

	<b>Graduate Medical Education</b>	
	GMEC Approval Date:	06/23/2023
	Effective Date:	07/01/2023
	Review/Revision Date:	06/22/2023
Policy Title: <b>Agreement of Appointment/Contract</b>		
ACGME Institutional Requirement: <b>IV.C.</b>		Page 1 of 3

**I. Purpose**

To describe the qualifications for appointment and responsibilities of residents/ fellows appointed for training to LECOM Graduate Medical Education Programs.

**II. Policy**

- A. Residents and fellows are trainee employees of Millcreek Community Hospital, an entity of the Lake Erie College of Osteopathic Medicine, and not employees of any affiliated hospital, clinical site or private practice group.
- B. The residency and fellowship programs are accredited by any of the following: the Accreditation Council for Graduate Medical Education (ACGME), the specialty board, or Non-Standard programs approved by the Graduate Medical Education Committee.
- C. The Program Director and Program Coordinator of the residency/fellowship training program have administrative oversight responsibility of all the activities of the resident physician in the program.
- D. Appointment as a LECOM Resident/Fellow is an honor associated with previous accomplishments and presumed capabilities as well as with significant continuing obligations hereunder by which the Resident/Fellow agrees to perform and obtain competencies without limitation.
- E. LECOM will provide one year of residency training and one week of orientation to new residents unless renewed or extended in writing by LECOM authorized representatives.

**III. Qualifications for Employment [IR IV.C.1.]**

- A. Be a graduate of a medical or osteopathic school.
- B. Deliver information and documents for Lake Erie College of Osteopathic Medicine Graduate Medical Education to properly complete Form I-9, and, as applicable, a copy of an appropriate visa as required by the U.S. Department of Citizenship and Immigration Services (CIS) and to demonstrate certification by the Educational Commission for Foreign Medical Graduates (ECFMG), and all other similar authoritative bodies.
- C. Obtain a valid graduate training license from the Commonwealth of Pennsylvania and to comply with the applicable provisions of Pennsylvania law pertaining to licensure.
- D. Ability to demonstrate he/she is fit for duty, including the passing of a medical screening prior to commencement of appointment performance hereunder.
- E. Satisfactory completion of a pre-employment test to rule out the use of non-approved substances under applicable LECOM policies and practices supporting a drug and alcohol-free work environment.
- F. Satisfactory completion of employment, reference, criminal history and other standard LECOM background checks under applicable LECOM policies and practices.

**IV. Resident and Fellow Responsibilities [IR IV.C.2.a]**

- A. Provide the Program Director and Designated Institutional Official written notification of any change in status regarding prerequisites in Section III above regarding education, license, visa, and fitness for duty.
- B. Meet the clinical (patient care) requirements of residency/fellow training.
- C. Meet the academic (conference and study) requirements of residency/fellowship training, as specified by the residency/fellowship program.
- D. Meet the humanistic (doctor-patient relationship) requirements of residency/fellowship training.
- E. Meet the scientific (scholarly and/or research) requirements of residency/fellowship training.
- F. Completion of a research project is required for advancement to any subsequent training year, as well as for training program graduation.
- G. Complete USMLE Step III or COMLEX Level 3 by November 1st of the PGY-2 year.
- H. The resident/fellow agrees to teach and to participate in educational and training activities for medical students, 1st year residents, and residents/fellows at LECOM and its entities. The resident/fellow shall perform such additional duties as may be required by LECOM from time to time without having any effect upon other terms of this agreement.
- I. Meet the professional (peer and colleague relationship) requirements of residency/fellowship training.
- J. Meet the moral and ethical requirements of residency/fellowship training.
- K. Complete medical records on a timely basis as directed by the program director.
- L. Complete history and physicals on a timely basis as directed by the program director.
- M. Be cost effective in the provision of patient care
- N. Always seek and utilize appropriate supervision.
- O. Perform at a level commensurate with the level of training and responsibilities assigned by the program director.  
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- P. Use best efforts to work with other members of the health care team to provide a quality, respectful, safe, effective and compassionate environment for the delivery of care and the study of medicine.
- Q. When on rotation become familiar with and abide by the rules, regulations, policies and practices of each hospital or healthcare facility participating site, including without limitation, those on HIPAA compliance, Disaster Plan, Fire Safety, Radiation Safety and Electrical Safety.
- R. Become familiar with and abide by the respective Residency/Fellowship Program Manual.

- S. Abide by the overall rules, regulations and practices of the Residency/Fellowship Program e.g. Duty Hours, certification in Basic and Advanced Cardiac Life Support, Universal Precautions, Infection Control Procedures.
- T. Immediately notify the Program Director in the event the resident/fellow becomes aware of any circumstance that may cause LECOM or any participating hospital or healthcare facility site to be noncompliant with any federal, state or local laws, rules or regulations or the standards of any accrediting bodies to which it is subject.
- U. Exercise utmost good faith with respect to maintaining the confidentiality of information and materials learned or acquired by virtue of providing services pursuant to this Agreement, including, but not limited to business affairs of LECOM, its entities, and any participating hospital or healthcare facility site.
- V. Authorize the program director/designee as necessary to access appropriate institutions to obtain written documentation/confirmation of prior education and/or training.
- W. Return all property of LECOM, its entities, or any hospital or healthcare facility participating site at the time of the expiration or in the event of contract termination.
- X. Complete all records and settle all professional and financial obligations before academic and professional credit will be verified.
- Y. When there is a conflict or grievance follow the steps in the Conflict Resolution and Grievance Policy [IR IV.C.2.e.]

**V. LECOM Responsibilities**

- A. Annual Stipend. Every resident will receive \$1,800 for educational materials, conferences, exams, etc. on an annual basis. The GME Office requires a receipt of purchase before the refund request is processed
- B. Benefits are available for review on the GME Website by accessing the resident section that includes all policies and procedures that govern the programs. There is detailed information regarding professional liability insurance, health and disability insurance coverage, a detailed explanation of all leave benefits, institutional policies and procedures on clinical and educational work hours, and moonlighting [IV.C.2.a – IV.C.2.l]
- C. Termination. It is understood that LECOM reserves the right to terminate and/or not renew a contract in accordance with their policies and procedures including, but not limited to, failure to comply with their rules and regulations or standards of patient care as set forth in their respective programs and the GMEC. If a physician wishes to appeal a termination or a non-contract, they may request a hearing before the GME set forth in the Due Process Policy [IR IV.D.1.b.].