

SAMPLE

HOLZER HOSPITAL FOUNDATION dba HOLZER RESIDENCY TRAINING AGREEMENT

This Residency Training Agreement, or Notice of Appointment, (“Notice) is entered in this _____ day of _____ by and between Holzer Hospital Foundation dba Holzer (herein referred to as the "Hospital"), Marshall Community Health Consortium and _____ (herein referred to as “Resident”).

Annual Salary:	\$ _____
PGY Level:	_____
Period of Appointment:	_____

Section I – General Provisions:

1. As a condition of employment, or appointment, under this Agreement, Resident must:
 - a) Be a U.S. Citizen, lawful permanent resident, refugee, asylee, or possess and maintain a valid Visa and the appropriate documentation to allow Resident to legally train at the Hospital and its affiliated sites of service; AND
 - b) Be a graduate and possess a Doctor of Medicine (MD) degree from a Liaison Committee on Medical Education (LCME) accredited medical school within the United States, Puerto Rico or Canada, or a Doctor of Osteopathic Medicine (DO) degree from an AOA accredited school of osteopathy. Must have applicable MD or DO state educational training permits. OR
 - c) Be a graduate of a medical school outside the United States or Canada and meet one of the following qualifications:
 1. Have received a currently valid certificate from the Educational Commission for Foreign Medical Graduates and maintain a valid Visa which will be valid on the day training begins (Only J-I training will be accepted.); OR
 2. Have a full and unrestricted license to practice medicine in a U.S. licensing jurisdiction; AND
 - d) Have passed the USMLE/COMLEX Step 1 and 2 exams prior to entering a residency program and have passed the USMLE COMLEX Step 3 prior to being promoted to a PG 2.
2. Have successfully completed ACLS/BLS Certification and agree to maintain current certification as required by the Marshall Consortium for Graduate Medical Education Committee (“CGMEC”) and specific Programs.
3. Consent to and pass a background investigation established by Hospital policies and the CGMEC.

4. Consent to and pass a pre-training physical exam, and consent to alcohol and drug screening as established by Hospital policies if deemed necessary and/or appropriate by the Designated Institutional Official (DIO) at any point during the training.
5. Submit all required documentation of health status and immunizations as specified by the Hospital and/or CGMEC or training sites.
6. Resident is responsible for fulfilling any and all obligations that the Hospital, its training sites or CGMEC deem necessary for him/her to begin and continue duties as a Resident, including but not limited to attending orientations, receiving appropriate testing and follow-up if necessary for communicable diseases, fittings for appropriate safety equipment, necessary training and badging procedures (all of which shall be prior to Notice of Appointment start date) unless specific permission is granted by the Program Director and notification of such agreement is given to the DIO. This Notice is expressly conditioned on the Resident fulfilling these obligations prior to beginning any Resident duties unless advance approval is granted by the Program Director and DIO.

A physician who has completed a residency program that was not accredited by the Accreditation Council for Graduate Medical Education (ACGME), the American Osteopathic Association (AOA), the Royal College of Physicians and Surgeons of Canada (RCPSC), the College of Family Physicians of Canada (CFPC), or the ACGME-I (with Advanced Specialty Accreditation) may enter an ACGME-accredited residency program in the same specialty at the PGY-1 level, and, at the discretion of the Clinical Competency Committee's recommendation to the Program Director and with approval by the CGMEC, may be advanced to the PGY-2 level based on ACGME Milestones evaluations at the ACGME-accredited program level and successful completion of USMLE/COMLEX Step 3. This provision applies only to entry into residency in those specialties for which an initial clinical year is not required for entry.

Failure to fulfill any of these requirements shall render this Notice null and void.

Section II –Requirements of Resident Employment

1. Resident authorizes the Program Director and/or his/her designee to contact appropriate institutions to obtain written documentation/confirmation of prior education and/or training as needed.
2. Resident accepts employment, or appointment, by the Hospital and agrees to participate in the training program of the Hospital and its affiliated sites of service for the full term of this Notice. Resident understands that the Hospital reserves the right to dismiss Resident at any time during the period of training as more fully described in this Notice and on the CGMEC website. Resident has the right to the processes for promotion, evaluation, suspension, non-renewal, dismissal, and grievance as described on the CGMEC website, <https://jcesom.marshall.edu/residents-fellows/marshall-community-health-consortium/policies/>.
3. Renewal (promotion) of this Notice is dependent upon satisfactory performance as determined in accordance with CGMEC and program policies during each year of training.

This Notice does not establish any right or expectancy of an appointment or promotion for any subsequent residency year regardless of the number of years generally associated with a particular training program. For promotion to PG2, Resident must pass the USMLE/COMLEX Step 3.

4. Resident gives permission for the Program Director and DIO to share pertinent information regarding Resident's performance with the applicable State Medical Board should it be deemed relevant to Resident's status in the program or, if applicable, applicable state licensure.
5. During the term of this Notice, Resident has a continuing obligation to immediately report to the Program Director and DIO any of the following:
 - a) any charge or conviction of any felony*;
 - b) any charge or conviction of any misdemeanor, including but not limited to driving under the influence (DUI), or other drug related offenses which impacts upon the abilities of Resident to appropriately perform his/her normal duties in the residency program; and/or,
 - c) any action that violates institutional standards of the Hospital, affiliated training sites or the Sponsoring Institution.

*For purposes of this Notice, a plea of no contest (nolo contendere) is considered the same as a conviction.

6. Resident agrees to perform all assigned training duties to the best of his/her ability and to abide by policies and procedures of the Hospital, training sites or CGMEC and the Ohio and West Virginia State Medical Board Rules and Regulations. Such policies include, but are not limited to, those on Sexual Harassment, Discrimination, Resident Impairment, HIPAA compliance and Drug Free Workplace.
7. Resident must dress and carryout his/her duties in a professional and an ethical manner in accordance with policies of the Hospital, Institutional Sponsor, approved training sites and CGMEC, State and Federal laws and/or State licensure standards. Resident must adhere to the Hospital's "Code of Conduct."
8. Resident must participate in in-house and at home night call in conformity with program specific and Hospital guidelines. Call schedules and overall clinical experience hours must conform to Hospital policies, program policies and to common and specialty specific ACGME program requirements. Institutional clinical and educational work hour policies and procedures may be found at the CGMEC website, <https://jcesom.marshall.edu/residents-fellows/marshall-community-health-consortium/policies/>.
9. Moonlighting, which may be permissible for PGY 2 and PGY 3 Residents, is defined as any professional activity outside the course and scope of the approved training program. Permission to moonlight is a privilege that will be determined annually by the Program Director based on the nature of the moonlighting activity and the performance of Resident. Moonlighting privileges can be revoked at any time if performance in the program suffers due to moonlighting or other activities deemed unprofessional and

outside of scope of practice. Residents not in good standing are prohibited from moonlighting and if this occurs, moonlighting will be grounds for dismissal from the program. **Moonlighting hours must be counted towards the 80-hour maximum weekly hour limit.** If applicable, Resident is responsible for obtaining the appropriate state medical license, individual malpractice insurance, individual DEA number and clinical privileges at the facility prior to acceptance of the moonlight assignment. Institutional moonlighting policies and procedures may be found at the CGMEC website, <https://jcesom.marshall.edu/residents-fellows/marshall-community-health-consortium/policies/>.

10. Resident must return all property of the Hospital, including, without limitation, identification card, computer, cell phone, books, equipment and library books, at the time of the expiration of, or in the event of termination of, this Notice. Resident must also complete all medical records and settle all professional and financial obligations before academic and professional credit is awarded.
11. Resident agrees that if this Notice is terminated by either the Hospital or Resident prior to the expiration of its term, the Hospital will deduct from any final distributions or any other monies owed to Resident the amount of the signing bonus paid to Resident and any other amounts subject to repayment if appointment is severed within the first twelve (12) months.

Section III – Obligations of the Hospital – Employment and Benefits

1. The Hospital shall endeavor to maintain the accreditation status of the training program through the ACGME. The program will have as its primary purpose the graduate medical education of Residents which includes providing information relating to access to eligibility for certification by the relevant certifying board.
2. The Hospital shall provide Resident an annual stipend in accordance with established Hospital and Sponsoring Institution policies. Payment of this annual stipend shall be contingent upon satisfactory performance of all assigned courses and training duties by Resident during the training program.
3. The Hospital may assign Resident to one or more of the Hospital's sites of service or other approved sites of training.
4. Hospital shall provide Resident with the following benefits and other perquisites:
 - a) Paid Time Off: Resident is entitled to twenty (20) days of paid time off (PTO) during the term of this Notice to be used for vacation, sick days or personal days. Unused PTO will not be paid out at the end of the term of this Notice and is not cumulative from year to year.
 - b) Educational Leave: Resident is allowed five (5) days paid educational leave during the term of this Notice to be used for educational activities such as board review, research projects and conference attendance and include.
 - c) Medical, Parental, and Caregiver (MPC) Leave: Resident is allowed a one-time allotment of up to 30 days (6 work weeks) of paid leave per training program for an approved, qualified Medical/Parental/Caregiver Leave qualifying event, in accordance to CGMEC guidelines and Hospital policy.

- d) Military Leave: Residents who are members of the National Guard or any Reserve Component of the Armed Forces of the United States may take a leave of absence when called to active duty, required active duty or inactive duty training in accordance to CGMEC guidelines and Holzer policy.
 - e) Additional Leave: Resident may take additional leave without pay; however, such leave must be arranged through the Program Director and may require an extension of the contract in order to fulfill all educational requirements of the specialty and to satisfy requirements for program completion.
 - f) Group health, dental and vision insurance is available for Resident and their families. Resident must pay a portion of the insurance costs. The type of policy chosen will determine the amount. Resident will be responsible for any co-payment required by the insurance program.
 - g) The Hospital conforms to the administration guidelines of the Consolidated Omnibus Budget Reconciliation ACT (COBRA). COBRA defines the rights of employees and their dependents to continue core benefit plan coverage in certain circumstances, beyond the date it would otherwise end. Questions regarding COBRA may be directed to the Hospital's Human Resources Office at 740-446-5105.
 - h) The Hospital shall provide life and disability insurance to the Resident upon the same terms and conditions as similarly-situated employees.
 - i) The Hospital will abide by the Resident Impairment Policy. The Resident will be educated regarding physician impairment, including substance abuse.
 - j) Employee Assistance Program: Program Directors, Program Coordinators, and the DIO will advise Resident of options for confidential counseling, medical and psychological support services.
5. Prior to approval of any leave as outlined above in #4, the Program Director shall meet with the Resident in a timely manner to review the impact of the leave(s) of absence upon the Resident's eligibility to satisfy requirements for program completion and upon eligibility to participate in certifying examinations.
 6. Hospital shall provide professional liability coverage in the amount of \$1Million per claim / \$3Million in the aggregate on a claims-made policy basis for all clinical activities performed while working within the scope of their duties as a Resident on behalf of the Hospital. The coverage does not include moonlighting activities described in Section II (9), above.
 7. The Hospital shall provide workers' compensation coverage for Resident to cover all work locations and hours worked by Resident.
 8. The Hospital shall ensure that Resident is afforded the protection of all Hospital policies related to Equal Employment Opportunity, Sexual Harassment, Discrimination and Disability Accommodation. Resident is responsible to create a professional environment that reflects and supports the respect and dignity of all patients, staff, students, Residents and faculty in accordance with human resources policies of the Hospital. Accordingly, sexual harassment, or any form of harassment, will not be tolerated.

Section IV – Obligations of the Hospital – Training/Program Requirements

1. The Hospital shall ensure that Resident has opportunities to participate in patient care activities of sufficient variety and with sufficient frequency to achieve the competencies required by Family Medicine. The Hospital will ensure that Resident receives appropriate supervision in accordance with the Levels of the Supervision Policy.
2. The Hospital and its affiliated entities and sites will abide by ACGME Institutional requirements to provide adequate and appropriate Resident work and learning environmental conditions. Institutional Work Hours policies and procedures may be found at the CGMEC website, <https://jcesom.marshall.edu/residents-fellows/marshall-community-health-consortium/policies/>.
3. The Program Director and/or the DIO will provide Resident with a written notice of intent not to renew Resident's Notice of Appointment or promote Resident to the next level of training no later than four (4) months prior to the end of this Agreement. However, if the reason for non-renewal or non-promotion occur(s) within the four (4) months prior to the end of this Agreement, the Program Director and/or the DIO will provide Resident with as much notice as the circumstances allow. Upon notification of a written notice of intent not to renew Resident's appointment or of non-promotable status, Resident will have the right to appeal in accordance with the procedures as outlined in the Appeal of Disciplinary Action Policy found on the CGMEC website. Institutional promotion, grievance and due process policies and procedures may be found at the CGMEC website, <https://jcesom.marshall.edu/residents-fellows/marshall-community-health-consortium/policies/>.
4. Resident may be subject to discipline, including by not limited to, immediate dismissal from the training program for any of the following reasons:
 - a) Failure to comply with the policies, rules, or regulations of the Hospital, training sites or Sponsoring Institution;
 - b) Breach of any of the terms and conditions of this Appointment;
 - c) Conviction by Resident of a felony under federal, state, or local laws or ordinances or of a misdemeanor which impacts upon the abilities of the Resident to appropriately perform his/her normal duties in the residency program;
 - d) Engaging in conduct, which violates professional and/or ethical standards; disrupts the operations of the Hospital or any of its affiliated or parent companies, Sponsoring Institution, training sites or disregards the rights or welfare of patients, visitors, students, hospital/clinical staff, or others involved in the training program;
 - e) Resident's license to practice medicine is permanently revoked; or
 - f) Resident becomes debarred, excluded, suspended, or otherwise determined to be ineligible to participate in Medicare, Medicaid or any other federal or state health care program.
5. The Hospital will provide Resident with safe and appropriate call/sleep rooms, 24-hour access to meals, and parking. Resident is responsible for providing his/her own housing during the training program. The Hospital shall provide white lab coats and shall launder the lab coats for Resident.

Section V – Obligations of Resident – Training/Program Requirements

1. Resident agrees to meet and attain graduate medical education program curricular objectives and to make satisfactory progress in meeting those objectives as established by the Program Director and curricular objectives pertaining to the ACGME competencies in the following areas: patient care; medical knowledge; practice-based learning; improving interpersonal and communications skills; professionalism and systems-based practice. Resident must also meet defined levels of measurable educational outcomes (Milestones) as outlined in the ACGME and Common Program and Family Medicine Requirements.
2. During the training program, Resident is expected/required to:
 - a) Complete required CGMEC training modules and required sessions;
 - b) Participate fully in the educational activities of his/her program, and as required, assume responsibility for teaching and supervising other Residents and medical students;
 - c) Participate in institutional committees and councils, especially those that relate to patient care safety review/quality improvement activities, and apply cost containment measures in the provision of patient care;
 - d) Keep medical records and/or reports up to date and signed at all times;
 - e) Meet all educational, clinical and Milestone requirements, including passage of USMLE/COMLEX Step 3
 - f) Evaluate the teaching faculty and others as requested;
 - g) Document clinical experience hours;
 - h) Complete all ACGME and CGMEC surveys; and
 - i) Adhere to professionalism and standards of conduct policies
 - j) Complete the program exit survey in order to receive a certificate of training.

Section VI – Certificate of Completion/ Board Eligibility Information

1. The Program Director and DIO shall make the determination of eligibility for a Certificate of Completion. The Program Director will initiate the paperwork to have a Certificate prepared and will furnish such to Resident once all required signatures are obtained.
2. The Program Director is responsible for providing Residents with specialty specific information regarding board examination process. The link to The American Board of Medical Specialties (ABMS) is <https://www.abms.org/board-certification/> and the American Osteopathic Board of Family Physicians (AOBFP) Exam website is <https://certification.osteopathic.org/family-physicians/all-exams/#/> for specialty board eligibility information.
3. Failure to abide by the terms outlined in this Notice, or failure to complete the full term of this Notice as stated herein may result in no credit granted for the training completed,

no issuing of a Certificate of Completion by the institution, and no letters of recommendation.

Section VII – Resident Transfers

1. A Resident who transfers from an outside program to the Hospital must document passage of the USMLE/COMLEX Steps 1, 2 and, if transferring to a PG2 level of higher, documentation of passage of USMLE/COMLEX Step 3.
2. The Program Director must obtain written or electronic verification of previous educational experiences and a summative competency-based performance evaluation prior to acceptance of the transferring resident and may be advanced to the PGY-2 level based on ACGME Milestones evaluations at the ACGME-accredited program level. If resident is transferring due to program closure, written documentation verifying this from the institution must also be obtained prior to beginning training.

I accept the terms of this Notice as outlined above and agree to all rules and regulations of the Hospital and affiliated sites to which I am assigned. I understand that it is my responsibility to read, understand, and abide by the policies of the Hospital and the Office of Graduate Medical Education.

I also agree to discharge all the duties of a Resident as determined jointly by the affiliated institutions and respective directors of training programs and Office of Graduate Medical Education.

ACCEPTED:

_____	_____
Resident	Date
_____	_____
Program Director	Date
_____	_____
Designated Institutional Officer (DIO)	Date