

GRADUATE EDUCATION PROGRAM AGREEMENT

This Graduate Education Program Agreement (“Agreement”), entered into this ____ day of ____, 201_, by and between Mercy Memorial Hospital Corporation, a Michigan nonprofit corporation (the “Hospital”) located at 718 North Macomb Street, Monroe MI 48162 and _____, (“Resident”), an individual residing at _____.

BACKGROUND INFORMATION

- A. The Hospital was organized and is operated for the purpose of providing hospital and dispensing facilities for the care of sick, afflicted, and injured persons, and, in effecting its purposes has established a Graduate Medical Education Department. In doing so, the Hospital sponsors the _____ Medicine Residency Program, which is accredited by the Accreditation Council for Graduate Medical Education (“ACGME”) and/or the American Osteopathic Association (“AOA”).
- B. Resident has graduated from a medical school approved by the ACGME, AOA or if Resident is an international medical graduate, Resident has been certified by the Educational Commission for Foreign Medical Graduates (“ECFMG”) as being ready to enter a residency program in the United States.
- C. The Hospital desires to enroll the Resident in its _____() year _____ Medicine Residency Program (“Program”), and the Resident desires to enroll in the Program upon the terms and conditions as hereinafter set forth.

STATEMENT OF AGREEMENT

The parties certify the accuracy of the above background information and agree as follows:

1. Terms of Appointment.

1.1 Commencement Date. Commencing on _____ (the “Commencement Date”) the Resident shall be appointed as a trainee in the Program, with clinical duties beginning _____.

1.2 Term. This Agreement shall be effective for a maximum period of twelve (12) months, expiring on _____ (“Expiration Date”). Although the parties anticipate that the Resident’s appointment pursuant to this Agreement will continue for the full twelve (12) month term, this Agreement may be terminated by the Hospital at any point in time for the grounds specified herein. Renewal terms, subject to the reappointment process, shall be documented in Exhibit E.

1.3 Conditions Precedent. As a condition precedent to appointment, the Resident must provide appropriate credentialing documentation to the Hospital prior to the Commencement Date. This Agreement may be declared a nullity by the Hospital and

shall not become effective if the Resident fails to provide the Hospital with all of the following credentialing documentation required for certification of eligibility:

- 1.3.1 A completed residency application.
- 1.3.2 An original medical school diploma.
- 1.3.3 An official medical school transcript, impressed with original medical school seal.
- 1.3.4. A Dean's letter from the medical school from which the Resident graduated.
- 1.3.5 A minimum of two (2) additional letters of reference from practicing physicians.
- 1.3.6 Proof of legal employment status (i.e., birth certificate, passport, naturalization papers, valid visa, etc.).
- 1.3.7 If Resident is an international medical school graduate, an original, current, and valid ECFMG Certificate.
- 1.3.8 Primary source verification of any prior GME training.
- 1.3.9 A completed Michigan Educational Limited License application, which includes controlled substance license, or an original Michigan State Medical Board license.
- 1.3.10 Any such other and further information as the Hospital may request in connection with Resident's credentials.
- 1.3.11 Documentation required by the Program in order to obtain the initial licensure for a resident with a programming level of _____.
- 1.3.12 A Drug Enforcement Administration ("DEA") number. This can be arranged either through the Hospital's pharmacy or directly through the federal government. The Resident shall report his/her DEA number to each pharmacy at the Hospital and all pharmacies at any other rotational site.

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 the Hospital. Any falsification of information in any way connected with Resident's application to, or performance in the Residency Program, shall result in discipline, up to and including termination from the Program.

1.4 Physical Examination. After all other conditions precedent have been satisfied and the Resident has been extended a conditional offer of appointment to the Program,

the Resident must submit evidence that he/she has submitted to a pre-appointment physical examination and received the required immunizations prior to the Commencement Date in full compliance with the Hospital's Pre-Placement Physical policy (Human Resources Policy No. 402) and all applicable federal, state, and local laws and regulations. Further, such evidence must demonstrate on the basis of this overall health status assessment, that it has been determined that the Resident is in sufficient physical and mental condition (as determined by a medical history, medical records, and medical examination) to perform the essential functions of appointment with or without reasonable accommodations.

2. **Resident Responsibilities.** In providing services and in participating in the activities of the Program, the Resident agrees to do the following:

2.1 Comply fully with the Hospital's institutional policies and procedures. Likewise, the Resident shall obey and adhere to the corresponding policies of all of the facilities to which he/she rotates.

2.2 Comply fully with the Principal Duties and Responsibilities as listed in Exhibit A, MMHS Resident Job Description and Promotion/Graduation Criteria.

2.3 Comply fully with all the Program and Hospital Policies and Procedures, as listed on the Hospital website.

2.4 Permit the Hospital to obtain from and provide to all proper parties any and all information required or authorized by law and by any accreditation body, and the Residents covenants not to sue the Hospital, its officers, directors, or other personnel for doing so. This covenant shall survive the termination or expiration of this Agreement.

Failure to comply with any of the provisions of this Paragraph 2 governing "Resident Responsibilities" shall constitute grounds for disciplinary action, including Resident's suspension or termination from the Hospital's staff at the Program's sole discretion. The Program, through its designees, may excuse the Resident from his/her obligation to perform all or part of this Agreement prior to the stated Expiration Date, provided that the Resident submits in writing his/her request; and provided that the Resident thereafter meets at reasonable times and places with the designated representative(s) of the Program for the purpose of discussing the reasons for the request to be excused from performing his/her obligation(s) under this Agreement. Resident understands that the Program may withhold academic credit for any incomplete academic year.

3.0 **Hospital Responsibilities.** The Hospital has the following obligations:

3.1 To provide a stipend and benefits to the Resident as outlined in Paragraph 6 below.

3.2 To use its best efforts, within available resources, to provide an educational training program that meets the ACGME's accreditation standards and/or the AOA's Basic Documents for Postdoctoral Training.

- 3.3 To use its best efforts, within available resources, to provide the Resident with adequate and appropriate support staff and facilities in accordance with federal, state, local, and ACGME, or AOA requirements.
- 3.4 To orient the Resident to the facilities, philosophies, rules, regulations, and policies of the Hospital and the Institutional and Program Requirements of the ACGME and the Resident Review Committee, or AOA.
- 3.5 To provide the Resident with appropriate and adequate faculty and Medical Staff supervision for all education and clinical activities. Refer to Academic Affairs policy #Tier 2/DW/MS/GME/014.
- 3.6 To maintain an environment conducive to the health, well being, security and personal safety of the Resident.
- 3.7 To evaluate, through the Program Director and Program faculty, the education and professional progress and achievement of the Resident on a regular and periodical basis. The Program Director shall present to and discuss with the Resident a written summary of the evaluations at least once during each six (6) month period of training or more frequently if needed in the judgment of the Program Director. Refer to Academic Affairs Policy #Tier 2/DW/MS/GME/012.
- 3.8 To provide a fair and consistent method for review of the Resident's concerns and grievances, without fear of reprisal, in accordance with Hospital Academic Affairs Policy #Tier 2/DW/MS/GME/007.
- 3.9 To provide educational programs for Residents regarding physician impairment, including substance abuse as described in Hospital Academic Affairs Policy #Tier 2/DW/MS/GME/001; and policy on sexual harassment, Hospital Academic Affairs Policy #Tier 2/DW/MS/GME/004.
- 3.10 To furnish to the Resident a Certificate of Completion of the Program, upon satisfactory completion of the Program and the satisfaction of the Program's requirements and the Resident's responsibilities contained herein (Refer to Exhibit A, section "Graduation", #1 Medical Knowledge and Academic Affairs Policy #Tier 2/DW/MS/GME/008).
- 4.0 **Duty Hours.** The resident shall perform all duties pursuant to this Agreement during such hours as the Program Director may direct in accordance with state and federal law, ACGME and AOA requirements as referenced in the Hospital's Academic Affairs Policy #Tier 2/DW/MS/GME/006 "Resident Duty Hours" and Exhibit B of this Agreement.
- 5.0 **Moonlighting.** Refer to Hospital Academic Affairs Policy #Tier 2/DW/MS/GME/003. Moonlighting activities are not covered under the Hospital's liability program.
- 6.0 **Financial Support and Benefits.** The Hospital shall provide the Resident with adequate financial support and benefits in accordance with the Department of Education's House Staff Manual and also in the following areas:

6.1 Stipend: The Resident shall receive \$_____ per annum, payable in twenty-six (26) equal payments. Deductions will be made according to federal and state requirements. The Resident shall not accept from any other source a fee of any kind for services provided to Hospital's patients, other than in accordance with the Hospital's Moonlighting Policy.

6.2 Leaves of Absence. Resident is entitled to leaves of absence for vacation, health, medical and professional reasons. Resident acknowledges that after any leave of absence, additional training may be required for successful completion of the Program or for Board Certification. The necessity of additional training will be determined by the Program Director (Hospital Academic Affairs Policy #Tier 2/DW/MS/GME/027).

6.3 Benefits. The Resident is entitled to Hospital employee benefits and specific Program benefits as described in Exhibit C of this Agreement. Benefits associated with renewal terms, if any, will be as described in Exhibit C. Hospital benefits for residents and their families will begin on the first recognized day of the residency program.

6.4 Confidential Support Program. The Resident shall have available to him/her the resources of the Hospital's Confidential Employee Assistance Program (Academic Affairs Policy #Tier2/DW/MS/GME/001).

6.5 Living Quarters. The Resident shall be responsible for securing housing and for any expenses incurred in relocating Resident or his/her family. Sleeping quarters shall be provided when Resident is "on-call" and for fatigue mitigation in accordance with Hospital Academic Affairs Policy #Tier 2/DW/MS/GME/022.

6.6 Professional Liability Insurance. MMHS shall provide the Resident with professional liability insurance coverage while the Resident is acting within the scope of his/her assigned Program activities, consistent with the coverage provided to other medical practitioners (Refer to Exhibit D of this Agreement "Certificate of Liability Insurance and Description of Medical Professional Liability").

In connection with the professional liability coverage provided by the Hospital:

6.6.1 The Resident agrees to cooperate fully with Hospital in connection with any matter that may possibly lead to a claim or litigation against Resident or Hospital, and to cooperate fully in the defense of lawsuits that arise in connection with the Resident's assigned activities. The Resident's failure to cooperate may result in personal liability.

6.6.2 If the Resident receives, or anyone with whom the Resident works or resides 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 Resident's assigned activities, the Resident agrees to immediately report this receipt to Hospital's Risk Manager or General Counsel and submit the document received to that office.

6.6.3 The Resident agrees to fully cooperate with the Hospital's Administration, Risk Management, Legal Services, all attorneys retained by the Hospitals, and all investigators, committees, and departments of the Hospitals in connection with the evaluation of patient care, review of an incident or claim, and preparation for litigation, whether or not the Resident is a named party to the litigation.

6.7 Termination of Benefits. Life and Accidental Death and Dismemberment Insurance terminates the last day of the month of the Resident's participation in the Program. Short Term and Long Term Disability shall terminate on the last day of the Resident's participation in the Program. Some conversion privileges are available to the Resident at the time of termination. Questions regarding benefits and/or conversion privileges should be directed to the Human Resources Department.

6.8 Modification or Discontinuation of Benefits. The Hospital reserves the right to modify or discontinue the benefits set forth under this Agreement, at any time, but any such change may be made on a prospective basis only and shall be uniformly applicable to all residents in the Program. The Resident will be advised of any such change in writing prior to its commencement.

6.9 Accommodations for Disabilities. The Hospital will provide reasonable accommodations for the Resident with disabilities in accordance with the Hospital's Human Resources Policy No. 405 "Equal Employment Opportunity".

7.0 **Reappointment.** The duration of this Agreement is for a period of twelve (12) months. Reappointment and/or promotion to the next level of training is in the sole discretion of the Program Director and is expressly contingent upon several factors, including but not limited to, the following: satisfactory completion of all training components (Exhibit A), the availability of a position, satisfactory performance evaluations, full compliance with the terms of this Agreement, the continuation of the Hospital's and Program's accreditation by the ACGME or AOA, the Hospital's financial ability, and furtherance of the Hospital's objectives.

7.1 Neither this Agreement nor the Resident's appointment hereunder constitute an option to renew or extend the Resident's appointment by the Hospital or a benefit, promise or other commitment that the Resident will be appointed to the Staff for a period beyond the termination date of this Agreement. Renewal terms, if any, shall be subject to the reappointment process, and shall be documented in Exhibit E.

7.2 In the event that the Program Director elects not to reappoint the Resident to the Program and this Agreement is not renewed, the Hospital shall attempt to provide the Resident with four (4) months advance written notice of its determination on non-reappointment; however if the primary reason for non-reappointment occurs within the four (4) months prior to the end of the Agreement, the Hospital shall provide the resident with as much written notice of intent to not reappoint as the circumstances will reasonably allow.

7.3 When non-reappointment is based on reasons other than the Resident's performance or his/her compliance with the terms of this Agreement, such non-reappointments when made by the Program Director shall be final and not subject to further appeal or review and shall not be grievable under Hospital Academic Affairs Grievance Policy #Tier 2/DW/MS/GME/007 and Due Process policy #Tier 2/DW/MS/GME/002.

7.4 When non-reappointment is based on the Resident's unsatisfactory performance or noncompliance with the terms of this Agreement, the Resident may contest such non-reappointment, in keeping with Hospital Academic Affairs Policy #Tier 2/DW/MS/GME/007.

7.5 In the event that the Hospital and/or Program is closed or discontinued, the Hospital shall comply with Academic Affairs Policy #Tier 2/DW/MS/GME/005, Residency Program Closure/Reductions in Size.

8.0 **Reporting Obligations.** The Hospital will comply with the obligations imposed by state and federal law and regulations to report instances in which the Resident is not reappointed or is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or impairment of patient safety or welfare.

9.0 **Miscellaneous.**

9.1 OBRA. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), the Resident agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services of the United States or the Comptroller General or any of their authorized agents, all books, documents and records necessary to certify the nature and the extent of the cost of the services rendered pursuant to this Agreement as required by federal statute or duly promulgated regulations.

9.2 Absence of Sanctions. Resident represents that he/she has not been sanctioned by or excluded from participation in any federal or state health care program, including, but not limited to, Medicare and Medicaid. Resident agrees that if he/she should become the subject of an investigation relating to health care fraud, abuse, or misconduct, or should be sanctioned by or excluded from participation in any federal or state health care program, including Medicare and Medicaid, he/she will immediately notify Hospital of such event and Hospital shall have the right to immediately terminate this Agreement without penalty or cost.

9.3 Taxes. The Hospital shall deduct appropriate items including FICA (Social Security) and applicable federal, state, and city withholding taxes, as well as any state disability insurance premiums.

9.4 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties regarding the matters contained herein and supersedes all prior agreements relating to the subject matter hereof and maybe modified only by a written instrument duly authorized and executed by both parties.

9.5 Notices. Any notices required or permissible under this Agreement shall be deemed proper if given in writing and hand delivered or sent via certified or registered mail, return receipt requested, addressed to the Hospital or Resident at the address first given above.

9.6 Construction. This Agreement shall be construed and enforced pursuant to the laws of the state of Michigan.

9.7 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

9.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the 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.

IN WITNESS WHEREOF, the parties have signed or caused this Agreement to be signed by their duly authorized representatives as of the date and year first written above.

RESIDENT

MERCY MEMORIAL HOSPITAL
CORPORATION

(Resident's name)

Date: _____

Name: _____

Date: _____

Name: _____

Program Director

Date: _____

I understand and have read the policies governing Graduate Medical Education ("GME") and Hospital employees on the Hospital's internal website <http://myplace.mercymemorial.org> . I understand these policies serve as the Graduate Medical Education Policy Handbook that may be referred to in this Agreement. I understand that I am bound by the policies contained on the website and all policies governed by the Hospital and applicable Hospital policies at which I rotate. I understand that policies may be changed, revised, or added upon implementation of this Agreement. I understand that I am governed by the most current GME and Hospital policies.

Signature of Resident: _____

Date: _____