



ST MARY MERCY HOSPITAL

AGREEMENT FOR RESIDENCY APPOINTMENT

THIS AGREEMENT FOR RESIDENCY APPOINTMENT ("Agreement"), made this **(Match Date)**, by and between **(Name and Degree)** hereinafter ("Resident") and Trinity Health-Michigan, a Michigan nonprofit corporation doing business as **St. Mary Mercy Hospital**, located at 36475 Five Mile Road, Livonia, MI 48154 hereinafter ("SMMH") for the Term commencing on **June 20, 2016** and continuing until **June 30, 2017** at **\$50,548 annually** as a **Program Year 1** in the **(Program)** residency program.

RECITALS:

WHEREAS, Resident has satisfied the qualifications required herein and desires to complete his/her educational requirements to achieve Board Certification in his/her chosen medical field at SMMH;

WHEREAS, SMMH desires to appoint Resident, based upon the contents of Resident's application and interviews conducted, for a one-year employment term for the purpose of training Resident at one or more SMMH hospitals or other hospitals affiliated with SMMH for educational purposes during the term; and

NOW, THEREFORE, in consideration of the Recitals (which are incorporated herein) and other good and valuable consideration, the parties agree as follows:

SECTION 1

Resident's Responsibilities

Pursuant to this Agreement, Resident shall perform the duties and responsibilities required hereunder and competently perform such other services as may be required of residents in the training program at his or her level of training. Resident understands and agrees that, the services Resident is required to perform and the duties and responsibilities hereunder, including Resident's hours of duty, shall be determined from time to time by the Program Director and/or the Chief of the Department to whom Resident is assigned. Resident shall:

1.1 Develop a personal program of self-study and professional growth with guidance from the teaching staff;

1.2 Participate in safe, effective and compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility;

1.3 Participate fully in the educational activities of the program and, as required, assume responsibility for teaching and supervising other residents and students;

1.4 Adhere to the established SMMH practices, procedures, and policies, including those of the SMMH Graduate Medical Education ("GME") office and individual residency programs. These policies also include but are not limited to: Patient Care Information System ("PCIS") policy, employee work-related injury/illness and body fluid exposure, confidentiality of information, standards of conduct, sexual harassment/discrimination. Resident acknowledges that it is the policy of SMMH to maintain a working environment free of unlawful sex discrimination or objectionable and disrespectful conduct and/or communication of a sexual nature which is imposed by one on another and which adversely affects the employment relationship or working environment;

1.5 Participate in hospital and medical staff committees and meetings as requested, especially those that relate to education and patient care review activities;

1.6 Consider both quality and economical use of resources in the provisions of patient care;

1.7 Not engage in outside activities which interfere with performance by Resident in the education process as defined in this Agreement. Resident acknowledges that moonlighting is not required hereunder but if Resident chooses to engage in moonlighting, it must be approved in advance by the Program Director in writing with the number of hours per week in accordance with the Moonlighting Activities Policy posted on New Innovations. If approved, Resident shall ensure that the requesting institution/physician group indemnify and hold harmless SMMH, its affiliates and subsidiaries, and their officers, directors, employees and agents including, but not limited to, all hospitals to which Resident is assigned, from any and all losses and expenses resulting from or caused by such moonlighting or outside activities;

1.8 Assume responsibility for other voluntary assignment opportunities through special program agreements. These activities shall not interfere with the performance of routine Resident obligations;

1.9 Submit confidential, written evaluations of teaching staff and Resident's educational experiences to the Program Director or his/her designee, at least annually;

1.10 In accordance with the requirements of the Joint Commission on Accreditation of Health Care Organizations, the Michigan Department of Community Health and other governmental regulating agencies, complete medical records within seven (7) days. Failure to comply with requirements for completion of records may be cause for disciplinary action, including, but not be limited to, suspension (without pay) and/or termination of this Agreement. Days off due to suspension will be added to Resident's contract year. Any Michigan Peer Review Organization correspondence addressed to Resident shall be submitted to the Director of Health Information Services (Medical Records Department) for appropriate processing;

1.11 Hold and continuously maintain current Michigan Medical and Controlled Substance Licenses and valid employment eligibility documentation during appointment. Lack or loss of such licensure or eligibility, at SMMH' option, may subject Resident to termination of this Agreement or to function only as an observer without privileges or salary until such time as such licensure or employment eligibility documentation is received. Resident agrees to provide copies of all licenses and employment documentation to the GME office prior to the first day of the Term;

1.12 Successfully complete Occupational Health Screening by promptly (a) a completing a physical and/or mental examination at any time upon the request of the Program Director to enable SMMH to make a determination of the health status of Resident, and to make available to SMMH the results of such examination and (b) undertaking any immunization program reasonably requested by SMMH;

1.13 Maintain ACLS Certification and, if a Resident in Emergency Medicine, ATLS Certification;

1.14 Satisfy the qualifications required in Exhibit A as a condition precedent to this Agreement;

1.15 Pay all financial obligations owed to SMMH prior to termination of this Agreement, unless otherwise agreed in writing by the Vice President of Physician Services of SMMH;

1.16 Maintain good moral conduct and professional behavior;

1.17 Keep all protected health information of patients strictly confidential in accordance with state and federal law; and

1.18 Satisfactorily complete the new hire process required by SMMH, including a background check and completion of the SJMH Employee Workforce Confidentiality Agreement, prior to the first day of the Term.

SECTION 2
SMMH Responsibilities

2.1 SMMH shall provide an appropriate educational program.

SECTION 3
Term and Termination

3.1 Term. This Agreement begins and expires on the dates specified on Page One unless earlier terminated in accordance with the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement or in any policy manual or other writing, this Agreement may be renewed upon the mutual consent of Resident and SMMH, as reflected in a writing executed by the parties, and only after SMMH, in its sole discretion, has determined that Resident has satisfactorily fulfilled his or her duties and obligations hereunder. Resident shall have no expectancy that Resident shall have this agreement renewed beyond this term

3.2 Termination. This Agreement shall be terminated:

- a. By mutual written agreement of the parties.
- b. By SMMH for cause, in the event that Resident fails or refuses to perform any of his/her duties and responsibilities under this Agreement.
- c. Immediately and automatically if Resident fails to meet or maintain the qualifications in Exhibit A.
- d. By Resident, in the event of his or her incapacitating illness and by giving written notice of such termination due to illness to SMMH and the Program Director.

3.3 Nonrenewal of an Appointment. Written notice of intent not to renew Resident's appointment will be provided to Resident four months prior to the end of the Term unless the reason for such nonrenewal occurs within four months of the end of the Term. Then, notice will be provided as soon as circumstances reasonably permit prior to the end of the Term. See Nonrenewal of Contract Policy as posted on New Innovations.

3.3 Satisfactory Performance by Resident. Employment during the term of this Agreement is expressly conditional upon satisfactory performance by Resident in a competent and courteous manner in strict accordance with the professional and ethical standards for the medical profession and the policies and procedures of SMMH during the entire Term of the Agreement. See Dismissal Policy as posted on New Innovations.

3.4 Grievance Procedure. A grievance procedure is available to Resident for adjudication of (a) academic or other disciplinary actions which could result in dismissal, appointment nonrenewal or other actions that could significantly threaten a resident's status or (b) Resident complaints and grievances related to work environment or issues related to the program or faculty. A copy of the Grievance Procedure policy is available from the GME office. See Grievance Procedures and Due Process as posted on New Innovations.

The Grievance Procedure provided for herein is in lieu of any internal remedy pursuant to SMMH' employment policies. Resident acknowledges that he or she has no rights to participate in employment grievance procedures generally available to non-Resident employees.

SECTION 4
Benefits and Conditions of Employment

4.1 Paid Time Off. Resident is eligible to receive Paid Time Off as described in the Time Off Away From Residency Policy posted on New Innovations.

4.2 Insurance. SMMH shall provide the following coverage, subject to the rules and regulations of the underwriting carrier:

4.2.1 Professional Liability Insurance. Trinity Health-Michigan provides professional liability insurance pursuant to a self-insurance program, which covers professional employees. The insurance protection is valid for any SMMH sponsored activity pursuant to this Agreement on or off the SMMH site, e.g., a program approved elective, if the alleged act or omission of Resident is within the scope of the education program. Details of the professional liability coverage for Residents are available upon request from the SMMH risk management office. This professional liability insurance program does not provide coverage for any moonlighting activities.

4.2.2 Employee Benefits. Residents are eligible for SMMH' flexible benefit program, including health care, dental coverage, vision, short and long term disability and life insurance. Residents are eligible to utilize the Employee Assistance Program (EAP) provided by SMMH. EAP provides 24 hour confidential counseling, psychological support and referral services. Medical support services are provided 24 hours a day within both the Emergency Department and Employee Health Services. See also Education Benefits Reimbursement Policy as posted on New Innovations.

4.3 Leave of Absence. Residents requiring a leave of absence (medical, family, personal, paid or unpaid) will handle arrangements on an individual basis with their respective Program Director pursuant to SMMH policies. The written policy concerning the effects of leaves of absence on satisfying the criteria for completion of the residency program is available to Resident from the GME office. The program will provide the residents written policy in compliance with its Program Requirements concerning the effect of leaves of absence, for any reason, on satisfying the criteria for completion of the residency program as well as information related to accessing the eligibility for certification by the relevant certifying board. See the Time Off Away From Residency Policy and the Leave of Absence Policy posted on New Innovations.

4.4 Workers' Compensation. Workers' Compensation benefits are provided by SMMH in accordance with state statutes.

4.5 Laundry Services. SMMH provides laundry services for white coats.

4.6 Living Quarters. Living quarters are not provided, however, on-call rooms are available for overnight accommodations when Resident is on-call.

4.7 Meals. Meals are provided to Residents and rotating affiliate residents while on duty in-house at the amount approved by the hospital as defined in the written benefit offerings..

4.8 Duty Hours. Resident duty hours and on-call schedules will conform to the Accreditation Council on Graduate Medical Education or American Osteopathic Association requirements. All Residents are expected to be rested and alert during duty hours. Program faculty will determine whether a Resident is able to perform duties. See Resident and Fellow Duty Hours Policy as posted on New Innovations.

4.9 OSHA and CDC Recommendations. Resident will comply with OSHA and CDC recommendations regarding direct contact with a patient's blood or other body substances and the use of protective equipment.

4.10 Consents and Outside Activities. The Program Director and the Chief of the Department to the program which Resident is assigned may withhold or withdraw consent, as required in paragraph 1.7 above for outside activities at any time, in his or her sole discretion. Resident hereby acknowledges that, while engaging in any activities other than those required to be performed under this Agreement, Resident is not acting as an employee or agent of SMMH (or any hospital affiliated in the program) and therefore, Resident is not covered by the insurance or self-insurance programs. Resident further acknowledges that he or she shall be expected to perform all duties as assigned even in the event consent is given to engage in other activities, and, if Resident is unable to perform his or her duties as assigned or otherwise violates the terms of this Paragraph 4.10, Resident will be subject to corrective action including dismissal. See Moonlighting Activities Policy as posted on New Innovations.

4.11 Foreign Citizens. Resident understands and agrees that as a condition of employment, non- U.S. citizens shall obtain and maintain the appropriate work authorization to remain and work in the United States and provide verification to the Human Resource office.

4.12 Impaired Resident. A Resident deemed impaired by the Program Director, may be immediately dismissed from the program or options other than dismissal may be offered, at the Program Director's discretion. An impaired Resident is one who is unable to practice medicine with reasonable skill and safety to patients because of physical or mental illness, including deterioration through the aging process or loss of motor skills or excessive use or abuse of drugs, including alcohol. By signing this contract, Resident states that he/she is not now impaired and does not abuse alcohol or other drugs. Further, he/she agrees not to consume alcohol or other mood-altering substances while on duty or call for patient care delivery. Residents are subject to the Substance Abuse Policy.

SECTION 5

Miscellaneous

5.1 Notice of Claims. Resident and SMMH shall promptly notify each other of any knowledge regarding any occurrence which may result in a claim against either of them. Each party will immediately notify the other in the event any formal suit is instituted. Furthermore, each party will cooperate with each other whenever any claim is filed against either of them with respect to the services rendered on behalf of the corporation pursuant to this contract. Each party shall have the duty to notify each other prior to settling any claim. If either party fails to notify the other prior to making any settlement, there shall be no duty to indemnify.

5.2 Confidential and Proprietary Information of SMMH. Resident acknowledges and agrees that, in the course of performing under this Agreement, Resident will have access to existing, and will regularly acquire, data and information which is confidential and proprietary to SMMH ("Confidential Information"). Resident agrees and acknowledges that SMMH is the owner of all Confidential Information. During the term of this Agreement and thereafter, regardless of the reason for the termination of this Agreement, Resident shall hold all Confidential Information in confidence and not discuss, communicate or transmit to others, or make any unauthorized copy or use Confidential Information. Resident shall take all reasonable action necessary and appropriate to prevent the unauthorized use or disclosure of the Confidential Information. Upon termination or expiration of this Agreement, or upon demand, whichever is earliest, Resident shall return any and all Confidential Information of SMMH (including any copies or reproductions thereof).

5.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between Resident and either SMMH or other hospitals to which Resident is assigned with respect to this subject matter. This Agreement, including this Section 5.3, cannot be changed, modified, or discharged orally, but only by an agreement in writing, signed by the party or parties against whom enforcement of the change, modification or discharge is sought.

5.4 Assignment. This Agreement may not be assigned by Resident.

5.5 Limited Enforcement. Except as expressly provided herein, this Agreement shall be enforceable only by Resident and SMMH, and its successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement.

5.6 Waiver. One or more waivers of any term, covenant, conditions or provision of this Agreement by any of the parties hereto shall not be construed as a waiver of a subsequent breach or of other terms, covenants, conditions or provisions. No breach of any such term, covenant, condition or provision shall be deemed to have been waived by SMMH unless such waiver be in writing signed by the SMMH Vice President of Medical Services or his or her designee.

5.7 Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws and decisions of the State of Michigan.

5.8 Notices. Any notice, offer, demand or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed, or if sent by registered or certified mail, postage and charges prepaid, to the address of the respective party set forth on the first page of this Agreement. Except as otherwise expressly provided in this Agreement, any such notice shall be deemed to be given on the date personally served or three (3) days after deposit in a regularly maintained receptacle for United States mail.

5.9 Nondiscrimination. In fulfilling their respective duties and other responsibilities hereunder, neither party shall discriminate in any manner against any person in violation of applicable law.

By signing below, I also acknowledge that I agree to be bound by all the GME policies and procedures as posted on New Innovations (web-based residency management software) as well as all hospital policies and procedures as posted on the Infonet.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SAINT MARY MERCY HOSPITAL BY:

Resident

Printed Name

Date

Program Director Date
Program Director

John O'Brien, MD, FACP Date
Designated Institutional Official

Peter Dews, MD, MS Date
Vice President, Medical Affairs
Chief Medical Officer

NOTE: This contract is pending verification of submitted information used to determine eligibility. If there are any inconsistencies with information provided, contract is null and voided. Initials:

Revised: October, 2011

EXHIBIT A - Qualifications

1. Graduation from medical school by one of the following:
 - a) graduation prior to the first day of the Term from a medical school in the United States or Canada accredited by the Liaison Committee on Medical Education (LCME);
 - b) graduation prior to the first day of the Term from a college of osteopathic medicine in the United States accredited by the American Osteopathic Association;
 - c) graduation prior to the first day of the Term from a college of podiatric medical school in the United States accredited by the Council on Podiatric Medical Education.
 - d) graduation prior to the first day of the Term from a medical school outside the United States or Canada and accompanied by
 - i. a currently valid certificate from the Educational Commission for Foreign Medical Graduates or
 - ii. a full and unrestricted license to practice medicine in a U.S. licensing jurisdiction.
 - e) graduation prior to the first day of the Term from a medical school outside the United States having completed a Fifth Pathway program provided by an LCME-accredited medical school.
2. Resident must submit documentation of passing scores on both the USMLE Step 2 Clinical Knowledge and USMLE Step 2 Clinical Skills, COMLEX Level 2 Cognitive Evaluation and COMLEX Level 2 Performance Evaluation, or NBPME Part 2 equivalent, prior to the start of their program year one contract.
3. If Resident has any prior Graduate Medical Education training before entering into a program at St. Mary Mercy Hospital, Resident warrants and represents that Resident has satisfied all criteria, prior to the first day of the Term, applicable to the appointed position.
4. Resident further understands and agrees that SMMH has relied on the accuracy of information submitted by Resident when applying for a residency position and that SMMH may immediately terminate this Agreement if that information is later determined to be inaccurate or incomplete.
5. House officers must document taking USMLE Part 3 or COMLEX Level 3 equivalent to be eligible for promotion to the program year 2 level and to have passed such exam to be eligible for promotion to the program year 3 level of any graduate medical education program sponsored by St. Mary Mercy Hospital.
6. House officers in the Podiatric Medicine and Surgery Residency with Reconstructive Rearfoot/Ankle Surgery program are not required to take NBPME Part 3 to be eligible for program to the program year 2 level but must show documentation of a passed such exam to be eligible for promotion to the program year 3 level of any graduate medical education program sponsored by St. Mary Mercy Hospital.