Graduate Medical Education Agreement of Appointment
DUKE UNIVERSITY HEALTH SYSTEM, INC. d/b/a DUKE UNIVERSITY HOSPITAL
2017 - 2018

This agreement of appointment made this ___ day of _____by and between Duke University Health System, Inc. (hereafter referred to as "DUHS"), for and on behalf of Duke University Hospital and_____(Trainee) sets forth the terms and conditions of the Trainee's appointment as Associate Medical Staff of Duke University Hospital (hereafter referred to as "Hospital").

The purpose and intention of this training agreement is to assist the trainee physician in the pursuit of his or her studies. In consideration of the mutual promises contained herein, the Hospital and the Trainee each agree as follows:

1. Terms of Appointment.

1.1. Commencement Date for DUHS in conjunction with the Department of _____in the Program of _____from ____to _____ (term may not exceed next fiscal year).

1.2. As a condition precedent to appointment, the Trainee must provide all required credentialing documentation to the Office of Graduate Medical Education prior to commencement date. This agreement may be declared a nullity by the DUHS if the trainee fails to provide the Office of Graduate Medical Education with all of the following credentialing documentation required for certification of eligibility including but not necessarily limited to the following:

1.2.1. A completed current Application for Membership to the Associate Medical Staff of Duke University Hospital approved by Risk Management and Legal Counsel;

1.2.2. Documentation of passage of appropriate licensing examinations as per Institutional Policy (See USMLE Policy at www.gme.duke.edu);

1.2.3. Documentation of employment eligibility (Federal I9 requirement);

1.2.4. If the Trainee is an international medical school graduate, a current, and valid ECFMG certificate;

1.2.5. A valid license to practice medicine that complies with the applicable provisions of the laws pertaining to licensure in the state of North Carolina or any other state in which the Program may assign Trainee for clinical duties pursuant to the Trainee's Program;

1.2.6. Life support certification(s) ACLS, BCLS, and PALS as prescribed by Program, and/or Duke University Hospital;

1.2.7. This signed Graduate Medical Education Agreement of Appointment; provided, however, that the parties acknowledge and agree that this agreement of appointment will not be effective, and Trainee's employment will not commence, until all conditions precedent to appointment (including but not limited to the satisfactory completion of the credentialing process) have been satisfied;

1.2.8. Submission of a health examination and supplementary test(s), which includes tests for drug and/or alcohol abuse, and receive the required immunizations in compliance with DUHS policy and all applicable federal, state, and local laws and regulations. It must be determined that the Trainee is in sufficient physical and mental condition to perform the essential functions of appointment. The results of all examinations shall be provided to Employee Occupational Health and Wellness;

1.2.9. Further information that DUHS may request in connection with the Trainee's credentials, not limited to, Criminal Background Check and clearance from the National Practitioner Data Bank; and

1.2.10. Any document not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to DUHS

2. Trainee Responsibilities. The trainee physician must meet the qualifications for trainee eligibility as outlined in the Accreditation Council for Graduate Medical Education (ACGME) Institutional Requirements (www.acgme.org), or as set forth in such other applicable accreditation requirements that may be in effect from time to time. In providing services and in participation in the activities of the Program, the Trainee agrees to do the following:

2.1. Obey and adhere to the Medical Staff Bylaws and Corrective Action and Hearing Procedures for Associate Medical Staff and policies and practices of the Institution and Program(s), including but not limited to the following:

2.1.1. Obey and adhere to the corresponding Policies of all of the facilities to which he/she rotates, including completion of all facility required education programs; and

2.1.2. Obey and adhere to all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by the Joint Commission, and any other relevant accrediting, certifying, or licensing organization, including the North Carolina Medical Board and ACGME.

2.2. Participate fully in the educational, research and scholarly activities as assigned by the Institution and Program (and/or as necessary for the completion of applicable graduate requirements), attend all required educational conferences, assume responsibility for teaching and supervising other trainees and students, and participate in assigned DUHS, Hospital, Medical Staff committee activities;

2.3. Use his or her best efforts to provide safe, effective and compassionate patient care, and present at all times a courteous and respectful attitude toward all patients, colleagues, employees, visitors at DUHS and other facilities/rotation sites to which the Trainee is assigned;

2.4. Provide clinical services:

2.4.1. Commensurate with his/her level of advancement and responsibilities;

2.4.2. Under appropriate supervision;

2.4.3. At sites specifically approved by the Program and Office of Graduate Medical Education; and

2.4.4. Under circumstances and at locations covered by the Hospital's professional liability insurance maintained for the Trainee in accordance with section 5.4 below.

2.5. Demonstrate competency in Patient Care, Medical Knowledge, Interpersonal and Communication Skills, Practice Based Learning and Improvement, Professionalism, and Systems Based Practice (and reasonable progress in ACGME Milestones for specialties for which they are required, as determined by the institution in its sole discretion) by program completion;

2.6. Cooperate fully as follows:

2.6.1. Coordinate and complete the required submissions and activities including the legible and timely completion of patient medical records, charts, reports, statistical operative and procedure logs and/or other clinical documentation required by the ACGME, Hospital, DUHS, Department and Program; and

2.6.2. Report to the Office of Graduate Medical Education, and cooperate with the North Carolina Medical Board or any other state medical board, any investigation or correspondence regarding issues which may impact state licensure.

2.7. Return at the time of the expiration or termination of the Agreement, all Hospital property, including but not limited to books, equipment, and pager; complete all necessary records; and settle all professional and financial obligations;

2.8. Comply with and complete all required Hospital, Department and Program surveys, reviews, evaluations, quality assurance and credentialing activities;

2.9. Report immediately: a) to DUHS Director of Risk Management or the Office of University Counsel any inquiry by any private or governmental attorney or investigator (including, without limitation, inquiries related to services provided at the Veteran's Administration, or any other clinic or facility), or b) to the Hospital's Office of Public Affairs any inquiry by any member of the press. The Trainee understands that the Hospital encourages the Trainee's full cooperation with any governmental investigation or inquiry. The Trainee agrees not to communicate with any inquiring private attorney or any members of the press except merely to refer such private attorneys to the Office of University Counsel and to refer the press to the Public Relations Office;

2.10. Cooperate fully with Hospital administration, including but not limited to the departments of Nursing, Professional Services, Financial Services, Social Services, and other ancillary services departments in connection with the evaluation of appropriate discharge and post-hospital care for hospital patients;

2.11. Obey and adhere to the Hospital's compliance requirements and professional standards; including those in the Hospital Medical Staff Bylaws;

2.12. Cooperate fully with Hospital institutional policies prohibiting discrimination and harassment. http://www.hr.duke.edu/policies/diversity/harassment.php;

2.13. Permit the Hospital to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation

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body, and the Trainee covenants to hold harmless the Hospital, its officers, directors, or other personnel for good faith compliance with such requests for information. This covenant shall survive termination or expiration of this Agreement;

2.14. Maintain required immunizations consistent with DUHS policy and all applicable federal, state, and local laws and regulations; and

2.15. Timely and successfully complete GME Institutional Orientation.

3. Institutional Responsibilities. The Hospital has the following obligations:

3.1. To provide a stipend and benefits to the Trainee as outlined in section 5;

3.2. To provide, within available resources, an educational training program that meets all applicable accreditation standards;

3.3. To provide, within available resources, the Trainee with adequate and appropriate support staff and facilities in accordance with federal, state, local and ACGME requirements;

3.4. To orient the Trainee to the facilities, philosophies, rules, regulations and policies of the Hospital and the Institutional, Common and Program Requirements of the ACGME or other relevant accrediting bodies;

3.5. To provide the Trainee with appropriate and adequate supervision for all educational and clinical activities;

3.6. To maintain an environment conducive to the health and well-being of the Trainee;

3.7. To provide adequate and appropriate patient and information support services;

3.8. To evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the Trainee on a regular and periodic basis. The Program Director shall present to and discuss with the Trainee a written summary of the evaluations at least once during each six month period of training and/or more frequently if required by the Program Residency Committee, Hospital, Program Director, North Carolina Medical Board, or other agency as deemed appropriate;

3.9. To provide a fair and consistent method for review of the Trainee's concerns and/or grievances, without the fear of reprisal;

3.10. Upon satisfactory completion of the Program and its requirements as well as Hospital's Trainee responsibilities and with termination of GME Trainee status, to furnish to the Trainee a Certificate(s) of Completion of the Program(s); and

3.11. To allow access to information related to eligibility for specialty board examinations, available at http://www.abms.org/who_we_help/physicians/specialties.aspx.

4. Duty Hours.

4.1. The Trainee shall perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with the Duty Hour Policy, available at www.gme.duke.edu. Duty hours, although subject to modification and variation depending upon the clinical area to which the Trainee is assigned and/or exigent circumstances, shall be in accordance with federal, state, institutional, ACGME or other applicable accreditation requirements.

4.2. If a scheduled duty assignment is inconsistent with this Agreement or the Duty Hours Policy, the Trainee shall bring the inconsistency first to the attention of the Program Director for reconciliation or cure. If the Program Director does not reconcile or cure the inconsistency, it shall be the obligation of the Trainee to notify the Office of Graduate Medical Education who shall inform the Director of Graduate Medical Education and the GME Representative who shall take the necessary steps to reconcile or cure the raised inconsistency.

4.3. Report duty hours in a timely and accurate manner to the Office of Graduate Medical Education.

4.4. Moonlighting. Unauthorized, extracurricular, professional activities are inconsistent with the educational objectives of training program requirements and, therefore, are prohibited. However, the responsibility for determining whether any proposed moonlighting activity (internal or external) or temporary special medical activity is authorized or unauthorized rests with the Departmental Chair, Program Director and Director of Graduate Medical Education, (or designee). Internal and External moonlighting must be included and reported as part of a Trainee's duty hours. Certain extracurricular medical activities (moonlighting) are not covered by the Hospital's professional medical malpractice insurance. Trainee acknowledges that DUHS shall not provide professional liability insurance as outlined in Section 5.4 of this Agreement to Trainee for any unauthorized, extracurricular, professional activities.

5. Financial Support and Benefits. The Hospital shall provide the Trainee with financial support and benefits in the following areas as described below.

5.1. Stipend: payable monthly. Financial support (stipend and fringe benefits) at a uniform level for all trainees in each year of graduate medical education training. Except as permitted in section 4.4, this shall be the Trainee's sole source of compensation. Except for approved and authorized extracurricular activities, the Trainee shall not accept any other fee of any kind for services.

5.2. Services: Uniforms, parking, access to food services 24 hours a day, and sleep/rest facilities available for Trainees on-call in the Hospital.

5.3. Vacation and leave time consistent with the policies of the Program, Department, Hospital, DUHS, and state and federal laws.

5.3.1. Leaves of Absence. The Trainee expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program Requirements and/or for Board certification requirements. The amount of sick leave, leave of absence, or disability time that will necessitate prolongation of the training time for the Trainee shall be determined by the Program Director and the requirements of the pertinent Residency Committee and/or certifying Board.

5.4. Professional Liability Insurance. The Hospital shall provide the Trainee with professional liability insurance coverage while the Trainee is acting within the scope of his/her assigned program activities, and tail coverage (detailed information available from Risk Management). In connection with the professional liability coverage provided by the Hospital:

5.4.1. The Trainee agrees to cooperate fully in any investigations, discovery, and defense that may arise. The Trainee's failure to cooperate may result in revocation of insurance coverage;

5.4.2. If the Trainee receives, or anyone with whom the Trainee works receives on his/her behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Trainee's activities at the Hospitals, the Trainee agrees to immediately report this receipt to Risk Management and submit the document received to that office; and

5.4.3. The Trainee agrees to cooperate fully with DUHS Administration and Risk Management in connection with the following: (a) evaluation of patient care; (b) review of an incident or claim; or (c) preparation for litigation, whether or not the Trainee is a named party to that litigation.

5.5. Other Additional Benefits. (see GME website www.gme.duke.edu):

5.5.1. Health, Dental, and Vision Benefits. Hospital and health insurance benefits are offered to Trainees and their eligible dependents with available coverage from the first recognized day of training. It is the Trainee's obligation to select and enroll in the benefit program(s) he/she desires;

5.5.2. Life Insurance;

5.5.3. Long Term Disability Insurance;

5.5.4. Workers' Compensation;

5.5.5. Confidential support services including confidential counseling, medical, and psychological support services; and

5.5.6. Physician Impairment and Substance Abuse. The Hospital agrees to provide the Trainee with information regarding physician impairment, including substance abuse, and shall inform the Trainee of Hospital policies for handling physician impairment, including impairment related to substance abuse.

5.6. Discontinuation of Benefits. The Hospital reserves the right to modify or discontinue the plan of benefits set forth herein at any time. Any such change cannot be made without first advising the affected insured.

6. Reappointment & Promotion to Subsequent PGY Level. The duration of this Agreement is for the academic year specified in the heading of this agreement, not to exceed the equivalent fiscal year. Re-appointment and/or promotion to the next level of training is conditional upon; (a) satisfactory completion of all training components as mandated by the Program and the Institution, (b) the availability of a position, (c) full compliance with the terms of this Agreement, (d) the continuation of the Hospital's and Program's accreditation by the ACGME if applicable, (e) the Hospital's financial ability, (f) furtherance of Hospital objectives, and (g) satisfactory performance evaluations and documentation of passage of appropriate licensing examinations. The Program maintains a confidential record of the evaluations in accord with North Carolina law pertinent to peer review (NCGS 131E-95).

6.1. In the event the Program Director or DUHS elects not to re-appoint the Trainee to the Program or promote to the next training level, the Program Director will provide the Trainee with a written notice of this intent in accordance with the provisions of the Corrective Action and Hearing Procedures for Associate Medical Staff, available at www.gme.duke.edu. The Trainee shall be entitled to invoke the procedure for review of the decision not to renew the contract for graduate medical training, or the decision not to promote to the next level of training, if the Trainee so elects.

6.2. In the event non-reappointment is based on reasons other than the Trainee's performance, the Closures and Reductions policy, available at

www.gme.duke.edu, describes the Hospital obligations to the Trainee.

7. **Grievance Procedures.** The Trainee is encouraged to seek resolution of grievances relating to his/her appointment or responsibilities, including any difference between the Trainee and the Hospital and/or Program and/or any representative thereof, with respect to the interpretation of, application of, or compliance with the provisions of this Agreement, available at www.gme.duke.edu.
8. **Corrective Action, Dismissal and Suspension.** During the term of this Agreement, the Trainee's appointment is conditional upon satisfactory performance of all Program elements by the Trainee. If the actions, conduct, or performance, professional, academic, or otherwise, of the Trainee are deemed by the Hospital, Office of Graduate Medical Education or Program Director to be inconsistent with the terms of this Agreement, the Hospital's standards of patient care, patient welfare, or the objectives of the Hospital or Program educational expectations, or if such actions, conduct, or performance reflects adversely on the Program or Hospital or disrupts operations at the Program or Hospital, corrective action may be taken by the Hospital, Director of Graduate Medical Education and/or Program Director as set forth in the Corrective Action and Hearing Procedures for Associate Medical Staff (a copy of which is available online at www.gme.duke.edu).
9. **Reporting Obligations.** Nothing herein shall affect or interfere with any right or obligation of Duke University, the Program, any Hospital or the Associate to make any report pursuant to state or federal law.
10. **Miscellaneous.**
    - 10.1. Taxes. The Hospital shall deduct appropriate items including FICA (Social Security) and applicable federal, state, and city withholding taxes. To the extent the Trainee participates in any approved out-of-state or international rotations or other activities, Trainee hereby acknowledges that such participation may result in additional tax liability for Trainee. The Hospital will work with the Trainee to coordinate the withholding and/or payment of such amounts in accordance with the policies, protocols and procedures of Duke University Health System.
    - 10.2. Overpayments and Restitution. In the event that any amounts are paid to Trainee that are in excess of the compensation or other amounts due and payable to Trainee under this Agreement, Trainee will immediately report such overpayments to the Office of Graduate Medical Education and will promptly refund such overpayments to the Hospital, as directed by the Office of Graduate Medical Education.
    - 10.3. Restrictive Covenants. The Hospital, and its Graduate Medical Education Programs, will not require trainees to sign a noncompetition guarantee.
    - 10.4. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.
11. **Confidentiality**, **Privacy and Security**. The Trainee by signing this agreement, agrees to protect the confidentiality, privacy and security of patient, student, personnel, business and other confidential, sensitive electronic or proprietary information (collectively, "Confidential Information") of Duke University, Duke University Health System and the Private Diagnostic Clinic (collectively, "Duke") from any source and in any form (talking, paper, electronic).
    - 11.1. The Trainee understands that the kinds of Confidential Information that he/she may see or hear on the job and must protect include the following, among others:
        - 11.1.1. PATIENTS AND/OR FAMILY MEMBERS (such as patient records, conversations and billing information);
        - 11.1.2. MEDICAL STAFF, EMPLOYEES, VOLUNTEERS, STUDENTS, or CONTRACTORS (such as social security numbers, evaluations, salaries, other clinical information, employment records, disciplinary actions);
        - 11.1.3. BUSINESS INFORMATION (such as financial records, research or clinical trial data, reports, contracts, computer programs, technology);
        - 11.1.4. THIRD PARTIES (such as vendor contracts, computer programs, technology)
        - 11.1.5. OPERATIONS, PERFORMANCE IMPROVEMENT, QUALITY ASSURANCE, MEDICAL OR PEER REVIEW (such as utilization, data reports, quality improvement, presentations, survey results).
    - 11.2. Moreover, the Trainee (" I ") agrees that:
        - 11.2.1. I WILL protect Duke Confidential Information in any form. I WILL follow federal and state statues and regulation and Duke Policies, procedures and other privacy and security requirements ("Duke Policies").
        - 11.2.2. I WILL NOT post, discuss, or otherwise share any Confidential Information, including patient pictures or videos, financial or personnel information on any social media sites such as Facebook or Twitter. I WILL NOT post Confidential Information including patient information or pictures on Duke-sponsored social media sites without the appropriate patient authorization in accordance with management approval and Duke Policies and procedures.
        - 11.2.3. I WILL NOT take any pictures of patients for personal use with devices or other methods.
        - 11.2.4. I WILL complete all required privacy and security training.
        - 11.2.5. I WILL ONLY access information that I need to perform my job responsibilities or services at Duke.
        - 11.2.6. I WILL NOT access, show, tell, use, release, e-mail, copy, give, sell, review, change or dispose of Confidential Information unless it is part of my job responsibility or to provide service at Duke. I WILL follow Duke Policies (such as shredding confidential papers using confidential Shred-it™ lock bins or deleting electronic files from devices) and only access/use the minimum necessary of the information to complete the required task.
        - 11.2.7. When my work or service at Duke ends, I WILL NOT disclose any Confidential Information, and I WILL NOT take any Confidential Information with me if I leave or am terminated.
        - 11.2.8. If must take Confidential Information off Duke property, I WILL do so only with my supervisor's permission and/or in accordance with Duke policies and procedures. I WILL protect the privacy and security of the Confidential Information in accordance with Duke Policies and I WILL return it to Duke.
        - 11.2.9. If I have access to Duke computer system(s), I WILL follow the Secure System Usage Memos*.
        - 11.2.10. I WILL NOT use another's User ID (Net ID) or password to access any Duke system and I WILL NOT share my User ID (Net ID) password or other computer password with anyone.
        - 11.2.11. I WILL create a strong password** and change it in accordance with Duke Policies. I WILL notify DHTS Security Office and change my password at once if I think someone knows or used my password. I WILL ask my supervisor if I do not know how to change my password.
        - 11.2.12. I WILL tell my supervisor and OIT or DHTS Security Officer if I think someone knows or may use my password or if I am aware of any possible breaches of my user name or password. I WILL report suspected breaches of confidentiality to my supervisor or the Compliance Office. (for more information on examples of Breach of Confidentiality go to: https://egrc.duhs.duke.edu/default.aspx?requestUrl=..%2fGenericContent%2fRecord.aspx%3fid%3d205802%26moduleId%3d65
        - 11.2.13. I WILL log out or secure my workstation when I leave the computer unattended.
        - 11.2.14. I WILL ONLY access Confidential Information at remote locations in accordance with Duke Policies.
        - 11.2.15. If I am allowed to remotely access Confidential Information, I AM RESPONSIBLE for ensuring the privacy and security of the information at ANY location (e.g., home, office, etc.).
        - 11.2.16. With the exception of accessing Duke email on a personal smartphone (e.g., iPhone or Android device) or tablet (e.g., iPad), I WILL NOT store Confidential Information on non-Duke systems including on personal computers/devices. I WILL immediately report any lost or stolen device, personal or otherwise, that was used to access Duke resources.
        - 11.2.17. I WILL NOT maintain or send Confidential Information to any unencrypted mobile or portable storage device in accordance with Duke Policies.
        - 11.2.18. I UNDERSTAND that my access to Confidential Information and my Duke e-mail account may be audited.
        - 11.2.19. If I receive personal information through Duke e-mail or other Duke systems, I AGREE that authorized Duke personnel may examine it, and I do not expect it to be protected by Duke.
        - 11.2.20. I UNDERSTAND that Duke may remove or limit my access to Duke's computer system(s) at any time.
        - 11.2.21. I UNDERSTAND that the annual vaccination against influenza is a condition of employment at DUHS. Staff who choose not to be vaccinated or otherwise do not declare an acceptable exemption face disciplinary action up to and including termination from employment.
12. I understand that my failure to comply with this agreement may result in the termination of my relationship with Duke and/or civil or criminal legal penalties. By signing this, I agree that I have read, understand and will comply with this agreement in addition to all the other terms of this Trainee Agreement.
13. I understand that my training program may require that I participate in providing clinical care at Duke Regional Hospital, Duke Raleigh Hospital, and other Health System hospitals, facilities and/or programs. This statement is to authorize Duke University and Duke University Health System, Inc. to provide any

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information including, but not limited to, information from my personnel file as maintained by the Office of Graduate Medical Education at Duke University Hospital, insurance and claims history information, and any other information relating to my service as a graduate medical trainee at Duke University Hospital to these facilities.

Entire Agreement. Unless otherwise expressly set forth herein, this Agreement embodies the complete agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understanding of the Parties, written or oral, which may have been related to the subject matter hereof in any way.

14. Forum. Both Trainee and DUHS hereby irrevocably and unconditionally (i) consents to submit to the exclusive jurisdiction of the courts of the State of North Carolina for any proceeding arising in connection with this Agreement and each such Party agrees not to commence any such proceeding, except in such courts, and (ii) waives any objection to the laying of venue of any such proceeding in the courts of the State of North Carolina.

* Secure System Usage Memo – Memo published annually by Duke Medicine's Information Security Office to provide an overview of the information security policies, standards, and procedures that apply to all Duke Medicine faculty, staff, students, and affiliates. Memo can be located at: https://intranet.dm.duke.edu/dhts/iso/SitePages/SSUM.aspx.

ACCEPTED AND AGREED:

_____
Jane Smith Doe
Trainee

_____
Jason Smith, M.D.
Program Training Director

_____
Catherine M. Kuhn, M.D.
Director, Graduate Medical Education

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