

# ALLEGHENY HEALTH NETWORK MEDICAL EDUCATION CONSORTIUM

## RESIDENCY AGREEMENT OF APPOINTMENT

To be accepted as a resident in the Allegheny Health Network Medical Education Consortium (Consortium) is a privilege that is extended only to professionally competent physicians who continuously meet the qualifications, standards, and requirements set forth in the institutional policies governing the Graduate Medical Education Programs of the Consortium. The Consortium is a consolidation of the Graduate Medical Education Programs of various hospitals that are part of the Allegheny Health Network with approved residency and fellowship training programs and with the Consortium's principal offices at 320 East North Avenue, Pittsburgh, Pennsylvania 15212.

Intending to be legally bound hereby, the parties agree as follows:

### **I. APPOINTMENT**

This Agreement ("Agreement") is entered into by and between <<FirstName>> <<LastName>>, <<Credentials>> (hereinafter referred to as Resident) and the West Penn Allegheny Health System (WPAHS).

It is understood that WPAHS through the Consortium is offering an education program designed to satisfy educational requirements for certification in a medical specialty, and that the Resident desires to participate in the <<Program>> residency program (the "Program") commencing at the <<CompensationStatus>> level, subject to the terms and conditions set forth below.

### **II. TERM**

This Agreement shall be in effect for a period of one (1) year from <<StartDate>> to <<EndDate>> subject to the Resident's satisfactory completion of all eligibility criteria. Thereafter, this Agreement shall renew for an additional one (1) term through Program completion, subject to successful completion of any prior terms and the early termination and non-renewal/non-promotion provisions described below.

### **III. COMPENSATION**

The total salary of the Resident for the duration of this agreement shall be <<Compensation>> annualized, pro-rated. Payment of salary will be made in accordance with the customary payroll practices of the WPAHS. No resident will be placed on the payroll until Resident has complied with all eligibility requirements.

### **IV. PROFESSIONAL LIABILITY INSURANCE**

Professional liability insurance at the level required by Pennsylvania law is provided by the WPAHS solely for services provided by Resident to the WPAHS through the Program or at other institutions to which the Resident is assigned by the Program Director. The Resident agrees to cooperate fully with the WPAHS's Risk Management program and the defense of any liability claims asserted against the WPAHS's hospitals, the Resident, the teaching staff, or any member of the attending staff.

The Commonwealth of Pennsylvania requires medical professional liability insurance coverage as follows: Residents participating in approved residency programs that are deemed MCare (Medical Care Availability and Reduction of Error Fund) eligible are required to carry individual primary limits of \$500,000 per occurrence and \$1,500,000 per annual policy year aggregate and MCare limits of \$500,000 per occurrence and \$1,500,000 per annual policy year aggregate. Residents participating in approved residency programs who are deemed MCare ineligible are required to carry primary limits of \$1,000,000 per occurrence and \$3,000,000 per annual policy year aggregate. These limits may be provided under the policy of the employing hospital. If such is claims-made coverage, Resident will be provided tail coverage for incidents that occurred during services provided by Resident outlined above but are reported as a claim subsequent to the termination of the malpractice coverage.

## V. BENEFITS

- A. **Educational Seminars and Scholarly Materials:** An annual educational allowance is available for reimbursement of qualified expenses accrued as the result of participation in extramural educational seminars or symposia, or purchase of books, subscriptions or other scholarly materials.
- B. **Parking Services:** Parking will be provided for one (1) automobile owned or leased by the Resident. Rates, if applicable, will be determined by the Resident's base institution.
- C. **Meals:** A meal account will be established for the Resident in accordance with the policies set for by the Resident's base institution. Resident meal accounts are non-transferrable.
- D. **On-Call Quarters:** When Resident is required to be physically present overnight, on-call quarters will be provided. Such on-call quarters are to be occupied only at those times that Resident is scheduled for on-call duty and are not to be used as a residence facility.
- E. **Flexible Benefits:** The WPAHS offers flexible benefits to enable Resident to choose levels of coverage that best suit Resident or Resident's family situation. Health care benefits become effective on the first recognized day of the Resident's training program. Resident has 30 days from the effective date of this Agreement to complete benefit selections; otherwise, benefits will be forfeited. Resident may be eligible for the following benefits, subject to applicable policies, eligibility requirements, deductions and co-payments:
- Health Care Insurance
  - Dental Plan
  - Life Insurance (and Dependent Life Insurance)
  - Accidental Death and Dismemberment Insurance
  - Long-Term Disability Insurance
  - Short-Term Disability Insurance
  - Flexible Spending Accounts (for health care and day care)
  - Employee Health Services
  - Employee Assistance Program (which includes counseling services for medical and psychological/emotional needs and rehabilitation services after voluntary recognition of substance abuse impairment)
- F. **Paid Time Off:** Annual paid time off is provided as described in the "Compensation and Benefits" policy of the Consortium's Graduate Medical Education Policies and Procedures Manual or in accordance with the attached Addendum, if applicable. All paid time off must be scheduled in accordance with Program policy. All paid time off must be approved by the Chief Resident and the Program Director or his/her designee. Paid time off is not cumulative from year to year. Resident will not be reimbursed for unused days for any reason. Use of the full annual allotment of paid time off will be subject to minimum attendance

requirements specified by the various specialty boards. In specialties for which attendance requirements would prohibit use of the full paid time off allotment (with or without other absences from training), the paid time off allotment will be reduced to meet the requirements of the specialty board and the Program Director will inform all residents who are affected.

- G. **Family, Medical and Other Leaves of Absence:** A family, medical, military or other leave of absence shall be subject to the leaves of absence policies of the WPAHS. The effect, if any, of leave taken on the Resident's advancement is referenced in the Program's policies.
- H. **Lab Coats:** Lab coats will be issued to Resident prior to the start of their training.
- I. **Accommodation for Disabilities:** The Consortium's policy on accommodation for disabilities is outlined in the Graduate Medical Education Policy, "Resident Accommodation," which is located in the Graduate Medical Education Policies and Procedures Manual.
- J. **Mileage:** Resident shall be provided reimbursement for travel related to business according to the System's "Business Travel & Employee Expense Reimbursement, Highmark Health 18.21" policy and procedure.

## VI. RESIDENT RESPONSIBILITIES / ELIGIBILITY REQUIREMENTS

Resident is required:

- A. To meet the eligibility criteria of the Accreditation Council for Graduate Medical Education (ACGME), or the American Osteopathic Association Council on Postdoctoral Training (COPT), or the Council on Podiatric Medical Education (CPME), or the Commission on Dental Accreditation (CODA) and the Consortium, as described in the "Resident Eligibility and Selection" policy of the Consortium's Graduate Medical Education Policies and Procedures Manual.
- B. To complete and submit the formal application for the Graduate Medical Education Consortium Program to which Resident is applying.
- C. To meet or exceed all minimum requirements and educational performance standards associated with the Program, as determined and communicated to Resident by the specific Program Director and/or the Program Director's designee, and to abide by the principles and ethics of the American Medical Association, the American Osteopathic Association, the American Dental Association, or the American Podiatric Medical Association, as applicable.
- D. To comply with all WPAHS, Consortium, Departmental and Program policies including, but not limited to, the Consortium's "Resident Professionalism and Personal Responsibility" policy regarding rules of conduct and mandatory education, the Consortium's "Physician Health/Fitness for Duty" policy pertaining to fitness for duty, and the WPAHS's "Harassment and Unwelcome Conduct" and "Standards of Conduct" policies addressing sexual and other forms of harassment and disruptive behavior.
- E. To satisfy completely and in a timely manner all legal requirements that are established and promulgated by the Commonwealth of Pennsylvania relative to participation in the Program. Resident must obtain and retain a training license or an unrestricted license for podiatry, dental and OMFS residents from the appropriate Pennsylvania licensing board as is applicable to the Program.

In addition, for international medical graduates, Resident is required to respond timely and completely to all requirements for Educational Commission for Foreign Medical Graduates (ECFMG) sponsorship and all other requirements of the U.S. Department of State and the U.S. Department of Homeland Security, as applicable.

- F. To cooperate fully with the Graduate Medical Education Office by providing, in a timely manner, all information necessary to process, on Resident's behalf, any request for submission for training certificates and/or licenses.
- G. To secure a National Provider Identifier (NPI) number and report same to the Graduate Medical Education Office.
- H. To obtain a complete health assessment by a designated WPAHS Employee Health Service and to be cleared for duty by the Director of such Employee Health Service before the effective date of this Agreement. Clearance for duty may include proof of immunity for communicable diseases or proof of immunization, as required from time to time by the WPAHS or by affiliated institutions. At the discretion of the Director of Employee Health Services, Resident may be required to submit preliminary laboratory results for pre-clearance in addition to undergoing additional testing and/or evaluation.
- I. To successfully complete and pass all aspects of the WPAHS's employment screening procedures, including but not limited to background and/or reference checks, including the Pennsylvania Child Abuse History (Act 33), and Federal Bureau of Investigations – Criminal Background Check (Act 73) clearances, Pennsylvania Criminal Background Check (Act 34), and a drug and alcohol screen. Resident must maintain current, unexpired Act 33, Act 73 and Act 34 clearances at all times during employment.
- J. To use Resident's best efforts, judgment, and diligence in a professional manner in performing all duties, tasks, and responsibilities of whatever nature assigned to Resident for the duration of the Program.
- K. To accept the general responsibilities of residents set forth below:
  - 1. To develop a personal program of self-study and professional growth with guidance from the teaching staff.
  - 2. To participate in safe, effective and compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility.
  - 3. To participate fully in the educational activities of the Program and, as required, assume responsibility for teaching and supervising other residents and students.
  - 4. To participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures, and policies of the institutions.
  - 5. To participate in institutional committees and councils, especially those that relate to patient care review activities.
  - 6. To apply cost containment measures in the provisions of patient care.
- L. To complete all medical record requirements as required by the Consortium's "Medical Records and Medical Records Completion" policy located in the Graduate Medical Education Policies and Procedures Manual.

Policies governing Resident conduct, behavior, and performance are published and updated from time-to-time in the Consortium's Graduate Medical Education Policy Manual. The manual, together with applicable WPAHS and hospital policies will be available online or distributed to the Resident during the resident orientation program. Included in the manual are policies regarding sexual and other forms of harassment and substance abuse. Physician impairment and substance abuse are also covered initially in resident orientation and in more detail during the core lecture series for all residents.

## **VII. MOONLIGHTING POLICY**

Graduate Medical Education is a full-time education experience. Accordingly, Resident shall abstain from providing any professional services that are not a required element of the Program's curriculum, unless the Program Director approves an exemption in writing as defined in the "Moonlighting, External Educational Program and Other Employment" policy of the Consortium's Graduate Medical Education Policies and Procedures Manual. Where such an exemption is granted, Resident must obtain written approval from the Program Director, Department Chair, and Chair of the Consortium's Graduate Medical Education Committee and must provide a copy of Resident's unrestricted medical license, as well as proof of malpractice insurance covering such professional services, prior to engaging in those professional services.

## **VIII. DUTY HOURS**

Resident duty hours and on call schedules shall conform to the Accreditation Council on Graduate Medical Education's (ACGME) and other accrediting body requirements as defined in the "Clinical and Educational Work Hours" policy of the Consortium's Graduate Medical Education Policies and Procedures Manual. All residents are expected to be rested and alert during duty hours.

## **IX. TERMINATION**

- A. The WPAHS shall have the right to terminate this Agreement without notice in the following circumstances:
1. Failure of Resident to meet any of the resident responsibilities or eligibility requirement including, but not limited to, Sections (VI) (A), (B), (D), (E), (F), (G) (H) and (I).
  2. Resident's license to practice dentistry, medicine, osteopathy, or podiatry, as applicable, in the Commonwealth of Pennsylvania is suspended, denied, or revoked.
  3. The Program Director determines that the Resident's performance falls below minimum standards for patient care and, as such, endangers patient care.
  4. Resident acts in a manner violating the Code of Ethics of his or her profession or the rules of conduct specified in Consortium, Hospital, and WPAHS policies.
  5. Resident fails to accept duties or responsibilities as assigned by his Department Chairman, Division Chief, or Program Director.
  6. Resident violates the rules and regulations of the department, hospital or WPAHS, or the rules stipulated in the Consortium's Graduate Medical Education Policies and Procedures Manual.
  7. Resident breaches any term of this Agreement, or violates a policy of the Consortium, Hospital, or WPAHS that provides the WPAHS with the right to terminate Resident, including but not limited to policies related to rules of conduct and/or substance abuse or impairment in the workplace.
  8. Resident falsifies his/her residency application, any materials supporting the application or any other document including, but not limited to, medical records, time sheets etc.
  9. Resident fails to pass Step III of the United States Medical Licensing Exam (USMLE) prior to the completion of the Resident's PGY-1 year.

- B. If the Program has its accreditation withdrawn or terminated by the ACGME, the CODA, the COPT, or the CPME this Agreement may be terminated. In such event, the Consortium shall follow the “Residency Closure-Reduction in Resident Complement” procedure as stated in the Consortium’s Graduate Medical Education Policies and Procedures Manual.
- C. This Agreement may be terminated at any time during the year by mutual agreement of the parties. Such agreement to terminate shall be written and shall be signed by both parties.
- D. Upon expiration or termination of this Agreement, Resident agrees to complete all outstanding medical records; to return all Hospital property, supplies, and equipment; and to settle all outstanding financial obligations.

## **X. GRIEVANCE PROCEEDINGS**

- A. Resident may be subject to probation, suspension, or dismissal for both clinical and non-clinical reasons in accordance with the “Misconduct” and “Academic Improvement” policies of the Consortium’s Graduate Medical Education Policies and Procedures Manual. Resident shall have such rights as defined in such policies related to any grievance.
- B. WPAHS prohibits discrimination or harassment by or against any Resident on the basis of race, color, ancestry, national origin, religion, gender, sexual orientation, age, disability, veteran status, marital status, genetic condition or other legally protected status or characteristic. Any allegations of discrimination or sexual harassment shall immediately be brought to the attention of the Program Director and the applicable WPAHS Human Resources Department. The Human Resources Department will conduct a thorough and prompt investigation into the concerns raised by the Resident in accordance with WPAHS policies.
- C. No procedural right is accorded to Resident for suspensions related to delinquent medical records or failure to meet any of the resident responsibilities or eligibility requirement.
- D. For additional information on Resident’s grievance rights, Resident shall refer to the “Due Process” policy of the Consortium’s Graduate Medical Education Policies and Procedures Manual.
- E. Resident understands and acknowledges that the termination or expiration of this Agreement may affect their Visa status (if applicable) and, to the fullest extent permitted under law, they are responsible for any and all fees or costs associated with their immigration status and for notifying and reporting to the appropriate and applicable government agency any changes in their work status.

As it concerns Residents on J1 status, the Consortium will report the Resident’s training status to the Educational Commission for Foreign Medical Graduates (ECFMG). The ECFMG, in consideration of the termination or expiration of this agreement, will determine the viability of the Resident’s ongoing J1 Visa status in either a program sponsored by the Consortium or under the sponsorship of a non-Allegheny Health Network teaching institution.

## **XI. CONDITIONS OF REAPPOINTMENT**

This Agreement is for a period of one year. This Agreement will automatically renew for each subsequent year of training in the Program contingent upon Resident’s satisfactory completion of the previous post-graduate year. Appointment or reappointment (i.e. renewal) does not constitute an assurance of successful completion of the Program or post-graduate year. Satisfactory completion is based on satisfactory performance by Resident as measured by individual department standards.

## **XII. NON-RENEWAL OF AGREEMENT / NON-PROMOTION**

This Agreement may not be renewed in the event that insufficient positions exist for all residents in the Program to advance. In addition, this Agreement may not be renewed and/or Resident may not be promoted to the next training level due to failure of Resident to meet the Program standards. In any event of non-renewal, the Program Director shall notify the Resident in writing that this Agreement will not be renewed. In the event of non-promotion, the Program Director shall notify Resident in writing of the decision not to promote Resident to the next training level. All such written notices shall include the reason for non-renewal or non-promotion. In the event of non-promotion the written notice shall also include steps that Resident must take to achieve promotion. Such notice of non-renewal or non-promotion shall be given as soon as possible, but no later than four (4) months prior to the end of the then current term of this Agreement unless the primary reason(s) for non-renewal or non-promotion becomes apparent within the four (4) month period immediately preceding the end of the then current term of this Agreement. Under the latter circumstances, the Program Director shall provide Resident with the notice of non-renewal/non-promotion as far in advance as possible.

Resident shall have the rights under Consortium's grievance procedures when Resident receives written notice either of intent to not renew this Agreement or of intent to renew this Agreement but not to promote Resident to the next level of training.

## **XIII. ACCEPTANCE**

This Agreement shall not be effective and shall not bind either party unless it is submitted to the Consortium's Graduate Medical Education Office on or before the thirtieth (30<sup>th</sup>) day after receipt of the agreement by Resident, and accepted by the Consortium by appropriate execution below.

**BY RESIDENT:** <<s:sig1\_\_\_\_\_>>

**BY CONSORTIUM:**

**Program Director:** <<s:sig2\_\_\_\_\_>>

**Designated Institutional Official:** <<s:sig3\_\_\_\_\_>>