

**INITIAL CONTRACT**

**FAMILY MEDICINE  
RESIDENCY PROGRAM AGREEMENT**

**BETWEEN**

**UNITED HOSPITAL CENTER, INC.**

**AND**

\_\_\_\_\_, **D.O.**

## RESIDENT AGREEMENT

This Agreement (“the Agreement”) dated July 1, 2017, is entered into by and between \_\_\_\_\_, D.O., (the “Resident”) and UNITED HOSPITAL CENTER, INC., a West Virginia nonprofit corporation, located in Bridgeport, West Virginia (the “Hospital”), for the purpose of graduate medical education in Family Medicine at the First Year level, in consideration of the mutual obligations set forth below.

WHEREAS, the Hospital has been approved by the American Osteopathic Association (hereafter called the “AOA”) for a postdoctoral training program of interns and has, as a condition for the continued maintenance of such approval, agreed to abide by the intern training standards, rules, and regulations of the AOA; and

WHEREAS, the Resident has made application to the Hospital for appointment to serve as a First Year Resident (or intern) in an AOA-approved intern-training program, and said application has been accepted by the Hospital’s governing board;

NOW THEREFORE, this Agreement is entered into for the purpose of defining the formal and continuing relationship between the Hospital and the Resident during the Resident’s participation in the Hospital’s graduate medical education and clinical training program (the “Program”) and supersedes any prior agreements for the same purpose and covering the same period of time.

### **1. TERM OF AGREEMENT**

The Hospital hereby appoints the Resident for a term commencing on the 1<sup>st</sup> day of July, 2017, and ending on the 30<sup>th</sup> day of June, 2018 (the “Term”).

### **2. COMPENSATION OF RESIDENT**

The total stipend of the Resident for the Term shall be Fifty-Five Thousand (\$55,000) Dollars, to be paid in equal biweekly installments. In addition thereto, in consideration of the compelling community need to train and recruit Family Medicine Physicians, the Resident shall be paid, on or before July 15, 2017, a one-time signing bonus of One Thousand Five Hundred Dollars (\$1,500). It is further agreed that, should the Resident successfully continue in the Family Medicine Residency Program at the Hospital and pass the American Board of Family Medicine Board Examination, then the Resident shall be paid an additional bonus of One Thousand

Five Hundred Dollars (\$1,500) within thirty (30) days of Hospital receiving written confirmation that Resident has in fact successfully passed this board examination. It is understood that State, Federal and FICA tax deductions will be made from these bonuses, if any, prior to receipt by Resident and consistent with the withholding information provided by Resident and consistent with State, Federal and local Tax Law. Resident agrees to complete a W-4 and I.T. 104 Form (if appropriate) to instruct the Hospital as to the correct amount of withholding prior to payment of the bonus.

### **3. BENEFITS**

In addition to the specified stipend, the Hospital agrees to provide to the Resident for the Term, the following benefits:

(a) Malpractice Insurance

The Hospital shall provide, at no expense to the Resident, malpractice insurance coverage to protect the Resident and the Hospital from claims of professional malpractice arising from the professional conduct of the Resident while participating in the Program through (1) primary coverage with the West Virginia Board of Risk and Insurance Management pursuant to an Internship Affiliation Agreement and an Internship/Residency Program Sponsorship Agreement with the West Virginia School of Osteopathic Medicine and Mountain State Osteopathic Postdoctoral Training Institutions, Inc. and (2) secondary coverage with a self-insured trust fund, with total limits of coverage not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. Coverage is provided on an occurrence basis. It is acknowledged and understood that the Resident may provide professional medical services at the hospital or elsewhere outside the scope of this agreement and the Family Medicine Residency Program and, in that event, Resident agrees to purchase, at his or her expense, or otherwise have provided, adequate malpractice insurance coverage for liabilities arising from any such practice, and Resident further agrees to indemnify and hold the

Hospital harmless from any liability arising from such practice outside the scope of the Residency Program.

(b) Federal Insurance Contributions Act (Social Security)

The Hospital will contribute, on the Resident's behalf, its statutory share of Social Security Administration payroll taxes. The Resident will contribute an equal share, to be deducted each pay, as prescribed by law.

(c) Health and Hospitalization Insurance

The Resident and his or her immediate family will be eligible for coverage under the Hospital's group health and hospitalization insurance plan as provided by the Hospital to its employees.

(d) Leave Granted for Illness

The Resident's paid leave for illness, including disability, shall be governed by the provisions made for such leave for those employed by the Hospital (except that under the Hospital's Family and Medical Leave Policy the Resident is not required to utilize paid sick leave, vacation days or personal days in conjunction with any FMLA or approved unpaid leave and need not utilize FMLA leave if on approved leave for a serious health condition). Specifically, one day of sick leave per month shall accrue to the Resident, up to a maximum of forty-five (45) days. Sick leave actually taken shall be deducted from the Resident's accrued sick leave. Such paid leave shall be based upon the Resident's regular compensation schedule. (NOTE: All days off from the Family Medicine Residency Program, regardless of whether for vacation, parental leave, illness, personal business, or any other reason are considered and counted as days of absence from the program and may result in the Resident's required time in the program being extended. The Resident is responsible to monitor this requirement to avoid any deficiencies). After forty-five (45) days (nine (9) workweeks) of consecutive illness, whether or not covered by accrued sick leave, the Resident may be eligible for extended disability being paid during such absence based upon one-half of Resident's annual compensation up to six (6) months from the beginning of the illness. The Resident may at his or her own expense and

option purchase extended disability coverage in excess of the limits herein provided. Credit shall be given for leave accrued to the Resident as of the effective date of this Agreement. Leaves of absence are otherwise governed by the Policy and Procedures Manual for Family Medicine Residency.

(e) Vacation, Parental Leave, and Meeting and Conference Time

Vacation, parental leave, and meeting and conference time shall be as described in the “United Hospital Center Family Medicine Residency Policies and Procedures Manual”.

(f) Compensatory Time for Holidays Worked

When deemed feasible by the Program Director, the Resident shall be entitled to an equal amount of compensation time for each regularly scheduled and observed holiday upon which the Resident shall engage in full time work.

(g) Education Funds

UHC will provide funds for continuing medical education activities in an amount of not more than \$1,000.00.

(h) Meals

The Resident shall be entitled to a 20% discount on his or her own meals in the Cafeteria pursuant to the UHC Food & Nutrition Services Department cafeteria discount policy. Meals while on call are otherwise governed by the Policy and Procedures Manual for Family Medicine Residency.

(i) Uniforms

The Hospital shall provide the Resident with standard uniforms as determined by the Hospital to be appropriate for the program.

(j) Relocation Expenses

The Hospital will reimburse the Resident, on a one-time basis, up to \$2,000.00 for qualified expenses incurred when it is necessary for the Resident to relocate to the Bridgeport, West Virginia area. All eligible expenses must be documented by written receipt prior to reimbursement.

(k) Long Term Disability

UHC will provide, at no cost to the physician, long term disability group insurance coverage. Such insurance provides a disability benefit of up to 60% of income beginning one hundred and eighty (180) days following the disability. Specific policy information is available through UHC.

(i) Term Life Insurance

UHC will provide, at no cost to the physician, but subject to applicable income taxation laws and regulations, a term life insurance policy consistent with the benefits provided to other UHC employees. Currently, the maximum benefit of such policies at UHC is \$100,000.

**4. OBLIGATIONS OF RESIDENT**

The Resident agrees to fulfill the following obligations:

- (a) To use his/her best efforts, judgment, and diligence in a professional manner in performing all duties, tasks, and responsibilities of whatever nature assigned to the Resident for the duration of the Program.
- (b) To accept the general responsibilities of residents set forth in Essential of Accredited Residencies of the Accreditation Council for Graduate Medical Education and to use his/her best efforts to fulfill all of those obligations set forth in Section 5.2 thereof and as quoted below.

5.2 Resident Physician Responsibilities: Resident physicians shall:

- 5.2.1 Develop a personal program of self study and professional growth, including practice-based learning and improvement, with guidance from the teaching staff.
- 5.2.2 Participate in safe, effective and compassionate patient care under supervision, commensurate with their level of advancement and responsibility.
- 5.2.3 Participate fully in the educational activities of their program and, as required, assume responsibility for teaching and supervising other residents and students.

- 5.2.4 Participate in institutional programs and activities involving the medical staff and adhere to established practice, procedures, and policies of the institution.
- 5.2.5 Participate in institutional committees and councils, especially those that relate to patient care review activities.
- 5.2.6 Apply cost containment measures in the provision of patient care.
- (c) To fulfill the educational and clinical requirements of the graduate medical education and graduate clinical training programs. Resident shall meet all requirements of the Family Medicine Residency Program, including, but not limited to, acceptable rotation and skill evaluations, required number of patients seen, and In-Training and Step III examination scores meeting requirements of the residency program policy for Advancement and Promotion. Failure to fulfill such requirements may result in an extension of the graduate training program or dismissal from the program. In order to complete the Family Medicine Residency Program, the Resident will complete and maintain all information required by the American Board of Family Medicine for eligibility for, and shall take and pass, the American Board of Family Medicine Board Examination prior to the completion of the third year (PGY3) of the program.
- (d) To provide safe, effective, and compassionate patient care whenever assigned or assumed.
- (e) To comply with the published principles of medical ethics and the Rules of the Judicial Council of the American Medical Association.
- (f) To comply with all applicable Hospital policies, rules and regulations, and the requirements of Section 4.05 Resident Staff of the UHC Medical Staff Bylaws and all other applicable Bylaws and Rules and Regulations of the Medical Staff. Failure of the Resident to comply with said Medical Staff requirements shall immediately and automatically terminate this agreement. The Resident does not become a member of the Medical Staff of UHC pursuant to this agreement or by virtue of participation in the program. The Resident shall



not be entitled to the Hearing and Appellate review procedures provided in Article VIII of the UHC Medical Staff Bylaws.

- (g) To notify the Program Director in writing immediately if a medical license is revoked or otherwise restricted or if an application for a temporary license is denied. Any such revocation or denial shall terminate this Agreement automatically.
- (h) To obtain, if requested by the Hospital during the Term, a complete physical examination, at no cost to the Resident.
- (i) To complete a discharge summary and all other medical record-related activities for each patient assigned to the Resident as soon as possible but in no event later than twenty (20) days after discharge, and to return such summary to the Department of Medical Records or to an individual designated by the Department Chairperson. Failure to complete discharge summaries as required may result in the Hospital assessing penalties against the Resident which may include, but are not necessarily limited to, monetary penalties, reduction of privileges, suspension, or termination.
- (j) To complete all outstanding medical records, return all Hospital property, and settle all outstanding financial obligations with the Hospital prior to the expiration of this Agreement and/or training program.
- (k) Limitations on the hours a Resident shall be required to work in clinical activity are specified in the Policy and Procedures Manual for Family Medicine Residency. Resident may not engage in any outside employment and may only engage in other professional activity if approved in writing by the Program Director of the Family Medicine Residency Program. Such activities shall be in compliance with Hospital and AOA work hour policies, including the prohibition on “moonlighting.”
- (l) To refrain during the entire term of this Agreement from engaging or participating in any nonprofessional activities which would interfere with the Intern’s effective performance of this Agreement.

- (m) To comply with the Policy and Procedures Manual for Family Medicine Residency.
- (n) To sign and comply with the provisions of the Corporate Code of Conduct of the West Virginia United Health System, Inc.
- (o) To abide by and be subject to the UHC Harassment in the Workplace Personnel Policy in the UHC Associate Handbook.

**5. OTHER OBLIGATIONS OF HOSPITAL**

- (a) The Hospital agrees to provide an educational program in graduate medical education or graduate clinical training which meets the standards of the “Essentials of Approved Residencies” as adopted by the Council on Accreditation for Graduate Medical Education and in accordance with AOA standards for internship training.
- (b) The standards, policies and obligations affecting the Resident in general shall, to the extent reasonably possible, be applied to the Resident uniformly and equitably by the Hospital.
- (c) To furnish the Resident with a written or an electronic on-line copy of the Hospital’s education program, which will serve as a guide for intern training.

**6. TERMINATION OF AGREEMENT**

- (a) Failure to comply with any of the term of this Agreement may result in disciplinary action of the Resident by the Hospital. Such disciplinary action shall take appropriate form and may include suspension of the Resident or termination of this Agreement.
- (b) If the Resident by action or inaction commits or allows to occur any action or course of action, which the Hospital reasonably believes involved moral turpitude or is contrary to the interests or patient care of the general welfare of the Hospital, the Hospital may terminate the Resident’s service without prior notice, and the Resident will not be issued another Intern Contract for a program approved by the AOA for a period of one year from the date of termination, unless sooner exonerated.

- (c) A Resident who unilaterally breaches this contract may not participate in another AOA program from a period of one year from the date of contract termination.
- (d) This Agreement may be terminated by the Resident upon the failure of the Hospital to provide any of the benefits or programs under paragraphs 3 or 5 (a) of this Agreement or upon the Resident's inability to fulfill the Agreement due to total incapacity or extreme hardship.
- (e) If the Hospital loses its approval for intern training during the period of time of this contract, on the effective date of loss of such approval, the Resident shall have the option to be released from this contract and shall not be prohibited from immediately entering another institution approved by the AOA for intern training. The Resident shall be granted credit for that portion of the internship completed.
- (f) No termination under paragraph 6(d) may be made without thirty (30) days written notice to the Hospital, except when due to total incapacity.
- (g) Notwithstanding the provisions of paragraphs 6(a) and 6(b), this Agreement may be terminated at any time during the Term by a Written Release of Mutual Consent signed by both parties. In the event of such termination, the Hospital shall determine the amount of credit, if any, toward satisfying AOA intern education requirements to be awarded the Resident.
- (h) Upon termination of this Agreement for any reasons, the Resident shall be entitled to receive only the compensation accrued but unpaid as of the date of the termination and shall not be entitled to any additional compensation unless expressly agreed in writing.
- (i) The Hospital and the Resident shall immediately notify the Council on Postdoctoral Training of the AOA in writing in the event of a breach or unilateral termination of this contract by either party or of the termination of this agreement by written release by mutual consent. In the event of mutual release, it shall be the duty of the Hospital to send a signed copy of the release to the Council on Postdoctoral Training of the AOA.

## **7. SUSPENSION OF RESIDENT**

- (a) The Program Director may, at any time, summarily suspend a Resident if he/she believes such suspension is in the interest of patient welfare.
- (b) Within ten (10) days of the date of imposition of such summary suspension, unless said period is extended by mutual agreement of the Program Director and the Resident, the Program Director must either reinstate the Resident or provide the Resident with a written notification of suspension and/or termination and the reasons therefore.
- (c) If the Resident fails to pursue satisfactorily the Hospital's educational and clinical program, the Program Director of the Family Medicine Residency Program shall provide the Resident with no less than thirty (30) days prior written notice that the Resident will be suspended. Thereafter, if the identified deficiencies are not corrected, the Hospital may terminate its relationship with the Resident.
- (d) Should a resident fail to complete medical records for which he/she is responsible in a timely manner, the Resident may be suspended without pay until such time as the delinquent records are completed. In case of such suspension, the Resident shall not be entitled to the procedural rights provided under this Paragraph.
- (e) The reduction of the Resident's clinical privileges or the imposition of a requirement that some or all the Resident's clinical privileges be performed under supervision shall not constitute a suspension for purposes of this Paragraph and the Resident shall not be entitled to a hearing.
- (f) The procedural rights provided under this Paragraph do not relate to departmental determinations relating to certification of the Resident's performance or clinical competence. Such certification shall be handled according to the standards of the various specialty boards.

## **8. PROCEDURAL RIGHTS RELATIVE TO TERMINATION/SUSPENSION**

- (a) Within ten (10) days of written notification of suspension and/or termination, a Resident may request an informal hearing before a committee, as more

fully described below. The Resident's request shall be in writing and submitted to the Program Director.

- (b) The written notification of suspension and/or termination shall include an explanation from the Program Director, or designee, of the reason(s) for such suspension and/or termination. The written notification also shall advise the Resident of the right to request an informal hearing pursuant to this Paragraph.
- (c) The Committee shall consist of at least two (2) members of the Teaching Faculty from the Residents department, and one (1) Resident. The Committee shall elect one of these members to preside at the hearing. The Family Medicine Program may have a standing committee to conduct hearing requests under the Paragraph. If there is no standing committee, an Ad Hoc Committee will be appointed by the Program Director for each hearing requested.
- (d) The Committee shall convene the hearing within ten (10) days of the Resident's written request and shall notify the Resident in writing of the date, time, and place for the hearing as soon as reasonably possible, but not less than seventy-two (72) hours in advance of the hearing.
- (e) The Resident and the Program Director, or designee, shall be present at the hearing and each shall present such information or materials (oral or written) as they wish to support their case. No other representatives shall be present during the hearing. Each party shall be permitted to review all materials submitted to the Committee during the hearing.
- (f) A majority vote of the Committee shall decide the issue(s) before it. The Committee shall render a decision affirming, reversing, or modifying the proposed suspension/termination.
- (g) The Program Director, or any designee acting in his/her place, shall not be allowed to vote or to participate in the Committee's deliberations.
- (h) Regardless of the outcome of the hearing, the Committee will provide the Resident and the Program Director with a written statement of its decision

and the reason(s) for such decision within ten (10) days from the date of the conclusion of the hearing. If written materials are submitted to the Committee, such materials shall be appended to the Committee's report.

- (i) The decision of the Committee is regarded as final and binding, except, the Resident or Program Director may appeal such a decision within five (5) working days, submitting a written request for a review along with a written explanation of the problem to the President and Chairman of the Board of Directors of United Hospital Center in a sealed envelope. The Chairman of the Board of Directors shall appoint an Ad Hoc Committee to review and recommend action. The Ad Hoc Committee shall consist of two (2) members of the medical staff and three (3) members of the Board of Directors. Arrangements for an interview with the Ad Hoc Committee shall be arranged within ten (10) days of receipt of the written request for interview. The recommendation of the Ad Hoc Committee shall be made within thirty (30) days and that recommendation together with the previous decision of the Family Medicine Program Committee shall be considered by the Board of Directors at its next regularly scheduled meeting at which time it shall issue a final and binding decision, which shall promptly be communication to the Resident in writing.

9. **GRIEVANCE NOT RELATED TO TERMINATION/SUSPENSION OF RESIDENT**

Should one or more Residents have a grievance against the program or the Hospital not related to the termination/suspension of the grievant, they may submit such grievance in writing to the Program Director who shall either:

- (a) determine the facts, make conclusions based upon the facts and render a decision; or,
- (b) appoint a hearing committee which shall conduct a hearing to determine the facts, make conclusions and recommendation to the Program Director who shall render a decision with respect to such grievance. The procedure followed shall be similar to that prescribed herein for informal hearings and

any grievant dissatisfied with such decision may appear to the President of the Hospital for redress.

**10. PROGRAM LENGTH**

United Hospital Center's Family Medicine Residency Program is a three (3) year graduate medical education and clinical training program. It is anticipated that the Resident will timely satisfy the obligations hereunder and thereby remain eligible to progress through the completion of the program. For conditions for reappointment and advancement, reference should be made to the Evaluation and Advancement/Promotion Policy in the Policy and Procedures Manual for Family Medicine Residency. The Resident understands and acknowledges that this Agreement expires on June 30, 2018, and that the Hospital does not hereby commit itself to renewal of this Agreement except as provided herein. In instances where this Agreement is not going to be renewed by the Hospital, the Hospital will, when reasonably feasible, no later than four (4) months prior to the end of the term, provide the Resident with written notice of intent not to renew this Agreement. However, if the primary reasons for the non-renewal occur within the four (4) months prior to the end of the Agreement, the Hospital will provide the Resident as much written notice of intent not to renew as the circumstances will reasonably allow prior to the end of the term of the Agreement.

**11. INCORPORATION**

This contract incorporates by reference "Policies and Procedures for Intern Training" of the AOA to the extent that the "Policies and Procedures for Intern Training" relate to the obligations of the parties hereto and do not conflict with the terms of this contract.

**12. ACCESS TO BOOKS, DOCUMENTS AND RECORDS**

Pursuant to the regulations promulgated by the Health Care Financing Administration, Health and Human Services, United States of America, implementing Section 952 of the Omnibus Reconciliation Act of 1980 (Pub. L. 96-499) conditioning Medicare Reimbursement for cost of services valued at or costing \$10,000.00 or more over a twelve (12) month period, the Resident will provide the

Secretary of Health and Human Services, upon written request, and the Comptroller General, access to this Agreement and to the Resident's books, documents and records necessary to verify the nature and extent of the cost of the services provided by the Resident. Such access shall be provided until the expiration of four years after the services are furnished under this Agreement. In addition, if the Resident carries out any duties of this Agreement through a subcontract, with a value or cost of \$10,000.00 or more over a twelve (12) month period, with a related organization, the Resident shall require in writing that 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 their duly authorized representatives, the said subcontract and the books, documents and records of the related organization that are necessary to verify the nature and extent of the costs of the services provided under the said subcontract. The subcontract shall require that such access shall be provided until the expiration of four years after the services are furnished under the subcontract.

**13. ACCEPTANCE**

This Agreement shall not be effective and shall not bind either party unless it is submitted to the Hospital on or before July 1, 2017, and accepted by the Hospital by appropriate execution below.

[The remainder of this page is left intentionally blank].

**RESIDENT:**

**UNITED HOSPITAL CENTER:**

\_\_\_\_\_  
Resident's name

\_\_\_\_\_  
Eric Radcliffe, M.D., Director  
Family Medicine Residency Program

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

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



**UNITED HOSPITAL CENTER, INC.**

\_\_\_\_\_  
Michael C. Tillman, President

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

***Written Release of Mutual Consent***

(This proviso to be filled in only in the case of a Written Release by Mutual Consent)

The parties hereby mutually consent to the release of their contractual obligations, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Resident:

Hospital:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

Witness: \_\_\_\_\_