

**MARYLAND GENERAL HOSPITAL
RESIDENT AGREEMENT**

I. The Resident Agreement

Name: _____

Department/Program: _____

Position/Level of Training: PGY I

Annual Salary: _____

Duration of Appointment (maximum 12 months) _____ to _____

Maryland General Hospital (MGH) has offered to a position in the Department/Residency Program set forth above to the above-named individual ("Resident/Trainee") and Resident has agreed to accept the position on the following terms and conditions:

II. The Resident Responsibilities

- A. With guidance from the teaching staff, the Resident will develop a personal program of self-study and professional growth.
- B. Under the supervision of the teaching staff, the Resident will provide safe and appropriate care for patients, commensurate with his/her level of education, ability and experience as determined by the teaching staff.
- C. The Resident will perform the duties prescribed by MGH, an attending physician and/or the Department in a competent, efficient, satisfactory, humanistic and courteous manner in strict accordance with the professional and ethical standards of the medical profession.
- D. The Resident will participate fully in the educational and scholarly activities of his/her Program and, as authorized by the teaching staff, assume responsibility for teaching and supervising other residents and students.
- E. The Resident will comply with practices, guidelines, procedures, and policies of MGH, including but not limited to those practices, guidelines and policies contained in the Graduate Medical Education Manual ("the GME Manual") as may be amended from time to time, the Bylaws and Rules and Regulations of its Medical Staff, and all guidelines, policies, procedures, bylaws, rules and regulations of other institutions or clinical sites to which he/she is assigned, including, but not limited to, those concerning confidentiality of protected health information.
- F. As directed by his/her Program Director, the Resident will provide services in all hospitals and clinics and participate in all activities to which the Resident is assigned as part of the MGH Graduate Medical Education Program.
- G. The Resident will comply with all applicable federal laws and the laws of the State of Maryland, including, but not limited to, those relating to the practice of medicine or dentistry as appropriate.
- H. If the Resident is a graduate of a foreign medical school, the Resident will provide MGH with a copy of the certificate issued by the Educational Council for Foreign Medical Graduates prior to the commencement of his/her appointment. Failure to provide this certificate to MGH will result in automatic and immediate revocation of the Resident's appointment.

- I. The Resident shall satisfy all requirements for employment by MGH. Resident shall satisfactorily complete all departmental requirements for promotion to the Post Graduate Year (PGY) noted at the beginning of this Agreement, if applicable (if the Resident is a resident at MGH during the year immediately prior to the commencement of the appointment under this Agreement). The Resident shall present, no later than the commencement date of his/her appointment, evidence of his/her identity and eligibility to accept employment in the United States as required by federal law. Failure to provide this evidence will result in revocation of the Resident's appointment.
- J. The Resident will provide, in a timely manner, all information requested for purposes of credentialing by MGH and registration as an unlicensed medical practitioner by the Maryland Board of Physicians, if applicable. Failure to provide this information may result in revocation of the Resident's appointment. Resident shall maintain during the term of this Agreement, a current registration as an unlicensed medical practitioner with the Maryland Board of Physicians. Resident is not permitted to begin training at MGH until registration as an unlicensed medical practitioner is complete.
- K. The Resident will satisfy all health requirements for employment by complying with the Hospital's pre-employment procedures, prior to the commencement of this Agreement, to include but not be limited to the completion of a pre-employment health assessment and a criminal background check and by providing evidence of compliance with all immunization, tuberculosis and drug testing requirements of MGH. The Resident understands that his/her employment or engagement is contingent upon the successful completion of these requirements.
- L. The Resident will participate in evaluation of the quality of education provided by the Program.
- M. The Resident will develop an understanding of ethical, socioeconomic and medical/legal issues that affect Graduate Medical Education and of how to apply cost containment measures in the provision of patient care. The Resident will also participate in quality improvement activities related to his/her clinical service.
- N. The Resident will participate in instructional committees and councils, especially those which relate to patient care review activities, as determined by the Department chief.
- O. The Resident will participate in videotaping, photographing, filming, recording or other permanent preserving of mock drill, direct patient care, or other parts of his/her responsibilities under this Agreement and consents to use of this material for any purpose.
- P. The Resident will attend and participate in Risk Management presentations and comply with the policies, procedures and guidelines as a condition of professional liability coverage through the Maryland Medicine Comprehensive Insurance Program (MMCIP). Failure to comply with the MMCIP policies, procedures and guidelines may result in suspension of insurance coverage and suspension of the Resident.
- Q. The Resident will participate in Infection Control education and comply with all health or safety requirements mandated by the Maryland Occupation Health & Safety Program, applicable state and federal law and MGH.
- R. The Resident will attend and participate in presentations about compliance, the Health Insurance Portability and Accountability Act (HIPAA), and confidentiality of patient health information.
- S. The Resident will maintain his/her personal appearance and conduct himself/herself in a manner consistent with MGH standards. The Resident understands that MGH prohibits sexual or other harassment toward co-workers, subordinates, supervisors, students, patients or any other individual and the Resident shall not engage in such behavior and shall comply with MGH's Sexual Harassment Policy (#510).
- T. The Resident will perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with MGH's Duty Hours Policy as detailed in the GME Manual. Duty hours, although subject to modification and variation, depending on the clinical area of assignment and/or urgent circumstances, shall be subject to applicable state, federal, and the Accreditation Council on Graduate Medical Education (ACGME) requirements.

If a scheduled duty assignment is inconsistent with this Agreement or the Duty Hours Policy, the Resident shall bring that inconsistency first to the attention of the Program Director for resolution. If the Program Director does not resolve the inconsistency, it shall be the obligation of the Resident to notify the Duty Hours Compliance

Officer or the Designated Institutional Official (DIO)/Chair of the Graduate Medical Education Committee, who shall take the necessary steps to address the inconsistency.

III. Conditions for Reappointment

This Agreement applies only to the dates indicated under Section I above, subject to the termination provisions hereof, and does not imply any type of guarantee of a position as a resident for any subsequent years of education and training regardless of the total length of the Program to which the Resident was appointed. Any reappointment of the Resident will be based on satisfactory performance evaluations completed at least annually by the Program Director or his/her designee. Reappointment is not guaranteed. If a decision is made not to promote, a written notice of this intent will be provided to the Resident by the Program Director in accordance with the guidelines set forth in the GME Manual.

If the Resident intends not to seek renewal of this Agreement for a subsequent year of residency, Resident shall provide the Program Director written notice of such intent no less than one hundred and twenty days (120) prior to the expiration of this Agreement.

IV. MGH's Responsibilities

A. In General

MGH sponsors a Graduate Medical Education Program that is in substantial compliance with the Institutional and Program Requirements of the Accreditation Council for Graduate Medical Education (ACGME) as well as all relevant GME policies, standards and procedures of MGH as set forth in the GME Manual. The Program will meet American specialty board eligibility requirements and provide each Resident with electronic access to information regarding these requirements

B. Compensation

MGH will pay Resident on a biweekly basis. Salaries are subject to all deductions required by state and federal law and such other deductions as Resident may authorize.

C. Professional Liability Insurance

MGH will provide professional liability insurance coverage through MMCIP for the authorized activities of the Resident under this Agreement. Coverage details are available from MMCIP's Office of Risk Management. The professional liability coverage for the Resident's activities provides legal defense and protection against awards from claims or suits reported or filed during and after the completion of the training program, if the alleged acts or omissions of the Resident are within the scope of the education program and occurred during the period of the Resident's employment. This coverage is subject to such requirements, conditions and limitations of MMCIP as may exist from time to time. It also requires cooperation in assisting the Office of Risk Management in the defense of a suit or claim and in providing of notice to MMCIP when aware of a potential or actual suit or claim in which the Resident may be involved. Any moonlighting by the Resident is not covered through MMCIP.

D. Grievance Procedure

When actions by MGH or the institution where the Resident is primarily assigned are contemplated which could result in dismissal, non-promotion, non-renewal of a contract, or significantly threaten the Resident's intended career development, MGH will provide the Resident with an opportunity to appeal such action in accordance with the Due Process Hearing Procedure (Grievance), Corrective/Discipline Process Policy set forth in the GME Manual. The Due Process Hearing Procedure is also available to the Resident for the adjudication of Resident complaints and grievances related to work environment or issues related to the Program or faculty.

E. Benefits

Attachment A to this Agreement describes the benefits in which the Resident may participate, the type and level of coverage shall be governed by MGH benefit policies in effect during the term of this Agreement:

F. Physician Impairment and Counseling

MGH will provide Resident with access to appropriate and confidential counseling, medical and psychological support services through its Employee Assistance Program (“EAP”). Information about physician impairment, including substance abuse, counseling and other support services is available at MGH’s Human Resources Department.

G. Medical Records

MGH or other assigned sites will provide systems that document the patient's illness and treatment, and are adequate to support the Resident’s education, participation in quality improvement activities, and provide a resource for appropriate scholarly activity. Resident is required to and will complete all medical records accurately, timely and in accordance with the policies and procedures of MGH and of the respective institutions participating with MGH in the Graduate Medical Education Program.

H. On-Site Sleeping Quarters

MGH and other sites provide adequate on-site sleeping quarters as needed for the Resident when on-call.

I. On-Call Food Services

MGH provides a cafeteria during regular dining hours. During off-hours, vending machines located at MGH are available. A meal allowance for food from the cafeteria when the Resident is on-call will be provided .

J. Uniforms

Resident will be provided with three lab coats at no cost to the Resident. No personal laundry service for Resident or his/her family will be provided.

K. General Call Schedule and Schedule of Assignments

MGH promotes patient safety and resident education through faculty availability and resident duty hour assignments that are developed by each individual service in accordance with MGH’s Duty Hours Policy as set forth in the GME Manual. As determined by individual services, the Resident will receive notice of hours of duty, work assignments and on-call schedules.

L. A safe working environment

MGH promotes a safe working environment through the security department, camera surveillance, and staff education concerning institutional and personal safety guidelines.

M. Residency Closure/Reduction

Residency closure or reduction is addressed in MGH’s Policy on Program Closure/Reduction as set forth in the GME Manual.

N. Requests for Accommodations Related to Disabilities

Requests for accommodations related to disabilities under Section 504 of the 1973 Vocational Rehabilitation Act and the American with Disabilities Act (ADA) will be addressed in accordance with MGH’s Policy on Technical Requirements for Applicants and Residents as set forth in the GME Manual.

O. Policies

MGH may modify or amend at any time the GME Manual and/or GME policies, including without limitation those policies referenced in this Agreement.

V. Professional Activities Outside the Educational Program (Moonlighting)

Resident shall comply with MGH's Extracurricular Employment Policy/Moonlighting policy as set forth in the GME Manual. The Resident's services shall be devoted solely to advancing the clinical and educational program. Moonlighting is prohibited, unless expressly approved in writing by the Resident's Program Director or Department Chairman prior to the performance of any moonlighting. The Resident shall report all moonlighting activities and actual moonlighting hours worked to the Program Director at intervals (e.g., weekly) specified by the Program Director. MGH provides no professional liability coverage for moonlighting.

VI. Release of Information

The Resident consents to MGH seeking independent verification of his/her graduation from medical, dental or pharmacy school and other residency or training programs. The Resident will present evidence of his/her successful graduation from medical/dental/pharmacy school or successful completion of other residency/fellowship or training programs. The Resident understands that MGH will conduct an independent background check. If any negative information is identified, the Program Director will offer the Resident an opportunity to discuss the results of the background check before taking action. The Resident acknowledges and agrees that his/her participation in this program and any contractual obligation to employ and train him/her are contingent upon Resident's satisfactory cooperation and successful completion of the credentialing process, including but not limited to the background check and verification of education and other training programs.

VII. Termination of Agreement

MGH reserves the right to terminate this Agreement or to take other action including, but not limited to, suspension of Resident's participation in the Program if: (A) the Resident breaches any term or condition of this Agreement; (B) it is discovered that material facts presented by Resident at the time of application or re-application are misleading or untrue; (C) Resident's employment is terminated, subject to the due process requirements; (D) Resident fails to meet the performance or conduct standards of the Residency Program or to make reasonable progress towards those standards; (E) Resident violates the rules, regulations, policies or procedures of MGH; (F) Resident is convicted or enters a plea of guilty or nolo contendere to a felony or misdemeanor or any crime involving moral turpitude; (G) Resident places the welfare of any patient in jeopardy; (H) Resident's actions are not commensurate with good medical practice; (I) disciplinary action is imposed on Resident by a licensing board; (J) Resident displays conduct not commensurate with good moral standards including, but not limited to, unprofessional conduct; (K) it is believed that Resident's capacity is diminished by the use of drugs or alcohol; (L) it is believed that Resident's effective capacity has been seriously diminished by emotional, mental or physical factors; (M) Resident fails to fulfill residency responsibilities; or (N) Resident fails to keep charts, records and reports, accurate, current and signed, including discharge summaries. If the Resident is suspended, the Resident's pay may be suspended for the duration of the suspension. In the event that this Agreement is terminated by MGH pursuant to this Section VII, the Resident shall be entitled to appeal rights and procedures accorded to residents in accordance with the Due Process Hearing Procedure (Grievance), Corrective/Discipline Process Policy as set forth in the GME Manual.

VIII. Acknowledgement

Resident acknowledges receipt of the MGH Graduate Medical Education Manual with its policies via the internet or in print and understands that he/she is required and responsible for reading and understanding the GME Manual and its policies as a condition of entering into this Agreement. Resident's signature below indicates that Resident has read, understands and agrees to abide by such.

WHEREAS, MGH and Resident have caused this Agreement to be executed as set forth below.

_____	_____
Signature, Resident	Date
_____	_____
Signature of Program Director	Date
_____	_____
Signature of CEO/President	Date

Attachments include:

Addendum to "The Resident Agreement" Concerning: Graduate Medical Education Manual/Policies
Attachment A

SAMPLE

**Addendum to “The Resident Agreement”
Concerning: Graduate Medical Education Manual/Policies**

For those Residents with internet access or MGH intranet access, the policies referenced in the Resident Agreement can be obtained by following these instructions:

1. Go to website <http://intra.umm.edu/mgh/>
2. Click on “MGH Physician Links”, <http://intra.umm.edu/mgh/includes/MGHPhysiciansLinksShell.htm>
3. Click on “Graduate Medical Education Manual (PDF format)”, <http://mdgen-web.marylandgeneral.org/Intranet/documents/HouseStaffAndMedicalStudentManualDistribution0607.pdf>

For those Residents without Internet or MGH intranet access, please contact your Program Director to obtain a printed copy of the GME Manual.

SAMPLE

Attachment A

Summary of Resident Benefits:

(Attached)

SAMPLE