



**PennState Health**

## **RESIDENT AGREEMENT OF APPOINTMENT**

This Resident Agreement, dated today, \_\_\_\_\_, 2018, by and between Penn State Health Milton S. Hershey Medical Center, a Pennsylvania nonprofit corporation (hereinafter “Hospital”) and <<FirstName>> <<LastName>>, <<Credentials>> currently residing at <<Street>>, <<City>> <<State>> <<ZipCode>> (hereinafter “Resident”).

### **RECITALS**

- A. Hospital offers a graduate medical education program (“Residency Program”) in <<Program>>, accredited by the Accreditation Council for Graduate Medical Education (ACGME).
- B. Hospital 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, Hospital 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 <<StartDate>> through <<EndDate>> (the “Resident Agreement Period”). During the term of this Resident Agreement, Resident agrees to perform such duties of Hospital and its affiliated institutions which are part of the Residency Program conscientiously, to the best of Resident’s ability, and under the highest standard of professional ethics. The term of this Agreement may not exceed one (1) year unless renewed in writing by Hospital authorized representatives.

#### **2. Renewal of Residency Agreement**

Renewal of this Agreement is dependent upon satisfactory progress by the Resident as determined solely by evaluation of the Resident’s performance by the Residency Program Director. Reappointment of Resident to a subsequent contract period requires execution of the Resident Agreement Renewal, and nothing contained herein shall be construed to confer upon Resident an automatic right of renewal.

### 3. Financial Support

Resident shall receive financial support from Hospital in the form of an annual stipend of <<Compensation>>, to be paid in twenty-six (26) bi-weekly installments, subject to all deductions required by state and federal law and such other deductions authorized by Resident in accordance with Hospital policy.

### 4. Resident Responsibilities

#### 4.1 *Licensure to Practice Medicine*

Resident shall maintain, throughout the Resident Agreement Period and any subsequent renewal(s), a valid graduate medical training license from the Pennsylvania State Board of Medicine or the Pennsylvania State Board of Osteopathic Medicine. Resident is not permitted to begin training at Hospital until issued a Pennsylvania graduate medical training license.

Resident agrees to provide Hospital 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. Hospital 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.

#### 4.2 *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. All documents required, for participation in the Residency Program, as outlined and specified in the Onboarding checklist of the New Innovations System, shall be completed and submitted prior to the first day of the Resident 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.

#### 4.3 *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.

### 5. Policies

Resident is required to follow all Penn State Health and Hospital Graduate Medical Education and Human Resources policies. Policies are located on the Graduate Medical Education website and the Human Resources website on the Hospital Infonet.

*GME Policies:* <https://residency.med.psu.edu/policies/>

*HR Policies:* <https://pennstatehealth.ellucid.com/manuals/binder/15>

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

Resident is required to notify the Human Resources Department within 72 hours of being charged, arrested or convicted of a felony or misdemeanor by utilizing the Penn State Health Arrest and Conviction Self-Disclosure form. This includes any arrests, filing of charges or convictions that occur between the date of disclosure for a Hospital-required background check and the date of the individual's engagement with Hospital, or the date of issuance of background check results and the commencement date of the individual's engagement with Hospital. Failure to report such incidents within the required time frame may result in disciplinary action up to and including termination. (*Attachment A.*)

## **7. 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 by the Program Director to advance to the next level in training.

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

Each Hospital ACGME-accredited program has a policy that outlines the criteria for promotion and/or renewal of a resident's appointment. Resident will be provided with written notice in the event Resident will not be promoted to the next level of training, the Resident Agreement will not be renewed, or Resident will be dismissed.

## **9. Grievance and Due Process**

In the event of an academic or disciplinary action that could result in suspension, dismissal, non-renewal of the Resident Agreement or non-promotion to the next year of the Residency Program, Resident may utilize the process outlined in the Graduate Medical Education Grievance and Due Process Policy, available on the Graduate Medical education website. <https://residency.med.psu.edu/policies/>

## **10. Professional Liability Insurance**

Hospital shall provide Resident with professional liability insurance in an amount no less than that required by the Commonwealth of Pennsylvania. Liability insurance includes legal defense and protection against awards from claims reported or filed during or after the completion of the Residency Program for acts and omissions occurring during the Resident Agreement Period that are within the scope of the Resident's responsibilities in the Residency Program.

## **11. Health Insurance and Other Benefits**

Health, dental, disability and other insurance is provided to Resident and their eligible dependents beginning on the first day of the Resident Agreement Period. Information regarding the types and associated costs of such insurance coverage and other benefits is available on the Graduate Medical Education website.

<https://residency.med.psu.edu/what-we-offer/>

## **12. 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. The Leave of Absence Policy is available on the Graduate Medical Education website.

<https://residency.med.psu.edu/policies/>

## **13. Duty Hours (Maximum Hours of Clinical and Educational Work per Week)**

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. Hospital 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 Clinical Experience and Education Policy, available on the Graduate Medical Education website.

<https://residency.med.psu.edu/policies/>

## **14. 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 Moonlighting Policy is available on the Graduate Medical Education website. <https://residency.med.psu.edu/policies/>

## 15. Certificate of Completion

Issuance of a Certificate of Completion of the Residency Program is contingent upon the return of all Hospital property, including books, keys, equipment, etc., completion of all medical records for which Resident is responsible, and the settling of all professional and financial obligations to Hospital.

## 16. Miscellaneous

### 16.1 *Applicable Law*

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

### 16.2 *Waiver of Breach*

The waiver by either party of a breach 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.

### 16.3 *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.

## 17. 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.

## 18. 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.

<<s:sig1\_\_\_\_\_>>  
<<FirstName>> <<LastName>>, <<Credentials>> - Resident

<<s:sig2\_\_\_\_\_>>  
<<ProgramDirector>>, Program Director

<<s:sig3\_\_\_\_\_>>  
Edward R. Bollard, MD, Designated Institutional Official  
Associate Dean for Graduate Medical Education  
Penn State Health Milton S. Hershey Medical Center