ALBERT EINSTEIN MEDICAL CENTER
GRADUATE TRAINING AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), made this day of _XXXXXXXXXX_, between ALBERT EINSTEIN MEDICAL CENTER, a Pennsylvania nonprofit corporation ("EINSTEIN") and _XXXXXXXXXX_ (the "Resident").

WHEREAS, EINSTEIN operates a healthcare facility which provides medical, surgical and dental care to inpatients and outpatients;

WHEREAS, EINSTEIN and its affiliated healthcare entities conduct various graduate, residency and fellowship training programs for residents and fellows hereinafter referred to as "Residents";

WHEREAS, EINSTEIN maintains the appropriate accreditations and qualifications to provide graduate Training Programs, hereinafter referred to as “Program”;

WHEREAS, EINSTEIN provides training programs and relevant resources of faculty, staff, facilities, equipment and supplies in keeping with the applicable Program accreditation requirements;

WHEREAS, the Resident wishes to participate in the Program conducted by EINSTEIN and its affiliated entities;

WHEREAS, the Resident has been accepted by the relevant Einstein Training Program Director, Division Head and/or Departmental Chairman for appointment as a graduate trainee as further set forth in this Agreement;

WHEREAS, the duration of the Program is determined by the relevant accreditation entity or Einstein and the Resident's promotion (or commonly referred to as “promotion”) through the Program is defined by Training Levels determined by the Program;

WHEREAS, the Resident certifies that he/she is not presently under obligation, either verbal or written, to any other graduate or postgraduate medical or dental education or training program;

NOW, THEREFORE, AEMC and the Resident, in consideration of the above and of their mutual promises contained herein, and intending to be legally bound, agree as follows:

1. **Appointment.** EINSTEIN appoints Resident, and Resident accepts appointment, to the ____________________Training Program in the Department of _XXXXXXXXXX_ (the Department”) at EINSTEIN. This Agreement contains the terms and conditions of this appointment.

2. **Term.** The term of this Graduate Training Agreement is for X years (the duration of the training program) and will commence on [insert start date] (hereinafter referred to as “commencement”). This Agreement will remain in effect until [insert end date], the anticipated date of program completion, unless terminated from the Program pursuant to Section 9 or the duration of the training interval is extended in accordance with terms described in the Agreement. During the term of this Agreement, the Resident will function at a designated training level ("training level") as defined by the Training Program. The Resident may be promoted to the next Training Level if EINSTEIN is satisfied, in its sole discretion that Resident has fulfilled and completed the requirements of his or her Program at the end of each Training Level. Nothing in this Agreement obligates EINSTEIN to continue or promote the Resident in the Program in which they have been appointed for any period of time or duration.

3. **Training Level.** The resident's training level will determine the resident's roles, responsibilities, supervision, stipend, training license, and training credit toward applicable board certification.
4. **Responsibilities of Resident.** The position of Resident involves a combination of supervised, progressively more complex and independent patient evaluation, management functions and formal educational activities. Among a Resident's responsibilities in a training program are the following:

4.1. **Eligibility Requirements.** Resident shall satisfy and meet all eligibility requirements for pursuing graduate education of the applicable accreditation agency including, including but not limited to Accreditation Council for Graduate Medical Education (ACGME), the American Osteopathic Association's (AOA) Council on Postdoctoral Training, the American Dental Association (ADA) Commission on Dental Accreditation, the Council Podiatric Medical Education requirements, as applicable. Eligibility and selection requirements for enrollment in an EINSTEIN Training Program are described in the **Resident Eligibility and Selection Policy** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

4.2. **Physical and Health Requirements.** Resident shall meet all required physical/health requirements of EINSTEIN including but not limited to pre-employment physicals and adequate immunizations. Additionally, as part of the pre-employment physical and in accordance with Human Resources policies, all employees (including residents) are required to submit to and pass a urine drug screen test.

4.3. **Background Checks.** Resident's acceptance and continued participation as a resident in the Training Program is contingent upon the results of a criminal background check.

4.4. **OIG/GSA Checks.** Resident’s acceptance and continued participation as a resident in the Training Program is contingent upon your eligibility to participate in Medicare, Medicaid, Tricare or other Federal health care programs. A check will be performed of the U.S. Department of Health and Human Services Office of Inspector General (“OIG”) list of excluded individuals and the U.S. General Service Administration (“GSA”) excluded parties’ list system as part of your appointment process. If your name appears on the OIG or GSA excluded party lists or if you are at any time excluded from participation in Medicare, Medicaid, Tricare or other Federal health care programs or are convicted of a criminal offense related to the provision of health care items or services, your participation as a Resident in the Training Program may be terminated immediately.

4.5. **Patient Care.** The Resident will provide care, under the supervision of appropriately privileged faculty, commensurate with Resident's Training Level, competence and experience as directed by the relevant Chairman and/or Residency Program Director(s) and perform duties and responsibilities as described on the **“Resident Job Description”**, (job description and any updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices) The Resident will provide safe, effective, efficient and compassionate patient care in accordance with applicable standards of medical practice and commensurate with the Resident's level of promotion, responsibility, and competence, under the general supervision of appropriately privileged faculty staff.

4.6. If promoted, the Resident shall continue to meet Program requirements through the end of the term of the Agreement as well as remaining in compliance with all other terms and conditions of this Agreement.

4.7. **Participation in Training Program Educational Activities**

4.7.1. Participate in academic and clinical activities and in the teaching and supervision of other residents, medical students, and other persons assigned to Resident’s responsibility as directed by the relevant Chairman, Residency Program Director(s), and Faculty and as outlined in the department program curriculum and/or residency manual. It is understood that the Resident’s clinical and/or teaching responsibilities will become progressively more complex as Resident is promoted through the Training Levels of his/her respective Program.
4.7.2. Work in good faith to improve patient care and medical education at EINSTEIN. Such efforts include, but are not limited to, direct participation in quality/performance improvement and/or risk management programs and in institutional committees and councils to which the Resident is appointed or invited.

4.7.3. Participate in the institutional curriculum for Residents developed to address issues common to all specialties including but not limited to pertinent ethical, socioeconomic, medical-legal and practice management issues.

4.8. **Professionalism.** The Resident will present at all times a proper appearance and display a professional, cooperative attitude towards all patients, visitors, colleagues and employees.

4.9. **Moonlighting.** Resident agrees to adhere to the policies and practices of the institution that govern professional activities outside the requirements of the residency training program ("moonlighting") while enrolled in an EINSTEIN sponsored program. Albert Einstein Medical Center is committed to providing excellent educational training opportunities to its Residents and to delivering excellent patient care. In turn, the Medical Center expects each Resident to be dedicated to the care of his/her patients and to recognize that residency training is a full-time responsibility. Residents will be permitted to moonlight only if they meet the eligibility criteria as set forth in EINSTEIN’s **Resident Moonlighting Policy** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices) and only at the determination and express permission of the relevant Residency Program Director. All moonlighting activities must be delineated in writing to the relevant Residency Program Director as occurred. The Residency Program Director shall monitor all moonlighting activities to insure that resident duty hours (training program and moonlighting combined) are not excessive and remain in compliance with applicable duty hour policies. EINSTEIN’s professional liability coverage is provided only for approved educational and clinical activities directly related to and a part of the Program; EINSTEIN provides professional liability insurance coverage associated with Einstein approved moonlighting activities, however, coverage shall be limited to incidents occurring at EINSTEIN or during EINSTEIN sanctioned activities in its designated facilities during the time of Resident's appointment or reappointment to an EINSTEIN Residency pursuant to this Agreement.

4.10. **Licensure.** The Resident is required to comply with state licensure/notification requirements for training, obtain and maintain applicable work authorizations/visas and certifications and successfully complete required examinations before the start of training, and agree to the following:

(i) Obtain and maintain an appropriate and applicable license to practice in the Commonwealth of Pennsylvania in accordance with the relevant licensing agency. Resident agrees to provide EINSTEIN with all information and documentation required for procurement or renewal of relevant license from the applicable Board, or for postgraduate training notification to the Pennsylvania State Board of Dentistry.

(ii) In the case of a foreign national, Resident further agrees to obtain and maintain appropriate work authorization and visa status for the duration of training. Resident agrees to provide EINSTEIN with all information and documentation required by the Educational Commission for Foreign Medical Graduates (ECFMG) and the US Citizenship and Immigration Services (USCIS).

(iii) Comply with EINSTEIN policy on licensure examination as pertains to the United States Licensing Examination (USMLE) or the Comprehensive Osteopathic Medical Licensing Examination (COMLEX) for procurement or renewal of relevant license(s) and for promotion within the training program as described in the **USMLE (or COMLEX) Steps I, II, III Policy**, (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

(iv) Notify EINSTEIN Office of Academic Affairs and the relevant Residency Program Director of any irregularities or problems that may impede timely issuance or renewal of a continuation, of graduate training is dependent on the receipt by EINSTEIN of above-referenced documentation and might be delayed or denied, should such documentation not be provided, or required licenses(s) and/or approval(s) not be received, in timely manner.
4.11. **Policies, Rules and Regulations.** Resident shall abide by, and comply with, all applicable laws, practices, policies, rules, regulations, directions and requirements of EINSTEIN, applicable institution’s Medical Staff Bylaws and Rules and Regulations, and EINSTEIN’s Office of Academic Affairs, Graduate Medical Education (GEC) rules, regulations, policies and procedures as outlined in the Institutional House Staff Manual.

4.12. **Modification of Policies and Program.** EINSTEIN reserves the right at any time to amend, modify, establish or delete any policies, procedures or requirements generally applicable to the Training Program for which the Graduate Training Agreement applies and/or applicable to the Resident's particular department or program. Further, EINSTEIN reserves the right to make changes without notice in the future to any aspect of these training programs.

4.13. **Records.** Perform assigned duties in a thorough and conscientious manner, including completion of medical records in accordance with the timeframe established by EINSTEIN as delineated in the Medical Record Completion policy. In particular, Resident agrees to sanctions as described in the Housestaff Medical Record Completion Policy (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices) should he/she be in violation of medical record completion requirements.

4.14. **Confidentiality.** The Resident shall maintain the confidentiality of his/her Computer Information System (CIS) access code for patient information and any other unique access codes issued to the Resident by EINSTEIN for purposes of patient care or program-related activities. In addition, it is the policy of EINSTEIN to make every effort to maintain the confidentiality of patient-related information in accordance with all applicable federal and state law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HITECH Act. Patient-related information is defined as all information related to the health, business or personal matters of the patient or patient’s family. This includes, but is not limited to, information contained in the medical record including patient’s diagnosis, examination, treatment, observation, or conversation, and information maintained in databases that contain diagnostic or treatment-related information. The Resident shall abide by any and all EINSTEIN policies surrounding patient confidentiality and privacy, and shall ensure to the best of their ability that the patient's rights are preserved. Failure to follow these policies may be cause for immediate dismissal.

5. **Conditions of Appointment and Promotion Process.**

5.1. **Evaluation Promotion Process.** The relevant Training Program will review the performance of the Resident and the relevant Residency Program Director will promote to the next appropriate level of training in the Resident’s Training Program in accordance with accreditation requirements and Institutional Guidelines for Evaluation, Promotion, Remediation, and Discipline Policy (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices) provided that the Resident meets the training requirements at the time of the recommendation. EINSTEIN and Resident agree that while the duration of a training level is generally twelve (12) months, the Resident’s training level will not be promoted until all of the Training Program requirements for the current training level are satisfied.

5.2. **Acceptance of Training Level Promotion.** If Resident is promoted to next level of training, in order to process the promotion, the Resident must accept EINSTEIN’s Offer of Training Level Promotion by signing the “Offer of Training Level Promotion document” issued by the Office of Academic Affairs no later than ten (10) calendar days after it is presented to the Resident. If Resident does not accept EINSTEIN’s offer of promotion to the next Training Level within ten (10) calendar days, then the offer is deemed to be withdrawn and may be withdrawn. Resident’s signing of the “Offer of Training Level Promotion document” does not prohibit EINSTEIN from withdrawing the offer of promotion if EINSTEIN determines, in its sole discretion, that Resident’s performance is not satisfactory during the remainder of the then current Training Level, or Resident has not fulfilled and completed the requirements of his/her Residency as of the end of the then current Training Level.
5.3. **Notice of Intent to Dismiss or Not Promote**. In the event that the Training Program intends to either dismiss the Resident and terminate this Graduate Training Agreement, or not promote to the next level of training, the Program Director shall provide the Resident with written notice of the intent to dismiss or not to promote at least four (4) months prior to the end of the current training level. If the primary reason for termination or non-promotion arises within that four (4) month period, then the Resident will be provided with as much written notice as circumstances reasonably allow.

5.4. **Procedure for Appealing Determination to Dismiss or Not Promote**. If Resident is not offered training level promotion or receives notice of intent to dismiss and terminate the Agreement, Resident may appeal such a determination in accordance with the procedures set forth in the *Institutional Guidelines for Evaluation, Promotion, Remediation, and Discipline Policy*, as that policy may be amended from time to time (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

5.5. **Recommendation to Repeat or Extend Training Level**. If EINSTEIN determines, in its sole discretion, that the Resident has not completed the then current training level at a level of performance satisfactory to EINSTEIN, or has not fulfilled and completed the requirements of his or her Residency at that training level, then it may, in lieu of termination, provide the Resident the opportunity to repeat or extend the training level in question. If such an offer is made and accepted, then Resident and EINSTEIN shall adjust and initial paragraph 2.0 of this Agreement and shall sign an adjusted “Offer of Training Level Promotion document” noting that the duration of the training level is extended or repeated and that the term of the Graduate Training Agreement is extended to the new anticipated date of program completion. The Resident may appeal the decision according to the procedures outlined in the *Institutional Guidelines for Evaluation, Promotion, Remediation, and Discipline Policy*, as that policy may be amended from time to time (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

6. **Discipline**. Resident may be subject to disciplinary adverse actions, as set forth in the *Institutional Guidelines for Evaluation, Promotion, Remediation, and Discipline Policy*, as that policy may be amended from time to time, and any applicable EINSTEIN Human Resource policy. A Resident may file a grievance concerning any discipline or any complaint relevant to the residency program according to the procedures outlined for grievances in the *Institutional Guidelines for Evaluation, Promotion, Remediation, and Discipline Policy*, as that policy may be amended from time to time (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

7. **Duty Hours Statement**. Both parties recognize that EINSTEIN complies with work-hour limits promulgated by the applicable accrediting agency. EINSTEIN recognizes that excessive duty hours extending over unreasonably long periods of time or onerous on-call schedules are not consistent with the primary objective of education or the efficient delivery of optimal patient care. Actual duty hours and schedules shall be determined by the relevant Residency Program Director (or designee) of the relevant clinical department to which he/she is assigned, the institution and the relevant Training Program Director shall regularly monitor resident work hours. Resident agrees to adhere to EINSTEIN’s *Duty Hours and Supervision Policy* that may be amended from time to time (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

8. **Financial Support and other Benefits**

8.1. **Stipend**. Resident's stipend for services rendered during the current training level shall be at an annual rate described on the schedule offered at the time of initial presentation of the GRADUATE TRAINING AGREEMENT or at the time of training level promotion, payable in equal installments every two (2) weeks and in accordance with EINSTEIN's payroll processes. EINSTEIN may, at its sole discretion, increase the salary paid to Resident. EINSTEIN may withhold from all payments to Resident those amounts which it is required to withhold by law including, without limitation, withholdings for federal, state, local and all other applicable taxes.
8.2. **Payments upon Termination.** If Resident's appointment for each training level has actually commenced and is terminated before the end of any training level, Resident will be paid his or her salary through the date of the termination of Resident's appointment.

8.3. **Benefits.** Resident shall be entitled to participate in or be eligible to receive benefits under any benefit arrangement or plan generally made available by EINSTEIN to its residents, in accordance with the requirements, terms, conditions, and limitations of any such benefit arrangement or plan, as may be in effect from time to time. EINSTEIN has the right to amend, modify or delete any such benefit arrangements or plans at any time. Such benefit arrangements and plans include health insurance, life insurance, long-term disability insurance and flexible benefits program and are set forth more fully in. See EXHIBIT A – House Staff Benefits Summary Sheet.

8.4. **Paid Time Off.** Resident shall receive Paid Time Off ("PTO") in accordance with EINSTEIN’s PTO for Residents: Vacation, Personal, Sick, Legal Holidays Policy and as more fully set forth in EXHIBIT A – House Staff Benefits Summary Sheet. Paid time off must be scheduled in accordance with guidelines set forth in the EINSTEIN’s PTO for Residents: Vacation, Personal, Sick, Legal Holidays Policy (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices). Paid time off is not cumulative and must be taken within the academic year governed by this appointment and may not be carried forward and taken in another training level.

8.5. **Professional Liability Insurance and Worker’s Compensation Insurance.** EINSTEIN will provide Resident participating in a Training Program with professional liability insurance provided generally by EINSTEIN to its similarly situated residents through EINSTEIN’s self funded insurance program. This coverage fulfills the requirements of the Commonwealth of Pennsylvania and shall conform in all respects to the requirements of the Medical Care Availability and Reduction of Error Act (Act 13 of 2002). It should be noted that this coverage ONLY extends to occurrences associated with approved professional duties performed or medical professional responsibilities assumed in connection with his/her prescribed and supervised education/training program activities. The Resident shall be provided with the details of EINSTEIN’s professional liability coverage at the commencement of her/his training under EINSTEIN auspices. This information also is kept on file in the Office of Academic Affairs. Without limiting or modifying the foregoing, Resident acknowledges and agrees that, where coverage otherwise exists, coverage shall be limited to incidents occurring at EINSTEIN or during EINSTEIN sanctioned activities in its designated facilities during the time of Resident's appointment or reappointment to an EINSTEIN Residency pursuant to this Agreement. Evidence of Coverage provided by this section shall be provided to Resident at his/her request. If a Resident suffers a work-related injury, the Resident is generally covered under the workers' compensation program of EINSTEIN provided the Resident complies with the requirements of the worker's compensation program.

8.6. **Confidential Counseling Services.** EINSTEIN will facilitate Resident’s access to confidential counseling, medical and psychological support services for Resident. See the Institutional Housestaff Manual for additional information relating to such counseling services.

8.7. **Leave of Absences.** Resident has available to him/ her leaves of absences, including family, parental, medical and personal in accordance with EINSTEIN applicable policies, including by not limited to Family and Medical Leave Act (FMLA) Policy, Death in the Family Policy, Personal Leave Policy, and Military Leave Policy (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices). The Residency Program Director shall provide written policy on the effects of leaves of absences on satisfying the criteria for completion of the residency program and for access to eligibility for certification by relevant specialty Board at the commencement of training.

8.8. **Impairment and Substance Abuse.** EINSTEIN has ZERO tolerance for substance abuse in the workplace and follows its Impairment in Workplace/Diversion/Guidelines for Substance Abuse Testing Policy (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices). EINSTEIN through its Graduate Education Committee (GEC) has the responsibility of providing a safe working environment for all residents enrolled in EINSTEIN graduate medical education programs. In addition, EINSTEIN has a responsibility to its patients, its employees and
its community to ensure that all physicians and dentists, including Residents, are physically and mentally competent to meet their designated patient care responsibilities. It is both a Program Director and Institutional responsibility to provide guidance and support to each Resident throughout the course of his/her training program. Program Directors are charged by their respective Residency Review Committee (RRC) or other accrediting agency to monitor stress, depression, substance abuse and mental and/or physical illness of Residents, to identify methods of counseling and to insure that Residents in need obtain treatment. EINSTEIN is required by the Accreditation Council for Graduate Medical Education (ACGME) to facilitate resident access to appropriate and confidential counseling, medical, and psychological support services. This includes written policies describing how impairment, including substance abuse, will be handled. EINSTEIN'S **Impairment Policy for Resident Trainees Policy** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices) is intended to provide overall guidelines and direction to Program Directors on how to proceed when confronted with a potentially impaired Resident. It also shall serve as a mechanism to provide impaired Residents with direction regarding their continued employment and benefits as long as they remain in compliance with institutional requirements and standards governing impairment. Impairment will be managed as a medical/behavioral illness. Implicit in this concept is the existence of criteria permitting diagnosis, opportunity for treatment, and with successful progress toward recovery, the possibility of returning to training in an appropriate capacity. In cases of suspected substance abuse, EINSTEIN's **Impairment in Workplace/Diversion/Guidelines for Substance Abuse Policy** shall be followed. Violations will be addressed as outlined in these policies referenced in this section. Resident will be required to undergo any including any required pre-employment screenings and any other testing as applicable under EINSTEIN policies or by a monitoring agreement with the Physicians Health Program, or equivalent program, or treatment provider. In the event that impairment has been documented during the training program for which the resident has not sought treatment or successfully rehabilitated), the Program Director may be obligated to report this in response to queries from state boards, hospital credentialing committees or subsequent employers depending on the nature of the impairment, the response to rehabilitation and the specific questions asked.

### 8.9. Request for Accommodation

EINSTEIN is committed to compliance with the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and the Americans with Disabilities Act Amendments Act to provide equal employment opportunities for qualified employment applicants and employees. EINSTEIN expresses intent to provide reasonable accommodation, as necessary, for “known” disabilities of qualified applicants or employees. Residents who wish to request an accommodation of a disability must do so by following AEHN’s **Accommodation Policy** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices). It is the responsibility of the individual resident applicant or Resident to identify him or herself as an individual with a disability when seeking an accommodation.

### 8.10. Policies Regarding Harassment

Complaints of harassment including unlawful sexual harassment will be handled in accordance with the specific procedures for addressing such complaints as set forth in EINSTEIN’s **Sexual Harassment Policy** and the **Medical Staff Code of Conduct Regarding Disruptive Practitioner Behavior Policy**. Such policy and procedures, as they may be amended from time to time, are applicable to and shall govern any complaints by or against Resident of harassment including unlawful sexual harassment (policy and any policy updates, shall be furnished to the Residentat the commencement of training under EINSTEIN auspices). Additional copies of these documents may be obtained from the Office of Academic Affairs.

### 8.11. Other Optional Benefits

Other Optional Benefits are as outlined in **EXHIBIT A – House Staff Benefits Summary Sheet**.

### 8.12. Certificate

EINSTEIN will provide an Albert Einstein Medical Center certificate upon satisfactory completion of all training program requirements. Certificates for partial completion of the training program will not be offered.

### 9. Termination and Resignation

#### 9.1. Termination
9.1.1. **General Termination.** The Resident's appointment shall terminate automatically at the end of the Graduate Training Agreement.

9.1.2. **Termination for Cause.** EINSTEIN may immediately terminate the Resident's appointment for cause at any time. Cause includes, but is not limited to:

(i) Resident's failure to perform the duties or responsibilities of a resident in his or her department at a level of performance satisfactory to EINSTEIN, as determined solely by EINSTEIN, notwithstanding any promotion as provided for in this Agreement;

(ii) Resident's serious or repeated infraction of established policies and procedures of AEMC;

(iii) Resident's failure to complete any Training Level at a level of satisfactory to EINSTEIN, as determined solely by EINSTEIN;

(iv) Resident's failure to adhere to appropriate patient care, ethical or professional standards;

(v) Resident's action or conduct that is determined by EINSTEIN to be action threatening the health, welfare or safety of any patient, visitor, colleague or employee;

(vi) Resident's breach of or failure to perform any term, condition, duty or responsibility contained in this Agreement;

(vii) Resident's unavailability for, or inability to, work beyond the maximum amount of authorized leave including, without limitation, any medical or family leave;

(viii) The revocation, suspension, withdrawal, or termination of any medical license, medical trainee license, or other professional health care license or other authorization to practice the profession, issued to the Resident by any licensing board, agency or other authority of Pennsylvania, any other state, territory, possession, country, branch of the Federal Government, or any other jurisdiction;

(ix) Resident's unlawful use of any drug (See [EINSTEIN’S Impairment in Workplace/Diversion/Guidelines for Substance Abuse Policy and Impairment Policy for Resident Trainees](#)) (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices);

(x) Resident's reporting for duty at EINSTEIN or performance of any duty at EINSTEIN while under the influence of alcohol; or

(xi) Resident's engaging in any misconduct or any criminal conduct determined by EINSTEIN to be a serious wrongdoing, or conviction of a felony or other crime determined by EINSTEIN to be a serious crime. Conviction, as used in this Agreement, shall include, but shall not be limited to, a finding or judgment of guilt, a plea or admission of guilt, or a plea of nolo contendere.

9.2. **Licensure.** Resident's appointment shall terminate automatically, Resident shall not be promoted, and Resident will not be eligible for a fair hearing under the [Institutional Guidelines for Evaluation, Promotion, Remediation, and Discipline Policy](#) if, for any time, Resident has not received or maintained his or her Pennsylvania medical trainee license, Pennsylvania medical license, or other applicable professional health care license issued by a Pennsylvania licensing agency, board or authority, as appropriate, by the starting date of that training level.
9.3. **Disciplinary Actions/Grievances Procedure and Due Process.** Resident will be given notice of action taken against Resident, including formal reprimand, suspension, probation, termination, or other disciplinary action. Upon issuance of the notice of the action, Resident will be given an opportunity to appeal any such determination first through a formalized Departmental grievance procedure and then through the institutional grievance and **Fair Hearing Procedure** for House Staff as set forth in the *Institutional Guidelines for Evaluation, Promotion, Remediation, and Discipline Policy*. Departmental grievance procedures will provide the Resident with an opportunity to initiate a review of any adverse action recommended by the Department including receipt of written notice of intent not to renew the Resident’s agreement of appointment. No Resident may be reprimanded, disciplined or otherwise punished for having requested a grievance hearing. A **Fair Hearing Procedure** may be initiated by a Resident only after exhaustion of all departmental and other applicable review and appeals procedures as set forth in the *Institutional Guidelines for Evaluation, Promotion, Remediation, and Discipline Policy* (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices). Additional copies of the uniform process may be obtained from the Office of Academic Affairs (OAA).

9.4. **Termination Before Commencement of Training Program.** Resident's appointment will terminate automatically and Resident will not be eligible for a fair hearing under the Fair Hearing Procedures set forth in the *Institutional Guidelines for Evaluation, Promotion, Remediation, and Discipline Policy* if, prior to the actual commencement of the residency at EINSTEIN: (1) Resident's current residency, organization, or program informs Resident or EINSTEIN of Resident's failure to satisfactorily complete that program, or the suspension or the dismissal of Resident from, or the intent to suspend or dismiss the Resident from, that residency, organization, or program; or (2) Resident engages in any misconduct or any criminal conduct determined by EINSTEIN to be a serious wrongdoing or Resident is convicted of a felony or other crime determined by EINSTEIN to be a serious crime. Resident shall notify EINSTEIN in writing promptly of any situation involving Resident's current residency, organization, or program as set forth in item 1 of this paragraph, and of any criminal arrest or conviction. Resident also agrees to cooperate with EINSTEIN and to provide relevant information requested by EINSTEIN in connection with any circumstance or situation determined by EINSTEIN to be covered by this paragraph. Notwithstanding anything in this Agreement to the contrary, if Resident's appointment is terminated pursuant to this GRADUATE TRAINING AGREEMENT, Resident will not be entitled to receive any stipend, payments or compensation under this Agreement; (3) Resident being found to have materially misrepresented himself/herself during the recruitment or application process or; (4) EINSTEIN receiving an unfavorable reference from a current or former employer, program director or other person whose reference was solicited by either EINSTEIN or the Resident.

9.5. **Resignation by Resident.**

9.5.1. **Resignation by mutual agreement.** Resident may resign his or her appointment only with EINSTEIN's prior written consent.

9.5.2. **Unaccepted Resignations.** If Resident’s resignation is not accepted, EINSTEIN may in its sole discretion and with notice to Resident, report to outside agencies, Boards or other training programs, that Resident unaccepted resignation was considered a breach of the Agreement (contract) and unprofessional.

10. **Reporting.** In accordance with the *Institutional Guidelines for Evaluation, Promotion, Remediation, and Discipline Policy* (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

11. **Notice.** Notices shall be in writing. Notice to the Resident may be addressed to the Resident in care of the Department or to the Resident's last address known to EINSTEIN. Notices to EINSTEIN and to representatives of EINSTEIN shall be addressed to them at their respective departments at EINSTEIN.
12. **Miscellaneous Provisions.**

12.1. **Integration.** This Agreement supersedes and replaces any and all prior understandings and agreements between the parties, whether oral or written.

12.2. **Choice of Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

12.3. **Photocopies.** A photocopy of this Agreement signed by the parties shall be as binding and as legally enforceable as the original Agreement.

12.4. **Titles and Headings.** The title or heading of any provision of this Agreement shall not be construed to either restrict or enlarge the scope or the meaning of the language of the provision.

12.5. **Cooperation.** The Resident agrees to cooperate with Einstein in the investigation of incidents and preparation for legal proceedings and to be available as reasonably required to participate in legal proceedings. Resident also agrees to cooperate in any legal proceeding that may arise from the execution of certain medical forms/documents including but not limited to psychiatric commitment (302), child abuse report and DOT driver clearance. This provision shall survive termination of the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the dates written below, to be effective on the date this Agreement was made as first written above.

XXXXXXX, ____________________________________  By:________________________________
RESIDENT        Douglas L. McGee, D.O.
Chief Academic Officer

_________________________   ________________________
(Date)        (Date)

Albert Einstein Medical Center

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