



**PennState Health**  
Milton S. Hershey  
Medical Center

## RESIDENT AGREEMENT OF APPOINTMENT

This Resident Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Penn State Hershey Medical Center, Hershey Pennsylvania (hereinafter “Penn State Hershey”) and <<FirstName>> <<LastName>> currently residing at <<Street>> <<Street2>> <<City>>, <<State>> <<ZipCode>> (hereinafter “Resident”).

### RECITALS

- A. Penn State Hershey offers a graduate medical education program (“Residency Program”) in <<Program>>, 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 <<Status>> year resident in the Residency Program for the period of <<ProgramStart>> through <<ProgramEnd>>. During the term of this Resident 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 <<Compensation>>, to be paid in twenty-six (26) bi-weekly installments.

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### **3. Resident Responsibilities**

#### *3.1 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.

#### *3.2 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.

#### *3.3 Clinical Care*

Resident is expected to provide competent and compassionate patient care, and to work effectively as a member of the health care team. This implies professional demeanor and conduct both in direct patient care and in communication with family members, other health care professionals, and support staff. The highest level of professionalism is expected at all times. Resident is directly responsible to the faculty attending to whom they have been assigned for all matters related to the professional care of patients.

### **4. Policies**

Resident is required to follow all Penn State Hershey Graduate Medical Education and Penn State Hershey Human Resources policies. Policies are located on the Graduate Medical Education website at [www.pennstatehershey.or/residency](http://www.pennstatehershey.or/residency) and the Human Resources website on the Penn State Hershey infonet at <https://infonet.pennstatehershey.net/web/policy>

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## **5. Self-Disclosure of Criminal Activity**

All individuals covered by this policy are required to notify the Human Resources Department within 72 hours of being charged, arrested or convicted of a felony or misdemeanor. The PSHMC Arrest and Conviction Self-Disclosure form must be used to provide this information in writing to the Human Resources Department for review. This includes any arrests, filing of charges or convictions that occur between the date of disclosure for a PSHMC-required background check and the date of the individual's engagement with PSHMC, or the date of issuance of background check results and the commencement date of the individual's engagement with PSHMC. Failure to report such incidents within the required time frame may result in disciplinary action up to and including termination. (*Policy HR 68*)

## **6. Conditions for Reappointment and Promotion**

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, ACGME Milestones and/or any other factors deemed necessary to advance to the next level in training.

## **7. Promotion, Appointment Renewal and Dismissal**

All Penn State Hershey ACGME-accredited programs are required to have a policy to determine the criteria for promotion and/or renewal of a resident's appointment. In instances where Resident will not be promoted to the next level of training, the Resident Agreement will not be renewed, or when Resident will be dismissed the program will provide Resident with a written notice of intent. The program 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. Upon dismissal of Resident, Resident will receive a written letter of intent.

## **8. Grievance and Due Process**

Residents may implement the Grievance and Due Process policy at the program and institutional level. Resident will be able to implement the policy as it relates to suspension, non-renewal, non-promotion, or dismissal.

## **9. Professional Liability Insurance**

Penn State Hershey shall provide Resident with professional liability insurance coverage as required by Pennsylvania law. 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.

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## **10. Hospital, Health and Disability Insurance**

Penn State Hershey shall provide hospital, health and disability insurance coverage. The current coverage and costs can be accessed at [pennstatehershey.org/web/residency/home/benefits](http://pennstatehershey.org/web/residency/home/benefits). Health Insurance is provided to Resident and their eligible dependents. Coverage for hospital and 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**

Resident is entitled to leaves of absence for vacation, parental, medical, and professional reasons. Resident acknowledges that after any leave of absence, additional training may be required for successful completion of the Program or for Board Certification. The necessity of additional training will be determined by the Program Director. (*GME Leave of Absence Policy*)

## **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 institution's Grievance and Due Process Policy. The Graduate Medical Education Moonlighting Policy is available on the GME website.

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## 14. 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.

## 15. Miscellaneous

### 14.1 *Applicable Law*

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

### 14.2 *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.

### 14.3 *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.

### **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.

### **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.

*Resident*

<<FirstName>> <<LastName>>, <<Credentials>> \_\_\_\_\_

Printed Name of Resident

\_\_\_\_\_  
Signature of Resident/Date

Initial: \_\_\_\_\_