

## GRADUATE MEDICAL EDUCATION RESIDENT AGREEMENT

This Graduate Medical Education Resident Agreement (“Agreement”) made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (“Resident”) and Nova Southeastern University, Inc. on behalf of its Dr. Kiran C. Patel College of Osteopathic Medicine (“NSU”).

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

### 1. APPOINTMENT AND TERM

Resident is hereby appointed to participate in the NSU post graduate year one (“PGY-1”) training program in the specialty area of \_\_\_\_\_ (the “Program”). NSU agrees to provide Resident with clinical, practical and educational experiences that, if successfully completed by the Resident, will lead to an annual reappointment and promotion to a subsequent PGY level. Additionally, upon successful Program completion, Resident will be provided with a NSU Dr. Kiran C. Patel College of Osteopathic Medicine (“NSU-KPCOM”) Certificate of Completion of the Residency and the ability to sit for either the American Osteopathic Association (“AOA”) or the American Board of Medical Specialties (“ABMS”) board examination in the specialty area of \_\_\_\_\_.

The term of this Agreement shall be one (1) year commencing on July 1, 20\_\_ and ending on June 30, 20\_\_, unless earlier terminated as provided for herein. Resident shall maintain a current license or a current registration as an unlicensed physician with the State of Florida, Department of Health, Board of Medicine (the “Board”).

### 2. COMPENSATION AND BENEFITS

NSU shall provide the Resident with employment benefits which include:

- Salary support of \_\_\_\_\_ for the \_\_\_\_\_ academic year
- Health and disability insurance for the resident/fellow and eligible dependents, in accordance with NSU policies
- Disability insurance for resident/fellow in accordance with NSU policies
- Paid vacation, parental, sick, and other leaves in accordance with the NSU policies

*NOTE: A full description of these employment benefits are attached and can be found in the NSU-KPCOM Graduate Medical Education Policies and Procedures Handbook (“GME Handbook”), which is updated annually.*

NSU shall provide the Resident with professional liability insurance in amounts of no less than \$1,000,000 per claim/\$3,000,000 annual aggregate during the residency Program while the

Resident is on official duty and acting within the scope of this Agreement. Resident shall not be covered under NSU's professional liability coverage while moonlighting.

Resident agrees to fully cooperate with NSU with respect to any litigation arising out of actions which occurred during the term of this Agreement (including claims made or investigations or proceedings on-going after termination of this Agreement). Such cooperation will include, but not be limited to, assistance with trial preparation, attendance at depositions and trial, and any other reasonable requests by NSU, at no charge to NSU and will survive the termination of this Agreement.

### **3. RESIDENT PHYSICIAN RESPONSIBILITIES**

Resident agrees to:

- A. Perform satisfactorily and to the best of his or her ability the customary responsibilities of Residents.
- B. Abide by the policies, procedures, laws, rules, regulations, and protocols of work facilities and GME Handbook. In connection therewith, NSU shall provide to and orient Resident to its applicable policies and protocols.
- C. Follow the schedule provided to him/her and to timely attend all classes, clinics, lecture, rotations or other assigned activities.
- D. If assigned outside of NSU or the training facility, Resident's activities will be governed by NSU in conjunction with the outside institution.
- E. Follow all institutional and Program policies regarding duty hours and moonlighting as contained herein and specified in the GME Handbook.
- F. Be responsible to the Program Director, Assigned Rotation Preceptor, Site Director, and member(s) of Hospital/Clinic Staff under whose supervision Resident may from time to time serve, and to the Program's Chief Resident.
- G. Conduct himself/herself in compliance with all rules, regulations and bylaws of NSU and the rotating institution, its Medical Staff, all applicable Service, Departmental and Divisional Rules and Regulations, as well as all applicable policies, both personnel and operational, and such specific rules and regulations as from time to time may be established for residents. Resident agrees not to engage in any activities that interfere with or detract from Resident's duties to NSU or to the orderly and effective operation of NSU, the educational program or the rotating institution.

Additionally, Resident understands that his or her position of resident physician entails provision of care commensurate with the resident physician's level of advancement and competence, under the general supervision of appropriately privileged attending staff. Specifically, Resident is expected to:

- (i) Read, become familiar with, and abide by the policies and procedures set forth in the GME Handbook and the rotating institution's resident handbook, when assigned to institutions outside of NSU. Resident is also responsible for reviewing and abiding by any updates to NSU's or rotating institution's policies and procedures.
- (ii) Develop a personal program of self-study and professional growth with guidance from the teaching staff.



be excessive. The structuring of duty hours and on-call schedules will be designed to focus on the needs of the patient, continuity of care, resident well-being, and the educational needs of the residents. These duty hour policies will apply to all institutions to which a resident rotates. For further information, please see the Duty Hours Policy in the GME Handbook.

## **7. SUBSTANCE ABUSE POLICY**

All resident physician candidates offered employment will be screened for the presence of non-prescribed substances/alcohol. Those candidates testing positive for same in the initial and confirmatory testing will not be employed at NSU in the absence of a reasonable explanation acceptable to NSU. Where a resident physician voluntarily reveals a current chemical dependency, rehabilitation may be offered.

Employed resident physicians reasonably suspected of substance abuse are required to submit to drug screening and those employed resident physicians who test positive for same on the initial and confirmatory tests and/or have in their possession illegal drugs or alcohol will be subject to disciplinary action up to and including immediate dismissal or be offered rehabilitation if NSU believes it is warranted by the circumstances. Retention of the resident physician will depend on successful participation in a rehabilitation program to continue until completion of the residency program. For further information, please see NSU's Drug and Alcohol-Free Workplace Policy in the NSU Employee Handbook and the Physician Impairment Policy in the GME Handbook.

## **8. GRIEVANCE POLICY**

NSU is committed to ensure an educational environment in which residents may raise and resolve issues without fear of intimidation or retaliation. Resident may request the resolution of a concern or dispute regarding his or her clinical and educational performance, conduct, and eligibility to continue in the Program through NSU's Grievance Procedure. The Grievance Procedure can be found in the GME Handbook.

## **9. RENEWAL AND PROMOTION**

Once accepted to the Program, Resident will remain within the Program for the duration of the term of this Agreement, unless removed for failure to satisfactorily perform or otherwise physically unable to continue in the Program as a result of illness, accident, approved medical or family leave, or any other approved leave or discontinuance.

Upon successful completion of the Program during the term of this Agreement, Resident shall be promoted to the subsequent PGY level and a subsequent contract may be offered.

If Resident is not to be renewed for another year of training after the expiration date of this Agreement, NSU will notify him or her no later than four (4) months prior to the expiration date of this Agreement. However, if the primary reason for non-renewal occurs within the four (4) months prior to the end of this Agreement, NSU will provide Resident with as much written notice of the intent not to renew training as the circumstances will reasonably allow.

No prior notice to Resident is required if he or she will not be renewed for another year of training due to termination for disciplinary reasons

If Resident is not to be promoted to the subsequent PGY level because Resident has failed to meet the competency-based criteria, the Program Director must notify the Resident in writing of his or her deficiencies and the reasons why he or she is not being promoted.

The Resident may appeal decisions not to renew, not to promote or to terminate from the Program in writing to the Designated Institutional Official. Decisions of the Designated Institutional Official may be appealed in accordance with Grievance Policy in the GME Handbook.

For further information, please refer to the Policy on Promotion, Appointment Renewal, and Non-Renewal/Dismissal in the GME Handbook.

## **10. EXCLUDED PROVIDER**

Resident understands and acknowledges that he or she may not participate in NSU's graduate medical education training program if he or she has now or has ever been 1) convicted of a criminal offense related to healthcare fraud or 2) excluded, debarred, sanctioned, or otherwise ineligible for participation in a "Federal Health Care Program" as defined at 42 U.S.C. 1320a-7b(f) or in any other government payment program.

## **11. INSTITUTION CLOSURE OR RESIDENCY REDUCTION/CLOSURE**

In the event NSU intends to reduce the size of or close a residency program, or close the institution, the Graduate Medical Education Committee ("GMEC"), the Designated Institutional Official and Resident will be notified as soon as possible. In these circumstances, NSU will make every reasonable effort to fulfill the terms of this Agreement, which may include placement of Resident at an alternative site for the remainder of the current academic year. For further information, please refer to the Program Closures and Reductions Policy in the GME Handbook.

## **12. HARASSMENT-FREE WORK ENVIRONMENT**

NSU is committed to providing an Equal Employment Opportunity (EEO) to all its employees, including residents. Discrimination on the basis of race, religion, national origin, age, disability, veteran status, marital status, sex, sexual orientation, gender identification or any other basis protected by federal, state or local law, including verbal or physical harassment on the basis of any of the above characteristics, is prohibited and will not be tolerated. Such prohibited harassment consists of unwelcome sexual advances or comments; ethnic jokes; ethnic, racial, religious or age-related slurs; and similar conduct. This policy is in accordance with the NSU's Equal Employment and Nondiscrimination Policies and its Sexual Harassment Policy and in all instances will adhere to the terms and procedures of those policies.

The Director of Human Resources is NSU's Equal Employment Opportunity Officer. If Resident feel as if he or she has been discriminated against or observes an act which may be interpreted to be discriminatory, has an absolute and unqualified duty to report it to the Director of Human

Resources or his or her designee immediately. The Designated Institutional Official will be notified in each case.

### **13. ACCOMMODATION FOR DISABILITIES**

Resident may request accommodation for disability by following the procedure outlined in the NSU's policy for disability accommodation.

### **14. RESTRICTIVE COVENANTS**

Neither the UNIVERSITY nor its programs may require residents to sign a non-competition guarantee or restrictive covenant, as set forth in the UNIVERSITY's policy on restrictive covenants.

### **15. INTERPRETATION OF AGREEMENT**

Questions regarding the terms and conditions of this Agreement shall be submitted in writing to the Designated Institutional Official for review. A final and binding written response will be rendered by NSU within thirty (30) days from the date the request was received by the Designated Institutional Official.

### **16. TERMINATION OF THE AGREEMENT**

This Agreement may be terminated for the following reasons:

**Death or Disability.** Resident's appointment shall immediately terminate upon death or if Resident is or becomes disabled and unable to perform the essential functions of his or her duties with or without reasonable accommodation.

**Termination of Appointment.** The Program Director may terminate or suspend Resident's appointment and continued participation in the Program at any time during the term of this Agreement due to personal or professional misconduct (non-academic) and/or academic reasons as set forth in the GME Handbook or dismiss Resident from the Program. Resident will be advised in writing of the basis for the disciplinary action. If Resident's appointment is suspended or terminated, or Resident is dismissed from the Program, Resident has the right to appeal the decision through NSU's Grievance Procedure.

**Resignation.** Resident may terminate his or her appointment hereunder upon ninety (90) days written notice or such shorter notice period as the Program Director shall approve. In the event that Resident is unable or unwilling to return to duty on the agreed upon date after an approved medical or family leave, or other approved leave or discontinuance, such action shall be deemed to be Resident's resignation from the residency Program and this Agreement shall terminate immediately.

Upon termination of this Agreement for reasons cited herein, the only obligation of NSU shall be to pay Resident's stipend earnings which may have accrued hereunder up to the date of such

termination or suspension. The final clearance procedure as outlined in the GME Handbook must be adhered to prior to termination of employment.

## **17. MISCELLANEOUS**

This Agreement and its accompanying attachments (listed below) represent the entire understanding of the parties with respect to the matters covered herein, and supersedes all prior or contemporaneous agreements, discussions, negotiations, and representations, whether written or oral. This Agreement may only be altered, amended, or modified by a writing duly signed by the parties.

This Agreement shall be construed in accordance with the laws of the State of Florida. With respect to any action arising out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Broward County, Florida.

If any term or provision of the Agreement is found to be illegal or unenforceable by a court or competent jurisdiction, the remainder of the Agreement shall remain in full force and effect to the maximum extent permitted by law.

A waiver by either party or any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same provision or the breach of any other provision. All waivers must be in writing and executed by the waiving party.

Termination of the Agreement will not affect the parties' rights or obligations that, by their nature and context, are intended to survive termination of the Agreement.

## **18. ATTACHMENTS**

The following NSU policies are attached to and made a part of this Agreement:

- Promotion, Appointment Renewal, and Non-Renewal/Dismissal Policy
- Grievance Policy
- 20\_\_ - 20\_\_ Summary of Resident Benefits
- Health and Disability Policy
- Vacation and Leaves of Absence Policy (including notification of effect of leave on program completion)
- Clinical and Educational Work Hours Policy
- Moonlighting Policy

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the date and year first written above.

Resident / Fellow Enter complete name of other party in the space below	Dr. Kiran C. Patel College of Osteopathic Medicine ACGME Sponsoring Institution
SIGNED	SIGNED
BY: _____	BY: _____
NAME:	NAME:
TITLE:	TITLE: Program Director
DATE:	DATE:
	SIGNED
	BY: _____
	NAME: Janet Hamstra, Ed.D.
	TITLE: Designated Institutional Officer
	DATE:
	Nova Southeastern University, Inc. on behalf of its Dr. Kiran C. Patel College of Osteopathic Medicine
	SIGNED
	BY: _____
	NAME: Elaine Wallace, D.O.
	TITLE: Dean
	DATE: