



**DEPARTMENT OF THE NAVY
NAVAL MEDICAL CENTER SAN DIEGO
Residency/Fellowship Training Contract of Appointment**

THIS CONTRACT of APPOINTMENT, dated as of, is entered into by and between _____ (hereinafter referred to as “GME Resident/Fellow”) and **Naval Medical Center San Diego, 34800 Bob Wilson Dr. San Diego, CA. 92134.**

WITNESSETH:

WHEREAS, this contract of appointment sets forth obligations and expectations of the GME resident/fellow, including without limitation, academic, clinical, ethical, humanistic, scientific and professional obligations, in connection with the Resident/Fellow Physician’s appointment and possible reappointment to the _____ Program (hereinafter referred to as “residency/fellowship program”).

WHEREAS, this contract of appointment further sets forth obligations and expectations of Naval Medical Center San Diego (NMCS D) in connection with providing an appropriate environment for residency/fellowship training; and

WHEREAS, various policies and procedures are referenced herein and may be revised, amended or newly issued from time to time for notice and compliance by all resident/fellows, and may be accessed at the Naval Medical Center San Diego Graduate Medical Education SharePoint site, Residency/Fellowship Program Handbook, Residency Program Director or Naval Medical Center San Diego Office of Graduate Medical Education.

NOW, THEREFORE, intending to be legally bound, Naval Medical Center San Diego and GME resident/fellow agree as follows:

1) **Term of Contract**

This contract of agreement shall be in effect beginning _____ and shall continue until _____. The term of this agreement may not exceed one (1) year unless renewed or extended by NMCS D by written amendments of this Contract.

2) **Conditions for Reappointment and Promotion to a subsequent PGY level (Renewal or Extension of Contract)**

The resident will be provided a performance evaluation at appropriate intervals, at least bi-annually, that will include documentation of promotion to a subsequent PGY year. The criteria and provisions for reappointment and promotion to the next PGY level (including renewal or extension of this contract of agreement) is dependent upon satisfactory progress in meeting established specialty milestones and competencies by the program’s respective Clinical Competency Committee and Program Director. NMCS D shall use best efforts to notify GME resident/fellow at least one-hundred and twenty (120) days

prior to the expiration of the current term of the Contract regarding renewal or non-renewal of this Contract and, if renewed, the term of such renewal. However, if the primary reason(s) for the non-renewal occurs within the four months prior to the expiration of the then current term, the GME resident/fellow shall be provided with as much notice of non-renewal intent as the circumstances will reasonably permit. In any event, nothing herein contained shall be construed to confer upon GME resident/fellow an automatic right to extension of this contract for a subsequent residency year or part thereof. Residents have the right to grieve any recommendation for adverse action in accordance with the NMCS D GMEC Resident Grievance Procedures and Due Process Policy and BUMEDINST 1524.1B located on the NMCS D GME SharePoint site.

3) **Termination of Contract and Due Process**

- (a) GME resident/fellow may terminate this contract voluntarily by providing no less than sixty (60) days prior written notice to the Program Director.
- (b) NMCS D may terminate this contract via the Residency/Fellowship Program's termination process as outlined in BUMEDINST 1524.1B and command policy. NMCS D may terminate this Contract with or without notice should GME resident/fellow fail to attain and retain all requirements of training; see Section 7 herein.
- (c) NMCS D may terminate this Contract immediately and without notice in the event GME resident/fellow is charged with or convicted of a serious misdemeanor or felony or enters a plea of no contest (nolo contendere) to same, or commits serious misconduct in any forum and of any type where inimical to the Residency/Fellowship Program or Department of the Navy Policy and NMCS D institutional standards (in the sole determination of the command Graduate Medical Education Committee (GMEC) before or during the term of this agreement).
- (d) A GME resident/fellow who is terminated from the Residency/Fellowship Program may request fair and reasonable review of that decision under BUMEDINST 1524.1B and NMCS D GMEC Grievance Procedures and Due Process Policy.
- (e) The Chief Bureau of Medicine and Surgery or their duly appointed representative may terminate this contract without notice at any time in the interest of National Security and as the mission of the Department of the Navy may dictate.

4) **Level of Training Appointment**

The Program Director is responsible for determining the GME resident/fellow level of training appointment and the specific assigned duties therewith. By this contract, the GME resident/fellow is appointed as a PGY ___ in the _____ Residency/Fellowship Program.

5) **Terms of Residency and Duration of Appointment**

Terms of residency will be that period of time set by specialty boards for the duration of clinical training and specified in the "Essentials of Accredited Residencies" for eligibility for board certification. The duration of appointment period for GME is also indicated on the military orders issued to each resident by the Naval Personnel Command (NPC). Acceptance of these orders constitutes the resident/fellow's agreement to remain on active duty for the period of obligated service. Extension of training requires approval by NMPDC and concurrence of NPC. Continuation in the program will be for the expressed period unless the resident/fellow:

- (a) Fails to maintain an acceptable level of performance and/or clinical competence, and requires an extension of training;
- (b) Requires excessive time "out of training" (e.g., convalescent leave) for which the training must be extended; or
- (c) Fails due course selection for promotion to the next higher officer grade.

(d) Is unable or fails to maintain full military medical readiness requirements to include PFA/BCA.

6) **Resident/Fellow Benefits (pay, board funding, leave, liability, health care)**

(a) **Pay-** The Department of the Navy shall provide pay, allowances and benefits in accordance with law and Department of Defense Financial Management Regulation 7000.14R Volume 7A Military Pay Policy- Active Duty and Reserve Pay. Additional pay and allowance for medical officers are provided per OPNAV Instruction 7220.17.

(b) **Board Funding-** Qualified residents will be sponsored for participation in appropriate professional examinations for certification by specialty boards. Information regarding eligibility and funding requests can be found at:

<http://www.med.navy.mil/sites/nmpdc/professional-development/SitePages/Non%20BSO18%20Funding.aspx>

(c) **Leave-** Military members are generally encouraged to take at least two weeks of annual leave each year. NAVMEDCEN SDIEGOINST 1050.1G provides command policy and procedures for the administration of leave, including annual leave, emergency leave, parental leave, and convalescent leave. MILPERSMAN 1050 provides higher authority Navy guidelines for paternity leave. ALNAV 053/15 provides Navy guidelines for maternity leave.

- Maternity leave includes the provision of up to 126 days of convalescent leave.
- Paternity leave will be granted in accordance with MILPERS Manual 1050-430.

PGY1 residents in good standing are allowed a maximum of two weeks of leave. Program Directors will authorize leave in compliance with the above references and with specialty board eligibility requirements. In general, a minimum of two weeks and a maximum of four weeks per year are allowed for training programs. Excessive time away from training may result in extension of the training program.

(d) **Liability-** U.S. Navy (and other military service) active duty uniformed residents/fellows assigned to a training institution and who perform their training under TAD orders issued by the U.S. Navy and are affected by a Memoranda Affiliation Agreement (MAA), remain an employee of the United States and perform duties within the course and scope of their federal employment. Consequently, the provision of the Federal Tort Claims Act (Title 28, U.S.C., sections 1346(b), 2671-2680), including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions of Navy residents/fellows while acting within the scope of duties pursuant to the MAA, unless the MAA specifically states that liability will be provided by the civilian training institution. Residents/Fellows named in a lawsuit related to duties performed under training should notify the Command Judge Advocate's Office immediately.

(e) **Healthcare Coverage-** Health care benefits are provided for military personnel and their families within the scope of law and agency policies. Healthcare can only be legally provided to beneficiaries of the military health system.

7) **GME Resident/Fellow Prerequisites to begin training**

Eligibility to begin training outlined in this Contract requires at least the following:

- (a) The GME resident/fellow's ability to demonstrate that he/she is a graduate of an accredited medical/osteopathic school.
- (b) The GME resident/fellow at the PGY-2 level and above must possess a valid unrestricted state medical license in accordance with law and Navy Medicine policy.

- (c) The GME resident/fellow's ability to demonstrate he/she is fit for duty, including the passing of the Physical Fitness Assessment (PFA) in accordance with OPNAVINST 6110.1J prior to and for the duration of this agreement. Failure to meet PFA requirements could result in termination from the training program and possible discharge from Naval Service.
- (d) Satisfactory completion of initial and random periodic drug testing to rule out the use of non-approved substances under applicable Department of the Navy ZERO TOLERANCE Drug Policy.
- (e) Provide copies of official transcripts, medical school diploma, state license and other documents as appropriate that may be requested by the NMCS D GME Office or Program Director.
- (f) Meet pre-training specialty milestones
- (g) Agree to required obligated service for training in accordance with DOD Instruction 6000.13 series
- (h) Selection approved by the Graduate Medical Education Selection Board

In circumstances where GME resident/fellow has not met eligibility requirements prior to start date, this contract of agreement shall become null and void at the sole discretion of NMCS D.

8) **Responsibilities of Resident/Fellows in Training**

Appointment as a NMCS D Resident/Fellow Physician is an honor associated with previous accomplishments and presumed capabilities as well as with significant continuing obligations hereunder by which the Resident/Fellow agrees to perform and obtain competencies, including without limitation, summarized as follows:

- (a) Provide the Program Director written notification of any change in status regarding prerequisites in section seven above regarding education, license, and fitness for duty.
- (b) Meet the specialty milestones and core competency requirements of residency/fellowship training.
- (c) Commit to an environment of patient safety and quality improvement by participating in inter-professional root cause analysis teams and inter-professional quality improvement initiatives.
- (d) Complete History and Physicals and medical records on a timely basis as directed by the Program Director and Faculty
- (e) Always seek and utilize appropriate supervision.
- (f) Adhere to ACGME and NMCS D GM EC Policies and Procedures for Resident Duty Hours monitoring and Compliance, as well as individual program policies, procedures, and monitoring protocols.
- (g) Obtain and maintain a valid, unrestricted U.S. State medical license in accordance with BUMEDINST 6320.66E. PGY-1 residents must complete STEP III of the USMLE or AOA Part III examination and applied for a state license by 30 June at the end of PGY-1 year of training. The cost of licensure is the responsibility of the resident.
- (h) Perform at a level commensurate with the level of training and responsibilities assigned by the Program Director.
- (i) When on rotation become familiar with and abide by the rules, regulations, policies and practices of NMCS D and each hospital or healthcare facility participating site, including without limitation, those on HIPAA ([Pub.L. 104-191](#), 110 [Stat.](#) 1936) compliance, Disaster Plan, Fire Safety, Radiation Safety and Electrical Safety.
- (j) Ensure that all rotations performed away from NMCS D are done under valid Temporary Additional Duty (TAD) orders.
- (k) Abide by the overall rules, regulations and practices of the Department of the Navy, NMCS D, and its affiliated institutions that relate to postgraduate education, including the NMCS D Medical Staff Policy and Procedures (Medical Staff By-Laws) NAVMEDCEN SDIEGOINST 6010.12E.
- (l) Immediately notify the Residency/Fellowship Program Director in the event the Resident/Fellow Physician becomes aware of any circumstance that may cause NMCS D or any participating hospital or healthcare facility site to be noncompliant with any federal, state or local laws, rules or regulations or the standards of any accrediting bodies to which it is subject.

- (m) Exercise utmost good faith with respect to maintaining the confidentiality of information and materials learned or acquired by virtue of providing services pursuant to this Agreement, including, but not limited to business affairs of the Department of the Navy and NMCS D and any participating hospital or healthcare facility site. Confidentiality of patient related information must be maintained in accordance with all applicable federal and state laws, including the Health Insurance Portability and Accountability Act of 1996.
- (n) Accept no payment or compensation of any kind or nature from patients or third party payers or any other sources for performance or any services rendered pursuant to this agreement.
- (o) Authorize the program director/designee as necessary to access appropriate training institution's records to obtain written documentation/confirmation of prior education and/or training.
- (p) Return all property of NMCS D or any hospital or healthcare facility participating site at the time of the expiration or in the event of termination of this agreement.
- (q) Within a reasonable time, not to exceed 3 years after graduation from residency/fellowship, the Resident/Fellow Physician is required to obtain ABMS or AOA specialty board certification.
- (r) Resident/Fellows selected for GME training, who upon entry into or after commencement of GME training, that fail to meet Navy Physical Fitness standards per reference (c) or have committed misconduct will immediately be terminated from GME training and may be subject to disciplinary and administrative action that could lead to separation from Naval Service. Requests for reinstatement will not be considered. Officers who are cleared of any misconduct will be required to apply to the Joint Service Graduate Medical Education Board for consideration and selection to GME training.
- (s) I understand and agree that if separated from Naval Service, I am responsible for repayment in full of all education benefits received from the U.S. Government paid directly to me or on my behalf. At a minimum the U.S. Government will seek reimbursement for the full amount paid for tuition, book allowances, monthly stipend, and bonuses. I further understand and agree this is a non-waiverable requirement.

9) **Responsibilities of Naval Medical Center San Diego**

- (a) NMCS D shall use its best efforts to exhibit institutional commitment to graduate medical education by providing a program of education that meets standards established by the appropriate accreditation bodies, including but not limited to the Accreditation Council for Graduate Medical Education (ACGME), and Specialty Boards of Residency/Fellowship Programs.
- (b) NMCS D shall use its best efforts to provide the Resident/Fellow Physicians with a reasonable opportunity to fulfill the obligations set forth in Section 8.
- (c) NMCS D shall use its best efforts to maintain its staff and affiliated facilities in a manner designed to meet the standards established by the appropriate recognized accrediting and approving bodies.
- (d) NMCS D shall provide on-call quarters within the hospital when Resident/Fellow Physician is required to be physically present at a hospital or healthcare facility. Such on-call quarters are to be occupied only at those times that the Resident/Fellow Physician is scheduled for on-call duty. On-call rooms are not to be used as a residential facility or for any other personal use.
- (e) NMCS D Residency/Fellowship Programs will assign resident/fellow responsibilities based on current ACGME Duty Hour requirements. The Residency/Fellowship Program will abide by NMCS D Institutional policy on Duty Hours which is located on the NMCS D GME SharePoint site.
- (f) NMCS D Residency/Fellowship Programs will provide regular evaluation and feedback as to the Resident/Fellow Physician's status performance within his/her program.
- (g) NMCS D Residency/Fellowship Programs will award academic credit in accordance with ACGME Institutional and Specialty requirements.
- (h) NMCS D will provide, upon proper authorization and request, verification of appointment-related information to appropriate organizations, e.g. state boards, specialty boards, medical staffs, health providers, etc. consistent with Resident/Fellow's performance in the Residency/Fellowship Program.

- (i) NMCS D will facilitate Resident/Fellow access to appropriate and confidential counseling, medical and psychological support services, as needed. Residents/Fellows may self-refer for mental health care services. Please refer to the GME Housestaff Council SharePoint site for details.
- (j) The Residency/Fellowship Program will abide by NMCS D Institutional policy on impairment. The Resident/Fellow Physician will be educated regarding physician impairment, including substance abuse, at orientation and as a part of the Residency/Fellowship Program curriculum.
- (k) In accordance with the ACGME requirements, NMCS D provides policies and procedure regarding the closure/reduction of the residency program, located on the NMCS D GME SharePoint page.

10) **Resident/Fellow Evaluation, Promotion, Remediation, Suspension and Termination**

The Resident/Fellow Physician is expected to provide the necessary effort to perform at or above a satisfactory level in the Residency Program and meet established specialty milestones. The Resident/Fellow Physician's performance will be evaluated regularly with periodic feedback provided. Resident/Fellow Physicians in good standing will be eligible for promotion to the next level of responsibility and ultimately to be awarded a certificate of graduation from the Residency/Fellowship Program.

Resident/Fellow Physicians who have performed at a lower than satisfactory level or fail to meet program requirements and specialty milestones for progress approval as determined by the Program Director, may be provided with an opportunity for remediation and performance improvement.

Resident/Fellow Physicians who fail to improve may be required to extend their training (extension in the residency program may require additional obligated service), or may be placed on probation, suspended or terminated. Resident/Fellow Physicians engaged in unacceptable or egregious misconduct, as determined by the Program Director in consultation with the ACGME Designated Institutional Official, review by the GMEC and approval of the Commander/Commanding Officer, may be immediately suspended or terminated. The specific processes for evaluation, promotion, remediation, suspension and termination within the Residency Program should be outlined in the departmental policy manual or otherwise described by the Program Director.

11) **Resident/Fellow Duty Hours**

NMCS D's policy and procedures for resident duty hour monitoring and compliance (effective June 2013) located on the GME SharePoint page recognizes that the structuring of duty hours and call schedules must focus on patient safety, continuity of care and the educational needs of the resident. Duty hours policy will be consistent with ACGME Institutional, Specialty, and Common Program Requirements; i.e. an average of no more than 80 hours per week. Duty periods for PGY1 residents must not exceed 16 hours in duration. PGY2 and above residents/fellows must not exceed a maximum of 24-hours duty plus 4-hours for continuity purposes. In addition, PGY2 residents/fellows and above must not be assigned on-call in-house duty more often than every third night and on average, all residents must have at least one day out of seven free of patient care duties.

The use of the term "average" will apply to either one month (or 4 week block) or to the length of rotation on a particular service, whichever is longer. Residents must assist the program and institution in tracking their duty hours. Residents have an obligation to report situations which subject them to excessive stress, or which might violate ACGME, NMCS D, or program duty hour rules. Such reports should be made to the resident/fellow's respective Program Director. Residents may also contact the Director for Professional Education/Designated Institutional Official, and/or the Command PGY1 Advisor, and/or the Housestaff Council President directly. Anonymous reports may also be filed via the Command's Waste, Fraud, and Abuse hotline at 619-532-6082.

12) **Compensated Work Outside of Residency (Moonlighting)**

Resident/Fellow Physicians are not authorized to moonlight. Article 1-22 of the Manual of the Medical Department and NAVMEDCEN SDIEGOINST 5370.8 prohibit moonlighting by residents. These instructions are available on the NMCS D Housestaff Council SharePoint site.

13) **Physician Impairment**

As required by OPNAVINST 5350.7, “zero tolerance” will be enforced for drug and alcohol abuse. NAVMEDCEN SDIEGOINST 5350.4D provides a comprehensive policy for the detection and deterrence of drug and alcohol abuse.

14) **Non-Discrimination**

NMCS D complies with all applicable federal, state and local laws and regulations relating to non-discrimination in employment. NMCS D does not and will not discriminate on the basis of race, color, age, sex, sexual orientation, religion, ancestry, citizenship, national origin, marital, familial, veteran status, or any other characteristic protected by applicable law with respect to any aspect of employment. Please see the Command Managed Equal Opportunity SharePoint site for more information: <http://nmcsd-as-spfe05/sites/cs/cmeo/default.aspx>.

15) **Sexual Harassment**

NMCS D strives to provide training to all Resident/Fellow Physicians in an environment that is free from sexual, racial, ethnic or other prohibited harassment. All allegations of sexual harassment will be thoroughly and discretely investigated per Department of the Navy policy and applicable federal laws. Please see the Command Managed Equal Opportunity SharePoint site for more information: <http://nmcsd-as-spfe05/sites/cs/cmeo/default.aspx>.

16) **Resident/Fellow Physician Grievance**

Residents have the right to grieve any recommendation for adverse action by grieving in accordance with the NMCS D GMEC Resident Grievance Procedures and Due Process Policy located on the GME SharePoint site. Adverse action, such as probation, suspension or termination will occur in accordance with the NMCS D GMEC Resident Grievance Procedures and Due Process Policy and BUMEDINST 1524.1B, Policies and Procedures for the Administration of GME Programs, which includes guidelines for GME performance standards and stipulates due process.

17) **Illness/Injury and Prolonged Absence from the Program**

Any illness or injury related to Residency/Fellowship Program involvement must be reported immediately to the Program Director or his/her designee and the NMCS D Office of Graduate Medical Education. In instances where there is a prolonged absence (periods which cause a delay in meeting the milestones and requirements of specialty boards and ACGME program requirements for satisfactory completion of training), the program director will investigate the circumstances and recommend necessary action to the GMEC. The GMEC, with CO endorsement, is the approving authority for any extension in residency training. The GMEC will notify Navy Medicine Professional Development Center (NMPDC) who will subsequently notify Naval Personnel Command (NPC). A resident may continue to accrue obligated service for the time spent in leave of absence status. Academic credit will be considered on an individual basis by the Program Director in consultation with the ACGME

Designated Institutional Official for NMCS D and approved by the Commander/Commanding Officer in accordance with State Licensing and Specialty Board requirements.

18) **Gender**

Whenever the context hereof requires, the gender of all words shall include the masculine and/or feminine.

19) **Strict Performance**

No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Contract, but each and every covenant, condition, agreement and term of this Contract shall continue to full force and effect with respect to any other existing or subsequent breach.

20) **Captions and Constructions**

The captions used as headings of the various paragraphs hereof are for convenience only, and the parties agree that such captions are not to be construed to be part of this agreement or to be used in determining or construing the intent or context of this agreement.

21) **Severability**

If any clause, sentence, provision, or other portion of this Contract is or becomes illegal, null, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in force and effect.

22) **Entire Agreement**

This Contract supersedes any and all prior contracts or agreements, either oral or in writing, between the parties with respect to the subject matter hereof, and contains the entire contract of agreement between the parties relating to said subject matter.

23) **Controlling Law**

The sovereign laws of the United States hereunder shall in all respects govern this contract of agreement, the interpretation and enforcement thereof, and the rights of the parties.

24) **Express Acknowledgement**

Resident/Fellow Physician hereby acknowledges that she/he has read and understands the terms contained in this contract, all attachments hereto, and all applicable policies and procedures referenced herein including those found at the previously referenced NMCS D GME SharePoint site and any other policies and procedures applicable to the Residency/Fellowship Program.

IN WITNESS WHEREOF, the parties hereto accept the terms and conditions herein and have caused this Contract to be executed on the day and year herein above first written.

Date

Resident/Fellow Physician

Date

Program Director

Date

DIO or Institutional GME
Representative