

PHYSICIAN POSTGRADUATE TRAINING AGREEMENT

Ascension St. John Hospital d/b/a Henry Ford St. John Hospital ("Hospital"), a subsidiary of Henry Ford Health System ("Henry Ford"), offers the position described below and the undersigned Resident/Fellow (Resident Physician) accepts the position under the terms and conditions as stated below:

Position: **RESIDENT** Department: <<PROGRAM>>

Training Level Anticipated: Grad Year <<PGY>>

Salary Level: <<COMPENSATIONSTATUS>>

Effective Date: <<STARTDATE>>

Ending Date: <<ENDDATE>>

Annual Compensation: <<Compensation>>

1. **Conditions Precedent.** Although this agreement may be executed by the parties prior to the start of the agreement year, it is expressly understood and agreed that this agreement will be void unless:
 - 1.1 Resident Physician has successfully completed medical school, as evidenced by a signed diploma, completed all immigration requirements, as applicable, and shall obtain and maintain a State of Michigan physician's limited educational license prior to the start of each academic year. So long as the license is in process (pending), the Resident Physician may begin their training, but all orders and prescriptions must be co-signed by a senior resident or precepting physician; and
 - 1.2 If other than a first-year resident, Resident Physician has satisfactorily completed their prior graduate medical education, in the sole discretion of the Hospital Director of Medical Education or their representative; and
 - 1.3 Resident Physician completes all prerequisite education and training requirements (and provides documentation of completion via our electronic tracking system). Resident Physician successfully clears employment/pre-appointment screening requirements, including but not limited to, a criminal background check and drug screening, immunization requirements, and other required health screenings prior to the effective date listed above. Resident Physician is required to maintain updated certifications (including but not limited to BLS & ACLS), State Licenses and, if applicable, authorization to work in the United States throughout their training.
2. **Resident Physician's General Responsibilities.** Resident Physician agrees to perform to the best of their ability the customary responsibilities of a postgraduate resident physician at their level of training. Resident Physician shall meet the qualifications for resident eligibility and conduct as outlined by the following applicable accrediting bodies (ACGME, CPME, Joint Commission).
3. Resident Physician's responsibilities entail provision of care commensurate with Resident Physician's level of advancement and competence under the general supervision of appropriately privileged attending teaching staff including:

- 3.1 Participation in safe, effective and compassionate patient care;
- 3.2 Development of an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in the provision of patient care;
- 3.3 Participation in the educational activities of the training program, as appropriate assumption of responsibility for teaching and supervising other resident physicians and students, participating in Hospital orientation and educational programs and other activities involving the clinical staff, and additional educational opportunities, at the discretion of the programs' medical education committee, in accordance with the rules and guidelines established by that program;
- 3.4 Participation in Hospital committees and councils, if appointed, whose actions affect their education and/or patient care; and
- 3.5 Performance of these responsibilities in accordance with the established practices, procedures and policies of Hospital and those of its programs, clinical departments and other institutions to which the Resident Physician is assigned, including and among others state licensure requirements for physicians in training, where these exist. In addition, Resident Physician will comply with all applicable state, federal, and local laws, including without limitation, laws protecting the privacy and security of patient information, and standards required to maintain accreditation by relevant accrediting, certifying, or licensing organizations.
- 3.6 Resident Physician agrees to have scheduled USMLE Step 3 (MD) or COMLEX Part 3 (DO) or NBPME Part 3 (DPM) during the PGY year specified by their department.

Failure 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 will result in non-promotion to PGY3. The house officer will be placed on an unpaid leave of absence for up to 90 days until proof of passing score is received. Failure to pass will result in automatic resignation from the program.

- 3.7 Resident Physician further agrees to conform to hospital policies and procedures as outlined in the Hospital GME Manual and the applicable Resident Program Policy Manual.
 - 3.8 If the Resident Physician is not a citizen of the United States, they shall obtain a valid visa, or other appropriate and required authorization to work in the United States during the term of this Agreement. If during the term of this agreement, the visa status lapses, or changes to the extent that the Resident Physician is no longer authorized by law to work in the United States, the Resident Physician will be immediately removed from service pending successful resolution of visa issue. If a successful resolution cannot be reached, this agreement will be terminated.
4. **Teaching Responsibility.** The Resident Physician further agrees to conduct themselves at all times in a professional manner, including maintaining cooperative relationships with other residents, members of the attending staff, nursing staff and other Hospital employees, and avoiding and refraining from engaging in disruptive behavior. The Resident Physician shall at all times, strictly abide by all applicable

ethical standards, and avoid acts and omissions constituting professional misconduct under state licensing laws and regulations.

As part of their educational program, Resident Physicians shall assist and teach resident physicians junior to him/her, medical students, nurses, and paramedical personnel as requested by the department chief, program director, or chief resident, or as the occasion arises.

5. **Review and Evaluation: Conditions for Reappointment and Promotion to Subsequent PGY Level.**

5.1 **Periodic Evaluation.** Each Hospital department with an approved residency program has established a committee to evaluate the program's educational content and the progress and performance of each resident physician. Resident Physician shall be evaluated by attending staff physicians to whom they are assigned at the end of each rotation, and these evaluations and other factors shall be considered at least semi-annually by the department, as specified by the ACGME. After each review, the department committee will issue its determination as to whether Resident Physician performed satisfactorily and is educationally qualified to proceed in the program.

5.2 **Satisfactory Record.** A sealed certificate of training will be presented to Resident Physician at the occurrence of any of the following: (a) The end of a formal residency which was completed satisfactorily; (b) The end of a preliminary year completed satisfactorily; or (c) The end of a fellowship program completed satisfactorily.

5.3 **Unsatisfactory Record.**

a. **Letter of Time Spent.** A letter stating only that Resident Physician spent a specific amount of time at Hospital in a specified program will be given to Resident Physician if Resident Physician leaves the position under either of the following circumstances:

a. Resident Physician receives an unsatisfactory performance record; (b) Resident Physician is not offered another contract because of either an unsatisfactory performance record and a decision by the Program's Clinical Competency Committee that Resident Physician is not educationally qualified to proceed in the program.

b. **Committee Review.** If after review, the Program's Clinical Competency Committee decides to issue Resident Physician a letter of time spent only, Resident Physician will be notified of that decision by the Chair of the Clinical Competency Committee and will be given the opportunity to request a due process hearing.

c. **Due Process & Grievance Procedure.** In the event a due process hearing is requested, a due process committee consisting of the following members will be convened: (1) a Chief Resident, (2) the Chief Medical Officer of Medical Affairs, (3) the Director of Medical Education, (4) one attending physician chosen by the chief of the department, and (5) one attending physician from another department who is also a member of the Medical Staff Executive Committee and chosen by the President of the Medical Staff. Following such hearing, the due process committee will refer its report and recommendations to the Executive Committee of the Medical Staff of Hospital for a final decision. The opportunity to have a due process hearing is also offered if the Resident Physician is not promoted to the next postgraduate training level. The Due Process and Grievance Procedure is readily available in the GME Manual.

- d. Reporting. Consistent with Hospital policy, Hospital will comply with any and all local, state and federal regulatory agencies' reporting requirements regarding reportable incidents or actions.

6. **Moonlighting**.

- 6.1 Hospital discourages work outside of the Hospital postgraduate training program. All moonlighting requires a prospective, written statement of permission from the resident's Program Director be placed in the resident's file. Time spent in internal and external moonlighting must be counted towards the 80-hour maximum clinical and educational work hour limit.
- 6.2 Moonlighting is only permitted in accordance with applicable accrediting body and visa requirements.
- 6.3 If, in the opinion of the Resident Physician's Program Director or the Director of Medical Education, such activity interferes with Resident Physician's training and education, such activity shall be terminated. The determination that moonlighting is interfering with the Resident Physician's training and education shall be solely within the discretion of the Clinical Competency Committee and Resident Physician shall abide by such a decision.
- 6.4 Under no circumstances shall the Resident Physician carry on private practice in and department, or in the vicinity of, Hospital while participating in a Graduate Medical Education Program.
- 6.5 Resident Physicians are not required to engage in moonlighting as a condition of their participation in the residency-training program.
 - a. External Moonlighting. The Resident Physician must inform the Program Director of all external moonlighting activity in advance and a written attestation signed by the Program Director must be maintained in the Resident Physician's file. Resident Physicians engaged in external moonlighting must be licensed for unsupervised medical practice in the State of Michigan.
 - b. Internal Moonlighting. The Resident Physician must inform the Program Director of all internal moonlighting activity in advance and a written attestation signed by the Program Director must be maintained in the Resident Physician's file.

- 7. **Professional Liability Coverage**. Hospital will provide Resident Physician professional liability insurance or other coverage for claims arising out of Resident Physician's responsibilities assigned by the program director. No insurance coverage will be provided for activities outside the assigned training program. Hospital assumes no liability or responsibility for Resident Physician's activities outside the assigned training program. Liability coverage is expressly conditioned on Resident Physician's cooperation in the defense of any claim. Currently, professional liability coverage for Resident Physicians is provided through Henry Ford's insurance plan. Resident Physicians professional liability coverage shall include adequate insurance coverage for an extended reporting period ("Tail Coverage"). A detailed summary is provided in the Hospital GME Manual, which is readily available in the Medical Education Department.

- 8. **Benefits**. All benefits shall become effective upon the first day of employment, including professional liability insurance. Resident Physician and their eligible dependents shall be eligible to participate in

Hospital's benefits program allowing Resident Physician to choose a benefits package to meet their needs. The benefits from which Resident Physician may choose include health, dental, vision, life, accidental death and dismemberment, and disability benefits, a prescription drug program, and reimbursement accounts. A comprehensive summary of the benefit program is available in the Hospital employee portal. Prospective applicants are provided with a summary description of benefits at the time of interview. Participation in all benefit programs is governed by the master insurance contracts, summary plan documents and/or hospital policies and these documents shall be the sole and exclusive documents used to determine coverage and eligibility described above. Any changes made to the master insurance contracts shall also be applicable to this agreement.

9. **Absences.** Resident Physician must follow the guidelines of their department policy manual regarding absence for any reason. Resident Physician must report any absence from duty to the program. Return to work will be governed by current HR policy.
10. **Disability.**
 - 10.1 **Definition.** For the purpose of this agreement, "disability" means that the Resident Physician is unable to perform the customary responsibilities of a Resident Physician (as applicable) due to injury or illness. A presumption of disability shall arise during periods that Resident Physician shall be determined to be disabled and is receiving benefits under Hospital's disability benefit program.
 - 10.2 **Payment During Disability.** During periods of disability of less than the waiting period under Hospital's disability program, Resident Physician shall be paid their salary subject to limitations for paid time off for illness and injury in any year. After such waiting period has expired, if Resident Physician remains disabled, they shall receive only such payments as are provided under the applicable Hospital disability benefit program and Hospital shall have no further obligation to pay salary.
 - 10.3 **Physician Examination.** Hospital, or insurer underwriting its disability benefit program, shall have discretion to require Resident Physician to submit to medical examination at reasonable intervals by one or more physicians to confirm disability. Failure to comply with requests for such examinations shall be a breach of this agreement and may result in termination of disability benefits.
11. **Paid Time Off.** Resident Physician is entitled to four weeks (PTO) per academic year. PTO must not include more than 20 week days (Monday through Friday, No Holidays).
 - 11.1 PTO combines vacation and personal time into one account to provide greater flexibility in utilizing paid time off from work.
 - 11.2 Specific vacation scheduling is discretionary, and requests for vacation must be approved in writing by the chief or program director of the department to which Resident Physician is assigned. Requests, which will be reviewed in the context of the teaching requirements of the affected department and anticipated staffing shortages, may be denied.
 - 11.2 Requests for vacation should be submitted in accordance with department policy. It is to the program's discretion to approve vacation and time off requests.

- 11.3 Vacation time not used during the agreement period will be forfeited. No payment in lieu of actual time off will be made.
12. **Chart completion requirement.** In the interest of quality health care and other legal requirements, Resident Physician must remain compliant with the Joint Commission and Hospital requirements for chart completion.
13. **Substance Abuse.** Hospital does not condone substance abuse and/or chemical dependency among its resident physicians. By signing below, Resident Physician certifies that they are not currently using illegal drugs or legal drugs in an illegal manner. Involved Resident Physician will enroll in the Health Professional Recovery Program. Substance abuse and/or dependency may be grounds for dismissal from the training program.
14. **Harassment.** Complaints of harassment shall be addressed in a manner consistent with the law. The Sexual Harassment policy, as well as policies governing other forms of harassment are available and maintained by the Institution.
15. **Supplemental Provisions.** Any "Supplemental Provisions" listed shall be considered a part of this agreement.
16. **Agreement to Regulations, Policies and Procedures.** By signing below, Resident Physician certifies that they have received and agrees to abide and be governed by the Hospital GME Manual and the Resident Physicians applicable program policy manual, as they may be amended from time to time.
17. **Release from Liability.** By signing below, Resident Physician releases Hospital and its representatives from any and all liability related to or arising out of the release of information to licensing authorities and/or other hospitals or medical institutions regarding Resident Physician's service or performance during the term of this agreement.
18. **Explanatory Statements.** If this agreement is terminated prior to its expiration date for any reason, each party may submit an explanatory statement to the Accreditation Council on Graduate Medical Education and/or to the appropriate medical specialty board. Each party hereto releases the other from any and all liability and/or claims based upon or arising out of any such statements. Neither party will terminate this Training Agreement prior to its expiration date without providing the other party the opportunity to discuss fully all differences, dissatisfaction or grievances that may exist.
19. **Applicable Law, Merger, Waiver and Modifications.** This agreement shall be governed by Michigan law. If any term or provision of this agreement is illegal, invalid or unenforceable, the remainder of this agreement shall not be affected thereby. All prior agreements between the parties concerning the same subject matter, whether written or oral, are merged herein and shall be of no force and effect for the contract year described herein. The captions shall have no legal significance in the interpretation of this agreement. No modification, change or discharge of this agreement may occur orally, only by further written agreement of the parties. A waiver of either of the parties of any provision shall not waive the other. No person or entity, except the parties, shall be beneficiaries of any kind of the consideration or terms of this agreement. In no event shall Resident Physician assign any of their rights, powers, duties and obligations under this agreement without the receipt of the prior written consent of Hospital. This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Hospital.

****SUPPLEMENTAL PROVISIONS: RESIDENT PHYSICIANS ARE EXPECTED TO BE AVAILABLE FOR TRAINING ON JULY 1ST. IF FOR ANY REASON THE RESIDENT PHYSICIAN CANNOT BE AVAILABLE TO BEGIN THEIR TRAINING (I.E. DELAYED GRADUATION, VISA ISSUES, ETC) ON JULY 1ST, HOSPITAL HAS THE OPTION TO MAKE THIS AGREEMENT NULL AND VOID.**

IT IS SO AGREED:

Resident Physician Date
<<FIRSTNAME>> <<MIDDLENAME>> <<LASTNAME>>, <<CREDENTIALS>>

Program Director, <<Program>> Date
<<PROGRAMDIRECTOR>>, <<CREDENTIALS>>

Director of Medical Education Date
Ascension St. John Hospital d/b/a Henry Ford St. John Hospital
Elango Edhayan, MD

APPENDIX: LEAVE POLICIES

Because of the different types of leave potentially needed for physicians in postgraduate training, Hospital's policies for leave are found in different sections of this agreement, the GME Manual and departmental manuals.

Leaves due to disability and their criteria are also explained in this agreement and the comprehensive summary of benefits provided to the Resident Physician by the Hospital.

Resident Physicians are further informed of their salary continuation (short-term and long-term disability) during the annual enrollment period for their benefits.

The parental leave policy is outlined in the Hospital GME Manual. The amount of time for which leave can be granted without makeup time being required is dictated by each program's appropriate medical specialty board, along with the Resident Physician's Program Director. Extended leaves such as those available under the Family and Medical Leave Act of 1993 would, therefore, require discussions between the Program Director and the Resident Physician regarding the extent of time being taken and the need for make-up time. A number of ad hoc situations can occur under the umbrella of any of these areas. Typically, these are initially brought to the Program Director's attention by the Resident Physician. Through discussions between the Resident Physician, the Resident Physician's Clinical Competency Committee, Program Director and the Director of Medical Education, an appropriate structure for salary, benefits and any time needed to satisfy the criteria for completion of a residency or fellowship can be developed.