

**CONTRACT FOR SUBSPECIALTY RESIDENTS IN

GRADUATE MEDICAL EDUCATION PROGRAM
NATIONWIDE CHILDREN’S HOSPITAL, COLUMBUS, OHIO**

This Agreement (the “Agreement”) is between Nationwide Children’s Hospital, located in Columbus, Ohio (“NCH”), a non-profit corporation operating an approved _____ Graduate Medical Education Program (the “Program”) and _____ (the “Fellow”).

PURPOSE

- A. NCH, in cooperation with faculty from The Ohio State University (“OSU”), operates the Program;
- B. Fellow is a graduate of an approved School of Medicine and residency program, meets the requirements established by the Accreditation Council for Graduate Medical Education (“ACGME”), other applicable professional organizations, and NCH, for fellowship training, meets the requirements of the Ohio State Medical Board for licensure as a Fellow, and has made application to NCH for participation in the Program;
- C. NCH, upon recommendation of the _____ Program Director (the “Program Director”), has approved Fellow for the Program; and
- D. NCH and Fellow desire to enter into this Agreement to state their respective rights and responsibilities.

NCH and Fellow therefore agree as follows:

I. APPOINTMENT & EMPLOYMENT ELIGIBILITY

- (A) Fellow shall be appointed as a PGY ____ for a one year period beginning _____ and ending _____. Completion of the Program does not imply or guarantee that the Fellow will be appointed to the NCH or OSU Medical Staff.
- (B) Fellow may not have an appointment in another program which is in conflict with the Program as determined in the Program Director’s discretion.
- (C) To be eligible to begin and maintain participation in the Program, and to receive the financial support and benefits outlined in this Agreement, the Fellow must fulfill the following requirements:
 - 1. Demonstrate that they are 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). All documentation must be received by NCH prior to Fellow’s start date.
 - 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, and supply evidence of same prior to Fellow’s start date.
 - 5. Demonstrate they are 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 (historical and current) to Program Director.
 9. Meet all eligibility and credentialing requirements and be available to start the Program on the first day of appointment.
- (D) If Fellow fails to meet or maintain any of the eligibility requirements set forth in this Agreement, NCH may terminate this Agreement in its sole discretion.

II. FELLOW'S RESPONSIBILITIES

Fellow agrees:

- (A) To provide the Program Director with written notification of any change in status regarding employment eligibility in Article I(C) above
- (B) To perform faithfully and satisfactorily and to the best of their 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 NCH's Medical Staff Bylaws, NCH's policies and procedures (including but not limited to Administrative, Patient-Family Care, GME, Disaster, Personnel, Infection Control, Mandatory training and health requirements, and Corporate Compliance), the terms of this Agreement, and agrees 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. Additionally, Fellow shall not accept loans or funding from other medical groups or corporations without prior approval from the Program Director and the Designated Institutional Official (DIO).
- (E) That they are 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 abide by all ACGME clinical and educational work hour requirements and report faithfully and accurately all work hours in accordance with the procedure established for the Program. To notify the Program Director and/or the DIO immediately of any violations of the clinical and educational work hours policy. Failure to comply with the work hours requirements or failure to notify the Program Director and/or the DIO may result in disciplinary action.
- (G) To obtain and maintain certification(s) required by the program.
- (H) To secure a National Provider Identification (NPI) number.
- (I) To notify the NCH Pharmacy of their personal Drug Enforcement Agency (DEA) number and to utilize this DEA number during the course of the Program. If Fellow does not have a personal DEA number, they must utilize a NCH DEA with identifier suffix until a personal DEA is obtained. NCH's DEA number with identifier suffix may only be used by the Fellow in the course of carrying out clinical duties within the Program. If Fellow performs any clinical duties outside of the training

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

- (J) To obtain and maintain Ohio Medicaid Ordering, Referring, Prescribing (ORP) and Medicare provider numbers.
- (K) To promptly notify the Program Director or designee of any unscheduled ill time. Any planned absence from assigned duties must receive prior approval from the Program Director.
- (L) To develop a personal program of self-study and professional growth with guidance from teaching staff and Program Director. Periodically review and update this plan with the Program Director.
- (M) To participate in safe, effective and compassionate patient care under supervision, commensurate with the level of advancement and responsibility. To timely report patient safety concerns and safety events through their supervisor, unit manager and/or the online CS STARS system.
- (N) To attend required clinical activities and maintain patient and procedure logs as mandated by ACGME and the Program Director.
- (O) 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.
- (P) To assume responsibility in accordance with their level of experience, for teaching and supervision of other fellows, residents, students, and other members of the healthcare team.
- (Q) To participate in research, quality improvement, and scholarly activities as mutually agreed upon with the Program Director and the Scholarship Oversight Committee, as required.
- (R) To participate in institutional programs and activities involving the medical staff and adhere to established NCH practices, procedures, and policies.
- (S) To participate in designated NCH committees and councils, especially those that relate to patient care review activities.
- (T) To apply cost containment measures in the provision of patient care.
- (U) 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.
- (V) To assure and maintain fitness for duty. To promote personal wellness and to identify in himself/herself and other physicians impairment from fatigue, stress, drugs, depression, or other causes. To seek help in a timely manner for themselves or others who may be at risk.

III. NATIONWIDE CHILDREN'S HOSPITAL RESPONSIBILITIES

NCH agrees:

- (A) To accept the Fellow as a PGY_____ for a one year period beginning _____ and ending _____ for the Program.
- (B) To foster a respectful, collaborative clinical learning environment free from harassment or fear of retaliation. To investigate any concerns that are raised in a timely, respectful manner. To promote

the health and wellbeing of residents, fellows and faculty. To reasonably accommodate for disabilities and other conditions.

- (C) To provide a quality educational program that meets the applicable Institutional and Program Requirements and NCH GME policies, including HR 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.
- (D) 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 payment of the stipend shall be discontinued.
- (E) 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 _____ weeks of vacation per year. One week is 5 weekdays + 2 weekend days. 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 _____ paid days in the final year of training for interviewing. Interviewing days should be scheduled in advance and shall be subject to the prior approval of the Program Director.
 - 3) 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.
 - 4) To provide _____ days paid medical leave during the course of the Program. Family leave will be provided in accordance with federal and state laws.
 - 5) Short term disability (STD) is provided as outlined by NCH policies.
 - 6) Due to the limited time duration and accreditation requirements for the length of training, Fellow will not be entitled to accrue additional PTO or STD beyond what is outlined above during the Program. If Fellow needs additional time off during their fellowship, this time may be taken without pay if approved by the Program Director and as outlined by Family Medical Leave Act regulations, if applicable. Program Director will notify Fellow in writing if time off exceeds the amount allowable by accreditation standards and will result in extension of the length of the training program in order for the Fellow to receive a certificate of completion.
- (F) To abide by all ACGME and NCH clinical and educational work hour requirements. NCH will monitor work hours to ensure compliance with regulatory requirements and will take immediate action to address any identified violations.
- (G) To provide Fellow with teaching and supervision to safely carry 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.
- (H) 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.
- (I) To provide health, worker's compensation, short-term disability and long-term disability, medical leave, employee assistance/counseling, and other benefits' for Fellow and eligible dependents 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.

- (J) 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.
- (K) To maintain a work environment that fosters Fellow learning and ensures that fellows have access to resources necessary to perform their job function

IV. EXTENDED RESIDENT SERVICE AND MOONLIGHTING

- (A) Employment outside the fellowship training program ("Extended Resident Service" and "moonlighting") is permitted only with written approval of the Program Director and may not interfere with performance of duties in the Program. Extended Resident Service and moonlighting employment is subject to U.S. employment regulations, Ohio Medical Board requirements and NCH policies and procedures regarding outside employment and medical-related employment. Fellow must obtain permission from the Program Director before engaging in any Extended Resident Service or moonlighting. All Extended Resident Service and moonlighting activities are also subject to accreditation and regulatory requirements and NCH policies on moonlighting. The Program Director will monitor Fellow's performance for the effect of these moonlighting activities upon performance in the residency/fellowship program. Adverse effects, as determined solely by the Program Director, may lead to withdrawal of permission to moonlight.
- (B) Malpractice insurance coverage for Extended Resident Service and 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.

V. EVALUATION, ADVANCEMENT AND DISCIPLINARY ACTION

- (A) Evaluation – Fellows shall receive from the Program Director or designee a written formative evaluation at least semi-annually and a final summative evaluation at the completion of the Program. Fellows in a one year program must receive quarterly evaluations. The evaluation shall be reviewed and discussed with the Fellow and retained in their file. The written evaluations 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 fulfillment of the Program expectations. 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 they will not be advanced to the next higher level, if the Agreement will not be renewed, or if they 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 in accordance with NCH GME Policies and/or NCH Administrative policies and processes.
- (D) This Agreement may be terminated by NCH for reasons of unsatisfactory performance or breach of this Agreement by Fellow. Grievance Procedures and due process delineated in the NCH GME policies and or NCH Administrative policies

VI. CERTIFICATE OF COMPLETION

At the expiration of the period of appointment and employment provided for by this Agreement and if Fellow has successfully completed the Program, NCH will issue a Certificate of Completion to Fellow 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 they are responsible and settling all professional financial obligations to NCH prior to the termination date of this Agreement.

VII. 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 reference concerning the Fellow. The Fellow hereby authorizes NCH to release the Final GME Trainee Evaluation and other information deemed necessary by NCH to provide an appropriate reference and Fellow hereby releases NCH, its agents, and its employees from any liability related to the release of all such information.

VIII. ASSIGNMENT

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

IX. GOVERNING LAW

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

X. 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 Fellow have caused this Agreement to be executed.

Nationwide Children’s Hospital:

Fellow:

Program Director

Date

Designated Institutional Official

Date

Print Name

Date