

**Graduate Medical Education**

**Resident Employment Agreement**

This Graduate Medical Education Resident Employment Agreement (“Agreement”), is made and effective <<startdate>>, between Adena Health System (“Hospital”), an Ohio nonprofit corporation and <<firstname>> <<middlename>> <<lastname>>, <<credentials>> (“Resident”), an individual.

**RECITALS**

A. The Resident is a graduate of a medical school who has been accepted for enrollment in an advanced graduate medical training program in the <<program>> (“Program”);

B. Hospital is an institution engaged in providing medical care services, and institutions offering programs in graduate medical education must assume responsibility for the educational validity of all such programs;

C. Graduate medical education requires that the Resident be directly involved in providing patient care under supervision in an institution that accepts responsibility for the quality of its education program;

D. Satisfactory completion of this one (1) year of graduate medical education is necessary for the receipt of a diploma or advancement to the next level of the graduate medical education program;

E. The activities of the Resident in the Program are recommended by the American Osteopathic Association (“AOA”) and Accreditation Council for Graduate Medical Education (“ACGME”) and specialty societies that govern medical education;

F. During his/her training, the Resident will, as described below, receive an annual stipend and additional educational support, the amount of which is not related to the nature of services the Resident renders or the number of hours he/she spends in patient care;

G. The Resident and Hospital agree that their relationship is solely educational; and

H. Excellence in patient care must not be compromised or jeopardized by the needs and prerogatives of the Program, nor should the educational mission be compromised by an excessive reliance on the Resident to fulfill institutional service obligations.

NOW, THEREFORE, in consideration of the above promises and for valuable consideration, it is mutually understood and agreed by the parties that the following terms and conditions will govern the operation of the Program:

**1. Program Description**

 (a) Duration of Program: The term of this Agreement begins on <<startdate>> and ends on <<enddate>>. (“Term”).

(b) Field of Graduate Medical Education: <<program>>

(c) Level of Training: <<status>>

**2. Educational Support**

(a) Annual Stipend Rate. The Resident will be paid an annual stipend of <<compensation>> less applicable taxes and deductions, which will be paid in bi-weekly installments.

(b) On-duty meal allowance. Hospital will provide an annual food allowance of one thousand dollars ($1,000) to the Resident to defray the cost of meals.

(c) Professional Development Fund. The resident is entitled to reimbursement of up to $1,500 annually for the purchase of educational materials. Requests for reimbursement must be approved by the Resident’s Program Director.

**3. Benefits**

The following are benefits that are provided by the Hospital to its Resident during the Term of this Agreement. Note that there may be changes in the terms of the benefits provided or the costs of same upon notice during the term of this Agreement.

(a) Professional Liability Insurance. Hospital will obtain and pay for professional liability insurance coverage for the Resident for the duration of his/her training and within the scope of his/her Program activities pursuant to this Agreement in amounts not less than $1,000,000 per claim and $3,000,000 in the aggregate. Hospital will also provide at its cost and expense “tail liability” coverage for the Resident for all Program activities. The professional liability insurance covers the legal defense and protection against awards from claims related to your approved program activities, but it does not provide coverage for any activity beyond the scope of the Program (e.g., outside moonlighting). The Resident will cooperate fully with the insurance agents and any attorney engaged by the Hospital in the handling of any professional liability claim, both during and after the term of this Agreement. Hospital maintains full authority over the defense or settlement of any claims for professional liability arising from activities conducted in the course and scope of employment pursuant to this Agreement.

(b) Health/Dental/Vision Insurance. The Resident is eligible to choose from among various health, dental, and vision insurance programs made available by the Hospital, at the Resident’s cost of the monthly premiums.

(c) Life Insurance. The Hospital will provide group life insurance equal to the Resident’s annual educational stipend. Additional term life insurance is available at cost to the Resident.

(d) Disability Insurance. The Hospital will provide Short-term disability insurance to Resident upon completion of four (4) consecutive weeks of employment. Resident may purchase long-term disability insurance after six (6) months of continuous employment.

(e) Paid Time Off (“PTO”). In compliance with the Medical Education Department’s Paid Time Off Policy, the Resident is entitled to 20 days of PTO during the term of this Agreement. PTO includes vacation, certain holidays, sick and other unexpected absences. A Resident must use PTO time as approved by the Resident’s Program Director during the term of this Agreement, and no unused PTO will be paid out at the end of the academic year or carried over to the next academic year. When it is anticipated that an extended leave is necessary for medical/personal reasons, with the Program Director’s permission, the individual Resident may use remaining PTO time. Residents must coordinate absences with his/her Program Director to ensure that he/she meets accreditation requirements and applicable specialty board requirements. Extended absences in an academic year may, at the Program Director and Hospital’s discretion, result in an extension of the training program. Additionally, absences from the Program may affect eligibility for certification boards. The Resident should consult the Program Director regarding certification requirements in the Program prior to any extended absences.

(f) FMLA Benefits. The Resident is entitled to benefits under the Hospital’s Family and Medical Leave of Absence Policy (“FMLA”), as may be amended from time to time. Other medical or personal unpaid leave may be granted with the approval of the Resident’s Program Director, consistent with ACGME’s and AOA’s regulations, as applicable, only after the Resident has exhausted all of his/her PTO benefits. Makeup time and/or repeat of training shall be determined by the Resident’s Program Director, consistent with ACGME and AOA regulation.

(g) Other Benefits. Resident may participate in other benefits on the terms they are made available to Hospital’s employees from time to time.

4. **Hospital’s Obligations**

(a) Representations and Warranties. Hospital represents and warrants to Resident that: (1) the primary purpose of the Program is educational; (2) the Program is accredited by the ACGME and AOA; (3) the Program meets all applicable Ohio license requirements; and (4) it will designate a Program Director who will be responsible for the overall supervision and training of the Resident.

(b) Environment of Training. Hospital will provide a suitable environment for Program training consistent with the standards promulgated from time to time by the ACGME and AOA in the “Basic Document on Postdoctoral Training” or as stated in the specialty affiliate “Basic Standards.”

(c) Resident Involvement. Hospital will provide its Residents the opportunity to participate in areas of concern for patient care through appropriate Hospital councils or committees.

(d) Quality Improvement and Risk Management Activities. Residents are required to participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Resident’s Program Director or the Director of Risk Management, and to provide such statistical information as may be required to fulfill the Quality Improvement/Risk Management efforts of Hospital.

(e) On-Call Rooms/Dress Code. The Hospital will provide on-call rooms for residents to use during the term of this Agreement.. The Resident will be subject to the dress code described in the Resident’s Manual and in the dress code policy distributed by Hospital to all Residents. Hospital shall provide uniform coats for the residents to wear pursuant to such dress code.

(f) Impairment and Substance Abuse Education. Hospital will provide the Resident with an educational program regarding physician impairment, including substance abuse. Hospital will inform the Resident of, and make available, Hospital’s written policies for handling physician impairment, including impairment related to substance abuse.

(g) Sexual Harassment Policy. Hospital has established a policy not to permit or condone remarks and/or activity concerning unwelcome sexual advances, requests for sexual favors, or any other conduct of a sexual nature. Such policy, which will be made available to the Resident, defines and prohibits sexual harassment and sets forth a protocol whereby complaints of sexual harassment and exploitation may be addressed in a manner consistent with the law and due process. Such policy on sexual harassment may be changed by Hospital from time to time.

(h) Hospital-Sponsored Counseling. Hospital provides its employees, including Residents, access to participation in its sponsored counseling, medical, psychological, and other support services on a confidential basis, including matters relative to impairment. These services are described in Hospital’s policy, a copy of which will be made available to the Resident, which sets forth the various forms of employee assistance provided by Hospital. Such policy may be changed by Hospital from time to time, as appropriate.

(i) Statement of Equal Opportunity. Hospital complies with the applicable provisions of Title VII of the Federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, and Ohio labor laws.

(j) Academic Standards. Hospital shall determine the academic standards required for satisfactory progress through each year of study and for the completion of the requirements. These shall be in accordance with applicable accreditation requirements for the Program and relevant specialty board requirements

**5. Resident’s Obligations**

(a) Pre-Program Documentation.

Resident understands and agrees that the commencement of this Agreement is contingent upon Resident’s successful completion of Hospital’s credentialing process. Resident shall provide to the Hospital the documents and information the Hospital requires to carry out the credentialing process, which shall include, but not be limited to (1) medical school diploma; (2) medical school transcripts; (3) proof of citizenship or appropriate visa; (4) immunizations; (5) recent physical examination; (6) National Provider Identification (NPI) number and (7) a State and Federal Background Check. Resident’s failure to provide requested documentation and/or to successfully complete Hospital’s credentialing process shall automatically render this Agreement null and void and of no further force or effect.

 State of Ohio Training Certificate: In addition, Resident must acquire and maintain the appropriate State of Ohio Training Certificate (at Resident’s expense) as defined by the Ohio Medical Practice Act prior to starting the Program. Resident will not be permitted to begin the Program under any circumstances until the appropriate license has been obtained. If such certificate is suspended for any reason, Resident must notify Hospital immediately of such suspension. Failure to comply with this requirement will be grounds for immediate suspension or termination of this Agreement. The State of Ohio grants the training certificate for the length of the Program with an automatic extension of 14 days at the end of the Program, for the benefit of orientating the new incoming Resident. It shall be the sole responsibility of Resident to ensure that such certificate is renewed each Program year.

(b) Duty Hours. Hospital is responsible for promoting patient safety and education through carefully constructed duty hour assignments and faculty availability. Hospital and Resident will abide by all ACGME and AOA requirements regarding duty hours and the work environment for Resident as applicable.

(c) Assignments/Rotations. Assignments and rotations will be carried out by the Resident as defined by the Designated Institutional Official/Director of Medical Education/Program Director under the guidelines of the ACGME and AOA and the respective specialty affiliates Evaluating Committee.

(d) Standards and Expectations. Resident will abide by all applicable statutes and administrative rules of the State of Ohio relating to the practice of medicine. Resident must comply in all his/her activities under the Program in compliance with the ACGME’s and AOA’s standards and expectations of behavior and comply with Hospital’s expectations which include, but are not limited to the following:

(1) Residents must strive for excellence in all aspects of patient care. This implies that the Resident maintains a professional demeanor and conduct when in direct patient care and in communication with family members, faculty and Hospital staff.

(2) Residents should encourage and maintain an environment of courteous respect and collaboration, acknowledging the skills of other members of the healthcare team. The demonstration of attitudes and actions contrary to this would be detrimental to the educational program and are unacceptable.

(3) Discussion of a patient’s clinical issues should be conducted away from direct patient care areas to protect patient confidentiality. Discussions in hallways or any other place within the hearing of others is unacceptable.

(4) No Resident should leave patients under his/her care unattended; mistreat or misuse confidential information; or release confidential information to unauthorized persons. Unauthorized access to information in any of Hospital’s computer systems is grounds for termination.

(5) Resident understands that to become certified in a field of medicine, he/she must complete the requisite pre-doctoral education, satisfactorily meet the graduate medical education training requirements, demonstrate clinical competence in the care of patients, meet licensure and procedural requirements, and pass the required certification examination by the specialty board. Information on eligibility and application for certification examination requirements can be found on each specialty board’s website.

(e) Continuation and/or Promotion in the Program. Promotion in the Program is contingent upon the following:

(1) Satisfactory academic and professional performance by the Resident. All programs have formal evaluation procedures consisting of any or all, but not limited to the following: formal written evaluations by medical staff/faculty physicians; scheduled written examinations; scheduled oral examinations; practical examinations at the bedside; formal conference presentations; and professional and personal characteristic reports. In addition, each Resident should expect to review his/her performance with the Resident’s Program Director or designee at least once during the academic year or as dictated by ACGME and AOA requirements. Any makeup time must be completed at the end of the contracted year and/or before promotion to the next level of training. A Resident receiving an inadequate evaluation may be required to repeat the rotation/assignment to obtain approval for progression by the Program Director.

(f) Graduation from Program. A certification of graduation from the Program will be contingent upon the Resident having completed – on or before the date of completion – all necessary assignments, logs, medical records, and returned all Hospital property and settled all financial obligations.

(g) Medical Records. In compliance with the bylaws of Hospital’s Medical Staff, the Resident is required to complete medical records. The Resident will comply with all Hospital, Program, and Medical Staff policies regarding the completion of medical records. Completion of the medical record, including dictation of a discharge summary, is an integral component of medical care and is part of the Resident’s responsibilities. A medical record not completed within the time specified in the guidelines is delinquent. Resident will be subject to suspension from the Program for having three (3) or more delinquent charts. Any suspension of Resident for delinquent charting will require additional training time at the end of the training period equivalent to the time period(s) of suspension, for which Resident will not be eligible for additional compensation.

(h) Compliance with Laws, Regulations, Accreditation. Resident acknowledges that Hospital has certain obligations in connection with applicable laws, regulations and accreditation standards, including but not limited to the Patient Self-Determination Act, The Health Care Quality Improvement Act, the Health Care Surrogate Act, The Ohio Hospital Licensing Act and related regulations, the Emergency Medical Treatment and Active Labor Act, the Ohio Sexually Transmissible Disease Control Act, the Safe Medical Devices Act, the Medicare Anti-Kickback Statute and safe harbor regulations, the Ohio medical Waste Act, Occupational Safety and Health Administration regulations, Medicare and Medicaid eligibility and reimbursement requirements, legal requirements applicable to the maintenance of Federal and state tax exempt status, the standards of Joint Commission (or other applicable accrediting organization), and all applicable labor and civil rights laws. Resident further acknowledges that Hospital from time to time may adopt policies, procedures and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards. Resident agrees to cooperate fully with Hospital in its compliance with all applicable laws, regulations and accreditation standards, as may be enacted or amended from time to time, and with all implementing policies, procedures and/or documentation requirements now in existence, or as may be adopted or amended by Hospital from time to time.

(i) Policies/Standards/Employee Physical/Drug Screening. Resident will comply with all policies applicable to Hospital’s exempt employees, including: (1) the requirement that an Resident must complete an employee physical examination prior to beginning employment; (2) compliance with Hospital’s Sexual Harassment Policy; and (3) compliance with Hospital’s Parking and Dress Code Policies, all in accordance with the most recently revised version of such Hospital policies. Resident is also subject to Hospital’s policy pertaining to drug screening of employees as such policy may be amended from time to time. Failure to pass drug screening pursuant to the provisions of Hospital policy will result in not hiring or termination of employment. The results of a positive drug screen will be subject to applicable legal reporting requirements, including any reporting requirements of the Ohio Department of Professional Regulation. Resident will honor and abide by all other approved, published policies and procedures of Hospital, as may be adopted or amended from time to time. Resident will conduct himself or herself in a professional manner consistent with Hospital’s standards. Resident acknowledges that it is the express policy of Hospital to prohibit discrimination on the basis of race, color, sex, religion or national origin. If applicable, the Resident will not allow Hospital to be used for the performance of abortion, euthanasia or direct surgical sterilization, nor will Resident provide any other services at Hospital that contravene the healthcare policies of Hospital as expressed in Hospital and Medical Staff Bylaws and Rules and Regulations.

(j) Development of Program Study. Resident will develop a personal program of study and professional growth with guidance from the teaching medical staff and demonstrate ability to assume graded and increasing responsibility for patient care. Further, Resident will participate in safe, effective, and compassionate patient care under supervision, commensurate with the level of advancement and responsibility.

(k) Participation in Hospital Committees and Conferences. Upon the direction of the Program Director, Resident will participate in Hospital committees and councils or other meetings of the Medical Staff, especially those that relate to patient care review activities. All Residents are required to attend program didactics and educational offerings including noon conferences, Morbidity & Mortality Conferences, and scheduled in-services.

(l) Cost Containment. Resident must exert his/her best efforts to apply cost containment measures in the provision of patient care.

**6. Moonlighting**

Moonlighting is defined as extra, compensated work that the Resident performs outside of his/her duties under the Program. Moonlighting privileges are only permitted to second, third- and fourth-year Residents, and then only at the discretion of the Resident’s Program Director. All moonlighting must be within the total hours allowed under regulations and ACGME and AOA guidelines which state as follows:

(a) Resident’s work schedules must not exceed 80 hours per week averaged over a four-week period;

(b) Assigned work periods should not exceed 24 consecutive hours;

(c) One (1) 24-hour period of scheduled nonworking time per week (7 days) must be provided; and

(d) Resident must have eight (8) hours of nonworking time between scheduled shifts.

**7. Termination**

(a) Termination by Hospital for Cause: Hospital may terminate the Agreement immediately for any of the following reasons:

1. Professional incompetence of the Resident;
2. Termination of Resident’s medical staff privileges at Hospital;

3. Substantial breach of the terms of this Agreement by the Resident;

4. Serious neglect of duty or violation of Hospital rules, regulations or policies by the Resident;

5. Conviction of a crime thought by the Program Director to render the Resident unfit professionally to practice medicine;

6. Conduct by the Resident seriously and clearly prejudicial to the best interest of the Hospital;

7. Unapproved absence of the Resident from the Program;

If the Resident’s Program Director determines that the Resident has materially failed to comply with any specific obligations or intent of this Agreement, upon the consultation and approval with the Designated Institutional Official/Director of Medical Education will be authorized to terminate this Agreement or take such disciplinary action, including fines, as may be appropriate. Any disciplinary actions shall be subject to the policies and procedures of the Hospital for residents. Such disciplinary action and/or termination will be in writing to the Resident. If it is determined that any action by the Resident can seriously affect immediate patient care, a termination or suspension will become immediate, subject to review per Hospital’s policies and procedures.

(b) Termination of Agreement by Resident. Resident may terminate this Agreement for significant breach by Hospital or failure of Hospital to provide a quality graduate medical education program in compliance with the ACGME’s and AOA’s requirements for postdoctoral education. The Resident’s Program Director, upon consultation with the Designated Institutional Official/Director of Medical Education, may allow the Resident to terminate this Agreement upon 60 days written notice for other legitimate reasons. Upon receipt of such notice, Hospital may elect to terminate the Resident immediately and waive such notice period. In such an event, the Agreement and Resident’s privileges at Hospital will terminate immediately.

(c) For Disability. Hospital, by written notice to the Resident, may terminate this Agreement during the incapacity of the Resident due to illness or injury, at any time after the continuation of such incapacity for more than 60 days, or upon exhaustion of any leave to which the Resident is entitled during such incapacity under Hospital’s FMLA policy, whichever occurs at a later time.

(d) Grievance Procedures. Hospital has established a grievance procedure whereby the Resident may resolve, in a fair and equitable manner, a dispute or disagreement with the Resident’s Program Director, Designated Institutional Official/Director of Medical Education or Hospital concerning the interpretation, application or enforcement of this Agreement, or Hospital’s established bylaws, policies, rules and regulations.

(e) Nonrenewal of Agreement. In instances where a Resident’s placement in the program is not going to be renewed, the Resident’s Program Director will provide the Resident with a written notice of intent not to renew no later than four (4) months before this Agreement expires. However, if the cause for nonrenewal occurs within the four (4) months before the Agreement ends, then the Resident’s Program Director will provide the Resident with as much written notice of Hospital’s intent not to renew as the circumstances will reasonably allow, before the end of the Agreement.

(f) Program Closure. In the event the Program is closed or there is a reduction in the total number of Residents in the Program, Hospital will use its best efforts to allow the Resident to complete the Program at Hospital. In the event that continuation of the Program is untenable by Hospital, Hospital will utilize its best efforts to transfer Resident to a comparable program.

**8. General Provisions**

(a) Falsification of any information supplied to Hospital by the Resident as part of the entrance requirements of the Program, or assisting others in doing so constitutes grounds for immediate dismissal of the Resident from the Program.

(b) In compliance with the provisions of 42 U.S.C. § 1395 X(v)(l)(i) and 42 C.F.R. § 420.300 *et. seq*., Resident agrees to make available upon the written request of the Secretary of the Department of Health and Human Services or of the Comptroller General or any of their duly authorized representatives, this Agreement and any other books, records and documents that are necessary to certify to the above named the nature and extent of costs incurred by Hospital for services furnished by Resident for which payment may be made under Medicare, Medicaid or other reimbursement programs. The obligation of Resident to make records will extend for four (4) years after the finishing of such services according to this Agreement. In the event of a request by the Secretary or Comptroller General for access, Resident agrees to immediately notify and consult with Hospital concerning the response that will be made to such request.

(c) No provision of this Agreement will be construed in any manner whatsoever as an assurance of or guarantee of initial appointment to medical staff membership during or at termination of training.

(d) Hospital expressly acknowledges its obligations as a provider of healthcare and as an educational institution to maintain as confidential the records of the Resident. These records may be delivered to other healthcare treatment institutions or prospective employers only upon written request to Hospital by the Resident in such form as designated by Hospital. Records will be furnished to appropriate government agencies as required by law. Documents to be transmitted will be marked “Confidential”.

(e) The rights and obligations of Hospital under this Agreement will inure to the benefit and be binding upon the successors and assigns of Hospital. Resident may not assign or transfer his/her rights or obligations under this Agreement. Any assignment or transfer made in violation of the provision will be void.

(f) This Agreement may only be amended or altered in any of its provisions by mutual agreement of the parties hereto, and any such change will become effective when reduced to writing and signed by such parties or at such other time as such amendment(s) may provide.

 (g) The laws of the State of Ohio will govern this Agreement.**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their respective authorized officers, effective as of the day and year first written above.

**Adena Health System**

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Edward Onusko, M.D., Designated Institutional Official

<<program>> **Resident**

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