



SAMPLE CONTRACT

ASCENSION PROVIDENCE HOSPITAL RESIDENT AGREEMENT

THIS AGREEMENT ("Agreement") is by and between Ascension Providence Hospital MSU/CHM ("Hospital"), whose address is 16001 W. Nine Mile Road, Southfield, MI 48075 and _____, MD/DO ("Resident"), effective July 1, 2021. Resident is sometimes referred to in this Agreement as "you" or "your."

1. **Appointment.**

- 1.1 The Hospital offers, and you accept appointment as a **PGY-4** fellow in the _____ Fellowship Program for the period beginning July 1, 2021 and ending June 30, 2022, under the terms of this Agreement. This Agreement will become effective only if you successfully complete (a) all the Program requirements of each of the previous years of your training, if any, (b) a physical examination, (c) a negative drug screen, and (d) a criminal background investigation.
- 1.2 Promotions to the next level of post-graduate training in the Program will be made in accordance with ACGME guidelines or CPME guidelines, as applicable, and in accordance with the House Staff Manual.

2. **Resident's Obligations.** You shall:

- 2.1 Fulfill the educational requirements of the Program and perform the customary services of a post graduate medical trainee, in accordance with applicable standards of medical practice, the ACGME standards or CPME standards, as applicable, and the Hospital's House Staff Manual, as they exist now and as amended in the future;
- 2.2 PGY1 residents must take the applicable Step 3 licensing examination no later than the completion of your first year of training. If a resident fails to pass the first time, you must take, pass, and provide proof of passing by January 31st of your PGY2 year of training. Failing at any time will result in being placed on an academic and wellness remediation plan, as approved by the Program Director. Failure to provide proof of passing prior to the issuance of the PGY3 contract will result in a clause in the residents' PGY3 contract. The clause will document the residents' understanding that the contract will not take effect unless proof of passing Step 3 is provided no later than the end of their PGY2 year of training. Failure to pass Step 3 by the end of their PGY2 year of training will result in non-renewal of the residents' PGY 3 contract, without a right to appeal.

- 2.3 Strictly abide by the Ethical and Religious Directives for Catholic Health Care Services, now and as amended, and all applicable statutes in the State of Michigan relating to the practice of medicine.
- 2.4 Abide by all ACGME or CPME duty-hour standards, as applicable, which are carefully constructed for promoting patient safety and education;
- 2.5 Complete the medical record of each patient under your care in a timely manner and in accordance with the Hospital's policies;
- 2.6 Participate in institutional committees and councils as invited or appointed;
- 2.7 Maintain up-to-date surgical/procedural/patient logs as required by your Program;
- 2.8 Maintain all of the following: (a) a full license or an educational limited license to practice allopathic medicine or osteopathic medicine in the State of Michigan, (b) a Michigan controlled substance license, and (c) a DEA controlled substance registration. The Graduate Medical Education Department will pay for educational limited and CS-1 pharmacy licenses and renewals. For those with a permanent medical license and CS-3 pharmacy license, the Graduate Medical Education Department will supply reimbursement for the cost of the educational licenses towards the cost of the permanent licenses. You must notify the Program Director and the Director of Medical Education immediately in writing, if any of the above requirements expires without renewal or is suspended, revoked, or limited in any manner, or if any licensing authority initiates any investigation or disciplinary proceedings against you;
- 2.9 Comply with all the Hospital's applicable policies, procedures, rules, and regulations, as they exist now and as they may be amended from time to time, including without limitation the House Staff Manual, Associate Hand Book, and the policies established by the Program Director and/or Education Committee of the Department in which you are training;
- 2.10 To develop an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and how to apply cost containment measures in the provision of patient care;
- 2.11 Not accept compensation in any form from any source other than the Hospital with respect to patients cared for at the Hospital;
- 2.12 Notify the Program Director promptly if you are the subject of any inquiry by a third-party payor or external review agency, including the Michigan Peer Review Organization. You will respond appropriately and diligently to any such inquiry. You will also promptly notify the Program Director and the Hospital's Risk Management Office promptly of (a) any request you receive from an attorney for information related to your duties under this Agreement, and (b) any lawsuit filed against you relating to the services provided by you under this Agreement; and

3. Hospital's Obligations. The Hospital agrees to provide:
 - 3.1 A training program that is accredited by the ACGME or CPME, as applicable, and the residency review committee;
 - 3.2 Due process for the redress of Resident grievances as described in the House Staff Manual;
 - 3.3 Information regarding the availability of counseling, medical, and psychological support services, physician impairment and substance abuse issues, and the Hospital's policies on gender or other forms of harassment, all of which will be found in the House Staff Manual; and
 - 3.4 Detailed information regarding benefits, policies, and conditions of employment, as found in the House Staff Manual.
4. Compensation. The Hospital will provide you with the compensation stipend of **\$59,743** per year, payable in equal bi-weekly installments, which shall be the sole consideration for the services you provide under this Agreement. If, during the term of this Agreement, you do not complete the minimum number of days of training required by the applicable residency review committee, you will be required to complete additional days of training to receive full credit for the year of residency training covered by this Agreement, despite the fact that your absences qualified as paid leave days under the terms of Section 5.
5. Benefits. You will receive the following benefits, subject to the same conditions applicable to Hospital exempt associates and the terms and conditions of the Hospital's then current benefit plans and/or policies. The benefits listed below may be unilaterally modified by the Hospital from time to time.
 - 5.1 Three (3) weeks of paid vacation time, which may be taken upon receipt of prior approval by the Program Director;
 - 5.2 Up to five (5) days of paid educational conference leave, provided the Program Director approves your attendance at the conference;
 - 5.3 Twenty-four (24) hours of paid leave are allowed for death of an immediate family member. Other leave allowances may be available to you under the House Staff Manual and the Hospital's Human Resources Manual, including those qualifying under the Family Medical Leave Act, personal leaves of absence, and military leaves of absence. Residents returning from a leave of absence must make up the time lost in accordance with their residency program and/or the House Staff Manual;

- 5.4 Health insurance for you and your dependents in accordance with Hospital policies, as they may be amended from time to time. (Benefits are further described in the House Staff Manual and the Human Resources Manual);
 - 5.5 Professional liability coverage (including defense), covering claims that result from your performance of your duties under this Agreement (regardless of the date on which a claim is filed against you), in accordance with the Hospital's insurance program;
 - 5.6 Workers' compensation insurance coverage consistent with the Hospital's benefits program;
 - 5.7 Basic life insurance and disability insurance provided in accordance with the House Staff Manual and the Human Resources Manual. Supplemental life insurance, supplemental disability insurance, and dependent life insurance is available for your purchase in accordance with the House Staff Manual and the Human Resources Manual; and
 - 5.8 Other benefits, including but not limited to call quarters, meals, educational allowance and uniforms, as described in the House Staff Manual.
6. **Outside Professional Activities.** You shall devote your full-time professional efforts to performing your obligations under this Agreement, except for outside activities that satisfy the requirements of this Paragraph and the House Staff Manual policy related to such outside activity, as they exist and as may be amended from time to time. If you engage in any professional activities other than those required by this Agreement, including working as a contingent ("moonlighting") staff physician for the Hospital, you agree to abide by the Hospital's policies related to such activity and the following:
 - 6.1 Your outside activities shall not interfere with your performance of your duties under this Agreement. You must limit such outside activities to forty-eight (48) hours or less per month or as stipulated by the Department in which you are training.
 - 6.2 You shall request in writing and obtain prior written approval from the Program Director prior to any proposed outside activity. Written approval along with proof of malpractice coverage must be kept in the department file. You will discontinue the outside activity if you are notified by the Program Director in writing that the activity is interfering with performance of your duties under this Agreement.
 - 6.3 You will not be covered under the Hospital's professional liability insurance program when you are engaged in professional activities outside the scope of this Agreement, and you agree to indemnify the Hospital against any claim, damage, or liability resulting from any such professional activities. However, if you are working as a contingent staff physician for the Hospital and your separate contingent employment agreement specifies such professional liability insurance coverage, then you will not be obliged to indemnify the Hospital for liability arising from your contingent services to us.

- 6.4 You understand that if you hold a Michigan educational limited license to practice medicine, you may legally practice medicine only within the scope of that license. In order to participate in outside activities, you must obtain a full and unrestricted license to practice medicine.
- 6.5 Your actions during outside activities may be considered in the Hospital's evaluation of your performance and in the Hospital's decisions regarding continuation of your participation in the training program.
7. Termination and Appeal.
- 7.1 Termination. If the DIO determines that you are not fulfilling or cannot fulfill your obligations under this Agreement or are otherwise in breach of this Agreement, the Hospital may terminate this Agreement, by following the procedure described in the House Staff Manual. Further, if you engage in conduct that is inconsistent with the Hospital's mission or the Hospital's expectations of you as a Resident, this Agreement will be terminated by the DIO, by following the procedure described in the House Staff Manual. If this Agreement is terminated prior to its expiration date in accordance with this Paragraph, the Program Director must submit written notification to the Director of Medical Education and/or the Designated Institutional Official. Each party, at its option, may submit an explanatory statement to the ACGME or the CPME, as applicable.
- 7.2 Summary Suspension. Notwithstanding any other provision of this Agreement to the contrary, the DIO reserves the right to suspend you summarily if it is determined that suspension is or may be necessary in order to avoid an adverse effect on patient care or on the Hospital or its employees. The DIO will furnish you with formal written notice of summary suspension no less than seventy-two (72) hours after a suspension is imposed and you shall be entitled to request a hearing.
- 7.3 Right of Appeal. If the DIO notifies you that (a) you have been summarily suspended; (b) is terminating this Agreement effective before the expiration date stated in paragraph 1; or (c) is not renewing this Agreement, then you will have the right of appeal. Refer to the Grievance Policy in the House Staff Manual.
- 7.4 Nonrenewal. If the DIO determines that the Hospital will not enter into a resident agreement with you for the year immediately following expiration of this Agreement, the DIO will furnish you with written notice of this decision at least one hundred and twenty (120) days before this Agreement expires. You will be entitled to appeal such a decision in accordance with the House Staff Manual.

8. Program Closure Policy. In the event the Program is closed or there is a reduction in the total number of Residents in the Program, those residents currently enrolled in the Program will be allowed to complete their Program, provided they meet the policies for advancement and graduation. The Hospital will use every effort to assist such Residents wishing to relocate to another program.
9. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties regarding participation in the Program, and supersedes all discussions and other agreements, either oral or in writing, between the parties regarding this subject. No modification of, or addition to, this Agreement shall be valid unless it is in writing and signed by the Director of Medical Education or the Designated Institutional Official and by you. No person has authority to modify this Agreement orally, and any such oral modification shall not be valid or binding upon the parties. Except as otherwise provided herein, this Agreement supersedes all policy statements, manual or documents issued by the Hospital that are in any manner contrary to the terms of this Agreement, including the House Staff Manual. In addition, the terms of the House Staff Manual shall supersede any contrary provisions of other policy statements, manual or documents. All references to "House Staff Manual" in this Agreement shall include all revisions made during the term of this Agreement.
10. Agreement Not Assignable. This Agreement shall not be assigned or is not assignable by either party without the prior express written consent of the other party.
11. No Third-Party Rights. This Agreement is for the benefit of the parties only and is not entered for the benefit of any other person or entity, including patients and their representatives.
12. Invalid Provision. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
13. Governing Law. This Agreement will be construed in accordance with the laws of the State of Michigan.
14. Purpose. You and the Hospital agree that the purpose of this Agreement is to furnish you with post-graduate medical training and your employment with the Hospital will not extend beyond your post-graduate medical training. Accordingly, termination of your employment shall be in accordance with this Agreement and, unless otherwise provided for herein, not according to Hospital general employment policies.

ASCENSION PROVIDENCE HOSPITAL/MSUCHM

The Program Director and Department Chair acknowledge that the Director of Medical Education is offering or renewing this contract. The signatures below are evidence that all parties agree.

IN WITNESS WHEREOF, this Agreement has been signed by the Hospital's authorized representative and by you, as of the day and year below.

Director of Medical Education/Designated Institutional Official **Date** _____

PROGRAM DIRECTOR **Date** _____

RESIDENT/FELLOW: **Date** _____