

**Graduate Medical Education [[GME Contractor Level]] Contract
HCA-109 Rev 2/2019
Contract [[Contract Number]]**

This Graduate Medical Education [[GME Contractor Level]] Contract (“Agreement”) is made and executed by and between [[Name (Primary First Party)]] (“Hospital”) and [[Name (Primary Second Party)]] (“[[GME Contractor Level]]”).

Hospital, or a Consortium of which Hospital is a member, is recognized and accredited by the Accreditation Council for Graduate Medical Education (“ACGME”), American Osteopathic Association (“AOA”) and/or the Council on Podiatric Medical Education (“CPME”) as the institutional sponsor for one or more residency programs, which are overseen by Hospital’s or Consortium’s Graduate Medical Education Committee (“GMEC”), Hospital’s or Consortium’s Designated Institutional Official (“DIO”), and Hospital’s or Consortium’s Program Director (“Program Director”). Hospital appoints [[GME Contractor Level]] 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. [[GME Contractor Level]] Appointment

[[GME Contractor Level]] is hereby appointed to participate in the [[Specialty]] graduate medical education (“GME”) training program (the “Program”) as post graduate year (PGY[[GME Resident PGY Level]]) for the period beginning [[Start Date]] (“Start Date”) and ending on [[End Date]] (“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.

For Podiatry Residents: This Agreement shall also serve as documentation of Podiatric Medicine and Surgery Residency (“PMSR”). This acknowledges that the PMSR programs are approved by the CPME. All references to ACGME throughout referring to the training of podiatric residents shall infer the program is approved by CPME and must follow the standards and requirements of CPME. CPME is an autonomous, professional accrediting agency designated by the American Podiatric Medical Association (APMA) to serve as the accrediting agency in the profession of podiatric medicine.

2. [[GME Contractor Level]] Responsibilities and Agreement

[[GME Contractor Level]] will comply with the requirements of Hospital and of the Program, including, but not limited to:

- A. **Educational and Professional Duties.** [[GME Contractor Level]] will fulfill all educational and professional duties, obligations and assignments in accordance with the ACGME Requirements for Graduate Medical Education, the AOA Basic Standards for Postdoctoral Training, and/or the CPME 320, *Standards, Requirements, and Procedures for Approval of Podiatric Medicine and Surgery Residencies*.
- B. **Manuals, Policies and Regulations.** [[GME Contractor Level]] will read, understand and abide by all policies, manuals, 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.** [[GME Contractor Level]] 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 all of the below. These are ongoing obligations. Failure to continue to adhere to all of these obligations throughout the appointment will be cause for immediate termination by the Hospital without any right to due process:
 - i. Documentation of eligibility for employment, including work and training visa status, if applicable;
 - ii. Documentation of [[GME Contractor Level]]'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;
 - vi. Obtaining and maintaining a valid, unrestricted medical license for medical trainees of a similar training level as required by the State where Hospital is located; and
 - vii. Proof of graduation by delivery of diploma from an accredited allopathic or osteopathic medical school or an accredited podiatric school to Program, in accordance with the eligibility requirements set out in the GME Resident Manual, which is hereby incorporated into this agreement by reference.

- D. **Failure or Delay for Pre-Employment Requirements.** [[GME Contractor Level]] 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 [[GME Contractor Level]] 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.** [[GME Contractor Level]] 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. [[GME Contractor Level]] will provide documentation of licensure to Hospital prior to the Start Date, as a condition of [[GME Contractor Level]] initiating any training in the Program. [[GME Contractor Level]] will immediately notify Hospital if any license, permit or certification is restricted, revoked, suspended, or not renewed. [[GME Contractor Level]] 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 [[GME Contractor Level]] holds a full medical license, [[GME Contractor Level]] is required to also maintain an unrestricted DEA registration.
- G. **National Provider Identifier (NPI).** Before the Start Date, [[GME Contractor Level]] shall obtain an NPI. [[GME Contractor Level]] shall continuously maintain an NPI at all times while participating in the Program.
- H. **USMLE Step 3 and COMLEX Level 3 Testing.** [[GME Contractor Level]] acknowledges that Hospital Policy requires [[GME Contractor Level]] to pass the United States Medical Licensing Examination (USMLE) Step 3 or the Comprehensive Osteopathic Medical Licensing Examination (COMLEX) Level 3 **before** [[GME Contractor Level]] will be eligible for promotion to PGY 3. The maximum number of retakes for USMLE Step 3 or COMLEX-USA Level 3 is six. Candidates failing the sixth retake 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. Candidates who fail the USMLE Step 3 or COMLEX-USA Level 3 after six retakes will be terminated from the residency program in accordance with the terms of the resident agreement.
- I. **Compensation in Full.** [[GME Contractor Level]] understands and acknowledges that the salary and benefits provided herein are the sole compensation for services furnished under this Agreement. [[GME Contractor Level]] 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.
- J. **Confidentiality and HIPAA.** [[GME Contractor Level]] 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. [[GME Contractor Level]] shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except to [[GME Contractor Level]]’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. [[GME Contractor Level]] acknowledges that many healthcare providers are “covered entities” as that term is defined at 45 C.F.R. 160.103. [[GME Contractor Level]] 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. [[GME Contractor Level]] 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.
- K. **Extramural Professional Activities. Extramural professional activities or “Moonlighting.”** [[GME Contractor Level]] 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 Resident Manual. [[GME Contractor Level]] agrees, understands, and acknowledges that Moonlighting activities are not covered by the Hospital's professional liability insurance program. PGY 1 residents are not allowed to moonlight.
- L. **Grievance and Due Process.** [[GME Contractor Level]] will comply with Grievance and Due Process policies and procedures provided in the GME Resident Manual to address [[GME Contractor Level]] 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 a [[Specialty]] graduate medical education program accredited by the ACGME, the AOA or the CPME.
- B. **Salary.** Hospital shall provide to [[GME Contractor Level]] an annual salary commensurate with the [[GME Contractor Level]]’s PGY, as further described in **Exhibit A**, which is attached to and incorporated herein by this reference.

- C. **GME Resident Manual.** Hospital shall make available to [[GME Contractor Level]] online an electronic manual of written policies and procedures defining the duties and privileges of [[GME Contractor Level]] participating in the Program (the “GME Resident 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 Resident Manual policies or procedures, the GME Resident Manual policies and procedures will control.
- D. **Conditions for reappointment and promotion.** Hospital provides continuation and/or promotion in the [[GME Contractor Level]] that is contingent upon satisfactory academic and professional performance by the [[GME Contractor Level]] as determined by the Program Director and faculty, and in accordance with policies and procedures described in the GME Resident 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 [[GME Contractor Level]] is determined to be unsatisfactory, subject to the provisions of due process set forth in the GME Resident Manual. Hospital shall provide notice to the [[GME Contractor Level]] prior to the End Date of this Agreement regarding promotion to the next year of training or graduation from the Program. If the [[GME Contractor Level]] 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 Resident Manual.
- E. **Grievance and Due Process.** Hospital will comply with Grievance and Due Process policies and procedures provided in the GME Resident Manual to address [[GME Contractor Level]] 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 [[GME Contractor Level]]’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 [[GME Contractor Level]] occurred during the Training Period and are/were within the scope of the Program. The minimum coverage amount will be [[Liability Insurance per Occurrence]] per occurrence with a yearly maximum of [[Liability Insurance in the Aggregate]] 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 [[GME Contractor Level]].
- G. **Benefits.** Hospital shall provide benefits to [[GME Contractor Level]] 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 Resident 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 [[GME Contractor Level]] regarding the effect any such leave(s) may have on [[GME Contractor Level]]’s ability to satisfy the requirements for completion of the Program.
- I. **Eligibility for Specialty Board Examinations.** Hospital shall provide information to [[GME Contractor Level]] 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 Resident Manual. Hospital shall provide [[GME Contractor Level]] with policies and procedures governing any professional activities performed by [[GME Contractor Level]] outside of the Agreement. These “Moonlighting” policies and procedures are set forth in the GME Resident Manual. Professional liability insurance coverage provided for the purpose of Program training does not extend to Moonlighting activities or other activities by [[GME Contractor Level]] beyond the scope of the Program.

4. Entire Agreement

This Agreement and any attached exhibits constitute the entire agreement between the parties regarding the [[GME Contractor Level]]’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 [[GME Contractor Level]] 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 [[GME Contractor Level]] from the Program, regardless of when such falsification is discovered by Hospital.
- 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 [[GME Contractor Level]]. 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. [[GME Contractor Level]] should review and enter into the attached Attachment 1, Request for and Consent to Release of Information and Release of Liability in order to expedite responses to information requests.
- 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. [[GME Contractor Level]] 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. [[GME Contractor Level]] will receive access to the GME Resident Manual, as well as the Hospital's specialty-specific Program Manual. [[GME Contractor Level]] 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. [[GME Contractor Level]] 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; v) The Joint Commission; vi) the ACGME and/or AOA; and vii) all applicable labor and civil rights laws. [[GME Contractor Level]] 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. [[GME Contractor Level]] 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. [[GME Contractor Level]] shall conduct himself or herself in a professional manner consistent with Hospital's standards. [[GME Contractor Level]] 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 [[GME Contractor Level]] 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 (a) personally, (b) by certified U.S. mail, return receipt requested, postage prepaid, or (c) by reputable overnight courier (such as Federal Express). Any delivery other than a personal delivery to [[GME Contractor Level]] shall be made to [[GME Contractor Level]]’s residential address currently on file with Hospital. Notice to the Hospital shall be delivered to the address below.

If to Hospital:

[[Street Line 1 (Primary First Party)]]
[[City/Town (Primary First Party)]], [[State/Province (Primary First Party)]] [[Postal Code (Primary First Party)]]

If to [[GME Contractor Level]]:

[[Street Line 1 (Primary Second Party)]]
[[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]] [[Postal Code (Primary Second Party)]]

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 [[GME Contractor Level]]'s appointment to the Program.
- B. **Termination for Cause.** The Designated Institutional Official (“DIO”) and/or Hospital may terminate this Agreement immediately for any of the following reasons with respect to [[GME Contractor Level]]:
- i. Professional incompetence, as determined solely by the Hospital’s Clinical Competency Committee;
 - 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, including but not limited to those relating to use of drugs and alcohol;
 - iv. Initiation of proceedings against [[GME Contractor Level]] 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 as determined by Hospital;
 - vii. Conduct that 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 Hospital to involve inadvisable decisions that reflect poorly on Hospital or that is contrary to the interests of patient care or Hospital;
 - x. Failure to progress satisfactorily in the Program’s educational and clinical program;
 - xi. Death or 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;
 - xii. Determination by Hospital of material failure to comply with any specific obligations or intent of this Agreement;
 - xiii. Breach of Section 9 of this Agreement; or
 - xiv. Any change in law or economics which materially reduces or eliminates government support on which Hospital relies in order to operate the Programs.
- C. **Termination of Agreement:** [[GME Contractor Level]] may terminate this Agreement for any reason or no reason upon at least ninety (90) days prior written notice to Hospital, providing that such termination complies with NRMP requirements.
- D. **Program Closure or Reduction.** In the event the Program is closed or reduced, Hospital will use its best efforts to allow [[GME Contractor Level]] to complete the Program at Hospital. In the event that continuation of the Program is untenable by Hospital, Hospital will utilize its best efforts to transfer [[GME Contractor Level]] to another program. If Hospital loses its accreditation during the term of this Agreement, on the effective date of loss of such accreditation, [[GME Contractor Level]] shall be released from this Agreement and Hospital and its personnel will provide references in connection with [[GME Contractor Level]]'s application to enter an appropriate program elsewhere. The terms of this Agreement shall terminate on the date of closure or reduction that removes the position of [[GME Contractor Level]].
- E. **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 [[GME Contractor Level]] 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 [[GME Contractor Level]].
- F. **Counterparts.** If this Agreement is signed in counterparts, all parts together shall constitute one and the same instrument. Electronic signatures will be considered originals.
- G. **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 [[GME Contractor Level]]'s work while [[GME Contractor Level]] is 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 [[GME Contractor Level]] is not Excluded from Federal Healthcare Programs**

[[GME Contractor Level]] 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 [[GME Contractor Level]] being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and [[GME Contractor Level]] 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.

[[GME Contractor Level]]

[[Name (Primary Second Party)]]

Date: _____

[[Name (Primary First Party)]]

/S/[[Approver Name (Step: Facility CEO)]]
Facility Chief Executive Officer

Date: [[Approval Date (Step: Facility CEO)]]

Graduate Medical Education [[GME Contractor Level]] Contract
EXHIBIT A - FINANCIAL SUPPORT AND BENEFITS
HCA-109 Rev 2/2019
Contract [[Contract Number]]

1. [[GME Contractor Level]] Salary for Academic Year 20__-20__

Hospital will pay to [[GME Contractor Level]] the salary of \$[[GME Resident Annual Salary]] which corresponds with [[GME Contractor Level]]'s Post Graduate Year (PGY) as set forth in Section 1 of the Agreement.

2. [[GME Contractor Level]] Orientation Stipend

New Residents or Fellows shall receive a \$500.00 stipend for orientation, less applicable withholdings. If [[GME Contractor Level]] attends less than the full orientation, such stipend amount may be prorated hourly for the time actually attended.

3. On Call Meal Stipend

All Residents or Fellows shall receive a \$950.00 stipend for on call meals as required by the ACGME, less applicable withholdings. [[GME Contractor Level]] shall receive the above referenced stipend in two separate payments each academic year within the months of July and January.

4. Program Graduation

At the completion of [[GME Contractor Level]]'s training, Hospital may invite [[GME Contractor Level]] to attend a graduation event and/or present [[GME Contractor Level]] with a one-time graduation gift. In all cases, the value of any and all gifts and entertainment, when combined with the salary and above referenced stipends shall not exceed fair market value, as that amount is determined by a third party valuator.

5. [[GME Contractor Level]] Benefits

A. **Health Benefits.** Commencing on the Start Date, Hospital will provide medical insurance to [[GME Contractor Level]] under the same options, rates, terms and conditions available to all other Hospital exempt employees and as further described in the GME Resident Manual.

B. **Additional Health Benefits.** Commencing on the Start Date, Hospital will provide Vision and Dental benefits to [[GME Contractor Level]] under the same options, rates, terms and conditions available to all other Hospital exempt employees and as further described in the GME Resident Manual.

C. **Leaves of Absence.** Commencing on the Start Date, [[GME Contractor Level]] is eligible for vacation, sick, parental and other leaves of absence, and education leave as described in the GME Resident Manual.

D. **Benefit Plan Changes.** The benefits available to [[GME Contractor Level]] are subject to change in accordance with Hospital's benefit plans for exempt employees.

6. Disability

A. **Short-Term Disability.** Upon satisfying eligibility requirements, [[GME Contractor Level]] 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 Resident Manual.

B. **Long-Term Disability.** Upon satisfying eligibility requirements, [[GME Contractor Level]] 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 Resident Manual.

7. Business Expenses

As included fair market value consideration and in exchange for the services furnished by [[GME Contractor Level]] hereunder, Hospital will reimburse or pay expenses associated with the Program, including but not limited to the costs of any meals served at meetings, the costs of educational sessions, conferences, development courses and similar activities related to the Program, the costs of cellular phone voice and data service and the cost of one laptop personal computer that conforms to Hospital requirements that [[GME Contractor Level]] is directed to participate in by Faculty Members or Program Director. All such expenses must be reasonable, must be consistent with Hospital's relevant policies, and [[GME Contractor Level]] must be authorized in advance by Hospital to incur such expenses. All such expenses are limited to those incurred by [[GME Contractor Level]] only (e.g., expenses of spouses and other family members are excluded from reimbursement).

8. 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 [[GME Contractor Level]] agrees to use it only for purposes related to the Program in accordance with the GME resident manual. Not to be used for Moonlighting assignments outside the Facility and its affiliates. Prior to the End Date or earlier termination date, if requested to do so by Hospital, [[GME Contractor Level]] will return the Equipment to Hospital in the condition in which it was provided to him/her with reasonable wear and tear excepted. If the Equipment is either not returned to Hospital for any reason, or returned with damage beyond reasonable wear and tear, then [[GME Contractor Level]] will pay to Hospital the fair market value, as determined by Hospital, of the Equipment in the condition in which it was provided to [[GME Contractor Level]] less reasonable wear and tear. If required, [[GME Contractor Level]] agrees to enter into a separate agreement with Hospital regarding possession and use of such Equipment.

9. Licensure

Hospital shall pay for [[GME Contractor Level]]’s Educational Limited License or, if required by the State where Hospital is located, a full medical license, during the Training Period. [[GME Contractor Level]] shall initiate procedures to obtain such license as soon as [[GME Contractor Level]] is qualified to do so.

10. 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.

11. In-Service Examinations

In accordance with the GME Resident Manual, the Program shall pay for training examinations for the [[Specialty]].

12. Uniforms

Hospital shall provide either two laboratory coats per resident per academic year (July 1 - June 30) or provide a reasonable substitution satisfying facility and program specialty as needed.

13. Support Services

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

14. Worker's Compensation

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

ATTACHMENT 1

REQUEST FOR AND CONSENT TO RELEASE OF INFORMATION AND RELEASE OF LIABILITY BY:

Name of Authorizing Physician: _____

Email Address: _____ Specialty: _____ Subspecialty: _____

Dates of Residency/Fellowship Training: _____

Hospital Location of Residency/Fellowship Training: _____ (Hospital)

PURPOSE: I am providing this request for and consent to release of information relating to my residency performance, upon request by a third party "Requester", in order to facilitate my application for employment, medical licensure, medical board certification, medical staff membership or clinical privileges, commercial health plan participation and/or admission into other post-secondary education or training programs.

DEFINITIONS: "Requester" is a person or entity seeking information concerning my residency performance, and includes all of the Requester's officers, directors, employees and authorized representatives. "Hospital" is the entity in which I practiced my residency or fellowship that has records about my residency or fellowship performance and, for purposes of this consent, includes, its officers, directors, employees and authorized representatives, including but not limited to the Designated Institutional Officer, Residency Program Director, Associate Residency Program Director, Faculty and other GME personnel (collectively "Hospital Representatives").

REQUEST: I specifically request Hospital provide to the Requester verification that I practiced in the residency or fellowship program and any all information, records, documents in the possession of Hospital in connection with my residency or fellowship performance, including but not limited to: an evaluation of ACGME competencies and an evaluation of my professional competence and conduct while training at the Hospital.

CONSENT AND AUTHORIZATION: I hereby consent to the release by Hospital to Requester of any and all information, records and/or documents in the possession of Hospital, in whatever form or medium whether verbally, electronically and/or in writing relating to my residency or fellowship performance at Hospital. I further consent to Hospital's release of supplemental information relating to my residency or fellowship performance from time to time in connection with an initial request for information from Requester to ensure the information provided by Hospital to Requestor in reliance on this authorization is more complete, accurate, or timely.

RELEASE AND WAIVER OF ALL CLAIMS AND LIABILITY: I hereby waive and release Hospital and Hospital Representatives from any and all claims, demands and/or liability, under local, state and federal law, including but not limited to those arising under theories of negligence, tort, contract, interference with contract, invasion of privacy, defamation, slander, discrimination, harassment, retaliation, denial of employment, admission, licensure, or credentials or any other legal theories, for any and all acts or omissions by Hospital Representatives in reliance upon this authorization.

HOLD HARMLESS AND INDEMNIFICATION: I hereby agree to hold harmless and indemnify Hospital and Hospital Representatives from any and all claims, demands or liability, including but not limited to those arising under any theories of negligence, tort, contract, interference with contract, invasion of privacy, defamation, slander, discrimination, denial of employment, admission, licensure, or credentials or any other legal theories, for any and all acts or omissions in reliance upon this authorization. I further specifically agree to indemnify Hospital and Hospital Representatives for any and all legal fees, costs, and/or any other expenses incurred in defending any claim or demand arising from the release of any information, records, or documents to Requester in reliance upon this authorization.

Signature of Authorizing Physician: _____ Date: _____

Print Name of Authorizing Physician: _____