

**KETTERING MEDICAL CENTER  
GRADUATE MEDICAL EDUCATION AGREEMENT**

The Kettering Medical Center, a nonprofit, charitable corporation, Kettering, Ohio, “**KMC**” and «**Name**», «**Credential**» hereinafter referred to as “**Resident**”, in consideration of the following mutual covenants, hereby enter into an agreement of graduate medical education “**Agreement**” subject to the terms and conditions listed.

**TITLE OF TRAINING PROGRAM: “Residency Program” POSTDOCTORAL YEAR: R1**

**DURATION of AGREEMENT: July 1, 2009 – June 30, 2010**

**FINANCIAL SUPPORT:** \$48,378 annual stipend, payable in equal allotments calculated by taking the annual salary divided by 26 pay periods (biweekly gross pay), less applicable taxes.

**VACATION:** All Residents are eligible for 15 working days of paid vacation each year. This time may not be carried over from year to year. The program director reserves the right to restrict vacation from being taken at a particular time or during a specific rotation as referenced in the Housestaff Manual.

**PROFESSIONAL LIABILITY INSURANCE:** Coverage is provided for all activities within the scope of the Resident’s duties within the training program. This does not cover unauthorized activities or moonlighting. Coverage provides defense and protection against awards from claims reported or filed after the completion of training, if the alleged acts or omissions of the Resident occurred during the training program and are within the scope of the training program.

**DISABILITY INSURANCE:** Short-term and long-term disability insurance plans will be provided as a core Benefit. Additional options to increase coverage may be purchased by the Resident. Human Resources provide a full description of each plan at the time of benefit selection.

**HEALTH, DENTAL, VISION INSURANCE:** Basic coverage for health and dental insurance is available at no cost to the Resident. The Resident may also purchase vision coverage and additional dental coverage.

**LIFE INSURANCE:** A group term life insurance policy is provided equal to one year's salary at no cost to the Resident. This plan is portable and may be transferred to an individual policy. The Resident may purchase additional options.

**COUNSELING SERVICES:** KMC’s Employee Assistance Program (EAP) offers free confidential support and referral services in resolving emotional stress, family, marital, financial, substance abuse, crisis intervention and job related problems for the Resident. Mental health services are also offered under employee health benefits. Limits are specified in the Schedule of Benefits for the health insurance selected.

**PHYSICIAN IMPAIRMENT:** The Resident Physician Impairment Policy addresses the issue of Resident impairment, including that due to substance abuse, and outlines the program established for therapy and rehabilitation. (Referenced in the Housestaff Policy Manual.)

**ACCOMMODATION FOR DISABILITIES:** KMC has a policy of accommodating residents with disabilities. KMC will work in good faith with qualified residents and applicants with disabilities to determine whether a reasonable accommodation of their disability can be provided without creating an undue hardship or a direct threat of harm to employees, patients, the residency program or others consistent with the provisions of the Americans with Disabilities Act and KMC Policy HR-22.

**DEPARTMENTAL LEAVE:** The Departmental Leave Policy incorporates Sick Leave, Professional (Educational) Leave, Leave of Absence, and Parental Leave, as referenced in Housestaff Policy Manual. The program director has responsibility to preserve the integrity of the residency program and the continuity of scheduled rotations. Any time off is approved based upon the attendance policies of KMC and the rules of the Family/Medical Leave Act.

**DUTY HOURS:** Specific hours of duty are determined in accordance with ACGME Institutional and Program Requirements to include the specific number of hours on duty, days off, hours on-call, and rest periods. ACGME duty hour requirements are also outlined in the institutional and program policies and procedures made available to the resident.

**MEALS, UNIFORMS/ LAUNDRY, & LIVING QUARTERS:** Meals are provided while on duty, including scheduled Night Call. Three lab coats are issued upon entering the program. Two replacement lab coats can be ordered within the first two months of each contract year. Laundry service is provided for lab coats. During duty hours, living quarters are provided at both KH and SH that include individual sleep rooms, lounge, and lockers.

**RESTRICTIVE COVENANTS:** In compliance with ACGME essentials, KMC does not require residents to sign a non-competition guarantee upon leaving the training program.

**NON-RENEWAL OF AGREEMENT:** Written notice of the intent to demote, not advance, or not re-appoint must be provided to the Resident by the program director no later than four months prior to the end of the Resident's current Agreement. If there is any dispute or complaint on any issue, the Due Process Policy for Residents and Fellows has been established as referenced in the Housestaff Policy Manual. The Due Process Policy provides for adjudication of the Resident complaints and grievances related to actions that could result in probation, demotion, nonadvancement, nonreappointment, suspension or termination of the Resident. If the Resident is suspended or placed on probation at any time during the four months preceding renewal of the Agreement, an addendum to the Agreement will be issued. This addendum shall amend the term of the Agreement and allow for early termination of the Agreement if the Resident fails to meet established goals and standards. The Resident will not be promoted during a probationary period.

**ACCESS TO RECORDS:** Until the expiration of seven (7) years after the furnishing of services pursuant to this Agreement, Resident agrees to make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, and books, documents and records of Resident that are necessary to certify the extent of any costs of the Hospital arising from this Agreement. Further, if Resident carries out any of the duties arising from this Agreement, through a subcontract, with a value or cost of \$10,000 or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of seven (7) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

**Kettering Medical Center agrees to provide:**

1. A professional environment in which the educational experience and curricular requirements can be met with fair treatment for the resident.
2. A training program that meets the standards of the specialty board and the special requirements established by the Accreditation Council for Graduate Medical Education.
3. Reasonable notice to the resident of any intent to reduce the number of approved residency positions, or to close a residency program.
4. An environment and opportunity for scholarly activity.

**The Resident agrees to:**

1. Develop a personal program of self-study and professional growth.
2. Perform satisfactorily and to the best of his/her ability the customary services of the postgraduate training program as defined by the ACGME Essentials.
3. Participate fully in any process directed toward JCAHO or AOA accreditation or the certification or accreditation of the Hospital and/or Program by any other agency.
4. Conform to all Hospital policies, rules and regulations governing house officers and the corresponding policies of other participating institutions in which he/she rotates. Abide by all KMC policies regarding sexual and other forms of harassment as referenced in the House Staff Manual.
5. Complete all annual physical requirements through Employee Health; participate in all annual mandatory requirements, including Safety Education and Corporate Integrity.
6. Provide proof of graduation from an approved medical school and, if applicable, provide a valid ECFMG certificate before the execution of this Agreement.
7. Authorize KMC to share identifying and historical information, including but not limited to name, social security number, etc., with other institutions and regulatory bodies, in order to fulfill requirements of law, risk management and to obtain any reimbursement from Medicare of other payers.
8. Refrain from engaging in employment outside the training program not authorized in writing by the program director. (Referenced in the Housestaff Policy Manual under Outside Employment-Moonlighting.)

**The Parties mutual agree:**

1. The Parties have entered into this Agreement in good faith and acknowledge their respective ethical, moral and legal obligations to fulfill this Agreement until its expiration date.
2. The Parties further agree that under no circumstances will either Party terminate this Agreement prior to its expiration date without prior written notice and without providing the other Party the opportunity to discuss freely any differences, dissatisfactions or grievances that may exist.

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 Gregory R. Wise, M.D.  
 Vice President Medical Affairs

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 Date

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 Program Director, M.D.  
 Program Director

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 Date

\_\_\_\_\_  
 «Name», «Credential»  
 Resident Physician

\_\_\_\_\_  
 Date