

Graduate Medical Education Resident/Fellow Appointment Contract

This Contract by and between [REDACTED] (hereinafter referred to as "Resident/Fellow") and the Lake Erie College of Osteopathic Medicine, a Pennsylvania Non-Profit Corporation (hereinafter referred to as "LECOM") which is the sponsoring institution for Graduate Medical Education. Millcreek Community Hospital (hereinafter referred to as "MCH") is an affiliate of LECOM and serves as the primary training site for its residency and fellowship graduate medical education training programs.

WITNESSETH:

WHEREAS, this Contract sets forth terms and conditions of the Resident/Fellow's appointment as a PGY [REDACTED] Resident/Fellow to the [REDACTED] Program (hereinafter referred to as "Program"); and

WHEREAS, various policies and procedures are referenced herein and may be revised, and/or amended, from time to time, and may be accessed on the GME Webpage, from the Program Director, or GME Office.

THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, LECOM and Resident/Fellow agree as follows:

1. TERM OF APPOINTMENT

1.1 Commencement Date. Commencing on [REDACTED] the Resident/Fellow shall be appointed as a [Resident/Fellow] at the post graduate year [REDACTED] level in the Program.

1.2 Term. This Contract shall be effective for a maximum period of twelve (12) months, expiring on [REDACTED]. Although the parties anticipate that the Resident/Fellow's appointment pursuant to this Contract will continue for the full twelve (12) month term, this Contract may be terminated by LECOM at any point in time as specified herein.

1.3 Conditions Precedent; Contingencies. The Resident/Fellow's appointment is contingent on the Resident/Fellow doing each of the following and, as conditions precedent to appointment, for certification of eligibility prior to the Commencement Date. This Contract shall not become effective and may be declared void by LECOM if the Resident/Fellow fails to provide or comply with each of the following:

- 1.3.1 Accurately and fully complete a training application;
- 1.3.2 Demonstrate authorization to be employed in the United States and, for all non-U.S. citizens who are not permanent residents, obtaining and maintaining appropriate visa status;
- 1.3.3 Pass a criminal background check before commencing employment;
- 1.3.4 Provide such other additional documents and information requested in connection with the Resident/Fellow's eligibility, credentials, or background;
- 1.3.5 Timely complete all onboarding and forms as mandated by the GME Office.

1.4 The Resident/Fellow must obtain and maintain an appropriate staff appointment at each medical institution which provides a portion of his/her training. Failure to obtain and maintain an appropriate appointment may result in the voiding or termination, respectively, of this Contract.

2. RESIDENT/FELLOW RESPONSIBILITIES In providing services and in participating in the activities of the Program, the Resident/Fellow agrees to do the following:

2.1 Participate fully in required program-specific and GME House staff Orientation activities.

2.2 Comply with all applicable policies, procedures, guidelines, rules, bylaws, and regulations (collectively “the policies”) of LECOM, the program, and all applicable training facilities, as may be amended from time to time. (This may include policies regarding health examinations and tests, which may include tests for drug use and/or alcohol abuse, as are deemed necessary by the applicable training facility to ensure that Resident/Fellow is physically, mentally, and emotionally capable of performing essential duties and/or are otherwise necessary to operation of the training facility.) Likewise, the Resident/Fellow shall comply with all the applicable policies of all the facilities to which he/he rotates (collectively “participating institutions”).

2.3 Comply with all applicable state, Federal, and local laws, regulations, and rules, as well as the standards required for all applicable training facilities and participating institutions to maintain licensure, certifications, or accreditation and for LECOM to maintain accreditation by the Accreditation Council for Graduate Medical Education (ACGME) and applicable review committees. Resident/Fellow also shall comply with any other relevant rules or regulations imposed by crediting, certifying, or licensing organizations.

2.4 Participate fully in educational and scholarly activities of the program, including the performance of scholarly and research activities as assigned by the Program Director and/or as necessary for the completion of applicable program requirements; attend all required educational conferences; assume responsibility for teaching and supervising other residents and students; and participate in participating institutions’ medical staff committee activities.

2.5 Fulfill the educational requirements of the program necessary to qualify for certification by specialty board examination.

2.6 Use his or her best efforts to provide professional, safe, effective, and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, trainees, students, employees, and visitors at the LECOM training facilities, participating institutions, and other facilities at which the Resident/Fellow performs.

2.7 Provide clinical services:

2.7.1 Commensurate with his/her level of advancement and responsibilities;

2.7.2 Under appropriate supervision;

2.7.3 At site specifically approved by the program; and

2.7.4 Under the circumstances and other locations covered by LECOM’s professional liability insurance maintained for the Resident/Fellow in accordance with paragraph 5.5 below.

2.8 Develop and follow a personal program of self-study and professional growth under guidance of the program’s teaching faculty.

2.9 Acquire an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine and training.

2.10 Fully cooperate with the program and LECOM in coordinating and completing review committee and ACGME accreditation submissions and activities, including the legible, accurate, complete, and timely

completion of patient medical records, charts, reports, time cards, logs, faculty and program evaluations, and/or documentation required by the review committee, ACGME, LECOM, the training facility, participating institutions, and/or program.

2.11 Apply appropriate cost-containment measures in the provision of patient care consistent with all applicable policies.

2.12 Cooperate fully with all LECOM, training facilities, and participating institutions' surveys, reviews, quality assurance, and credentialing activities.

2.13 Permit the GME Office to obtain from and provide to all proper parties any and all information as required or authorized by law, rule, or regulation or by any licensing, certification, or accreditation body to either LECOM GME, its trustees, officers, directors, or other authorized personnel. This covenant shall survive termination or expiration of this Contract.

2.14 Complete USMLE Step III or COMLEX Level 3 by November 1st of the PGY-2 year.

2.15 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 Contract, including, but not limited to business affairs of LECOM, its entities, and any participating hospital or healthcare facility site.

2.16 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.

3. INSTITUTIONAL RESONSIBILITIES LECOM has the following obligations:

3.1 Maintain an environment conducive to learning, including without limitation those regarding equal opportunity, discrimination and harassment, and sexual misconduct, and any other relevant policy.

3.2 Provide Resident/Fellow with appropriate and adequate faculty and medical staff supervision for all educational and clinical activities, and evaluate, through the Program Director and program faculty, the educational and professional progress and achievement of the Resident/Fellow on a regular and periodic basis. The Program Director shall prepare a written summary of milestones of the Resident/Fellow's progress at appropriate intervals.

3.3 Provide access to counseling, mental health, and related support services through the Employee Assistance Program.

3.4 Provide a mechanism to fairly deal with academic or disciplinary actions, issues related to the program are faculty, and concerns about the working environment by means of the Policies on Disciplinary Action, Termination, and Non-Contract Renewal; Due Process; Conflict Resolution and Grievance; and other related policies.

3.5 Provide Resident/Fellow with written policies for Resident Services - Resident/Fellow Impairment and procedures for handling Resident/Fellow impairment, including impairment related to substance abuse.

3.6 Provide a mechanism for individuals with disabilities to request reasonable accommodations.

3.7 Provide on-call room as needed, white coats and scrub attire, access to food and parking, and access to lactation facilities as needed.

4. DUTY HOURS

4.1 The Resident/Fellow shall perform his/her duties under this Contract during such hours as the Program Director may direct in accordance with the Clinical and Educational Work Hours Policy. Duty hours, although subject to modification and variation depending upon the clinical area to which the Resident/Fellow is assigned and/or exigent circumstances, shall be in accordance with state, Federal, and ACGME requirements.

4.2 If a scheduled duty assignment is inconsistent with this Contract or the Clinical and Educational Work Hours Policy, or if there are other instances of noncompliance with the policy, the Resident/Fellow shall bring the noncompliance to the attention of the program director or GME office for review and to make necessary correction or other action.

4.3 "Moonlighting" and other professional activities outside the program may be prohibited by any program. If they are not prohibited, the Resident/Fellow must adhere to the Moonlighting Policy. The Resident/Fellow agrees that he/she must receive prior written approval and authorization from the Program Director, DIO, and GMEC before planning to or engaging in such activity.

5. FINANCIAL SUPPORT AND BENEFITS LECOM shall ensure the Resident/Fellow is provided with financial support and benefits in the following areas:

5.1 Compensation. The annual salary shall be [REDACTED] payable biweekly in accordance with the customary payroll practices. The Resident/Fellow shall not have other sources of compensation unless authorized by GMEC. Non-competition guarantees or restrictive covenants are prohibited.

5.2 Vacation. LECOM will provide vacation time to Resident/Fellow of three (3) weeks to be taken as determined by the Program Director, in accordance with the Vacation and Leave of Absence Policy.

5.3 Sick Leave, Family and Medical Leave, and Medical Leaves of Absence. The Vacation and Leave of Absence Policy regulates the use of this leave.

5.4 Leaves of Absence. The Resident/Fellow expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program, ACGME, and/or Board certification requirements. The amount of leave that will necessitate prolongation of the training time for the Resident/Fellow shall be determined by the Program Director and the requirements of the pertinent review committee and/or certifying board, as applicable. This will be documented via the Leave of Absence Attestation Form and/or other supporting written documentation outlining the program extension time. All leaves will be processed in accordance with the Vacation and Leave of Absence Policy, as applicable.

5.5 Professional Liability Insurance. LECOM shall provide Resident/Fellow with a certificate of insurance for the Licensed Physician Healthcare Provider showing coverage through the LECOM Health Risk Retention Group (“LECOM RRG”) with the limits as outlined on the certificate. The LECOM RRG provides professional and general liability coverage for LECOM Health and its members MCH, LECOM Senior Living Center, LECOM, CMH, MAE, and MCH Corporation, for claims brought against the corporate entity and its agents, servants, employees (including physicians, residents, fellows) and students. In accordance with the provisions of the LECOM RRG, coverage is extended to the Licensed Resident/Fellow through the LECOM RRG for acts arising out of the Resident/Fellow’s employment at or on behalf of LECOM Health or its members for the period commencing with the initial effective date on file for the Resident/Fellow and terminating as of 12:01 am on the day following the last day of employment.

5.6 Other Additional Benefits. Resident/Fellow financial support and benefits for the appointment described herein are summarized and located at the GME Webpage inclusive of health insurance and disability insurance.

5.7 Modification and Discontinuation of Benefits. LECOM reserves the right to modify or discontinue the plan of benefits set forth in the benefits summary, noted above, at any time.

6. REAPPOINTMENT AND PROMOTION.

6.1 The duration of this Contract is for a maximum period of twelve (12) months. Reappointment and/or promotion to the next level of training is at the recommendation of the Program Director and is expressly contingent upon several factors, including the following: satisfactory completion of all training components, satisfactory performance evaluations, full compliance with the terms of the Contract, the continuation of sponsoring institution and program’s accreditation by the ACGME, LECOM’s financial ability, and furtherance of LECOM’s objectives.

6.2 Neither this Contract nor the Resident/Fellow’s appointment hereunder constitute an option to renew or extend the Resident/Fellow’s appointment by LECOM or a benefit, promise, or other commitment that the Resident/Fellow will be appointed for a period beyond the termination date of this Agreement or that the Resident/Fellow will be promoted to the next level of training.

6.3 Notice of Non-Renewal or Non-Advancement. A written notice of non-renewal or decision to delay promotion to the next PGY level shall be provided in accordance with the Disciplinary Action, Termination, and non-Contract Renewal Policy.

6.4 LECOM shall use reasonable efforts to notify Resident/Fellow at least sixty (60) days prior to the expiration of the current term of the Agreement regarding renewal or non-renewal of this Agreement and, if renewed, the term of such renewal. However, if the primary reason(s) for the non-renewal occurs within the three months prior to the expiration of the current term, the Resident/Fellow shall be provided with as much notice of non-renewal intent as the circumstances will reasonably permit.

6.5 If LECOM decides to either reduce the size or close a program, Resident/Fellow will be notified as soon as possible. A vigorous effort will be made either to allow Resident/Fellow to finish the Program or assist Resident/Fellow in identifying a Program in which they may continue their graduate medical education.

7. CORRECTIVE ACTION, TERMINATION AND SUSPENSION.

7.1 Conditions; Corrective Action. During the term of this Contract, the Resident/Fellow's appointment is expressly conditioned upon authorization to work in the United States (including any necessary visas) and satisfactory performance of all program elements by the Resident/Fellow. If the actions, conduct, or performance, professional or otherwise, of the Resident/Fellow are inconsistent with the terms of this Contract and/or applicable policies, the applicable training facility, or participating institutions' standards of patient care and patient welfare or objectives, or if such actions, conduct, or performance reflects adversely on the program or LECOM or the applicable training facility/participating institutions, or disrupts operations at the program or LECOM or applicable training facility/participating institutions, corrective action may be taken by the Program Director, including in accordance with the Disciplinary Action, Termination, and non-Contract Renewal Policy.

7.2 Suspension or Termination. The Program Director shall have the authority to summarily suspend or terminate the Resident/Fellow's participation in the program, whenever it is in good faith determined that the continued appointment of the Resident/Fellow places the safety or health of patients, students, trainees, faculty, staff or visitors in jeopardy or to prevent imminent or further disruption of the Program or when the Resident/Fellow has failed adequately to correct deviancies in his/her performance or conduct.

7.3 The Residents/Fellows are expected to provide the necessary effort to perform at or above a satisfactory level in the Residency Program. The Resident/Fellow's performance will be evaluated regularly with periodic feedback. Residents/ Fellows who remain in good standing and, who produce at least satisfactory continuing performance as determined by the Program Director may be eligible for promotion to the next level of responsibility and ultimately may be awarded a certificate of completion from the Residency Program. Residents/Fellows who have performed at a lower than satisfactory level or fail to meet program requirements for progress approval as determined by the Program Director and faculty, may be provided with an opportunity for remediation and performance improvements. Residents/Fellows who fail to improve may be required to extend their training, or may be placed on probation, suspended or terminated.

8. MISCELLANEOUS

8.1 OBRA. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980(PL 96-499), the Resident/Fellow agrees to make available for a period of four (4) years following completion of the term of this Contract, upon request of the Secretary of Health and Human Services of the United States or of the United States Comptroller General or any of their authorized agents, all books, documents, and records necessary to certify the nature and extent of the cost of the services rendered pursuant to the Contract as required by federal statute or duly promulgated regulations.

8.2 Entire Agreement. This Contract, including the references and amendments thereto, contains the entire Contract and understanding between the parties and supersedes all prior agreements relating to the subject matter hereto, and may be modified only by a written instrument duly authorized and executed by both parties or as provided herein.

8.3 Notices. Any notices related to the Contract shall be deemed proper if given in writing and hand-delivered, sent via a reliable express or overnight delivery carrier, such as Federal Express, or mailed, registered or certified mail return receipt requested, with all postage or other charges prepaid and addressed as follows:

If to LECOM (sponsoring institution):

Daniel Nick
Designated Institutional Official
5515 Peach Street
Erie, PA 16509

If to Resident/Fellow:

Address on File.

8.4 This agreement shall be governed by laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws provisions. The parties hereby agree that any action arising out of the Contract shall be commenced and maintained in the courts located in the Commonwealth of Pennsylvania.

8.5 Waiver. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach.

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

8.7 This Contract may be executed in multiple counterparts, each of which shall be an original and, when taken together, shall constitute one original instrument.

9. ADDITIONAL POLICIES APPLICABLE TO RESIDENTS/FELLOWS.

9.1 Additional policies which apply to Residents/Fellows must be adhered to and are accessible on the GME webpage, in the GME Office, and from the Program Director.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS AGREEMENT AND ATTACHMENTS TO THIS AGREEMENT

Resident/Fellow

signature

Date: _____

LAKE ERIE COLLEGE OF OSTEOPATHIC MEDICINE Graduate Medical Education

Daniel Nick, Designated Institutional Official

signature

Date: _____