

**CONTRACT FOR SUBSPECIALTY RESIDENTS IN  
\_\_\_ GRADUATE MEDICAL EDUCATION PROGRAM  
NATIONWIDE CHILDREN’S HOSPITAL, COLUMBUS, OHIO**

THIS AGREEMENT is made and entered into between Nationwide Children’s Hospital, Columbus, Ohio (hereinafter “NCH”), a non-profit organization operating a \_\_\_ Graduate Medical Education Program (hereinafter “Program”) and \_\_\_\_\_ (hereinafter “Fellow”).

**PURPOSE**

WHEREAS, NCH in cooperation with faculty from The Ohio State University (hereinafter “OSU”), operates a \_\_\_\_\_ Graduate Medical Education Program approved by the Accreditation Council for Graduate Medical Education; AND,

WHEREAS, the Fellow is a graduate of an approved school of medicine, meets the requirements established by the Accreditation Council for Graduate Medical Education (hereafter “ACGME”) for fellows, meets the requirements of the Ohio State Medical Board for Licensure as a fellow, and has made application to NCH for participation in its Program; AND,

WHEREAS, NCH upon recommendation of the \_\_\_\_\_ Program Director (hereinafter “Program Director”), have approved said applicant for the Program; AND,

WHEREAS, both parties hereto desire to enter into this Agreement to state their respective rights and responsibilities;

NOW, THEREFORE, NCH and Fellow agree to the following:

**ARTICLE I. APPOINTMENT & EMPLOYMENT ELIGIBILITY**

(A) Fellow shall be appointed as a \_\_\_\_\_ for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_. Completion of the Program does not imply that the fellow physician will be appointed to the NCH or OSU Medical Staff.

(B) To maintain eligibility to begin and/or continue training and to receive the financial support and benefits outlined in this Agreement the fellow must at least fulfill the following:

- (1) Demonstrate that he/she is a graduate of an accredited medical/osteopathic/dental school.
- (2) Deliver documents required for U.S. Employment and Eligibility Verification Form I-9 and, if applicable, obtain and maintain an appropriate visa as required by the U.S. Department of Citizenship and Immigration Services (CIS).
- (3) Where applicable, demonstrate certification by the Educational Commission for Foreign Medical Graduates (ECFMG), and all other similar authoritative bodies.
- (4) Obtain and maintain a valid Ohio Training license and/or Ohio Medical License
- (5) Demonstrate he/she is fit for duty, including the passing of a health assessment prior to commencement of appointment and maintenance of routine health screens according to NCH Employee Health policies.
- (6) Successfully complete and pass pre-employment drug testing, and any additional drug testing in

accordance with NCH's Administrative Policy I-5 and Human Resources policies regarding employee drug testing.

(7) Satisfactorily complete and pass employment, reference, criminal history and other standard NCH background checks.

(8) Report any criminal convictions, or violations to Program Director.

In circumstances where Fellow fails to meet or maintain the eligibility requirements this Resident Agreement shall become null and void at the sole discretion of NCH.

## **ARTICLE II. FELLOW'S RESPONSIBILITIES**

The Fellow agrees :

- (A) To provide the Program Director with written notification of any change in status regarding employment eligibility in Article I.B. above
- (B). To perform faithfully and satisfactorily and to the best of his/her ability during the entire period of this Agreement the customary duties of fellows including the satisfactory completion of medical records in accordance with NCH's standards, rules, policies, and bylaws or those of the clinical setting in which patient care is provided, if outside NCH.
- (C). To abide by the Medical Staff Bylaws, NCH's policies and procedures (including but not limited to Administrative, Patient-Family Care, GME, Disaster, Personnel, Infection Control and Corporate Compliance), the terms of this Agreement, and to understand and agree that infractions thereof are justification for dismissal.
- (D). To accept the agreed upon stipend, experience and instruction as sole compensation and not accept fees in any form from patients/parents or others.
- (E). That he/she is not under obligation to any other hospital or healthcare provider in any capacity during this period except as may be designated as part of the Program.
- (F). To obtain permission from the Program Director before engaging in any medically related employment ("moonlighting") and to comply with the NCH and Program Specific moonlighting policies. The Program Director will monitor the fellow's performance for the effect of these moonlighting activities upon performance in the fellowship program. Adverse effects, as determined solely by the Program Director, may lead to withdrawal of permission to moonlight.
- (G). To report faithfully and accurately all duty hours in accordance with the procedure established for the Program. To notify the Program Director and/or the Designated Institutional Official immediately of any violations of the duty hours policy. Failure to comply with the duty hours requirements or failure to notify the Program Director and/or the Designated Institutional Official may result in disciplinary action.
- (H). To secure a National Provider Identification (NPI) number.
- (I). To secure a personal Drug Enforcement Agency (DEA) number. Prior to the eligibility for obtaining a personal DEA number, the Fellow may use NCH's DEA number provided by NCH's Pharmacy Department. NCH's DEA number is restricted for use by the Fellow only in the course of carrying out clinical duties within the Program. If the Fellow performs any clinical duties outside of the training

program, the Fellow must obtain a personal DEA number for dispensing controlled substances prior to performing such duties.

- (J). To promptly notify the Program Director or designee of any necessary unscheduled ill time. Any planned absence from assigned duties must receive prior approval from the Program Director.
- (K). To develop a personal program of self study and professional growth with guidance from teaching staff and Program Director.
- (L). To participate in safe, effective and compassionate patient care under supervision, commensurate with the level of advancement and responsibility. To attend required clinical activities and maintain patient and procedures logs as mandated by ACGME and the Program Director.
- (M). To attend mandatory educational sessions specified by the Program Director and participate in other educational activities as appropriate to fulfill program requirements and individual learning plan.
- (N). To assume responsibility for teaching and supervision of other fellows, residents, and students.
- (O). To participate in research and scholarly activities as mutually agreed upon with the Program Director and/or the Scholarly Oversight Committee.
- (P). To participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures, and policies of the institution.
- (Q). To participate in designated institutional committees and councils, especially those that relate to patient care review activities.
- (R). To apply cost containment measures in the provision of patient care.
- (S). To provide for all personal living arrangements and expenses during the period of the Program, including, but not limited to, living quarters, meals, transportation, and laundry services.

### **ARTICLE III. NATIONWIDE CHILDREN'S HOSPITAL RESPONSIBILITIES**

NCH agrees:

- (A). To accept the Fellow as a \_\_\_\_\_ for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ for the Program.
- (B). To provide a quality educational program that meets the applicable ACGME Institutional and Program Requirements and NCH GME policies. The educational goals and objectives, including the general competencies, and program specific curriculum, are available from the Program Director. The Fellow's job responsibilities are outlined in the job responsibility description maintained by the Program Director.
- (C). To provide a stipend of \_\_\_\_\_ per year paid in accordance with NCH usual and customary employment practices. The fellow shall be considered an exempt employee. This stipend is subject to applicable local, state and federal taxes. In the event Fellow resigns or is terminated from the Program, the payments of the stipend shall be discontinued.
- (D). To provide paid time off (PTO), including vacation, holidays, medical (family and sick) leave, professional leave, and short term disability, to the fellow as follows:
  - 1) To provide \_\_\_\_\_ vacation days per year. Vacation should be scheduled at least three months in advance and shall be subject to the prior approval of the Program Director.

- 2) To provide up to \_\_\_\_ days professional leave for meetings per year, with funding to be determined by the Program. Professional leave should be scheduled at least three months in advance and shall be subject to the prior approval of the Program Director.
  - 3) To provide \_\_\_\_ days paid medical leave during the course of the Program. Family leave will be provided in accordance with federal and state laws.
  - 4) No short term disability (STD) is provided.
  - 5) Due to the limited time duration and ACGME requirements for the length of training, fellows will not be entitled to, nor will they accrue, PTO or STD during their fellowship training program. Leave is only provided as outlined in this Agreement. If fellows need additional time off during their fellowship, this time may be taken without pay if approved by the Program Director. Time off which exceeds the amount allowable by ACGME will result in extension of the length of the training program in order for the fellow to receive a certificate of completion.
- (E). To abide by all ACGME requirements related to duty hours. NCH will track duty hours to monitor compliance with regulatory requirements.
- (F). To provide Fellow with teaching and supervision in carrying out patient care responsibilities under the direction of OSU faculty and NCH medical staff. Supervision will be commensurate with Fellow's experience, skills, and level of advancement and responsibility, and in accordance with NCH policies.
- (G). To provide professional malpractice insurance coverage for professional activities performed during the course and scope of the Program, including for claims filed after completion of the Program. (Malpractice insurance coverage for moonlighting activities within NCH must be approved in advance by the Program Director and NCH Legal Services. Malpractice insurance will not be provided for moonlighting activities that occur outside of NCH.
- (H). To provide health, worker's compensation, long term disability, medical leave, employee assistance/counseling, and other benefits in accordance with NCH and Program policies. If NCH policies or benefits plan for employees and this Agreement conflict, this Agreement takes precedence and fellow shall only be entitled to the benefits described in this Agreement. Benefits are provided only for the duration of the Fellow's term.
- (I). To provide sleeping rooms while in-house for scheduled call. Meal vouchers will be provided for on-call time under the policy of the Program.
- (J). To maintain a work environment that fosters fellow learning and ensures that fellows have necessary access to resources necessary to perform their job functions.

#### **ARTICLE IV. EVALUATION, ADVANCEMENT AND DISCIPLINARY ACTION**

- (A). Evaluation – Fellows shall receive from the Program Director or designee a formal, written evaluation at least semi-annually and at the completion of the Program. The evaluation shall be reviewed and discussed with the Fellow and retained in his/her file. The written evaluation shall be accessible to the Fellow upon request. The Program Director may conduct and record more frequent evaluations as needed.
- (B). Advancement – Participation in the Program is contingent upon satisfactory performance. Advancement is based on evidence of progressive professional growth and increasing responsibility for care. This determination is made by the Program Director in conjunction with evaluations from members of the teaching staff.
- (C). The Program Director shall notify the Fellow in writing if he/she will not be advanced to the next higher level, if the Agreement will not be renewed, or if he/she will not receive a Certificate of Completion. NCH will use reasonable efforts to provide such notification at least four months prior to the expected date of

completion or advancement. Due process is provided according to the policy delineated by the NCH GME Committee.

- (D). This Agreement may be terminated by NCH for reasons of unsatisfactory performance or breach of this Agreement by the fellow. Due process is provided according to the process delineated by the NCH GME Committee and delineated in these policies
- (E). Under no circumstance will either party terminate this Agreement without providing the other party an opportunity to discuss and review any dissatisfactions, grievances, or breaches that may exist.

#### **ARTICLE V. CERTIFICATE OF COMPLETION**

At the expiration of the period of appointment and employment provided for by this Agreement and if the Fellowship Program has been satisfactorily completed, NCH will issue a Certificate of Completion attesting to the completion of the Program. Such Certificate of Completion will be conditioned upon fellow returning all hospital property, completing all medical records for which he/she is responsible and settling all professional financial obligations to NCH prior to the termination date of this Agreement.

#### **ARTICLE VI. RELEASE OF INFORMATION**

The Fellow acknowledges that, should another institution or organization to which the Fellow has applied for employment, Medical Staff appointment, transfer of fellowship, or other positions relating to this GME Program, request a reference from NCH, NCH will provide a complete reference concerning the Fellow. The Fellow hereby authorizes NCH to release such information under these circumstances and releases NCH, its agents, and its employees from any liability related to the release of such information.

#### **ARTICLE VII. ASSIGNMENT**

This Agreement or any portions hereof cannot be assigned by the Fellow.

#### **ARTICLE VIII. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

#### **ARTICLE IX. SEVERABILITY**

In the event that any provision or portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected.

IN WITNESS WHEREOF, Nationwide Children's Hospital and \_\_\_\_\_ have caused this Agreement to be executed.

**Nationwide Children's Hospital:**

**Fellow:**

\_\_\_\_\_  
Program Director

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Designated Institutional Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date