b. ~~Positions applied for must be funded positions.~~

21 c.a. ~~Programs will not be eligible for an increase until receipt of its first re-approval.~~

22 8.28.1 ~~A temporary program increase will be considered by PTRC after approval by the OPTI~~
23 ~~and specialty college prior to the first onsite review. IN LIMITED CIRCUMSTANCES.~~

24 8.3 ~~Permanent increase will be considered by PTRC after first on-site review.~~

25 8.4 ~~Applications shall be signed by an authorizing official of the training institution and the~~
26 ~~CEO/CAO of the sponsoring OPTI of that institution.~~

27 8.5 ~~New program applications are copied to the IIEC or the SPEC for review and~~
28 ~~recommendation to the PTRC for approval or denial.~~

29 8.6 ~~No increase shall be considered approved until receipt of official notification of PTRC~~
30 ~~action. No recruitment efforts and/or offers for increase positions are allowed prior to~~
31 ~~receipt of this notification.~~

32 **B. Review of Currently Approved Programs and Institutions**

33 8.1 PROGRAMS ARE REQUIRED TO REPORT TO THE AOA SEMIANNUALLY:

34 a. TRAINEE NAME, OGME YEAR, ESTIMATED COMPLETION DATE.

35 b. CASE LOGS FOR REQUIRED SPECIALTIES

36 c. FINAL SUMMATIVE ASSESSMENTS FOR ALL RESIDENTS WHO
37 COMPLETED TRAINING

1 d. ROTATION SCHEDULE

2 e. FACULTY LIST

3 f. PARTICIPATING SITES

4 g. ADDITIONAL DOCUMENTATION AS REQUIRED BY THE SPECIALTY
5 COLLEGE

6 8.2 EACH JANUARY, THE AOA WILL ADMINISTER A SURVEY TO RESIDENTS TO
7 MONITOR CLINICAL EDUCATION AND COMPLIANCE WITH AOA STANDARDS

8 8.3 Programs and institutions shall participate in on-site reviews ~~according to cycles AS~~
9 ~~determined by the PTRC and/or the AOA Division of Training Program Review Services.~~
10 Program directors are notified in advance of the site visit, and are advised to notify their
11 OPTI prior to scheduling the reviews.

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

14 8.4 The training institution shall perform a self-study for the ~~intern/residency/fellowship~~
15 program in advance of an on-site Site Review. This shall be done in preparation for and as
16 the process of completion of the Site Review Crosswalk. The completed site review
17 crosswalk must be submitted to the AOA ~~Division of Training Program Review Services~~ no
18 later than four (4) weeks prior to the scheduled on-site review date.

19 8.5 The PTRC may elect to have a program reviewed outside the originally scheduled cycle
20 according to the Off Cycle Inspection Protocol in the PTRC Handbook. A program
21 director or institutions may request an early review or consultation.

22 8.6 Training institutions shall actively participate in on-site reviews, and shall incur all associated
23 costs. ~~Concurrent with regularly scheduled residency and/or internship site reviews there will~~
24 ~~be an institutional review. Institutional reviews will result in a continuing approval term~~
25 ~~based on the percentage the institution scores. Training institutions must achieve a score of~~
26 ~~80% or greater in order to be awarded a five year approval for their institution. If less than~~
27 ~~80% they have a year to correct the deficiencies or the programs based at that site will be~~
28 ~~subject to closure.~~

29 ~~8.7 All AOA resident and intern training programs, that score 71% - 100%, based on site review~~
30 ~~standards compliance scoring, be awarded a fixed five year accreditation. Those programs at~~
31 ~~or below 70% will be recommended for a 1 year probation status. All cited program~~
32 ~~deficiencies require evidence of implementation of corrective action within a 6 - 9 month~~
33 ~~period, after PTRC and specialty college approval of corrective action plan as per current~~
34 ~~AOA policy. OPTIs must report on OPTI OGME Committee approval or denial of~~
35 ~~documentation of implementation to AOA PTRC of correction of all deficiencies.~~

36 ~~8.8 OPTIs must be notified regarding internal complaints of its programs, to review and attempt~~
37 ~~to resolve the issue before reporting complaints to Specialty College and PTRC.~~

38 **C. On-Site Reviewers**

39 8.1 Institutions, residency program and intern Program reviews are WILL BE conducted by AN AOA
40 STAFF, VOLUNTEER PHYSICIAN, OR OTHER INDIVIDUAL AS DETERMINED BY PTRC. ~~the AOA site~~
41 ~~review team which are AOA staff members of the Department of Education. An observer from~~

1 ~~the specialty college may also accompany the professional reviewer.~~

2 8.2 The ~~AOA~~ site review ~~ER~~ team shall not participate in the final approval decision or
3 recommendation of the ~~HEC/SPEC~~ SPECIALTY COLLEGE AND PTRC beyond
4 providing a written report and ~~crosswalk~~ RESPONDING TO QUESTIONS. It is the
5 primary responsibility of the reviewer to validate the information provided by the program
6 and its compliance with training requirements. The site review ~~ER~~ TEAM shall conduct
7 interviews with administration, faculty, and trainees to accurately report on the various
8 aspects of the educational program. The reviewer should not be viewed as a consultant to
9 the program and should not be expected to provide feedback or recommendations to the
10 program or conduct a formal exit interview.

11 8.3 The AOA site review ~~ER~~ TEAM shall submit a written report to the AOA within 15 days of
12 the on-site review. AOA will copy the ~~HEC/SPEC~~ SPECIALTY COLLEGE for
13 consideration by their ~~respective~~ evaluating committees. Inspection reports shall contain the
14 findings on the degree of compliance with training standards within the educational
15 programs, and other information required by the PTRC.

16 **E. Program Actions of the PTRC**

17 8.1 The AOA Board of Trustees has authorized the PTRC to review all intern and residency
18 programs to evaluate the review team's findings and recommend approval or denial. The
19 processes and decisions of the PTRC are governed by the [*Handbook of the Program and Trainee*](#)
20 [*Review Council*](#) (available for review on the AOA Website).

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

23 ~~b. Any specialty specific deviations in recommended years of approval for new~~
24 ~~programs or for continuing approval must be fully described in the specialty basic~~
25 ~~standards.~~

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

29 a. ~~From the date that inspection reports are submitted to them, the IIEC or SPEC has~~
30 ~~90 days to respond to the PTRC.~~ If a response is not received FROM THE SPEC
31 WITHIN THE REQUESTED TIME, the PTRC has the authority to review the
32 inspection report and take final action.

33 8.3 Program approval commences with the date of the PTRC meeting specified in the
34 notification letter and remains in effect until the next formal action is taken by the PTRC.
35 The date of next on-site review is stated in each continuing approval letter.

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

37 8.4 The AOA approval letter with cited deficiencies shall be sent to the program, ~~HEC/SPEC~~
38 and OPTI within two weeks of the PTRC decision

39 8.5 Probationary approval actions may be taken as defined in the *Handbook*. Probationary
40 actions are assumed to be for one-year ~~without the ability to recruit unless otherwise stated~~

1 in the PTRC action. Any program receiving a probationary action without the ability to
 2 recruit will be blocked from participation in ERAS and the AOA Match unless an appeal is
 3 filed at the AOA and accepted.

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

6 b. Notification to trainees shall be made by the Division of Postdoctoral Training 60
 7 days after the program has been informed of the one-year approval of continuing
 8 approval. The 60 day time period allows the program an opportunity to appeal the
 9 action of the PTRC before trainees are notified.

10 c. Any institution with an AOA-approved training program that selects trainees but
 11 does not participate in that year's AOA Match will be placed on probation for one
 12 year and may not recruit potential candidates during that probationary period.

13 8.6 Denial actions may be taken as defined in the *Handbook*.

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

17 ~~b. Any active OGME program that is denied approval shall not be permitted to contract~~
 18 ~~with new trainees. In the event of an appeal, no new contracts may be executed during~~
 19 ~~the appeal process.~~

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

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

29 ~~d. Ambulatory and continuity clinic requirements in the primary care specialties in AOA~~
 30 ~~programs which are Health & Human Services (HHS) grant funded Teaching Health Centers~~
 31 ~~(THC) or rural programs be permitted to be interpreted and reviewed consistent with the~~
 32 ~~requirements and intent of the HHS, THC grant programs.~~

33 F. Progress Reports, Reconsiderations and Corrective Action Plans

34 8.1 The PTRC may request a progress report from a program. The PTRC will specify the exact
 35 information to be provided and a specific due date for the report. The progress report must
 36 be reviewed and signed by the OPTI officer and the training institution's DME AND
 37 PROGRAM director.

38 8.2 A program may request a reconsideration of a program review by PTRC only if an error in
 39 fact is noted in the citations of the original decision.

40 8.3 Corrective action developed and reported after the site visit and re-approval decision is not
 41 allowable as an explanation for reconsideration of a prior program decision.

- 1 8.4 The program shall respond to ~~its OPTI OGME Committee~~ THE AOA with a corrective
2 action plan to address the deficient requirement(s) within ~~forty-five~~ THIRTY (4530) days of
3 receipt of approval letter. THE CORRECTIVE ACTION PLAN MUST BE SIGNED BY
4 THE OPTI.
- 5 8.5 ~~The OPTI will review and approve the plan and submit it to the AOA within thirty (30) days of~~
6 ~~receipt of the Corrective Action Plan. If a Corrective Action Plan is received by the AOA and has~~
7 ~~not been reviewed and signed by the OPTI, the AOA will forward the Corrective Action Plan to~~
8 ~~the OPTI.~~
- 9 8.5 AOA will forward the Corrective Action Plan within 10 business days to the ~~HEC or~~ SPEC.
- 10 8.6 The SPEC will review the corrective action plan within ~~forty-five~~ THIRTY (4530) days ~~or at~~
11 ~~their next evaluating committee meeting, whichever is sooner,~~ and forward a
12 recommendation to accept to the AOA, which will notify the program of the action. ~~If the~~
13 ~~HEC or specialty college has not taken action on the corrective action plan within 45 days,~~
14 ~~the OPTI and program shall move forward with implementing the corrective action plan.~~
15 Recommendations to deny approval of a corrective action plan will be reviewed by the
16 PTRC.
- 17 8.7 The program/institution must submit documentation of the implementation of their
18 corrective action plan to the ~~OPTI~~ AOA within ~~nine (9)~~ THREE (3) months of acceptance
19 APPROVAL of the plan by the SPEC. ~~Failure by the program to supply the OPTI with~~
20 ~~adequate documentation will be cited as a program deficiency by the OPTI and reported to~~
21 ~~the AOA.~~
- 22 8.8 AOA will notify PTRC of program non-compliance with the corrective action process, and
23 sanctions may be applied. All program actions will be copied to the ~~HEC or~~ SPEC, and the
24 OPTI.
- 25 8.9 ~~The OPTI shall have authority and responsibility to approve validation of the program's~~
26 ~~evidence of implementation of corrective action plan and report their approval to the AOA~~
27 ~~and relevant SPEC.~~

28 **G. Evaluation of Trainees**

- 29 8.1 All components of a trainee's program must be evaluated. This evaluation must be related
30 to the educational objectives of the program and shall include clinical experiences,
31 intellectual abilities and skills, attitudes and interpersonal relationships and progress in core
32 competency achievement.
- 33 8.2 At the completion of each rotation the appropriate faculty member shall evaluate the trainee.
34 This evaluation shall be signed by the assigned faculty member and the trainee; reviewed by
35 the DME/program director, and maintained on file in the medical education office.
- 36 8.3 The DME and the education committee shall verify the satisfactory performance of every
37 intern on a quarterly basis and all other trainees semiannually to ensure that educational
38 objectives are being met.

- 1 8.4 The program director shall review trainee performance at least quarterly with each intern and
2 semiannually with each resident unless required more frequently by the specialty affiliate.
3 This must be documented in writing with performance assessment, recommendations, and
4 acknowledgement by signature of trainee.
- 5 8.5 Prior to early termination of a contract, the institution shall provide the trainee with
6 appropriate written warning and counseling. The assigned faculty member is responsible for
7 documenting deficiencies and attempting to resolve concerns with the trainees, including
8 potential remediation for deficiencies.
- 9 8.6 In cases of early termination of a contract, the DME/program director shall provide the
10 trainee with documentation regarding which rotations, if any, were completed satisfactorily.
11 In cases of early termination or unsatisfactory completion of a contract, the AOA
12 Postdoctoral Division and/or specialty college and OPTI must be promptly notified and the
13 terminated contract submitted to AOA.
- 14 8.7 If the trainee transfers into another institution's training program of the same specialty, the
15 receiving program director has the authority to determine which, if any, satisfactorily
16 completed rotations from previous AOA-approved program(s) will be accepted.
17 Additionally, the transfer shall be in accordance with ~~the respective specialty college's basis~~
18 AOA standards and AOA and specialty college approval.
- 19 8.8 At the completion of each residency training year, the program director must complete
20 either the AOA Program Director's Annual Evaluation Report (CCCP Part 3) or the
21 specialty-specific COPT approved report. Copies must be maintained in the resident's file.
- 22 8.9 At the completion of each residency training program, the program director must complete
23 the AOA Program Complete Summary – Final Resident Assessment (CCCP Part 3) unless
24 the specialty specific form has been approved by COPT in lieu of the AOA form ~~or use a~~
25 ~~specifically designed form approved by the OPTI~~ and is still subject to review of appropriate
26 reflection of competency completion at the time of inspection. Copies must be maintained
27 in the resident's file and forwarded to the OPTI.

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

- 29 8.1 While the training program contains an important patient service component, it must be
30 primarily an educational experience. This educational mission must not be compromised by
31 an excessive reliance on trainees to fulfill institutional service obligations. To monitor this
32 educational process, provision should be made for various levels of program evaluation.
33 The results of these evaluations should be used to continually improve the program.
- 34 8.2 At the completion of each rotation, the trainee shall evaluate the educational experience and
35 the faculty. These evaluations shall be reviewed by the program director and maintained on
36 file by the program director/DME. Evidence of evaluations and their review must be
37 available during on-site review.
- 38 8.3 The program director shall review each rotation evaluation monthly. The program director
39 shall determine the amount of work being required of the trainees to ensure that they are not
40 overburdened with routine responsibilities and that they have the opportunity to observe a

1 sufficient variety of cases and to achieve all educational goals and objectives. These
2 evaluations shall be reviewed with the appropriate individuals or departments.

3 8.4 ~~The MEC shall evaluate the intern training program quarterly. When necessary, the~~
4 ~~committee shall approve affiliations within the scope of AOA policies and procedures and~~
5 ~~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.

- 1 9.2 The governing body of the OPTI shall define the organizational structure of the OPTI.
- 2 9.3 An OPTI shall collaborate with its member COM(S) to ensure a continuum of education
3 for medical students and trainees.
- 4 9.4 The OPTI must declare in the by-laws or equivalent documents whether governance is
5 through a direct or delegate representation for each OPTI member.
- 6 9.5 The OPTIs' bylaws or equivalent documents shall require any member institution to
7 notify the OPTI central site office of any substantive change that member has made.
- 8 9.6 The OPTI shall develop a reporting and communication process with all of its member
9 institutions.
- 10 9.7 The OPTI must document site visits to each training institution member no less than
11 annually by the OPTI CAO, Executive Director or administrative designee. See Section
12 IV.A.
- 13 9.8 Each OPTI shall develop guidelines, policies and procedures that ensure the completion
14 of an internal review at the midpoint between accreditation reviews for every OGME
15 program in all training institutions. See section IV.A. and Glossary.
- 16 9.9 The governing body shall ensure that its members and officers reveal and report conflicts
17 of interest with respect to the affairs of the OPTI.
- 18 9.10 Each OPTI shall maintain a permanent and safe system for keeping governance, program
19 accreditation, and resident program verification (including program complete
20 certificates).
- 21 9.11 Each OPTI shall ensure that its educational program is under the direction and
22 supervision of an OPTI Chief Academic Officer (CAO). The CAO shall be a DO who is
23 AOA board certified.
- 24 9.12 Each OPTI shall publish a list of academically sponsored programs at least annually and
25 assist each program to review and update the AOA Opportunities webpage.
- 26 9.13** Each OPTI shall complete and forward to the AOA an annual report on a schedule set by
27 COPTI but no later than October 1.
- 28 9.14 Each OPTI shall jointly confer, with its training institution(s), certificates of completion
29 on those trainees who have satisfactorily completed the requirements for program
30 complete status.
- 31 9.15 Each OPTI shall commit financial resources and define a financial plan and budget that is
32 linked to its strategic plan.

33 **C. Academic Sponsorship and Oversight**

- 1 9.1 Each OPTI as the academic sponsor shall assist Specialty Colleges and training programs
2 to comply with AOA policies, Basic Standards, and requirements for training program
3 approval.
- 4 9.2 Each OPTI shall have an Osteopathic Graduate Medical Education (OGME) Committee
5 to oversee the postdoctoral training program that meets at least four times per academic
6 year.
- 7 9.3 The OPTI OGME committee shall include the OPTI CAO, and representation from
8 institutional DMEs, residency program directors, faculty, trainees, and COMs.
- 9 9.4 A designated representative of the OPTI which academically sponsors a program shall
10 participate in the program and institution inspection review.
- 11 9.5 The OPTI OGME committee shall have a review process for program Corrective Action
12 Plans submitted by training institutions. The OPTI will have 30 days to review and
13 approve the Corrective Action Plan and forward the approved plan to the AOA.
- 14 9.6 The OPTI shall have a process to verify implementation of Corrective Action Plans
15 within nine months after the plan is acknowledged by the AOA and SPEC or IIEC. The
16 OPTI will notify the AOA of evidence verification and a record of the evidence of
17 implementation of Corrective Action Plans shall be kept on file with the OPTI.
- 18 9.7 The OPTI OGME committee shall review and approve each training institution's core
19 competency plan.
- 20 9.8 Each OPTI OGME committee shall have an OPTI-wide uniform system of continuous
21 improvement in place that includes trainee submission of evaluation of their training
22 programs.

23 **D. Research and Scholarly Activity**

- 24 9.1 Each OPTI shall require each member institution to establish policies and guidelines that
25 govern scientific research activities in accordance with local, state and federal guidelines.
- 26 9.2 Each OPTI shall facilitate and provide research education, assistance and resources
27 directly to trainees and institutions to encourage research and to meet the Specialty
28 College requirements.
- 29 9.3 Each OPTI shall provide in collaboration with its member COM(S), hospitals and other
30 teaching institutions access to basic science and/or clinical research mentorship.
- 31 9.4 The OPTI shall support and provide a mechanism to recognize trainees who conduct
32 research activities.
- 33 9.5 The OPTI shall provide budgeted funding for OPTI-wide or program-specific research
34 for its trainees.

1 9.6 The OPTI shall demonstrate its support of trainee scholarly activity.

2 **E. Faculty and Instruction**

3 9.1 The OPTI shall have a documented process that demonstrates that faculty members are
4 credentialed or appointed at one or more COCA or LCME accredited colleges.

5 9.2 Operational documents must include faculty and administrative personnel non-
6 discrimination policies in accordance with Section IV, F.4.6 of the *AOA Basic*
7 *Documents for Postdoctoral Training*.

8 9.3 The OPTI shall delineate, in collaboration with its member COM(S), hospitals and other
9 teaching institutions, a faculty development plan for core faculty and evaluate its
10 effectiveness.

11 9.4 The OPTI shall ensure that a system exists to assess individual core faculty.

12 9.5 Each OPTI and its training institutions shall designate faculty to provide OPP teaching
13 into its learning activities and patient care.

14 **F. Trainee Status and Services**

15 9.1 Each OPTI shall ensure the adoption of selection policies and criteria for trainees in
16 accordance with the specific policies and procedures in the *AOA Basic Documents for*
17 *Postdoctoral Training*.

18 9.2 Each OPTI shall ensure that transfer credit and waiver policies and procedures are
19 applied in accordance with AOA polices.

20 9.3 Each OPTI shall have a system of trainee evaluation that measures and documents
21 progress towards completion of the program including assessment of the AOA
22 competencies.

23 9.4 Trainees shall be provided with a forum for free and open communication to discuss their
24 training or welfare concerns. This forum should have voice through trainee
25 representation on the OGME committee.

26 9.5 The OPTI shall have a system to monitor individual member institution's work hour
27 policies and activities and ensure they follow AOA guidelines.

28 9.6 The OPTI shall provide a means for trainees to report without reprisal, inconsistencies,
29 violations, or disregard for published work hour policies to the OPTI through their
30 designated representative on the OGME Committee.

31 **G. Curriculum**

32 9.1 The OPTI shall ensure that each program implements a curriculum specified by the
33 specialty college or internship evaluating committee (IEC) that includes all seven AOA
34 core competencies.

- 1 9.2 Each OPTI shall make curricular improvements based upon annual trainee evaluations of
2 the program. Where specialty college evaluations are not available, the OPTI shall
3 develop a method of internal evaluations.
- 4 9.3 The OPTI in collaboration with its member COM(S) shall facilitate the integration of
5 OPP throughout all its AOA postdoctoral programs-
- 6 9.4 The OPTI monitor outcomes for each training Institution's Core Competency Plan
7 (ICCP) through annual reports to the OPTI OGME Committee.
- 8 9.5 The OPTI shall participate in the internal review process at each of its sponsored training
9 programs.
- 10 9.6 The OPTI shall actively assist any sponsored program receiving less than a 71% site
11 review compliance score.
- 12 9.7 The OPTI shall have a process in place to assist in the development of new osteopathic
13 programs in member institutions including but not limited to completion of program
14 description, development of goal and objective-based curricula, and completion of
15 required AOA accreditation documentation.

16 **H. Facilities**

- 17 9.1 The OPTI shall coordinate with its member institutions to provide access to
18 learning resources necessary for the delivery of the postdoctoral curricula.
- 19 9.2 The OPTI shall coordinate with its member institutions to ensure library resources
20 which are available 24/7. Support by-professionally trained librarians shall be provided
21 during normal business hours.
22

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) Pediatries	January 1, 2018

Length of Training (Years)	Specialty	Program must stop accepting trainees if no ACGME application is submitted by:
	Proctologic Surgery	
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

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

5 b. AOA fellowship programs that do not apply for ACGME accreditation cannot accept new
 6 trainees after July 1 of the year in which the fellow can complete their training by June 30,
 7 2020. Programs may participate in matching or signing fellows if such application has been
 8 submitted by the dates indicated in Chart B below.

9 **Chart B**

Length of Training (Years)	Sub-Specialties	Program must stop accepting trainees if no ACGME application is submitted by:
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

1 See footnotes under Chart A

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

- 4 ~~i. Programs that can participate in the 2019 AOA Match / accept trainees that would complete~~
 5 ~~training after June 30, 2020:~~
- 6 ~~• Programs with both AOA and ACGME accreditation;~~
 - 7 ~~• Combined/integrated programs acknowledged by ACGME;~~
 - 8 ~~• Internship programs that have applied for ACGME accreditation by 1/1/19 or~~
 9 ~~receive a waiver from PTRC;~~
 - 10 ~~• Nmm+1 programs that have applied for ACGME accreditation by 1/1/19 or receive a~~
 11 ~~waiver from PTRC; and~~
 - 12 ~~• Fellowship programs 1-year in length that have applied for ACGME accreditation by~~
 13 ~~1/1/19 or receive a waiver from PTRC.~~
- 14 ~~ii. Programs whose 2019 AOA Match eligibility / ability to accept trainees that would complete~~
 15 ~~training after June 30, 2020 will be determined on a case-by-case basis by PTRC at its August 2018~~
 16 ~~meeting (see standard 10.6.a and 10.6.b):~~
- 17 ~~• Programs with a status of continued pre-accreditation; and~~
 - 18 ~~• Programs with a status of initial accreditation contingent upon sponsoring~~
 19 ~~institution initial accreditation.~~
- 20 ~~iii. Programs that cannot participate in the 2019 AOA Match / accept trainees that would complete~~
 21 ~~training after June 30, 2020 (unless a waiver is granted by PTRC):~~
- 22 ~~• Programs with pre-accreditation (except internships, one-year fellowships, and nmm+1~~
 23 ~~programs);~~
 - 24 ~~• Combined/integrated programs not acknowledged by ACGME; and~~
 - 25 ~~• Programs approved by PTRC after July 1, 2015 not accredited by ACGME.~~

26 **10.1 Continued Pre-Accreditation Status**

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

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

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

42 ~~b. Institution continued pre-accreditation status: AOA institutions that do not have ACGME~~
 43 ~~initial or continued accreditation as of May 1, 2018 must work with their OPTI and~~
 44 ~~sponsoring institution to develop and submit a plan by June 1, 2018 in order to participate in~~

1 the 2019 AOA match / accept trainees that would complete training after June 30, 2020. The
2 plan must include:

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

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

15 c. Institutions and programs that receive continued pre-accreditation from the ACGME review
16 committee twice must utilize the AOA's application assistance program.

17 d. AOA programs that do not have ACGME initial or continued accreditation as of July 1, 2019 must
18 work with their OPTI and sponsoring institution to develop and submit a plan by September 1,
19 2019 for the potential transfer of all trainees to an ACGME accredited program or to teach out
20 the remaining trainees under the AOA's restricted accreditation authority. The plan will be
21 reviewed by the Specialty College Evaluating Committee (SPEC) and PTRC for approval at its
22 November 2019 PTRC meeting. This does not negate continued application for ACGME initial
23 accreditation.

24 **10.2 — ACGME Application Status**

25 a. Any AOA approved programs that have not submitted an application for ACGME
26 accreditation by July 1, 2016 will have the following information displayed on the
27 Opportunities website:

28 “This program has not submitted an application for ACGME accreditation.”

29 In addition, the AOA staff will notify the appropriate specialty college and OPTI.

30 b. Any AOA approved programs that submit an application for ACGME accreditation by July 1,
31 2016, or that are dually accredited, and that submit an application for ACGME Osteopathic
32 Recognition by July 1, 2016, will have the following information displayed on the
33 Opportunities website:

34 “This program has submitted an application for ACGME Osteopathic Recognition.”

35 This information will be updated annually and in addition, the AOA staff will notify the
36 appropriate specialty college and OPTI.

37 **10.3 — Exemptions**

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

39 **10.4 — Expedited Appeal**

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

1 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		

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3

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

Appendix 3:

~~Preliminary Internship Neuromusculoskeletal Medicine/
Osteopathic Manipulative Medicine Required Rotations (OGME-1P)~~

- 1
- 2
- 3
- 4
- 5 1. ~~One month Emergency Medicine~~
- 6 2. ~~One month Family Medicine (may also be met in ½ day per week Family medicine continuity~~
- 7 ~~clinic for no less than 46 weeks)~~
- 8 3. ~~One month General Surgery~~
- 9 4. ~~Two months general Internal Medicine~~
- 10 5. ~~One month Pediatrics~~
- 11 6. ~~One month Obstetrics and Gynecology or ambulatory Gynecology~~
- 12 7. ~~Three months electives (one month strongly recommended as OMM)~~
- 13 8. ~~Two months at discretion of program~~
- 14
- 15 ~~Osteopathic Principles and Practice are to be integrated across all rotations.~~

Appendix 4:

Preliminary Internship Ophthalmology Required Rotations (OGME 1P)

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

Appendix 5:

~~Preliminary Internship Pathology Required Rotations (OGME 1P)~~

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

Appendix 6:

~~Preliminary Internship Radiation Oncology Required Rotations (OGME-1P)~~

- 1
- 2
- 3
- 4 1. ~~One month Emergency Medicine~~
- 5 2. ~~One month Family medicine~~
- 6 3. ~~Two months Surgery~~
 - 7 a. ~~One month General~~
 - 8 b. ~~One month Orthopedic~~
- 9 4. ~~Two months Internal Medicine~~
 - 10 a. ~~One month general~~
 - 11 b. ~~One month ICU~~
- 12 5. ~~One month Pediatrics~~
- 13 6. ~~One month Obstetrics and Gynecology~~
- 14 7. ~~One month elective~~
- 15 8. ~~One month Diagnostic Radiology~~
- 16 9. ~~One month Medical Oncology~~
- 17 10. ~~One month Radiation Oncology~~
- 18

Appendix 7:

~~Preliminary Internship Physical Medicine and Rehabilitation Required Rotations~~

~~(OGME-1P)~~

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- ~~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 81:
Instructions for Utilization of Sample Affiliation Agreement**

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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.

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

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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)

1 shall conduct these activities in accordance with its established policies, procedures, rules and
2 regulations.

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

11 **1.4. Objectives of Teaching Program.** Each participating institution shall provide the
12 interns/residents assigned to it with a variety of clinical educational experiences as determined by the
13 Program Director, consistent with the requirements of the American Osteopathic Association
14 (AOA).

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

16 **2.1. Rotation Schedule.** An annual schedule of resident rotations will be provided by the Program
17 Director to (participating institution) in June of each year. Residents will participate as indicated.

18 **2.2. Rejection or Withdrawal of Resident.** (training institution and participating institution) agree
19 to consult with each other regarding specific interns/residents to be assigned to (participating
20 institution), and (training institution) agrees to use its best efforts not to provide any resident to
21 whom (participating institution) reasonably objects. In the event (participating institution) requests
22 that a specific resident be removed or withdrawn from the rotation at (participating institution), such
23 request will include documentation of the reason for the request. In the event of such request,
24 (training institution) agrees to use its best efforts to remove such resident.

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

26 3.1. Interns/residents rotating at (participating institution) will be evaluated by the faculty on a
27 specified basis, in accordance with the programs' guidelines for evaluation and advancement, and
28 with the AOA Basic Document for Postdoctoral Training. The Training Supervisor at (participating
29 institution) will be responsible for collecting the evaluations from faculty and forwarding them to the
30 program director of (training institution) within 30 days.

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

32 4.1

33 4.2.

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

35 5.1. (training institution) will provide proof of professional liability insurance for the intern/resident
36 physician assigned to (participating institution). (training institution) agrees to cooperate with
37 (participating institution) in the operation of (participating institutions) risk management system.
38 (training institution) agrees to discuss facts related to any incident report so as to allow (participating
39 institutions) risk management-system to operate effectively. It is thoroughly understood that the
40 information so exchanged is to be held strictly confidential.

1 5.2. Each party-agrees to indemnify and hold harmless the other party and its respective trustees or
2 directors, employees, agents, successors and assigns, from and against any loss, injury, liability, claim,
3 cost, damage, expense (including without limitation, reasonable attorneys fees), court cost and
4 amount paid in settlement of claims, resulting to, imposed upon, or incurred or suffered by the other
5 party or its trustees or directors, employees, agents, successors or assigns, which may arise out of, or
6 in connection with, or related to, any acts, omissions, negligence, malpractice, or lack of due care
7 caused or alleged to have been caused by the indemnifying party or any of its employees or agents in
8 the performance of the services, duties and obligations of such party under this Agreement, except as
9 may result from a breach of the other party's obligations under this Agreement.

10 5.3. It is understood by both parties that the intern/resident physician(s) will be on the premises of
11 (participating institution) for the exclusive purpose of training and are not to be considered
12 employees of (participating institution). Intern/resident physician(s) of (training institution) should
13 not be deemed employees of (participating institution) for the purposes of compensation or
14 furnished benefits; workers' compensation, unemployment compensation, minimum wage laws or
15 for any other purpose because of their participation in the medical education program.

16 5.4. This Agreement shall be construed pursuant to the laws of the State of (state) and venue for any
17 action pursuant to this agreement.

18 5.5. In the event that any provisions or portions of this Agreement are held unenforceable or invalid
19 by any adjudication regarding this Agreement in the appropriate jurisdiction, the validity and
20 enforceability of the remaining provisions or portions hereof shall not be affected thereby.

21 5.6. This document shall constitute the entire agreement between (training institution) and
22 (participating institution), and all prior discussions, agreements and understandings, whether verbal
23 or in writing, are hereby merged into this Agreement.

24 5.7. (training institution) interns/residents shall complete all medical records within the guidelines
25 established by (participating institution) Medical Records Department, which is seven (7) days from
26 posting date.

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

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

30 6.1. That until the expiration of seven years after the furnishing of any service pursuant to this
31 Agreement, it shall make available, upon written request of the Secretary of Health and Human
32 Services or the Comptroller General of the United States or any of their duly authorized
33 representatives, copies of this Agreement and any books, documents, records and other data that are
34 necessary to certify the nature and extent of the costs claimed with respect to the services provided
35 under this Agreement.

36 **7. AMENDMENTS**

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

39 **8. TERM AND TERMINATION**

40 8.1. This agreement shall become effective (month, day, year), and continue until. (month, day, year),
41 and shall automatically be renewed from year to year as of (month, day) thereafter, unless either party

1 gives the other written notice of termination no later than ninety (90) days prior to the end of an
2 academic or contract year.

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

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

8 (PARTICIPATING INSTITUTION)

(TRAINING INSTITUTION)

9 _____

10 By: (Name)

By: (Name)

11 Its: President and Chief Executive Officer

Its: President and Chief Executive Officer

12 _____

13 (Name)

(Name)

14 Vice President for Medical Affairs

Vice President for Medical Affairs

15 _____

16 (Name)

(Name)

17 _____

Director of Medical Education/Program Director

18 _____

19 _____

20 _____

21 _____

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Appendix 92:
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

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

4 1. **Health and Dental Insurance:** The Hospital will provide comprehensive health and dental insurance
5 to the Intern/Resident/Fellow at no charge. Intern/Resident/Fellow who wish for family coverage for
6 medical and/or dental insurance shall pay the difference between the premium for the family plan and the
7 premium for the individual plan. Coverage shall begin the first day of Intern/Resident/Fellowship
8 training.

9 2. **Disability Insurance:** The Hospital will provide long term and short term disability insurance to the
10 Intern/Resident/Fellow.

11 3. **Life Insurance:** The Hospital will provide life insurance coverage to the Intern/Resident/Fellow.

12 4. **Worker's Compensation:** The Hospital will provide Worker's Compensation Insurance to the
13 Intern/Resident/Fellow, consistent with the Hospital’s benefits program.

14 5. **Paid Leave:** The paid time off (“**PTO**”) Plan Provides Intern/Resident/Fellows 20 days (hours)
15 total per annum at 100% prorated paid stipend. PTO is defined as time off for a vacation, professional or
16 sick. PTO is not cumulative from year to year and requires the Program Director’s approval. Unused PTO
17 will not be paid out at the end of the academic year. When it is anticipated that an extended leave is
18 necessary for medical/personal reasons, with the Program Director’s permission, the individual
19 Intern/Resident/Fellow may use remaining PTO time.

20 6. **Unpaid Leave:** The Intern/Resident/Fellow is entitled to benefits under the Hospital’s Family and
21 Medical Leave of Absence policy (“**FMLOA**”), as may be amended from time to time. Other medical or
22 personal unpaid leave may be granted with the approval of the Program Director, consistent with the
23 American Osteopathic Association’s regulations, as applicable, only after the Intern/Resident/Fellow has
24 exhausted all of his or her PTO benefits. Makeup time and/or repeat of training is determined by the
25 Program Director.

26 7. **Disability:** The Hospital, by written notice to the Intern/Resident/Fellow, may terminate this
27 Agreement during the incapacity of the Intern/Resident/Fellow due to illness or injury, at any time after
28 the continuation of such incapacity for more sixty (60) days, or upon exhaustion of any leave to which the
29 Intern/Resident/Fellow is entitled during such incapacity under the Hospital’s FMLOA policy, whichever
30 occurs at a later time.

31 8. **Optional Benefits:** The Intern/Resident/Fellow may be given an option to participate in additional
32 benefit programs at the Hospital’s discretion, as outlined in the attached Appendix A.

33 **IV. Professional Liability Insurance.**

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

41 **V. Hospital Obligations**

42 **A. Environment of Training:** Provide a suitable environment for Program training consistent with
43 the standards promulgated from time to time by the AOA in the “Basic Document on Postdoctoral
44 Training” or as stated in the specialty affiliate “Basic Standards.”

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

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

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

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

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

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

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

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

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

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

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

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

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

45 **D. Continuation and/or Promotion in the Program:** Continuation and/or promotion in the Program are
46 contingent upon satisfactory academic and professional performance by the Intern/Resident/Fellow. All
47 programs have formal evaluation procedures consisting of any or all, but not limited to the following:
48 formal written evaluations by medical staff/faculty physicians; scheduled written examinations; scheduled

1 oral examinations; practical examinations at the bedside; formal conference presentations; and
 2 professional and personal characteristic reports. In addition, each Intern/Resident/Fellow should expect to
 3 review his/her performance with the Program Director or designee at least once during the academic year
 4 or as dictated by AOA requirements. Any makeup time must be completed at the end of the contracted
 5 year and/or before promotion to the next level of training. An Intern/Resident/Fellow receiving an
 6 inadequate evaluation may be required to repeat the rotation/assignment to obtain approval for
 7 certification by the Program Director. Option 2 trainees must be offered an OGME-2 contract no later
 8 than February 15th of their OGME-1 training year and sign the contract within 15 days.

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

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

37 **G. Policies/Standards/Employee Physical/Drug Screening:** Intern/Resident/Fellow shall comply with all
 38 policies applicable to Hospital exempt employees, including: (1) the requirement that a Intern/Resident/
 39 Fellow must complete an employee physical examination prior to beginning employment; (2) compliance
 40 with the Hospital's Sexual Harassment Policy; and (3) compliance with the Hospital's Parking and Dress
 41 Code Policies, all in accordance with the most recently revised version of such Hospital policies.
 42 Intern/Resident/ Fellow is also subject to the Hospital's policy pertaining to drug screening of employees,
 43 as such policy may be amended from time to time. Failure to pass drug screening pursuant to the provisions
 44 of the Hospital policy will result in non-hiring or termination of employment. The results of a positive drug
 45 screen will be subject to applicable legal reporting requirements, including any reporting requirements of
 46 the _____ Department of Professional Regulation. Intern/Resident/Fellow shall honor and abide by
 47 all other approved, published policies and procedures of the Hospital, as may be adopted or amended from
 48 time to time. Intern/Resident/ Fellow shall conduct himself or herself in a professional manner consistent
 49 with the Hospital's standards. Intern/Resident/Fellow acknowledges that it is the express policy of the
 50 Hospital to prohibit discrimination on the basis of race, color, sex, religion or national origin. If applicable,

1 the Intern/Resident/ Fellow shall not allow the Hospital to be used for the performance of abortion,
2 euthanasia or direct surgical sterilization, nor will Intern/Resident/Fellow provide any other services at the
3 Hospital that contravene the health care policies of the Hospital as expressed in the Hospital and Medical
4 Staff Bylaws and Rules and Regulations.

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

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

12 **J. Religious Directives (if applicable):** Intern/Resident/Fellow shall strictly abide by the Ethical and
13 Religious Directives for Catholic Health Care Services, approved by the National Conference of Catholic
14 Bishops, as promulgated by the Archbishop of _____, (a copy of which will be provided to the
15 Intern/ Resident/Fellow) and the Principles of Medical Ethics of the American Osteopathic Association or
16 whichever is applicable, and all applicable statutes of the State of _____ relating to the practice of
17 medicine.

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

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

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

22 **VII. Termination**

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

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

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

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

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

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

18 **VIII. General Provisions**

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

23 **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
24 et. seq., Intern/Resident/Fellow agrees to make available upon the written request of the Secretary of the
25 Department of Health and Human Services or of the Comptroller General or any of their duly authorized
26 representatives, this Agreement and any other books, records and documents that are necessary to certify
27 to the above named the nature and extent of costs incurred by the Hospital for services furnished by
28 Intern/Resident/Fellow for which payment may be made under Medicare, Medicaid or other
29 reimbursement programs. The obligation of Intern/Resident/Fellow to make records shall extend for four
30 (4) years after the finishing of such services pursuant to this Agreement. In the event of a request by the
31 Secretary or Comptroller General for access, Intern/Resident/Fellow agrees to immediately notify and
32 consult with Hospital concerning the response that will be made to such request.

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

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

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

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

48 **G.** The laws of the State of _____ shall govern this Agreement.

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

3 _____ HOSPITAL.

4 By: _____

5
6 Intern/Resident/Fellow Signature

7 _____ (Printed Name)

8 By: _____

9 Program Director Signature

10 _____ (Printed Name)

11 By: _____

12 Executive Vice President and Chief Executive Officer Signature

13 _____ (Printed Name)

14

15 **Appendix A**

16 Benefits - Who Receives - Who Pays

17 **Paid Time Off**

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

19 **Group Health Plan**

20 **2 options:**

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

25 *HMO* _____ Per Pay Period Payroll Deductions Same as above *HMO* restricted to _____ and
26 _____ doctors and hospitals.

27 **Dental Insurance**

28 **2 options:**

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

31 *Dental PPO* Per Pay Period Payroll Deductions

32 **Vision Insurance**

33 *Vision Service Plan* - Intern/Resident/Fellows, + Family Per Pay Period Payroll Deductions
34 Intern/Resident/Fellow pays individual and family coverage Eye exam and lenses every 12 months.
35 Allowance for frames every 24 months. Contact lenses covered if medically necessary, allowance given if
36 not medically necessary.

37 **Group Life Insurance Plan**

38 Intern/Resident/Fellows, Hospital pays \$ _____ coverage

39 **Short-Term Disability**

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

42 **Group Disability**

43 **Insurance Plan**

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

1 **Employee Health Service**

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

3 **Physical Exam**

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

5 **Meals**

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

8 **Uniforms**

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

10 **ACLS, & CPR Training**

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

12 **Annual Education Meeting**

13 Not available to Intern/Resident/Fellows.

14 **Book Allowance**

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

17

18

Appendix B

19 Grievance Procedures Procedure for Discipline and Promotion Decisions Involving

20 Intern/Resident/Fellow

21 **PURPOSE**

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

28 **GENERAL ISSUES**

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

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

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

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

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

5 **APPEALS**

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

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

21 **C.** Within ten (10) days of its formation, the subcommittee shall meet to hear the appeal. The
22 Intern/Resident/Fellow may designate another Intern/Resident/Fellow or a member of the Medical/Dental
23 staff as his/her representative before the subcommittee. The hearing proceedings will be closed. The
24 hearing will consist of a presentation by the involved Program Director and a presentation by the
25 Intern/Resident/Fellow or his/her representative. The Intern/Resident/Fellow and/or his/her representative
26 may introduce further written evidence with the permission of a majority of the subcommittee. The
27 subcommittee has the right to question both presenting parties.

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

- 31 1. upholding the sanction
32 2. imposing a sanction of lesser severity
33 3. imposing no sanction

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

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

44 **MISCELLANEOUS**

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

- 1 **B.** A copy of this procedure shall be given to each Intern/Resident/Fellow at the start of postgraduate
- 2 training at _____ Hospital.
- 3 **C.** Notice of sanction, appeal, or committee action may be given by personal service or by first class mail.
- 4 Time is of the essence in all proceedings.
- 5

1 **Appendix 13:**

2 **AOA Plan for Catastrophic Events Affecting Internship and Residency Training**

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

7
8 **Application:** This plan applies to residents whose training is disrupted by emergencies, catastrophic
9 events or natural disasters. It establishes a procedure for providing assistance to programs that
10 transfer and accept residents in an emergency and for approving their training at alternate training
11 sites. Medicare has established special rules to provide continuing graduate medical education
12 (GME) funding when training is displaced by emergencies. This plan complements Medicare rules
13 so that trainees, resident positions and funding are protected.

14
15 **Process and responsibility for intern/resident transfer:** If the ~~institutional educational officer~~
16 ~~(IEO) and~~ or director of medical education (DME) determines that a graduate medical education
17 program located in an emergency area cannot continue to train residents due to a national emergency,
18 catastrophic event or natural disaster, the ~~IEO or~~ DME shall notify the ~~Chief Academic Officer~~
19 ~~(CAO) of its OPTIAOA~~ within five days of the emergency. ~~Within five days of notification, the~~
20 ~~OPTI CAO shall notify the American Osteopathic Association (AOA) Division of Postdoctoral~~
21 ~~Training.~~ PROGRAM AND TRAINEE
22 REVIEW COUNCIL (PTRC) shall conduct an expedited conference call, whenever practical not to
23 exceed 72 hours, to approve transfer of training. All transfers of affected interns and residents must
24 be initiated immediately and completed within twenty days from the date of ~~COPT~~ PTRC approval.
25 It shall be the responsibility of the ~~OPTI to oversee and assist the IEO/DME~~ and program directors of
26 affected programs to assure that the interns and residents are transferred to appropriate programs,
27 either within the ~~OPTI or in other OPTIs~~, as necessary.

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

35
36 **Notice and Communications:** Upon notification by ~~COPT~~ PTRC, the AOA will place a notice on its
37 POSTDOCTORAL EDUCATION WEBSITE informing all DMEs, ~~IEOs~~ and program directors of
38 the emergency situation. This notice will contain contact information for the ~~OPTI, CAO and~~
39 ~~all affected hospital IEOs, DMEs and program directors~~, allowing other institutions and programs to
40 offer assistance. The ~~OPTI~~ PROGRAM is encouraged to transfer as many trainees as possible to
41 other, unaffected programs in its area. All communications offering to accept interns or residents
42 must be directed to the ~~OPTI CAO~~ AOA. ~~The OPTI will communicate offers and acceptances daily to~~
43 ~~the AOA postdoctoral office~~ which will forward them to the appropriate specialty colleges for
44 expedited review and approval of temporary adjustment of approved numbers. Residents must begin
45 training within thirty days of displacement, or as soon as possible, so that training time is not
46 extended. Trainees must sign training agreements with their new institutions. Emergency Medicare

1 GME affiliation agreements must be filed with the Centers for Medicare and Medicaid Services
2 (CMS) and all affected fiscal intermediaries (FIs) as set forth in the regulations.

3
4 **Specialty Site Visits:** At their discretion, specialty colleges may conduct a focused review of a
5 program that accepts more residents than its originally approved number for a period exceeding 90
6 days.

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

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

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

39
40 Medicare provisions for training residents in programs affected by natural disasters are located in 42
41 CFR §412.105(a)(1)(i) and §412.105(f)(vi) [indirect medical education] and 42 CFR §413.75(b) and
42 §413.79(f)(6) [direct graduate medical education]. The interim final rule and a detailed discussion of
43 its application may be found at [http://a257.g.akamaitech.net/7/257/2422/01jan20061800/
44 edocket.access.gpo.gov/2006/pdf/06-3492.pdf](http://a257.g.akamaitech.net/7/257/2422/01jan20061800/edocket.access.gpo.gov/2006/pdf/06-3492.pdf).

APPENDIX 12: AOA MATCH

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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.aame.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/oaairp.

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://ef.osteopathic.org/oaapostmatch/index.cfm>.
- Students should check AOA Opportunities at 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.

1 ~~APPENDIX 13: PROCESS FOR ADMINISTERING CONJOINT SPECIALTY EVALUATING~~
2 ~~COMMITTEES~~

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

GLOSSARY

- 1
2 Accreditation—To recognize a hospital or educational institution as maintaining standards that
3 qualify their OGME trainees for professional practice as a physician.
- 4 Accreditation Council for Graduate Medical Education (ACGME)—The independent council,
5 approving all allopathic residencies based on compliance with standards, is composed of
6 members of five separate organizations (American Medical Association (AMA), American
7 Hospital Association (AHA), Association of American Medical Colleges (AAMC),
8 American Board of Medical Specialties (ABMS), Council of Medical Specialty Societies
9 (CMS) and charged with on-site review of all approved GME programs, development of
10 institutional training policies.
- 11 Administrative Director of Medical Education (ADME)—An individual appointed by the
12 institution to provide administrative support for OGME programs. The ADME reports to
13 the DME of the training institution.
- 14 Affiliate Institution—An institution where selected portions of the OGME training program are
15 conducted. The base (contracting) institution must have a written agreement with the
16 affiliate institution.
- 17 Affiliation Agreement—An agreement between two or more entities which allows a base
18 training institution to enhance its OGME programs by utilizing other institutions for the
19 purposes of creating and expanding training opportunities.
- 20 Aggregation Agreement—~~"aggregation of FTE limits," "Medicare affiliated group, and~~
21 ~~"Medicare affiliation agreement"~~—These agreements allow qualifying hospitals that share
22 in resident training to apply their FTE resident limits on an aggregate basis and structure
23 resident rotations within a combined "cap". In order to enter into a Medicare affiliation
24 agreement,
25 •—The hospitals must be located in the same urban or rural area or in a contiguous area and
26 share in resident rotations;
27 •—If they are not located in such areas, in addition to sharing in resident rotations, they must
28 be jointly listed as the sponsor or be listed under "affiliations and outside rotations" for one
29 or more programs on the Opportunities website.
- 30 Or
31 •—The hospitals are under common ownership and share in resident rotations.
32 •—A Medicare affiliation agreement is a signed agreement entered into by hospitals seeking
33 to aggregate their FTE resident caps and filed with CMS and the fiscal intermediaries of
34 each of the hospitals.
35 •—Hospitals seeking to affiliate for cap aggregation purposes must send a written request and
36 a signed, original agreement to their fiscal intermediary and to CMS by July 1 for the
37 contemporaneous (or subsequent) residency training year.
38 •—The request must list all hospitals in the group and indicate that each meets regulation
39 requirements.
40 •—The agreement must be signed and dated by a qualified representative of each hospital and
41 specify the planned adjustments to each individual hospital's IME and DGME counts
42 within the aggregate cap. Adjustments to the IME and DGME counts must be stated
43 separately because hospitals are subject to different FTE counts for each respective cap.

- 1 ~~• A Medicare agreement must be for a minimum of one year and may specify adjustments to~~
2 ~~each individual hospital cap during the times the agreement is in effect. When the~~
3 ~~agreement ends, each hospital's FTE cap will revert to the number of FTEs before the~~
4 ~~agreement.~~
- 5 ~~• Each agreement must be structured so that any positive adjustment for one hospital in the~~
6 ~~group is offset by a negative adjustment for the other hospital(s) of at least the same~~
7 ~~amount.~~
- 8 ~~• Hospitals in the group may adjust the FTE counts specified in the agreement at any time up~~
9 ~~to June 30 of each training year if actual FTE counts are different than those projected in~~
10 ~~the original agreement.~~

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

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

23 ~~American Osteopathic Association (AOA) – The AOA is the national organization for the~~
24 ~~advancement of osteopathic medicine in the United States, and the professional association~~
25 ~~for osteopathic physicians. The AOA accredits the osteopathic internship and residency~~
26 ~~programs, and healthcare facilities.~~

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

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

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

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

- 1 ~~Bio-psychosocial/behavioral—The interrelationship of physical, emotional, environmental and~~
2 ~~behavioral factors as they affect the well-being of the patient.~~
- 3 ~~Board Certification—A process by which agency or association grants recognition by~~
4 ~~examination to an individual who has met certain predetermined qualifications specified by~~
5 ~~that agency or association.~~
- 6 ~~Board Eligibility—Those candidates have successfully completed an approved training program~~
7 ~~and evaluation process assessing their ability to provide quality patient care in a specific~~
8 ~~specialty. This creates eligibility status to participate in the specific certification board~~
9 ~~examination.~~
- 10 ~~Bureau of Healthcare Facilities Accreditation (BHFA)—The Bureau is the governing body for~~
11 ~~HFAP. (See Healthcare Facilities Accreditation Program.)~~
- 12 ~~Bureau of Hospitals (BOH)—This Bureau helps hospitals that are accredited by the Healthcare~~
13 ~~Facilities Accreditation Program (HFAP). It also helps osteopathic graduate medical~~
14 ~~education (OGME) programs become involved in policy making and advocacy efforts.~~
- 15 ~~Bureau of International Osteopathic Medicine (BIOM)—This Bureau promotes the highest~~
16 ~~standards of osteopathic medical education and practice throughout the world. The~~
17 ~~Bureau’s vision is acceptance of osteopathic medicine as a complete system of medical~~
18 ~~care throughout the world.~~
- 19 ~~Bureau of OGME Development (BOGMED)—This Bureau provides advice and counsel to the~~
20 ~~AOA and the OGME Development Initiative. It generates additional interest and support~~
21 ~~for the initiative; assists in recruiting members for the initiative’s corps of consultants, who~~
22 ~~counsel and meet with prospective teaching hospitals that have requested AOA assistance;~~
23 ~~facilitates the development and collection of useful materials for the consultants to use~~
24 ~~with potential OGME hospitals; identifies potential problem areas or unanticipated needs;~~
25 ~~and assist the AOA in publicizing the initiative throughout the profession. The initiative is~~
26 ~~designed to work collaboratively with the OPTIs to provide one-on-one assistance and~~
27 ~~helpful information to hospitals interested in developing new osteopathic graduate medical~~
28 ~~education programs. Assistance from the initiative also is available to existing teaching~~
29 ~~hospitals with programs that are struggling.~~
- 30 ~~Bureau of Osteopathic Education (BOE)—The Bureau receives reports from the several AOA~~
31 ~~educational councils and committees, and acts to assure the AOA Board, and the public,~~
32 ~~that actions of councils/committees are within the framework of AOA basic documents.~~
33 ~~The Bureau is the review body for policy documents, policy changes of the COPT and~~
34 ~~CCME, and works with the BOME, the BOH, the BOSS, and BIOM on matters pertaining~~
35 ~~to OGME.~~
- 36 ~~Bureau of Osteopathic Medical Educators (BOME)—The Bureau’s purpose is to provide medical~~
37 ~~educators with an enhanced role in AOA educational policy and advocacy and to facilitate~~
38 ~~interaction between the AOA and medical educators throughout the continuum of~~
39 ~~osteopathic medical education. It serves as a policy advisor to the AOA on issues affecting~~
40 ~~osteopathic medical education.~~

- 1 Bureau of Osteopathic Specialty Societies (BOSS) — This Bureau provides the AOA specialty
2 affiliates with a direct link and structured opportunities to participate in the AOA’s policy
3 development process. It also provides the affiliates with a forum to exchange information.
4 The Bureau of Osteopathic Specialty Societies is designed for the specialty affiliates to advise
5 the AOA on pertinent issues; to gather and disseminate relevant information; to review and
6 provide input into the AOA House of Delegates’ resolutions; and to educate and mentor each
7 other.
- 8 Business Associate Agreement — An agreement between AOA and training institutions for
9 purposes of HIPAA compliance. A BAA is also on file with the AOA for every inspector
10 of AOA programs.
- 11 Centers for Medicare and Medicaid Services (CMS) Formerly Health Care Financing
12 Administration (HCFA) — Entity within the Department of Health and Human Services
13 (HHS) responsible for administering the Medicare program.
- 14 Certification — A voluntary process intended to assure the public that a certified medical
15 specialist has successfully completed an approved educational program and an evaluation
16 including an examination process to assess the knowledge, experience, and skill requisite
17 to the provision of high-quality patient care in a specialty. Certification boards determine
18 whether candidates have received appropriate preparation in approval residency training
19 programs in accordance with established educational standards, evaluate candidates with
20 comprehensive examinations, and certify those who have satisfied the board requirements.
- 21 Certification of Added Qualifications (CAQ) — Additional training of at least one year in length
22 incorporating an identifiable body of knowledge within the broader practice of the general
23 specialty. With completion of a certifying examination in that field, the CAQ requires
24 maintenance of general or special qualification’s certification; certificates read, “Certified
25 in (general field), with Added Qualification in (added field).”
- 26 Certification of Special Qualifications (CSQ) — CSQ designates additional abilities in limited
27 areas of a general specialty field represented by that Specialty Certifying Board; a CSQ
28 does not require maintenance of the primary certification. Certificates read, “Certified in
29 (subspecialty field)”, indicate subspecialty/fellowship, and requires prior attainment of
30 general specialty. CSQ indicates the possession of knowledge, skill, training and
31 successful examination in a subspecialty/fellowship field over and above that required for
32 general certification.
- 33 COM(s) (College(s) of Osteopathic Medicine) — A college or school of osteopathic medicine
34 offering the professional degree, Doctor of Osteopathic Medicine (DO) or Doctor of
35 Osteopathy (DO), and having pre-accreditation, provisional accreditation or accreditation
36 from the AOA on Osteopathic College Accreditation (COCA).
- 37 COCA (Commission on Osteopathic College Accreditation) — The COCA is an accrediting
38 agency of the American Osteopathic Association. The COCA functions as a
39 “programmatically / specialized” accreditor of education programs leading to the first
40 professional degree, Doctor of Osteopathic Medicine (DO) or Doctor of Osteopathy (DO).
41 The COCA functions as an “institutional” accreditor of those COMs that are free standing

1 and offer only degree programs leading to the DO degree, thereby enabling such
2 institutions to qualify to participate in student financial aid programs of the United States
3 Department of Education under Title IV of the Higher Education Act of 1965 as most
4 recently amended. The COCA is the final approval body for COM accreditation standards
5 and procedures as well as the policies and procedures of the COCA itself. In this capacity,
6 the COCA reviews, evaluates, and takes final action on college accreditation status, and
7 communicates such action to appropriate state and federal education regulatory bodies. The
8 COCA reviews policy directions on predoctoral osteopathic medical education, and
9 monitors and maintains high quality osteopathic predoctoral education through the college
10 accreditation process. The COCA provides reports to the AOA Board of Trustees and the
11 AOA House of Delegates on an informational basis.

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

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

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

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

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

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

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

- 1 ~~Core Competencies (Osteopathic Medical)—provide a multi-level approach whereby~~
2 ~~students/physicians are expected to show proficiency in a subject, in addition to test scores,~~
3 ~~through their text knowledge, application of knowledge, level of professionalism,~~
4 ~~interpersonal and communication skills and continued medical education, each of which is~~
5 ~~integrated with osteopathic philosophy, principles, and practice.~~
- 6 ~~Core Competency Compliance Program Document (CCCP)—describes in detail the elements of~~
7 ~~the required plan as well as methods and options for teaching and evaluation reporting on~~
8 ~~AOA Annual Report Forms. Introduction and Guidelines (Part 1), Core Competency Map~~
9 ~~(Part 2) and Program Director’s Annual Evaluation Report (Part 3) were developed to~~
10 ~~assist DMEs in the design of an Institutional Core Competency Plan. Program Directors~~
11 ~~must complete the Program Director’s Annual Evaluation Report for each resident as well~~
12 ~~as Program Complete Summary—Final Resident Assessment (CCCP Part 3), which~~
13 ~~measures proficiency in each AOA Core Competency. Specialty specific yearly reports~~
14 ~~and documents should be attached to this instrument. These are found at the AOA website.~~
- 15 ~~Core Curriculum—A foundational course of study that combines a variety of specialized~~
16 ~~rotations aiming to provide a common background for all osteopathic trainees.~~
- 17 ~~Council on Continuing Medical Education (CCME)—This Council is responsible for accrediting~~
18 ~~AOA Category 1 CME Sponsors and recommending policy positions on AOA’s CME~~
19 ~~program. The CCME directs the continuing medical education program, coordinates the~~
20 ~~activities for continuing educational programs, recommends CME policy to the Bureau of~~
21 ~~Osteopathic Education, establishes guidelines for the evaluation of CME programs, and~~
22 ~~approves Category 1 CME Sponsors.~~
- 23 ~~Council on Osteopathic Postdoctoral Training Institutions (COPTI)—The COPTI is the initial~~
24 ~~review body for OPTI review and accreditation, and is responsible for evaluating the~~
25 ~~educational effectiveness of the OPTIs. The council may recommend policy to its parent~~
26 ~~council, the COPT.~~
- 27 ~~Council on Postdoctoral Training (COPT)—The COPT recommends policies for OGME to the~~
28 ~~BOE for review and recommendation to the AOA Board of Trustees for their final action.~~
29 ~~The COPT receives informational reports from its subordinated Program and Trainee~~
30 ~~Review Council (PTRC) and its subordinated Council on Osteopathic Postdoctoral~~
31 ~~Training Institutions (COPTI). The COPT is the primary review body for OGME~~
32 ~~standards for both general requirements and for specialty residency or fellowship~~
33 ~~standards.~~
- 34 ~~Crosswalk—Companion document to each AOA specialty basic standards. The crosswalk~~
35 ~~includes a program director self study and is utilized at program on-site reviews for~~
36 ~~determination of compliance with required training standards.~~
- 37 ~~Curriculum—The planning, structure, guidelines, known expectations, measures of achievement,~~
38 ~~training, coaching, didactics, and other elements applicable to the total OGME learning~~
39 ~~experience.~~
- 40 ~~Didactics—Didactics convey instruction, information and observations.~~

- 1 Direct Graduate Medical Education (DGME)—Payment for Medicare’s share of the direct costs
2 of training physicians, including intern and resident salaries and fringe benefits,
3 compensation for supervisory physicians, and program administration and overhead costs.
- 4 Director of Medical Education (DME)—An osteopathic physician at an institution who has the
5 authority and responsibility for the oversight and administration of OGME programs.
- 6 Dormant Status—Temporary inactive status of AOA approved specialty or subspecialty
7 standards. Reactivation requires application to the AOA by the specialty board (exam) or
8 specialty college (standards).
- 9 Dual Program—An AOA program in which an osteopathic trainee is registered in a residency
10 program that is accredited by both the AOA and ACGME. The osteopathic trainee receives
11 both AOA and ACGME credit. Trainees who complete dual programs have the option to
12 become board certified by either or both the AOA and the American Board of Medical
13 Specialties (ABMS).
- 14 Due Process—Due process is a mechanism by which institutional policies and procedures are
15 outlined for discipline or the adjudication of trainee complaints and grievances relevant to
16 the OGME program.
- 17 ERAS® (Electronic Residency Application Service)—A service that transmits residency
18 applications, letters of recommendation, Dean's Letters/MSPE, transcripts, and other
19 supporting credentials from applicants and medical schools to residency programs using
20 the Internet.
- 21 Evaluation—A process of gathering and using various pieces of information and data to
22 determine by careful appraisal and study the strengths and weaknesses of individual
23 trainees, teaching physicians, programs etc.
- 24 Formative Evaluation—improves, modifies, and refines courses or programs while they occur.
25 Summative Evaluation—is concerned with informing decisions about overall achievements.
- 26 Qualitative Evaluation—uses observation, open ended interviews and case histories.
27 Quantitative Evaluation—uses tests, close ended interviews, surveys and frequency counts.
28 Advancement within the training program is based on evaluation processes.
- 29 Faculty—An individual who has received formal assignment to teach OGME trainee physicians.
30 Appointment to the medical staff of the hospital may constitute appointment to the
31 teaching staff. Specialty standards will list minimum requirements.
- 32 Fellowship—An AOA approved program that is beyond the requirements for eligibility for first
33 board certification in a base specialty.
- 34 Full Time Equivalent (FTE)—For graduate medical education (GME) payment purposes, the
35 Balanced Budget Act of 1997 capped the number of FTE residents for which a teaching
36 hospital could be paid at the number of residents in its most recent cost reporting period
37 ending on or before December 31, 1996. In calculating direct GME payment, residents are
38 counted as full (1.0) or half (0.5) FTEs depending on the minimum number of years
39 required for board eligibility in their specialty/subspecialty.

- 1 ~~Graduate Year—In conjunction with OGME trainee, indicates their year in training. For~~
2 ~~example, OGME 1 or PGY 1. OGME 1 (AOA Resident) or PGY 1 (ACGME Resident).~~
- 3 ~~Grievance Procedure—Policies and procedures established by training institutions to address~~
4 ~~procedures for discipline and the adjudication of trainee complaints, grievances and~~
5 ~~academic performance issues.~~
- 6 ~~Healthcare Facilities Accreditation Program (HFAP)—It is one of only three voluntary~~
7 ~~accreditation programs in the United States authorized by the Centers for Medicare &~~
8 ~~Medicaid Services (CMS), formerly HCFA, to survey hospitals under Medicare. In~~
9 ~~addition, the program is a user friendly, cost effective, and educationally focused way to~~
10 ~~validate the quality of care provided by a facility. (See Bureau of Healthcare Facilities~~
11 ~~Accreditation.) The Joint Commission and National Integrated Accreditation for~~
12 ~~Healthcare Organizations also accredits hospitals. www.hfap.org.~~
- 13 ~~Health Insurance Portability and Accountability Act of 1996 (HIPAA)—A federal law that~~
14 ~~allows persons to qualify immediately for comparable health insurance coverage when~~
15 ~~they change their employment relationships. Title II, Subtitle F of HIPAA gives the~~
16 ~~Department of Health and Human Services (HHS) the authority to mandate the use of~~
17 ~~standards for the electronic exchange of healthcare data; to specify what medical and~~
18 ~~administrative code sets should be used within those standards; to require the use of~~
19 ~~national identification systems for healthcare patients, providers, payers (or plans), and~~
20 ~~employers (or sponsors); and to specify the types of measures required to protect the~~
21 ~~security and privacy of personally identifiable healthcare information. See BAA~~
- 22 ~~House Staff Manual—Operational policies and guidelines developed by the hospital that govern~~
23 ~~rules and conduct for all interns and residents. This manual should include, but not be~~
24 ~~limited to, policies regarding work hours, content of educational program(s), patient care~~
25 ~~and safety, leave policy, due process for disciplinary actions, intern and/or resident~~
26 ~~orientation program responsibilities, financial arrangements, including housing allowance,~~
27 ~~meals, uniforms, etc. as per the AOA contract and hospital's internal policy, rules and~~
28 ~~regulations regarding coverage of interns and residents duties and responsibilities,~~
29 ~~including floor procedures, general orders and moonlighting policies—or the prohibition~~
30 ~~thereof in the event of an intern, counseling and support services, evaluation and~~
31 ~~promotion, probation and dismissal, file retention, intern/resident supervision, etc.~~
- 32 ~~Indirect Medical Education—Through the IME adjustment. Medicare pays hospitals for higher~~
33 ~~patient care costs incurred in operating teaching programs, including the costs of treating~~
34 ~~sicker patients, offering more services and technology, ordering more tests, and utilizing~~
35 ~~interns and residents in providing patient care.~~
- 36 ~~Intern—A DO engaged in the first postdoctoral year of AOA approved training.~~
- 37 ~~Intern and Resident Information System (IRIS)—A report submitted by each institution to Center~~
38 ~~for Medicare and Medicaid Services (CMS) each year which gives information on each~~
39 ~~intern or resident in the institution.~~

- 1 ~~Internship and Institutional Evaluating Committee (IIEC)—An evaluating committee of the~~
2 ~~AODME responsible for review of: new internship programs applications, increases, and~~
3 ~~program on site review reports. The IIEC recommends program actions to the PTRC and~~
4 ~~reviews DME appointments. AOA staff provides staffing assistance to the IIEC.~~
- 5 ~~In-training Examination/In-service Examinations—Examinations to gauge residents’ progress~~
6 ~~toward meeting a residency program’s educational objectives.~~
- 7 ~~Joint Commission—The Joint Commission evaluates the quality and safety of care for more than~~
8 ~~16,000 health care organizations. To maintain and earn accreditation, organizations must~~
9 ~~have an extensive on-site review by a team of Joint Commission health care professionals~~
10 ~~at least once every three years. The purpose of the review is to evaluate the organization's~~
11 ~~performance in areas that affect care. Accreditation may then be awarded based on how~~
12 ~~well the organizations met Joint Commission standards.~~
- 13 ~~Journal Club—Brief informal meetings whereby faculty and trainees discuss a variety of~~
14 ~~presentations on designated topics. Presenters give concise recaptulations of the topic and~~
15 ~~author’s conclusions.~~
- 16 ~~Licensure—The process by which an agency of the government grants permission 1) to persons~~
17 ~~meeting predetermined qualifications to engage in a given occupation and/or use of a~~
18 ~~particular title, or 2) to institutions to perform specified functions. The process by which~~
19 ~~state or jurisdiction of the United States admits physicians to the practice of medicine.~~
- 20 ~~Logs—Constitute a record of a specified number of procedures, cases, patients, diagnosis, etc.~~
21 ~~Logs are to be utilized for documentation of experience, and for future use in application~~
22 ~~for hospital clinical privileges.~~
- 23 ~~Medical Education Committee (MEC)—A hospital committee made up of program directors of~~
24 ~~each respective internship and/or residency program, representation of the hospital CEO,~~
25 ~~and a medical education manager/staff person. This committee is chaired by the director~~
26 ~~of medical education and is usually held on a monthly basis. This committee discusses~~
27 ~~program curriculum, trainees, and all OGME matters.~~
- 28 ~~Medical Informatics—Discipline that focuses on use of electronics in medical research, clinical~~
29 ~~practice and education.~~
- 30 ~~Moonlighting—Any professional clinical activity for pay performed outside the scope of the~~
31 ~~approved residency training program.~~
- 32 ~~National Board of Osteopathic Medical Examiners (NBOME)—The NBOME is a not for profit~~
33 ~~corporation dedicated to serving the public and state licensing agencies by administering~~
34 ~~examinations that test the medical knowledge of aspiring osteopathic physicians.~~
- 35 ~~National Matching Service (NMS)—The Intern/Resident Registration Program is sponsored and~~
36 ~~supervised by the AOA and administered on behalf of the AOA by National Matching~~
37 ~~Services.~~

- 1 National Resident Matching Program (NRMP)—The National Resident Matching Program
2 (NRMP) is a private, not for profit corporation established to provide a uniform date of
3 appointment to positions in graduate medical education (GME) in the United States.
- 4 OERAS— See “ERAS”
- 5 On-site Program Review—A review of an AOA program at regular intervals to verify continuing
6 compliance with training standards. At regularly scheduled intervals, postdoctoral training
7 programs participate in a program review, including an on-site survey, to validate program
8 compliance with the standards for accreditation in all aspects of the educational program.
9 The degree of compliance impacts the term of continuing approval granted to the program.
10 Each program also completes a self-study prior to the on-site review.
- 11 On-site Program Reviewer—An individual assigned to conduct a program review for approval or
12 re-approval at the program site. Reviewers are appointed by the IEC/specialty colleges and
13 are approved by the AOA. They validate program compliance with basic standards
14 through review of specified documentation, self-study reports from the program, meetings
15 with program staff and trainees, and through the on-site review.
- 16 Opportunities—A searchable database containing internship and residency information for
17 AOA-approved programs. Data entry for Opportunities is the responsibility of each
18 medical education division.
- 19 Osteopathic.org—The official AOA website for the osteopathic professional family. In addition
20 to links to all AOA administrative departments, Osteopathic.org is an OGME resource for
21 students, trainees, program leadership, specialty colleges, and program and OGME
22 institutional leadership. All approved policies and training standards, as well as other
23 OGME resources, are posted to Osteopathic.org
- 24 Osteopathic Graduate Medical Education (OGME)—The period of medical training that follows
25 graduation from a college of osteopathic medicine or medical school. Includes all
26 postgraduate years: internship, residency fellowship. OGME prepares osteopathic
27 physicians for the independent practice of medicine in a medical specialty. OGME
28 programs are based in hospitals or other healthcare institutions and utilize both inpatient
29 and ambulatory settings.
- 30 OGME—1R—The first year of residency training in specialties utilizing the Option 1 structure.
31 Educational content is set and supervised by the respective specialty colleges as approved
32 by the AOA.
- 33 OGME—1P—The first year of training preceding residency training in specialties utilizing the
34 Option 2 structure. Educational content is set by the respective specialty colleges as
35 approved by the AOA, and supervised by the institutional intern program director.
- 36 OGME—1T—The first year of training preceding residency training in specialties utilizing the
37 Option 3 structure, or utilized by trainees who have not yet chosen a specialty area.
38 Educational content is set by the AOA Basic Document for Postdoctoral Training, and is
39 supervised by the institutional intern program director.

- 1 Osteopathic Medicine—Osteopathic medicine has a strong emphasis on the inter-relationship of
2 the body's nerves, muscles, bones and organs. Doctors of Osteopathic Medicine apply the
3 philosophy of treating the whole person to the prevention, diagnosis and treatment of
4 illness, disease and injury. Osteopathic medicine was developed 130 years ago by
5 physician Andrew Taylor Still and is one of the fastest growing healthcare professions in
6 the U.S.
- 7 Osteopathic Postdoctoral Training Institution (OPTI)—An OPTI is a community-based training
8 consortium comprised of at least one COCA-accredited college of osteopathic medicine
9 and one accredited hospital. All AOA-approved programs must be academically sponsored
10 by an OPTI.
- 11 Parallel Program—An AOA-approved program conducted side-by-side with an ACGME program
12 in the same specialty and institution where programs and trainees in each are separately
13 approved and registered by the AOA or ACGME; Osteopathic trainees are only eligible for
14 AOA credit.
- 15 Percentage of Time—A mathematical calculation based on the intern/resident workweek being
16 divided into ten (10) half-day periods, each being equivalent to 10%
- 17 Program—The unit of OGME internship or residency/specialty training, comprising a series of
18 learning experiences, which is evaluated for AOA approval.
- 19 Program Director—An osteopathic physician who is responsible for maintaining the quality of an
20 OGME program so that it meets approval criteria. Requirements and responsibilities are
21 listed in Section VI, C.
- 22 Program Director Annual Report—A report completed by the program director on an annual
23 basis. A resident in training submits this report to a respective specialty college to attest to
24 the level of achievement and progress.
- 25 Program and Trainee Review Council (PTRC)—The primary responsibilities of the PTRC are to
26 serve as the decision-making body for AOA-approved internship, residency, fellowship
27 and subspecialty training programs and for individual training approvals. The council also
28 serves as an advisory body on policy to the COPT. This Council is responsible for the
29 approval (accreditation) and continuing approval of training programs.
- 30 Protected Health Information (PHI)—With few exceptions, includes individually identifiable
31 health information held or disclosed by a practice regardless of how it is communicated
32 (electronically, orally or written).
- 33 Provisional Accreditation: An accreditation status that is recommended to newly formed OPTIs
34 after the first accreditation site visit, allowing an OPTI to develop its functions and
35 operations prior to full accreditation status date.
- 36 Reappointment—Reappointment to a position within an intern/residency training program is
37 typically based on the trainee's performance. A well-defined and functional evaluation
38 system is essential to determine whether a trainee qualifies for reappointment. In the
39 context of OGME, contractual reappointment is equated with academic promotion.

- 1 Remediation—Remediation is an academic tool, used when the evaluation system identifies
2 performance deficiencies that cause concern about a trainee’s continuation within the
3 program.
- 4 Residency—A residency is defined as a formal, full-time training period in a designated
5 specialty of not less than one year. The program shall be planned and conducted for the
6 purpose of providing advanced and concentrated training in a designated specialty leading
7 to AOA specialty board eligibility for certification.
- 8 Resident—An individual enrolled in an AOA-approved residency.
- 9 Resident Annual Report—A report completed on an annual basis by each resident at the
10 conclusion of each training year. This report responds to questions regarding experience
11 and exposure, and is submitted to their respective specialty college.
- 12 Rotation Agreement—A written agreement between two clinical sites participating in training of
13 interns/residents. This agreement describes the responsibilities of each respective site.
- 14 Segregated Totals—Such totals are descriptors of medical records, department scope and
15 volume, and/or other data of cases, which are highly specific as to disease, intervention and
16 procedural categories and are used to document opportunities for OGME training in a
17 program.
- 18 Specialty College Basic Standards—AOA approved document of specialty requirements for new
19 or continuing approval of a training program.
- 20 Specialty College Evaluating Committee (SPEC)—An evaluating committee within the specialty
21 college that meets regularly to review training standards, new programs, training
22 requirements, trainee completion status and program on-site review reports. Committees
23 make recommendations to the PTRC for final action.
- 24 Sponsoring OPTI—An AOA accredited OPTI, recognized as the accountable institution for
25 assurance of AOA OGME quality and compliance.
- 26 Suspension—Removal of an intern or resident from program activities without prior notice.
27 These activities are limited to those instances in which a trainee’s activities jeopardize
28 patient safety or significantly disrupt hospital operations.
- 29 Traditional Rotating Internship—See OGME-1T.
- 30 Trainee Information, Verification and Registration Audit (TIVRA)—TIVRA is a mandatory
31 method for registering intern and resident contract information, along with updating
32 program information to the AOA. By completing electronic on-line data forms, AOA-
33 approved training institutions ensure that individual trainees are registered and that
34 program contact information is current and up-to-date.
- 35 Training institution—The institution that has been granted PTRC approval to conduct OGME programs,
36 and which assumes primary responsibility for program administration and oversight.

1 ~~Training Program Review Services (TPRS)—This Division oversees the program review~~
2 ~~process. It supervises and trains review teams. It also recommends policy to the COPT.~~
3 ~~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 15th~~
- ~~▪ 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~~

- 1 ▪ ~~Monthly OMEC meeting~~
- 2 ▪ ~~Quarterly Intern/Resident evaluation and report to OMEC~~

3 **NOVEMBER**

- 4 ▪ ~~Instructions for submitting Rank Order Lists and obtaining Match results will be provided to~~
5 ~~registered students and programs.~~
- 6 ▪ ~~Continue Interviewing Process~~
- 7 ▪ ~~Submit IRIS disk to CMS~~
- 8 ▪ ~~Monthly I/R Evaluations~~
- 9 ▪ ~~Monthly OMEC meeting~~
- 10 ▪ ~~AOCD In-training (service) examination~~
- 11 ▪ ~~ACOFFP In-training (service) examination~~

12 **DECEMBER**

- 13 ▪ ~~Finalize the Interview and selection process~~
- 14 ▪ ~~Monthly I/R Evaluations~~
- 15 ▪ ~~Monthly OMEC meeting~~
- 16 ▪ ~~Quarterly OPTI OGMEC Meeting~~

17 **JANUARY**

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

26 **FEBRUARY**

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

39 **MARCH**

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

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

8 **APRIL**

- 9 ~~▪ Quarterly Intern/Resident evaluation and report to OMEC~~
- 10 ~~▪ Monthly I/R Evaluations~~
- 11 ~~▪ Monthly OMEC meeting~~
- 12 ~~▪ AOCEP In-training (service) Examination~~

13 **MAY**

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

21 **JUNE**

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



**Handbook of the
Program & Trainee Review Council (PTRC)
EFFECTIVE 7/1/2020**

American Osteopathic Association
Department of Education
Division of Postdoctoral Training
142 E. Ontario Street
Chicago, Illinois 60611
800-621-1773

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HANDBOOK OF THE PROGRAM AND TRAINEE REVIEW COUNCIL

1 INTRODUCTION

2 The Handbook of the Program and Trainee Review Council (*Handbook*) is a procedural
3 guide established for the use of the Program and Trainee Review Council (PTRC) and other
4 AOA officers. This is an official document adopted by action of the AOA Board of Trustees
5 (AOA Board). The *Handbook* includes a description of the purpose, function, structure, and
6 operating procedures of the council. The PTRC serves as a standing, ~~subordinated~~ council of
7 ~~the Council on Postdoctoral Training (COPT)~~ in specified, selective areas of osteopathic
8 graduate medical education (OGME).

9 The PTRC shall conduct itself according to the processes stated in this *Handbook* and shall
10 review the *Handbook* every two years. ~~Permanent Copies of the Handbook are on file filed at~~
11 ~~the American Osteopathic Association, Department of Education, 142 East Ontario Street,~~
12 ~~Chicago, Illinois 60611 and are posted to DO Online~~

13 I. STATEMENT OF PURPOSE

14 A. Organization and History

15 The current structure and role of the PTRC was created by action of the AOA Board at its
16 February 2003 meeting (see Resolution 53(M/2003, “Task Force to Study the Structure of the
17 Department of Educational Affairs”) as a functional successor to the former ECCOPT. The
18 PTRC is a representative body composed of members from AOA affiliate organizations
19 created to assure ~~the COPT~~, AOA Board, osteopathic medical professional and general
20 public that postdoctoral training programs are operating within approved standards, rules and
21 regulations, and provide educational training satisfactory to the public interest. The PTRC
22 also has the obligation to deliberate and recommend policy revisions to the ~~COPT~~, Bureau of
23 Osteopathic Education (BOE) and the AOA Board for improvements in postdoctoral
24 education.

25 STARTING JULY 1, 2020, THE COPT WILL BE DISBANDED AND PTRC WILL
26 CONTINUE TO FUNCTION AS THE ACCREDITATION AUTHORITY FOR ALL AOA-
27 APPROVED PROGRAMS THAT DUE NOT ACHIEVE ACGME ACCREDITATION BY
28 JUNE 30, 2020.

29 B. Functions and Responsibilities

30 The primary responsibilities of the PTRC are to serve as the decision making body for AOA-
31 approved internship, residency, fellowship and subspecialty training programs and for
32 individual training approvals. In this capacity, actions of the PTRC are final. These actions
33 may be appealed to the BOE Appeal Committee, decisions of which may be appealed to the
34 AOA Board. The council also ~~serves as an advisory body on policy to the COPT~~MAKES
35 OGME POLICY RECOMMENDATIONS TO BOE, INCLUDING CHANGES TO
36 SPECIALTY BASIC STANDARDS. The council shall:

- 1 1. Review and take final action on postdoctoral training programs, including
2 consideration of program approvals, denials, and increases in approved positions,
- 3 2. Monitoring of compliance OF PROGRAMS with ~~corrective action procedures, or~~
4 ~~other programmatic violations of the AOA Basic Document~~ AND SPECIALTY
5 BASIC STANDARDS.
 - 6 a. ~~Recommendations on internship programs are received from the Internship~~
7 ~~Evaluating Committee (IEC).~~ Recommendations on residency and fellowship
8 training programs are received from the educational evaluating committees of the
9 specialty practice affiliates.
- 10 3. REVIEWS ALL APPROVAL AND DENIAL RECOMMENDATION FROM
11 SPEC AND MAKES FINAL DECISION ~~Review and act on requests for~~
12 ~~approval of individual trainee's internship or residency training and make final~~
13 ~~actions.~~
- 14 4. ~~Provide oversight for Site Review process.~~
- 15 5. ~~Report its actions to the COPT for informational purposes.~~
- 16 4. MAKE RECOMMENDATIONS TO CHANGES TO OGME POLICY FOR
17 BOE'S REVIEW.
- 18 5. REVIEW CHANGES IN SPECIALTY BASIC STANDARDS AS
19 RECOMMENDED BY THE VARIOUS SPECIALTY PRACTICE AFFILIATES
20 AND MAKE RECOMMENDATION FOR BOE'S REVIEW.

21 II. COUNCIL STRUCTURE AND GENERAL PROCEDURES

22 A. General Aspects of PTRC Membership

- 23 1. The PTRC has ~~twelve (12)~~ 16 voting members as enumerated in Section II.C.
- 24 2. The PTRC has two (2) non-voting liaison members as enumerated in Section II.C
25 with rights to review and debate matters before the PTRC without vote.
- 26 3. ~~Appointment of representative and at large members to the PTRC will be~~
27 ~~staggered and limited to no more than three consecutive three-year terms for nine~~
28 ~~(9) years cumulative. Membership and chairperson appointments would be~~
29 ~~limited to a maximum of nine consecutive years and six years respectively in any~~
30 ~~one bureau, council or committee.~~
- 31 3. All specialty college representatives shall be certified in the specialty they
32 represent.
- 33 4. All specialty college representatives shall be members of their educational
34 evaluating committees.

1 5. All osteopathic physicians on the PTRC must be members in good standing of the
2 AOA and shall conform to its constitution, bylaws and code of ethics.

3 6. No member of the AOA Board, the BOE, or any other AOA education or
4 accreditation bureau or council shall simultaneously hold a position on the PTRC.

5 **B. Appointment of Officers and Terms of Office**

6 1. Chair

7 The Chair will be appointed by the AOA President from among the membership
8 of the PTRC for a two-year term of office. ~~The Chair may serve a maximum of~~
9 ~~three (3) two-year terms within the limit of three three-year terms of membership.~~

10 ~~Any voting member of the PTRC is eligible to be appointed to the position of~~
11 ~~Chair.~~

12 2. Vice-Chair

13 The Vice-Chair will be appointed by the AOA President from among the
14 membership of the PTRC for a one-year term of office. ~~Any voting member of~~
15 ~~the PTRC is eligible to be appointed to the position of Vice-Chair. The Vice-~~
16 ~~Chair may not be from the same specialty college as the Chair.~~

17 3. Secretary

18 ~~Staff of the Division of Postdoctoral Training, as determined by the Director of~~
19 ~~the AOA Department of Education will serve as Secretary without vote. THE~~
20 ~~SECRETARY, AS DETERMINED BY AOA, shall be the administrator for the~~
21 ~~PTRC; shall be responsible for both recording and corresponding secretarial~~
22 ~~activities of the PTRC; and shall maintain technical expertise in the areas of~~
23 ~~responsibility of the PTRC and make the PTRC aware of trends in these areas.~~

24 **C. Appointment of Members and Terms of Office**

25 1. Permanent representation will be as follows for sixteen (16) council positions:

26 • AT MINIMUM 1 REPRESENTATIVE FROM EACH SPECIALTY
27 COLLEGE EVALUATING COMMITTEE THAT HAS PROGRAMS
28 UNDER THE RESTRICTED ACCREDITATION AUTHORITY OF THE
29 AOA, APPOINTED FOR 3 YEAR TERMS.

30 • ADDITIONAL MEMBERSHIP APPOINTED BY AOA BOARD FOR 3
31 YEARS TERMS

32 • ~~Representative from within the Association of Osteopathic Directors and~~
33 ~~Medical Educators (AODME)~~

34 • ~~1 Representative from the Association of Military Osteopathic Physicians~~
35 ~~and Surgeons (AMOPS)~~

- 1 • ~~1 Representative OF the American College of Osteopathic Internists~~
- 2 (ACOI)
- 3 • ~~1 Representative OF the American College of Osteopathic Surgeons~~
- 4 (ACOS)
- 5 • ~~1 Representative OF the American Osteopathic Academy of Orthopedics~~
- 6 (AOAO)
- 7 • ~~1 Representative OF the American College of Osteopathic Family~~
- 8 Physicians (ACOFFP)
- 9 • ~~1 Representative OF the American College of Osteopathic Obstetricians~~
- 10 and Gynecologists (ACOOG)
- 11 • ~~1 Representative OF the American College of Osteopathic Emergency~~
- 12 Physicians (ACOEP)
- 13 • ~~1 Representative of the American Academy of Osteopathy (AAO)~~
- 14 • ~~1 Representative of the American Osteopathic College of Radiology~~
- 15 (AOCR)
- 16 • ~~1 Representative of the American Osteopathic College of Neurology and~~
- 17 Psychiatry (ACONP)
- 18 • ~~1 Representative of the American Osteopathic College of Ophthalmology~~
- 19 and Otolaryngology—Head and Neck Surgery (AOCOO-HNS)
- 20 • ~~1 Representative of the American Osteopathic College of~~
- 21 Anesthesiologists (AOCA)
- 22 • ~~1 Representative of the American Osteopathic College of Dermatology~~
- 23 (AOCD)
- 24 • ~~1 Representative of the American College of Osteopathic Pediatricians~~
- 25 (ACOP)
- 26 • ~~1 Representative of the American College of Osteopathic Physical~~
- 27 Medicine and Rehabilitation (AOCPMR)

- 28 2. Non-voting liaison members will be appointed as follows with appointment terms
- 29 lasting as long as they are serving as a Chair of the relevant BCC:
- 30 • Liaison Member from the Council on Postdoctoral Training (COPT)-OGME
- 31 ADVISOR
- 32 • 1 - Liaison Member from the Bureau of Osteopathic Specialties (BOS)

- 33 ~~3. Each representative shall be appointed from a list of up to three (3) nominees~~
- 34 ~~submitted by the affiliate group to the AOA president elect and the secretary will~~
- 35 ~~send a request for nominations to affiliates for each appointment cycle.~~

- 36 3. Advisors
- 37 • The AOA President, President-Elect, Executive Director, Chair or Vice
- 38 Chair of the Department of Educational Affairs may meet with the PTRC
- 39 as non-voting advisors on policies and procedures of the AOA as
- 40 applicable to the PTRC.

- 1 4. Observers
- 2 • By precedent meetings of the PTRC are open meetings. Observers are
- 3 asked to notify the Chair or Secretary of the PTRC of their intent to attend.
- 4 • The presence of observers shall be acknowledged by the chair and
- 5 recorded in the PTRC minutes.

6 **D. Meeting Structure of the PTRC**

7 1. The PTRC will meet ~~three~~ AT LEAST TWO times a year, in ~~April and November~~ SPRING

8 AND FALL ~~according to the AOA council cluster and in July/August one week prior to the~~

9 ~~summer council cluster. Meeting dates are published annually in the PTRC and BOE~~

10 ~~agendas and annually to the specialty affiliates.~~ ADDITIONAL TELECONFERENCES WILL

11 BE SCHEDULED AS NECESSARY.

122. The PTRC may as needed take action by mail ballot on the approval of the chair.

- 13 a. There will be regularly scheduled mail ballots for trainee approval actions
- 14 scheduled between meetings of the PTRC.
- 15 b. Mail ballots for program actions will be limited to exceptional need. No
- 16 recommendation for denial or probationary approval will be conducted by
- 17 mail ballot. The PTRC will consider Site Review reports and length of
- 18 continuing approvals only at ~~regularly scheduled~~ meetings.
- 19 c. Mail ballot participation and approval will be governed by the same
- 20 requirements for quorum and majority as in-person PTRC action, per
- 21 Illinois statute.

22 3. ~~Regular~~ OPEN sessions will be open to all attendees to address issues of interest to

23 all parties, including reports, discussion items, and information items.

24 a. The PTRC will utilize consent agendas for program and trainee resolutions

25 AS NEEDED.

26 4. ~~Accreditation sessions will be held for all program or trainee specific resolution~~

27 ~~items that require discussion. Attendance is open to anyone unless otherwise~~

28 ~~noted at the discretion of the PTRC. Items are extracted from the consent agenda~~

29 ~~as follows~~

- 30 a. ~~Automatic extraction for: continuing approvals of less than 3 years,~~
- 31 ~~reconsiderations, all denials or other adverse actions;~~
- 32 b. ~~Extraction at the request of any voting member of the PTRC;~~
- 33 c. ~~Extraction at the request of the program or OPTI, or on recommendation of~~
- 34 ~~AOA staff, with rationale for the extraction and on approval of the chair or a~~
- 35 ~~majority of the council;~~
- 36 d. ~~Extraction of all duty hour violation deficiencies.~~

37 5. ~~Pre notification of specialty college recommendations will be given to~~

38 ~~programs, via their OPTI, no less than two weeks prior to the scheduled~~

39 ~~meeting date. The PTRC secretary will be notified of the intent to attend.~~

- ~~a. Programs may submit documentation, directly or via their OPTI, to address errors in fact only, and may attend the accreditation session for discussion and decision.~~
- ~~b. The OPTI for any program that has submitted an "error in fact" or contested item must either attend the PTRC meeting in person or be available for video conference during the PTRC meeting.~~

- 6. Executive sessions are closed session to review issues that are of a sensitive or confidential nature. Program or specialty college representatives are invited to the executive session as needed for testimony, and will not be present for deliberations or final decisions.

E. Executive Committee

There shall be an Executive Committee consisting of the Chair, the Vice Chair and ~~one~~ THREE other memberS appointed from the roster of permanent representatives.

- 1. Meetings of the Executive Committee will be called by the chair and may be held by teleconference.
- 2. The purpose of the Executive Committee is to act when meetings of the entire PTRC are not possible, and when needed to take timely actions, including:
 - a. Consideration of individual training issues
 - b. Consideration of disciplinary actions toward individual program or training institutions
 - c. Consideration of requests for ~~an off-cycle program review~~ A FULL OR FOCUSED SITE VISIT.
 - ~~d. Review of requests for reconsideration~~
 - d. Other business as deemed urgent and necessary by the chair
- 3. The secretary will take minutes and these will be reported to the full council.

F. Other Committees

The PTRC may approve working groups, or task forces, for special projects or assignments. Minutes or reports will be presented to the full PTRC.

G. SPECIALTY COLLEGE EVALUATING COMMITTEES

- 1. EACH SPECIALTY COLLEGE THAT HAS PROGRAMS UNDER THE RESTRICTED ACCREDITATION AUTHORITY OF THE AOA SHALL HAVE A SPECIALTY COLLEGE EVALUATING COMMITTEE (SPEC)
- 2. THE SPEC SHOULD BE A MINIMUM OF THREE MEMBERS WHO HAVE EXPERIENCE IN MEDICAL EDUCATION.

- 1 3. THE SPEC SHOULD HOLD MEETINGS AT MINIMUM TWO TIMES PER
2 YEAR PRIOR TO THE PTRC MEETINGS OR AS REQUESTED BY PTRC
3 CHAIR

- 4 4. SPEC RESPONSIBILITIES
- 5 a. RECOMMEND CHANGES TO SPECIALTY BASIC STANDARDS
- 6 b. APPROVE INDIVIDUAL RESIDENT’S TRAINING AS COMPLETE
- 7 c. REVIEW REPORTS PROVIDED BY PROGRAMS SEMIANNUALLY
- 8 d. REVIEW RESIDENT SURVEY RESULTS
- 9 e. PARTICIPATE IN MEETINGS WITH RESIDENTS

- 10 5. SHOULD A SPEC NO LONGER BE ABLE TO FUNCTION AT THE
11 SPECIALTY COLLEGE, A SUBCOMMITTEE OF PTRC WILL BE FORMED.

12 **GH. General Procedures of the PTRC**

- 13 1. The PTRC operates on Robert's Rules of Order, newly revised.
- 14 2. A simple majority of members will constitute a quorum sufficient for conduct of
15 all business.
- 16 3. The PTRC operates within procedures approved by the AOA Board as
17 appropriate. The PTRC will develop and maintain a procedural and policy
18 handbook pertaining to that council’s area of responsibility. Copies of these
19 handbooks are provided to each member of the PTRC.
- 20 4. With respect to the areas for which the PTRC retains final decision authority, the
21 PTRC may approve, deny, defer action or remand an item back to the entity
22 submitting that item for the council’s consideration.
- 23 ~~5. The Chair or Vice Chair of the PTRC will present the PTRC report to COPT,
24 including resolutions for action.~~
- 25 5. The PTRC will conduct appropriate orientation activities for its members. The
26 secretary will provide orientation materials to all newly appointed members
27 according to AOA procedure.
- 28 6. The PTRC will be responsible for the expenses incurred by attendance only of
29 such persons invited at the specific request of the Chair or Secretary where there
30 is a written agreement for reimbursement.

1 7. The PTRC shall not be responsible for expenses incurred by persons appearing
2 before the PTRC at the request of, or in the interest of, individual trainees or
3 programs, or other organizations or individuals.

4 8. The Secretary to the PTRC shall attend all meetings, including the Executive
5 Sessions.

6 ~~10. All PTRC action letters for programs and individual trainees will cite the
7 Handbook on policy and procedure, and will include information on access to the
8 Handbook.~~

9 9. PTRC denial action letters will specifically include language referencing the
10 appeal process.

11 10. In the absence of an appointed member of the PTRC, the affiliate organization,
12 with the concurrence of the Chair, shall appoint an alternate representative to
13 attend the PTRC meeting.

14 III. PROGRAM ACTION AND SITE REVIEW PROCEDURES

15 The PTRC shall review and take final action on all recommendations of the ~~iee AND~~
16 specialty affiliates including but not limited to ~~approval of new programs, continuing~~
17 ~~approval of current programs and approval of program position increases.~~ The AOA Division
18 of Postdoctoral Training will send notification of PTRC actions to programs within 15 days
19 of each meeting. Any extension of this deadline will require prior approval by PTRC.

20 ~~A. Approval of New Programs~~

21 ~~A new program may only be approved with inspection within one year of the date of~~
22 ~~commencement of trainees in the program.~~

23 A. Continuing Approval Program Actions

24 1. Continuing approval program actions of the PTRC shall be GRANTED
25 ANNUALLY.

26 ~~indicate a specific number of years prior to mandatory resurvey as part of the~~
27 ~~motion, based on the COPT approved criteria.~~

28 ~~Following the Site Review, the IEC or specialty college will file a~~
29 ~~recommendation for continuing approval for PTRC action. All programs~~
30 ~~achieving between 100-71% compliance based on the Basic Standards~~
31 ~~Crosswalks scoring shall be awarded a fixed 60-month accreditation. All~~
32 ~~programs at or below 70% shall be recommended for a 12-month probation status.~~
33 ~~Programs can also be recommended for 12-month probation status if they are~~
34 ~~found to have critical deficiencies that affect the quality of the program as~~
35 ~~determined by the specialty college.~~

1 ~~Any new residency training program of three years, length or more, may have an~~
2 ~~onsite secondary review take place prior to completion of any trainee. This site~~
3 ~~review may take place at a median time between start of the first trainee and~~
4 ~~the anticipated time of the first trainee program complete status. Each Specialty~~
5 ~~College Evaluating Committee will determine what the secondary site visit will~~
6 ~~entail.~~

7 ~~(Examples: Three year programs would be inspected at one year and one year~~
8 ~~after the initial review~~

9 ~~Four year programs at 1 year and 1 1/2 years after the initial review~~

10 ~~Five year programs at 1 year and 2 years after the initial review~~

11 ~~Six year programs at 1 year and 2 1/2 years after the initial review~~

12 ~~Seven year programs at 1 year and 3 years after the initial review.)~~

13 1. Programs are required to undergo Site Review AS NEEDED ~~at the end of each~~
14 ~~approval period as needed.~~

15 ~~2. If Site Reviewers are reviewing programs at an institution, programs with no~~
16 ~~trainees shall be reviewed for continuing approval if the program had trainees in~~
17 ~~the past.~~

18 2. Deficiencies must reference specific standards and will be cited in the PTRC action letter.

19 ~~4. Approval with re-review 12 months from the date of PTRC action will be~~
20 ~~considered a probationary approval. Ability to recruit must be specifically~~
21 ~~recommended.~~

22 ~~5. Explanatory statements in SPEC recommendations are not included on PTRC~~
23 ~~action letters unless specifically directed by PTRC.~~

24 **C B. Probationary Approvals**

25 Probationary approvals ~~of one year, with or without the ability to recruit,~~ shall reflect review
26 and deliberation by the PTRC with explicit reasons for the probationary action.

27 1. This action is to be used for programs not in compliance with one or more major AOA
28 standards which must be corrected. ~~There is no ability to recruit under a probationary~~
29 ~~approval unless PTRC specifically allows recruitment.~~

30 ~~2. Any program receiving a probationary action without the ability to recruit will be~~
31 ~~blocked from participating in ERAS unless a request for appeal is received at~~
32 ~~AOA and accepted.~~

33 2. Deficiencies must be satisfactorily corrected within 18 months of the citation date.
34 Failure of the program to file a corrective action plan or to file evidence of
35 implementation of corrective actions may result in immediate re-Site Review or
36 denial of continuing approval.

- 1 ~~4. Programs on probationary continuing approval are not eligible to apply for~~
2 ~~increases in positions.~~
- 3 3. Programs on probationary continuing approval for two consecutive terms shall be
4 terminated effective June 30 of the second year. Any such terminated program
5 may reapply for approval as a new program one year after the date of termination.
- 6 4. TRAINEES MUST BE NOTIFIED OF PROGRAM'S PROBATIONARY
7 STATUS.

8 **DC. Denial Actions**

9 PTRC action of denial indicates major deficiencies in the program recommended for action.
10 Denial of approval of any agenda item shall reflect review and deliberation by the PTRC
11 with explicit reasons for denial included as part of such actions.

- 12 1. Denial of continuing approval indicates that the program has violated one or more
13 major requirements making it necessary to terminate the existing program. Denial
14 actions may be taken for programs on probationary approval that have not filed
15 corrective actions.
- 16 2. DENIAL OF CONTINUING APPROVAL TO A TRAINING PROGRAM
17 SHALL BE EFFECTIVE ON JUNE 30 ONE YEAR FROM THE END OF THE
18 ACADEMIC YEAR IN WHICH THE PTRC ACTION OCCURS. PTRC
19 RESERVES THE RIGHT TO ESTABLISH AN EARLIER TERMINATION
20 DATE AS APPROPRIATE.
- 21 ~~2. Denial of new program approval indicates the presence of deficiencies identified~~
22 ~~in a pre approval Site Review or in materials submitted in the application process.~~
23 ~~Denial may be taken where letters of negative impact from AOA accredited~~
24 ~~sponsors in the market area have been filed with the specialty college or the AOA.~~
- 25 ~~3. Denial of increase applications indicates the program does not have the financial~~
26 ~~or education resources, including scope, volume and variety, to support additional~~
27 ~~trainees.~~

28 **ED. Types of Site Reviews**

29 Programs will participate in a full program site review within the term proscribed by the
30 PTRC, which will also have authority to require additional reviews (with or without
31 recommendation of the specialty college).

- 32 1. ~~Pre approval~~FULL site review
33 The IEC or specialty college may require a pre approval site review at their
34 discretion prior to making a recommendation for action to the PTRC. Such site

1 ~~reviews do not require PTRC approval but AOA Site Reviewer staff must be~~
2 ~~allowed to have authority over the site review. A Site Review must be requested~~
3 ~~by the SPEC no later than 40 days after receipt of the application. ALL~~
4 ~~STANDARDS WILL BE EVALUATED FOR FULL SITE REVIEWS.~~

5 2. Focused Site Review

6 When a program is deficient in an area that requires a site visit to verify
7 correction of deficiencies prior to the program's next regularly scheduled site
8 review, a focused site review may be required. Notice of a focused site review
9 will include areas of concern or deficiencies to be addressed. Focused site
10 reviews will not be considered as full site reviews.

- 11 a. Filing of a corrective action plan and/or evidence of implementation of the
12 action plan can result in a specialty college recommendation for waiver of
13 the focused site review.

14 ~~3. Mandatory consult~~

15 ~~When a program has deficiencies indicating program development issues or~~
16 ~~where deficiencies indicate outside assistance would be helpful, a mandatory~~
17 ~~consultation may be required. A consult may also be required for new programs~~
18 ~~where no pre-approval site review has been conducted. A mandatory consult will~~
19 ~~not be considered as a full site review.~~

- 20 ~~a. Any program or training institution may make a request for a consultation~~
21 ~~to the AOA or the specialty college. Such requests are voluntary and do~~
22 ~~not require PTRC approval.~~

23 ~~4. Off cycle site review~~

24 ~~Off cycle site review may be called for by the PTRC outside of the schedule~~
25 ~~required in the most recent PTRC approval according to the off cycle site review~~
26 ~~protocol (see appendix a). Off cycle site review m~~

27 35. Site Review Reports

- 28 a. Reports from ~~AOA Professional Reviewers~~ **SITE REVIEWERS** will be
29 due at the AOA within 15 days of the site review ~~or within 15 days of the~~
30 ~~last site review where an AOA Professional Reviewer is reviewing~~
31 ~~multiple programs.~~
32 b. AOA professional reviewer(s) may request additional documents or
33 information be submitted with the report to support the work of the team.
34 c. The ~~AOA Professional Reviewers~~ **SITE REVIEWERS** report shall be
35 forwarded from the AOA to the **OPTI AND PROGRAM** for review and
36 comment ~~by AOA immediately upon receipt.~~

- 1 d. The OPTI/PROGRAM shall have fifteen (15) business days to respond to
2 the report. The OPTI/ PROGRAM may request correction of factual errors
3 noted by the AOA professional reviewer(s).
- 4 e. ~~Within 15 days, each OPTI shall respond to the data, either affirming the~~
5 ~~data or providing other data.~~
- 6 ef. The AOA Professional Reviewers final site visit report shall include the
7 OPTI/PROGRAM'S comments and shall be forwarded together to the
8 SPEC for review.

9 ~~6. Institutional Site Review~~

10 ~~The PTRC and COPT require an institutional review to be completed at the same~~
11 ~~time that a residency Site Review is set to occur if the institution is also due for an~~
12 ~~institutional review.~~

- 13 a. ~~Institutional site reviews will be conducted by AOA Professional~~
14 ~~Reviewers. The HEC will submit a resolution to the PTRC detailing any~~
15 ~~deficiencies and recommendation.~~
- 16 b. ~~Institutions must achieve a score of 80% or greater in order to be awarded~~
17 ~~a five year approval for their Institutional Review. If less than 80% they~~
18 ~~have a year to correct the deficiency or will lose approval. If any section~~
19 ~~of the Crosswalk receives zero points, they do not pass the Institutional~~
20 ~~Review.~~

21 ~~7. REVIEW OF TEACHING HEALTH CENTERS~~

22 ~~Ambulatory and continuity clinic requirements in the primary care specialties in AOA~~
23 ~~programs which are HHS grant funded THC or rural programs are permitted to be~~
24 ~~interpreted and reviewed consistent with the requirements and intent of the HHS, THC~~
25 ~~grant programs.~~

27 ~~IV. TRAINEE APPROVAL PROCEDURES~~

28 ~~A. Federal and ACGME PGY-I~~

29 ~~Approval indicates that the intern has successfully completed a PGY 1 YEAR~~
30 ~~which meets the criteria required for the equivalent of a rotating internship as~~
31 ~~stated in Section V of the Basic Document for Postdoctoral Training. Rotations~~
32 ~~will be compared to the Traditional Rotating Internship or the AOA's OGME 1~~
33 ~~specialty.~~

- 34 ~~1. COM graduates who participate in ACGME accredited required military~~
35 ~~program will be reviewed by the Association of Military Osteopathic~~
36 ~~Physicians and Surgeons (AMOPS), with credits reported to the PTRC.~~

37 ~~B. Residency/ACGME Training~~

38 ~~Applications for AOA recognition of ACGME residency training is reviewed by~~
39 ~~AOA Trainee Services staff in the Division of Postdoctoral Training.~~

1 **V. AGENDA PREPARATION AND PROCEDURE**

- 2 ~~A. Specialty college evaluating committees (SPEC) shall hold their evaluating~~
3 ~~committee meetings at least 45 days prior to published PTRC meeting dates so that~~
4 ~~reports are received by the Division of Postdoctoral Training at least forty (40) days~~
5 ~~prior to the scheduled PTRC meetings.~~
- 6 ~~1. Specialty affiliate evaluating committees (SPEC) will meet in person or by~~
7 ~~teleconference three (3) times a year, generally in February, May and September.~~
- 8 ~~B. SPEC reports to the PTRC on Continuing Approvals/site review will follow the~~
9 ~~schedule below wherever possible:~~
- 10 ~~1. February – April site reviews will be reviewed at the May SPEC and reported to~~
11 ~~PTRC for the July meeting.~~
- 12 ~~2. May – August site reviews will be reviewed at the September SPEC and reported~~
13 ~~to the PTRC for the November meeting.~~
- 14 ~~3. September – January site reviews will be reviewed at the February SPEC and~~
15 ~~reported to the PTRC for the April meeting.~~
- 16 ~~C. The SPEC will review the new program application and submit an approval or denial~~
17 ~~resolution to PTRC. If the new program is also part of a new institution the IIEC or~~
18 ~~IIEC Chair will review the new institution worksheet and also provide an approval or~~
19 ~~denial resolution on the new institution simultaneously with the SPEC program~~
20 ~~resolution. SPEC reports to the PTRC on New Program Approvals will follow the~~
21 ~~schedule below wherever possible:~~
- 22 ~~1. When pre approval site reviews are NOT conducted all applications received at~~
23 ~~the AOA 40 days prior to the published SPEC meeting date must be reviewed by~~
24 ~~the SPEC and sent forward to the PTRC for its approval or disapproval at its next~~
25 ~~meeting.~~
- 26 ~~2. When pre approval site reviews are required The SPEC will have 40 days from~~
27 ~~the date of receipt of the application to decide whether the application merits a~~
28 ~~pre approval site review. If not, notification will be made to the AOA then the~~
29 ~~program and OPTI.~~
- 30 ~~3. If the application merits site review, then the site review date will be set within~~
31 ~~the next 60 days. After the site review, the SPEC must review the application and~~
32 ~~site review report for decision at their next required SPEC meeting.~~
- 33 ~~4. The application deadlines for new programs are as follows (Noted times are~~
34 ~~minimums; SPECs may act prior to those deadlines):~~
- 35 ~~No pre approval site review:~~
- 36 ~~• PTRC April, SPEC mid February – application deadline mid January~~
37 ~~• PTRC July, SPEC mid June – application deadline mid May~~
38 ~~• PTRC November, SPEC mid September – application deadline mid August~~
- 39 ~~Pre approval site review:~~

- ~~1 • PTRC April, SPEC mid February application deadline mid November~~
- ~~2 • PTRC July, SPEC mid June application deadline mid march~~
- ~~3 • PTRC November, SPEC mid September application deadline mid June.~~

~~4 E. Specialty colleges shall submit official resolutions to the AOA Division of~~
~~5 Postdoctoral Training following the directives of the Guidelines for Submitting~~
~~6 Resolutions for the Program and Trainee Review Council (PTRC) and the Council on~~
~~7 Postdoctoral Training (COPT)~~

~~8 1. When the specialty college does not follow guidelines or use the template forms~~
~~9 provided, the PTRC secretary may return those resolutions to the specialty college~~
~~10 for correction or for submission to the next regularly scheduled meeting of the~~
~~11 PTRC.~~

~~12 2. Guidelines will be updated no more than annually prior to the fall meeting of the~~
~~13 PTRC, and will be published to osteopathic.org and transmitted to the spec~~
~~14 electronically.~~

~~15 Electronic submissions are required. E-mail resolutions will require prior~~
~~16 approval.~~

~~17 F. All agenda items received after the published submission deadline that time shall~~
~~18 be reviewed by the PTRC as appropriate at their next scheduled meeting. Only~~
~~19 the Chairman and/or Secretary may authorize exceptions to the above.~~

20 GA. Distribution of Agendas

21 1. The Secretary will send an advanced copy of the agenda to members (voting and
22 non-voting) for review approximately two weeks prior to the PTRC meeting date.
23 This advanced agenda shall contain minutes of previous committee meetings,
24 reports, policy items and issues requiring advanced review, as determined by the
25 Chair.

26 2. Copies of the PTRC agenda distributed to the specialty affiliates and guests will
27 be appropriately abridged for purposes of confidentiality and will be distributed
28 electronically.

29 3. If a specialty affiliate has business before the PTRC a representative of the
30 specialty affiliate should be present or available by phone.

31 **VI. RECONSIDERATION AND APPEAL OF DECISIONS**

32 As PTRC actions are final, programs or individual trainees may request that PTRC reconsider
33 such action under the following circumstances and without filing a formal appeal. The chair will
34 be notified of all requests for reconsideration upon receipt at AOA. A request for
35 reconsideration will not result in a stay of the PTRC action.

36 A. A request for reconsideration must be based only on Errors in Fact. Questions
37 regarding fairness of application of standards or policy require an application to the
38 BOE Appeals Committee (see 2 below)

- 1 B. If an individual trainee believes that an action taken is due to inaccurate
2 information (Errors in Fact) and said physician wishes to have the action reconsidered, a
3 written request must be filed with the AOA Division Of Postdoctoral Training
4 describing the basis for reconsideration and documenting the changes or discrepancies
5 between reported deficiencies and fact. This request must be received within forty (40)
6 days of the date of the letter of notification.
- 7 C. Programs have the opportunity to provide error in fact documentation before
8 specialty college evaluating committee review and before PTRC action. Programs
9 may not file for reconsiderations. Programs may appeal to the Bureau of
10 Osteopathic Education Appeal Committee.
- 11 D. If after Site Review a continuing program receives a recommendation of
12 approval with re-Site Review within one year, with or without the ability to
13 recruit, the program may request a reconsideration by the PTRC with
14 documentation to refute the reasons for the probationary action. This request
15 must be received within forty (40) days of the date of the letter of notification.
- 16 E. Upon receipt of the written request from an individual trainee, the Division of
17 Postdoctoral Training shall forward this documentation to the Executive
18 Committee of the PTRC for input. This input shall then be reported to the full
19 PTRC
- 20 F. Upon receipt of a written request for reconsideration on a program action staff will
21 forward a copy of the request to the specialty affiliate evaluating committee for review
22 with a report to the chair within thirty (30) days.
- 23 1. Upon receipt of the report the PTRC chair may call a meeting of the executive
24 committee or refer the reconsideration to the next regularly scheduled meeting of the
25 PTRC.
- 26 G. All actions on reconsiderations shall be reported to the full PTRC in the Secretary's
27 Report for the next regularly scheduled meeting.
- 28 H. Formal appeal of PTRC action
- 29 1. Any action of the PTRC may be appealed to the BOE Appeal Committee.
30 Notifications of PTRC actions from the AOA will include appeal procedures for all
31 denials and for all probationary actions.
- 32 2. A request for an appeal shall be made in writing within thirty (30) days of receipt of
33 the letter of notification and must state the basis for the appeal according to the
34 process outlined in the *Handbook of the Bureau of Osteopathic Education (BOE), Appendices*
35 *A and B.*
- 36 3. If an appeal is granted, the BOE Appeal Committee shall schedule a hearing at its
37 next meeting in accordance with its appeal protocol.

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VII. CONFLICT OF INTEREST POLICY

The following is an adaptation of a conflict of interest policy adopted by the AOA Board in October 1997 for the then Bureau of Professional Education.

This policy statement governs matters of conflicts of interest and appearances of impropriety as they may occur in the respective evaluations, deliberations, recommendations, and actions of the BOE and its subordinated Councils. These policies are applicable to members of the AOA Board, the BOE and its subordinated councils, and also to members of the administrative staff, appeals panels and evaluation teams, and to consultants.

It is intended that these policies establish a mechanism whereby all individuals make known situations of clear conflict and also those that may give rise to the appearance of impropriety. The goal is to make sure that discussions and actions are participated in only by those who have no conflict and, to the extent possible, that such discussions and actions avoid the appearance of conflicts.

It is stated that elected officers and trustees of the AOA cannot serve on the Bureau and Council. However, there is the further question of whether such individuals should be free to participate in discussions of matters such as accreditation. As an accreditation agency recognized by the U.S. Secretary of Education for both institutional and programmatic purposes, the AOA Bureau must exclude members of the AOA Board of Trustees from decision making in both of the areas of accreditation action and accreditation policy of colleges of osteopathic medicine.

The chair of the PTRC will be able to direct an AOA board member to exclude himself/herself from specific discussions in which a conflict may exist. If there is any question of undue influence arising from anything but purely disinterested motives, then discussion should simply be limited to members of the respective bodies.

Matters such as decisions on accreditation status of an AOA-Approved Postdoctoral Training Program and the particular findings leading to such status can have an enormous impact on institutions, so there should be no reluctance to employ executive session whenever a chair feels that discussion may involve sensitive matters. Executive sessions of the AOA, BOE, PTRC shall be limited to voting members of the PTRC, the AOA Executive Director, Secretary to the Bureau Council, and by invitation, to those participants deemed appropriate to the discussion.

Individuals asked to serve on the PTRC and its councils and other bodies will honestly examine their individual circumstances and determine whether they can render fair and unbiased service in general. Before the body sits down to serve, all of the members must have gone through this self-examination. This is also true for staff and team and panel members. Full disclosure of any doubtful situation to the other members of the body must be made. This is particularly true of situations where the individual may honestly feel that he or

1 she can be fair, but the situation gives rise to, or may give rise to, an appearance of
2 impropriety.

3 The decision to withdraw from discussions and/or not to vote should initially come from the
4 individual, but the final decision must come from the chair or the majority of the other
5 members. If the chair rules, such ruling should be subject to a call for a vote by other
6 members. The chair may feel that he or she should not substitute his or her judgment for that
7 of a majority and may want to call for a vote at the outset. It may be that one member may
8 bring to the attention of the body a possible conflict situation involving another member.
9 Needless to say, this can give rise to a certain amount of acrimony in some cases.
10 Consequently, each member should keep in mind that he or she should disclose his own
11 possible conflict, so as not to put that sort of burden on a fellow member. It may be that the
12 very presence of a member with a conflict would inhibit the discussions and actions of a
13 body, so it is not unwarranted to ask a member to absent himself or herself from the
14 deliberations in some circumstances. In some cases it may not be clear as to what particular
15 body should be informed and make rulings. In case of doubt, matters should be brought to
16 the Bureau.

17 It is often difficult to define matters involving conflicts. Clearly, a financial interest creates a
18 conflict. However, some financial interests are indirect and it is here that a member must
19 search his or her conscience, because such interest may not appear to the others. Anyone
20 serving on a board or committee brings to the body the sum total of his or her experience and
21 personal opinions. The key question is whether a particular opinion or belief can stand in the
22 way of rendering a fair and unbiased discussion or decision based on the facts and the rules.
23 This may be a highly subjective determination and it underscores that individuals should be
24 required to make disclosure to the other members whenever there is a question.

25 In the accreditation area, examples of situations, which may or may not create conflicts are:

- 26 1. Being an alumnus or alumna of an OPTI under consideration;
- 27 2. Being an employee or board member of the OPTI (this would most likely create a
28 conflict)
- 29 3. Being involved with a competitor of the OPTI (competition is often difficult to
30 ascertain -- there is a question of direct or remote competition);
- 31 4. Having a family or business relationship with others affiliated with the OPTI
32 under consideration.

33 This is not an inclusive list, but is intended to give some guidance.

34 It should be kept in mind that the integrity of the respective body is always at risk, so that
35 each member should be constantly aware of creating an appearance of improper conduct
36 even where there may not be such in fact. Connections with affected individuals and
37 institutions cannot always be avoided. Such connections often bring a measure of experience

1 and expertise to the process. However, when such connections exist, it is prudent to err on
2 the side of greater caution and make full disclosure.

3

1 Appendix 4:

2 ~~Off-Cycle Site Review Procedure for Osteopathic Internship and Residency Programs~~

3

4 ~~Postdoctoral training programs are inspected in cycles driven by PTRC granted approval as~~
5 ~~described in the AOA Basic Document (Sec. VIII, C). The PTRC has the authority to call for~~
6 ~~inspections outside of this cycle when it is necessary to preserve the quality of training for an~~
7 ~~individual program or training institution, and may also consider requests for off-cycle site visits~~
8 ~~by a specialty college, OPTI or other stakeholder in the training of osteopathic physicians.~~

9 ~~Requests for an off-cycle site review shall be submitted to the chair of the PTRC with~~
10 ~~supporting documentation from any of the following sources:~~

- 11 ~~• DME, Program Director and or the attending of the program for which a site review is~~
12 ~~requested;~~
- 13 ~~• Administrator of the OPTI partner of the training program institution;~~
- 14 ~~• Administrator, faculty or other staff in a leadership position employed by an OPTI partner~~
15 ~~College of Osteopathic Medicine;~~
- 16 ~~• Specialty College of the specialty associated with the program to be reviewed;~~
- 17 ~~• Two or more trainees at the program to be reviewed.~~

18 ~~Care shall be taken that requests for off-cycle site reviews will be based on verifiable data, and~~
19 ~~will not be based on unsupported narrative or verbal reports. The Chair will notify the OPTI~~
20 ~~and/or Specialty College at appropriate points in process, and when any intervention is required.~~
21 ~~AOA staff will maintain a file for documentation and will support the PTRC or OPTI in~~
22 ~~implementation of investigation of complaints or corrective actions.~~

23 ~~If after document review the Chair of the PTRC determines that documentation shows~~
24 ~~sufficient evidence that deficiencies exist that threaten the completion of the training program in~~
25 ~~compliance with the Basic Document or Basic Standards, the Chair may take any of the~~
26 ~~following actions. The intent of the action will be to investigate and assist the program in~~
27 ~~resolving an existing problem as needed, while also reserving the authority to call an Site Review~~
28 ~~where required. The Chair may:~~

- 29 ~~• Request an investigation by the OPTI with a written report to the chair of the PTRC~~
30 ~~within thirty (30) days;~~
- 31 ~~• Request additional information from the program, the Specialty College, the OPTI, or~~
32 ~~other appropriate bodies;~~
- 33 ~~• Notify the program director or DME that documentation has been presented that the~~
34 ~~program is in violation of the AOA Basic Document and/or Basic Standards of the~~
35 ~~specialty and request an interim report within ten (10) days and a final report within~~

1 ~~thirty (30) days;~~

2 ~~• Refer the request for an off-cycle site review to the Executive Committee or full~~
3 ~~membership of the PTRC for consideration and consultation within 10 days.~~

4 ~~In the event that the above actions do not answer the concerns addressed to the PTRC, or that~~
5 ~~documentation clearly supports the need for an on-site inspection, the PTRC will notify the~~
6 ~~program by certified mail that an off-cycle site review is called for cause and is to take place~~
7 ~~within sixty (60) days, or sooner for egregious cause. Authorization of any off-cycle Site Review~~
8 ~~will also require immediate notification to the Specialty College and the OPTI, with a report to~~
9 ~~the COPT and COPII no later than their next scheduled meeting.~~