

RESIDENT AGREEMENT

This Resident Agreement is entered into this ___ day of _____, 20__ between Saginaw Cooperative Hospitals, Inc., operating under the assumed name CMU Health (“CMU Health”), and _____ (“Resident”), and sets forth the terms and conditions of Resident’s appointment to the _____ Residency Training Program (the “Program”).

I. TERM OF APPOINTMENT

Resident shall assume a position as a PGY I in the Program from _____, 20__ through _____, 20__ and continuing thereafter if this Agreement is extended pursuant to Section V. This appointment may be terminated early at any time in accordance with the provisions of this Agreement.

It is understood that CMU Health has contractual arrangements with various hospitals, which are used in connection with the Program. Resident shall not acquire any medical staff membership or clinical privileges in such hospitals by reason of his or her appointment under this Agreement and/or his or her participation in the Program. Each of the participating hospitals has the right to withdraw Resident from that hospital and to preclude Resident from exercising any rights or privileges at the hospital.

II. PRECONDITIONS OF APPOINTMENT

Prior to the appointment and commencement of educational or clinical activities, Resident must submit appropriate documentation for a national and/or international criminal history check and for primary source verification of credentials so that all information is reviewed and approved by institution credentialing officials. To facilitate this review, the following is a representative list of documentation that must be submitted to the residency program office for review and approval prior to commencement of educational activities:

- A completed CMU Health Resident Appointment Application to the residency program;
- An original medical school diploma;
- An official medical school transcript impressed with an original medical school seal;
- Original documentation of eligibility for employment (e.g., birth certificate, ECFMG certification; DS-2019 document); and
- Other documentation as required to complete the background check and credentials review.

Any document not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to CMU Health.

III. COMPENSATION AND BENEFITS

CMU Health will compensate Resident at an annualized rate of _____ to be paid in twenty-six (26) biweekly installments in accordance with CMU Health’s payroll practices, subject to tax and other required withholding. For extensions of this Agreement beyond the initial term, the annual stipend rate will correspond to the then-current PGY pay rates as Resident progresses through the educational program, to commence upon the first day Resident

attains appointment status to the next highest level of training. In addition, Resident will be eligible to receive the same benefits as extended to other residents, subject to CMU Health's policies and any terms, conditions, and eligibility requirements for such benefits, which may be amended from time to time. Information regarding benefits, including professional liability insurance, health and disability insurance, vacation, and sick leave, can be found in the Benefits Summary sheet available from the Human Resources Department. Resident may choose to waive health insurance coverage by submitting a request in writing to the Program Director within seven (7) days after the start of residency training.

IV. RESIDENT RESPONSIBILITIES

Resident shall have such duties and responsibilities as assigned to him or her by the Program Director through the Designated Institutional Official (DIO) and the Graduate Medical Education Committee (GMEC) in accordance with the standards required to maintain accreditation by the American College of Graduate Medical Education (ACGME), and/or the Council on Podiatric Medical Education (CPME). Resident agrees to apply his/her best efforts, at a satisfactory level of competence as determined by the Program Director, to attain the educational objectives of the physician training program to which Resident is duly appointed. Therefore, among other things, Resident agrees to:

- participate fully in the educational activities of the Program, and as required, assume responsibility for teaching and supervising other residents;
- comply with all the rules, regulations, policies and procedures of CMU Health;
- comply with all bylaws, rules, policies, practices, and procedures of affiliated hospitals and their medical staffs, including all sites and/or institutions to which Resident may rotate as part of the educational program;
- obey all applicable state, federal and local laws, as well as the standards required to maintain accreditation by the Joint Commission, Healthcare Facilities Accreditation Program (HFAP), ACGME, CPME, and any other relevant accrediting, certifying or licensing organizations;
- participate in and provide safe, effective, and compassionate patient care at all training locations under supervision, commensurate with Resident's level of competence;
- participate in hospital committees and councils, especially those that relate to patient care review activities, as appropriate;
- develop and follow a personal program of self-study and professional growth with guidance from the faculty and Program Director;
- cooperate and assist with completing RRC and ACGME and/or CPME accreditation submissions and activities (including but not limited to completing patient medical records, charts, reports, time cards, statistical operative and procedure logs, faculty and Program evaluations, and/or other required documentation);
- conduct himself/herself in a professional manner;
- provide the Program Director with written notification of any change in status such as licensure, visa status, and/or fitness for duty;
- meet clinical, academic, scholarly and scientific requirements for training; and
- always seek and utilize appropriate supervision.

Resident acknowledges and agrees that CMU Health may from time to time be required to submit reports or information to third parties, such as an accreditation body, regarding things such as Resident's qualifications and competency, the quality of care rendered by Resident to any given patient, and the ethical/unethical character of Resident. Resident consents to CMU Health providing information to such third parties and further agrees, if requested, to sign such documentation as is required by CMU Health for this purpose, including but not limited to releases and consents required for CMU Health to gain access to such information.

V. RENEWAL AND TERMINATION OF AGREEMENT

Reappointment to the Program and progression to the next PGY appointment level requires documented achievement of progressive levels of competence, as outlined in the Program-specific advancement policy and according to institutional guidelines. Renewal or extension of this Agreement is dependent upon satisfactory progress by the Resident in the Program as determined by an evaluation of Resident's performance by the Program Director and faculty. If satisfactory progress is made in the Program and no performance or conduct-related issues must be addressed, the Agreement will automatically renew for the next residency training year. The Program Director and CMU Health shall use best efforts to notify Resident at least one-hundred and twenty (120) days prior to the expiration of the current term of the Agreement regarding renewal or non-renewal of this Agreement. If a reason for non-renewal becomes known within the four months prior to the expiration of the current term, CMU Health will provide Resident with as much notice of non-renewal as the circumstances will reasonably permit. Notwithstanding the foregoing, nothing herein contained shall be construed to confer upon Resident an automatic right to an extension of this Agreement for a subsequent residency year or part thereof. In the event of non-renewal of the Agreement, Resident shall be entitled to contest the decision through, and to the extent permitted under, the CMU Health Grievance and Appeal.

VI. LICENSING AND SPECIALTY BOARD EXAMINATIONS

Participation in clinical activities will not occur until or unless an Educational Limited License and a Controlled Substance License have been issued to Resident by the Licensing and Regulatory Affairs (LARA) office of the State of Michigan.

In addition, Resident must be Advanced Cardiovascular Life Support (ACLS) certified and must maintain certification during his or her residency. CMU Health will pay for the costs for ACLS certification or recertification during the term of this Agreement.

Each Program Director serves as the key resource on information regarding specialty board examinations and materials for application and preparation. Resident should contact the Program Director in advance to confirm the effect that a leave of absence, for any reason, will have on his or her ability to satisfy criteria for completion of the residency or fellowship program or eligibility for a board examination. Resident should be aware that the institution offers generous time off options that Resident may use at his/her discretion, but usage of all time off options may exceed the absence allowance for some certifying boards. In these instances, training time could be extended to ensure that board eligibility requirements are met.

VII. DUTY HOURS

Resident must comply with all duty hour restrictions and guidelines as established by the Program Director and as described and defined by the ACGME and CPME. Resident may not participate in extracurricular activities (moonlighting) without written approval of the Program Director in advance of commencement of any such activities. Moonlighting is a privilege and approval may be withheld in the sole discretion of CMU Health. If approved to moonlight, Resident must remain in good standing in the Program according to competency expectations as outlined by the Program Director. Resident is forbidden to abdicate his/her responsibilities in the Program to participate in extracurricular activities. If approved to moonlight, Resident must do so within the institutional and program duty hour guidelines. Resident recognizes that moonlighting must not interfere with Resident's ability to achieve goals and objectives of the Program. PGY-1 residents are not permitted to moonlight.

Resident acknowledges and agrees that only service in clinical and educational practice activities affiliated with CMU Health shall be considered to be within the scope of Resident's employment. All other activities, professional and non-professional (including approved moonlighting), clinical and non-clinical, volunteer or paid, shall be outside the scope of this Agreement and Resident's employment. CMU Health shall have no obligation or liability to Resident or any third party with respect to such extra-curricular activities.

VIII. HEALTH EVALUATION

Prior to the commencement of training or any time thereafter if requested, Resident must submit to and pass to CMU Health's satisfaction, post appointment health examinations and supplementary tests, which may include tests for drug use and/or alcohol abuse to ensure Resident is physically, mentally, and emotionally capable of performing essential duties that are otherwise necessary to CMU Health's operations. Resident must also meet standards for immunizations. If Resident needs an accommodation to perform essential functions of his or her job duties, it is Resident's responsibility to notify CMU Health in writing of the need for accommodation within 182 days of when he or she knew or reasonably should have known of the need for an accommodation. CMU Health has final discretion as to what accommodation will be consistent with the training requirements and its operation requirements.

IX. TERMINATION

CMU Health may terminate Resident's appointment upon a determination by the Program Director, an Assistant/Associate Director acting in conjunction with or in the absence of the Program Director, and/or the Designated Institutional Official, all in their sole discretion, that the Resident: (1) has not satisfactorily completed all of the requirements of the training program and achieved competence for the independent practice of medicine; (2) has not met the requirements of the training program or is not progressing satisfactorily to appropriate levels of competence as defined by the RRC requirements; (3) failed at attempts to remediate performance or behavioral issues; (4) has been charged with or convicted of, admits guilt to, or enters a plea of no contest to a serious crime; (5) is charged with serious misbehavior in any forum and of any type inimical to the Program or CMU Health's institutional standards; (6) breaches any provision of this Agreement or violates any CMU Health policy or practice; and/or

(7) is insubordinate, engages in misconduct or gross negligence, or engages in any threatening behavior. If terminated from the Program, Resident may request review of that decision under, and to the extent permitted by, the CMU Health Grievance and Appeal policy. Resident agrees not to bring any legal or administrative action of any kind against CMU Health without first exhausting all remedies provided to Resident in applicable policies.

Resident may terminate this Agreement voluntarily by providing no less than ninety (90) days prior written notice to the Program Director.

X. CERTIFICATION OF APPOINTMENT

A certificate of completion will be issued upon completion of all training requirements to be signed by appropriate program and institutional authorities and issued to Resident. Issuance of said certificate will be contingent upon Resident completing all medical records for which he or she is responsible, returning all CMU Health's property such as books, pagers, uniforms, equipment, and settling all financial obligations to the institution(s).

XI. CONTINUING CONFIDENTIALITY OBLIGATIONS

As a medical professional, an employee, and a participant in the Program, Resident acknowledges and agrees that he or she will have access to certain "Confidential Information" (as defined herein). Resident agrees to maintain the confidentiality of, and not disclose or use except in the good faith performance of duties under this Agreement, all Confidential Information. Resident acknowledges and agrees that this confidentiality obligation shall survive the termination of this Agreement, the end of employment and/or the completion of the Program. Confidential Information includes, but is not limited to, patient/staff information, financial information, other information relating to CMU Health, and information proprietary to other entities or persons. If Resident is required by law or legal process to disclose any Confidential Information, before any such disclosure, Resident shall notify CMU Health and cooperate with its efforts to maintain the confidentiality of such information.

XII. MISCELLANEOUS PROVISIONS

Severability. If any provision of this Agreement is finally determined to be unlawful, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

Complete Agreement. This Agreement expressly constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations between the parties, written or oral, which may have related to the subject matter hereof in any way.

Successors and Assigns. This Agreement is a personal employment contract, and the rights and interests of Resident hereunder may not be assigned. CMU Health may assign its rights under this Agreement in its sole discretion.

Governing Law. Michigan law shall govern this Agreement. Any lawsuit arising out of or in any way related to this Agreement and/or otherwise relating to Resident's employment, participation in the Program, and cessation of employment with CMU Health shall be brought

only in either any state court having jurisdiction over the lawsuit and located in Saginaw County, Michigan, or in the United States District Court for the Eastern District of Michigan. Time in Which to Sue. In consideration of his or her employment and participation in the Program, Resident agrees to file any claim arising out of or in any way related to this Agreement, his or her employment, the Program, and/or the cessation of his or her employment within one hundred-eighty (180) days after the claim(s) arise(s), or within the applicable statutory limitations period(s) provided by law, whichever occurs first. Resident acknowledges that his or her failure to do so shall act as a bar to any claim that he may have, and Resident waives any longer statutory limitations period to the contrary. Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the parties, and no course of conduct or failure or delay in enforcing the provisions of this Agreement will affect the validity, binding effect or enforceability of this Agreement or any provision hereof.

The parties hereto confirm their agreement by the signatures shown below.

“RESIDENT”

Date: _____

Printed Resident Name

Resident Signature

“CMU HEALTH”

Date: _____

Program Director Name

Program Director Signature

“CMU HEALTH”

Date: _____

Designated Institutional Official

Designated Institutional Official Signature