

# Ingham Regional Medical Center

## GRADUATE MEDICAL EDUCATION HOUSE STAFF OFFICER FELLOWSHIP AGREEMENT

This Agreement is made and executed this «M\_0910\_contract\_start\_date» by Ingham Regional Medical Center, a not-for-profit corporation hereafter called the “**Hospital**”, and «First\_Name» «Last\_Name», «Degree» hereafter called the “**House Staff Officer**” or “**HSO**”.

### RECITALS

WHEREAS, the HSO is a graduate from a medical school accredited by the American Association of Colleges of Osteopathic Medicine (AACOM), the Association of American Medical Colleges (AAMC), or the Educational Commission for Foreign Medical Graduates (ECFMG), the HSO has been accepted for enrollment in an advanced graduate medical training fellowship program (“**Program**”) in «Program\_Name» at the Hospital; and

WHEREAS, the Program is sponsored by an institution engaged in providing medical care services; and

WHEREAS, graduate medical education requires that the HSO be directly involved in providing patient care under supervision in an institution that accepts responsibility for the quality of its education programs; and

WHEREAS, the activities of the HSO in the Program are recommended by the American Osteopathic Association (AOA) or the Accreditation Council for Graduate Medical Education (ACGME) and specialty boards that govern medical education.

### IT IS THEREFORE AGREED AS FOLLOWS:

In consideration of the foregoing and of the terms, covenants, and conditions hereinafter set forth, the Parties agree as follows:

#### I. Engagement of the HSO.

- A. The Hospital offers the HSO an appointment in the Program, and the HSO accepts such appointment.
- B. This engagement will begin on «M\_0910\_contract\_start\_date» and end on «M\_0910\_contract\_end\_date». An extension of the contact may be granted if the HSO takes an approved leave of absence from the training program or the HSO is required to extend their training year for educational reasons. The extension will be limited to the length of the leave taken during the academic year or the necessary time required to meet the educational requirement for graduation or advancement to the next level of training.
- C. The engagement will be at the «M\_0910\_Level» level of training.

## II. Compensation

- A. The Hospital will pay the HSO an annual salary of «July\_09\_Salary» payable in bi-weekly payments.** In addition, the Hospital will pay the HSO an annual educational stipend of «M\_0910\_Education\_Stipend», payable upon execution of contract.
- B. In addition to the compensation described above in subparagraph A, the Hospital will afford the HSO the following benefits:**
- 1. License:** Partial reimbursement of annual licensing fee for the State of Michigan Medical and Pharmacy licenses.
  - 2. Fringe Benefits:** Health, Dental, and other similar insurance benefits equal to those provided to non-leadership salaried employees will be provided. The benefits available to the HSO will be subject to change as the Hospital changes the terms and conditions of its benefit policies. The HSO may be required to pay a premium and/or deductible for these benefits.
  - 3. Paid Leave:** The HSO will be provided with 10 to 15 paid time off days, depending on training program and level of training. All paid time off requires prior approval from Program Director, Administrative Director, or Director of Medical Education. Any remaining paid leave days have no cash value upon termination.
  - 4. Unpaid Leave:** The HSO is entitled to benefits under the Hospital's Family and Medical Leave of Absence policy ("FMLA"), after one year of employment. Unpaid leave may be granted with the approval of the Program Director, consistent with the American Osteopathic Association Medical Education Regulations, as applicable, only after the HSO has exhausted all of his or her paid time off benefits. Makeup time and/or repeat of training is determined by the Program Director and specialty requirements.
  - 5. Disability:** The Hospital, by written notice to the HSO, may terminate this Agreement during the incapacity of the HSO due to illness or injury, at any time after the continuation of such incapacity for more sixty (60) days, or upon exhaustion of any leave to which the HSO is entitled during such incapacity under the Hospital's FMLA policy, whichever occurs at a later time.

## III. Professional Liability Insurance

During the term of this Agreement, the Hospital will provide professional liability insurance or indemnity coverage under the Hospital's malpractice program. This program operates on a modified claims made basis policy for the HSO, for services rendered as a HSO of the Hospital or other pre-approved training site for the duration of his/her training and within the scope of the HSO's duties pursuant to this Agreement.

The HSO will be solely responsible for obtaining professional liability insurance for any professional activities which were rendered before the Graduate Medical Education House Staff Officer Agreement with the Hospital, or which are rendered outside the scope of the GME HSO's responsibilities under this Agreement.

The HSO and the Hospital will promptly notify the other of any knowledge regarding any event which may result in a claim, or any claim or suit actually made, against either of them with respect to or arising from the HSO under this Agreement.

#### **IV. Hospital Obligations**

The Hospital will be responsible during the term of this Agreement for providing the following:

- A. Environment of Training.** A suitable environment for Program training, under the guidelines of the accrediting agency and Hospital's Graduate Medical Education Committee.
- B. Designation of Director.** A director and designee to serve as the person responsible for the implementation of this Agreement and for the overall supervision of the HSO.
- C. HSO Involvement.** Involvement of the HSO in areas of concern for patient care through appropriate Hospital councils or committees.
- D. On-call rooms.** When the HSO is required to stay in the hospital while on-call, an appropriate on-call room will be made available for the HSO to use.
- E. On-call meal allowance.** A food allowance per call to the HSO to defray the cost of on-call meals.
- F. Impairment and Substance Abuse Education.** The Hospital will inform the HSO of, and make available, the Hospital's written policies for handling physician impairment, including impairment related to substance abuse.
- G. Duty Hours.** Duty-hour assignments and faculty availability for the HSO must be consistent with the accrediting agency, National and State requirements regarding duty hours and the work environment, including the Hospital's responsibility for patient safety and education. The HSO is responsible for reporting any work hour violations to the Director of Medical Education.

#### **V. HSO Obligations**

The HSO will fulfill the following obligations during the term of this Agreement:

- A. State of Michigan Medical License:** The HSO will acquire, prior to the beginning of the term of this Agreement, and maintain the appropriate State of Michigan Medical license as required by the Michigan Medical Practice Act. The HSO will not be permitted to begin the Program under any circumstances until the appropriate license has provided to the IRMC Department of Medical Education. Failure to comply with this requirement will be grounds for immediate suspension or termination of appointment.
- B. Assignments/Rotations:** Carry out assignments and rotations as determined by the Director of Medical Education and Program Director.

**C. Continuation and/or Promotion in the Program:** All programs have formal evaluation procedures consisting of any or all, but not limited to the following: formal written evaluations by medical staff/faculty physicians; scheduled written examinations; scheduled oral examinations; practical examinations at the bedside; formal conference presentations; and professional and personal characteristic reports. In addition, the HSO should expect to review his/her performance with the Program Director or designee at least twice during the academic year or as dictated by AOA requirements. The certification of eligibility for specialty certifying examination is the responsibility of the Program Director. Any makeup time must be completed at the end of the contracted year and/or before promotion to the next level of training. An HSO receiving an inadequate evaluation may be required to repeat the rotation/assignment to obtain approval for certification by the Program Director. Satisfactory academic and professional performance in the Program must be met to advance to the next level of training.

**D. Housing.** The HSO is responsible to obtain personal housing at his/her own expense.

**E. Compliance with Laws, Regulations, Policies, and Accreditation.** All services provided by the HSO pursuant to this Agreement will conform to:

1. All applicable federal, state, and local governmental laws, rules, and regulations, as well as all licensure requirements;
2. All applicable standards of certifying or accrediting agencies from which the Hospital has secured certification or accreditation;
3. All applicable standards established from time to time by third party payors, including, but not limited to, Blue Cross Blue Shield of Michigan, Medicare, and Medicaid;
4. All published Hospital standards, rules, and regulations regarding confidentiality of patient and/or Hospital records; and
5. All applicable quality assurance and utilization review programs required by the Hospital and all relevant regulating agencies, including, without limitation, the Michigan Peer 6, the bylaws, rules, and regulations of the Professional Staff, as well as any other published applicable rules, regulations, and policies of the Hospital, as the same are in effect from time to time. Except as specifically indicated otherwise in this Agreement, the HSO will be bound by all of the personnel policies and procedures of the Hospital, as the same are in effect from time to time.

**F. Professionalism.** All services provided by the HSO pursuant to this Agreement will be performed by the HSO in a competent, courteous, and professional manner.

**G. Moonlighting.** HSO will engage during the entire term of this Agreement only in professional activities approved by the Hospital. All moonlighting activities require prior written approval by the Program Director and the Director of Medical Education. Moonlighting will only be approved with self supplied full licensure and medical malpractice insurance. The HSO will refrain during the entire term of the training from engaging or participating in any nonprofessional activities which would interfere with the HSO's effective performance of this Agreement.

**H. Records.** The HSO will prepare such records, charts, reports, and forms, documenting the services provided by the HSO pursuant to this Agreement, as may be reasonably required by

the Hospital or its Professional Staff. All such records will be and remain the property of the Hospital and will be maintained and kept at the Hospital or the Practice on a confidential basis and will not be disclosed by the HSO to any other person other than Hospital employees and members of the Professional Staff, except as required by law. Any change or modification of patient records will be mutually agreed on by the Hospital and the HSO.

- I. Discrimination.** The HSO will not refuse to provide services or discriminate in rendering services on any basis which violates any federal, state or local antidiscrimination law or regulation, or any third party payor or alternative health care delivery system contract to which the Hospital is a party.
- J. Physical/Drug Screening.** The HSO agrees to be subject to the Hospital's policy pertaining to drug screening of employees; as such policy may be amended from time to time. Failure of the HSO to pass drug screening will result in non-hiring or termination of employment. The results of a positive drug screen will be subject to applicable legal reporting requirements, including any reporting requirements of the Michigan Department of Professional Regulation.
- K. Development of Program Study.** The HSO agrees to develop a personal program of study and professional growth with guidance from the teaching medical staff and demonstrate ability to assume graded and increasing responsibility for patient care.
- L. Patient Care.** The HSO is expected to participate in safe, effective, and compassionate patient care under supervision, commensurate with the level of advancement and responsibility.
- M. Participation in Educational Activities.** The HSO is expected to participate fully in the educational activities of the Program and, as required, to assume responsibility for teaching and supervising residents and medical students.
- N. Participation in Hospital Committees.** The HSO is expected to participate in Hospital committees and councils; especially those that relate to patient care review activities.
- O. Cost Containment.** The HSO agrees to apply cost containment measures in the provision of patient care.

## **VI. Termination**

- A. Termination by Hospital for Cause:** The Hospital may terminate the Agreement immediately for any of the following reasons:
  - 1. Professional incompetence of the HSO.
  - 2. Substantial breach of the terms of this Agreement by the HSO.
  - 3. Serious neglect of duty or violation of Hospital rules, regulations or policies by the HSO.
  - 4. Conviction of a crime determined by the Program Director to render the HSO unfit professionally to practice medicine.
  - 5. Conduct by the HSO that is seriously and clearly prejudicial to the best interest of the Hospital.

6. Unapproved absence of the HSO from the Program.
7. Falsification of any information supplied to the Hospital by the HSO as part of the entrance requirements of the Program, or knowingly giving false information or assisting others in doing so.

**B. Termination of Agreement by HSO:** Significant breach of this Agreement by the Hospital or failure of the Hospital to provide a quality graduate medical education program in accordance with the “Basic Document on Postdoctoral Training” or for other legitimate reasons as described by Director may allow the HSO to terminate this Agreement upon sixty days’ written notice. Upon receipt of such notice, the Hospital may elect to terminate the HSO immediately and waive such notice period. In such event, the Agreement shall terminate immediately, and the HSO’s services for the Hospital shall terminate effective immediately. The Hospital shall determine the amount of credit, if any, toward satisfying HSO education requirements to be awarded to the HSO.

**C. Grievance Procedures.** The Hospital has established a grievance procedure whereby the HSO may resolve, in a fair and equitable manner, a dispute or disagreement with the Director, Administrative Director, Program Director, or Hospital concerning the interpretation, application or enforcement of this Agreement, or the Hospital’s established policies, rules, regulations, directories or bylaws. A description of the grievance procedure is described in the Graduate Medical Education Policy and Procedure Manual.

**D. Non-renewal of Agreement.** If the Hospital determines that the agreement with the HSO will not be renewed, the Hospital will provide the HSO with written notice no later than four months before the end of the term of this Agreement. However, if the primary reason(s) for the nonrenewable occurs within the four months prior to the end of this Agreement, the Hospital will provide the HSO with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the Agreement.

**E. Program Closure.** In the event the Program is closed or there is a reduction in the total number of HSOs in the Program, the Hospital will use its best efforts to allow the HSO to complete the Program at the Hospital. In the event that continuation of the Program is untenable by the Hospital, Hospital will utilize its best efforts to transfer HSO to a comparable program.

## **VII. General Provisions**

- A.** No provision of this Agreement shall be construed in any manner whatsoever as an assurance of or guarantee of initial appointment to Professional Staff membership at the Hospital during or at termination of training.
- B.** The Hospital acknowledges its obligations to maintain as confidential the records regarding the HSO. These records may be delivered to other health care institutions or prospective employers only upon written request to the Hospital by the HSO in such form as designated by the Hospital. Records will be furnished to appropriate government agencies as required by law.

- C. The rights and obligations of the Hospital under this Agreement will inure to the benefit and be binding upon the successors and assigns of Hospital. The HSO may not assign or transfer his/her rights or obligations under this Agreement. Any assignment or transfer made in violation of the provision will be void.
- D. This Agreement may only be amended or altered in any of its provisions by mutual agreement of the parties hereto, and any such change will become effective when reduced to writing and signed by such parties or at such other time as such amendment(s) may provide.
- E. This Agreement, together with the Graduate Medical Education Policy and Procedure Manual and the Hospital policy manuals, constitutes the entire agreement between the parties.
- F. The laws of the State of Michigan govern this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their respective authorized officers, effective as of the day and year first written below.

House Staff Officer:

\_\_\_\_\_ Date: \_\_\_\_\_  
 «First\_Name» «Last\_Name», «Degree»

Hospital:

\_\_\_\_\_ Date: \_\_\_\_\_  
 Program Director

\_\_\_\_\_ Date: \_\_\_\_\_  
 Director/Administrative Director Medical Education

\_\_\_\_\_ Date: \_\_\_\_\_  
 President/CEO