

RESIDENT AGREEMENT

This Resident Agreement, dated this _____ day of _____, 20__ by and between the Penn State Hershey Medical Center, Hershey Pennsylvania (hereinafter “Penn State Hershey”) and _____ currently residing at _____ (hereinafter “Resident”).

RECITALS

- A. Penn State Hershey offers a graduate medical education program (“Residency Program”) in _____, accredited by the Accreditation Council for Graduate Medical Education (ACGME).
- B. Penn State Hershey has offered a position in the Residency Program to Resident, and Resident has agreed to accept the position, on the terms and conditions set forth in this agreement.
- C. In consideration of the mutual promises contained in this Resident Agreement and intending to be legally bound, Penn State Hershey and Resident agree that Resident shall assume a position in the Residency Program on the terms and conditions set forth below.

OPERATIVE PROVISIONS

1. Duration of Appointment and Acceptance of Position

Resident accepts the position of _____ year resident in the Residency Program for the period of _____ through _____. During the term of this Residency Agreement, Resident agrees to perform such duties of Penn State Hershey and its affiliated institutions which are part of the Residency Program conscientiously, to the best of Residents ability, and under the highest standard of professional ethics. Reappointment of Resident, to a subsequent contract period, requires execution of the Resident Agreement Renewal.

2. Financial Support

Penn State Hershey agrees to compensate Resident at an annualized rate of \$_____, to be paid in twenty-six (26) bi-weekly installments.

3. Resident Responsibilities

3.1. Health Evaluation

Resident shall provide evidence of recent health evaluation including medical history, and documentation of specific infections and immunizations to include: rubella titer, varicella titer (or vaccine if no history of chicken pox after age of one year), history of measles immunizations, history of immunization to tetanus, rubella, hepatitis B, mumps, MMRII, influenza, BCG and Varivax. A tuberculin skin test is required. A chest radiograph should be done in the event of a positive tuberculin test. These results shall be forwarded to the Program Director and to the Director of Employee Health prior to assuming duties.

3.2. Licensure to Practice Medicine

Resident shall maintain, throughout the duration of this Resident Agreement, a valid graduate medical training license from the Pennsylvania State Board of Medicine or the Pennsylvania State Board of Osteopathic Medicine. Resident shall apply for the Pennsylvania graduate medical training license prior to the appointment date of training at Penn State Hershey. Resident is not permitted to begin training at Penn State Hershey until a Pennsylvania graduate medical training license has been issued.

Resident agrees to provide Penn State Hershey with immediate written notification of any action which is taken, or which is contemplated to be taken against the license issued by the Commonwealth of Pennsylvania, including but not limited to, disciplinary action such as suspension, revocation, limitation or other restrictions. Penn State Hershey shall have the option to terminate this Resident Agreement or suspend its obligations under this Resident Agreement pending the outcome of any such disciplinary proceeding.

3.3. Reporting to Program

Resident shall be physically present and able to perform the duties associated with their position in the Residency Program on the first day of the Resident Agreement period, as identified in Section 1 of this Agreement. All documents required for participation in the Residency Program shall be completed and submitted prior to the first day of the Agreement period. Resident understands and agrees that this Agreement will be unenforceable if Resident is ineligible or unable to be physically present and perform the duties associated with their position in the Residency Program as of the first day of the Resident Agreement period for any reason.

3.4. Patient Care

Resident shall participate in safe, effective and compassionate patient care under supervision commensurate with the Resident's level of advancement and responsibility.

3.5. Resident Participation in Educational and Professional Activities

Penn State Hershey ensures that Resident will have the opportunity to:

- a. Develop a personal program of learning to foster continued professional growth and guidance from the teaching staff;
- b. Participate fully in the educational and scholarly activities of their program and assume responsibility for teaching and supervising other residents and students;
- c. Participate on appropriate institutional and departmental committees and councils whose actions affect their education and/or patient care;
- d. Participate in an educational program regarding physician impairment, including substance abuse and sleep deprivation.

3.6. Medical Staff Programs

Resident shall participate in Penn State Hershey's institutional programs and activities involving the medical staff and follow all practices, procedures and policies of Penn State Hershey. Resident agrees to abide by all the rules and regulations of Penn State Hershey and its affiliated institutions to which Resident may be assigned from time to time, and agrees to render all service under the direction of the Program Director and of the director or coordinator of the service to which Resident is assigned.

4. Faculty Responsibilities and Supervision

All Penn State Hershey post-graduate medical education trainees are supervised by an attending physician who also has clinical privileges in the area they are supervising. The description, role, responsibilities, and patient care activities of each faculty member are program-specific and are maintained in the residency program director offices that are on-site at Penn State Hershey. The Resident Supervision Policy is maintained in the Medical Staff Policy Manual – MS06.

5. Conditions of Reappointment and Resident Evaluation

As detailed in the Graduate Medical Education Evaluation, Renewal and Promotion Policy, renewal of the Resident Agreement will be based on the ACGME core competencies. Resident will be evaluated/reappointed based on patient care, medical knowledge, clinical competence, practice based learning and improvement, interpersonal and communication skills, professionalism, systems-based practice, evaluations and/or any other factors deemed necessary to advance to the next level in training.

5.1. Renewal of Resident Agreement

At least one hundred-twenty days (or thirty days if the appointment period is nine months or less) prior to the end of Resident's current appointment period, the Department Chairman or Program Director will provide a written offer of reappointment detailing the terms and conditions of reappointment or a written notice to Resident that the appointment will not be renewed.

5.2. Conditions and Notice of Non-Renewal or Non-Promotion

In instances where Resident Agreement will not be renewed, or when Resident will not be promoted to the next level of training, Penn State Hershey will provide Resident with a written notice of intent no later than four months prior to the end of the current Resident Agreement. If the primary reason(s) for the non-renewal or non-promotion occurs within the four months prior to the end of the agreement, Penn State Hershey will provide Resident with as much written notice of the intent not to renew or not to promote as circumstances will reasonably allow, prior to the end of the agreement.

Resident will be allowed to implement the institution's grievance and due process procedure policy if they receive a written notice either of intent not to renew their agreement or intent not to promote them to the next level of training.

5.3. Resident Evaluation

5.3.1 Each residency program must demonstrate that it has an effective plan for assessing resident performance throughout the program and for utilizing the results to improve resident performance. This plan should include:

5.3.1.1 The use of methods that produce an accurate assessment of the residents' competence in patient care, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and systems-based practice;

5.3.1.2 Mechanisms for providing regular and timely performance feedback to residents that includes at least a written semiannual evaluation that is communicated to each resident in a timely manner and the maintenance of a record of evaluation for each resident that is accessible to the resident;

5.3.1.3 A process involving use of assessment results to achieve progressive improvements in residents' competence and performance. Appropriate sources of evaluation include faculty, patients, peers, self, and other professional staff.

5.3.2 Written evaluation of Resident will be conducted by the applicable department program at the end of each rotation, or semi-annually by the Program Director to ensure that Resident demonstrates achievement of the six general competencies: patient care; medical knowledge; practice-based learning; interpersonal and communication skills; professionalism; systems-based practice; and/or any other factors deemed necessary or desirable to complete the requirements of the Program. The results of these evaluations will be kept on file in Resident evaluation folder in each department. The evaluation folder will be available for inspection by Resident.

- 5.3.3 The evaluation process is intended to establish standards for Resident performance and to indicate Resident ability to proceed to the next level of training. The process will, to the extent reasonably possible, provide early identification of deficiencies in knowledge, skills or professional character, and allow remedial action to enable Resident to satisfactorily complete the requirements of the Program.
- 5.3.4 Program Directors or faculty advisors are encouraged to provide feedback through personal conferences. It is the responsibility of the Program Director to advise Resident of his/her performance in the program.
- 5.3.5 Resident may be required to take the annual in-training examination. Other acceptable performance standards will be determined by the Program Director.
- 5.3.6 The Program Resident Assessment Committee/Advisory Committee or appropriately designated body shall meet at least once each residency year to review the performance of Resident and make a determination as to the ability of Resident to continue in the program and/or advance to a higher level of responsibility. Promotion to the next level of training will be based on the Resident Assessment Committee determinations, evaluations and the program director and faculty input.

5.4 Final Evaluation

The program director must provide a final evaluation for each resident who completes the program. The evaluation must include a review of Resident performance during the final period of education and should verify that Resident has demonstrated sufficient professional ability to practice competently and independently. The final evaluations must be part of the permanent record maintained by Penn State Hershey.

5.5 Faculty Evaluation

The performance of the faculty must be evaluated by the program no less frequently than at the midpoint of the accreditation cycle and again prior to the next site visit. The evaluations should include a review of their teaching abilities, commitment to the educational program, clinical knowledge, and scholarly activities. Annual written confidential evaluations by Resident must be included in this process.

Resident is required to submit to the program director or to the Graduate Medical Education Office, at least annually, confidential written evaluations of the faculty and Resident's educational experiences.

5.6 Program Evaluation

The educational effectiveness of a program must be evaluated at least annually in a systematic manner. Representative program personnel, i.e. at least the program director, representative faculty, and at least one resident, must be organized to review program goals and objectives and the effectiveness of the program in achieving them. The group must have regular documented meetings at least annually for this

purpose. In the evaluation process, the group must take into consideration written comments from the faculty, the most recent report of the GMEC of Penn State Hershey and the confidential written evaluations. If deficiencies are found, the group should prepare an explicit plan of action, which should be approved by the faculty and documented in the minutes.

6. Grievance Procedures and Due Process

Any Resident serving in an ACGME accredited program at Penn State Milton S. Hershey Medical Center (“Medical Center”) can seek resolution of grievances under the Graduate Medical Education Grievance and Due Process Policy. “Grievance” is defined as (a) any difference or disagreement between a Resident and a representative of the Medical Center relating to the Resident’s participation in his or her residency program; and (b) a Resident’s disagreement with non-renewal of the Resident’s contract or non-promotion. This policy does not apply to appeals from (a) a suspension for a period of 15 days or more, or (b) termination from the residency program during the appointment period. The procedure is as follows:

- 6.1 Resident to Program Director and/or Department Chair – A resident should first present the grievance to the Program Director and/or Department Chair in which the resident’s training program primarily resides. Issues can best be resolved at this stage and every effort should be made to affect a mutually agreeable solution.
- 6.2 Resident to Ombudsperson – In situations when the concern relates to the Department Chair or Program Director, and Resident believes that it cannot be presented to the Department Chair or Program Director Resident may present the grievance directly to the Ombudsperson for guidance. The GME Office will assist the resident in identifying an Ombudsperson.
- 6.3 Resident to Vice Dean for Educational Affairs and/or Associate Dean for Graduate Medical Education – If, after discussion with the Department Chair or Program Director (and/or Ombudsperson), the grievance is not resolved to the satisfaction of Resident, Resident has the option to present the grievance to the Vice Dean for Educational Affairs, who may delegate consideration of the grievance to the Associate Dean for Graduate Medical Education. The Vice Dean (or Associate Dean) shall meet with the Resident and consult with appropriate representatives of the program as part of consideration of the grievance. In the event a mutually agreeable resolution of the grievance is not possible, the Vice Dean (or Associate Dean) shall render any necessary decision to resolve the grievance and his/her decision will be final.

The Grievance and Due Process policy shall be utilized for academic or other disciplinary actions taken against residents that could result in dismissal, non-renewal of contract or non-promotion to the next level of training or other actions that could significantly threaten a resident’s intended career development. The grievance policy shall also be used for adjudication of resident complaints and grievances related to the work environment or issues related to the program or faculty.

Suspensions of 15 days or more, or termination from the program during the appointment period, may be appealed in accordance with the provisions of the Resident Agreement relating to Suspension, Dismissal or Disciplinary Action.

7. Suspension, Dismissal, or Disciplinary Action

7.1. Suspension

Penn State Hershey may suspend participation of Resident in program for cause for failure to fulfill any obligation of the Resident Agreement, including but not limited to, those specified in this policy. If the suspension period is for a period of fifteen (15) days or more, Resident shall be afforded the procedures set forth in the Graduate Medical Education Suspension, Dismissal, or Disciplinary Action policy

7.2. Dismissal for Cause

Resident may be dismissed for cause during the appointment period. Examples of cause for dismissal include, but are not limited to, the following:

- a. Failure of resident to meet the performance or conduct standards of the Residency Program;
- b. Violation of the rules and regulations of Penn State Hershey Medical Center or a violation of the directions of the program director or of the director or coordinator of the service to which Resident is assigned;
- c. Abuse or assault of any patient, colleague or teacher;
- d. Refusal of rehabilitation for substance abuse;
- e. Any conduct which is or would be detrimental to Penn State Hershey Medical Center operations, activities, or interests;
- f. Any breach of the Resident Agreement;
- g. Deficiencies in maintaining current medical records, including discharge summaries;
- h. Lack of evidence of continuing self-education;
- i. Persistent strife in professional relations; or
- j. Lack of progress in developing acceptable clinical judgment.

7.3. Dismissal Procedure

If the Program Resident Assessment Committee/Advisory Committee or its designate makes the decision that Resident shall not continue in the Program, the Department Chair shall notify Resident in writing immediately. The dismissal notice shall include a summary of the specific charge(s) and shall advise Resident of the right of appeal.

7.4. Appeal

Appeal of a dismissal or suspension of fifteen (15) days or more may be filed within seven (7) days of receipt of the dismissal or suspension notice by submitting a written notice of appeal to the Department Chair. If an appeal is filed, the dismissal will be suspended pending conclusion of the appeal; provided that when the cause of dismissal creates reasonable grounds to believe that there is a threat to the safety

of patients, Resident, or other persons or property, or a threat to disrupt the essential operations of the Medical Center, the Department Chair may direct that all or part of Resident's duties be suspended pending conclusion of the appeal. While a dismissal is pending appeal, Resident will receive stipend and benefits. Failure to file written notice of appeal within seven (7) days of receipt of the dismissal or suspension notice shall constitute a waiver of Resident's opportunity to resort to the Appeal Board and Review procedure.

7.4.1. Appointment of Appeal Board

Upon receipt of an appeal, an Appeal Board will be appointed by the Senior Vice President for Health Affairs and Dean, consisting of the following: Vice Dean for Educational Affairs (presiding), the Chief Medical Officer of The Milton S. Hershey Medical Center, a senior resident in the same program as the appealing Resident, a resident designated by the Resident Council, and two senior members of the teaching faculty of the Medical Center.

7.4.2. Opportunity to Present Statements

The Appeal Board shall provide Resident an opportunity to present oral and written statements by Resident and other persons in support of the appeal. The Department Chair, or a designee, shall be responsible for presenting evidence in support of the dismissal. Specific procedures applicable to the appeal shall be adopted by the Appeal Board and furnished to the resident and the Department Chair.

7.4.3. Recommendation

The Appeal Board shall provide Resident an opportunity to present oral and written statements by Resident and other persons in support of the appeal. The Department Chair, or a designee, shall be responsible for presenting evidence in support of the dismissal. Specific procedures applicable to the appeal shall be adopted by the Appeal Board and furnished to the resident and the Department Chair.

8. Resident Agreement Addendum

In addition to the stipend described in Section 2 or the Resident Agreement Renewal, Penn State Hershey agrees to provide Resident with certain benefits and support services outlined in the Resident Agreement Addendum that accompanies this document or as updated with the Resident Agreement Renewal during the term of this agreement. These are subject to change from time to time at the discretion of Penn State Hershey. Penn State Hershey will use its best efforts to notify Resident of significant changes as they occur with respect to such benefits and support services and will provide more detailed information upon request. It is understood and agreed by Resident that due to the need for brevity and the fact that certain benefits and supports services are provided through contracts of insurance containing detailed descriptions of the benefits and through Penn State Hershey Policies which are subject to change from time to time, the Resident Agreement Addendum shall be construed as a summary of some of the elements of the various fringe benefits provided, and will not be construed as binding Penn State Hershey or Resident to terms, conditions of amounts of insurance coverage other than that expressly set forth in the respective insurance policies and Penn State Hershey Policies which may be in effect at that time.

9. Professional Liability Insurance

Penn State Hershey and its affiliated institutions shall provide Resident with professional liability insurance coverage as required by Pennsylvania law. Specific details of the current liability insurance coverage are provided in the attached Resident Agreement Addendum and to the Resident in the malpractice face sheet. Liability insurance includes legal defense and protection against awards from claims reported or filed after the completion from the program if the alleged acts or omissions of Resident are within the scope of the program. Penn State Hershey is a self-insured trust and provides claims made coverage with tail insurance to Resident. The current coverage is \$500,000 per incident and \$1,500,000 aggregate.

10. Health and Disability Insurance

Penn State Hershey shall provide health and disability insurance coverage. The current coverage and costs can be accessed at pennstatehershey.org/web/residency/home/benefits. Health Insurance is provided to Resident and their families. Coverage for health benefits begins upon the first day of the respective training program. Healthcare coverage is provided by Highmark Blue Shield. Disability insurance is provided for disabilities resulting from activities that are part of the educational program

11. Leave of Absence

11.1. Vacation and Continuing Medical Education (CME)

Resident is granted 15 to 20 working days of paid leave each year in keeping with program or departmental policy. The total amount of leave includes both vacation and CME paid time off. These days should also be used for interviewing and relocation.

11.2. Medical/Parental/Family Leave

A resident may request a maximum of twelve weeks of family leave. The first six weeks minus any vacation leave already used will be with full pay and benefits, and will include any remaining vacation leave for the contract period. The remainder of the twelve weeks will be without pay; however benefits will be billed at the employee rate. If the period of leave bridges two consecutive contract periods, the amount of paid and unpaid leave will be allocated proportionately, including available vacations days.

11.3. Personal Leave

A personal leave may be granted to Resident upon review of the circumstances by the Program Director. All eligible vacation time for that year must be used during this period. The period of personal leave time that is not covered by vacation time will be unpaid.

11.4. Professional Leave

A professional leave of absence may be granted to Resident upon review of the circumstances by the Program Director. All eligible vacation time for the academic year must be used during this period. The period of professional leave that is not covered by vacation time will be unpaid.

11.5. Effect of Leave

All requirements of the residency training program must be fulfilled prior to the completion of training. The Program Director is responsible to notify the Resident as to the effect of leave on their training timeline. Residents may be required to extend their length of training to meet all residency program requirements. The Residency Review Committee for the residency program and the Residency Program Director determine the length of training and training to be completed following a leave of absence.

All requirements of the residents' respective Board must be satisfied. Board requirements will take precedence over institutional leave of absence policies, when applicable. Specific specialty Board information can be accessed through the PSHMC internet, the Graduate Medical Education office, or the Program Office. (Institutional Requirements: I.D.h.2.a&b).

12. Duty Hours

Resident shall be present and available for duties assigned to Resident by the Program Director, including night, weekend or any special duty assignment which Resident may be given at the discretion of the Program Director. All requirements of the Residency Review Committee (RRC) must be met for work hours and work environment. The Program Director is responsible for the appropriate scheduling of duty time, including provision of adequate off-duty hours. Resident shall be given a monthly average of one day in seven free from clinical duties and expectations.

Resident understands and agrees that the hours of duty will vary with the clinical service to which Resident is assigned from time to time. Penn State Hershey shall, however, maintain an environment conducive to the health and well being of Resident and will make its best efforts to limit assigned duty to the customary and usual schedule for resident physicians on the service to which Resident is assigned at that time in compliance with the Graduate Medical Education Resident Duty Hour Policy.

13. Moonlighting

Resident may not provide physician services to other healthcare institutions for remuneration outside the scope of their educational activities and regularly assigned duties of the training program unless prior and specific written notification detailing such activities is given to and written consent for such activities is obtained from the Program Director. Moonlighting shall not be approved if the Program Director believes such activities may interfere with the Residents ability to perform his/her obligations and duties in the Residency Program. The Program Director's determination in this regard shall be final and does not fall within the scope of the Grievance Procedures and Due Process outlined in Section 6.

In the event that Resident works outside the scope of the educational activities and regularly assigned duties, professional liability coverage is not provided by Penn State Hershey. Resident must provide evidence of a valid unrestricted license to practice medicine in the appropriate state or jurisdiction. It is the responsibility of the institution hiring the resident to determine that appropriate licensure is in place, adequate liability coverage have been obtained by Resident, and Resident is appropriately credentialed to carry out assigned duties.

Professional and patient care activities that are external to the educational program may be inconsistent with sufficient time for rest and restoration to promote Resident's educational experience and safe patient care.

13.1. Residents are not required to engage in moonlighting activities for the institution.

13.2. The prospective, written statement of permission from the Program Director will be placed in the resident file.

13.3. Resident will be monitored by Penn State Hershey Medical Center and the Program Director for the effect of these activities upon performance and adverse effects may lead to withdrawal of permission.

14. Counseling Services

Penn State Hershey shall provide and facilitate access to confidential medical and/or psychological counseling free of charge to Resident. Specific counseling services information is included in the Resident Agreement. Addendum.

15. Physician Impairment

The Physician Impairment and Substance Abuse Policy is included in the Resident Agreement Addendum.

16. Harassment

It is the policy of Penn State Hershey that harassment will not be tolerated. Complaints or concerns regarding harassment may be submitted to the Program Director, the Associate Dean for Graduate Medical Education, the Vice Dean for Educational Affairs, or to a designated harassment contact person. Conduct by Resident which constitutes harassment shall be grounds for dismissal or other disciplinary action. Complete harassment policies, including sexual and other forms of harassment, are detailed in the Human Resources Policy Manual – HR07 and HR11.

17. Accommodation for Disabilities

Penn State Hershey prohibits discrimination on the basis of disability and maintains a policy of compliance with all federal and state laws regarding disability, including the Americans with Disabilities Act (ADA). In compliance with the ADA, Penn State Hershey will make "reasonable accommodations" for qualified individuals with disabilities. (Human Resources Policy Manual - HR74)

18. Reduction or Closure

Penn State Hershey recognizes the need and benefits of Graduate Medical Education and sponsors programs which emphasize personal, clinical and professional development. The Graduate Medical Education Committee ensures that its training programs are in substantial compliance with the institutional and special requirements of the Accreditation Council for Graduate Medical Education (ACGME) and its individual

Residency Review Committees. These circumstances and procedures also apply in the event of institutional closure. The Reduction or Closure Policy is maintained in the Graduate Medical Education Office and is included in the Resident Agreement Addendum.

19. Restrictive Covenant

Penn State Hershey does not require Resident to sign a non-competition agreement.

20. Non-Qualification for Unemployment Compensation

It is understood and agreed that services performed by Resident in fulfillment of obligations in the approved program of graduate medical education are services performed at Penn State Hershey by an individual who has successfully completed and graduated from a medical school and is training under the requirements of the Pennsylvania State Board of Medicine does not constitute employment as defined by the Pennsylvania Unemployment Compensation Law. Therefore, Resident further acknowledges, understands, and agrees with the above-stated reason that Resident shall neither qualify for, apply for, or be entitled to unemployment compensation benefits at the conclusion or termination, for any or not reason, of this Agreement, or any extension thereof.

21. Certificate of Completion

Certificate of Completion of the program will be contingent upon Resident returning all property of Penn State Hershey such as books, keys, equipment, etc., having completed all medical records for which he or she is responsible, and having settled any other professional or financial obligations to Penn State Hershey.

22. Miscellaneous

22.1. Applicable Law

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania

22.2. Waiver of Breach

The waiver of either party of a breach violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

22.3. Severability

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

22.4 Entire Agreement

This Agreement constitutes the entire Agreement between parties and supersedes all prior understandings. Any changes or alterations to this Agreement must be in writing and signed by the parties.

22.5 Acknowledgment

Resident acknowledges reading this Agreement prior to signing.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Penn State Hershey

Resident

Printed Name of Program Director

Printed Name of Resident

Signature of Program Director/Date

Signature of Resident/Date

Witness/Date

Witness/Date