

**THE METROHEALTH SYSTEM
RESIDENT/FELLOW AGREEMENT**

Name: _____ (the “Resident”)

GME Program: _____ (the “Program”)

MetroHealth Department: _____ (the “Department”)

Initial Level of Training: PGY-1 PGY-2 PGY-3 PGY-4
 PGY-5 PGY-6 PGY-7

Start Date: _____ **End Date:** _____

Initial Stipend: \$_____ per year, payable as set forth herein

This Resident/Fellow Agreement (“Agreement”) is entered into by and between The MetroHealth System, a county hospital organized and operated under Chapter 339 of the Ohio Revised Code located at 2500 MetroHealth Drive, Cleveland, Ohio 44109 (“MetroHealth”) and Resident.

In consideration of the mutual covenants, obligations and agreements set forth herein, the parties hereby agree as follows:

I. Appointment

MetroHealth hereby engages the Resident in the Department’s Program at the Initial Level of Training. Resident acknowledges and agrees that Resident will be an at-will employee of MetroHealth subject to all regular terms and conditions of employment at MetroHealth, except as outlined herein. The Resident acknowledges that this engagement is subject to the terms of this Agreement and the bylaws, policies and procedures of MetroHealth and the Department, and is contingent upon the Resident securing the following requirements prior to the Start Date:

- Credentialing from MetroHealth;
- A training or permanent license to practice in the State of Ohio;
- Valid documentation of authorization to accept employment in the United States; and
- Completion of all pre-employment drug test and health requirements.

Resident shall maintain these requirements through the term of this Agreement and Resident is responsible for notifying their Program Director immediately, in writing, if any of the required items is revoked or otherwise restricted or suspended.

II. Resident Responsibilities

A. Compliance with Laws, Regulations and Accreditation Requirements:

Resident agrees to comply, and cooperate fully with MetroHealth in compliance, with all applicable laws, regulations and accreditation standards as may be enacted or amended from time to time and with all implementing policies, procedures and/or documentation requirements now in existence or as may be adopted or amended by MetroHealth at any time.

B. Educational Activities: Resident agrees to participate fully in the educational activities of the Program, including rotations, continuity and/or community clinics, and the performance of scholarly and research activities as assigned by the Program Director, attend all required educational conferences, and participate in assigned MetroHealth, Medical Staff and Program activities.

C. Professional Development: Resident agrees to develop and follow a personal program of study and professional growth with guidance from the teaching staff and demonstrate ability to assume graded and increasing responsibility for patient care. Furthermore, Resident agrees to participate in safe, effective and compassionate patient care under supervision commensurate with their level of training and responsibility.

D. Professionalism: Resident agrees to conduct himself/herself in a professional manner consistent with all applicable MetroHealth policies and standards, and all applicable professional obligations, including those set forth by the professional board applicable to the Program. Resident agrees to accept, respect, and carry out MetroHealth's Mission, Vision, and values and philosophy of equality, compassion, excellence, partnership, and stewardship and to treat all patients, colleagues, associates and visitors in a respectful and courteous manner.

E. Medical Records: Resident acknowledges that all patient-related records are the property of MetroHealth and agrees to cooperate fully with MetroHealth, the Program and Medical Staff policies regarding the completion of medical records. Resident agrees to maintain the confidentiality of all patient-related information in accordance with MetroHealth policy and applicable law. This provision shall survive any termination of this Agreement.

F. Confidentiality: Resident also agrees to maintain the confidentiality of information concerning MetroHealth, including its finances, business practices, strategic plans and similar matters (collectively, the "Confidential Information"), whether the Confidential Information is written, oral or maintained electronically. The Confidential Information is and shall remain the sole and exclusive property of MetroHealth. Resident may not at any time during the Agreement or after the termination of employment, for any reason whatsoever, use, disclose, or distribute Confidential Information to any person or entity. Resident further understands that his/her assigned electronic log-on constitutes his/her legal electronic signature and agrees to not share the assigned log-on or password. This provision shall survive any termination of this Agreement.

G. Quality Improvement/Risk Management: Resident agrees to participate in and cooperate with Quality Improvement and Risk Management activities as directed by the Program Director and to provide such information as may be required to fulfill the Quality Improvement

and Risk Management efforts of MetroHealth. Resident also agrees to participate in the defense of any claims arising out of or related to matters that occurred during Resident's residency under this Agreement. This provision shall survive any termination of this Agreement.

H. Return of Materials: At the time of the expiration or termination of the Agreement, Resident shall return all MetroHealth and/or Program property, including but not limited to pagers, parking permits, keys, documents, files, computers, equipment, library books issued from the Medical Library and I.D. badges.

I. Nondiscrimination: In performing under this Agreement, Resident shall not discriminate on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, disability, age, genetic information, pregnancy, veteran/military status, ability to pay for services rendered, or any other legally protected characteristic.

III. Compensation and Benefits

A. Compensation: During the Term of this Agreement, MetroHealth will pay Resident the Stipend per year, paid in equal amounts bi-weekly on a salaried/exempt basis and in accordance with MetroHealth policies. Such income will be reported as required by law and appropriate withholdings will be made.

B. Benefits: In addition to the Stipend, during the Term of this Agreement, MetroHealth will provide Resident and eligible dependents with health, dental, and vision insurance; life insurance; disability insurance; and a retirement plan through the Ohio Public Employees Retirement System (OPERS). Such benefits shall be available to Resident in the same manner as they are available to non-bargaining unit employees. Some or all of such benefits may require, and be subject to, Resident's premiums and other contribution through payroll deduction. MetroHealth reserves the right to revise available benefits as the need arises and to enhance, modify or delete any benefit at any time.

C. Professional Liability Insurance and Claims: MetroHealth will provide Resident with general and professional liability insurance coverage through MetroHealth's policies with limits of \$1 million per occurrence and \$3 million in the annual aggregate. Such insurance will cover Resident for actions that occurred within the scope of his/her duties and employment at MetroHealth. This insurance coverage will be effective as of the Start Date and includes "tail" coverage after Resident leaves MetroHealth for services provided while Resident was employed by MetroHealth. Professional liability coverage for professional services rendered by Resident prior to employment by MetroHealth or when not acting within the scope of Resident's duties or employment with MetroHealth remains Resident's responsibility. Resident understands that any claim or legal action involving his/her professional conduct may require MetroHealth to report a claim resolution to the National Practitioner's Data Bank or additional regulatory agencies. The decision to appoint defense counsel and resolution of any litigated or non-litigated case is within the sole authority of MetroHealth. Resident agrees at all times to fully cooperate in the defense and investigation of any and all claims or lawsuits.

D. Vacation/Sick/Unpaid Leave: Resident is entitled to vacation and sick leave in accordance with the requirements of the professional board applicable to the Program. Resident also may be entitled to Family Medical Leave or other leave of absence in accordance with

MetroHealth policy. All leaves of absence and the duration of such leave must be approved in advance by Resident's Program Director and may affect Resident's training. Resident may be required, as determined by the Program Director consistent with any standards of the professional board applicable to Resident's Program, to repeat training and/or otherwise make up time for training in order to fulfill criteria for completion of Resident's training or in order to sit for a specialty board examination.

E. No Unemployment Compensation: In accordance with state law, Resident understands and agrees that Resident is not eligible to receive unemployment compensation benefits after termination or expiration of this Agreement for any reason.

IV. Grievances and Due Process

All Residents have the right to raise grievances and receive due process on issues related to the work environment and the Program in accordance with MetroHealth's Resident Due Process Policy, which is contained in the Resident Manual and available from the Graduate Medical Education Office. All issues not covered by the Resident Due Process Policy shall be handled in accordance with applicable MetroHealth policies.

V. Hours of Duty and Moonlighting

A. Hours of Duty: Resident understands and agrees that their hours of duty will vary with the clinical services to which he/she is assigned; that there are no pre-determined hours of duty; and that the hours will be based in part by the clinical service to which he/she is assigned, the needs of the patients, and the needs of MetroHealth to provide safe, and effective patient care. Resident's hours of duty also will be in compliance with the standards applicable to the Program, ACGME, and the MetroHealth Graduate Medical Education Duty Hour policy. Resident will adhere to the duty hour standards and the rotations and assignments established by MetroHealth, and will complete in a timely manner any monitoring requirements related to such duty hours.

B. Moonlighting: "Moonlight" as used in this Agreement means professional and patient care activities involving the practice of medicine that are separate and apart from the duty hours for the Program. *Resident may not engage in Moonlighting without prior notification to and approval of the Program Director.*

In the event Resident receives approval to Moonlight, his/her performance will be monitored and evaluated to ensure compliance with the ACGME duty hour regulations. MetroHealth reserves the right to revoke any authorization for Moonlighting at its sole discretion. Moonlighting activities shall not be covered by MetroHealth's professional liability insurance unless the Moonlighting is: (a) pre-approved; and (b) conducted at a MetroHealth site.

VI. Term, Promotion, and Termination

A. Term: This Agreement shall commence as of the Start Date and remain in effect for one year, unless earlier terminated in accordance with this section or unless extended if Resident is reappointed in accordance with this section.

B. Conditions for Reappointment/Promotion: Resident's performance will be assessed by the Program to determine whether Resident shall be reappointed/promoted to the next level of training. The decision to reappoint Resident is within the sole discretion of the Program and is expressly contingent upon several factors including, but not limited to: satisfactory completion of all specified post-graduate year training components; satisfactory performance evaluations; full compliance with the terms of this Agreement; continuation of MetroHealth's and Program's accreditation; and MetroHealth's financial ability. If Resident is reappointed, Resident shall execute a Promotion Agreement, which shall continue the terms of this Agreement for an additional one (1) year of training, at which time promotion will again be assessed. Assessment and decisions regarding reappointment shall continue annually until all levels of training in the Program have been achieved. Resident shall execute a Promotion Agreement for each year of training. Should the Program decide not to reappoint Resident to a subsequent year of training, Resident will be timely notified in writing prior to the end of the Term of the Agreement.

C. Program Closure/Reduction: In the event that MetroHealth and/or the Program are closed or there is a reduction in the total number of Residents in the Program, MetroHealth will inform Resident as soon as possible. MetroHealth will use its best efforts to allow the Residents to complete the Program. If continuation or completion is not feasible, MetroHealth will use its best efforts to arrange for alternate placement of Resident with a comparable training program.

D. Termination by MetroHealth: Notwithstanding anything to the contrary in this Agreement, either express or implied, MetroHealth may terminate this Agreement at will – at any time for any reason, with or without cause. Except as set forth below, MetroHealth may, in its sole discretion, make reasonable attempts to arrange for alternate placement of the Resident if this Agreement is terminated by MetroHealth (“Placement Obligations”).

MetroHealth shall not have any Placement Obligations if the Agreement is terminated for any of the following reasons:

1. Professional incompetence;
2. Acts of fraud, dishonesty or misconduct by Resident, including any misrepresentation in or falsification of any information or documentation provided by Resident;
3. Failure by Resident to obtain or maintain appropriate professional license or valid work authorization;
4. A breach of the terms of this Agreement by Resident;
5. Neglect of duties or violation of MetroHealth rules, regulations or policies by Resident;
6. Conduct by Resident that is not in best interests of MetroHealth and/or its patients;
7. Conviction of Resident of a crime;
8. Exclusion from or sanction by the Medicare, Medicaid or other public health program; or,
9. Moonlighting without approval.

E. Termination by Resident: Resident may terminate this Agreement for any reason and at any time, and withdraw from the Program after notice to and discussion with the

Program Director. Resident is required to give 90 days' notice unless otherwise agreed by both MetroHealth and the Program.

VII. Reporting Obligations

A. Resident acknowledges and agrees that MetroHealth may be required to, or may opt to, provide notice regarding certain aspects of Resident's training in the Program to, as applicable, the Accreditation Council for Graduate Medical Education, the Council on Dental Accreditation, the Ohio State Medical Board, the Ohio State Dental Board, the appropriate specialty board, and/or the National Practitioner Data Bank. Such notice and required reporting may be triggered, for example, if Resident's appointment and participation in the Program terminates, if Resident is not promoted to the next level of training, if Resident's training is extended, or if certain disciplinary actions are taken.

VIII. Miscellaneous

A. Amendment and Assignment: This Agreement may be amended only in writing and signed by both parties. This Agreement may not be assigned to another party.

B. Governing Law: This Agreement shall be construed under the laws of the State of Ohio and applicable federal law.

C. Entire Agreement: This Agreement, including all attachments referenced herein, contains the entire understanding of MetroHealth and Resident and supersedes all negotiations, prior or contemporaneous discussions, or agreements or understandings, whether written or oral. In the event that any part or parts of this Agreement shall be found to be unenforceable for any reason in law, such part or parts shall be stricken from the Agreement and replaced as is legally possible to carry out the intent to the fullest extent possible of the parties.

D. Counterparts: This Agreement may be executed in counterparts and an electronic or duplicate version shall constitute an original.

IN WITNESS WHEREOF, this Agreement has been executed by MetroHealth and Resident.

The MetroHealth System

Resident

By: _____

Program Director

By: _____
Printed Name: _____

By: _____
Bernard Boulanger, MD, MBA
Chief Clinical Officer

By: _____
Abdulla Ghori, MD
Designated Institutional GME Officer

ATTACHMENT B
RESIDENT APPOINTMENT SUPPLEMENT

Instructions:

- You must answer all the questions on this form and initial and date each page of this form at the bottom right.
- ALL “Yes” answers must be explained on a separate sheet, referencing the question by number, and attached to this form.
- Providing false information on this form may result in the adverse employment action against you.
- Completion and submission of this form is a precondition to your employment at MetroHealth.

If you answer “Yes” to any of the following questions, you are required to furnish complete details, including date, place, reason and disposition of the matter. All affirmative answers must be thoroughly explained on a separate sheet of paper. DO NOT write explanation on these pages. Please note that some questions require very specific and detailed information. Make sure all responses are complete.

(Please place ✓ in the yes or no box)

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1. Have you ever been denied staff membership at any hospital, nursing home, clinic, health maintenance organization, or similar institution? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you ever been warned, censured, disciplined, had admissions monitored, had privileges limited, had privileges suspended or terminated, been put on probation, or been requested to withdraw from or resign privileges at any hospital, nursing home, clinic, health maintenance organization, or other similar institution in which you have trained, been a staff member, or held privileges, for reasons other than failure to maintain records on a timely basis, or failure to attend staff or section meetings? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Have you ever resigned from, withdrawn from, or terminated, or have you ever been requested to resign from, withdraw from, or otherwise been terminated from, a position with a medical partnership, professional association, corporation, health maintenance organization, or other medical practice organization, either private or public? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Have you ever resigned from, withdrawn from, or have you ever been warned by, censured by, disciplined by, been put on probation by, been requested to withdraw from, dismissed from, been refused renewal of a contract by, or expelled from, a medical school, clinical clerkship, externship, preceptorship, residency, or graduate medical education program? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Have you ever transferred from one graduate medical education program to another? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Have you ever, for any reason, lost specialty board certification in the U.S. or elsewhere, or been denied such certification, or denied examination for such certification? | <input type="checkbox"/> | <input type="checkbox"/> |

Resident Initial: _____
Date: _____

- 7. Has any board, bureau, department, agency or other body, including those in Ohio, in any way limited, restricted, suspended, or revoked any professional license, certificate or registration granted to you; placed you on probation; or imposed a fine, censure or reprimand against you?

- 8. Have you ever voluntarily surrendered, resigned, or otherwise forfeited any professional license, certificate or registration issued to you by any board, bureau, department, agency, or other body; or have you ever withdrawn any application for licensure, relicensure, or examination, in any state (including Ohio), territory, province, or country?

- 9. Have you ever, for any reason, been denied licensure or relicensure, application for licensure or relicensure, or the privilege of taking an examination, in any state (including Ohio), territory, province, or country?

- 10. Have you ever been requested to appear before any board, bureau, department, agency, or other body, including those in Ohio, concerning allegations against you?

- 11. Have you ever entered into an agreement of any kind, whether oral or written, with respect to a professional license, in lieu of or in order to avoid formal disciplinary action, with any board, bureau, department, agency, or other body, including those in Ohio?

- 12. Have you ever been notified of any investigation concerning you by any board, bureau, department, agency, or other body, including those in Ohio, with respect to a professional license?

- 13. Have you ever been notified of any charges, allegations, or complaints filed against you with, any board, bureau, department, agency, or other body, including those in Ohio, with respect to a professional license?

- 14. Have you ever been denied, or have you ever surrendered, a state or federal controlled substance or drug registration; had it revoked, terminated, or restricted in any way; or been warned, reprimanded, or fined by, or been requested to appear before, the responsible agency?

- 15. Have you ever pled guilty to, been found guilty of a violation of any law, or been granted intervention or treatment in lieu of conviction regardless of the legal jurisdiction in which the act was committed, other than a minor traffic violation? If yes, submit copies of all relevant documentation, such as police reports, certified court records and any institutional correspondence and orders.

- 16. Have you ever been arrested or forfeited collateral, bail, or bond for breach or violation of any law, police regulation, or ordinance other than for a minor traffic violation; been summoned into court as a defendant or had any lawsuit filed against you (other than a malpractice suit)? Please be advised that you are required to submit copies of all relevant documentation, such as police reports, certified court records and any institutional correspondence and orders. If case has been expunged you must submit certified letter from court.

Resident Initial: _____
Date: _____

17. Have you been a defendant in a legal action involving professional liability (malpractice), or had a professional liability claim paid on your behalf, or paid such a claim yourself?
18. Have you ever been denied professional liability insurance or coverage, or had such insurance or coverage canceled, limited, or restricted in any way?
19. Have you ever been denied or relinquished participation in any third party reimbursement program, whether governmental or private, including Medicaid and Medicare; or had such participation limited, restricted, suspended, or revoked; or been warned, reprimanded, requested to appear before, or fined by the responsible body?
20. Have you ever been denied privileges, or had privileges revoked, suspended, restricted, reduced, or terminated by the Department of Defense, the Veteran's Administration, or any of their respective components?
21. Have you ever been diagnosed as having, or have you been treated for, pedophilia, exhibitionism, or voyeurism? If yes, please explain.
- 22.a. Within the last ten years, have you been diagnosed with or have you been treated for, bipolar disorder, schizophrenia, paranoia, or any other psychotic disorder?
- 22.b. Have you, since attaining the age of eighteen or within the last ten years, whichever period is shorter, been admitted to a hospital or other facility for the treatment of bipolar disorder, schizophrenia, paranoia, or any other psychotic disorder?
23. Do you have, or have you been diagnosed as having, a medical condition which in any way impairs or limits your ability to practice medicine with reasonable skill and safety? If yes, please explain.
- 23.a. Are the limitations or impairment caused by your medical condition reduced or ameliorated because you receive ongoing treatment (with or without medication) or participate in a monitoring program? If yes, please explain.
- 23.b. Are the limitations or impairments caused by your medical condition reduced or ameliorated because of the field of practice, the setting, or the manner in which you have chosen to practice? If yes, please explain.
- "Chemical substances" is to be construed to include alcohol, drugs, or medications including those taken pursuant to a valid prescription for legitimate medical purposes and in accordance with the prescribers direction, as well as those used illegally.*
24. Do you use chemical substance(s) which in any way impair or limit your ability to practice medicine with reasonable skill and safety? If yes, please explain.
- 24.a. Are the limitations or impairment caused by your use of chemical substances reduced or ameliorated because you receive ongoing treatment (with or without medication) or participate in a monitoring program? If yes, please explain.

Resident Initial: _____
Date: _____

- 24.b. Are the limitations or impairments caused by your use of chemical substances reduced or ameliorated because of the field of practice, the setting, or the manner in which you have chosen to practice? If yes, please explain.

For purposes of question 25 the following phrases or words have the following meaning:

"Currently" does not mean on the day of, or even in the weeks or months preceding the completion of this application. Rather it means recently enough so that the use of drugs may have an ongoing impact on one's functioning as a licensee, or within the past two years.

"Illegal use of controlled substances" means the use of controlled substances obtained illegally (e.g. heroin or cocaine) as well as the use of controlled substances which are not obtained pursuant to a valid prescription or not taken in accordance with the direction of a licensed healthcare practitioner.

25. Are you currently engaged in the illegal use of controlled substances?
- 25.a. If "YES," are you currently participating in a supervised rehabilitation program or professional assistance program which monitors you in order to assure that you are not using illegal controlled substances? If yes, please explain.

Resident Initial: _____
Date: _____

THE METROHEALTH SYSTEM

RESIDENT/FELLOW DRUG TEST & HEALTH REQUIREMENTS

Drug Testing

Residents are required to have a satisfactory 10-panel drug and nicotine test (a “Drug Test”) completed no more than thirty (30) days prior to their Start Date. Residents may be re-tested in accordance with MetroHealth policy. No Resident will be accepted into the Program unless the Drug Test is negative.

Immunizations

Residents must abide by the following requirements for immunizations:

- Tuberculosis (TB). All Residents must receive a negative two-step TB test result within thirty (30) days prior to the start of their Program.
- Influenza. All *Residents* must receive a flu vaccine annually during flu season in accordance with MetroHealth policy and provide confirmation of the vaccination upon request.
- Hepatitis B. Residents enrolled in an ADA-accredited Program must receive a Hepatitis B immunization/ proof of immunity or a signed waiver assuming the risk of exposure.
- Other Vaccinations. All Residents are strongly encouraged to receive additional immunizations for Hepatitis B, Measles, Mumps, Rubella, Chicken Pox, and Diphtheria Tetanus. Residents assume the risk of exposure to such diseases if immunizations are not secured and maintained over the course of their Program.

Changes

Each of these requirements is subject to change at the discretion of MetroHealth and without need to amend any Agreement between Resident and MetroHealth. MetroHealth shall notify Resident of any such changes and work with the Resident to ensure the appropriate implementation of such changes.