THIS AGREEMENT FOR RESIDENCY APPOINTMENT ("Agreement"), made \(\text{(Match Day)}\), by and between (Name and Degree) hereinafter ("Resident"), and Trinity Health-Michigan, a Michigan nonprofit corporation doing business as St. Mary Mercy Hospital, located at 36475 Five Mile Road, Livonia, MI 48154 hereinafter ("Hospital") for the Term commencing on June 15, 2020 ("Commencement Date") and continuing until June 30, 2021 ("Termination Date") at $54,982 as a Program Year 1 in the (Program) residency program.

RECITALS:

WHEREAS, Resident desires to enter training at Hospital in order to attain clinical experiences required for eligibility for Board Certification in his or her chosen medical field;

WHEREAS, Hospital desires to appoint Resident, based upon the contents of Resident’s application and interviews conducted, for a one-year employment Term for the purpose of training Resident at one or more hospitals, including Hospital or other hospitals affiliated with Hospital, for educational purposes during the Term; and

NOW, THEREFORE, in consideration of the Recitals (which are incorporated herein) and other good and valuable consideration, the parties agree as follows:

SECTION 1

Resident’s Responsibilities

Pursuant to this Agreement, Resident shall perform the duties and responsibilities required hereunder and competently perform such other services as may be required of residents in the training program at his or her level of training. Resident understands and agrees that, the services Resident is required to perform and the duties and responsibilities hereunder, including Resident’s hours of duty, shall be determined from time to time by the Program Director and/or the Chief of the Department to whom Resident is assigned. Resident shall:

1.1 Develop a personal program of self-study and professional growth with guidance from the teaching staff;

1.2 Participate in safe, effective and compassionate patient care under supervision, commensurate with his or her level of advancement and responsibility;

1.3 Participate fully in the educational activities of the program and, as required, assume responsibility for teaching and supervising other residents and students;

1.4 Adhere to the established Hospital practices, procedures, and policies, including but not limited those of the Hospital Graduate Medical Education ("GME") office and Resident’s residency program. These policies also include but are not limited to: policies related to the Electronic Health Record ("EHR"), employee work-related injury/illness and body fluid exposure, confidentiality of information, standards of conduct, non-harassment and non-discrimination, resident/physician impairment, leave of absence, attendance, and accommodation for disabilities. Resident acknowledges that it is the Hospital’s policy to maintain a working environment free of unlawful discrimination, harassment, and other objectionable and disrespectful conduct and/or communication imposed by one individual on another, which adversely affects the employment relationship or working environment;

1.5 Participate in hospital and medical staff committees and meetings as requested, especially those that relate to education and patient care review activities;

1.6 Consider both quality and economical use of resources in the provisions of patient care;
1.7 Not engage in outside activities, which interfere with performance by Resident in the education process as defined in this Agreement. Resident acknowledges that moonlighting is not required hereunder but if Resident chooses to engage in moonlighting, it must be approved in advance by the Program Director in writing, including the number of hours per week Resident intends to engage in moonlighting, in accordance with the GME policy Moonlighting Activity. If approved, Resident shall ensure that the requesting institution/physician group indemnify and hold harmless Hospital, its affiliates and subsidiaries, and its officers, directors, employees and agents including, but not limited to, all hospitals to which Resident is assigned, from any and all losses and expenses resulting from or caused by such moonlighting or outside activities;

1.8 Assume responsibility for other voluntary assignment opportunities through special program agreements. These activities shall not interfere with the performance of routine Resident obligations;

1.9 Submit confidential, written evaluations of teaching staff and Resident’s educational experiences to the Program Director or his or her designee, at least annually;

1.10 In accordance with the requirements of the Joint Commission on Accreditation of Health Care Organizations, the Michigan Department of Community Health and other governmental regulating agencies, complete medical records within seven (7) days. Failure to comply with requirements for completion of records may be cause for disciplinary action, including, but not be limited to, suspension (without pay), discharge from employment, and/or termination of this Agreement. Days off due to suspension will be added to Resident’s contract year. Any Michigan Peer Review Organization correspondence addressed to Resident shall be submitted to the Director of Health Information Services (Medical Records Department) for appropriate processing;

1.11 Hold and continuously maintain current Michigan Medical and Controlled Substance Licenses and valid employment eligibility documentation during appointment. Lack or loss of such licensure or eligibility documentation, at Hospital’s option, may subject Resident to discharge from employment and termination of this Agreement. Resident agrees to provide copies of all licenses and employment documentation to the GME office prior to the first day of the Term;

1.12 Successfully complete Occupational Health Screening by promptly (a) completing a physical and/or mental examination at any time upon the request of the Program Director to enable Hospital to make a determination of the health status of Resident including impairment as described in section 4.13, and make available to Hospital the results of such examination; and (b) undertaking any immunization program reasonably requested by Hospital;

1.13 Maintain ACLS & BLS Certification and, if a Resident in Emergency Medicine, ATLS Certification;

1.14 Satisfy the qualifications required in Exhibit A no later than the Commencement Date of this Agreement;

1.15 Pay all financial obligations owed to Hospital prior to termination of this Agreement, unless otherwise agreed in writing by Hospital;

1.16 Maintain good moral conduct and professional behavior;

1.17 Keep all protected health information of patients strictly confidential in accordance with state and federal law and all Hospital policies; and

1.18 Satisfactorily complete the new hire and pre-employment processes required by Hospital, including but not limited to a background check, drug screen, and completion of the Hospital's employee confidentiality agreement, prior to the first day of the Term.

SECTION 2
Hospital Responsibilities

2.1 Hospital shall provide an appropriate educational program, which will adequately prepare the resident to meet Board eligibility criteria as defined by his or her respective specialty board.
SECTION 3
Term and Termination

3.1 Term. This Agreement begins and expires on the dates specified on Page One unless earlier terminated in accordance with the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement or in any policy manual or other writing, this Agreement may be renewed upon the mutual consent of Resident and Hospital, as reflected in a writing executed by the parties, and only after Hospital, in its sole discretion, has determined that Resident has satisfactorily fulfilled his or her duties and obligations hereunder. Resident shall have no expectancy that Resident shall have this agreement renewed beyond this Term.

3.2 Termination. This Agreement shall be terminated:

a. By mutual written agreement of the parties;

b. Immediately by Hospital for cause, in the event that Resident fails or refuses to satisfactory perform any of his or her duties and responsibilities under this Agreement, including but not limited to 1) suspension, revocation, restriction or other material limitation of Resident's medical or controlled substance license; 2) any violation of the rules or policies of Hospital by Resident, including the Code of Conduct, that would give rise to the termination of an employee under the Hospital's human resources rules and policies;

c. Immediately and automatically if Resident fails to meet the qualifications in Exhibit A; or

d. Resident is unable physically or mentally to perform the essential functions of the position, with or without reasonable accommodation, for more than ninety days in any twelve month period, in the aggregate, during the Term or such other period as may be required under the Family Medical Leave Act or the Americans With Disabilities Act.

e. This contract is contingent on verification of submitted information used to determine eligibility for the residency program. If there are any inconsistencies with information provided or if Resident fails to successfully complete any new hire or pre-employment processes, including but not limited to a background check or drug screen, this Agreement is null and void. Resident Initials: ______________

3.3 Non-renewal of an Appointment. Written notice of intent not to renew Resident's appointment will be provided to Resident four months prior to the end of the Term unless the reason for such non-renewal occurs within four months of the end of the Term. Then, notice will be provided as soon as circumstances reasonably permit prior to the end of the Term. - See GME Policy- Non-Renewal of Contract

3.4 Satisfactory Performance by Resident. Employment during the term of this Agreement is expressly conditioned upon satisfactory performance by Resident in a competent and courteous manner in strict accordance with the professional and ethical standards for the medical profession and the policies and procedures of Hospital, GME office, and Resident's residency program during the entire Term of the Agreement.

3.5 Grievance and Due Process Procedure and Policy. A grievance and due process procedure is available to Resident for adjudication of (a) academic or other disciplinary actions which could result in dismissal, appointment non-renewal or other actions that could significantly threaten a resident’s status, or (b) Resident complaints and grievances related to work environment or issues related to the program or faculty. A copy of the Grievance Procedures and Due Process- Academic Actions Policy is available from the GME office as well as posted in New Innovations (web-based residency management software). Policy:

GRIEVANCE PROCEDURES AND DUE PROCESS-ACADEMIC ACTIONS POLICY

The Grievance and Due Process Procedure provided for herein is in lieu of any internal remedy pursuant to Hospital's employment policies. Resident acknowledges that he or she has no rights to participate in employment grievance procedures generally available to non-Resident employees.

SECTION 4
Benefits and Conditions of Employment

4.1 **Paid Time Off.** Resident is eligible to receive Paid Time Off as described in the Time Off Away From Residency Policy posted on New Innovations.

4.2 **Insurance.** Hospital shall provide or arrange for the following coverage, subject to the rules and regulations of the underwriting carrier:

   4.2.1 **Professional Liability Insurance.** Professional liability insurance pursuant to a self-insurance program, which covers professional employees. The insurance protection is valid for any Hospital sponsored activity pursuant to this Agreement on or off the Hospital site, e.g., a program approved elective, if the alleged act or omission of Resident is within the scope of the education program. Details of the professional liability coverage for Residents are available upon request from the Hospital risk management office. This professional liability insurance program does not provide coverage for any moonlighting activities.

   4.2.2 **Employee Benefits.** Residents are eligible for Hospital's flexible benefit program, including health care, dental coverage, vision, short- and long-term disability and life insurance. Residents are eligible to utilize the Employee Assistance Program (“EAP”) provided by Hospital. EAP provides 24 hour confidential counseling, psychological support and referral services. Medical support services are provided 24 hours a day within both the Emergency Department and Employee Health Services.

4.3 **Leave of Absence.** Residents requiring a leave of absence (medical, family, personal, paid or unpaid) will handle arrangements on an individual basis with their respective Program Director and Human Resources representative pursuant to Hospital and GME policies. A copy of the Leave of Absence Policy is available from the GME office as well as posted in New Innovations (web-based residency management software).

4.4 **Workers’ Compensation.** Workers’ Compensation benefits are provided by Hospital in accordance with state statutes.

4.5 **Laundry Services.** Hospital provides laundry services for white coats.

4.6 **Living Quarters.** Living quarters are not provided, however, on-call rooms are available for overnight accommodations when Resident is on-call.

4.7 **Meals.** Residents are provided access to meals while on duty in-house.

4.8 **Mileage/Travel.** Residents will not be eligible for mileage/travel reimbursement unless approved in advance by the Director of Medical Education in accordance with Hospital's policy on Travel and Expense Reporting.

4.9 **Duty Hours.** Resident duty hours and on-call schedules will conform to the Accreditation Council on Graduate Medical Education requirements. All Residents are expected to be rested and alert during duty hours. Program faculty will determine whether a Resident is able to perform duties. See GME Policy Resident and Fellow Duty Hours.

4.10 **OSHA and CDC Recommendations.** Resident will comply with OSHA and CDC recommendations regarding direct contact with a patient's blood or other body substances and the use of protective equipment.

4.11 **Consent and Outside Activities.** The Program Director of the program to which the Resident is assigned in conjunction with GME leadership may withhold or withdraw consent, as required in paragraph 1.7 above for outside activities at any time, in his or her sole discretion. Resident hereby acknowledges that, while engaging in any activities other than those required to be performed under this Agreement, Resident is not acting as an employee or agent of Hospital (or any hospital affiliated in the program) and therefore, Resident is not covered by the insurance or self-insurance programs. Resident further acknowledges that he or she shall be expected to perform all duties as assigned even in the event consent is given to engage in other activities, and,
if Resident is unable to perform his or her duties as assigned or otherwise violates the terms of this Section 4.11, Resident will be subject to corrective action including dismissal and termination of this Agreement in accordance with Hospital and GME policy.

See GME Policy.

4.12 Work Status. Resident shall provide Hospital's Human Resource department with original documentation evidencing that Resident is legally authorized to work in the United prior to the Commencement Date and at all times throughout the term of this Agreement.

4.13 Impaired Resident. When there is a reasonable suspicion that a Resident has arrived for duty or while on duty has become impaired, the Resident shall be removed from the duty shift and shall be subject to applicable GME and Human Resource policies, including Hospital's Substance Abuse Policy. An impaired Resident is one who is unable to practice medicine with reasonable skill and safety to patients because of physical or mental illness, including deterioration through the aging process or loss of motor skills or use or abuse of drugs, including alcohol. By signing this contract, Resident states that he/she is not now impaired and does not abuse alcohol, drugs, or other performance impairing substances. Further, he/she understands and agrees that it is a violation of the Substance Abuse Policy to consume alcohol, drugs or other performance impairing substances while on duty or on call for patient care delivery.

SECTION 5
Miscellaneous

5.1 Notice of Claims. Resident and Hospital shall promptly notify each other of any knowledge regarding any occurrence, which may result in a claim against either of them. Each party will immediately notify the other in the event any formal suit is instituted. Furthermore, each party will cooperate with each other whenever any claim is filed against either of them with respect to the services rendered on behalf of the corporation pursuant to this contract. Each party shall have the duty to notify each other prior to settling any claim. If either party fails to notify the other prior to making any settlement, there shall be no duty to indemnify.

5.2 Confidential and Proprietary Information of Hospital. Resident acknowledges and agrees that, in the course of performing under this Agreement, Resident will have access to existing, and will regularly acquire, data and information, which is confidential and proprietary to Hospital ("Confidential Information"). Resident agrees and acknowledges that Hospital is the owner of all Confidential Information. During the term of this Agreement and thereafter, regardless of the reason for the termination of this Agreement, Resident shall hold all Confidential Information in confidence and not discuss, communicate or transmit to others, or make any unauthorized copy of or use Confidential Information. Resident shall take all reasonable action necessary and appropriate to prevent the unauthorized use or disclosure of Confidential Information. Upon termination or expiration of this Agreement, or upon demand, whichever is earliest, Resident shall immediately return any and all Confidential Information of Hospital within Resident's possession or control (including any copies or reproductions thereof).

5.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between Resident and either Hospital or other hospitals to which Resident is assigned with respect to this subject matter. This Agreement, including this Section 5.3, cannot be changed, modified, or discharged orally, but only by an agreement in writing, signed by the party or parties against whom enforcement of the change, modification or discharge is sought.

5.4 Assignment. This Agreement may not be assigned by Resident.

5.5 Limited Enforcement. Except as expressly provided herein, this Agreement shall be enforceable only by Resident and Hospital, and Hospital's successors in interest by virtue of an assignment, which is not prohibited under the terms of this Agreement.

5.6 Waiver. One or more waivers of any term, covenant, conditions or provision of this Agreement by any of the parties hereto shall not be construed as a waiver of a subsequent breach or of other terms, covenants, conditions or provisions. No breach of any such term, covenant, condition or provision shall be deemed to have
been waived by Hospital unless such waiver is in writing signed by Hospital's Chief Medical Officer or his or her designee.

5.7 **Governing Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws and decisions of the State of Michigan.

5.8 **Notices.** Any notice, offer, demand or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed, or if sent by registered or certified mail, postage and charges prepaid, to the home address on record with Human Resources. Except as otherwise expressly provided in this Agreement, any such notice shall be deemed to be given on the date it is personally served or three (3) days after deposit in a regularly maintained receptacle for United States mail.

5.9 **Nondiscrimination.** In fulfilling their respective duties and other responsibilities pursuant to this Agreement, neither party shall discriminate in any manner against any person in violation of applicable federal or state law or Hospital policy.

By signing below, I acknowledge that I agree to be bound by all the GME policies and procedures as posted on New Innovations (web-based residency management software) as well as all Hospital policies and procedures as posted on the Infonet.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth on Page One of this Agreement.

_________________________________
Resident

_________________________________
Printed Name

_________________________________
Date

SAINT MARY MERCY LIVONIA BY:

_________________________________
David A Spivey Date
President and CEO

_________________________________
Program Director Date
Program Director, [INSERT PROGRAM]

_________________________________
John O'Brien, MD, FACP Date
Designated Institutional Official
EXHIBIT A - Qualifications

Requirements are as follows:

1. Graduation from medical school by one of the following:

   Graduation from medical school by one of the following:
   
   a) graduation prior to the first day of the Term from a medical school in the United States or Canada accredited by the Liaison Committee on Medical Education (LCME);

   b) graduation prior to the first day of the Term from a college of osteopathic medicine in the United States accredited by the American Osteopathic Association;

   c) graduation prior to the first day of the Term from a medical school outside the United States or Canada and accompanied by

      (i) a currently valid certificate from the Educational Commission for Foreign Medical Graduates, or

      (ii) a full and unrestricted license to practice medicine in a U.S. licensing jurisdiction; or

   d) graduation prior to the first day of the Term from a medical school outside the United States having completed a Fifth Pathway program provided by an LCME-accredited medical school.

2. Resident must submit documentation of passing scores on either the United States Medical Licensing Examination (USMLE) Step 1, Step 2 Clinical Knowledge (CK) and USMLE Step 2 Clinical Skills (CS) or Comprehensive Osteopathic Medical Licensing Examination (COMLEX-USA) Level 1, Level 2 NBPME Part CE and Level 2 PE exams prior to the start of their postgraduate year one contract.

3. If Resident is entering a program at a level above PRG1, Resident warrants and represents that Resident has satisfied all criteria, prior to the first day of the Term, applicable to the appointed position. Resident must submit documentation of passing scores on Part 3 of either the United States Medical Licensing Examination (USMLE) or the Comprehensive Osteopathic Medical Licensing Examination (COMLEX-USA), prior to the first day of the Term, applicable to the appointed position.

4. Resident further understands and agrees that Hospital has relied on the accuracy of information submitted by Resident when applying for a residency position and that Hospital may immediately terminate this Agreement if that information is later determined to be inaccurate or incomplete.

5. Residents must pass Part 3 of either the United States Medical Licensing Examination (USMLE) or the Comprehensive Osteopathic Medical Licensing Examination (COMLEX-USA) to be eligible for promotion to the postgraduate year 3 level of any graduate medical education program sponsored by St. Mary Mercy Hospital.

6. International Medical Graduates must be certified through ECFMG as of the Commencement Date of this Agreement.