

INITIAL CONTRACT

**FAMILY MEDICINE
RESIDENCY PROGRAM AGREEMENT**

BETWEEN

UNITED HOSPITAL CENTER, INC.

AND

_____, M.D.

RESIDENT AGREEMENT

This Agreement (“the Agreement”) dated July 1, 2021, is entered into by and between _____, M.D., (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.

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 1st day of July, 2021, and ending on the 30th day of June, 2022 (the “Term”).

2. COMPENSATION OF RESIDENT

The total stipend of the Resident for the Term shall be Fifty-Nine Thousand (\$59,000) 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, 2021, 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**

The Hospital periodically reviews its employee benefit programs which are of general applicability to its employees such as medical, dental, and vision coverage; group life insurance and disability benefits; paid time off; and retirement programs. Should the benefit programs be modified during the course of term of your Agreement, your benefits may be changed accordingly. The following are benefits specific to Hospital providers, and are also subject to periodic reviews and modification.

(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 a self-insured trust fund or captive insurance, with limits of no less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate. 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 his or her statutory 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) Paid Leave

The Hospital grants the Resident one hundred twenty (120) hours paid leave each year to be "banked" to Resident's benefits account at the beginning of the contract period. This paid leave shall be utilized for vacation or personal matters. Said leave shall be taken during the contract period in which it is granted and shall not carry over to subsequent periods. Upon termination, regardless of how much paid leave has been "banked" to Resident's benefits account, no paid leave will be paid out to the Resident. The Resident shall attempt to schedule such leave with administration at least thirty (30) days in advance so as to provide adequate professional coverage for the Resident's duties during the Resident's absence. (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. Timely notice of the effect of leave(s) on the Resident's ability to satisfy requirements for program completion will be provided. The Resident is responsible to monitor this requirement to avoid any deficiencies).

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

Vacation, parental leave, and meeting and conference time shall be subject to the provisions of the "United Hospital Center Family Medicine Residency Policies and Procedures Manual".

(f) Compensatory Time for Holidays Worked

The Resident shall be entitled to compensatory time for each regularly scheduled and observed holiday upon which the Resident shall engage in full-time work as governed by UHC personnel policies.

(g) Education Funds and Time Off

The Hospital will provide funds for continuing medical education activities in an amount of not more than \$1,000.00. The Resident will also be eligible for forty (40) paid hours per year for CME, per Hospital policy, in addition to the Paid Leave set forth in paragraph 3(d) above. CME hours are granted at the beginning of each contract period and will not carry over into subsequent periods.

(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. Any amount paid or payable by the Hospital for such relocation shall be subject to all applicable withholding taxes and deductions; Resident shall receive appropriate documentation from the Hospital, either as an IRS Form W-2 or Form 1099, for purposes of above mentioned applicable withholding.

(k) Disability Leave

Resident is eligible for a disability salary continuation plan that provides one hundred (100%) percent of base salary for up to one hundred eighty (180) days of missed work due to a certified personal illness or injury. There is no elimination period with this benefit. The Hospital will provide, at no cost to the Resident, long-term disability group insurance coverage. Specific policy information is available through the Hospital. Leaves of absence are

otherwise governed by the Policy and Procedures Manual of Family Medicine Residency.

(i) Term Life Insurance

The Hospital will provide, at no cost to the Resident, but subject to applicable income taxation laws and regulations, a term life insurance policy consistent with the benefits provided to other Hospital employees.

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 meet the requirements promulgated by the Accreditation Council for Graduate Medical Education (“ACGME”) and to use his/her best efforts to fulfill all of those obligations including without limitation achieving acceptable progress in the areas of core competencies, milestones, quality, patient safety, and wellness.
- (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, professionalism, leadership, teaching, required patient volumes, 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 at all times fully abide by and comply with (i) professional standards and principles of medical ethics prevailing at the time services are rendered; (ii) approved methods and practices of the West Virginia Board of Medicine or West Virginia Board of Osteopathic Medicine and other applicable authorities; (iii) the bylaws, rules, regulations, policies and procedures of UHC, including, without limitation, those incorporating corporate compliance; (iv) all applicable Federal, State and local laws, regulations, rules and directives; (v) the standards on requirements for accreditation by The Joint Commission; and (vi) all policies, rules and procedures of any and all authorities relating to licensure and the regulation of the services provided by Resident, all as the same may be amended from time to time.
- (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. 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 and educational activities 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 ACGME Clinical and Educational work hour policies, including those regarding “moonlighting.” “Moonlighting” is not required by the program or sponsoring institution.
- (l) To refrain during the entire term of this Agreement from engaging or participating in any nonprofessional activities which would interfere with the Resident’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 and other applicable policies in the UHC Associate Handbook.

5. OTHER OBLIGATIONS OF HOSPITAL

- (a) The Hospital will be in substantial compliance with the ACGME Institutional Requirements and will ensure that its ACGME-accredited program is in substantial compliance with the ACGME Institutional, Common, and specialty-specific Program Requirements, as well as with ACGME Policies and Procedures.

- (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 residency training. Information related to eligibility for specialty board examinations and institutional policies and procedures regarding resident clinical and educational work hours and moonlighting are included.

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 of patient care or the general welfare of the Hospital, the Hospital may terminate the Resident's service without prior notice.
- (c) 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.
- (d) 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.
- (e) 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.

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 Resident's 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 appeal to the President of the Hospital for redress.

10. PROGRAM LENGTH (Including Reappointment and Promotion)

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, 2022, 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. 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, 2021, and accepted by the Hospital by appropriate execution below.

RESIDENT:

UNITED HOSPITAL CENTER:

_____, M.D.

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: _____