

## GRADUATE MEDICAL EDUCATION RESIDENT AGREEMENT

This Graduate Medical Education Resident Agreement (“Resident Agreement”) is made and executed by and between The Florida State University Board of Trustees for and on behalf of the Florida State University, College of Medicine (“FSUCOM”), [NAME OF HOSPITAL ], and [NAME, CREDENTIAL] (“Resident”).

### RECITALS

WHEREAS, FSUCOM is the institutional sponsor for one or more Graduate Medical Education (“GME”) residency or fellowship training programs (“Program”) in partnership with [NAME OF HOSPITAL] (“Hospital”) or a Consortium of which Hospital is a member, recognized and accredited by the Accreditation Council for Graduate Medical Education (“ACGME”) and overseen by FSUCOM’s Designated Institutional Official (“DIO”), Graduate Medical Education Committee (“GMEC”), and Program Director (“Program Director”), and

WHEREAS, the Resident is employed by the Hospital, which provides all financial support and benefits to the Resident as outlined in Exhibit A, and

WHEREAS, the Parties hereto desire that Resident be appointed as a resident [or fellow] to receive training in connection with its Program designated in Section 1 below.

NOW THEREFORE, in consideration of the premises, which are incorporated and made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Resident Appointment.

Resident is hereby appointed to participate in the [SPECIALITY] Program as post graduate year (PGYX) for the period beginning MM/DD/YYYY (“Start Date”) and ending on MM/DD/YYYY (“End Date”), which period shall be referred to as the “Training Period,” in accordance with the terms and conditions set forth herein. This is a multi – year agreement that covers the entire training period.

2. Resident Responsibilities.

Resident will comply with the requirements of FSUCOM, Hospital, and of the Program, including, but not limited to:

- a. Educational and Professional Duties. Resident will fulfill all educational and professional duties, obligations, and assignments in accordance with the ACGME Requirements for Graduate Medical Education.
- b. Manuals, Policies and Regulations. Resident will read, understand, and abide by all policies, manuals, rules, and regulations of FSUCOM GME, Hospital, and of the Program, as now exist and as they may be amended from time to time.
- c. Pre-Employment Requirements. Resident understands and acknowledges that this Resident Agreement and Program participation is contingent upon meeting pre-employment requirements established by state and federal laws, and requirements established by FSUCOM and the Hospital prior to the Start Date, including but not limited to all the below, and which are deemed to be ongoing obligations during the Training Period. Failure to continue to adhere to all these obligations throughout the appointment will be cause for immediate termination of the Resident Agreement by FSUCOM and the Hospital:
  - i. Documentation of eligibility for employment, including work and training visa status, if applicable.
  - ii. Documentation of Resident’s receipt of all immunizations or signed declinations required under FSUCOM and/or Hospital policy.
  - iii. Passing laboratory screening test for abuse of controlled substances.
  - iv. Passing criminal background check.
  - v. Documentation of occupational health screening.
  - vi. Obtaining and maintaining a valid, unrestricted medical license for medical trainees of a similar training level as required by the State of Florida.
  - vii. Proof of graduation by delivery of diploma from an accredited allopathic or osteopathic

medical school to Program, in accordance with the eligibility requirements set out in the GME Resident Manual, which is hereby incorporated herein and made a part hereof by reference.

viii Provide a current and valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) prior to appointment, if applicable

d. Failure or Delay for Pre-Employment Requirements. Resident acknowledges and agrees that if pre-employment requirements are not met prior to the Start Date, this Resident Agreement may be (i) delayed without pay to Resident in the interim, or (ii) immediately terminated by FSUCOM.

e. Licensure. Resident will obtain and maintain a current license to practice medicine, either an educational limited training license or a full medical license, from the State of Florida. Resident will provide documentation of licensure to the FSUCOM GME Office and Hospital prior to the Start Date, as a condition of Resident initiating any training in the Program. Resident will immediately notify the FSUCOM GME Office and Hospital if any license, permit or certification is restricted, revoked, suspended, or not renewed. Resident understands and acknowledges that failure to maintain current medical licensure will result in suspension without pay until the license is renewed or termination of this Resident Agreement, at the discretion of the Program Director.

f. Drug Enforcement Administration (DEA). If Resident holds a medical license and is authorized by the state Florida to prescribe, then Resident is required to also maintain an unrestricted DEA registration.

g. National Provider Identifier (NPI). Before the Start Date, Resident shall obtain an NPI. Resident shall continuously maintain an NPI at all times while participating in the Program.

h. USMLE Step 3 and COMLEX Level 3 Testing. Resident acknowledges that FSUCOM and Hospital Policy requires Resident to pass the United States Medical Licensing Examination (USMLE) Step 3 or the Comprehensive Osteopathic Medical Licensing Examination (COMLEX) Level 3 by the end of Resident's PGY-1. The maximum number of retakes for USMLE Step 3 or COMLEX-USA Level 3 shall be aligned with USMLE and COMLEX requirements. Residents failing the maximum number of retakes of either examination are no longer eligible to complete the examination and are therefore not eligible to obtain a medical license in the United States. Residents who fail the USMLE Step 3 or COMLEX-USA Level 3 after the maximum number of retakes will be terminated from the Program in accordance with the terms of the Resident Agreement.

i. Warranty that Resident is not Excluded from Federal Healthcare Programs. Resident represents and warrants to FSUCOM and Hospital that he/she (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "federal healthcare programs"), (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services, and (iii) is not, to the best of his/her knowledge, under investigation or otherwise aware of any circumstances which may result in Resident being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Resident Agreement and Resident shall immediately notify FSUCOM and Hospital of any change in the status of the representations and warranty set forth in this section. Notwithstanding any provision of this Resident Agreement to the contrary, any breach of this section shall give FSUCOM the right to terminate this Resident Agreement immediately.

j. Confidentiality and HIPAA. Resident shall keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital or as required by law. Resident shall not disclose the terms of this Resident Agreement to any person who is not a party to this Resident Agreement, except to Resident's legal advisors, as required by law, or as otherwise authorized by the Program. Unauthorized disclosure of confidential information or of the terms of this Resident Agreement shall be a material breach of this Resident Agreement. Resident acknowledges that many healthcare providers are "covered entities" as that term is defined at 45 C.F.R. 160.103. Resident agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C.A. 1320d et seq. ("HIPAA") and any current and future regulations promulgated under the HITECH Act or HIPAA. Resident agrees not to use or further disclose any "Protected Health Information," including "Electronic Health Information," other than as permitted by applicable laws and the terms of this Resident Agreement.

k. Extramural Professional Activities or “Moonlighting.” Resident understands and acknowledges that Moonlighting is prohibited unless specifically approved in advance in writing by the Hospital, the Program Director, and DIO in accordance with FSUCOM, Hospital and Program policy and procedures as set forth in the GME Resident Manual. Resident agrees, understands, and acknowledges that Moonlighting activities are not covered by FSUCOM’s professional liability insurance program. PGY-1 Residents and any Resident on a J-1 visa are prohibited to moonlight.

l. Grievance and Due Process. Resident will comply with Grievance and Due Process policies and procedures provided in the GME Resident Manual to address Resident disputes or disagreements, including proposed written warnings, suspension, non- renewal, non-promotion, or dismissal.

m. Clinical Matters. Resident shall comply with Hospital’s policies and procedures applicable to Resident, including an expectation that Resident will make appropriate conflict of interest disclosures when publishing in medical journals and presenting at medical conferences. Notwithstanding the foregoing, nothing in this Resident Agreement is intended to dictate how Resident practices medicine or infringe upon Resident’s professional judgment.

3. FSUCOM Responsibilities.

a. Education Program. FSUCOM shall provide and maintain a [SPECIALITY] graduate medical education program accredited by the ACGME.

b. Professional Liability Insurance. While engaged in activities described in this Resident Agreement, Resident shall function in the capacity of an agent of FSUCOM and shall be subject to the personal immunity to tort claims as described in Section 768.28, Florida Statutes. Accordingly, FSUCOM shall, in accordance with applicable Florida laws and regulations, provide professional liability protection for claims and actions arising from the clinical activities of Resident. The Board of Governors of the State of Florida (BOG), pursuant to the authority of section 1004.24, Florida Statutes, and BOG regulation 10.001, has created and administers the Florida State University Self-Insurance Program (“FSUSIP”). The FSUSIP provides professional and patient general liability protection for FSUCOM and for the health care faculty, residents, students, and other professional employees and agents of the FSUCOM, while rendering Professional Health Care Services. To the extent the State of Florida has partially waived its immunity to tort claims as described in section 768.28, Florida Statutes, Residents are provided occurrence-based coverage with the following coverage limits: \$200,000 Per Claim / \$300,000 Per Occurrence/ No Aggregate/ \$1,000,000 Legislative Claims Bill (inclusive of above).

c. Grievances and Due Process. FSUCOM will comply with Grievance and Due Process policies and procedures provided in the GME Resident Manual to address Resident disputes or disagreements, including proposed written warnings, suspension, non- renewal, non-promotion, or dismissal.

d. Hospital, Program and Resident Support. FSUCOM will provide the necessary administrative, educational, and operational support to the Hospital and Resident in compliance with current ACGME requirements, including as set forth in the attached Exhibit A, which is incorporated herein and made a part hereof by reference.

4. Compliance with Laws, Regulations, Accreditation and Program Policies.

a. Resident will receive access to the GME Resident Manual, as well as the Hospital’s specialty-specific Program Manual. Resident shall abide by Hospital’s Medical Staff Bylaws/Rules & Regulations, applicable Hospital policies and procedures, applicable Program policies and procedures, including the GME Resident Manual and Program Manual, and applicable Federal and State laws. Resident acknowledges that Hospital has certain obligations in connection with applicable laws, regulations and accreditation standards, including but not limited to obligations to: i) the State of Florida; ii) the Occupational Safety and Health Administration, iii) the Office of Inspector General; iv) Medicare and Medicaid; v) The Joint Commission; vi) the ACGME; and vii) all applicable labor and civil rights laws. Resident further acknowledges that Hospital from time to time may adopt policies, procedures and/or documentation requirements in connection with the implementation of such laws, regulations, and accreditation standards. Resident agrees to cooperate fully with Hospital in its compliance with all applicable laws, regulations, and accreditation standards, as may be enacted or amended from time to time, and with all implementing policies, procedures and/or documentation now in existence, or

as may be adopted or amended by FSUCOM and Hospital from time to time. Resident shall conduct himself or herself in a professional manner consistent with FSUCOM's and Hospital's standards. Resident acknowledges that it is the express policy of Hospital to prohibit discrimination on the basis of race, color, sex, age, sexual orientation, veteran status, religion or national origin.

b. Each party hereto will comply with applicable policies and procedures of the National Resident Matching Program (NRMP), or other applicable matching programs, including any waiver requirements relating to termination of this Resident Agreement or release of Resident to seek employment elsewhere. Any alleged breach or determined violation of the NRMP's or other applicable program's match results or failure to extend or accept an appointment may result in serious consequences taken by the NRMP or other applicable program.

5. Term and Termination.

a. Term. If not earlier terminated as otherwise provided in this Resident Agreement, this Resident Agreement shall terminate as of the End Date. Any termination of this Resident Agreement shall terminate Resident's appointment to the Program.

b. Termination for Cause. The Designated Institutional Official ("DIO") may terminate this Resident Agreement immediately for any of the following reasons with respect to Resident:

- i. Professional incompetence, as determined by the DIO in consultation with the Program Director or by the Program's Clinical Competency Committee;
- ii. Breach of the terms of this Resident Agreement;
- iii. Neglect of duty or violation of Hospital or Program rules, regulations, policies or procedures, including but not limited to those relating to use of drugs and alcohol;
- iv. Initiation of proceedings against Resident relating to Medicare or Medicaid fraud and abuse;
- v. Becoming uninsurable by Hospital's selected insurance provider for any reason;
- vi. Conviction of a felony or other serious crime.
- vii. Conduct that FSUCOM and Hospital reasonably determines to be prejudicial to the best interest of Hospital or the Program;
- viii. Unapproved absence from the Program;
- ix. Action or inaction reasonably determined by FSUCOM and Hospital that that reflects poorly on FSUCOM and Hospital or that is contrary to the interests of patient care, the Program, FSUCOM or Hospital;
- x. Failure to progress satisfactorily in the Program's educational and clinical program;
- xi. Death or total disability as defined in FSUCOM's and Hospital's employment policies and procedures, or inability to perform duties required hereunder for a designated period of time in accordance with FSUCOM's and Hospital's policies and procedures;
- xii. Determination by FSUCOM and Hospital of Resident's failure to comply with any specific obligations or intent of this Resident Agreement;
- xiii. Breach of Section 3.i. of this Resident Agreement; or
- xiv. Any change in law or economics which materially reduces or eliminates government support on which FSUCOM, and Hospital relies in order to operate the Programs.

c. Termination of Resident Agreement by Resident. Resident may terminate this Resident Agreement for any reason upon at least ninety (90) days prior written notice to FSUCOM and Hospital, providing that such termination complies with the NRMP's or other applicable program's requirements.

d. Program Closure or Reduction. In the event the Program is closed or reduced, FSUCOM will use its reasonable efforts to allow Resident to complete the Program at Hospital. If continuation of the Program is untenable by FSUCOM and Hospital, FSUCOM will utilize reasonable efforts to transfer Resident to another program. If FSUCOM and Hospital loses its accreditation during the term of this Resident Agreement, on the effective date of loss of such accreditation, Resident shall be released from this Resident Agreement and FSUCOM and Hospital and its personnel will provide references in connection with Resident's application to enter an appropriate program elsewhere. The terms of this Resident Agreement shall terminate on the date of closure or reduction that removes the position of Resident.

e. Change in Law. This Resident Agreement is intended to comply with all applicable laws, rules, and



IN WITNESS WHEREOF, the parties have executed this Resident Agreement effective on the date last written below.

Resident

Florida State University College of Medicine

by:

\_\_\_\_\_  
[printed name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
William C. Boyer, DHSc, MS, CHSE  
*Associate Dean/DIO*

\_\_\_\_\_  
Date

ACKNOWLEDGED by HOSPITAL:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

SAMPLE