

**Sample**

**Resident Agreement**

**2009 - 2010**

**Geisinger Health System  
RESIDENT AGREEMENT**

This Resident Agreement is dated this [day, month, date, year] by and between The Geisinger Medical Center, Danville, Pennsylvania (hereinafter "Medical Center"), and \_\_\_\_\_, currently residing at \_\_\_\_\_ (hereinafter "Resident").

**RECITALS**

- A. The Medical Center offers a graduate medical education program ("Residency Program") in \_\_\_\_\_, accredited by the Accreditation Council on Graduate Medical Education and/or the American Osteopathic Association.
- B. Medical Center 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, Medical Center and Resident agree that Resident shall assume a position in the Residency Program on the terms and conditions set forth below.

**OPERATIVE PROVISIONS**

1. Acceptance of Position

Resident accepts the position of \_\_\_\_\_ for residence in the Residency Program for the period \_\_\_\_\_ through \_\_\_\_\_. During this term of this Resident Agreement, Resident agrees to perform such duties of the Medical Center and its affiliated institutions which are part of the Residency Program consistently, to the best of Resident's ability, and under the highest standard of professional ethics. Reappointment of Resident to a subsequent contract period requires, for the renewal year, the execution of both the Resident Stipend Agreement (Exhibit A) and the Resident Benefit Summary (Exhibit B). Furthermore, the Resident must meet the criteria for reappointment as outlined in the policy on Criteria for Selection, Evaluation, Reappointment and Dismissal of Residents (CSERD), Exhibit C).

2. Resident Physician Responsibilities

- 2.1 Code of Conduct  
Resident shall agree to adhere to the Geisinger Code of Conduct (Exhibit D) by signing and returning a written copy to the Office of Medical Education.
- 2.2 Drug and Alcohol Policy  
Appointment is conditional requiring successful completion (no presence of drugs) of a pre-appointment drug screening process per the Geisinger Health System Policy #330 (Exhibit E).
- 2.3 Background Check  
Appointment is conditional upon completion of a background check which is satisfactory and acceptable to Geisinger.
- 2.4 Health Screening  
Resident will complete a health inventory to be evaluated by Employee Health. This inventory will include medical history and documentation of specific infections and immunizations to include: varicella titer or vaccine if no history of chicken pox after age one year; history of measles or of MMR series; and history of immunization to tetanus,

hepatitis B, and influenza. A tuberculin skin test is required annually. A chest radiograph shall be done in the event of a positive tuberculin test. Employee Health will assist in administering any necessary required vaccines. All health documentation shall be forwarded to the Office of Medical Education. To be in compliance, the resident must participate in any recommendations emanating from Employee Health.

**2.5 Licensure to Practice Medicine**

Resident shall maintain, throughout 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. Failure to obtain a license from the appropriate Pennsylvania authority is grounds for rescission of this contract.

Resident agrees to provide Medical Center 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. Medical Center 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.

Resident is responsible to provide verification of completion for any prerequisite training pursuant to Section II of the CSERDR (Exhibit C).

**2.6 Assigned Duties and 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. The Program Director is responsible for the appropriate scheduling of duty times including provision of adequate off-duty hours.

Resident understands and agrees that the hours of duty will vary with the clinical area to which Resident is assigned from time to time. Medical Center shall, however, maintain an environment conducive to the health and well being of Resident. The customary and usual schedule of resident physicians on the service to which the Resident is assigned shall adhere to duty hour limits consistent with ACGME standards.

**2.7 Patient Care**

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

**2.8 Educational Activities**

Resident shall participate fully in the educational activities of the Residency Program and, as required, assume responsibility of teaching and supervising other residents and students. Residents will be expected to fulfill the objectives of the ACGME's six core competencies as set forth by their individual program. The competencies are: Medical Knowledge, Patient Care, Practice Based Learning, Interpersonal/Communication Skills, Professionalism, and System Based Practice.

**2.9 Medical Staff Programs**

Resident shall participate in the Medical Center's institutional programs and activities involving the medical staff and follow all practices, procedures and policies of the Medical Center. Resident agrees to abide by all the rules and regulations of the Medical Center 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.

- 2.10 Self-Study  
Resident shall develop a personal program of self-study and professional growth with guidance from the teaching staff.
- 2.11 Committee Participation  
Resident shall participate, when invited, in institutional committees and councils, especially those that relate to patient care review and medical education activities.

### 3. Compensation and Benefits

- 3.1 Stipend  
Medical Center agrees to compensate Resident at an annualized rate of \$ \_\_\_\_\_, to be paid in twenty six (26) equal bi-weekly installments.

3.2 Benefits and Support Services

Resident understands and agrees that benefits attached in Exhibit "B" will change from time to time and that the offerings listed within Exhibit "B" are in no way binding upon Medical Center. Medical Center will use its best efforts to notify resident of any material changes within benefit offerings.

In addition to the stipend described in 3.1 of Exhibit A, Medical Center agrees to provide Resident with certain benefits and support services outlined in the Resident Benefit Summary (Exhibit B), or as updated with Exhibit B during the term of this agreement. These are subject to change from time to time at the discretion of Medical Center. Medical Center 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 support services are provided through contracts of insurance containing detailed descriptions of the benefits and through Medical Center Policies which are subject to change from time to time, the Resident Benefit Summary shall be construed as a brief summary of some of the elements of the various fringe benefits provided and will not be construed as binding Medical Center or Resident to terms, conditions or amounts of insurance coverage other than that expressly set forth in the respective insurance policies and Medical Center Policies which may be in effect from time to time.

### 4. Liability Insurance

The Medical Center and its affiliated institutions shall provide Resident with professional liability insurance coverage as required by Pennsylvania law and consistent with that provided other medical/professional practitioners at the level of education and training in their field or specialty.

### 5. Professional Activities Outside the Program

A Resident may be permitted to work for remuneration outside the scope of the educational activities and regularly assigned duties of this Agreement, provided that prior and specific written notification detailing such activities is given to and written consent obtained from both the Program Director and Chief Academic Officer. Furthermore, such activities must adhere with ACGME duty hour policies and shall not interfere with Resident's ability to perform the obligations and duties under this Agreement as determined by the Program Director, and such activities are performed in accordance with Geisinger Health System policies and with any provisions of any applicable visa or other legal or regulatory requirements. Such activity is pursuant to a contract between the clinical entity and Geisinger Medical Center in which salary and fees are paid to Geisinger Medical Center and Geisinger Medical Center provided remuneration to the resident.

Resident must also provide evidence of a valid unrestricted license to practice medicine in the appropriate state or jurisdiction.

6. Sexual Harassment

It is the policy of the Medical Center that sexual harassment will not be tolerated. Complaints or concerns regarding sexual harassment may be submitted either to the Program Director or Chief Academic Officer, or to the designated sexual harassment contact person in accordance with Geisinger Health System Sexual Harassment Policy. Conduct by a Resident which constitutes sexual harassment shall be grounds for dismissal or other disciplinary action.

7. Non-Qualification for Unemployment Compensation

It is understood and agreed that services performed by Resident in the fulfillment of obligations in the approved program of graduate medical education are services performed in the hospital by an individual who has successfully completed and graduated from a medical school chartered or approved pursuant to the laws of Pennsylvania and do not constitute employment as defined by the Pennsylvania Unemployment Compensation Law. Therefore, Resident further acknowledges, understands, and agrees for 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 no reason, of this Agreement, or any extension thereof.

8. Evaluation

Evaluation will be performed pursuant to the Section III A-E of the CSERDR (Exhibit C).

9. Notice of Reappointment

Reappointment will be pursuant to Section IV of the CSERDR (Exhibit C).

10. Grievance Procedure and Due Process

Resident is encouraged to seek resolution of grievances relating to duties pursuant to Section V of the CSERDR (Exhibit C).

11. Suspension, Dismissal or Disciplinary Action

Suspension, dismissal or disciplinary action will be pursuant to Section VI of the CSERDR (Exhibit C).

12. Certification of Completion

Certification of completion of the program will be contingent upon, including but not limited to, Resident returning all property of the Medical Center such as books, equipment, and medical records or protected health information, and having completed all medical records for which he or she is responsible, as well as having settled any other professional or financial obligations to the Medical Center.

13. Code of Conduct

Resident is expected to agree and adhere to the Geisinger Code of Conduct (Exhibit D), as documented by signing and returning a copy.

14. Enforcement of Security Measures

Resident acknowledges his or her obligations under HIPAA to maintain the confidentiality and security of protected health information of Geisinger's patients. As such, it is strongly discouraged that residents maintain patient medical records with inclusive identifiers on portable devices such as thumb drives, lap tops and palm pilots without first obtaining permission from departmental or resident supervisor and second arranging for appropriate security measures to protect such data. Consultation with Information Security Offices is recommended in this regard prior to downloading any patient data.

15. Miscellaneous

15.1 Applicable Law

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Venue shall be in Montour County.

15.2 Waiver of Breach

The waiver of either party of a breach of 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.

15.3 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.

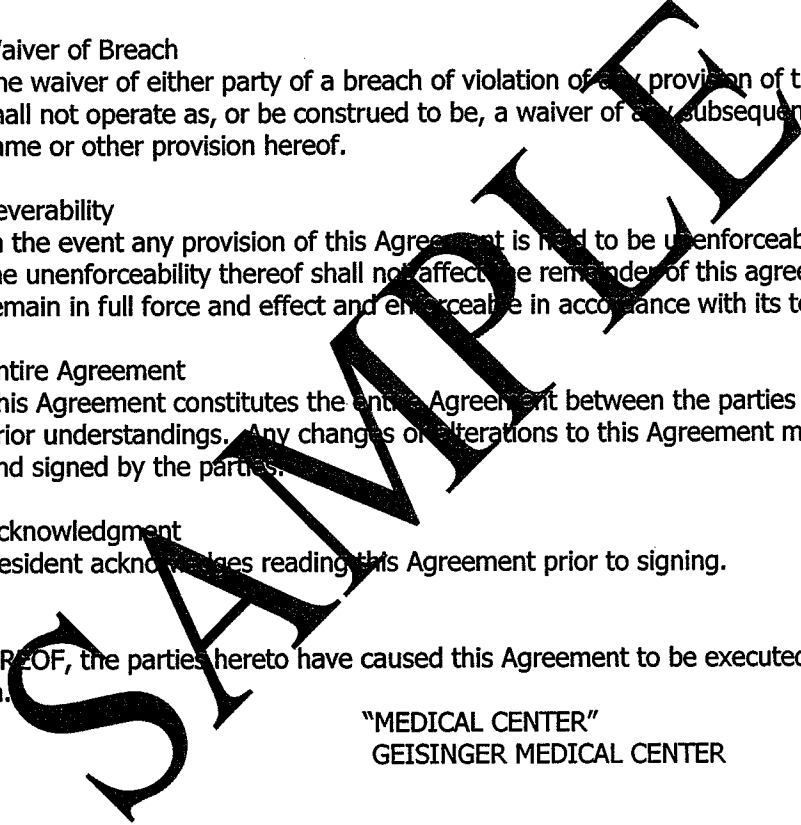
15.4 Entire Agreement

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

15.5 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.



"MEDICAL CENTER"  
GEISINGER MEDICAL CENTER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Linda M. Famiglio, M.D.  
Chief Academic Officer

"RESIDENT"

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Resident Signature

Print Name \_\_\_\_\_

Date: \_\_\_\_\_