

GRADUATE TRAINEE PHYSICIAN AGREEMENT

Henry Ford Health (HFH) offers a XXXXXX appointment and XXXXXX Graduate Trainee Physician (GTP) accepts appointment to the position under the terms and conditions stated herein.

I. HFH EDUCATIONAL RESPONSIBILITIES

HFH agrees to provide a medical education and training program (Program) designed to meet the applicable requirements of the Accreditation Council for Graduate Medical Education and/or other applicable certification or Board requirements. Information related to eligibility for specialty board examinations or certification requirements are available through each specialty.

II. TERM, STIPEND, POLICIES AND TERMINATION

- A. Term. The term of appointment is **XXXXXX to XXXXX**. In the event GTP is unable to meet all prerequisites, including work authorization and screening tests, and report for duty on **XXXXX**, this Agreement shall become void and terminate automatically and immediately. Appointment start date may only be modified at the sole discretion of the Designated Institutional Official (DIO). Any agreement to provide training or a training appointment beyond the term of appointment of this Agreement is at the sole discretion of the DIO. Upon GTP's satisfactory performance of all Program requirements and fulfillment of all obligations and responsibilities under this Agreement, GTP will be eligible for promotion.
- B. Stipend and Benefits. HFH shall provide, as sole compensation to GTP under this Agreement, a stipend for the term of this Agreement of **\$XXXXXXX** /year, payable bi-weekly and benefits in compliance with applicable requirements. All benefits are effective on the first day of GTP's employment, including professional liability insurance. GTP is required by HFH to contribute to the cost of benefits the same as all other HFH employees. Benefits include health insurance for GTP and their eligible dependents, disability insurance, vacation and leaves of absence including medical, parental and caregiver leaves of absence for GTP, confidential counseling and other support services. A meal allowance is provided for GTP based on in-hospital schedules. GTP may receive additional compensation for performing certain extra activities within the Program according to Medical Education policy. GTP shall neither solicit nor accept compensation from patients or other payors for services provided pursuant to this Agreement
- C. Policies. The Program and this GTP Agreement are governed by and subject to applicable HFH policies, including Medical Education policies, as in are effect from time to time. Policies include but are not limited to: Equal Opportunity Employment; Promotions; Grievances and Due Process; Leaves of Absence (including timely notice of the effect of leaves of absence on the ability of GTP to satisfy requirements for program completion); Clinical and Educational Work Hours; Moonlighting, Extra Shifts & Paid Call; Closures & Reductions; Accommodation for Disabilities; and Workplace Violence and Harassment. Policies are amended from time to time and are located on www.henryford.com and on the intranet at <https://onehenry.hfhs.org> ("Policies"). GTP agrees that the Grievances and Due Process Policy is the sole, final, and binding remedy for all grievances related to GTP's participation in the Program, including termination of this Agreement or non-promotion in the Program. GTP further agrees to comply with all applicable Policies including the system-wide Drug-free and Smoke-Free Workplace Policies. In the event of conflict, the Medical Education policies take precedence over other system policies. The terms of this Agreement shall take precedence over Medical Education Policies.
- D. Termination and Non-promotion:
1. The parties may terminate this Agreement by mutual consent at any time.
 2. GTP may terminate this Agreement upon 30 days written notice to HFH.
 3. Upon the occurrence of any of the events set forth below, this Agreement shall become void and terminate automatically and immediately, without right to appeal under the Grievances and Due Process Policy or any other rights of appeal:
 - a. misrepresentation or omission by GTP in seeking this appointment or a subsequent appointment;
 - b. conviction of GTP for any felony or for criminal offenses that relate to the GTP's professionalism, and or ability to perform the duties and responsibilities of their position;
 - c. breach of Section III B 9, III C, III D, III F, III G, III H, or III J, of this Agreement by GTP;
 - d. failure or refusal by GTP to submit to a mental or physical examination when requested by the Program Director based upon a reasonable belief that GTP's physical or mental status is perceived to be interfering with participation in the Program;
 - e. failure of GTP to pass the USMLE Step 3, COMLEX Level 3, APMLE part III examination as required by the Program, but no later than the end of the second postgraduate year of training;

- f. the death or incapacitating illness or disability of GTP;
 - g. the termination of a prior GTP agreement before the start date of this Agreement;
 - h. in the event of Program closure, in which case HFH shall follow the Program Closure Policy, if applicable.
4. HFH may determine to not promote GTP at the end of an appointment period due to failure to have participated for a sufficient amount of time or in the required clinical experiences. In such event, GTP shall not have the rights provided under the Grievances and Due Process Policy or any other rights of appeal.
 5. HFH may at any time, determine not to promote GTP, terminate this Agreement, and/or terminate GTP's further participation in the Program, for cause. In such event, GTP shall have the rights set forth in the Grievances and Due Process Policy.
 6. In the event of non-promotion, HFH shall attempt to give GTP one hundred twenty (120) days prior written notice. However, if reason for non-renewal occurs less than one-hundred and twenty (120) days before the end of this Agreement, HFH shall give GTP as much notice as possible.
 7. GTP's damages, if any, in the event of termination for any reason, shall be limited to the amount of unpaid stipend due under this Agreement.

III. GTP RESPONSIBILITIES

- A. GTP agrees to perform the customary duties of a GTP in accordance with Policies and federal and state laws and regulations, as amended from time to time.
- B. GTP specifically agrees to:
 1. Fully participate in Program activities and comply with the requirements of all applicable Boards.
 2. Develop a personal program of self-study and professional growth with guidance from the teaching staff.
 3. Participate in safe, effective, and compassionate patient care under supervision commensurate with GTP's level of advancement and responsibility.
 4. Assume, as required, responsibility for teaching and supervising other GTPs and students.
 5. Participate in HFH programs and activities involving the Medical Staff.
 6. Participate in HFH Medical Staff and Department committees as requested, especially those that relate to patient care activities.
 7. Submit to the Program Director at least annually, confidential written evaluations of faculty and educational experiences upon request.
 8. Personally fulfill and not delegate GTP's duties under this Agreement.
 9. Satisfy the terms of any requirements or conditions imposed upon GTP during any prior term of appointment.
 10. Inform HFH of any changes regarding the information submitted during the application process.
- C. GTP agrees to maintain a valid Michigan Educational Limited License AND associated Controlled Substance License OR a full Michigan Physician Medical License AND associated Controlled Substance License. GTP agrees to remain in good standing with and not be excluded from participation with the State of Michigan Department of Community Health, the Centers for Medicare and Medicaid and other Governmental payment programs. GTP agrees to immediately inform, both verbally and in writing, the Program Director and the DIO if any such license is withdrawn, or if any action, including notification of any complaint or the initiation of an investigation, is taken against GTP by the Michigan Board of Medicine, the State of Michigan Department of Community Health, the Centers for Medicare and Medicaid, or any other governmental or regulatory agency. A copy of said licenses must be filed in the Medical Education Office prior to the start date of this Agreement. GTP further agrees to notify immediately, both verbally and in writing, the Program Director and the DIO if any actions as set forth above are taken against any other professional license held by GTP.
- D. GTP understands and acknowledges that maintenance of valid immigration status is required and is the responsibility of GTP. GTP agrees to notify immediately, both verbally and in writing, the DIO of any change in immigration status.
- E. The GTP agrees to obtain and maintain current BLS and ACLS certification.
- F. GTP agrees to accept and complete assignments given by the Program Director or other supervisory

personnel. Duties, hours and on-call scheduling will comply with Policies and ACGME and/or other applicable clinical and educational work hour standards.

1. Assignment scheduling will be prepared by or under the direction of the Program Director and is subject to change.
 2. On-call scheduling will be prepared by or under the direction of the Program Director and is subject to change.
- G. GTP specifically agrees to comply with all Policies related to timely completion, confidentiality and handling of medical records.
- H. GTP agrees that all letters, correspondence, reports, studies, compilations and similar documents produced by GTP while at HFH shall be considered the property of HFH. GTP shall neither publish nor disseminate any article, nor divulge in public or private, nor to the press or other media, nor destroy, any information concerning HFH, its trustees, directors, employees or patients without the prior written consent of the DIO. Patient information is strictly confidential.
- I. GTP shall not use any trademarks or service marks belonging to HFH in advertising or for any other purpose without HFH's prior written consent.
- J. Consistent with the provisions of the Bylaws, Rules and Regulations of the Medical Staff of HFH charging Department Chairs with the responsibility to review the professional practices in HFH, GTP agrees to report promptly to the appropriate Department Clinical leadership any information relevant to the welfare of HFH and the care and treatment of its patients. GTP also agrees to report promptly any compliance concerns with financial and business practices.
- K. GTP may not claim individual right to any proprietary information developed while performing under this Agreement. In the event GTP does contribute to the development of a patent, copyright or other proprietary information, it will be considered a "work made for hire." Accordingly, GTP will assign such proprietary information to HFH in accordance with Policies concerning such proprietary information.
- L. If this Agreement is determined to be a contract which is subject to Section 1861(V)(I)(ii) of the Social Security Act, as amended from time to time, GTP agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, GTP shall retain and make available, upon written request, to HFH, the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States or any of their duly authorized representatives, this Agreement, books, documents and records of GTP which are necessary to certify the nature and extent of costs paid by HFH pursuant to this Agreement. In the event access to books, documents and records is requested by the Secretary, the Comptroller General, or any of their duly authorized representatives, GTP shall immediately notify and make available to HFH the books, documents and records.

IV. PROFESSIONAL LIABILITY COVERAGE

- A. HFH provides professional liability coverage for only for HFH-assigned duties performed by GTP pursuant to this Agreement and other activities specifically agreed to by the Risk Finance and Insurance Services Department (i.e., internal moonlighting, extra shifts, paid call, volunteer opportunities, internal elective rotations).
- B. HFH does not provide professional liability coverage for activities not assigned by HFH (e.g., non-HFH moonlighting), except GTP is covered while off premises if rendering care in a medical emergency for which GTP does not receive compensation (e.g., stopping and rendering care at an accident scene).
- C. In consideration for receiving professional liability coverage, GTP agrees to cooperate and participate in the defense of any claims arising out of GTP's training and other activities at or assigned by HFH. This obligation continues after GTP has left the Program and is not limited to claims directly involving GTP, but includes claims in which GTP has any involvement or knowledge.

V. ACTIVITIES OUTSIDE THE PROGRAM

GTP may engage in activities outside the Program, including but not limited to internal extra shifts or paid call or external moonlighting, only with written permission from the Program Director, which may be withdrawn at any time. Said activities must not interfere with the Program and must be in compliance with the applicable accreditation body and the clinical and educational work hour requirements and Moonlighting, Extra Shifts & Paid Call policy

- A. It is the GTP's responsibility to ensure that any external activity, irrespective of Program Director's approval, is consistent with the ethical standards of HFH and the medical profession. HFH does not provide professional liability insurance for any external activities irrespective of Program Director's approval, unless such activities are (1) directly for HFH or (2) specifically agreed to by the Risk Finance and Insurance Services Department.

VI. MISCELLANEOUS

- A. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties hereto and supersedes any and all prior and contemporaneous agreements between the parties regarding the subject matter hereof. No amendments shall be binding unless in writing and signed by the parties.
- B. Governing Law. This Agreement shall be governed by and construed according to the laws of and subject exclusively to the jurisdiction of the courts of the State of Michigan.
- C. Waiver of Breach. No waiver of any breach of any provision or condition of this Agreement, whether by course of dealing or otherwise, shall be effective unless evidenced by an instrument in writing duly executed by the party against whom such enforcement or waiver is sought. Waiver of breach of any term or provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
- D. Severability. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect.
- E. Survival of Terms. Notwithstanding the termination of this Agreement, Sections III F, III G, III H and IV shall remain in effect.
- F. Headings and Terms. The section headings contained in this Agreement are for reference purposes only and should not affect in any way the meaning or interpretation of this Agreement. Wherever in this Agreement the term DIO is used, it shall mean the DIO or their designee; Wherever in this Agreement the term Program Director is used, it shall mean the Program Director or their designee
- G. No Third-Party Beneficiaries. The parties have not entered into this Agreement for the benefit of any other individual or legal entity, nor do they intend that any third party be benefited by this Agreement.
- H. Non-discrimination. Each party agrees not to discriminate on the basis of religion, race, creed, national origin, sex, age, disability or any illegal criteria.

I have had the opportunity to read and understand this Agreement and I agree to comply with the provisions of this Agreement. I acknowledge that I have electronically signed this Agreement. I agree that an electronic (scan, PDF, photo) copy shall be as effective as an original. I confirm that I have not given anyone else permission to attach my electronic signature.

Graduate Trainee Physician

Designated Institutional Official