

TRINITY HEALTH MICHIGAN
AGREEMENT FOR RESIDENCY APPOINTMENT

THIS AGREEMENT FOR RESIDENCY APPOINTMENT ("Agreement"), made this ____ day of _____, 20__ ("Effective Date"), by and between _____ ("Resident") and TRINITY HEALTH-MICHIGAN d/b/a TRINITY HEALTH _____ HOSPITAL ("Hospital"), a Michigan nonprofit corporation. Resident and Hospital are individually referred to in this Agreement as a "Party" and sometimes collectively referred to as the "Parties."

Term: Begins on _____ and continues until _____, unless extended per Section 7 below.

Appointment (Program Year): _____ **Program:** _____

Annual Compensation for Term: \$ _____

EMPLOYEE BENEFITS SUMMARY

The Employee Benefits stated in this summary and the Employee Benefits section of this Agreement (Section 10) are not contractual and are solely meant to summarize the currently available employee benefits. All Employee Benefits are not contractual and may be revised from time to time, at Trinity Health or the Hospital's sole discretion and in accordance with law. To the extent there is a conflict between the summaries in this Agreement and the applicable employee benefit plan(s), the employee benefit plan(s) controls.

Eligible Amount of Paid Time Off (PTO): _____ days, including vacation, Holidays*, sick time, etc. (*any PTO used towards Holidays must be pre-approved by the Program Director)

Meal Stipend: \$ _____ **Educational Allowance, if applicable:** \$ _____

Reimbursable Exams, if applicable: _____

RECITALS

Resident has satisfied the qualifications required in this Agreement and desires to complete their educational requirements to achieve Board Certification in their chosen medical field at Hospital;

Hospital desires to appoint Resident, based on the contents of Resident's application, interviews conducted, and other representations made by the Resident regarding qualifications and experience. The appointment will be for a one-year term for the purpose of training Resident at Hospital, and designated locations currently affiliated with Hospital, for educational purposes during the Term (the "Residency Program");

During the Residency Program, the Resident will be employed by Hospital as a House Officer; and

Resident acknowledges that Resident is not a member of the Hospital's Medical Staff.

TERMS

In consideration of the mutual promises set forth herein, including the above Recitals, and other good and valuable consideration, the Parties agree as follows:

1. **Pre-Term Requirements.** Resident understands that the following requirements must be completed at or prior to the start of the Term, or this Agreement may terminate. Resident will:

- a. Health Screening. Successfully complete Occupational Health Screening by promptly (a) completing a physical and/or mental examination on the request of the Program Director to enable Hospital to make a determination of the Resident's ability to perform the essential functions of the job (either with or without reasonable accommodation) and to make available to Hospital the results of such examination and (b) undertaking any immunization program required by Hospital absent an approved medical or religious exemption.
 - b. Onboarding. Satisfactorily complete the new hire process required by Hospital, including a background check and completion of Hospital's Workforce Confidentiality Agreement prior to the first day of the Term.
 - c. Work Status. Provide Hospital with original documentation evidencing that Resident is legally authorized to work in the United States. As a condition of employment, non-U.S. citizens will obtain and maintain the appropriate work authorization to remain and work in the United States and provide verification to Hospital's Human Resources office. Residents holding J-1 Exchange Visitor visas must continuously meet and maintain the Education Commission for Foreign Medical Graduates ("ECFMG") Eligibility and Basic Requirements of the J-1 Exchange Visitor Program. Failure to meet all requirements necessary to remain and work in the United States will result in termination of the Agreement.
 - d. Licensure. Obtain all necessary licenses, certificates, and other authorizations required by Hospital to provide services under this Agreement, including but not limited to ACLS & BLS Certification, Michigan Medical and Controlled Substance Licenses without restriction, and safety to practice. Resident agrees to provide copies of all licenses and employment documentation to the GME office prior to the first day of the Term.
2. **Hospital Responsibilities**. The Hospital shall have overall responsibility for the administration and operation of the residency program. Hospital shall provide an appropriate educational program that allows Resident to meet all of the educational requirements, as set forth by the Accreditation Council for Graduate Medical Education ("ACGME") for certification by a specialty board recognized by the appropriate American Board of Medical Specialties. Hospital shall provide the personnel reasonably necessary for Hospital's administration of the Residency Program as determined in Hospital's sole discretion.
 3. **Resident's Responsibilities**. Resident will perform the duties and responsibilities required as defined in this Agreement and competently perform such other services as may be required of residents in the Residency Program at their level of training. Resident understands and agrees that the services Resident is required to perform and their duties and responsibilities, including Resident's work hours, will be determined from time to time by the Program Director and/or the Chief of the Department to whom Resident is assigned. Resident will:
 - a. Develop a personal program of self-study and professional growth with guidance from the teaching staff of the Residency Program;
 - b. Participate in safe, effective, and compassionate patient care under supervision, commensurate with Resident's level of advancement and responsibility. Resident shall at all times consider both quality and economical use of resources in the provisions of patient care; and comply with OSHA and CDC recommendations regarding direct contact with a patient's blood or other body substances and the use of protective equipment and Hospital infection control and immunization policies;
 - c. Participate fully in the educational activities of the Residency Program as deemed necessary to meet the educational requirements established by the Hospital and appropriate accrediting agencies, and to assume responsibility for teaching and supervising other residents and students;
 - d. Adhere to the established Hospital practices, procedures, and policies, including those of the Hospital Graduate Medical Education ("GME") office and individual residency programs, as they exist and are amended from time to time, including but not limited to the policies and procedures

related to the Electronic Health Record ("EHR"); employee work-related injury/illness and body fluid exposure; confidentiality of information; standards of conduct; sexual harassment/discrimination and other forms of discrimination/harassment based on a protected category; resident/physician impairment; and reasonable accommodation for disabilities or religion. To the extent that there is a conflict between the GME policies and the Hospital policies, the relevant GME policy or policies control as to the Residency Program. This includes but is not limited to the GME policies related to PTO, severance, appeal/grievance procedures, travel, and international training. Resident acknowledges that it is the policy of Hospital to maintain a working environment free of unlawful sex discrimination or objectionable and disrespectful conduct and/or communication of a sexual nature which is imposed by one on another and which adversely affects the employment relationship or working environment;

- e. Participate in Hospital programs, committees, and meetings as requested or assigned, especially those that relate to education and patient care review activities;
- f. Follow the call schedule and schedule of assignments in the department to which Resident is assigned;
- g. Timely complete all medical records in accordance with the requirements of Hospital and Medical Staff policy, The Joint Commission, the medical licensing agency for the state of Michigan, and other governmental regulating agencies. 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;
- h. Submit any Michigan Peer Review Organization correspondence addressed to the Resident to the Director of Health Information Services (Medical Records Department) for appropriate processing;
- i. Maintain all necessary licenses, certificates, and other authorizations to provide services as contemplated herein. Resident shall hold and continuously maintain current Michigan Medical and Controlled Substance Licenses, without restriction, and valid employment eligibility documentation during appointment. Lack or loss of licensure, restriction, limitation or eligibility, at Hospital's option, may subject Resident to termination of this Agreement or to function only as an observer without privileges until such time as such licensure or employment eligibility documentation is received;
- j. Submit confidential, written evaluations of teaching staff and Resident's educational experiences to the Program Director or their designee, at least annually;
- k. Pay all financial obligations owed to Hospital prior to termination of this Agreement, unless otherwise approved in writing by an authorized executive of Hospital;
- l. Provide professional medical services to all patients without regard to such patients' ability to pay, race, national origin, sex, sexual orientation, age, disability, or other category protected by law;
- m. Keep all protected health information of patients strictly confidential in accordance with state and federal law; and
- n. Immediately notify Hospital upon learning (a) of an audit or other investigation of Resident by any governmental enforcement agency; (b) of conviction of any crime that would affect that Resident's licensure, practice of medicine or prevent Resident from participation in any health care program, (c) Resident has been debarred, excluded or otherwise becomes ineligible for participation in any government health care program; (d) of any complaints filed against Resident providing services with any government health care program, third party payor or State disciplinary authority; or (e) of any complaints filed against any Resident in a civil or administrative action related to Resident's employment.

4. **Ethical and Satisfactory Performance by Resident.** Employment during the entire Term of this Agreement is conditioned on satisfactory performance by Resident, competently and civilly, with integrity, and in strict accordance with the professional and ethical standards for the medical profession and

Hospital's policies and procedures. Resident must perform all services in compliance with all applicable federal, state, and local laws; regulations; the Ethical and Religious Directives for Catholic Health Care Services, as approved by the United States Conference of Catholic Bishops ("ERD"); and the standards of all pertinent accrediting and credentialing agencies, including but not limited to applicable state agencies and The Joint Commission.

5. **Resident Impairment.** Resident work hours and on-call schedules will conform to the ACGME requirements. All Residents are expected to be rested, alert, and able to perform their essential duties with reasonable skill, efficiency, and safety to patients during work hours (either with or without a reasonable accommodation). Program faculty will determine whether a Resident is able to perform duties. A resident may be considered impaired because of the inability to practice medicine or perform the other essential functions of the job due to a physical or mental illness that cannot be remediated with reasonable accommodation, being under the influence of drugs or alcohol, or for other reasons. By signing this Agreement, Resident represents to Hospital that they are not now impaired. Further, Resident agrees not to consume or be under the influence of drugs or alcohol while working or on-call for patient care delivery. At the Program Director's sole discretion, a Resident deemed impaired by the Program Director, may be immediately dismissed from the program or options other than dismissal may be explored and offered.
6. **Activities Outside the Education Program.** The Resident agrees that any activity outside the educational program will not interfere with their performance in the educational process as defined in this Agreement. Any professional activities outside of the educational program shall require the permission of the Program Director in writing. The Resident will not use Hospital equipment, uniforms, prescription pads, or forms bearing the name or address of the Hospital in connection with any such outside activities. All moonlighting must be pre-approved by the Program Director for each occurrence, and Resident should refer to the applicable Residency Program's policy and procedure manual. If approved, moonlighting Resident shall ensure that the applicable third party, for whom Resident is moonlighting, indemnify and hold harmless Hospital, its affiliates and subsidiaries, and their officers, directors, employees and agents including, but not limited to, all hospitals to which Resident is assigned during Residency training, from any and all losses and expenses resulting from or caused by such moonlighting or outside activities. Resident acknowledges that moonlighting activities shall be considered outside of the scope of the Hospital's employment of Resident and the Hospital's insurance program, including malpractice/professional liability insurance, shall not cover Resident for professional liability and activities related to services provided outside the scope of this Agreement. If such outside services interfere with Resident's rendering of services hereunder, as determined by the Program Director in their sole discretion, the Resident will be required to curtail or discontinue such outside services.
7. **Agreement Term.** This Agreement is specific to the Term specified on the first page, unless earlier terminated in accordance with the terms of this Agreement.
 - a. **Reappointment and Promotion.** Hospital will communicate to Resident the conditions for reappointment and promotion to a subsequent PGY level.
 - b. **Renewal of an Appointment.** 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 their duties and obligations hereunder. Resident shall have no expectation that this Agreement shall be renewed beyond this Term.
 - c. **Non-renewal of an Appointment.** Hospital will provide Resident with at least 30 days written notice of intent not to renew Resident's appointment or when Resident will not be promoted to the next level of training.
8. **Termination of Agreement.** This Agreement shall be terminated as follows:
 - a. By mutual written agreement of the Parties.
 - b. By Hospital in writing for cause, if Resident fails or refuses to perform any of their duties and responsibilities under this Agreement.

- c. By Hospital in writing, immediately and automatically if Resident (1) fails to meet or maintain the qualifications in Exhibit A; (2) fails or refuses to satisfactorily perform any of their duties and responsibilities under this Agreement; (3) fails to notify Hospital of the commencement of any investigation or other proceeding that may result in the suspension, revocation, restriction or other limitation of Resident's license to practice medicine or to prescribe narcotics and controlled substances; Resident's exclusion from the Medicare or Medicaid program; or any indictment or formal criminal charge, conviction of Resident of a felony that carries with it a possible sentence or jail term, incarceration or imprisonment; (4) violates any of the rules or policies of Hospital, including the Code of Conduct, that would give rise to the termination of an employee under the Hospital's human resources guidelines and procedures; or (5) fails to successfully complete any new hire or pre-employment processes, including but not limited to a background check or drug screen, or it is later determined by Hospital (in Hospital's discretion) that Resident omitted or provided false information regarding eligibility for the Residency Program.
- d. By Hospital or Resident in writing, in the event of Resident's incapacitating illness or if Resident is unable physically or mentally to perform the essential functions of the position, with or without reasonable accommodation.
- e. By Hospital in writing upon notification by Trinity Health of Resident's uninsurability under Trinity Health insurance.
- f. By Hospital in writing upon notification to Resident of Hospital's intent to close Hospital's graduate medical education program.
- g. Immediately and automatically upon Resident's death, loss of licensure or exclusion from participation in Medicare or the ability to participate in governmental contracts.

9. **Grievance and Due Process Procedure.** 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 current copy of the Graduate Medical Education ("GME") Appeal policy is available from the GME office. Resident acknowledges that they have no rights to participate in employment appeal procedures generally available to non-resident employees. Resident is not entitled to the due process rights of the bylaws of the Medical Staff of the Hospital or to the grievance procedures in Hospital's Human Resources policies for non-resident employees.

10. **Employee Benefits.** Except as outlined in this Agreement, Resident is eligible to participate in the current standard benefit program made available by Hospital to employees in Resident's House Office job classification, in accordance with Trinity Health policies, as may be revised by Trinity Health from time to time at Trinity Health's sole discretion and in accordance with law. The Employee Benefits stated in this section and the Employee Benefits Summary on page 1 are not contractual and may be revised from time to time, at Trinity Health or the Hospital's sole discretion and in accordance with law. To the extent there is a conflict between the summaries in this Agreement and the applicable employee benefit plan(s), the employee benefit plan(s) controls.

- a. **Paid Time Office (PTO).** Resident will be afforded PTO up to the maximum noted on the first page of this Agreement as such are currently defined by Hospital policies. The Program Director will be responsible to track compliance with American Board of Medical Specialties (ABMS) requirements for allowable time off from the programs. All PTO must be used within the Term (i.e., there is no "carryover"), and must be used in whole-day increments. Unused PTO will not carryover to a subsequent Term. Residents are not permitted to have a negative PTO balance.
- b. **Colleague Health and Wellbeing Program.** Residents are eligible to utilize the Colleague Health and Wellbeing services provided by Hospital, which include confidential counseling, psychological support and referral services. Medical support services are also available through the Emergency Department and Employee Health Services.

- c. Health, Vision, and Other Insurance. Eligible Residents and their dependents may participate in medical, dental, and vision insurance; a Health Savings Account or Health Care Flexible Spending Account; disability insurance; and life insurance, in addition to other health & well-being benefits.
 - d. Retirement Savings Plan. Residents may elect to make pre-tax and/or Roth salary deferral contributions to a 403(b) or 401(k) Plan up to federal limits. The investment of all contributions to the Plan is participant-directed among the investment options offered under the Plan.
 - e. Leave of Absence. Residents requiring a leave of absence (medical, family, or personal / paid or unpaid) will handle arrangements on an individual basis with their respective Program Director in accordance with Hospital policies. Resident acknowledges that any leave of absence may affect Resident's ability to satisfy the criteria for completion of the Residency Program. Resident is responsible for reviewing the applicable policies and obtaining additional guidance regarding potential impact.
 - f. Workers' Compensation. Workers' Compensation benefits are provided by Hospital in accordance with state requirements.
 - g. Laundry Services. Hospital provides laundry services for white coats.
 - h. Living Quarters. Living quarters are not provided, however, on-call rooms are available for overnight accommodations when Resident is on-call. On-call rooms are for individual resident sleeping only. Sleeping should only occur in on-call rooms, not in other areas of the Hospital.
 - i. Meals. Residents are provided access to meals while working in the Hospital. Residents may also receive a meal stipend at the Hospital's discretion. The Meal Stipend Amount set forth on page 1 is not contractual and may be revised from time to time in Trinity Health's sole discretion.
 - j. Educational Allowance. Residents may utilize their educational allowance for travel reimbursement if the submissions are consistent with the Hospital's policy on Travel and Expense Reporting. The Resident may be entitled to attend professional meetings or conferences as approved by the Program Director and the Designated Institutional Official/Director of Graduate Medical Education. No attendance at meetings or travel may be taken by a Resident until after the completion of thirty (30) days of service, unless approved by the Program Director and must be taken prior to the last month of service. The Hospital will reimburse the Resident Physician for the reasonable cost of expenses incurred in attending such professional meetings or conferences in accordance with Hospital policy and procedures regarding travel and upon submission of receipts for same. Unless prior approval is obtained, the maximum amount that Resident may be reimbursed for travel is on Page 1 under "Educational Allowance." The Hospital will have no further financial obligation.
 - k. Professional Liability Insurance. Professional liability coverage, as defined by Trinity Health, shall provide coverage for Resident for any valid Hospital-sponsored activity provided by Resident under this Agreement and within the scope of the Residency Program. Specific detail for the current Trinity Health professional liability coverage for Residents is available upon request from the Hospital Risk Management office. The insurance program does not provide coverage for any moonlighting or activities provided outside the scope of the Resident's program.
11. **Confidential and Proprietary Information of Hospital.** Resident acknowledges and agrees that, in the course of performing under this Agreement, Resident will have access to and will regularly acquire data and information that is confidential and proprietary to Trinity Health and/or Hospital ("Confidential Information"). Resident agrees and acknowledges that Trinity Health and Hospital are the owners of all Confidential Information. During the term of this Agreement and in perpetuity thereafter, regardless of the reason for the termination of this Agreement, Resident shall hold all Confidential Information in confidence and not discuss, post on social media, communicate or transmit to others, or make any unauthorized copy or use Confidential Information. Resident shall take all reasonable action necessary and appropriate to prevent the unauthorized use or disclosure of the Confidential Information. Upon termination or expiration of this Agreement, or upon demand, whichever is earliest, Resident shall return any and all Confidential Information of Trinity Health or Hospital (including any copies or reproductions thereof).

Unless otherwise agreed to in writing by an authorized Hospital executive, with respect to any work, processes, proprietary information, patent or invention arising from or relating to the business of Hospital which is created, conceived, reduced to practice or developed in the performance of services pursuant to this Agreement, Resident agrees that it is a work for hire and that Hospital owns all rights to the work. Resident shall take all measures necessary to protect Hospital's rights in the intellectual property. Work for hire includes, without limitation per Hospital policy, copyrighted works, such as, software programs, instructional manuals, diagrams, logs, databases, spreadsheets, patents, drawings, technical specifications, artwork, and patentable subject matter.

12. **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 Hospital pursuant to this Agreement. Resident shall have the duty to reasonably notify Hospital prior to settling any claim.
13. **Entire Agreement.** This Agreement, together with all Exhibits attached hereto, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or written, between Resident and Hospital with respect to this subject matter. This Agreement may not be modified or amended other than by an agreement in writing signed by both Parties.
14. **Assignment.** This Agreement may not be assigned by Resident.
15. **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 by Hospital, which is not prohibited under the terms of this Agreement.
16. **Waiver.** One or more waivers of any term, covenant, condition 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 an authorized executive of Hospital. Failure by Hospital to enforce any provision does not constitute a waiver.
17. **Governing Law and Venue.** The rights and obligations of the Parties under this Agreement shall be governed in all respects by the laws of the State of Michigan, excluding conflicts of law provisions. The Parties expressly consent to the exclusive jurisdiction of the applicable courts for the Michigan county in which the Hospital is located for any dispute concerning this Agreement and agree not to commence any such proceedings except in such courts. The Parties hereby waive all defenses of lack of personal jurisdiction and *forum non conveniens* related thereto.
18. **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 address of the respective Party. For notice to the Resident, notice shall be addressed to the last-known post office address on file with Hospital. Except as otherwise expressly provided in this Agreement, any such notice shall be deemed to be given on the date personally served or three (3) days after deposit in a regularly maintained receptacle for United States mail.
19. **Survival.** The termination of this Agreement, whether for breach or otherwise, shall be without prejudice to any claims for damages or other rights against the other Party that preceded termination. Any provision of this Agreement which can reasonably be construed to survive the expiration or termination of this Agreement shall survive such expiration or termination and shall not relieve either Party of its obligations to observe, keep and perform those surviving provisions.
20. **Board Approval.** This Agreement shall be voidable by Hospital until it is approved by the Board of Trustees or its designee in accordance with Trinity Health and Hospital policy.

21. **Counterparts.** This Agreement may be signed in textually identical counterparts, each of which shall be an original, but all of which taken together shall constitute the same instrument. Delivery of an executed signature page of this Agreement by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement. Each Party agrees that electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record, and executed and adopted by a Party with the intent to sign such record.

By signing below, Resident also acknowledges that Resident agrees to be bound by all the terms of this Agreement, and GME policies and procedures as posted on New Innovations (web-based residency management software), as well as all Hospital and Medical Staff policies and procedures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

RESIDENT

**TRINITY HEALTH-MICHIGAN d/b/a TRINITY
HEALTH _____ HOSPITAL**

Resident

President

Date

Date

PROGRAM DIRECTOR

DESIGNATED INSTITUTIONAL OFFICIAL (DIO)

Date

Date

EXHIBIT A - RESIDENT ELIGIBILITY

Applicants shall possess one of the following qualifications to be eligible for appointment to Hospital residencies:

- A. Graduate of a medical school in the United States and Canada accredited by the Liaison Committee on Medical Education (LCME).
- B. Graduate of a college of osteopathic medicine in the United States accredited by the American Osteopathic Association (AOA).
- C. Graduate of a medical school outside the United States and Canada who meets one of the following qualifications: 1) has received a currently valid certificate from the Educational Commission for Foreign Medical Graduates prior to appointment; or 2) has a full and unrestricted training license to practice medicine in a United States licensing jurisdiction in which he/she trains.

All required clinical education for entry into a Hospital ACGME-accredited fellowship program(s) must have completed an ACGME-accredited residency program or an RCPSC-accredited or CFPC-accredited residency program located in Canada.

Positions are contingent on a satisfactory drug screen, background investigation and successful acquisition of a Michigan limited educational license.

All positions at the PGY-3 level and above must have also successfully passed USMLE Step 3 or COMLEX 3 in accordance with institutional Policy.