

# RESIDENT AGREEMENT

|        | This Resident Agreement is dated thisday of,,  |  |
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| by and | d between the Milton S. Hershey Medical Center, Hershey, Pennsylvania (hereinafter   |  |
| "Medi  | ical Center") and, currently residing at   |  |
|        | (hereinafter "Resident").  |  |
|        | RECITALS   |  |
| A.     | The Medical Center offers a graduate medical education ("Residency Program") in, accredited by the Accreditation Counci  |  |
|        | on Graduate Medical Education.   |  |
| В.     | Medical Center has offered a position in the Residency Program to Resident, and Resident has agreed to accept the position, on the terms and conditions set forth in this agreement.   |  |
| C.     | In consideration of the mutual promises contained in this Resident Agreement and intending to be legally bound, Medical Center and Resident agree that Resident shall assume a position in the Residency Program on the terms and conditions set forth below |  |
|        | OPERATIVE PROVISIONS   |  |
| 1.     | Acceptance of Position   |  |
|        | Resident accepts the position of year resident in the Residency Program  |  |
|        | for the period through During this term of this  |  |
|        | Resident Agreement, Resident agrees to perform such duties of the Medical Center and   |  |
|        | its affiliated institutions which are part of the Residency Program conscientiously, to the  |  |
|        | best of Resident's ability, and under the highest standard of professional ethics.   |  |
|        | Reappointment of Resident to a subsequent contract period requires the execution of the  |  |
|        | Renewal Contract.  |  |

# 2. Resident Physician Responsibilities

### 2.1 Health Evaluation

Resident shall provide evidence of recent health evaluation including medical history, and documentation of specific infections and immunizations to include: rubella titer, varicella titer or vaccine if no history of chicken pox after age one year, history of measles or of two measles immunizations, history of immunization to tetanus, rubella, hepatitis B, mumps, MMRII, influenza, BCG, and Varivax. A tuberculin skin test is required. A chest radiograph should be done in the event of a positive tuberculin test. These results shall be forwarded to the Program Director and to the Director of Employee Health prior to assuming duties.

### 2.2 Licensure to Practice Medicine

Resident shall maintain throughout duration of this Resident Agreement, a valid graduate medical training license from the Pennsylvania State Board of Medicine or the Pennsylvania State Board of Osteopathic Medicine. Resident shall apply for the Pennsylvania graduate medical training license prior to the appointment date of training at the Medical Center. Resident is not permitted to begin training at the Medical Center until a Pennsylvania graduate medical training license is issued.

Resident agrees to provide Medical Center with immediate written notification of any action which is taken, or which is contemplated to be taken against the license issued by the Commonwealth of Pennsylvania, including, but not limited to, disciplinary action such as suspension, revocation, limitation or other restrictions. Medical Center shall have the option to terminate this Resident Agreement or suspend its obligations under this Resident Agreement pending the outcome of any such disciplinary proceeding.

### 2.3 Assigned Duties and Duty Hours

Resident shall be present and available for duties assigned to Resident by the Program Director, including night, weekend or any special duty assignment which Resident may be given at the discretion of the Program Director. All requirements of the Residency Review Committee (RRC) must be met for work hours and work environment. The Program Director is responsible for the appropriate scheduling of duty time, including provision of adequate off-duty

hours. Resident shall be given a monthly average of one day in seven free from clinical duties and expectations. The Resident Duty Hour Policy is included in the Resident Benefit Summary.

Resident understands and agrees that the hours of duty will vary with the clinical area to which Resident is assigned from time to time. Medical Center shall, however, maintain an environment conducive to the health and well being of Resident and will make its best efforts to limit assigned duty to the customary and usual schedule for resident physicians on the service to which Resident is assigned at that time in compliance with the Resident Duty Hour Policy.

### 2.4 Patient Care

Resident shall participate in safe, effective and compassionate patient care under supervision, commensurate with Resident's level of advancement and responsibility.

### 2.5 Educational Activities

Resident shall participate fully in the educational activities of the Residency Program and, as required, assume responsibility of teaching and supervising other residents and students.

# 2.6 Medical Staff Programs

Resident shall participate in the Medical Center's institutional programs and activities involving the medical staff and follow all practices, procedures and policies of the Medical Center. Resident agrees to abide by all the rules and regulations of the Medical Center and its affiliated institutions to which Resident may be assigned from time to time, and agrees to render all service under the direction of the Program Director and of the director or coordinator of the service to which Resident is assigned.

### 2.7 Self-Study

Resident shall develop a personal program of self study and professional growth with guidance from the teaching staff.

### 2.8 Committee Participation

Resident shall participate, when invited, in institutional committees and councils, especially those that relate to patient care review and medical education activities.

# 3. Compensation and Benefits

| 3.1 | Stipend  |
|-----|----------|
|     | M 1 10 4 |

Medical Center agrees to compensate Resident at an annualized rate of \$\_\_\_\_\_\_, to be paid in twenty six (26) equal bi-weekly installments.

# 3.2 Benefits and Support Services

In addition to the stipend described in 3.1 or the Renewal Contract, Medical Center agrees to provide Resident with certain benefits and support services outlined in the Resident Benefit Summary that accompanies this document or as updated with the Renewal Contract during the term of this agreement. These are subject to change from time to time at the discretion of Medical Center. Medical Center will use its best efforts to notify Resident of significant changes as they occur with respect to such benefits and support services and will provide more detailed information upon request. It is understood and agreed by Resident that due to the need for brevity and the fact that certain benefits and support services are provided through contracts of insurance containing detailed descriptions of the benefits and through Medical Center Policies which are subject to change from time to time, the Resident Benefit Summary shall be construed as a summary of some of the elements of the various fringe benefits provided, and will not be construed as binding Medical Center or Resident to terms, conditions of amounts of insurance coverage other than that expressly set forth in the respective insurance policies and Medical Center Policies which may be in effect from time to time.

Residents will receive Disability Insurance and Health Insurance. The current coverage and costs are included in the Resident Benefit Summary. Policies regarding leave of absence, professional leave of absence, parental leave of absence, sick leave benefits and effect on leave for satisfying completion of program requirements are detailed in the Resident Benefit Summary.

Conditions for living quarters, meals, and laundry provisions as well as counseling for medical and psychological support services and policies on physician impairment and substance abuse are included in the Resident Benefit Summary.

### 3.3 Vacation

Each resident is granted 15 to 20 working days of paid leave each year in keeping with program or departmental policy. The total amount of leave includes both vacation and CME paid time off. These days should also be used for interviewing and relocation

### 4. Liability Insurance

The Medical Center and its affiliated institutions shall provide Resident with professional liability insurance coverage as required by Pennsylvania law. Specific details of the current liability insurance coverage are provided in the attached Resident Benefit Summary.

# 5. Professional Activities Outside the Program

It is agreed that Resident may be allowed to work for remuneration outside the scope of the educational activities and regularly assigned duties of this Agreement, provided that prior and specific written notification detailing such activities is given to and written consent obtained from the Program Director, and further provided that such activities do not interfere with Resident's ability to perform the obligations and duties under this Agreement as determined by the Program Director, and such activities are performed in accordance with Medical Center policies. In the event Resident works outside the scope of the educational activities and regularly assigned duties of this Agreement and professional liability insurance coverage is not provided by Medical Center, then Resident shall provide a certificate of professional liability insurance coverage as required by Pennsylvania law. Resident must also provide evidence of a valid unrestricted license to practice medicine in the appropriate state or jurisdiction.

The moonlighting policy is included in the attached Resident Benefit Summary.

#### 6. Sexual Harassment

It is the policy of the Medical Center that sexual harassment will not be tolerated. Complaints or concerns regarding sexual harassment may be submitted to the Program Director, the Vice Dean for Educational Affairs or Assistant Dean for Medical Education, or designated sexual harassment contact person. Conduct by a Resident which constitutes sexual harassment shall be grounds for dismissal or other disciplinary action.

# 7. Non-Qualification for Unemployment Compensation

It is understood and agreed that services performed by Resident in the fulfillment of obligations in the approved program of graduate medical education are services performed in the hospital by an individual who has successfully completed and graduated from a medical school chartered or approved pursuant to the laws of Pennsylvania and do not constitute employment as defined by the Pennsylvania Unemployment Compensation Law. Therefore, Resident further acknowledges, understands, and agrees for the above-stated reason that Resident shall neither qualify for, apply for, or be entitled to unemployment compensation benefits at the conclusion or termination, for any or no reason, of this Agreement, or any extension thereof.

#### 8. Evaluation

#### 8.1 Periodic Evaluation

Periodic written evaluation of Resident will be conducted by the applicable department or program at the end of each resident rotation, or semi-annually by the Program Director to assess Resident's knowledge, technical skills, clinical competence, professional character, interpersonal skills and/or any other factors deemed necessary or desirable to complete the requirements of the Program. The evaluation process is intended to establish standards for Resident's performance and to indicate Resident's ability to proceed to the next level. The process will to the extent reasonably possible provide early identification of deficiencies in Resident's knowledge, skills or professional character, and to the extent reasonably possible allow remedial action to enable a Resident to satisfactorily complete the requirements of the Program.

### 8.2 Annual In-Training Examination

Resident may be required to take the annual in-training examination for Resident's specific program. Other acceptable performance standards will be determined by the Program Director.

### 8.3 Feedback

Program Directors or faculty advisors are encouraged to provide feedback through personal conferences and to obtain the Resident's evaluation of preceptors and the Residency Program. The Resident's evaluation folder will be available for the Resident's inspection.

### 8.4 Assessment/Advisory Committee

A Program Resident Assessment Committee/Advisory Committee or appropriately designated body shall meet at least once each residency year to review the performance of Resident and make a determination as to the ability of Resident to continue in the program and/or advance to a higher level of responsibility.

#### 9. Grievance Procedures

Resident is encouraged to seek resolution of grievances relating to duties. "Grievances" means any difference between Resident and Medical Center with respect to the interpretation or application of, or compliance with the provisions of this Agreement. The procedure is as follows:

- 9.1 Resident to Program Director or Department Chair Resident with a grievance is urged to first discuss it with the Program Director or Department Chair to which Resident may be assigned from time to time. Issues can best be resolved at this stage and every effort should be made to effect a mutually agreeable solution.
- 9.2 Resident to Ombudsperson In situations when the concern relates to the Department Chair or Program Director, and Resident believes that it cannot be presented to the Department Chair or Program Director, Resident may present the grievance directly to the Ombudsperson for guidance.
- 9.3 Resident to Vice Dean for Educational Affairs If, after discussion with the Department Chair or Program Director, the grievance is not resolved to the satisfaction of Resident, Resident has the option to present the grievance to the Vice Dean for Educational Affairs.

9.4 Upon failure to satisfactorily resolve the concern with the Vice Dean for Educational Affairs, Resident may request that the concern be brought before an ad hoc grievance committee. The composition of the committee will be determined by the degree of concern. For the most severe concern as determined by the Vice Dean for Educational Affairs, the committee will be constituted as in 11.2.4. The committee will investigate the concern(s) by appropriate methods and reach a decision by simple majority vote. The decision of the committee shall be reached within a reasonable time period, and be final and binding upon the parties and documented. During the investigation, Resident status will remain unchanged unless suspended from clinical duties for cause.

# 10. Conditions and Notice of Reappointment

At least one hundred and twenty days (or thirty days if the appointment period is nine months or less) prior to end of Resident's current appointment period, the Department Chairman or Program Director shall provide a written offer of reappointment detailing the terms and conditions of reappointment or give a written notice to the resident that the appointment will not be renewed. Resident will be reappointed based on the established standards of clinical competence, knowledge, skills, professional character, interpersonal skills, evaluations and/or any other factors deemed necessary to advance to the next level in training.

In instances where a resident's agreement is not going to be renewed, the Penn State Milton S. Hershey Medical Center will provide the resident with a written notice of intent not to renew the "Resident Agreement" no later than four months prior to the end of the resident's current agreement.

However, if the primary reason(s) for the non-renewal occurs within the four months prior to the end of the agreement, the Penn State Milton S. Hershey Medical Center will provide the residents with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the agreement.

# 11. Suspension, Dismissal or Disciplinary Action

# 11.1 Suspension

The Medical Center may suspend participation of Resident in the Program, for cause for failure to fulfill any obligation of this Agreement, including but not limited to, those specified in Section 11.2.1. If the suspension is for a period of fifteen (15) days or more, Resident shall be afforded the procedures set forth in Section 11.2.2. through 11.2.5.

#### 11.2 Dismissal

#### 11.2.1 For Cause

Resident may be dismissed for cause during the period of appointment. Examples of cause for dismissal include, but are not limited to, the following:

- A. A failure of Resident to meet the performance or conduct standards of the Residency Program;
- B. A violation of the rules and regulations of the Medical Center or a violation of the directions of the Program Director or of the director or coordinator of the service to which Resident is assigned;
- C. An abuse or assault of any patient, colleague or teacher;
- D. A refusal of rehabilitation for substance abuse;
- E. Any conduct which is or would be detrimental to the Medical Center operations, activities or interests;
- F. Any breach of this Agreement;
- G. Deficiencies in maintaining current medical records, including discharge summaries;

- H. Lack of evidence of continuing self-education;
- I. Persistent strife in professional relations; or
- J. Lack of progress in developing acceptable clinical judgment;

### 11.2.2 Dismissal procedure

If the Program Resident Assessment Committee/Advisory Committee or its designate makes the decision that Resident shall not continue in the Program, the Department Chair shall notify Resident in writing immediately. The dismissal notice shall include a summary of the specific charge(s) and shall advise Resident of the right of appeal.

### 11.2.3 Appeal

Appeal of a dismissal or suspension of fifteen (15) days or more may be filed within seven (7) days of receipt of the dismissal or suspension notice by submitting a written notice of appeal to the Department Chair. If an appeal is filed, the dismissal will be suspended pending conclusion of the appeal; provided, that when the cause of dismissal creates reasonable grounds to believe that there is a threat to the safety of patients, Resident, or other persons or property, or a threat to disrupt the essential operations of the Medical Center, the Department Chair may direct that all or part of Resident's duties be suspended pending conclusion of the appeal. While a dismissal is pending appeal, Resident will receive stipend and benefits. Failure to file written notice of appeal within seven (7) days of receipt of the dismissal or suspension notice shall constitute a waiver of Resident's opportunity to resort to the Appeal Board and Review procedure detailed in 11.2.4 – 11.2.6.

### 11.2.4 Appointment of Appeal Board

Upon receipt of an appeal, an Appeal Board will be appointed by the Senior Vice President for Health Affairs and Dean, consisting of the following: Vice Dean for Educational Affairs (presiding), the Medical Director of The Milton S. Hershey Medical Center, a senior resident in the same program as the appealing Resident, a resident designated by the Resident Council, and two senior members of the teaching faculty of the Medical Center.

### 11.2.5 Opportunity to Present Statements

The Appeal Board shall provide Resident an opportunity to present oral and written statements by Resident and other persons in support of the appeal. The Department Chair, or a designee, shall by responsible for presenting evidence in support of the dismissal. Specific procedures applicable to the appeal shall be adopted by the Appeal Board and furnished to the resident and the Department Chair.

#### 11.2.6 Recommendation

The recommendation of the Appeal Board shall be submitted to the Chief Executive Officer, Senior Vice President for Health Affairs, and Dean, College of Medicine, who shall make the final decision with respect to the residents continuation in the program.

# 12. Certification of Completion

Certification of completion of the program will be contingent upon Resident returning all property of the Medical Center such as books, keys, equipment, etc., having completed all medical records for which he or she is responsible, and having settled any other professional or financial obligations to the Medical Center.

#### 13. Miscellaneous

### 13.1.1 Applicable Law

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

### 13.1.2 Waiver of Breach

The waiver of either party of a breach of violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

### 13.1.3 Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

# 13.1.4 Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes all prior understandings. Any changes or alterations to this Agreement must be in writing and signed by the parties.

# 13.1.5 Acknowledgment

Resident acknowledges reading this Agreement prior to signing.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

|         | THE MILTON S. HERSHEY MEDICAL CENTER |
|---------|--------------------------------------|
| WITNESS | By:                                  |
| WIINESS | Print Name:                          |
|         | Print Title:                         |
|         | "RESIDENT"                           |
| WITNESS | Resident Signature                   |
|         | Print Name                           |
|         | Date:                                |

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