

RESIDENT/FELLOW PHYSICIAN EMPLOYMENT AGREEMENT

AGREEMENT made this ___ day of Month 20 ___ by and between ARNOT OGDEN MEDICAL CENTER, 600 Roe Avenue, Elmira, New York 14905 and First name Last name, D.O./ M.D., Resident/Fellow

WHEREAS, Hospital is a not-for-profit, tax-exempt corporation organized and existing under the laws of the State of New York and operating a general hospital in Elmira, New York; and

WHEREAS, Hospital sponsors a medical Residency/Fellowship program at the Arnot Ogden Medical Center in the _____ Program; and

WHEREAS, Resident/Fellow has graduated from an accredited medical school and meets the qualifications for Resident/Fellow eligibility as outlined in the Accreditation Council for Graduate Medical Education guidelines and Hospital's Fellows Selection Policy; and

WHEREAS, Hospital desires to retain Resident/Fellow as an employee in its Residency/Fellowship Program; and

WHEREAS, Resident/Fellow desires to accept such employment;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is hereby agreed by and between the parties as follows:

I. Scope

Hospital hereby employs Resident/Fellow as a _____-year Resident/Fellow in the _____ Program and Resident/Fellow hereby agrees to accept such employment, subject to the terms and conditions of this agreement.

II. Duties responsibilities of Resident/Fellow (IV.B.2.a)

The duties of Resident/Fellow under this Agreement, under the general supervision of appropriately privileged attending teaching staff physicians, shall be as follows:

A. Resident/Fellow Assignment: As a _____-year Resident/Fellow in the _____ Program, and in addition to those duties required under this Agreement, Resident/Fellow shall carry out those duties described in The House Staff Manual, a copy of which has been provided to Resident/Fellow electronically, and those duties specified in the policies and procedures of the residency/fellowship program to which Resident/Fellow is assigned. Such duties shall include, but are not limited to, participation in medical staff, department and committee meetings and affairs, and in Hospital's quality assurance programs. Resident/Fellow shall also serve on such committees of Hospital or its medical staff to which he or she is appointed by his/her department chairperson, the administrator of the Hospital or the President of the Medical Staff of Hospital.

B. Consultation with Other Staff Members: Resident/Fellow shall consult with members of the medical staff and administration of Hospital as necessary or appropriate to promote the continuity of patient care.

C. Participation in Education Programs: Resident/Fellow shall participate in the educational activities of the Residency/Fellowship Program and, as appropriate, assumption of responsibility for teaching and supervising other Resident/Fellow and students, and participation in Hospital's orientation and education programs and other activities involving the clinical staff.

D. Non-Discrimination: Resident/Fellow shall provide services to all patients, regardless of race, color, religion, gender, national origin, physical or mental disability, sexual orientation or source of payment, or any other factors protected by Federal, State or Local Laws provided that those patients desire treatment by Resident/Fellow. Resident/Fellow shall comply with Hospital's policies with respect to the provision of charity care.

E. Best Efforts: Resident/Fellow shall perform clinical activities in accordance with his/her level of training as defined by the _____ program. Resident/Fellow shall use his or her best efforts to deliver high quality, safe, effective and compassionate patient care services, to promote compassion and understanding in the treatment of all his or her patients and to develop an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and how to apply cost containment measures in the provision of patient care.

F. Standard of Care: Resident/Fellow agrees that he or she will at all times, faithfully, industriously, and to the best of his or her ability, experience and talent, perform all the duties required of and from him or her under the terms of this Agreement. Resident/Fellow shall maintain a level of professional practice and conduct commensurate with community professional standards and comparable to that required of members of Hospital's medical staff. He or she shall independently perform only those procedures that have been approved by the Director of the Residency/Fellowship Program in accordance with the Institution's Policy for Supervision and Credentialing.

III. Compliance with Institutional and Legal Regulations

A. Resident/Fellow shall perform all his or her services hereunder in accordance with the policies and procedures of Institution in effect during the term of this Agreement including, but not limited to, Substance Abuse Testing, Attendance, Corporate Compliance, Physician Impairment, Sexual Harassment, and Professional Misconduct.

B. Resident/Fellow shall perform all his or her services in compliance with all applicable federal and state laws, rules, regulations and agency directives; with the applicable standards of The Joint Commission; with the ethical and professional standards of the Accreditation Council for Graduate Medical Education and his or her specialty board; and with all currently accepted and approved methods and practices of his or her medical specialty.

C. Duty Hours shall conform to the New York State and ACGME Work Hours Regulations per the Institution's Work Hours Policy. (IV.B.2.1)

IV. Stipend and Fringe Benefits

As an employee of Hospital, Resident/Fellow shall be entitled to the following:

A. During the term of Resident/Fellow employment hereunder, Resident/Fellow shall receive an annualized stipend in the amount of \$____,000, payable in equal periodic installments in accordance with Hospital's usual payroll practices. Hospital shall withhold from these payments to Resident/Fellow such amounts as may be required to be withheld by employers under any federal, state or local law and shall remit the same to proper agencies or otherwise deposit the same as required by law or regulation. (IV.B.2.c)

B. Hospital shall provide Resident/Fellow with uniforms, laundry services, and on-call room access in Hospital.

C. Hospital shall provide Resident/Fellow with the medical malpractice insurance coverage required by Section IX of this Agreement. (IV.B.2.f)

D. Hospital shall provide Resident/Fellow regular other employee benefits including, but not limited to, health insurance (that may be effective as soon as the first day of employment), disability insurance, Family Medical Leave, The Employee Assistance Program and other benefits provided for salaried employees, a copy of which will be provided to you electronically. Note: Any variations from the regular package will be specifically addressed in this agreement. (IV.B.2.g) (IV.B.2.h)

E. The Hospital shall provide the Resident/Fellow with four weeks (20 days) paid time off per academic year. This time will be placed in the Residents/Fellows account at the commencement of employment and will be available throughout the year. If the Resident/Fellow fails to complete the term of this agreement, the value of any time not accrued (1/26th accrues each pay period of the year) will be subtracted from the existing balance. Additional paid leave (e.g. Salary continuation, Disability Bank, Sick pay, etc.) are not available. (GMEC 1/29/15) (IV.B.2.i)

F. Leave of Absence: Each Program Director serves as the key resource on specialty board examinations and materials for application and preparation. Therefore, the Program Director should be contacted by the Resident/Fellow Physician to confirm the effect that a leave of absence, for any reason, will have on their ability to satisfy criteria for completion of the Residency/Fellowship program and eligibility for specialty board examination. Resident/Fellow physicians granted leave shall be responsible for making up the leave time in terms of maintaining his or her satisfactory performance and program progression, as determined by the Program Director and documented via written documentation outlining the program extension time. A leave of absence may result in an extension of the total length of the time required to complete the training program. All leaves will be processed in accordance with Arnot Ogden Medical Centers Policies on Family and Medical Leave of Absence (FMLA), Personal Leave of Absence (PLOA) or Administrative Leave of Absence, as applicable. (IV.B.2.j)

V. Billing and Collecting

A. Resident/Fellow hereby assigns to Hospital all claims for payment for services rendered to patients under this Agreement. Hospital and Resident/Fellow agree that only Hospital will bill and receive any fees or charges for the services of Resident/Fellow furnished to patients during the term of this Agreement. Resident/Fellow shall not be entitled to, and shall not seek, any compensation or benefits, other than that specified in Section V of this Agreement.

B. Hospital shall provide all billing, collection and related accounting services required in connection with the provision of Resident/Fellow services hereunder, pursuant to the assignment in Paragraph A of this Section. Hospital shall retain all amounts collected above and beyond the amounts remitted to Fellow as compensation and benefits under Section V of this Agreement.

C. Resident/Fellow shall provide Hospital with such information about services rendered to patients, and in such form, as shall be required by Hospital to accurately and completely fulfill its billing and collection responsibilities hereunder.

D. Resident/Fellow and Hospital shall cooperate as reasonably requested in the completion of third party reimbursement forms.

VI. Medical Records

A. Resident/Fellow shall generate medical records in a form and within times required by Hospital under its medical staff bylaws, rules and regulations.

- B. All medical records and reports generated by Resident/Fellow under this Agreement shall be the property of Hospital. Resident/Fellow shall have access to such records for use in fulfilling his or her professional obligations hereunder.
- D. Resident/Fellow shall diligently keep all records required for eventual board certification, including a record of his/her work schedule and clinical experience, for review by Hospital's Graduate Medical Education Office.

VII. Term and Termination of Employment

A. Resident/Fellow's employment as a Resident/Fellow in the Residency/Fellowship Program shall become effective on June ____, 2019 and shall remain in full force and effect until June __, 2020 unless sooner terminated as provided herein. (IV.B.2.b)

B. Resident/Fellow's appointment as a Resident/Fellow in the Residency/Fellowship Program may be renewed at the end of its initial or a renewal term in accordance with the procedures for such reappointment set forth in Institution's Resident/Fellow Promotion Policy, and/or the policies and procedures of the Residency/Fellowship program to which Resident/Fellow is assigned. Notwithstanding the foregoing, Resident/Fellow shall give Hospital at least one hundred twenty (120) days advance written notice of his or her intent not to renew his or her Residency/Fellowship. Fellow shall give Hospital at least ninety (90) days advance written notice of his or her intent to withdraw from his or her Fellowship. In the event of renewal of Resident/Fellow's appointment as a Resident/Fellow in the Residency/Fellowship Program, this Agreement shall be renewed for the term of such reappointment. (IV.B.2.d)

The Residency/Fellowship Program shall provide four months written notice of intent not to renew the Residency/Fellowship Agreement, as circumstances permit. In the event of termination or non-renewal of a Fellow's appointment, the Fellow is entitled to appeal such action according to the Resident/Fellow Appeal Policy which can be found in the Resident/Fellow House Staff Manual. (IV.B.2.e)

C. Resident/Fellow's appointment and employment as a Resident/Fellow in the Residency/Fellowship Program is contingent upon successful completion of a Substance Abuse Test, Excluded Provider Check and Criminal Background Check. Employment may be terminated by Hospital upon the occurrence of any of the grounds for termination of such appointment and employment set forth in Hospital's Manual, other relevant Hospital personnel policies, and/or the policies and procedures of the Residency/Fellowship program to which Resident/Fellow is assigned, in accordance with the terms and conditions set forth therein.

D. Fellow's appointment and employment as a Resident/Fellow in the Residency/Fellowship Program may be terminated by Hospital immediately upon written notice to Fellow if, for cause or for any reason, Fellow ceases to be present at Hospital, except because of vacation, education leave, or other authorized absence listed in Hospital's Human Resource Policies.

E. In the event Resident/Fellow's employment as a Resident/Fellow in the Residency/Fellowship Program is terminated under Paragraphs VII(C), or (D) prior to its expiration under Paragraph VII (A) or VII(B) hereof, Hospital shall pay Resident/Fellow his or her stipend under Paragraph IV(A) through the termination date, but shall have no further obligation to make any payments hereunder.

VIII. Supervision and Evaluation of Resident/Fellow

A. As a Resident/Fellow in the Residency/Fellowship Program, Resident/Fellow shall be subject to the supervision of and be accountable to those individuals specified by the policies and procedures of the Residency/Fellowship program to which Resident/Fellow is assigned.

B. Resident/Fellow shall be evaluated regularly in accordance with the schedule and procedures of the Residency/Fellowship program to which Resident/Fellow is assigned. The Residency/Fellowship program shall keep such evaluations confidential, except to the extent required by federal or state law or regulation or by accreditation standards applicable to Hospital and its Residency/Fellowship programs.

C. Any complaints of sexual harassment and/or other inappropriate behavior relating to Resident/Fellow shall be addressed in accordance with the procedures outlined in Hospital's Human Resource Policy which can be found in the Fellow Manual.

IX. Liability Insurance (IV.B.2.f)

In accordance with paragraph IV(C) of this Agreement, Hospital shall provide Resident/Fellow with professional liability coverage in at least the minimum amounts required by the Hospital's governing body for its employed physicians, or as may otherwise be required to be provided by Hospital for Resident/Fellow pursuant to applicable federal or state laws. This includes litigation that may be initiated after a Resident/Fellow leaves the program as long as the Resident/Fellow was performing activity within the scope of the program at the time of the alleged event. The Hospital assumes no financial responsibility for any professional liability insurance relating to coverage of any incidents not occurring within the scope and during the period of Resident/Fellow's employment pursuant to this Agreement.

X. Specialty Board Examinations

A. Arnot Ogden Medical Center Graduate Medical Education Department will provide, upon proper authorization and request, verification of appointment-related information and status/completion of training to appropriate organizations, e.g. state boards, specialty boards, medical staffs, health providers, etc. consistent with Resident/Fellow's performance in the Residency/Fellowship Program. (IV.B.2.k)

XI. Moonlighting

A. Resident/Fellow shall devote his or her efforts exclusively to his or her responsibilities under this Agreement as a Resident/Fellow in the Residency/Fellowship Program and shall not engage in any other professional practice without the express written consent of the Residency/Fellowship Program Director. The Program Director will not approve any other professional practice that will or might interfere with the fulfillment by Resident/Fellow of his or her responsibilities under this Agreement, or result in a violation of state or federal regulations limiting the number of hours Resident/Fellow may work in a defined time period as outlined in Moonlighting Policy. (IV.B.2.l)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

By: _____
Resident/Fellow Name, D.O/ M.D.
Resident/Fellow

Date: _____

By: _____
Kenneth Herzl - Betz, MD
Senior VP/Medical Affairs - CMO
Arnot Health

Date: _____

By: _____
Frank Edwards, M.D.
Designated Institution Official
Arnot Health

Date: _____