

## **AGREEMENT OF APPOINTMENT**

This Agreement (the "Agreement") is entered into by and between \_\_\_\_\_ ("the "Resident") and **ALLEGHENY GENERAL HOSPITAL**, a Pennsylvania nonprofit corporation, located in Pittsburgh, Pennsylvania (the "Hospital"), for the purpose of graduate medical education in \_\_\_\_\_ commencing at the PGY \_\_\_\_\_ level, in consideration of the mutual obligations set forth below, subject to the following:

This Agreement is entered into for the purpose of defining the formal and continuing relationship between the Hospital and the Resident during the Resident's participation in the Hospital's graduate medical education and clinical training program ("the Program") and supersedes any prior agreements for the same purpose and covering the same period of time.

### **1. TERMS OF AGREEMENT**

The Hospital hereby appoints the Resident for a one (1) year term commencing on \_\_\_\_\_ and ending on \_\_\_\_\_. Thereafter, this Agreement shall automatically renew for additional one (1) year terms through Program completion, subject to successful completion of any prior terms and the early termination and non-renewal provisions described herein (the "Term").

### **2. COMPENSATION OF RESIDENT**

The total stipend of the Resident for the PGY level stated above shall be \_\_\_\_\_ to be paid in biweekly installments on the regular payroll of Allegheny General Hospital. Resident is responsible for executing all necessary payroll documentation. The stipend shall be subject to annual increases established by the Hospital contingent upon the Resident's advancement within the Program and renewal of this Agreement.

### **3. BENEFITS**

Labeled at "Exhibit A", attached hereto and incorporated herein by reference as a part of the Agreement, is a copy of the Employee Benefit Summary for Residents and Fellows.

The Summary Plan Description of the individual plans in question contain complete explanations of the benefits included and supersede any description contained in the Agreement of the exhibits hereto. Exhibit A contains information about the following principal benefits and certain other benefits applicable to Residents.

Residents are offered a Flexible Benefit Plan, which includes required benefits or options for:

Medical and Prescription Drug Plan  
Dental Plans  
Group Life and AD&D Insurance  
Professional Liability Insurance  
Short and Long Term Disability Insurance

Other Benefits:

Employee Assistance Program (EAP)  
Reimbursement Accounts - Health and Dependent Care  
Travel Accident Insurance  
Vacation, Medical and Other Leave as provided by Hospital policy. (Note: Paid vacation if any, does not accrue beyond the term of this Agreement and is not paid upon termination of this Agreement.)  
Resident Education Allowance  
Meal Allotments  
Parking

Family, Medical and Other Leaves of Absence shall be granted in accordance with the Family Medical and Leave Act (FMLA") as set forth in the Hospital's policy which is attached hereto and incorporated herein by reference as a part of this Agreement, labeled as "Exhibit B".

The effect, if any, of leave taken on the Resident's advancement is referenced in the Resident Evaluation and Advancement Policy.

No employee, officer or physician of Allegheny General Hospital or the Program is authorized to grant an exception or amendment to the above benefits and the policies related thereto and any verbal statement of exception or amendment is not valid or authorized.

The Resident shall be provided with professional liability insurance, including "tail" insurance when required, for discharge of the Resident's duties under this Agreement with such limits as are required by the Commonwealth of Pennsylvania at the expense of Hospital.

The conditions under which the Resident will be provided living quarters, meals and laundry are set forth in the "On Call" policy.

#### **4. OBLIGATIONS OF RESIDENT**

The Resident agrees to fulfill the requirements and obligations set forth in the Hospital Policies.

The term "Hospital Policies" shall mean and include the Bylaws and Rules and Regulations of Hospital, the Council on Graduate Medical Education, Bylaws and

Rules and Regulations of the Medical Staff, the Department Rules, the Department Policies and Procedures Manual, the Hospital Personnel Policies and Procedures Manual, the Hospital Administrative Policy Manual, the Residents Policy and Procedures Manual, and such other policies, practices, and procedures of Hospital as are from time to time adopted, authorized, or approved.

The Resident also agrees to fulfill the requirements and obligations set forth in the Terms of this Agreement, and all other requirements and obligations set forth or articulated by the Program Director, the applicable Residency Review Committee, the Accreditation Council for Graduate Medical Education, or other accrediting and/or governing entities.

This Agreement is expressly contingent upon the resident providing to Hospital, by no later than forty-five (45) days after issuance of the Agreement, written evidence of the following: a Pennsylvania Graduate Training License; evidence of passing the United States Licensing Exam Step I and Step II, where applicable; a US Social Security number, current J-1 visa, or other valid employment authorization; successful advancement to the PGY level stated above from Resident's current residency program, if applicable, including recommendation from Resident's program director at such program; and such other related documents as the Hospital may reasonably require. Resident shall also be subject to a pre-employment criminal background check as appropriate and consistent with Hospital practice and urinalysis for drug screening purposes and screening for cause thereafter. A confirmed positive drug screen or failure of Resident to meet the conditions precedent stated herein or to provide the information required or otherwise requested by Hospital will result in voiding the contract ab initio or immediate termination of the contract. The Hospital also reserves the right to void the contract if there are positive results on the criminal background check.

## **5. OTHER OBLIGATIONS OF HOSPITAL**

(a) The Hospital agrees to provide an educational program in graduate medical/dental education or graduate clinical training which meets the standards of the "Essentials of Approved Residencies" as adopted by the Accreditation Council for Graduate Medical Education or the Council on Dental Education of the American Dental Association.

(b) The Hospital shall provide the Resident with written guidelines on Hospital Policies regarding sexual harassment and exploitation. These documents, which are part of the Employee Handbook and including the Hospital's Sexual Harassment Policy, will be distributed at the orientation program. In addition, at the orientation program, Hospital shall provide Resident with

written information and an educational program about Hospital's Employee Assistance Program and Fitness for Duty policy and practice applicable to Physician Impairment and Substance Abuse issues. Compliance training will be provided, and is required of all residents.

- (c) The Hospital shall provide the Resident with written guidelines on duty hours and moonlighting designed to promote the Resident's educational goals and learning objectives and facilitate the care of patients. The Hospital shall not require Resident to engage in moonlighting.

Any moonlighting be expressly authorized in writing by the applicable program director, that the Resident shall not be permitted to provide more than eighty (80) hours per week in total professional service time, including duty hours and moonlighting hours, and that the program director be entitled to revoke authorization to moonlight if the program director determines that moonlighting is adversely affecting the Resident's performance within the Program. The Resident shall abide by the terms of such policy. The Resident acknowledges that this appointment is a full-time position, and resident shall not engage in professional activities other than those contemplated by this Agreement without the express consent of the Resident's program director.

## 6. **TERMINATION OF AGREEMENT**

- (a) The Hospital may terminate this Agreement at any time following a breach of any provision of this Agreement or a breach of any of the Hospital Policies, subject to the terms and conditions of the Hospital Policy entitled "Disciplinary Action" set forth in the "Resident Guidelines and Procedures Manual."

- (b) The Hospital shall terminate this Agreement immediately upon the following:

- i. If the Resident has been excluded from participation in Federal Health Care Programs for any reason whatsoever

If this Agreement is terminated under this section, Resident shall not be eligible for rehire by Hospital.

- (c) The Program Director and Designated Institutional Official may terminate this Agreement upon the following:

- i. If the Resident has failed to pass Step III of the United State Medical Licensing Exam (USMLE) by June 30th of the Resident PGY II year

If the Agreement is terminated under this section, Resident will not be eligible for rehire by Hospital.

- (d) This Agreement may be terminated by the Resident upon the failure of the Hospital to provide any of the benefits or programs under paragraphs 3 or 5(a) of this Agreement.

- (e) No termination under paragraph 6(c) may be made without a thirty (30) day written notice to the Hospital.

- (f) This Agreement may be terminated at any time during the Term by mutual agreement of the parties. Such agreement to terminate shall be written and shall be signed by both parties.

**7. PROCEDURAL RIGHTS RELATIVE TO TERMINATION/SUSPENSION**

The process for any such termination/suspension and the rights and obligations of the parties are set forth in Hospital Policies.

**8. GRIEVANCES NOT RELATED TO TERMINATION/SUSPENSION OF RESIDENT**

The process for any such grievance and the rights and obligations of the parties are set forth in Hospital Policies.

**9. NON-RENEWAL OF AGREEMENT**

(a) The Resident understands and acknowledges that this Agreement is subject to automatic renewal on an annual basis and that Resident is entitled to advancement within the Program only if: (i) the Resident receives satisfactory performance evaluations; and (ii) sufficient positions exist for all Residents within the Program.

(b) If the Resident has received satisfactory performance evaluations but sufficient positions do not exist to accommodate the Resident, the Hospital will provide Resident with written notice of non-renewal as far in advance as possible but not less than four (4) months.

(c) The Resident further understands and acknowledges that the Hospital may reduce the size or close the Program, provided that Hospital inform the Resident of such decision as soon as possible and either (i) permit Resident to complete the Program or (ii) assist in the Resident's enrollment in another ACGME-approved program prior to reduction in size or closure.

(d) The Resident further understands and acknowledges that if the Resident has not received satisfactory performance evaluations in the Program, that the Resident is not subject to advancement within the Program, and that this Agreement will not renew. The Hospital will provide to Resident not less than four (4) months notice of non-renewal pursuant to this Section 9(c); provided however, if the primary reason(s) for non-renewal occur(s) within the four (4) month period prior to the commencement of a renewal term, the Hospital will provide the Resident with written notice of non-renewal as the circumstances permit.

**10. ACCEPTANCE**

This Agreement shall not be effective and shall not bind either party unless it is submitted to the Hospital on or before \_\_\_\_\_, and accepted by the Hospital by appropriate execution below.

**RESIDENT**

**ALLEGHENY GENERAL HOSPITAL**

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Connie Cibrone, President and  
Chief Executive Officer

\_\_\_\_\_  
Date