

GRADUATE MEDICAL EDUCATION RESIDENT/FELLOW AGREEMENT

This Graduate Medical Education Resident/Fellow Agreement (“Resident/Fellow 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] (“Hospital”), and [NAME, CREDENTIAL] (“Resident/Fellow”) (individually referred to as a “Party” and collectively referred to as “Parties”).

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 Parties hereto desire that Resident/Fellow be appointed as a Resident/Fellow/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/Fellow/Fellow Appointment.

Resident/Fellow is hereby appointed to participate in the [SPECIALTY] 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/Fellow Responsibilities.

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

a. Educational and Professional Duties. Resident/Fellow 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/Fellow 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/Fellow understands and acknowledges that this Resident/Fellow 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, which may include 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/Fellow Agreement by FSUCOM and the Hospital:

- i. Documentation of eligibility for employment, including work and training visa status, if applicable.
- ii. Documentation of Resident/Fellow’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 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/Fellow acknowledges and agrees that if pre-employment requirements are not met prior to the Start Date, this Resident/Fellow Agreement may be (i) delayed without pay to Resident/Fellow in the interim, or (ii) immediately terminated by FSUCOM.

e. Licensure. Resident/Fellow 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/Fellow will provide documentation of licensure to the FSUCOM GME Office and Hospital prior to the Start Date, as a condition of Resident/Fellow initiating any training in the Program. Resident/Fellow will immediately notify the FSUCOM GME Office and Hospital if any license, permit, or certification is restricted, revoked, suspended, or not renewed. Resident/Fellow 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/Fellow Agreement, at the discretion of the Program Director.

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

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

h. USMLE Step 3 and Comprehensive Osteopathic Medical Licensing Examination ("COMLEX") Level 3 Testing. Resident/Fellow acknowledges that FSUCOM and Hospital's policy requires Resident/Fellow to pass the United States Medical Licensing Examination ("USMLE") Step 3 or the COMLEX-USA Level 3 by the end of Resident/Fellow'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. Resident/Fellows failing the maximum number of retakes of either examination is no longer eligible to complete the examination and are therefore not eligible to obtain a medical license in the United States. Resident/Fellows who do not pass Step III prior to June 1 of their PGY-1 year will result in non-renewal of the Resident's appointment and will be terminated from the Program in accordance with the terms of the Resident/Fellow Agreement and FSU GME Policy.

i. Warranty that Resident/Fellow is not Excluded from Federal Healthcare Programs. Resident/Fellow 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/Fellow being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Resident/Fellow Agreement and Resident/Fellow 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/Fellow Agreement to the contrary, any breach of this section shall give FSUCOM the right to terminate this Resident/Fellow Agreement immediately.

j. Confidentiality and the Health Insurance Portability and Accountability Act ("HIPAA"). Resident/Fellow 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/Fellow shall not disclose the terms of this Resident/Fellow Agreement to any person who is not a party to this Resident/Fellow Agreement, except to Resident/Fellow's legal advisors, as required by law, or as otherwise authorized by the Program. Resident/Fellow's unauthorized disclosure of confidential information or of the terms of this Resident/Fellow Agreement shall be a material breach of this Resident/Fellow Agreement. Resident/Fellow acknowledges that many healthcare providers are "covered entities" as that term is defined at 45 C.F.R. 160.103. Resident/Fellow

agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), the Administrative Simplification Provisions of HIPAA as codified at 42 U.S.C.A. 1320d et seq. (“”), and any current and future regulations promulgated under the HITECH Act or HIPAA. Resident/Fellow agrees not to use or further disclose any “protected health information,” including “electronic protected health information, (as those terms are defined at 45 C.F.R. 160.103) other than as permitted by applicable laws and the terms of this Resident/Fellow Agreement.

k. Extramural Professional Activities or “Moonlighting.” Resident/Fellow 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 Manual. Resident/Fellow agrees, understands, and acknowledges that Moonlighting activities are not covered by FSUCOM’s professional liability insurance program. PGY-1 Residents and any Resident/Fellows on a J-1 visa are prohibited to moonlight.

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

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

3. FSUCOM Responsibilities.

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

b. Professional Liability Insurance. While engaged in activities described in this Resident/Fellow Agreement, Resident/Fellow shall function in the capacity of an agent or employee of the Florida State University Board of Trustees (FSUBOT), under the right of control of the FSUBOT and the 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/Fellow. 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, Resident/Fellows, 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, Resident/Fellows are protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00). Any damages allocated against the FSUBOT as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the FSUBOT in professional liability actions. The sole remedy available to a claimant to collect damages allocated to FSUBOT is as prescribed by Section 768.28, Florida Statutes

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

d. Hospital, Program and Resident/Fellow Support. FSUCOM will provide the necessary administrative, educational, and operational support to the Hospital and Resident/Fellow 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. Hospital Responsibilities.

- a. The Hospital provides all financial support and benefits to the Resident/Fellow/Fellow as specified in Exhibit A

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

a. Resident/Fellow will receive access to the GME Manual, as well as the Hospital's specialty-specific Program Manual. Resident/Fellow shall abide by Hospital's medical staff bylaws/rules & regulations; applicable Hospital policies and procedures; applicable Program policies and procedures, including the GME Manual and Program Manual; and applicable Federal and State laws. Resident/Fellow 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) the Centers for Medicare and Medicaid Services; v) the Joint Commission; vi) the ACGME; and vii) all applicable labor and civil rights laws. Resident/Fellow 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/Fellow 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/Fellow shall conduct himself or herself in a professional manner consistent with FSUCOM's and Hospital's standards. Resident/Fellow acknowledges that it is the express policy of Hospital to prohibit discrimination based on 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/Fellow Matching Program (NRMP), or other applicable matching programs, including any waiver requirements relating to termination of this Resident/Fellow Agreement or release of Resident/Fellow 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.

6. Term and Termination.

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

b. Termination for Cause by FSUCOM. The DIO may terminate this Resident/Fellow Agreement immediately for any of the following reasons with respect to Resident/Fellow:

- 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/Fellow 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/Fellow 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/or Hospital reasonably determine(s) 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 or 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 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 or Hospital's policies and procedures;

xii. Determination by FSUCOM and Hospital of Resident/Fellow's failure to comply with any specific obligations or intent of this Resident/Fellow Agreement;

xii. Any change in law or economics which materially reduces or eliminates government support on which FSUCOM or Hospital relies in order to operate the Programs.

c. Termination of Resident/Fellow Agreement by Resident/Fellow. Resident/Fellow may terminate this Resident/Fellow 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/Fellow 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/Fellow to another program. If FSUCOM and Hospital loses its accreditation during the term of this Resident/Fellow Agreement, on the effective date of loss of such accreditation, Resident/Fellow shall be released from this Resident/Fellow Agreement and FSUCOM and Hospital and its personnel will provide references in connection with Resident/Fellow's application to enter an appropriate program elsewhere. The terms of this Resident/Fellow Agreement shall terminate on the date of closure or reduction that removes the position of Resident/Fellow.

e. Change in Law. This Resident/Fellow Agreement is intended to comply with all applicable laws, rules, and regulations. If at any time FSUCOM and the Hospital determines that the Resident/Fellow Agreement does not, in any respect, comply with such laws, rules, and regulations, then Resident/Fellow agrees to cooperate with the FSUCOM and Hospital to negotiate a new agreement which fully complies with such laws, rules, and regulations. If the parties cannot reach agreement within 30 days, then FSUCOM and the Hospital may immediately terminate this Resident/Fellow Agreement without any obligation after that date to Resident/Fellow.

7. General Provisions.

a. As used in this Resident/Fellow Agreement, the term "Program" shall also mean the legal entity FSUCOM on behalf of its Programs, and references to FSUCOM shall mean both the legal entity and the Program interchangeably.

b. Falsification of any information supplied to FSUCOM, the Program or Hospital by Resident/Fellow as part of the entrance requirements of the Program, or knowingly giving false information or assisting others in doing so constitutes grounds for immediate dismissal of Resident/Fellow from the Program, regardless of when such falsification is discovered by FSUCOM or the Hospital.

c. The Program acknowledges its obligations as a provider of health care and as an educational institution to maintain confidentiality of the records of Resident/Fellow in accordance with applicable legal requirements. These records may be delivered to other health care treatment institutions or prospective employers only upon a written request to the Program or Graduate Medical Education Department; provided, however, records will be furnished to appropriate government agencies or third parties as required by law. Resident/Fellow should review and complete the attached Request for and Consent to Release of Information and Release of Liability (Attachment 1) as needed to expedite responses to information requests.

d. Intellectual Property. All patents, formulae, ideas, inventions, processes, copyrights, know-how, proprietary information, trademarks, trade names, or other developments for future improvements to patients that are conceived through Resident/Fellow's work while Resident/Fellow is in training at FSUCOM and Hospital are the property of FSUCOM and the Hospital, and all royalties, fees, or other income attributable to it will be the property of the FSUCOM and Hospital.

e. Notices. All notices hereunder by either party hereto to the other shall be delivered personally, or (a) by certified U.S. mail, return receipt requested, postage prepaid or reputable overnight courier (such as FedEx, UPS) to Resident/Fellow's address currently on file with the Program, or (b) by email with delivery and read receipts requested to Resident/Fellow's email address currently on file with the Program. Notice to the Program shall be delivered to the following address or email:

FSU College of Medicine,
Office of Graduate Medical Education
1115 W. Call St., Ste. 2200-F
Tallahassee, Florida 32306

email: robert.hamilton@med.fsu.edu

f. Miscellaneous.

i. This Resident/Fellow Agreement and any attached exhibits constitute the entire agreement between the parties regarding the Resident/Fellow's participation in the Program, and this Resident/Fellow Agreement supersedes and replaces any prior written or verbal negotiations, agreements, or understandings of the parties.

ii. Resident/Fellow may not assign or transfer his/her rights or obligations under this Resident/Fellow Agreement. Any assignment or transfer made in violation of the provision shall be void.

iii. This Resident/Fellow Agreement may only be amended or altered in any of its provisions by mutual agreement of the parties hereto, and any such change shall become effective when reduced to writing and signed by such parties or at such other time as such amendments may provide.

iv. If this Resident/Fellow Agreement is signed in counterparts, all parts together shall constitute one and the same instrument. Electronic signatures will be considered originals.

v. Nothing contained in the Agreement shall be construed or interpreted as denying FSUCOM or other state entity any remedy or defense available under the laws of the State of Florida; the consent of FSU to be sued; and/or extend sovereign immunity or a waiver of sovereign immunity of FSUCOM beyond the waiver or limits provided in section 768.28, Florida Statutes.

vi. The laws of the State of Florida shall govern this Resident/Fellow Agreement. Any actions arising out of this Resident/Fellow Agreement shall be brought exclusively in the state or federal courts located in Leon County, Florida.

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HUMAN TRAFFICKING DECLARATION

I declare, under penalty of perjury, that I do not use coercion for labor or services as defined in section 787.06, Florida Statutes.

ON BEHALF OF RESIDENT/FELLOW:

Signature: _____

Name: _____

Title: _____

Date: _____

Signature page follows

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

Resident/Fellow

Florida State University Board of Trustees for and on behalf
of the Florida State University College of Medicine

by:

[printed name] Date

William C. Boyer, DHSc, MS,CHSE Date
Associate Dean/DIO

ACKNOWLEDGED by HOSPITAL:

Signature Date

Printed Name and Title