

**GRADUATE MEDICAL EDUCATION  
RESIDENT EMPLOYMENT AGREEMENT**

THIS GRADUATE MEDICAL EDUCATION RESIDENT EMPLOYMENT AGREEMENT (the “Agreement”), effective <<EffectiveDate>>, is between Fairfield Medical Center (“Hospital”), an Ohio nonprofit corporation, and <<FirstName>> <<LastName>>, <<Credentials>> (“Resident”), an individual.

**RECITALS**

**WHEREAS**, Resident is a graduate of an accredited US or Canadian Osteopathic or Allopathic (or an ECFMG certified medical school outside the US and Canada) medical school who has been accepted for enrollment in an advanced osteopathic graduate medical training program (“Program”) in <<Program>> of the Hospital;

**WHEREAS**, the Program is sponsored by Hospital which is an institution engaged in providing medical care services, and institutions offering programs in graduate medical education must assume responsibility for the educational validity of all such programs;

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

**WHEREAS**, satisfactory completion of each year of graduate medical education is necessary for the receipt of diploma or advancement to the next level of the graduate medical education program; and advancement to PGY-3 is contingent upon successful completion of the COMLEX USA-3 or the USMLE Step 3 no later than six months into Resident’s PGY-2 year;

**WHEREAS**, the activities of Resident in the Program are delineated by the Accreditation Council of Graduate Medical Education (“ACGME”). Successful completion of the Program will fulfill the residency requirements for the respective specialty board certification exams; and

**WHEREAS**, excellence in patient care must not be compromised or jeopardized by the needs and prerogatives of the Program, nor should the educational mission be compromised by an excessive reliance on the Resident to fulfill institutional service obligations.

**NOW, THEREFORE**, in consideration of the above promises and for valuable consideration, it is mutually understood and agreed by the parties that the following terms and conditions will govern the operation of the Program:

1. **Program Description** (Intended 3-year program; provided, however, that successful completion of each year is required to advance to the next year, and Resident is required to execute a new contract with Hospital for each PGY year)

(a) Duration of This Contract: The term of this Agreement begins on **<<TermDate>>** (“Term”). Prior to end of the Term, the Hospital and Resident may agree to extend the Term for an additional month(s) (“Extended Term”); provided that the extension is in writing, specifically refers to this Agreement, and is signed by both the Hospital and the Resident.

(b) Graduate Medical Education Specialty: **<<Program>>**

(c) Level of Training: **PGY 1**

2. **Educational Support**

(a) Annual Stipend Rate. Hospital will pay Resident an annual stipend of **\$60,000.00** less applicable taxes and deductions, which will be paid in bi-weekly installments and in accordance with Hospital’s standard payroll practices.

3. **Benefits**

(a) In General. **Addendum A** sets forth the only benefit plans to be provided to Resident by Hospital during the Term/Extended Term of this Agreement. Several of such benefit plans are specifically discussed in sub-paragraphs (b), (c), and (d) of this Section and those plans are presently administered as set forth in those subparagraphs. Hospital may modify, discontinue, or terminate, at any time and at Hospital’s sole discretion, any employee benefit plan provided to Residents, to the extent permitted by the terms of such plan, and will not be required to compensate Resident for such modification, discontinuance, or termination. In providing the employee fringe benefits under this Section, Hospital may determine that the payment for any and all of such employee fringe benefits shall be taken from the pre-tax salary of Resident to the extent permissible under applicable law and authorized by the Resident in writing.

(b) Paid Time Off (“PTO”). Residents receive the allowable PTO of twenty (20) days per residency year. PTO includes holidays, vacation, sick days, and personal days (including bereavement leave and job interviews). Any additional time off (not covered by the Family and Medical Leave Act of 1993 (“FMLA”)) will be unpaid and may require extension of the

program. Scheduled PTO is subject to approval of the supervising physician, Program Director, and Director of Medical Education. No unused PTO will be paid out at the end of the academic year or carried over to the next academic year. When it is anticipated that an extended leave is necessary for medical or personal reasons, with the Program Director's permission, Resident may use remaining PTO time. Resident should make every reasonable effort to obtain pre-approval for PTO from the Program Director at least six (6) weeks prior to any elective PTO.

- (c) Unpaid Leave/FMLA. Once Resident has satisfied the eligibility requirements, Resident is entitled to benefits under Hospital's FMLA policy), as such policy may be amended from time to time, during the Term or Extended Term. Other medical or personal unpaid leave may be granted with the approval of the Program Director, consistent with applicable Hospital policy, if any, only after Resident has exhausted all of his/her PTO/FMLA benefits. Makeup time and/or a repeat of training is determined by the Program Director in accordance with the specialty affiliate standards.
- (d) Professional Liability Insurance. The Hospital agrees to, at its expense, provide professional liability insurance coverage for the Resident for authorized services within the teaching programs, which the Resident performs as part of the formal teaching program to which the Resident is assigned, for the duration of his/her training. Such coverage will provide legal defense and protection against awards from claims reported or filed during or after the completion of the Program, if, and only if, the alleged acts or omissions of the Resident are within the scope of the Program. Such coverage shall be in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate during the term of the Program. The coverage shall be on a claims-made basis. The professional liability insurance provided by the Hospital will terminate upon termination or expiration of this Agreement or Resident's completion of the Program, whichever occurs first. If extended reporting period professional liability insurance ("Tail Insurance Policy") is required to assure coverage is maintained for claims arising from occurrences prior to termination or expiration of this Agreement or the Program, the Hospital will pay for the Tail Insurance Policy in full.

#### **4. Hospital's Obligations**

- (a) Representations and Warranties. Hospital represents and warrants to Resident that: (1) the primary purpose of the Program is educational; (2) the Program is accredited by ACGME; (3) the Program meets all applicable Ohio license requirements; and (4) it will designate a Program Director and his/her designee to serve as the person(s)

responsible for the implementation of this Agreement and who will be responsible for the overall supervision and training of Resident.

- (b) Graduate Medical Education Policies and Procedures Manual. Hospital will provide Resident with access to the Graduate Medical Education Policies and Procedures Manual that governs all aspects of the Program other than as provided in this Agreement.
- (c) Environment of Training. Hospital will provide a suitable environment for Program training consistent with the standards adopted by ACGME in the Institutional Requirements and Common Program Requirements.
- (d) Resident Involvement. Hospital will provide Resident the opportunity to participate in areas of concern for patient care through appropriate Hospital councils or committees
- (e) Quality Improvement and Risk Management Activities. Hospital will provide Resident the opportunity to participate in and cooperate with Hospital's quality improvement/risk management activities as directed by the Program Director or the Director of Risk Management.
- (f) On-Call Rooms/Dress Code. Hospital will provide on-call rooms for Residents. Hospital shall provide Residents with a lab coat as set forth in **Addendum A**. Resident will be subject to the dress code described in the Graduate Medical Education Policies and Procedures Manual and in the dress code policy distributed by Hospital to all Residents.
- (g) Impairment and Substance Abuse Education. Hospital will provide Resident with an educational program regarding physician impairment, including substance abuse. Hospital will inform Resident of, and make available, Hospital's written policies, including the Hospital's Impairment Policy for handling physician impairment, including impairment related to substance abuse.
- (h) Sexual Harassment Policy. Hospital has established a policy not to permit or condone remarks and/or activity concerning unwelcome sexual advances, requests for sexual favors, or any other conduct of a sexual nature. Hospital's Harassment Policy, which will be made available to Resident, defines and prohibits sexual harassment and sets forth a protocol whereby complaints of sexual harassment and exploitation may be addressed in a manner consistent with the law. Such policy on sexual harassment may be changed by Hospital from time to time.
- (i) Hospital-Sponsored Counseling. Hospital provides its employees, including Residents, access to participation in its sponsored counseling, medical, psychological, and other support services on a confidential

basis, including matters relative to impairment. These employee assistance services are described in Hospital policy, a copy of which will be made available to Resident, which sets forth the various forms of employee assistance provided by Hospital. Such policy may be changed by Hospital from time to time, as it deems appropriate.

- (j) Statement of Equal Opportunity. Hospital complies with the applicable provisions of Title VII of the Federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, and any other applicable federal, state or local employment laws.
- (k) Other Hospital Policies may apply to Resident if listed in **Addendum A** and/or **Addendum B**.

## 5. Resident's Obligations

- (a) Pre-Program Documentation. As a condition precedent to the validity of this Agreement, Resident shall provide to Hospital evidence, satisfactory to the Hospital, of the following: (1) medical school diploma; (2) medical school transcripts; (3) proof of ability to lawfully work in the United States during the Term or Extended Term of the Agreement; (4) immunizations; and (5) proof of appropriate State of Ohio medical licensure, including, at minimum, an Ohio medical training certificate, which shall be maintained by Resident, in full and without limitation, throughout the Term/Extended Term.
- (b) Work Hours. Hospital is responsible for promoting patient safety and education through carefully constructed work hour assignments and faculty availability. Hospital and Resident will abide by all ACGME requirements regarding work hours and the work environment for Resident as applicable.
- (c) Assignments/Rotations. Assignments and rotations will be carried out by Resident as defined by the Director of Medical Education or Designated Institutional Officer and the Program Director under the guidelines of the ACGME. Required texts and supplemental educational material deemed necessary by the Program Director will be the responsibility of the Resident.
- (d) Housing. Personal housing must be obtained and fully paid for by the Resident.

- (e) ACGME Core Competencies. Resident shall demonstrate progressive mastery of competencies in the following areas: patient care; interpersonal and communication skills; medical knowledge; practice-based learning and improvement; systems-based practice; professionalism; and osteopathic principles and practices.
- (f) Standards and Expectations. Resident will abide by all applicable statutes and administrative rules of the State of Ohio and federal and local governments relating to the practice of medicine. Resident must comply in all of his/her activities under the Program in compliance with the ACGME requirements and comply with Hospital's expectations that include, but are not limited to, the following:
  - (1) Residents must strive for excellence in all aspects of patient care. This means that Resident maintains a professional demeanor and conduct both in direct patient care and in communication with family members, faculty, and Hospital staff.
  - (2) Residents should encourage and maintain an environment of courteous respect and collaboration, acknowledging the skills of other members of the healthcare team. The demonstration of attitudes and actions contrary to this would be detrimental to the educational program and are unacceptable.
  - (3) Discussion of a patient's clinical issues should be conducted away from direct patient care areas to protect patient confidentiality. Discussions in hallways or any other place within the hearing of others is unacceptable.
  - (4) No Resident should leave patients under his/her care unattended; mistreat or misuse confidential information; or release confidential information to unauthorized persons. Unauthorized access to information in any of Hospital's computer systems is grounds for termination.
- (g) Quality Improvement/Risk Management Activities. Resident agrees to participate and cooperate in Hospital's quality improvement/risk management activities as directed by the Program Director and to provide such statistical information as may be required to fulfill the quality improvement/risk management efforts of Hospital.
- (h) Continuation and/or Promotion in the Program. Continuation and/or Promotion in the Program are contingent upon satisfactory academic and professional performance by Resident. 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, each Resident should expect to review his/her performance with the Program Director (or designee) at least once during the academic year or as otherwise required by ACGME.

Any makeup time must be completed at the end of the contracted year and/or before promotion to the next level of training. A Resident receiving an inadequate evaluation may be required to repeat the rotation/assignment to obtain approval for certification by the Program Director.

- (i) Graduation from Program. A certification of graduation from the Program is contingent upon Resident having (a) completed – on or before the date of completion – all necessary assignments, logs, medical records; (b) returned all Hospital property; and (c) settled all financial obligations owing to the Hospital.
- (j) Medical Records. Resident must comply with all Hospital, Program, and Medical Staff policies regarding the completion of medical records. A medical record not completed within the time specified in the guidelines is delinquent. Resident will be subject to suspension from the Program for having three (3) or more delinquent medical records. Time suspended must be made up by the Resident to complete the program.
- (k) Compliance with Laws, Regulations, Accreditation. Resident acknowledges that Hospital has certain obligations in connection with applicable laws, regulations, and accreditation standards. Resident further acknowledges that Hospital from time to time may adopt policies, procedures, and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards. Resident agrees to (i) comply with all applicable federal, state, and local laws, rules, and regulations relating to the Program and Resident's services to Hospital hereunder, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the federal False Claims Act, and the federal Anti-Kickback Statute, all as amended and supplemented from time to time; and (ii) cooperate fully with Hospital in its compliance with all applicable laws, regulations, and accreditation standards, as may be enacted or amended from time to time, and with all implementing policies, procedures, and/or documentation requirements now in existence, or as may be adopted or amended by Hospital from time to time.
- (l) Compliance with Hospital Policies.

- (1) Unless contradicted by the specific language in this Agreement, Resident will comply with all policies applicable to Hospital's exempt employees, as they may be amended from time to time, including, but not limited to, the requirement that a Resident must complete an employee physical examination prior to beginning employment.
  - (2) Resident is subject to Hospital's policy pertaining to employee drug screening, as such policy may be amended from time to time. Failure to pass drug screening pursuant to the provisions of the Hospital policy will result in not hiring Resident or the termination of Resident's employment. The results of a positive drug screen will be subject to applicable legal reporting requirements, including any reporting requirements of the Ohio State Medical Board.
  - (3) Unless contradicted by the specific language in this Agreement, Resident will honor and abide by all other approved and published policies and procedures of Hospital, which set a performance standard and/or expectation as to employee conduct, as may be adopted or amended from time to time.
  - (4) Resident will conduct himself/herself in a professional manner consistent with Hospital's standards.
  - (5) Resident acknowledges that it is the express policy of Hospital to prohibit discrimination on the basis of race, color, sex, religion or national origin, and any other protected class under applicable law.
  - (6) Resident will not provide any services at Hospital that contravene the healthcare policies of Hospital as expressed in Hospital and Medical Staff Bylaws and Rules and Regulations.
- (m) Development of Program Study. Resident will 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. Further, Resident will participate in safe, effective, evidence-based medicine and provide high quality and compassionate patient care under supervision, commensurate with the Resident's level of advancement and responsibility.
- (n) Participation in Hospital Committees and Conferences. Upon the direction of the Program Director, Resident will participate in Hospital



committees and/or meetings of the Medical Staff, especially those that relate to patient care review activities.

- (o) Participation in Educational Activities. Resident will participate fully in the educational activities of the Program and, as appropriate, assume responsibility for teaching and supervising medical students.
- (p) Cost Containment. Resident will use his/her best efforts to apply appropriate cost containment measures in the provision of patient care.
- (q) Notification.
  - (1) Resident will immediately notify the Program Director in the event Resident becomes aware of any circumstance that may cause Hospital or any participating hospital or healthcare facility site to be noncompliant with any federal, state, or local laws, rules, or regulations, or the standards of any accrediting bodies to which such entities may be subject.
  - (2) Resident is hereby obligated to immediately notify Hospital in writing in the event: (a) Resident is investigated, disciplined, reprimanded, sanctioned, or barred from participation by any government agency, or any health care facility, managed care entity, or other similar third party; (b) the suspension, revocation, limitation of participation, or debarment of Resident in any state or federally funded health care program, including, but not limited to, Medicare and/or Medicaid; (c) Resident becomes the subject of any health care facility, professional society, licensing board, federal, state, or local authority claim, investigation, action, or threatened action allegedly arising from any act or omission of Resident; (d) Resident is disciplined or has a professional license limited in any way by a state licensing board or any other applicable licensing authority or professional society; (e) upon discovery of any claim, demand, or legal action related to the Resident's services or involvement in the Program; (f) of any real and/or apparent conflicts of interest that may arise between Resident and Hospital; (g) Resident's professional licensure that is otherwise required to participate in the Program is suspended, revoked, terminated, or limited in any way; or (h) Resident is arrested, charged, indicted, or convicted of any felony, drug-related crime, crime involving moral turpitude or immoral conduct, or crime involving health care fraud or abuse, or Resident has otherwise engaged in activity that constitutes any such crime(s).

## 6. Moonlighting Activities

Moonlighting is defined as extra, compensated work that Resident performs outside of his/her duties under the Program. Moonlighting privileges are restricted to PGY-2 and PGY-3 Residents, and then only at the sole discretion of the Program Director. All moonlighting must be within the total hours allowed under the requirements of ACGME guidelines which state as follows:

- (a) Resident's clinical and educational work schedules must not exceed 80 hours per week averaged over a four-week period.
- (b) Clinical and educational work periods should not exceed twenty-four (24) consecutive hours.
- (c) One (1) twenty-four (24) hour period of scheduled nonworking time every week (when averaged over four (4) weeks) must be provided.
- (d) Resident must have eight (8) hours of nonworking time between scheduled clinical work and education periods.

## 7. Grievance and Due Process

- (a) Dispute Resolution. Except in the case of (i) any actions taken or proposed to be taken to suspend or dismiss, or to not promote or renew the appointment of Resident; or (ii) any allegation that Hospital or the Program failed to comply with ACGME requirements, the parties agree that, prior to resorting to litigation or other legal recourse (except that a party may file but not prosecute a complaint to preserve the statute of limitations), for any disputes between the parties in connection with their rights and obligations under this Agreement, the parties shall attempt in good faith to settle without resorting to litigation in court. Upon the request of either party in writing, the dispute shall first be submitted to mediation for resolution with a mediator to be chosen by mutual agreement of the parties. Within thirty (30) days of the date of a party's written request for mediation, mediation shall be scheduled for a mutually agreeable date in City of Lancaster, Fairfield County, Ohio. Each party shall bear its own attorney fees for the mediation and shall split any other costs and expenses of the mediation equally. If the parties are in good faith unable to agree upon the selection of a mediator within thirty (30) days, or unable to have the matter mediated within sixty (60) days of the selection of a mediator, then either party may go forward with legal proceedings.
- (b) Actions by Hospital. All actions by Hospital regarding informal remediation, formal remediation, suspension (other than as provided in Section 8(a)), probation, or other disciplinary process shall follow the

process as set forth in the Graduate Medical Education Policies and Procedures Manual.

- (c) Actions by Resident. All actions by Resident regarding grievances or other dispute with Hospital or other residents shall follow the process as set forth in the Graduate Medical Education Policies and Procedures Manual.

## 8. Termination

- (a) Termination by Hospital: Hospital may terminate this Agreement immediately for any of the following actions by Resident:
  - (1) The material omission of any information requested by the Hospital as part of employment application process or the entrance requirements of the Program, or falsification of any information supplied to Hospital by Resident as part of the entrance requirements of the Program, or knowingly giving false information or assisting others in doing so.
  - (2) Failure to meet academic and/or professional expectations despite attempts to remedy.
  - (3) Failure to pass drug screening pursuant to the provisions of the Hospital policy.
  - (4) A breach of the terms of this Agreement, or any representation and warranty contained herein, by Resident.
  - (5) Serious neglect of duty or violation of Hospital rules, regulations or policies.
  - (6) Conviction of a crime which the Program Director determines is in conflict with the standards of the Program.
  - (7) Conduct that is clearly prejudicial to the best interest of Hospital.
  - (8) Unapproved absence from the Program.
  - (9) A failure of Resident to satisfy his/her obligations under Section 5 of this Agreement.
  - (10) Any matter occurs for which Resident is obligated to notify Hospital pursuant to Section 5(q)(2).

If the Program Director determines that grounds exist to terminate this Agreement, he/she is authorized to do so subject to the hearing and

review procedure for Residents as set forth in the Graduate Medical Education Policies and Procedures Manual. Notice of termination will be in writing to Resident.

- (b) Termination of Agreement by Resident. Resident may terminate this Agreement upon sixty (60) days written notice. Upon receipt of such notice, Hospital may elect to terminate Resident immediately and waive such notice period. In such an event, the Agreement will terminate immediately, and Resident's services for Hospital will terminate effective immediately.
- (c) Mutual Agreement. This Agreement may be terminated at any time by mutual agreement of the parties, reduced to writing and signed by both parties.
- (d) For Disability. Hospital, by written notice to Resident, may terminate this Agreement during the incapacity of Resident due to illness or injury, at any time after the continuation of such incapacity for more than sixty (60) days, or upon exhaustion of any leave to which Resident is entitled during such incapacity under Hospital's FMLA policy, whichever occurs at a later time, if Resident is unable to perform the essential functions of Resident's job with or without a reasonable accommodation.
- (e) Nonrenewal of Agreement. In instances where a Resident's Agreement is not going to be renewed, the Program will provide the Resident with a written notice of intent not to renew no later than three (3) months prior to the end of the Resident's current Agreement. However, if the primary reason(s) for the non-renewal occurs within the three (3) months prior to the end of the Agreement, Program will provide the Resident with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the Agreement.
- (f) Program Closure. In the event the Program is closed or there is a reduction in the total number of residents in the Program, Hospital will use its best efforts to allow Resident to complete the Program at Hospital. In the event that continuation of the Program is not possible, Hospital will utilize its best efforts to transfer Resident to a comparable ACGME program.

## **9. General Provisions**

- (a) In compliance with the provisions of 42 U.S.C. § 1395 X(v)(1)(i) and 42 C.F.R. § 420.300 *et. seq.*, Resident agrees to make available upon the written request of the Secretary of the Department of Health and Human Services or of the Comptroller General or any of their duly

authorized representatives, this Agreement and any other books, records and documents that are necessary to certify to the above named the nature and extent of costs incurred by Hospital for services furnished by Resident for which payment may be made under Medicare, Medicaid or other reimbursement programs. The obligation of Resident to make records will extend for four (4) years after the finishing of such services according to this Agreement. In the event of a request by the Secretary or Comptroller General for access, Resident agrees to immediately notify and consult with Hospital concerning the response that will be made to such request.

- (b) Resident represents and warrants to Hospital that Resident is free to enter into this Agreement and has never (i) been subject to any formal action or disciplinary proceeding before any state or professional board; (ii) had a professional license revoked, limited, suspended, or denied, either voluntarily or involuntarily; (iii) been subject to any formal action or disciplinary proceeding before any governmental or administrative authority or board; (iv) been convicted of health care fraud or a health care related crime; (v) been suspended, sanctioned, restricted, or excluded from participating in any private, federal, or state health insurance program (including Medicare and Medicaid); and (vi) entered into any agreements in conflict with this Agreement, including any employment, non-compete, or similar agreement.
- (c) No provision of this Agreement will be construed in any manner whatsoever as an assurance of or guarantee of initial appointment to Hospital's medical staff or grant of clinical privileges during or at termination of training.
- (d) Hospital expressly acknowledges its obligations as a provider of healthcare and as an educational institution to maintain as confidential the records of Resident. These records may be delivered to other healthcare treatment institutions or prospective employers only upon written request to Hospital by Resident in such form as designated by Hospital. Records will be furnished to appropriate government agencies as required by law. Documents to be transmitted will be marked "Confidential."
- (e) The rights and obligations of Hospital under this Agreement will inure to the benefit and be binding upon the successors and assigns of Hospital. Resident 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.

- (f) 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.
- (g) During the Program, Resident may have access to Confidential Information belonging to Hospital and/or its affiliates. "Confidential Information" includes, but is not limited to, with respect to Hospital and its affiliates: (i) programs, policies, trade secrets, patient lists, patient programs, patient charts, records, files, documents computer data; and (ii) information relating to business processes and practices, financial and billing matters, techniques, employees, programming and formatting information, trade "know how", third party and other contacts, pricing policies, operational methods, marketing plans or strategies, business acquisition plans, new personnel acquisition plans, technical processes, and other information of any kind that Resident has access to during the Program. Resident shall not disclose Confidential Information to any person or entity or use Confidential Information other than in the course of performing Resident's duties under the Program without Hospital's prior written consent.
- (h) Upon termination or expiration of this Agreement, Resident shall deliver to Hospital all records and other property of Hospital or its affiliates, including, without limitation, patient lists, records and charts, reports, data, memoranda, notes, models, keys and identification badges, pagers, personal digital assistants, and equipment of any nature that are in Resident's possession or under Resident's control which were prepared or acquired in the course of Resident's involvement in the Program.
- (i) This Agreement, and any addenda incorporated herein, may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Additionally, electronic or digital signatures shall be accepted as valid and legally binding.
- (j) This Agreement, and any other agreements entered into contemporaneously herewith between Hospital and Resident, shall constitute the entire understanding between the parties with respect to the subject matter hereof. This Agreement shall control any conflict among the applicable documents. This Agreement supersedes and cancels all prior agreements between the parties whether written, oral or implied.
- (k) Any notice under this Agreement shall be in writing and delivered personally, sent by certified mail, return receipt requested, or by

overnight common courier delivery service, to the address of the party on the records of Hospital.

- (l) No provision hereof may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a continuing waiver or waiver of any other term or provision.
- (m) The provisions of this Agreement are severable. If any provision is deemed invalid or unenforceable by a court of competent jurisdiction, it shall not affect the applicability or validity of any other provision of this Agreement, but rather such provision shall be omitted or amended by the court to the extent necessary to render it valid and enforceable.
- (n) The laws of the State of Ohio shall govern the construction and interpretations of this Agreement. The parties hereby submit to the exclusive jurisdiction of the federal and state courts located in Fairfield County, Ohio to resolve any dispute arising under 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 above.

**RESIDENT:**

\_\_\_\_\_  
<<FirstName>> <<LastName>>, <<Credentials>> Date: \_\_\_\_\_

**HOSPITAL:**

**FAIRFIELD MEDICAL CENTER**

**Designated Institutional Official:**

\_\_\_\_\_  
Troy Hampton, DO, MEM Date: \_\_\_\_\_

**Corporate Compliance Officer:**

\_\_\_\_\_  
Melony Rarick, CHC, CHPC Date: \_\_\_\_\_

**Hospital Administrative Representative:**

\_\_\_\_\_  
John R. Janoso Jr., President & CEO Date: \_\_\_\_\_



**ADDENDUM A**  
**Resident Benefits**  
**Applicable Hospital Policies Not Listed In The Body Of This Agreement**

**Benefit Plans**

Hospital will provide to, or for the benefit of, Resident, and Resident's eligible dependents, the following benefits during the Term/Extended Term of this Agreement:

Participation in the retirement, welfare benefit, and other plans including health, vision, dental, life, and disability insurance made available to the employees of Hospital on the same terms as such other employees participate as detailed in the Hospital's Employee Benefit Guide a copy of which will be provided to Resident at the time of Hospital orientation.

**Lab Coats**

Program will provide two (2) lab coats to the Resident.

**Parking**

Parking is provided to Resident free of charge in the parking garage.

**Resident Responsibility**

Required conference (one in three years)  
Procure laptop & phone (must meet FMC IT requirements)  
Osteopathic Medicine for All Course (Allopathic residents)

**Provided by GME**

Training certificate (\$133.50) – Once  
State of Ohio medical license (\$308.50) – Once  
NEJM Knowledge+ (\$4,920 – includes all IM residents) – Annual  
AFMRD (\$1,200 – includes all FM residents/PD) – Annual  
MKSAP/ACP (\$3,702.60 – includes all IM residents) – Annual  
COMLEX III (\$950) – Once  
Challenger (\$0) – Annual  
Board Exam (\$400) – Once  
POCUS Curriculum Fee  
OMT Board Certification (\$500) – Once  
AOA membership (\$40 for DOs) – Annual  
AMA membership (\$40 for MDs) – Annual  
NCH jacket (FM only) (\$153 PGY1) – Once  
OMM Board review (PGY3 FM only) (\$215) – Once  
AAFP membership (\$40 FM) – Annual  
Epocrates (\$175) – Annual  
Up-to-date (\$0) – Annual  
Critical Care conference IM Interns (\$400) – Once

**Addendum B**  
**Fairfield Medical Center Eligible Osteopathic Resident Attestation**

Having been identified as an osteopathic track resident in the [Family/Internal] Medicine Residency Program at FMC, I attest that I have met the requirements of sufficient preparation as outlined by the “Fairfield Medical Center Osteopathic Resident Eligibility Policy” by demonstration of either, 1) completed training in a COCA-accredited medical school, or 2) completion of the “OMM for All” course offered by Ohio University Heritage College of Osteopathic Medicine (OUHCOM) *and* the completion of video modules provided in the app: “DO-OMT”, available in IOS and Android formats as demonstrated by my initials and signature below:

<b>Manipulation</b>	<b>Anatomy</b>
Articulation	Abdomen & Other
Balanced Ligamentous Tension	Cervical
Chapman’s	Head
Counterstrain	Lower Extremity
Diagnosis	Lumbar
Exercise	Lumbar Spine
Facilitated Positional Release	Pelvis
Functional	Ribs
Functional Technique	Sacrum
HVLA	Thoracic
Inhibitory Pressure	Upper Extremity
Lymphatic	
Muscle Energy	
Myofascial Release	
Soft Tissue	
Still Technique	
Other	

Osteopathic Resident Name: \_\_\_\_\_

Osteopathic Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Addendum for Resident Orientation

During the orientation dates of <<BeginningDate>> - <<EndingDate>> the employee will be in a GME Trainee position. Once the orientation period is over, the employee will be transferred into a Medical Resident position. The hourly rate of pay will be Thirty Dollars and 00/100 (\$30.00) for the GME Trainee position.

### RESIDENT:

\_\_\_\_\_  
<<FirstName>> <<LastName>>, <<Credentials>> Date: \_\_\_\_\_

### HOSPITAL:

**FAIRFIELD MEDICAL CENTER**

\_\_\_\_\_  
John R. Janoso Jr., President & CEO Date: \_\_\_\_\_