

**Tower Health
Graduate Medical Education
Resident Agreement of Appointment**

This Graduate Medical Education Agreement of Appointment (this "Agreement") is entered into as of [REDACTED], 2022 by and between [REDACTED Hospital] ("Hospital"), a primary site of clinical training for residency/fellowship programs sponsored by Tower Health ("Tower Health") and [REDACTED] ("Resident").

RECITALS:

WHEREAS, Tower Health is the sponsor of accredited and non-accredited graduate medical education programs (each a "Program" or "GME Program") including residency and fellowship programs accredited by the Accreditation Council for Graduate Medical Education ("ACGME") and having full Osteopathic recognition and meeting the requirements of the Pennsylvania State Board of Medicine;¹

WHEREAS, Resident satisfies the eligibility requirements required by the Program, the ACGME, if applicable, and by Tower Health to participate in the GME Program specified herein;

WHEREAS, the Hospital has offered Resident a Resident appointment, subject to the terms and conditions of this Agreement, including the agreement and obligation of Resident to abide by policies and procedures governing resident's graduate medical education; and

WHEREAS, Resident desires to extend his/her education by accepting the offer of appointment.

NOW THEREFORE, intending to be legally bound, the parties hereby agree as follows:

AGREEMENT

I. APPOINTMENT; CONDITIONS OF APPOINTMENT

1.1. Appointment. The Hospital offers, and Resident accepts, appointment as a Program Year [REDACTED] resident in Tower Health's [REDACTED] GME Program for a period of one (1) year beginning on July 1, 2022 (the "Commencement Date") and ending on June 30, 2023 unless sooner terminated as set forth in Article V. Resident's appointment is subject to the terms and conditions set forth herein.

1.2. Conditions Precedent. Resident's appointment is conditioned on Resident timely submitting written verification of the following in advance of the Commencement

Date, in accordance with Hospital, Program or Tower Health Office of Graduate Medical Education ("Office of GME") instructions:

- (a) Identification documents and information;
- (b) graduation from a medical school accredited by the Liaison Committee on Medical Education, the American Osteopathic Association or from a medical school outside the United States or Canada in accordance with Tower Health graduate medical education policies and ACGME requirements, if applicable;
- (c) possession of a valid training license from the State of Pennsylvania;
- (d) completion of all relevant employment documentation, background checks, health screenings, tests, and immunizations required by Tower Health and Hospital; and
- (e) if a non-citizen, production of an appropriate visa or other necessary documentation validating Resident's eligibility for employment in the United States.

Resident shall further satisfy any other conditions to appointment set forth in Tower Health graduate medical education, ACGME and/or Program policies and/or procedures.

1.3 Reappointment; Non-Promotion. This Agreement is not intended to, and shall not be construed to, guarantee Resident's reappointment to the Program. Reappointment and promotion decisions are based on review of Resident's performance in the Program by the Resident's Program Director and the Program's clinical competency committee. Any subsequent appointments shall be documented by execution of a new agreement of appointment between the parties. The GME program will seek to provide Resident prior notice of non-reappointment at least one hundred twenty (120) days prior to the end of the current term; however, if the primary reason(s) for non-reappointment occurs during the one hundred twenty (120) day period prior to expiration or termination of this Agreement, the GME Program will provide Resident with as much notice of non-reappointment as the circumstances reasonably permit. Additional information on promotion and reappointment is set forth in the Tower Health, Office of GME: *Policy on Promotion and Renewal of Resident/Fellow Appointment*, which policy is made part of this Agreement by reference.

II. TOWER HEALTH'S OBLIGATIONS

2.1 Financial Support; Benefits. In support of Tower Health GME Programs, Tower Health and its affiliated hospitals, including Hospital, provide resident financial support and benefits to residents enrolled in GME Programs. Benefits terminate automatically at the expiration or termination of this Agreement.

2.2 Salary. Resident will receive an annual salary in the amount of [REDACTED] Dollars (\$ [REDACTED]) payable in bi-weekly installments (less applicable taxes and added fringe benefits), pro-rated for any partial year of appointment. No

compensation of any kind or nature shall be paid to or accepted by Resident from patients or third parties for any services rendered as a trainee participating in the GME Program.

2.3 Benefits. The Hospital provides the following benefits to Residents participating in GME Programs:

(a) *Vacations*. Residents receive twenty (20) days of Earned Time Off (ETO). Policies governing additional vacation days or personal leave are set by the Program considering specialty board requirement. Policies may vary based on a resident's year of training. Vacation days/annual leave days are not carried forward in the event of reappointment. Unused days/annual are not paid out and are lost at the end of the academic year.

(b) *Holidays*. Tower Health and the primary sites employing residents in Tower Health GME Programs, including Hospital, recognize, at a minimum, the following six (6) paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Residents may be required to work some or all holidays, dependent on patient care responsibilities. No additional compensation (e.g. time and a half or ETO) is provided to residents working holidays. Additional recognized holidays may be set by Hospital policy.

(c) *Bereavement Leave*. Residents may take up to three (3) days of paid leave in the event of the death of an immediate relative/family member and one (1) day of paid leave in the event of the death of a non-immediate relative/family member.

(d) *Medical, Parental and Caregiver Leaves of Absence*. Hospital will provide Resident with six weeks of approved medical, parental, and caregiver leave(s) of absence (for qualified reasons that are consistent with applicable laws) at least once and at any time during their ACGME-accredited programs. Hospital will provide Resident with the equivalent of 100 percent of their salary for the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken. Hospital will ensure the continuation of health and disability insurance benefits for Resident and his/her eligible dependents during any approved medical, parental, or caregiver leave(s) of absence. The process for submitting requests for leaves of absence is provided to Resident with their benefit information at the time of onboarding.

(e) *Additional Leaves of Absence*. Unpaid leaves of absence, generally not to exceed six (6) weeks, may be granted to residents at the discretion of the Program Director. An unpaid leave of absence requires advance planning and, if approved, may be taken for professional and/or personal purposes. Unpaid leaves of absences are not normally available to residents in one-year programs but may be available through extension of the training year. Additional information is set forth in the Tower Health, Office of GME, *Policy on Vacation and Leaves of Absence*. Other leaves include: Domestic Violence Leave, Civic Engagement

leave, Organ/Bone Marrow Donation leave based on the Pennsylvania law. Leaves of absence may impact training and the ability to meet Program, ACGME and Board eligibility requires, as set forth in Section 2.6 of this Agreement.

(f) *Professional Liability Insurance.* Professional liability insurance, including coverage for legal defense expenses, is provided by Tower Health for all residents/fellows participating in a GME Program. The professional liability policy is a “claims-made” policy with policy limits and terms consistent with professional liability insurance coverage provided to other Tower Health medical/professional practitioners. Tail insurance will be provided at the termination of residency/fellowship with respect to claims made after Resident’s completion of the Program for services provided by Resident while participating in (and within the scope of) the Program. Resident will be provided a Certificate of Coverage prior to the Commencement Date and with advance written notice of any substantial change in the details of Resident’s professional liability coverage.

(g) *Health and Dental Benefits.* Residents participating in Tower Health GME programs and eligible dependents of residents receive health and dental benefits consistent with coverage for other employees and the terms of the applicable plan, which may vary by hospital. The Hospital’s Resident Benefit Highlight booklet, as the same may be updated from time to time (the “Benefit Booklet”) sets forth information on the specific health benefit plans and dental plans available to Resident and is incorporated herein by reference. Resident is responsible for electing, enrolling and re-enrolling in desired health and dental plans. Group health insurance and dental insurance is available to Resident upon Resident’s first date of employment. There is cost sharing of the premium expense for certain coverage or benefits as further set forth in the Benefit Booklet. A copy of the Benefit Booklet is available to Resident in advance of the Commencement Date upon request to the Tower Health Human Resource Department or to the Office of GME, and will be provided to all residents participating in GME Programs with a primary clinical site at the Hospital in connection with Resident’s orientation.

(h) *Disability Benefits; Additional Benefits.* Long term disability benefits are provided to all residents upon hire with short-term disability benefits available on the first day of the month following the Resident’s date of employment. Details regarding disability and certain additional benefits are set forth in the Benefit Booklet. There may be cost sharing of the premium expense for certain disability and additional benefits as set forth in the Benefit Booklet.

(i) *On-call Room, Sleep/Rest facilities.* On-call quarters are provided for resident use at each Tower Health hospital participating site, including at Hospital. On-call quarters are designed for rest by residents in accordance with applicable accreditation or other requirements and are to be used while scheduled for on-call duty or in the event of resident fatigue. On-call rooms are not to be used as a residence facility.

(j) *Meals.* Residents will have access to food during clinical and educational assignments, including while on call. ²

(k) *Uniforms.* All Residents will be provided with three (3) lab coats or scrubs in the first year of training. These lab coats or scrubs must be worn when engaged in clinical education activities and the care of patients. Uniforms (lab coats or scrubs) will be provided based on program specific policies.

(l) *Parking.* Restricted parking is available without charge. If a parking card is lost, a replacement fee will be charged.

(m) *Employee Assistance Program and Behavioral Health Services.* Residents are provided access to appropriate, confidential psychological and medical counseling and/or other support services as well as access to urgent and emergent care 24 hours a day, seven days a week.

(n) *Annual Educational Fund.* Residents will be provided up to One Thousand Dollars (\$1,000) for educational purposes use. Educational purposes related to the program are for textbooks, educational conferences, conference travel and accommodations, subscriptions, membership in educational societies and Step 3 or COMLEX 3 exam fees.

2.4 Training. The Program will provide guidance and supervision of Resident by qualified teaching faculty in accordance with applicable accreditation requirements, facilitating Resident's professional and personal development while ensuring safe and appropriate care for patients in accordance with Tower Health policies and procedures.

2.5 Grievances and Due Process. Tower Health maintains policies and procedures to fairly deal with academic and disciplinary actions and resident concerns related to clinical and educational learning and working environments. Additional information is available in the Tower Health, Office of GME *Resident and Fellow Grievance Policy* and the *Adverse Actions and Due Process Policy*.

2.6 Effects of a Leave of Absence. Resident acknowledges that an extended leave of absence from the Program may affect Resident's eligibility for promotion, ability to complete training within expected time frames or eligibility for Board examinations. Resident's Program Director, based on Resident's Program requirements, Board policies for the specialty and information provided to the Program Director regarding the proposed extended leave, shall provide Resident with accurate information regarding the impact of a proposed extended leave of absence, both for completing the Program and with respect to Resident's eligibility to participate in Board examinations. Resident acknowledges that additional training may be necessary following a leave of absence to satisfy Program requirements. This Agreement will be terminated in the event Resident does not return to Program activities following a leave of absence.

2.7 Board Eligibility. Information related to eligibility for specialty board examinations is maintained by the Program, shall be provided to Resident during orientation and is further available to Resident, including in advance of the Commencement Date, upon request, from the Residency Program

2.8 Disability Accommodations. Tower Health and each of the primary sites employing residents in Tower Health GME Programs, including Hospital, provides disability accommodations for residents with disabilities in accordance with applicable law disability accommodation polices.

III. RESIDENT RESPONSIBILITIES

3.1 Conditions Precedent; Notifications. Resident shall timely provide all documentation and information set forth in Section 1.2 of this Agreement. Resident shall notify Program Director of any change in legal or licensure status.

3.2 Educational Requirements. Resident agrees to fulfill the educational requirements of the Program, as it may be modified from time to time.

3.3 Work Hours. The Program Director of each GME Program establishes clinical and educational schedules, including on-call schedules, consistent with Tower Health policies and ACGME requirements as applicable. Resident shall adhere to all policies governing work hours, including provisions requiring Resident to record work hours fully and accurately. Resident shall participate in Program activities in accordance with the Program's established schedules, at a satisfactory level of competence, consistent with the Program's curriculum and level of training. Additional information on work hours is set forth in the Tower Health, Office of GME: *Policy on Clinical and Education Work Hours.*

3.4 Policies and Procedures. Resident shall comply with all applicable Tower Health policies, procedures, rules, and regulations (including Tower Health graduate medical education policies and procedures); Program policies and procedures and Hospital/medical staff bylaws and policies and procedures. Tower Health graduate medical education policies and procedures may be updated or created and incorporated into a Resident/Fellow Program Manual from time to time. Tower Health, Office of GME and Hospital policies are available on Tower Health and the Hospital's intranet site, respectively.

3.5 Medical Record Documentation. Resident agrees to timely complete all medical records as outlined in Hospital and department policies. Record keeping performance will be considered when residency contracts are renewed. Recurrent failure to meet regular record keeping requirements may result in non-renewal of this Agreement.

3.6 Licensure. Resident agrees to maintain a valid graduate license to practice medicine in the Commonwealth of Pennsylvania during the term.

3.7 ACGME Requirements. Resident agrees to familiarize himself or herself with the ACGME Core Competencies and related Milestones (as each term is defined in ACGME materials) for Resident's specialty, as well as the requirements for board eligibility and specialty certification. Resident shall adhere to all ACGME policies and procedures and standards applicable to Resident.

3.8 Termination Procedures. Resident agrees to return all Tower Health property, not limited to books, equipment, identification badges, and completed records, and to settle his or her professional and financial obligations prior to termination and departure from Tower Health/the Hospital.

3.9 Self-Study; Commitment to Professional Development. Resident agrees to develop a personal program of self-study and professional growth with guidance from GME Program faculty.

3.10 Compassionate Care. Resident agrees to provide safe, effective, and compassionate patient care under adequate supervision commensurate with his or her level of advancement and responsibility.

3.11 Participation. Resident agrees to:

- (a) participate fully in the educational activities of his or her respective Program and to assume responsibility for teaching and supervising other resident/fellows and students; and
- (b) participate in Tower Health, Hospital and Program committees, Graduate Medical Education Committee (GMEC) subcommittees and councils, especially the Resident Council and those subcommittees that relate to patient care review activities and quality improvement activities.

3.12 Confidentiality. Resident shall protect the confidentiality of patient health information in accordance with applicable laws, rules, regulations and Tower Health policies, including policies governing the use of personal devices. A violation of patient confidentiality obligations shall be a material breach of this Agreement and may result in termination.

3.13 Anti-Harassment, Physician Wellness. Tower Health protects residents by, and expects residents, including Resident, to support and adhere to Tower Health policies on physician well-being, substance abuse and gender/sexual or other forms of harassment, as set forth in Tower, Program and Hospital specific policies.

IV. OUTSIDE ACTIVITIES; MOONLIGHTING

Resident shall not conduct a personal professional medical practice or bill patients for professional services during the term of this Agreement except that, to the extent permitted by Resident's Program (as set forth in Program policies), Resident may request authorization for participation in an extracurricular remunerative experience, i.e., professional activities outside of the Program, including "moonlighting." A Resident seeking to moonlight must obtain approval from his or her Program Director. Residents are required to obtain an unrestricted medical license to moonlight. All moonlighting activities are subject to the terms of approval (if granted) and ACGME and Tower Health graduate medical education policies and procedures governing moonlighting. If Resident is a first-year Resident, Resident understands and agrees that he/she is not permitted to moonlight. Visa conditions may also restrict or prohibit moonlighting. For additional information, please see the Tower Health, Office of GME, *Policy on Moonlighting*.

V. TERMINATION

Hospital may terminate this Agreement and Resident's appointment or non-renew Resident's appointment if Resident: (i) fails to meet any of the terms and conditions of appointment; (ii) fails to comply with Resident's responsibilities under the terms of this Agreement or breaches the terms of this Agreement; (iii) fails to progress in medical knowledge or skills as determined by Resident's Program Director; (iv) fails to comply with Tower Health and Hospital rules, regulations, by-laws, policies, procedures, and any applicable laws or regulations or accreditation standards; (v) conducts him or herself in a manner that is a risk to patient safety and/or employee or visitor/guest safety; (vi) has his/her medical license in Pennsylvania or in any other State, revoked, restricted or suspended, (vii) for cause or otherwise pursuant to Tower Health disciplinary process, or (viii) if the GME Program terminates for any reason or reduces resident/fellow capacity. This Agreement will terminate as the effective date of dismissal of Resident from his/her GME Program.

VI. NON-DISCRIMINATION

Hospital complies with all applicable federal, state, and local laws, rules, and regulations related to non-discrimination in employment. Hospital does not and will not discriminate based on race, color, age, sex, sexual orientation, religion, ancestry, citizenship, national origin, disability, veteran status, or any other protected status under the law.

VII. PROGRAM CLOSURE

In the event of a planned closure of the GME Program or reduction of Program size, affected residents and fellows will be notified as soon as possible. Residents or fellows already in the Program will be allowed to complete their training at Hospital or a Tower Health hospital affiliate (unless otherwise directed by the program specific accreditation), or resident will be assisted, but not guaranteed of acceptance, in enrolling in another graduate medical education program in which the resident/fellow can continue resident's education.

VIII. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

IX. ENTIRE AGREEMENT

This Agreement supersedes any previous understanding or agreement between the parties on the subject hereof, written or oral. The Agreement including attachments and policies incorporated by reference, constitutes the entire agreement between the parties relating to the subject matter hereof. The signature of Resident below indicates his or her acceptance of the terms and conditions set forth above. Resident's signature also indicates that he or she has read, understands, and agrees to comply with Program, Tower Health and Hospital policies and procedures.

[SIGNATURE PAGE FOLLOWS]

THIS SAMPLE CONTRACT

INTENDING TO BE LEGALLY BOUND HEREBY, the parties have executed this Agreement on the dates indicated below.

RESIDENT:

_____ Date By: _____ Resident

Printed Name: _____

HOSPITAL:

_____ Date By: _____

Printed Name: _____

Title: _____

TOWER HEALTH:

_____ Date Acknowledged By: _____ Program Director

Printed Name: _____

_____ Date By: _____ Wei Du, MD, Designated Institutional Official