

SAMPLE RESIDENCY AGREEMENT

This **RESIDENCY AGREEMENT** made this ____ day of _____, ____ is by and between _____ ("Resident") and the **MARYLAND GENERAL HOSPITAL, INC.**, (the "Hospital"), a Maryland corporation.

WHEREAS, Hospital, maintains a program for the education and training of Residents in various areas of medical specialty; and

WHEREAS, Resident wishes to participate in Hospital's Residency program and Hospital is desirous of Resident's participation.

NOW, THEREFORE, and in consideration of the mutual promises, benefits, and covenants made hereto, the parties agree as follows:

I. DEFINITIONS

1.1 Definitions. The following terms when used in this Agreement shall have the following meanings:

"ACGME" means the Accreditation Council for Graduate Medical Education.

"Agreement" means this "Maryland General Hospital, Inc. Residency Agreement".

"Benefit Plan" means the Hospital's program which provides medical and dental benefits to its employees and other individuals eligible for such benefits under the Hospital's benefits program.

"The Board" means the Board of Trustees of the Hospital.

"The Bylaws" means the Bylaws and Rules and Regulations of the Medical Staff of the Hospital as exist and are effective at the signing of this Agreement or as may be subsequently modified, such modifications which are made effective by approval of the Board pursuant to said Bylaws.

"Credentialing Procedure" means the Hospital's procedure for the verification of credentials and the granting of clinical privileges, appointments to the Medical Staff, or appointment to the Program.

"Department Chief" means the Chairman of the Department of the Medical Staff, or his designee, duly appointed pursuant to the Bylaws to which the Resident shall be assigned for the term of this Agreement.

"ECFMG" means the Educational Commission for Foreign Medical Graduates.

"Hospital" means the Maryland General Hospital, Inc.

"LCGME" means the Liaison Committee on Graduate Medical Education.

"Medical Director" means the Vice President for Medical Affairs of the Hospital.

"Medical Staff" means those individuals appointed to the Medical Staff of the Hospital pursuant to the Bylaws.

"The Program" means the program for graduate medical education at the Hospital.

"Resident" means the graduate medical student who shall participate in the Hospital's graduate medical education Program pursuant to the terms and conditions of this Agreement, the Medical Staff Bylaws, the House Staff Manual, and the Policies and Procedures of the Hospital.

II. THE PROGRAM

- 2.1 Accreditation: The Hospital warrants that the Program is, at the signing of this Agreement, a graduate medical education program accredited by the ACGME.

III. APPOINTMENT OF RESIDENT

- 3.1 Nature of Appointment: Resident shall be appointed to the Program as a _____ commencing on _____, and terminating on _____, and shall deliver services and receive training at the Hospital only in accordance with the terms and conditions of this Agreement. Resident hereby acknowledges and agrees that such participation in the Program does not constitute appointment to the Medical Staff of the Hospital.
- 3.2 Conditions of Appointment: Resident's appointment shall be conditioned upon the meeting of the following requirements as well as subject to the fulfillment of the following terms and conditions during the term of the appointment.
- 3.2.1 Education: Appointment of Resident to the Program shall be conditioned upon the receipt by the Hospital of documentation of the successful completion of Resident's medical education. Applicants with the following qualifications are eligible for appointment to the residency programs:
- a. Graduates of medical schools in the United States and Canada accredited by the Liaison Committee on Medical Education (LCME).
 - b. Graduates of colleges of osteopathic medicine in the United States accredited by the American Osteopathic Association (AOA).

- c. Graduates of medical schools outside the United States and Canada who meet one of the following qualifications:
 - 1. Have received a currently valid certificate from the Educational Commission for Foreign Medical Graduates or
 - 2. Have a full and unrestricted license to practice medicine in a U.S. licensing jurisdiction
 - d. Graduates of medical schools outside the United States who have completed a Fifth Pathway program provided by an LCME-accredited medical school.
- 3.2.2. Special Requirement for a Resident in Ophthalmology: In the case of a Resident in Ophthalmology, in addition to the qualifications specified in 3.2.1 above, the appointment shall be further conditioned upon the receipt by the Hospital of documentation of the successful completion of an ACGME approved American or Canadian PGY1 program which includes at least a six (6) month clinical component of direct patient care.
- 3.2.3 Adherence to House Staff Manual, Bylaws and Hospital Policies and Procedures: Resident agrees and understands that Resident shall abide by the House Staff Manual, Bylaws, and Hospital policies and procedures in the performance of all duties pursuant to this Agreement including but not limited to the Hospital's policy on sexual harassment and on physician impairment. The resident shall also abide by the Hospital's policy on Corporate Compliance.
- 3.2.4 Covenant of Resident: Resident hereby accepts this appointment and covenants to devote such time, talent, ability, professional skill and knowledge necessary to the successful fulfillment of the duties and responsibilities pursuant to such appointment.
- 3.2.5 Supervision: Resident agrees that the performance of Resident's duties hereunder shall be under the supervision of the Hospital and the Department Chief. Specific levels of supervision to be rendered by Hospital and designated Medical Staff, and the specific clinical services which can be rendered by Resident shall be specifically delineated by the Department Chief in conjunction with applicable policies and procedures of the Department and Hospital. Since appointment to the Program does not constitute appointment to the Medical Staff, the procedural rights as set forth in the Bylaws shall not apply to the termination of Resident.
- 3.2.6 Termination: Hospital may terminate this Agreement subject to the procedures set forth in 3.2.7. Resident may terminate this Agreement effective upon thirty (30) days written notice to the Hospital, and Department Chief, of Resident's intent to terminate.
- 3.2.7 Procedure Upon Termination: Resident agrees and understands that Resident shall be afforded only such hearing and appeal rights applicable to the termination of a Resident as set forth in the House Staff Manual.

3.2.8 Procedure Upon Adverse Decision Other Than Termination: Resident agrees and understands that Resident shall be afforded only such hearing and appeal rights applicable to any action taken by the Hospital which has a significant adverse effect upon or significantly threatens intended career development of Resident as is set forth in the House Staff Manual.

3.2.9. Leave of Absence: The Resident will be subject to the Hospital's Leave of Absence Policy and the Leave Program as is set forth in the House Staff Manual. This policy addresses the effect of leaves of absences on satisfying the criteria for completion of the program.

IV. STIPEND AND BENEFITS

4.1 Stipend: Hospital will pay to Resident an annual stipend in the amount of _____ Dollars (\$_____) to be paid in accordance with Hospital's regular payroll procedures.

4.2 Medical Records: Withholding Stipend. Resident acknowledges the critical nature of the obligation to maintain complete medical information and the role such activity plays in delivery of quality care. Resident agrees and understands that pursuant to the procedures for completion of Medical Records as set forth in the House Staff Manual;

4.2.1 Hospital shall withhold payment of stipend until records are complete and all procedures applicable to the completion of the records set forth in the House Staff Manual have been completed.

4.2.2 Failure to complete medical records prior to departure from the Program may result in resident being deemed not to have successfully completed the Program.

4.2.3 Consistent failure to complete medical records during the term of Resident's appointment hereunder may result in suspension under or termination pursuant to 3.2.7 or 3.2.8 of this Agreement.

4.3 Benefits: In addition to the Stipend set forth in 4.1, Hospital will afford to Resident those benefits applicable to Residents as identified and revised from time to time. The benefits in effect as of the execution of this Agreement are listed in **Schedule A**, attached.

4.4. Support Services: The Hospital shall have available to, and facilitate access by, the Resident to appropriate and confidential counseling and medical and psychological support services.

V. INSURANCE

5.1.1 General and Professional Liability: Hospital shall provide general insurance coverage on an occurrence basis in amounts and subject to such terms and limitations as are approved by the Hospital, and medical professional liability insurance coverage in amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for the performance of all duties of Resident under

this Agreement but only those to be performed at the direction of the Hospital. The Hospital will provide legal defense.

VI. MISCELLANEOUS

- 6.1 Indemnification References: Resident agrees to hold harmless the Hospital, its Board, employees, agents, and Medical Staff for the provision of any reference, written or oral, supplied to any person or entity related to Resident's participation in the Program. Resident does hereby consent to the supplying of references by the Hospital relating to Resident's employment and training at the Hospital to any person or entity in response to a request for such reference.
- 6.2 Acknowledgement: Resident acknowledges and covenants that he/she has obtained a copy of the House Staff Manual and the Medical Staff Rules and Regulations, has read same, and has a general knowledge of their content. Resident further acknowledges Resident's obligation to maintain current knowledge as to these documents, to the extent they are subject to periodic changes or updates.
- 6.3 Notices: Any notice required to be given pursuant to the terms and provisions of the Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by personal hand delivery to the Hospital at:

Chief Executive Officer
Maryland General Hospital, Inc.
827 Linden Avenue
Baltimore, Maryland 21201

and to Resident at:

- 6.4 Assignment/Amendment: This Agreement shall not be assigned, sublet or transferred by the Resident without the written consent of Hospital. Except as to periodic changes to the Bylaws, policies and procedures of the Hospital, and House Staff Manual, this Agreement may not be amended except with the prior written consent of the parties and such amendment to be in writing and signed by the parties hereto.
- 6.5 Governing Law: This Agreement shall be governed by the laws of the State of Maryland.
- 6.6 Entire Agreement: This Agreement constitutes the entire Agreement between the parties hereto and supersedes all other agreements made with the hospital.

IN WITNESS WHEREOF, _____ has set his/her hand and seal hereto, and Maryland General Hospital, Inc. has caused this Agreement to be executed in its behalf as of the day and year first above written.

WITNESS:

(Print Name and Signature of Witness)

(Print Name and Signature of Resident)

ATTEST:

MARYLAND GENERAL HOSPITAL, INC.

William C. Anthony, M.D., F.A.C.P., M.B.A.
Chairman, Department of Medicine

Glenn Robins, M.D.
Acting Chief Medical Officer

Sylvia Smith Johnson
President and Chief Executive Officer

cc: Program Director
Sr. Vice President, Finance
Human Resources
Medical Affairs
Risk Management

(03/06)

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SCHEDULE A

Resident Benefits:

1. On an annual basis, the resident will be given three lab coats embroidered with their name. Replacements may be requested under certain circumstances if the resident experiences damage to the coat. The resident also will be given laundering services for these coats. These coats need not be turned in at the conclusion of the residency.
2. Parking in Hospital approved parking facility while on duty at the Hospital at no cost to the Resident.
3. When on night duty/on call schedule, the hospital will provide an allowance for meals in the Hospital cafeteria and Sleeping quarters.
4. Life insurance in amounts and subject to limits set forth in Hospital's Benefit Plan appropriate to Resident once Resident has completed six (6) months service to the Hospital and is a full-time employee.
5. Participation in Hospital's Benefit Plan for the purpose of medical and dental benefits in accordance with the terms and conditions of the Benefit Plan and proportionate to Resident's status as a full time employee of the Hospital.
6. Worker's Compensation - Coverage provided for injury or illness that is sustained in the course of employment.
7. Prescription Drugs - The co-payment for dispensing from the MGH Pharmacy is \$5.00 for generic. If a brand name drug is requested the co-payment is \$25.00. The cost for a generic brand prescription dispensed in greater than a 30 day supply is \$12. The cost for a brand name prescription dispensed in greater than a 30 day supply is \$45.00. Prescriptions not dispensed by the MGH Pharmacy will be reimbursed at 50% of the cost, less a \$ 5.00 co-payment for generic and a \$10.00 co-payment for brand name.
8. Eye Care - Free eye examination each year; \$30 applied toward purchase of eyeglasses or contact lenses every 24 months. Eligible dependents are covered.
9. Vacation: Two weeks (10 days plus 4 weekend days) per year without carryover from year to year is provided. Vacation with pay to be scheduled upon and subject to the advance written approval of the Program Director. Additional days for interviews and/or education programs may be granted at the discretion of the Program Director.
10. Holidays - 12 per year; 5 calendar and 5 personal days; pro-rated if employment commences during the calendar year. Holidays to be scheduled upon and subject to the advance written approval of the Department Chief.
11. Sick Leave - accrued at the rate of 10 days per year.

12. For additional information on the following refer to the House Staff Manual or the appropriate Hospital policy:
- a. Disability Insurance.
 - b. Leave of absence policies.
 - c. Policy on the effect of leave for satisfying completion of program.
 - d. Counseling, medical and psychological support services, physician impairment and substance abuse.
 - e. Resident responsibilities.
 - f. Grievance procedure.
 - g. Gender and other forms of harassment.
 - h. Condition for reappointment and requirements for professional activities.
 - i. Professional activity outside the educational program.
 - j. Non-renewal of Agreements of Appointment.
 - k. Exceptions in Resident Duty Hours
 - l. Resident Supervision
 - m. ACGME Common Duty Hour Standards

Maryland General Hospital, Inc.

Sylvia Smith Johnson
President and Chief Executive Officer

Resident

(03/06)