

**2019-2020
GRADUATE MEDICAL EDUCATION AGREEMENT**

Department:

Program:

This Graduate Medical Education Agreement (the "Agreement") is between Nemours Children's Hospital of The Nemours Foundation, a Florida not-for-profit corporation ("NCH"), and _____ ("Resident" or "Fellow").

NCH wishes to appoint the Resident/Fellow as a **PGY** _____ in the _____ Training Program ("Program") and the Resident/Fellow wishes to accept such appointment. Unless earlier terminated in accordance with this Agreement, the term of the Resident/Fellow appointment (the "Appointment Period") commences on, _____, 20____, ("Commencement Date") and terminates on _____, 20____ ("Termination Date").

Therefore the parties hereto agree as follows:

I. NCH RESPONSIBILITIES

NCH shall:

1. Compensate Resident/Fellow. The annual stipend shall be **[spell out number]** Dollars (\$ _____), paid bi-weekly. The stipend is subject to all deductions required by applicable federal or state law and such deductions as authorized by Resident in accordance with NCH standard practices.
2. Benefits and Resident/Fellow Services. In addition to the specified stipend, NCH agrees to provide to Resident/Fellow, for the term of this Agreement, benefits in accordance with NCH policies and procedures applicable to residents/fellows. Detailed information regarding NCH's policies on Hospital and Health Insurance for Resident/Fellow and Resident's/Fellow's eligible dependents, Life Insurance, Short & Long Long-Term Disability, Paid Leave and other Leaves of Absence (e.g., vacation, parental, sick, and other leave(s)), FMLA, Accommodations for Disabilities, Counseling, Medical and Behavioral Health Support Services, Physician Impairment, and library privileges can be found in the GME Handbook or through NCH's Office for Graduate Medical Education. This list is not intended to be exclusive of other benefits which may be in existence, and NCH, at its sole discretion, reserves the right to amend or alter such policies or substitute benefits applicable to residents/fellows from time to time during the Appointment Period.
3. Provide Professional Liability Coverage. NCH shall provide Resident/Fellow with professional liability insurance coverage while Resident/Fellow is acting within the scope of his/her assigned Program activities, of no less than Two Hundred, Fifty Thousand Dollars (\$250,000) per occurrence and Seven Hundred, Fifty Thousand Dollars in the annual aggregate (\$750,000). Coverage shall be on an occurrence basis, or if coverage is provided through a claims-made policy, NCH shall provide Resident/Fellow with "tail" coverage. Coverage shall provide legal defense and protection against awards from claims reported or filed after the completion of the Program if the alleged acts or omissions of Resident/Fellow are within the scope of the Program. NCH may provide such coverage through a program of self-insurance. Resident/Fellow agrees to cooperate fully in any investigations, discovery, and defense that arise.
4. Perform Pre Commencement Screening. Prior to the Commencement Date specified in this Agreement, NCH will perform a background check of Resident/Fellow and a check of the excluded provider database, pursuant to the policies of NCH, and will require proof of all required vaccinations and immunizations. NCH will provide Residents/Fellows with required health screening(s). Resident/Fellow's failure to pass any of the above-described checks or failure to provide

proof of required immunizations, vaccinations, or required health screening may result in termination of this Agreement.

5. Clinical and Educational Work Hours (Duty Hours). NCH will maintain substantial compliance with institutional and program level ACGME clinical and educational work hour requirements. (See "Duty Hours, Moonlighting, and Work Environment" Policy).
6. Supervision. NCH will provide Residents/Fellow with appropriate and adequate supervision for educational and clinical activities in accordance with ACGME requirements.
7. Evaluation. NCH will evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of Resident/Fellow in accordance with ACGME requirements.

II. RESIDENT/FELLOW RESPONSIBILITIES

Resident/Fellow shall:

1. Credentialing and Pre-Commencement Documentation. As a condition precedent to appointment, Resident/Fellow must provide all required credentialing and pre-commencement documentation to NCH prior to the Commencement Date. This Agreement may be declared a nullity by NCH and shall not become effective if Resident/Fellow fails to provide NCH with all credentialing and pre-commencement documentation required for certification of eligibility.
2. Licensure and Visa Status. Resident/Fellow must apply for, obtain and continuously maintain a current and valid Florida medical training license or a Florida unrestricted medical license. Any Resident/Fellow who does not possess a current and valid Florida license will not be permitted to participate in any patient care activities or any activities associated with the delivery of patient care. Resident understands and acknowledges that failure to obtain and maintain current medical licensure may result in suspension without pay until the license is current or may result in termination of this Agreement.

If Resident/Fellow is not a United States citizen, Resident/Fellow must obtain and show proof of visa status consistent with undertaking and fulfilling the obligations of this Agreement. Further, Resident/Fellow authorizes NCH to solicit and/or obtain verification of such status from third parties. Failure to possess such proof by the Commencement Date of this Agreement may delay the start date without pay in the interim and may serve to terminate this Agreement without the provision of due process. The provisions of this paragraph shall survive the expiration, termination or nonrenewal of this agreement. Resident/Fellow must have a valid United States social security number prior to Commencement date of this Agreement.

3. Participate in Pre Commencement Screening & Training Verification. All Residents/Fellows must provide, prior to commencement of this Agreement, all documentation to verify previous educational training, including the final evaluation letters and milestone evaluations from all previous training programs. Resident/Fellow must pass a required background check; pass a drug/controlled substances test; complete a conflict of interest check; provide proof of all required vaccinations and immunizations; and provide acceptable proof that Resident/Fellow is eligible to be legally employed in the United States in accordance with the 1986 Immigration Act. Resident/Fellow further authorizes NCH to perform a background check and a check of the excluded provider database consistent with its internal policies. Resident/Fellow must also undergo all required health screening(s) or provide proof of such health screening(s) on or prior to the Commencement Date specified in this Agreement.
4. Provide Timely Notifications. Resident/Fellow must notify the Program Director and the Office of Graduate

Medical Education in writing immediately if the Resident/Fellow's medical license is under investigation or has been revoked, suspended or otherwise restricted or if an application for a temporary or permanent license is denied. Resident/Fellow must notify the Program Director, the Office of Graduate Medical Education, and the Compliance Director in writing immediately if the Resident/Fellow is or becomes ineligible to participate in, or is suspended or excluded from, the Medicare, Medicaid or other governmental payment program. Any such revocation, suspension, restriction, denial, ineligibility or exclusion shall serve automatically to terminate this Agreement. The Resident/Fellow must immediately notify NCH of any professional liability or other claim made or threatened against him/her related to the provision of services as part of clinical training, as well as an incident required to be reported pursuant to NCH's or affiliated hospital's reporting policies.

5. Abide by Applicable Policies. Resident/Fellow must read, become familiar with and continuously comply with all applicable policies, procedures, and standards of behavior, of NCH and the respective Program; the guidelines established by applicable regulatory or accrediting agencies, including, without limitation, the ACGME requirements for duty hour standards; and all applicable laws and regulations, including, without limitation, HIPAA and OSHA standards for the prevention of transmission of blood borne pathogens. Likewise, the Resident/Fellow shall obey and adhere to the corresponding policies of all the facilities to which he or she rotates (collectively "participating institutions"). Resident/Fellow also agrees to obey and adhere to any other relevant rules or regulations imposed by accrediting, certifying, or licensing organizations. Resident/Fellow must complete all training required by NCH or institutional GME Committee. Failure to complete such training may result in disciplinary action.

6. Clinical and Educational Work Hours (Duty Hours) and Moonlighting. Resident/Fellow shall perform his/her duties under this Agreement during such hours as the Program Director may direct and agrees to maintain substantial compliance with ACGME clinical and educational work hour requirements. Resident/Fellow shall adhere to the NCH "Duty Hours, Moonlighting, and Work Environment" Policy.

7. Complete Medical Records. Resident/Fellow must complete medical records as set forth in applicable institutional policies and Medical Staff Rules and Regulations of the institution where the resident is working. Failure to complete medical records in a timely fashion in accordance with those policies may result in disciplinary action. Disciplinary action taken for failure to complete medical records in a timely fashion is not subject to review under the Grievance Procedure described in this Agreement. Nemours is the record owner of all Medical Records generated by Resident/Fellow.

8. Clinical Services. Provide clinical services: (i) commensurate with his/her level of advancement and responsibilities; (ii) under appropriate supervision; (iii) at sites specifically approved by the Program; and (iv) under circumstances and at locations covered by NCH's professional liability insurance maintained for Resident/Fellow in accordance with this Agreement.

9. Release of Information. Resident agrees that NCH may obtain from and provide to all proper parties any and all information that may be required or authorized by law or by any accreditation body. Resident/Fellow further covenants not to sue either NCH, its officers, directors, or other personnel for doing so. This covenant shall survive termination or expiration of this Agreement.

Failure to comply with any of the provisions of this Section II governing "Resident/Fellow Responsibilities" may constitute grounds for disciplinary action (see Section V).

III. PROHIBITION ON DISCRIMINATION AND HARASSMENT

It is the policy of NCH to maintain a work environment free from discrimination, harassment, or intimidation on account of sex, age, ethnicity, race, or disability. NCH has established procedures for investigating and responding to claims of

discrimination and harassment. If Resident/Fellow believes he/she has been subjected to discrimination or harassment Resident/Fellow should report the alleged act immediately. If an investigation discloses that Resident/Fellow has discriminated against or harassed any other employee, patient/family, or student of the hospitals or an affiliated hospital, Resident/Fellow shall be subject to appropriate disciplinary action up to and including termination from the Program.

IV. PROMOTION/APPOINTMENT RENEWAL, CORRECTIVE/DISCIPLINARY ACTION, AND TERMINATION

1. Board Eligibility. Resident/Fellow acknowledges that the Program is a ____-year obligation, and after the successful completion of the Program, the Resident/Fellow will be eligible for board certification by the American Board for _____. See [insert web address] for more information about Board examinations and eligibility requirements for new candidates. Resident/Fellow expressly acknowledges that additional training after a leave of absence may be necessary to successfully complete Program Requirements and/or meet eligibility requirements for Board certification. Failure to complete such additional training may impact Resident/Fellow's ability to satisfy Program requirements and board eligibility.
2. Reappointment and Promotion. Reappointment and promotion are at the discretion of NCH and are contingent upon factors, including, but not limited to, satisfactory performance; compliance with the terms of this Agreement; and continuation by ACGME of institutional and program accreditation. NCH will use its best efforts to notify Resident/Fellow as soon as practicable prior to the expiration of the current term of the Agreement regarding renewal or non-renewal of this Agreement and, if renewed, the term of such renewal. Resident/Fellow understands and acknowledges that nothing herein shall be construed to confer upon Resident/Fellow an automatic right to promotion or renewal of this Agreement for a subsequent residency/fellowship year or part thereof.
4. Program Closure or Reduction. In the event of a closure or reduction in size of a training program, the NCH's "Residency Training Program Closure/Reduction Policy" will be followed. (See Attachment ____).
5. Corrective/Disciplinary Action. During the term of this Agreement, Resident's/Fellow's appointment is expressly conditioned upon satisfactory performance of all Program elements by Resident/Fellow. If the actions, conduct, or performance of Resident/Fellow are deemed by the Program Director to be inconsistent with the terms of this Agreement, NCH's or participating institutions' standards of patient care, patient welfare, or the objectives of NCH, or if such actions, conduct, or performance reflects adversely on the Program or NCH or the participating institutions, or disrupts operations at the Program or NCH or the participating institutions, corrective action, including, but not limited to, suspension and termination, may be taken by the Program Director in accordance with the "Disciplinary Actions" Policy.
6. Termination of Agreement. This Agreement may be terminated at any time by the mutual written agreement of both parties. In addition to the provisions of Articles I, II, III, and IV, NCH shall have the right to immediately terminate this Agreement upon the occurrence of any of the following: Resident/Fellow's license to practice medicine is terminated or suspended; Resident/Fellow is, or becomes, ineligible to participate in the Medicare, Medicaid or other governmental payment programs; in the case of a Resident/Fellow who is not a U.S. Citizen, suspension or loss of a visa status consistent with the provision of services pursuant to this Agreement; non-renewal of appointment or non-promotion. Upon termination of this Agreement, the obligations of NCH under this Agreement shall cease. If Resident/Fellow's appointment is terminated, the Program Director shall determine the extent of credit earned by Resident/Fellow. The Program Director shall document a final performance evaluation to indicate credit earned during the course of training.

V. GRIEVANCE AND DUE PROCESS

Resident/Fellow agrees to comply with NCH's "General Grievances Policy" for submitting and processing Resident/Fellow

unresolved grievances. Resident shall be only be entitled to appeal rights and procedures accorded to residents/fellows as set forth in the "Appeal of Disciplinary Action Policy" to address actions taken during the appointment period, including suspension, non-renewal, non-promotion, or termination. Resident/Fellow acknowledges that under no circumstances shall he/she be entitled to the hearing appellate rights granted to physician members of the Medical Staff as described in NCH's Medical Staff Bylaws. Neither the conflict resolution nor corrective action procedures set forth in the Medical Staff Bylaws, nor any human resources policies of NCH or affiliated hospitals pertaining to grievances, appeals, performance management, corrective action, or termination, shall apply to Resident/Fellow.

VI. MISCELLANEOUS

1. Governing Law. This Agreement shall be construed in accordance with Florida law, and the forum for any disputes arising hereunder shall be the circuit courts of Orange County, Florida.

2. Entire Agreement. This Agreement, and attachments and amendments thereto, contains the entire agreement and understanding between the parties and supersedes any prior agreement(s) relating to the subject matter hereof, and may be modified only by a written instrument duly authorized and executed by both parties or as provided herein.

3. Notices. Any notices related to this Agreement shall be deemed proper if given in writing and hand delivered, sent via a reliable express or overnight delivery carrier, such as Federal Express, or mailed, registered or certified mail return receipt requested, with all postage or other charges prepaid and addressed as follows:

If to NCH:

If to Resident/Fellow:

4. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

5. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.

6. OBRA. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), Resident/Fellow agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services of the United States or of the United States Comptroller General or any of their authorized agents, all books, documents and records necessary to certify the nature and extent of the cost of the services rendered pursuant to this Agreement as required by federal statute or duly promulgated regulations.

**THE NEMOURS FOUNDATION
D/B/A NEMOURS CHILDREN'S HOSPITAL**

[RESIDENT/FELLOW]

By: _____
Its: _____
Date: _____

Date: _____