

OHSU MOONLIGHTING AGREEMENT

This OHSU MOONLIGHTING AGREEMENT (Agreement) is made and entered into as of the ____ day of _____, _____, by and between OHSU School of Medicine Department of _____ (“Resident/Fellow’s Department”), the OHSU School of Medicine Department of _____ (“Moonlighting Department”), the OHSU Office of Graduate Medical Education (“GME Office”), and _____, M.D. (“Resident/Fellow”). The parties of this Agreement shall collectively be referred to herein as “Parties” and individually as “Party.”

RECITALS

WHEREAS Resident/Fellow is a physician who has an unlimited license to practice medicine in the State of Oregon or the state in which he or she will provide services under this Agreement;

WHEREAS Resident/Fellow is enrolled in an OHSU School of Medicine program that is a Graduate Medical Education (“GME”) program accredited by the Accreditation Council for Graduate Medical Education (“ACGME”) and/or for which an American Board of Medical Specialties member organization offers a certificate (the “GME Program”);

WHEREAS the services that Resident/Fellow provides as a part of the GME Program are performed in the Resident/Fellows’ Department;

WHEREAS Resident/Fellow wishes to provide clinical services for patients of the Moonlighting Department, services which are unrelated to the GME Program;

WHEREAS Moonlighting Department wishes to obtain such services of the Resident/Fellow for its patients and are willing to pay for Residents/Fellows’ services; and

WHEREAS Resident/Fellow’s Department is agreeable to having Resident/Fellow perform services unrelated to the GME Program in the Moonlighting Department, subject to the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises and representations set forth herein, the Parties intending to be bound agree as follows.

AGREEMENT

1. Scope of Services

A. For purposes of this Agreement, the following services shall be “Moonlighting Services”:

B. The Moonlighting Services will be performed at the following OHSU location(s):

C. The Parties understand and agree that the Moonlighting Services shall be unrelated to Resident/Fellow’s GME Program; if being billed to a third-party payor, shall be furnished only in an outpatient setting or emergency department; and shall be identifiable physician services, which if payment is to be sought from Medicare, meet the conditions for payment of physician services to beneficiaries in hospitals set forth in federal Medicare regulations. If Moonlighting Services are provided in the inpatient setting, the Parties understand and agree that payment from a third-party payor (including Medicare) will not be sought for the services provided by the Resident/Fellow or by an attending physician as a teaching physician of the Resident/Fellow.

D. The Parties also understand and agree that Moonlighting Services shall only be provided in the State of Oregon unless Resident/Fellow is fully licensed to practice medicine in another State, in which case Moonlighting Services may be provided in that state in accordance with such licensure.

2. Moonlighting Department’s Responsibilities

A. On or before the 10th day of each month, Moonlighting Department shall provide a written summary to the Resident/Fellow’s Department identifying Moonlighting Services performed by the Resident/Fellow during the preceding month.

B. The Moonlighting Department agrees that no payment shall be sought from any payor for services of a teaching physician in connection with Moonlighting Services.

- C. The Moonlighting Department shall ensure that Moonlighting Services are furnished by Resident/Fellow in his or her capacity as a physician, not as a resident/fellow and that such services are billed as physician services when furnished in an outpatient setting or emergency department.
- D. The Moonlighting Department shall pay the Resident/Fellow a separate salary or wages for Moonlighting Services in accordance with the terms set forth in Exhibit A to this Agreement, which is attached hereto and incorporated herein by this reference.

3. Resident/Fellow's Department Responsibilities

- A. The Resident/Fellow's Department shall retain documentation provided by the Moonlighting Department pursuant to Section 2(A) as a part of the department's records on the Resident/Fellow.
- B. The Resident/Fellow's Department agrees that no payment shall be sought from any payor for services of a teaching physician in connection with Moonlighting Services.

4. Resident/Fellow's Responsibilities

- A. Resident/Fellow agrees to provide the Moonlighting Services as described in this Agreement.
- B. Certain visas do not allow a resident or fellow to perform moonlighting services. If Resident/Fellow holds a visa to work in the United States, he or she hereby represents that such visa allows Resident/Fellow to render Moonlighting Services.
- C. The Resident/Fellow shall record his or her programmatic duty hours and hours performing Moonlighting Services in the GME Office's residency management system for the month in which Moonlighting Services are provided to avoid exceeding the 80-hour work week ACGME requirements. On such report, the Resident/Fellow shall clearly identify the Moonlighting Services as separate from services provided as a part of the GME Program.

5. GME Office's Responsibilities

- A. The Office of Graduate Medical Education Office at OHSU ("GME Office") coordinates resident appointments and assignments.
- B. The GME Office shall ensure that time spent by the Resident/Fellow providing services in the Moonlighting Department shall not be included in OHSU's full-time equivalency count for medical residents for the purposes of indirect or direct GME payments.
- C. The GME Office shall be responsible for maintaining a fully executed copy of this Agreement and any communications related to renewing this Agreement.
- D. The GME Office shall be responsible for monitoring Resident/Fellow's duty hours for ACGME compliance purposes.

6. Term/Termination

- A. The term of this Agreement shall be one (1) year, commencing on the ____ day of _____, _____. This Agreement may be renewed for successive one (1) year terms with prior written consent of the Parties, which consent may be provided via electronic mail by authorized representatives of each Party.
- B. Any Party may terminate this Agreement without cause with 90 days written notice to the other Parties.
- C. The GME Office may terminate this Agreement at any time if it determines that the Resident/Fellow has exceeded the ACGME 80-hour work week requirements.
- D. This Agreement shall terminate immediately if the Resident/Fellow ceases to be fully licensed to practice medicine in the state where services are provided under this Agreement. No party to this Agreement shall seek payment for Moonlighting Services provided by the Resident/Fellow on or after the date the Resident/Fellow ceases to be fully licensed.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

OFFICE OF GRADUATE MEDICAL EDUCATION
at Oregon Health & Science University

Name: Christopher Swide, M.D.
Title: Associate Dean of Graduate Medical Education
Designated Institutional Official
Professor, Anesthesiology & Perioperative Medicine

Date

MOONLIGHTING DEPARTMENT:

DEPARTMENT OF: _____

Name: _____

Title: _____

Signature: _____

Date

RESIDENT/FELLOW'S DEPARTMENT:

DEPARTMENT OF: _____

Program Name: _____

Program Director: _____

Signature: _____

Date

RESIDENT/FELLOW:

Name: _____

Signature: _____

Date

Program Name: _____

REVIEWED & APPROVED BY:

HEALTHCARE SYSTEM

at Oregon Health & Science University

Name: John G. Hunter, M.D.

Title: Executive Vice President, OHSU
Chief Executive Officer, OHSU Healthcare

Date

EXHIBIT A

Resident will be paid \$ ____ for each “shift” worked under this Agreement during the term. For purposes of this Agreement, a “shift” is _____.

\$95/hr for weekday shifts

\$105/hr for weekend shifts

\$105/hr for holidays, plus \$200 flat bonus