

CERTIFICATE
Graduate Medical Education
Blake Medical Center

Regarding the Graduate Medical Education PGY1 Contract between Blake Medical Center ("Hospital") and Resident ("PGY1").

The Agreement is comprised of the Graduate Medical Education PGY1 Contract and Exhibit A.

The undersigned hereby certifies that:

- A. I have reviewed the Agreement described above;
- B. The compensation arrangement is established at fair market value for the services to be rendered; and
- C. The Agreement covers all of the services to be furnished by PGY1 to Hospital.

/S/[[InvCntName]]
Hospital Chief Executive Officer

Date: [[DateApproved-Approver1]]

The undersigned Senior Vice President or the owner of the Hospital hereby certifies that:

- A. I have reviewed the Agreement described above and hereby approve the terms thereof.
- B. Based upon the above certification of the Hospital Chief Executive Officer, as well as any personal knowledge I may have of the current Graduate Medical Education market, to the best of my information and belief, the compensation arrangement is established at fair market value for the services to be rendered.

/S/[[DivPres]]
Senior Vice President

Date: [[DateApproved-Approver3]]

The Agreement and all addenda are hereby approved as to form:

[[LegalCounsel]]
Legal Counsel

Date: [[DateApproved-Approver3]]

Graduate Medical Education PGY1 Contract
(HCA-109 Rev 1/2017) v18
Contract [[ContractNumber]] Supplement [[SuppNumber]]

This Graduate Medical Education PGY1 Contract ("Agreement") is made and executed by and between Blake Medical Center ("Hospital") and Resident ("PGY1").

Hospital sponsors one or more residency programs accredited by the Accreditation Council for Graduate Medical Education ("ACGME") or American Osteopathic Association ("AOA"), which are overseen by Hospital's Graduate Medical Education Committee ("GMEC"), Hospital's Designated Institutional Official ("DIO"), and Hospital's Program Director ("Program Director"). Hospital appoints PGY1 as a resident to receive training in connection with Hospital's residency program designated in Section 1 below, in accordance with the terms and conditions set forth herein.

1. **PGY1 Appointment.**

PGY1 is hereby appointed to participate in the Internal Medicine graduate medical education ("GME") training program (the "Program") as post graduate year (PGY) PGY1 for the period beginning July 1, 2017 ("Start Date") and ending upon the earlier of June 30, 2018 ("End Date"), which period shall be referred to as the "Training Period." As used in this Agreement, the term Program shall mean the legal entity Hospital, on behalf of its residency programs, and references to Hospital shall mean both the legal entity as well as the Program.

2. **PGY1 Responsibilities and Agreement.**

PGY1 will comply with the requirements of Hospital and of the Program, including, but not limited to:

- A. **Educational and Professional Duties.** PGY1 will fulfill all educational and professional duties, obligations and assignments in accordance with the ACGME Requirements for Graduate Medical Education and/or the AOA Basic Standards for Postdoctoral Training.
- B. **Manuals, Policies and Regulations.** PGY1 will read, understand and abide by all policies, rules and regulations of Hospital and of the Program, as now exist and as they may be amended from time to time.
- C. **Pre-Employment Requirements.** PGY1 understand and acknowledge that this Agreement and Program participation is contingent upon meeting pre-employment requirements established by state and federal laws, and requirements established by Hospital prior to the Start Date, including but not limited to:
 - i. Documentation of eligibility for employment, including work and training visa status, if applicable;
 - ii. Documentation of PGY1's receipt of all immunizations or signed declinations required under Hospital policy;
 - iii. Passing laboratory screening test for abuse of controlled substances;
 - iv. Passing criminal background check;
 - v. Documentation of occupational health screening; and
 - vi. Obtaining a valid medical license in the State where Hospital is located.
- D. **Failure or Delay for Pre-Employment Requirements.** PGY1 acknowledges and agrees that if pre-employment requirements are not met prior to the Start Date, this Agreement may be (i) delayed without pay to PGY1 in the interim, or (ii) terminated by Hospital, and in either case without the provision of due process that may otherwise be applicable as provided herein.
- E. **Licensure.** PGY1 will obtain and maintain a current license to practice medicine, either an educational limited training license or a full medical license, in the State where Hospital is located. PGY1 will provide documentation of licensure to Hospital upon request and will immediately notify Hospital if any license, permit or certification is restricted, revoked, suspended, or not renewed. PGY1 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 Agreement at the discretion of Hospital's Program Director.
- F. **Drug Enforcement Administration (DEA).** If PGY1 holds a full medical license, PGY1 will maintain an unrestricted DEA registration.

- G. **USMLE Step 3 and COMLEX Level 3 Testing.** PGY1 acknowledges that Hospital Policy requires PGY1 to pass the United States Medical Licensing Examination (USMLE) Step 3 or the Comprehensive Osteopathic Medical Licensing Examination (COMLEX) Level 3 before PGY1 will be eligible for promotion to PGY 3.
- H. **Compensation in Full.** PGY1 understands and acknowledges that the salary and benefits provided herein are the sole compensation for services furnished under this Agreement. PGY1 agrees not to bill or collect from any patient or payor for services provided pursuant to this Agreement or to accept fees in any form from patients.
- I. **Confidentiality and HIPAA.** PGY1 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. PGY1 shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except to PGY1's legal and financial advisors, as required by law or as otherwise authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement. PGY1 acknowledges that many healthcare providers are "covered entities" as that term is defined at 45 C.F.R. 160.103. PGY1 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. PGY1 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 Agreement.
- J. **Extramural Professional Activities. Extramural professional activities or "Moonlighting."** PGY1 understands and acknowledges that Moonlighting is prohibited unless specifically approved in advance in writing by the Hospital and Hospital's Program Director in accordance with Hospital and Program policy and procedures as defined in the GME Manual. PGY1 agrees, understands, and acknowledges that Moonlighting activities are not covered by the Hospital's professional liability insurance program.
- K. **Grievance and Due Process.** PGY1 will comply with Grievance and Due Process policies and procedures provided in the GME Manual to address PGY1 disputes or disagreements, including proposed suspension, non-renewal, non-promotion or dismissal.

3. **Hospital Responsibilities and Agreement.**

- A. **Education Program.** Hospital shall provide and maintain an Internal Medicine graduate medical education program accredited by the ACGME or the AOA.
- B. **Salary.** Hospital shall provide to PGY1 an annual salary commensurate with the PGY1's PGY, as further described in **Exhibit A**, which is attached to and incorporated herein by this reference.
- C. **GME Manual.** Hospital shall make available to PGY1 online an electronic manual of written policies and procedures defining the duties and privileges of PGY1 participating in the Program (the "GME Manual"), including, but not limited to requirements relating to employee physical and drug screenings, dress code, impairment and substance abuse, disabilities and sexual harassment. In the event of any conflict between the terms or conditions of this Agreement and GME Manual policies or procedures, the GME Manual policies and procedures will control.
- D. **Conditions for reappointment and promotion.** Hospital provides continuation and/or promotion in the PGY1 that is contingent upon satisfactory academic and professional performance by the PGY1 as determined by the Program Director and faculty, and in accordance with policies and procedures described in the GME Manual. Achievement of competency based goals and objectives for each level of training will be used as one measure of performance and promotion, but not the only criteria of performance. Hospital is not obligated to renew or extend this Agreement for subsequent training levels in the event that the academic and professional performance by the PGY1 is determined to be unsatisfactory, subject to the provisions of due process set forth in the GME Manual. Hospital shall provide notice to the PGY1 prior to the End Date of this Agreement regarding promotion to the next year of training or graduation from the Program. If the PGY1 will not be promoted, the Program shall endeavor to provide as much notice as circumstances reasonably allow, prior to the end of this Agreement. Disputes that arise from the promotion or graduation decision may be directed through the grievance and due process procedure in accordance with the GME Manual.
- E. **Grievance and Due Process.** Hospital will comply with Grievance and Due Process policies and procedures provided in the GME Manual to address PGY1 disputes or disagreements, including proposed suspension, non-renewal, non-promotion or dismissal.
- F. **Professional Liability Insurance.** Hospital will provide professional liability insurance coverage (an occurrence type policy) for PGY1's acts and omissions within the scope of the Program that occur during the Training Period. Such

coverage will provide legal defense and protection against awards from claims reported or filed during or after the completion of the Program, if, and only if, the alleged acts or omissions of PGY1 occurred during the Training Period and are/were within the scope of the Program. The minimum coverage amount will be \$250,000 per occurrence with a yearly maximum of \$750,000 in the aggregate. Such professional liability coverage may be coverage established through an insurance affiliate of Hospital. Professional liability insurance coverage provided for the purpose of Program training does not extend to Moonlighting activities as described in Section 2(J) or other activities by PGY1.

- G. **Benefits.** Hospital shall provide benefits to PGY1 as described in the attached Exhibit A.
- H. **Vacation, Parental, Sick and Other Leaves.** The Benefits set forth in Exhibit A include, among other things, vacation, sick, parental and other leaves of absence, and education leave as described in the GME Manual. Any leaves of absence must be approved by the Program Director. Any leave not taken between the Start Date and End Date will not be paid as cash or otherwise carryover to any subsequent contract year for any purpose. Hospital shall provide information to PGY1 regarding the effect any such leave(s) may have on PGY1's ability to satisfy the requirements for completion of the Program.
- I. **Eligibility for Specialty Board Examinations.** Hospital shall provide information to PGY1 related to eligibility for specialty board examinations.
- J. **Duty Hours.** Hospital is responsible for promoting patient safety and a high quality environment for education through carefully constructed duty hour assignments in compliance with ACGME requirements. Duty hour assignments include any approved "moonlighting" activities per ACGME requirements and as set forth in the policies and procedures in the GME Manual. Hospital shall provide PGY1 with policies and procedures governing any professional activities performed by PGY1 outside of the Agreement. These "Moonlighting" policies and procedures are set forth in the GME Manual. Professional liability insurance coverage provided for the purpose of Program training does not extend to Moonlighting activities or other activities by PGY1 beyond the scope of the Program

4. **Entire Agreement**

This Agreement and any attached exhibits constitute the entire agreement between the parties regarding the PGY1's employment by Hospital, and this Agreement supersedes and replaces any prior written or verbal negotiations, agreements or understandings of the parties.

5. **General Provisions**

- A. Falsification of any information supplied to the Program or Hospital by PGY1 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 PGY1 from the Program.
- B. The Program expressly acknowledges its obligations as a provider of health care and as an educational institution to maintain as confidential the applicable records of PGY1. These records may be delivered to other health care treatment institutions or prospective employers only upon the 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.
- C. The rights and obligations of Hospital under this Agreement shall inure to the benefit and be binding upon the successors and assigns of Hospital. PGY1 may not assign or transfer his/her rights or obligations under this Agreement. Any assignment or transfer made in violation of the provision shall be void.
- D. This 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.
- E. The laws of the State where Hospital is located shall govern this Agreement.

6. **Compliance with Laws, Regulations, Accreditation and Program Policies.**

- A. PGY1 will receive access to the GME Manual, as well as the Program Manual. PGY1 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. PGY1 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 where Hospital is located; ii) the Occupational Safety and Health Administration, iii) the Office of Inspector General; iv) Medicare and Medicaid; iv) The Joint Commission; v) the ACGME and/or AOA; and vi) all applicable labor and civil rights laws. PGY1 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. PGY1 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 Hospital from time to time. PGY1 shall conduct himself or herself in a professional manner consistent with Hospital's standards. PGY1 acknowledges that it is the express policy of Hospital to prohibit discrimination on the basis of race, color, sex, age, religion or national origin.

B. Each party hereto will comply with applicable policies and procedures of the National Resident Matching Program (NRMP), including any waiver requirements relating to termination of this Agreement or release of PGY1 to seek employment elsewhere. Any alleged breach or determined violation of the NRMP match results for failure to extend or accept an appointment may result in serious consequences taken by the NRMP.

7. Notices

All notices hereunder by either party hereto to the other shall be delivered personally.

If to Hospital:

If to PGY1:

Resident

8. Term and Termination

A. **Term.** If not earlier terminated as otherwise provided in this Agreement, this Agreement shall terminate as of the End Date. Any termination of this Agreement shall terminate PGY1's appointment to the Program.

B. **Termination for Cause.** The Designated Institutional Officer ("DIO") and/or Hospital may terminate this Agreement immediately for any of the following reasons with respect to PGY1:

- i. Professional incompetence;
- ii. Substantial breach of the terms of this Agreement;
- iii. Serious neglect of duty or violation of Hospital or Program rules, regulations, policies or procedures;
- iv. Conviction of a felony or other serious crime as determined by Hospital;
- v. Conduct that Hospital reasonably determines to be prejudicial to the best interest of Hospital or the Program;
- vi. Unapproved absence from the Program;
- vii. Action or inaction reasonably determined by Hospital to involve moral turpitude or that is contrary to the interests of patient care or Hospital;
- viii. Failure to progress satisfactorily in the Program's educational and clinical program;
- ix. Total disability as defined in Hospital's employment policies and procedures, or inability to perform duties required hereunder for a designated period of time in accordance with Hospital's employment policies and procedures;
- x. Determination by Hospital of material failure to comply with any specific obligations or intent of this Agreement; or
- xi. Breach of Section 9 of this Agreement.

C. **Termination of Agreement:** PGY1 may terminate this Agreement for any reason or no reason upon at least ninety (90) calendar days prior written notice to Hospital, providing that such termination complies with NRMP requirements.

- D. **Change in Law.** This Agreement is intended to comply with all applicable laws, rules, and regulations. If at any time the Hospital determines that the Agreement does not, in any respect, comply with such laws, rules and regulations, then PGY1 agrees to cooperate with the 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 the Hospital may immediately terminate this Agreement without any obligation after that date to PGY1.
- E. **Counterparts.** If this Agreement is signed in counterparts, all parts together shall constitute one and the same instrument. Electronic signatures will be considered originals.
- F. **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 PGY1's work while PGY1 in training at Hospital are the property of the Hospital, and all royalties, fees or other income attributable to it will be the property of the Hospital.

9. **Warranty that PGY1 is not Excluded from Federal Healthcare Programs**

PGY1 represents and warrants to 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 PGY1 being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and PGY1 shall immediately notify Hospital of any change in the status of the representations and warranty set forth in this section. Notwithstanding any provision of this Agreement to the contrary, any breach of this section shall give Hospital the right to terminate this Agreement immediately.

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

PGY1

_____ Date: _____
Resident

Blake Medical Center

/S/[[InvCntName]]

Date: [[DateApproved-Approver1]]

Graduate Medical Education PGY1 Contract
EXHIBIT A - FINANCIAL SUPPORT AND BENEFITS
(HCA-109 Rev 1/2017) v18
Contract [[ContractNumber]] Supplement [[SuppNumber]]

A. PGY1 salary for academic year 2017-2018

Hospital will pay to PGY1 the salary of \$50,500 which corresponds with PGY1's Post Graduate Year (PGY1).

B. PGY1 Education Stipend

An Education Stipend of \$4,250 will be provided in 2 separate payments within the months of July 2017, in the amount of \$2,375, and January 2018, in the amount of \$1,875 to cover individual expenses associated with but not limited to the following:

- i. Resident Orientation
- ii. Educational Materials
- iii. Professional Membership Dues
- iv. Conference and Travel Expenses
- v. Cell phone voice and data service
- vi. Annual Expense for On Call Meals

C. PGY1 Benefits

- i. **Health Benefits.** Commencing on the Start Date, Hospital will provide medical insurance to PGY1 under the same options, rates, terms and conditions available to all other Hospital exempt employees and as further described in the GME Manual.
- ii. **Additional Health Benefits.** Commencing on the Start Date, Hospital will provide Vision and Dental benefits to PGY1 under the same options, rates, terms and conditions available to all other Hospital exempt employees and as further described in the GME Manual.
- iii. **Leaves of Absence.** Commencing on the Start Date, PGY1 is eligible for vacation, sick, parental and other leaves of absence, and education leave as described in the GME Manual.
- iv. **Benefit Plan Changes.** The benefits available to PGY1 are subject to change in accordance with Hospital's benefit plans for exempt employees.

D. Disability

- i. **Short-Term Disability.** Upon satisfying eligibility requirements, PGY1 will be enrolled in a Short-Term Disability insurance program upon the same options, rates, terms and conditions available to other Hospital exempt employees and as further described in the GME Manual.
- ii. **Long-Term Disability.** Upon satisfying eligibility requirements, PGY1 will be enrolled in a Long-Term Disability insurance program upon the same options, rates, terms and conditions available to other Hospital exempt employees and as further described in the GME Manual.

E. Equipment

Hospital will determine and make available as needed electronic devices of Hospital's choice for use consistent with the Program's scope and needs.. The assigned Equipment is the property of Hospital and PGY1 agrees to use it only for purposes related to the Program, not for personal purposes, including Moonlighting assignments. Prior to the End Date, PGY1 will return the Equipment to Hospital in the condition in which it was provided to him/her with reasonable wear and tear excepted. If required, PGY1 agrees to enter into a separate agreement with Hospital regarding possession and use of such Equipment.

F. Licensure

Hospital shall pay for PGY1's Educational Limited License or full medical license as required in the State where Hospital is located. PGY1 will provide documentation of licensure to Hospital upon request and will immediately notify Hospital if any license, permit or certification is restricted, revoked, suspended, or not renewed. PGY1 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 Agreement at the discretion of Hospital's Program Director.

G. Required Certification

Hospital shall provide the certification courses and any related materials required by Hospital and/or the Program, including but not limited to, Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS), pursuant to the Program Manual.

H. In-Service Examinations

In accordance with the GME Manual, the Program shall pay for training examinations for the Internal Medicine.

I. Uniforms

Hospital shall provide two laboratory coats per academic year (July 1 - June 30). Hospital shall provide scrubs in accordance with hospital policy and procedure.

J. Support Services

The Program will provide access to appropriate and confidential counseling, medical and psychological support services according to Hospital's benefits program.

K. Worker's Compensation

Hospital will provide worker's compensation Insurance, consistent with Hospital's benefits program.