

PSYCHIATRY RESIDENT AGREEMENT WITH

THIS AGREEMENT is made effective July 1, 2015 between Graduate Medical Education, Inc., a Michigan nonprofit corporation (hereinafter referred to as "GMEI") and [REDACTED] (hereinafter referred to as the "Resident"). GMEI's Institutional partner and sponsor for the purpose of this agreement is Michigan State University College of Osteopathic Medicine, (hereinafter referred to as the "Sponsor").

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence on July 1, 2015 and expire on June 30, 2016, unless terminated prior to contract end date. This Agreement may be renewable only by mutual written agreement. Resident understands that while the Residency program (as defined in paragraph 2 below) is multi-year in duration, this Agreement commences on July 1, 2015 and ends on June 30, 2016 only. Continuation into subsequent postgraduate years shall, in part, be dependent upon Resident's achievement at a level determined acceptable by the Residency Program Director, on examination, performance assessments and other forms of evaluation deemed appropriate by the Residency Program Director. Residency Program Director shall reasonably attempt to provide Resident with written notice of its intention to enter into an agreement with Resident for the subsequent contract year at least four (4) months prior to the end of the term of this Agreement. However, if reasons for non-renewal appear within the four months prior to the end of the agreement, Sponsor will provide resident with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of this agreement. In the event of non-renewal, resident may use the Grievance Procedure described in Paragraph 14. In accordance with Resolution 10 of the Bureau of Osteopathic Education from December 2009, all Osteopathic Residents entering their PGY -3 year will be required to have successfully passed their COMLEX USA-3 exam. If the Resident cannot demonstrate scores proving that they have successfully passed their COMLEX USA-3 exam at least 30 days prior to the beginning of their PGY -3 year, this contract will be considered void and the resident will be separated from employment. Readmission to the training program once separated will be solely at the discretion of the Residency Program Director and AODME.

2. **Engagement.** GMEI hereby engages Resident and Resident hereby accepts such engagement to serve as stipend level 1 resident in the Psychiatry Residency Program (the "Residency"). Resident hereunder is subject to the terms and conditions set forth in this Agreement, the Sponsor's Graduate Medical Education Committee Manual (Located on the Internet in New Innovations, the program's Residency Management Database), the Psychiatry Residency Program Manual (the "Residency Program Manual") and GMEI Handbook (Located on the Internet at: gmei.msu.edu) of which are incorporated herein by reference. Resident shall use Resident's best efforts to work with other Residents, physicians, management, and staff to fulfill the educational standards of the Residency Program and to provide the highest quality medical services possible to Residency's and Sponsor's patients. Residents shall devote full-time effort to their educational and clinical responsibilities. Resident shall regularly work at least forty (40) hours per week during which time Resident is in contact with patients, available to be in contact with patients, completing medical records, or performing any other additional educational or clinical duties determined by the Residency Program Director that are consistent with the terms of this Agreement. Moreover, Resident shall have the responsibilities referenced in Exhibit B attached hereto. In the event of inconsistency between this Agreement, the Sponsor's GMEC Manual, the Residency Program Manual and/or the GMEI Handbook, this Agreement shall prevail. In the event of inconsistency between the Sponsor's GMEC Manual, the GMEI Handbook and the Residency Program Manual, the Sponsor's GMEC Manual shall prevail over the Residency Program Manual which shall prevail over the GMEI Handbook.

3. Licenses. Beginning on the effective date and at all times thereafter while this Agreement is in effect, Resident shall:

- (a) maintain a current educational or unrestricted license to practice medicine in the State of Michigan;
- (b) maintain eligibility, within standards established by GMEI's professional liability insurance carrier, to be included as a covered employee under GMEI's professional liability insurance policy;
- (c) maintain qualification to provide services under plans sponsored by preferred provider organizations, health maintenance organizations, physician hospital organizations, health plans and similar organizations as designed by Sponsor; and
- (d) meet the conditions for participation in the Medicare and Medicaid programs.

4. Outside Activities (Moonlighting). Resident understands and agrees that Resident shall not engage in any work outside the Residency unless Resident is appropriately licensed and has obtained the prior written consent of the Residency Program Director and the Sponsor's Director of Medical Education. Resident further understands that such outside activities shall not interfere with Resident's ability to achieve the educational requirements of the Residency Program and such work shall not replace any educational criteria of the Residency Program. Resident acknowledges that while engaging in any outside activities (whether or not approved in accordance with this Agreement), Resident is not acting as an agent of Residency, GMEI, Sponsor or partner hospitals and accordingly is not covered by GMEI's professional/general liability policies or by GMEI's workers' compensation insurance. Resident agrees to obtain professional liability insurance coverage for all outside activities at Resident's own cost. Resident further agrees that Resident's total work hours within the scope of this Agreement and for any outside activity shall not exceed the duty hour policy described in the Sponsor's House Staff Manual or Residency Program Manual.

5. Compensation.

(a) Stipend. For all services provided hereunder, GMEI shall pay Resident an annual stipend of \$48,500.00 (Forty Eight Thousand Five Hundred Dollars And No Cents) payable in equal installments on a bi-weekly basis. For additional educational and clinical responsibilities provided by Resident pursuant to paragraph 2, GMEI may pay Resident extra reasonable compensation. All compensation is subject to all withholdings required by law and is exempt from overtime compensation. Any compensation overpayment paid to Resident due to processing or human error whether the error was the fault of Resident or GMEI shall be promptly repaid by Resident either through deduction of the overpayment amount in Resident's next regular paycheck (s) or by check or money order paid by Resident. Under any circumstances, full repayment must be made within the same calendar year as the overpayment.

(b) Fringe Benefits. Resident shall be entitled to the fringe benefits described in the 2015-2016 Year Benefits Summary attached hereto as Exhibit A. GMEI reviews benefits at least annually and changes may be mandated by governmental regulation or may be desirable from GMEI's standpoint. GMEI reserves the right to add, terminate, alter or replace the various benefit programs but is committed to offering a competitive package similar if not equivalent to the 2015-2016 package.

6. Training, Credentials Verification and Board Eligibility

(a) Training. Residency shall provide Resident with a training program that meets the standards established in the Essentials of Approved Residencies, as formulated from time to time by the Accreditation Council on Graduate Medical Education of the American Medical Association and or by the Committee on Postdoctoral Training of the American Osteopathic Association. Residency further agrees to verify Resident's clinical competency according to the criteria established by the Residency Program Sponsor or the Residency's Training and Evaluation Committee and to issue a certificate of training upon satisfactory completion of Residency, subject to Resident's acceptable performance of obligations under this Agreement.

(b) Board Eligibility. It is the intent of the Residency that every Resident who is accepted into a training program will progress through the curriculum and graduate on time. Each training program has its individual rules, established by its respective Residency Review Committee (RRC) that can impact the trainee's ability to be considered as Board Eligible at the natural end of a training cycle. These rules generally revolve around time away from the program, the length of time a Resident can be absent from continuity clinics, or the total number of absent days that a trainee can have in any given academic year. Each Resident must become familiar with the rules for their specific discipline. The rules can be found in the specific requirements of the program as outlined on the ACGME and AOA websites. Resident's director can help the Resident understand the complexities and options afforded to the Resident by these governing bodies. Violation of these guidelines is not an option. If absences for illness, maternity or paternity leaves, or taking back-to-back vacations in two academic years brings the Resident into conflict with the established rules, Resident's residency will be extended in such a way as to heal the breach and make the Resident Board Eligible. In this process, the Resident must understand that he/she may not become Board Eligible at the time of the Resident's originally scheduled graduation date. Resident's Director will assist the Resident in calculating the extra training time that may be needed to meet the curricular training requirements of the Resident's specific RRC. Residency Program Sponsor will only certify Residents as Board Eligible when the Resident meets these externally-imposed requirements.

7. Policies. GMEI shall provide policies regarding Resident's position, as set forth in the Sponsor's Graduate Medical Education Committee Manual, the Residency Program Manual or the GMEI Handbook, which shall include, but are not limited to:

(a) A process for Resident to address any grievances regarding unwelcome sexual advances, requests for sexual favors, physical and/or verbal conduct relating to any individual's gender, race, color, national origin, age, religion, height, weight, martial status, handicap/disability or any other unlawful criteria.

(b) A process for Resident to continue or complete their education in the event that Sponsor decides to reduce the size of a residency program or close a residency program as described in the Residency Closure Policy set forth in the Sponsor's Graduate Medical Education Committee Manual.

(c) A process whereby support services are provided to Residents who are determined to have a substance abuse or an impairment problem as described in the Policy on Physician Impairment and Substance Abuse set forth in the Sponsor's Graduate Medical Education Committee Manual.

8. Supplies. Sponsor and/or Residency shall furnish Resident with attendants, facilities, supplies and services as may be suitable for the performance of Resident's duties hereunder.

9. Professional Liability Insurance. GMEI and Residency shall maintain and bear the expense of professional liability insurance coverage covering the acts of the Resident within the scope of the duties assigned by Residency to Resident pursuant to this Agreement. The amount and extent of said coverage shall be determined by the Residency and consistent with other Residency employed physicians. The coverage provided to Resident shall be a modified claims made policy. This policy shall provide Resident with extended reporting period coverage and "tail coverage," that shall apply if Resident's employment with GMEI is terminated for any reason or if Resident completes Resident's training program. Said tail coverage applies if the acts or omissions occurred within the scope of this Agreement.

10. Risk Management. All parties agree to notify each other within five (5) business days after receipt of formal notice about the existence of any malpractice claim, any civil, criminal or regulatory

audit, investigation or other proceeding involving Resident and/or Hospitals and Resident. All parties agree to cooperate with the other in the settlement, litigation or other resolution of the same.

11. Confidentiality.

(a) Resident acknowledges that any and all information related to (1) Residency's, Clinic's or Hospital's treatment of its patients by Resident or others, including, but not limited to, individually identifiable health information as defined by the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996; and (2) the conduct by Clinic, Residency or Hospital of providing health care, is strictly confidential and constitutes the exclusive property of Residency, Clinic or Hospital, and that the use or disclosure of such matters, other than in the course and scope of Resident's training with Residency or Hospital pursuant to this Agreement, shall be contrary to the best interests of Residency or Hospital and shall cause harm and damage to Residency or Hospital and their medical practice. In furtherance and on account thereof, Resident covenants and agrees not to use or to disclose to others, either during the term of this Agreement or after the termination of this Agreement for any reason, except as expressly consented to in writing by GMEI, Clinics or the Hospital or as required by law, any such confidential and proprietary information or document (which term, for the purposes hereof, includes, without limitation, Clinic's, Residency's or Hospital's patient lists, patient files, and/or other patient individually identifiable health information, or any matter or information ascertained by Resident through or as a result of Resident's training by Clinic, Residency or Hospital).

(b) Without limiting the generality of the foregoing paragraph 11(a), Resident further agrees that, during the term of this Agreement and after the termination of this Agreement for any reason, Resident shall not use, take or retain outside the Clinic's or Hospital's campuses, without prior written authorization from Clinic or Hospital, any individually identifiable health information, patient lists, fee books, patient records, files or other documents, or copies of any of the same pertaining to Clinic's, Residency's or Hospital's providing health care or pertaining to Clinic's, Residency's or Hospital's patients, business, financial condition, or other activities, all of which Resident acknowledges are confidential and constitute the property of Clinic, Residency or Hospital. Resident acknowledges that any of the foregoing confidential and proprietary information of Clinic, Residency or Hospital which Resident receives or obtains from Clinic, Residency or Hospital shall be obtained by Resident from Clinic, Residency or Hospital in confidence and with the expectation of confidentiality. Patients or a patient's legal representative may request copies of their patient care records, and direct those copies to Resident or others.

(c) The confidentiality restrictions set forth in subparagraphs (a) and (b) of Paragraph 11 shall not apply to information which: (i) generally becomes available to the public through no act of Resident in breach of this Agreement; (ii) was in the possession of, or available to Resident on a non-confidential basis prior to its disclosure; or (iii) is independently developed by Resident.

12. Corporate Compliance Plan. Resident acknowledges that Hospital, Sponsor or Clinic has implemented voluntary corporate compliance programs, which, through standards of conduct, policies and procedures attempt to assure that Sponsor, Clinic or Hospital complies with all applicable laws, regulations and policies. Resident acknowledges that the Plans include standards of professional conduct and sanctions for noncompliance with those standards, and other requirements of law, that are not otherwise described in this Agreement. Resident understands and agrees to abide by the standards of conduct, policies and procedures described in the Plans. Resident agrees that failure to comply with the standards, policies and procedures described in the Plans, including sanctions, may be cause for termination by Residency of this Agreement pursuant to paragraph 13(a). Upon written request to the Clinic, Sponsor or Hospital's Corporate Compliance Officer, Resident may obtain copies of the Plans and any updates thereto.

13. Termination.

(a) Termination With Cause. GMEI may terminate this Agreement and the engagement of Resident immediately, upon the occurrence of any of the following events:

- (i) Any conduct of Resident which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of Clinic, Residency or Hospital.
- (ii) The termination of Resident from the Residency.
- (iii) The loss or suspension of Resident's licenses to practice medicine, dispense or order pharmaceuticals for patient care in Michigan.
- (iv) Resident becomes, for any reason, ineligible for professional liability insurance.
- (v) The conviction of Resident of any crime punishable as a felony.
- (vi) The death of Resident.
- (vii) Resident's failure to comply with Clinic, Sponsor or Hospitals' Corporate Compliance Plan.
- (viii) Unsatisfactory academic or clinical performance by Resident.
- (ix) The provision of false, incorrect, misleading or incomplete information by Resident at any time during the hiring process or during the term of this Agreement.
- (x) Failure of Resident to perform the functions of Resident's job, with or without accommodation.
- (xi) Resident's drug/alcohol screening produces a positive result.
- (xii) Theft
- (xiii) Insubordination
- (xiv) Unprofessional behavior including the use of professional authority to exploit others.
- (xv) A breach by Resident of any provision of this Agreement which is not cured within thirty (30) days after written notice thereof is given by GMEI, Residency, or Hospitals to Resident.

(b) Termination by Resident. In the event, Residency breaches any material term of this Agreement, then Resident may terminate this Agreement upon not less than thirty (30) days' written notice, but only if Residency fails to cure the breach within that time.

(c) Termination Grievance and Damages. In the event GMEI terminates this Agreement and Resident's engagement, Resident shall be entitled to a grievance regarding the event of termination as described in paragraph 14.

(d) Reapplication for Employment. In the event GMEI terminates this Agreement and Resident's engagement, Resident understands and agrees that Resident shall not be entitled to reapply for a position during the 2015-2016 academic year. Resident may reapply for a position during the following or any other subsequent academic year.

14. Grievance Procedure. Any dispute arising out of this Agreement or any termination of this Agreement, shall be resolved using the grievance procedure set forth in the Sponsor Graduate Medical Education Committee (GMEC) Manual. The Manual is available in New Innovations, the program's Residency Management Database.

15. Agency. Resident's authority is expressly limited to providing care and treatment to Clinic, Residency and Hospital patients and other duties set forth herein. Except with respect to the care and treatment of Clinic, Residency and Hospital patients, Resident shall have no right or authority to make any contract or otherwise binding promise of any nature whatsoever on behalf of GMEI, Clinic, Residency or Hospitals, whether written or oral. Without limiting the generality of the foregoing, Resident shall not have the right to hire or fire any employees of GMEI, Clinic, Residency, or Hospitals nor shall Resident have the right to bind GMEI, Clinic, Residency, or Hospital to any contract or agreement, borrow funds or incur any charge or liability in the name or on behalf of GMEI, Clinic, Residency, or Hospital or in respect of which GMEI, Clinic, Residency or Hospital may be liable. Clinic, Residency and Hospital shall exercise direction over and give support to Resident in regard to standards, policies, record keeping, treatment and procedures.

16. Arbitration of Disputes. All disputes hereunder that are not settled through the grievance procedure described in the Sponsor GMEC Manual, including but not limited to, claims for breach of this Agreement, claims based on state or federal statutes, including civil rights claims under state and federal law, and claims based on common law, shall be resolved through arbitration. Arbitration shall be conducted according to the Michigan Court Rules and the rules for Resolution of Employment Disputes of the American Arbitration Association ("AAA"). In the event of a conflict between the Michigan Court Rules and AAA Rules, the Michigan Court Rules shall control. Arbitration shall be the parties' sole recourse for resolution of employment disputes arising under this Agreement. The party asserting the claim must initiate the arbitration by filing a written Demand for Arbitration (the "Demand") with both the regional office of AAA and the other party. This Demand shall be filed within one hundred eighty (180) days of the date the claim accrued or the claim shall be forever barred. GMEI shall select one (1) arbitrator, Resident shall select a second arbitrator, and a third neutral arbitrator shall be selected by the two (2) arbitrators appointed by GMEI and Resident (collectively "arbitrator"). The arbitration shall be conducted in Ingham County, Michigan. Both parties shall have the right to legal counsel and reasonable discovery. Both parties shall bear equally the cost of AAA's filing fee. The arbitrator however, shall have the authority to grant any remedy or relief that would have been available to the parties had the matter been heard in court, including the allocation of fees. The arbitrator's award shall be final and binding upon GMEI and Resident and a judgment of the Michigan Circuit Court or the United States District Court may be rendered thereon. Judicial review shall not be permitted, unless allowed by Michigan law.

17. Notices. All notices under this Agreement shall be given in writing. Notice may be served on Resident either personally or by certified mail, return receipt requested, at Resident's last-known address. Notice to GMEI may be served on the Executive Director personally or by certified mail, return receipt requested, at GMEI's address at 124 West Fee Hall, East Lansing, Michigan 48824.

18. Assignment. Resident agrees that the Resident shall not assign, transfer, or convey, pledge or encumber this Agreement or Resident's right or title herein; this Agreement being intended to secure the personal services of Resident. Except in the case of a merger, or the sale of all, or substantially all, of GMEI, GMEI agrees that it shall not assign, transfer, or convey, pledge, or encumber this Agreement except upon the mutual consent of both parties. GMEI shall give the Resident ninety (90) days' prior written notice of such an assignment.

19. Entire Agreement. This Agreement supersedes all prior discussions and negotiations between the parties hereto with respect to the subject matter hereof and constitutes the entire Agreement between the parties with respect to the subject matter hereof. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect with respect to the subject matter hereof. This Agreement may not be amended unless the amendment is in writing and is signed by both parties.

20. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof. A waiver shall be effective only if in writing. Failure to enforce any provision of this Agreement shall not preclude enforcement of such provision thereafter so long as the breach or violation of such provision shall continue.

21. Severability. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence should be found to be illegal, unenforceable, or overbroad, for any reason, then such word, phrase, clause or sentence shall be modified or deleted in such a manner as to afford GMEI, Residency and Hospitals the fullest protection commensurate with making this Agreement as modified, legal and enforceable under applicable laws and the balance of this Agreement or part thereof shall not be affected thereby, the balance being construed as severable and independent.

22. Benefit. This Agreement shall bind and benefit the parties and their respective legal representatives, executors, successors and assigns.

23. Non-discrimination. In connection with the performance of services under this Agreement, the parties agree to comply with the provisions of the Elliott-Larsen Civil Rights Act, PA 453 of 1976, as amended, the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and specifically agree not to discriminate against any patient on the basis of age, sex, sexual orientation, race, creed, color, religion, national origin, handicap, health status, ability to pay or participation in a prepaid health care plan, publicly funded plan or any other health insurance carrier. GMEI agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, or because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

24. Financial Relationship Records. This Agreement is incorporated into the master list of physician financial relationships maintained by GMEI, the Hospitals, and the Residency Program Sponsor and their wholly owned subsidiaries and is available upon request for review by representatives of any state of federal regulatory agency pursuant to applicable laws and regulations.

25. Construction. This Agreement has been executed in the state of Michigan and shall be construed in accordance with laws of the state of Michigan.

26. Modification to Form Resident Employment Agreement. The parties acknowledge and agree that GMEI desires to establish and maintain standard contract terms for all employment arrangements governing residents. Resident hereby agrees to cooperate with GMEI in furtherance of this objective by agreeing that, except in the case of Resident-specific terms expressly approved by GMEI and included in this Agreement, GMEI shall use a uniform employment agreement form for the establishment and maintenance of employment relationships with all employed residents, and Resident, therefore agrees that Resident shall not be required to sign any such amendment hereto that applies in a uniform manner to all employed residents in order for the amendment(s) to be binding on Resident and GMEI.

27. Work Authorization Requirements. At all times during the term of this Agreement as applicable, Resident will cooperate with Hospital in maintaining continued work authorization in H-1B, J-1, F-1 or other legal status. Hospital will not sponsor Resident for permanent residence status during the term if this Agreement. All representations made by Hospital or Resident in connection with any immigrant petition shall not constitute a separate employment contract or modify the terms of this Agreement. Hospital's immigration attorneys and in-house legal counsel shall file Resident's H-1B or other immigration petition and any renewals thereof during the term of this Agreement. Hospital shall pay for only those fees and expenses an employer is legally mandated to pay on behalf of Resident. All other fees and expenses, including without limitation, any expedited filing fees or costs and expenses for Resident's family members, are solely the responsibility of Resident.

[Remainder of Page left intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth below.

RESIDENCY PROGRAM:

Dated: _____

By: _____

Alyse Folino Ley, DO
Program Director

GMEI:

Dated: _____

By: _____

Diane Sanders
Executive Director

MSU COM:

Dated: _____

By: _____

Kari Hortos, DO, FACOI, FAODME

MSU CHM:

Dated: _____

By: _____

Randolph Pearson, MD
Assistant Dean for Graduate Medical Education, MSU-CHM

RESIDENT:

Dated: _____



EXHIBIT A
RESIDENT/FELLOW BENEFITS SUMMARY
2015 -2016

This is a brief description of the benefits provided by Graduate Medical Education Inc (GMEI). This summary is intended only to provide an overview. Trainee benefit plans are reviewed at least annually and changes may be mandated by governmental regulation or may be desirable from the GMEI's standpoint. GMEI reserves the right to add, terminate, alter or replace the various benefit programs.

Resident/Subspecialty Resident Stipend

Residents and Subspecialty Residents are paid a stipend, as specified in their contract, which is payable in biweekly installments.

Residents		Subspecialty Residents	
Stipend Level 1	\$48,500	Stipend Level 5	\$54,000
Stipend Level 2	\$49,500	Stipend Level 6	\$56,000
Stipend Level 3	\$50,500	Stipend Level 7	\$58,000
Stipend Level 4	\$52,500		

Other Financial Benefits

- A. Continuing Medical Education (CME)** – Residents receive \$1000 annually for continuing medical education for each year of their residency.
- B. Vacation** – Resident is entitled to vacation and needs to contact their residency office for the specifics. The scheduling of such vacation shall not interfere with Resident's educational process and shall be acceptable to his/her Residency Program Director.
- C. Personal Loans** - Personal Loans may be arranged by contacting GMEI. Advance loans, up to \$500, prior to the actual starting date (for moving, etc.) may be arranged as a payroll deduction. Requests for such loans are made through the GMEI office.
- D. Duty Hours and Time Off** - In order for a Resident to achieve optimal educational benefit and patients to achieve optimum patient care, a variety of duty hours are necessary. The hours of duty and responsibilities of Residents will be determined by the Residency Programs in conformance with standards set by Accrediting Agencies, specialty guidelines, and high standards for the specialty care patients. All duty hours shall be documented in New Innovations. Resident agrees to limit duty hours, including in-house call, to 80 hours per week, averaged over a four-week period. All Residents must have at least one 24 hour day out of seven days, on average, free of all patient care responsibilities, and should be on call no more than every third night when averaged over a four week period. A Resident must report any violations of duty hour rules to his/her Program Director. Time off for any reason must receive prior approval of the Residency Director. Residents must be responsible for understanding the accreditation; graduation licensing and board eligibility may all be affected by Leaves of Absence from a Residency Program. If there is any doubt about the effects of a Leave of Absence on graduation, accreditation, licensing, or board eligibility, the Resident is responsible for obtaining written clarification prior to taking the Leave of Absence. The Program Director may provide guidance and assistance.
- E. Family and Medical Leave** – Residents are eligible to take up to 12 work weeks (or a 12 week equivalent in certain circumstances) of Family & Medical Leave provided the Resident has been employed by GMEI for at least one year prior to requesting the leave, and has worked for at least 1,250 hours over the previous twelve months. Residents will not receive stipends while on such leave.
- F. Holidays** – Residents must refer to their residency manual for the listing of paid holidays.
- G. Military Service Leave** - Military service leave is allowed without pay consistent with Human Resources policy. Arrangements for a military service leave should be made through the Program Director with approval by the Director of Medical Education.

Insurance

- A. Professional Liability Insurance** – Participating Hospitals or GMEI provide Residents with professional liability insurance coverage which provides legal defense and protection against awards from claims for alleged acts or omission of the Residents provided these acts or omissions are within the scope of the Residency Education Program, regardless of when the claim is reported or filed. **Participating Hospitals and GMEI provide no insurance coverage of any kind for legal defense or liability awards incurred as a result of moonlighting activities.** The Hospitals and the Residents agree to cooperate fully with the insurance company in the handling of any professional liability claim. Failure on the part of a Resident to cooperate in the defense of a claim may result in a loss of insurance coverage.
- B. Health Insurance** – Residents and their immediate family are eligible for Health Insurance. Health Insurance coverage is effective the first day of the Resident’s residency start date. These insurance programs provide coverage for inpatient and outpatient medical, psychological, and consulting services. Proof of dependent eligibility for insurance must be provided upon request which could include such items as a Marriage or Birth Certificate.
- C. Disability Insurance** – Long-term disability insurance is provided to protect the Resident’s income in the event of a disabling illness or injury and is available to all Active Full-time Employees working at least 40 hours per week. Coverage is 60% of your predisability monthly earnings with a maximum monthly benefit of \$5000 beginning the 90th day following a disabling illness or injury until the end of disability or age 65, whichever occurs first.
- D. Life Insurance** – Term life insurance is provided for the Resident. The Coverage amount is \$75,000.
- E. Dental Insurance** – Dental insurance is provided for both preventive and diagnostic services for Resident and dependents. The insurance is effective the first day of the Resident’s residency start date. Proof of dependent eligibility for insurance must be provided upon request which could include such items as a Marriage or Birth Certificate.

EXHIBIT B



Graduate Medical Education, Inc (GMEI) Job Description

Job Title: Resident/Fellow	Date: 1/1/2014
Reports to: Program Director	Weekly Hrs: 40 hrs/week
	Overtime Status: Exempt
Department: All Programs/GMEI Central Office	Prepared by: Diane Sanders

Position Overview:

The Graduate Medical Education, Inc. Consortium provides employment for training, in association and cooperation with its affiliated participating sponsoring institutions, in graduate medical education programs that meet the standards established by the Accreditation Council for Graduate Medical Education (ACGME) and American Osteopathic Association (AOA) and its Residency Review Committees.

Principal Duties and Responsibilities (Essential Functions):

This job description is intended to cover the minimum essential duties assigned on a regular basis. Employees may be asked to perform additional duties as assigned by their Supervisors. Leadership has the right to alter or modify duties of the position.

- Participate in the clinical evaluation and care of patients in a variety of patient care settings with sufficient frequency to achieve the competencies required by their discipline under the direct supervision of the attending staff. Residents may write orders and progress notes in patient charts, although attending physicians retain responsibility for the care of patients seen by residents and must review the care of their patients.
- Perform procedures, which are specified by each program director, under the direct supervision of the attending physician. Resident may only perform those procedures for which the attending physician has privileges. Once the resident has performed the appropriate number of procedures in a competent fashion, the program director will provide notification that the resident is eligible to be certified to perform the procedure without direct supervision.
- Assume progressive responsibility for patient care activities according to resident's level of education, ability and experience. The program director and the attending staff will determine the resident's level of responsibility and autonomy.
- Communicate effectively with their supervising attending regarding the findings of their evaluation, physical examination, interpretation of diagnostic tests, and intended interventions on a continuous basis.
- Participate fully in the educational and scholarly activities of the program and, as required, assume responsibility for teaching and supervising other residents and students.
- Participate in appropriate institutional committees and councils whose actions affect their education and/or patient care including, but not limited to quality assurance and quality improvement activities.
- Develop a personal program of learning to foster continued professional growth with guidance from the teaching staff.
- Abide by all policies and procedures, including the provisions of the GMEI Employee Handbook, Sponsoring Institution's GMEC Policy and Procedure Manual, the residency training programs and the regulations of any affiliated institution to which the resident may be assigned.

Supervision Received:

Direct Supervision is provided by the attending Staff.

Supervision Exercised:

No direct reports. May monitor the work of Medical Students or other Residents.

Physical Aspects of this Position:

Factors		Not Applicable	Rare	Occasionally	Frequently	Constantly
Presents in The Role		0%	1%-5%	6%-33%	34%-66%	67%+
Unassisted Lifting	0-10 lbs.		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	11-30 lbs.		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	31-50 lbs.		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Sitting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Carrying	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Pushing / Pulling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Bending / Twisting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Grasping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Kneeling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Crouching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Climbing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Reaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>