



## GRADUATE TRAINEE PHYSICIAN AGREEMENT

«ProgramName», «Length of program» month program

Henry Ford Health System (HFHMS), d/b/a Henry Ford Macomb Hospitals (HFMH) offers a «YearLevel» training appointment and «FirstName» «LastName» Graduate Trainee Physician (GTP) accepts appointment to the position under the terms and conditions stated herein.

### I. HFMH EDUCATIONAL RESPONSIBILITIES

HFMH agrees to provide a medical education and training program (Program) designed to meet the applicable requirements of the Accreditation Council for Graduate Medical Education, the American Osteopathic Association, the Council on Podiatric Medical Education and/or other applicable Board requirements. Information related to eligibility for specialty board examinations is available through each specialty college and may be accessed through the American Board of Medical Specialties ([www.abms.org](http://www.abms.org)), the American Osteopathic Association ([www.osteopathic.org](http://www.osteopathic.org)) or the Council on Podiatric Medical Education ([www.cpme.org](http://www.cpme.org)).

### II. TERM, STIPEND, POLICIES AND TERMINATION

- A. Term. The term of appointment is «BeginDate» to «EndDate». In the event GTP is unable to meet all prerequisites, including work authorization and screening tests, and report for duty on «BeginDate», this Agreement shall terminate automatically and immediately. Appointment start date may only be modified at the sole discretion of the Director of Medical Education. Any agreement to provide training or a training appointment beyond the term of appointment of this Agreement is at the sole discretion of the Director of Medical Education. 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. HFMH shall provide, as sole compensation to GTP under this Agreement, a stipend for the term of this Agreement of «Stipend»/year, payable bi-weekly and such other benefits as may be accorded from time to time by HFMH, including professional liability insurance; health, disability and other insurance; confidential counseling and other support services; vacation; a meal supplement for 24-hour in-house call; and other benefits as set forth in the House Staff Manual and Medical Education Policies. GTP shall neither solicit nor accept compensation from patients or other payors for services provided pursuant to this Agreement.
- C. Policies. GTP acknowledges that the provisions of the House Staff Manual and Medical Education Policies, as amended from time to time, apply to GTP, and GTP agrees to abide by same. The House Staff Manual is available to GTP for review in the Medical Education Office, on the Medical Education web page at [www.henryford.com](http://www.henryford.com) and on the intranet web page at <http://onehenry.HFMHs.org>. 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 Tobacco Free Workplace Policies. In the event of conflict, the House Staff Manual and Medical Education Policies take precedence over other system policies. The terms of this Agreement shall take precedence over the House Staff Manual and Medical Education Policies. The House Staff Manual includes, but is not limited to, policies related to the following: Equal Opportunity Employment, Promotions, Grievances and Due Process; Leaves of Absence; Duty Hours; Moonlighting, Extra Shifts & Paid Call; Closures & Reductions; Accommodation for Disabilities; Workplace Violence and Harassment.
- 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 HFMH.
  3. Upon the occurrence of any of the events set forth below, this Agreement shall 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 his/her position;
    - c. breach of Section III B 10, 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 III or COMLEX Step 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; or
    - h. in the event of Program closure in which case HFMH shall follow the Program Closure Policy, if applicable.
  4. HFMH may determine not to 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. HFMH 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, HFMH 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, HFMH 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 HFMH policies, procedures and federal and state laws and regulations including, without limitation, policies contained in the House Staff Manual and program-specific handbooks, as amended from time to time.
- B. GTP specifically agrees to:
  1. Fully participate in Program activities and to comply with the Program 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. Participate fully in the educational activities of the Program.
  5. Assume, as required, responsibility for teaching and supervising other GTPs and students.
  6. Participate in HFMH programs and activities involving the Medical Staff.
  7. Participate in HFMH Medical Staff and Department committees as requested, especially those that relate to patient care activities.
  8. Submit to the Program Director at least annually, confidential written evaluations of faculty and educational experiences.
  9. Personally fulfill and not delegate his or her duties under this Agreement.
  10. Satisfy the terms of any requirements or conditions imposed upon GTP during any prior term of appointment.
  11. Inform HFMH of any changes regarding the information submitted during the application process.
- C. GTP agrees to maintain a valid Michigan Educational Limited Medical 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 Director of Medical Education 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 Director of Medical Education 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 Director of Medical Education of any change in immigration status.
- E. 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 institutional policies contained in the House Staff Manual and are in compliance with the ACGME and/or other applicable duty 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.
- F. GTP specifically agrees to complete all medical record responsibilities in a timely manner in accordance with HFMH policy as promulgated from time to time. GTP may never remove a medical record from a Henry Ford Health System facility.
- G. GTP agrees all letters, correspondence, reports, studies, compilations and similar documents produced by GTP while at HFMH shall be considered the property of HFMH. 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 HFMH, its trustees, directors, employees or patients without the prior written consent of the Director of Medical Education. Patient information is strictly confidential.
- H. GTP shall not use any trademarks or service marks belonging to HFMH in advertising or for any other purpose without HFMH's prior written consent.
- I. Consistent with the provisions of the Bylaws, Rules and Regulations of the Medical Staff of Henry Ford Macomb Hospitals charging the Executive Leadership with the responsibility to review the professional practices in HFMH, GTP agrees to report promptly to the appropriate Executive Leadership member any information relevant to the welfare of HFMH and the care and treatment of its patients. GTP also agrees to report promptly any compliance concerns with financial and business practices.
- J. 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 HFMH in accordance with HFMH's policies and practices concerning such proprietary information.
- K. 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 HFMH, 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 HFMH 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 HFMH the books, documents and records.

#### IV. PROFESSIONAL LIABILITY COVERAGE

- A. HFMH provides professional liability coverage for HFMH assigned duties performed by GTP pursuant to this Agreement. Such coverage applies only to those duties assigned by Program Director and to approved HFMH activities outside the Program, (i.e., internal moonlighting, extra shifts, paid call).
- B. HFMH does not provide professional liability coverage for activities not assigned by HFMH (e.g., non-HFHS 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 HFMH. 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

- A. 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 duty hour requirements and Moonlighting, Extra Shifts & Paid Call Policy set forth in the House Staff Manual.
- B. 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 HFMH and the medical profession. HFMH does not provide professional liability insurance for any external activities irrespective of Program Director's approval.

#### 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 Program Director is used, it shall mean the Program Director or his/her 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.

**Henry Ford Macomb Hospitals**

\_\_\_\_\_  
Graduate Trainee Physician

By: \_\_\_\_\_  
Director of Medical Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_