



**COLLEGE OF MEDICINE
AND LIFE SCIENCES**

THE UNIVERSITY OF TOLEDO

GRADUATE MEDICAL EDUCATION AGREEMENT

In furtherance of its objectives in the education and training of health care professionals, The University of Toledo (hereinafter the “University”) operates a Graduate Medical Education Program (hereinafter “Program”) with the cooperation of the University of Toledo Medical Center (hereinafter “UTMC”), certain associated hospitals, and other health care institutions (hereinafter collectively referred to as “Participating Sites”). Persons selected as post-graduate participants in the Program are offered an educational experience approved by the Accreditation Council for Graduate Medical Education or other applicable accrediting body (hereinafter “Accrediting Body”) and will be designated as “Residents.”

In furtherance of these objectives, the University hereby offers:

Resident Name, MD

(hereinafter the “Resident”), and Resident hereby accepts, appointment to the Program subject to the following terms and conditions (this agreement being referred to as the “Agreement”):

ARTICLE I TERMS OF APPOINTMENT AND CONDITIONS

1. Terms of Appointment

- a) Position: Post Graduate Year:
- b) Program:
- c) Program Training Level Designation:
- d) Stipend: **\$\$Salary.00** per annum payable bi-weekly
- e) Term: Commencement Date: **Start Date**
Expiration Date: **End Date**

Conditions. As a condition precedent to appointment and a condition subsequent, the Resident must provide all appropriate credentialing documentation as required by the Program and submit through the New Innovations residency management software prior to the

Commencement Date set forth above and the University must approve this documentation in order for this Agreement to be binding on the University. Any document not printed in English must be accompanied by an original English translation acceptable to the University performed by a qualified translator. Each translation must be accompanied by an affidavit of accuracy acceptable to the University. **THIS AGREEMENT MAY BE DECLARED NULL AND VOID AND WILL NOT BECOME OR REMAIN EFFECTIVE IF THE RESIDENT FAILS TO PROVIDE THE UNIVERSITY WITH ALL OF THE FOLLOWING DOCUMENTATION PRIOR TO THE COMMENCEMENT DATE, IF THE RESIDENT DID NOT PROVIDE COMPLETE OR ACCURATE DATA OR IF THE UNIVERSITY DETERMINES THAT THE RESIDENT'S DOCUMENTATION DOES NOT SUPPORT PARTICIPATION IN THE PROGRAM:**

- a) A completed, University residency application;
- b) A copy of an original or notarized medical/dental school diploma (for initial application only);
- c) A copy of an official medical school transcript(s);
- d) A Dean's Letter of Recommendation from the medical/dental school from which the Resident graduated;
- e) A minimum of two (2) additional letters of reference from physician preceptors;
- f) Proof of authorization to work in the United States;
- g) If the Resident is an international medical school graduate, a copy of an original, current, and valid Educational Commission for Foreign Medical Graduates certificate;
- h) A license to practice medicine in, or a training certificate or application for a training certificate that otherwise complies with the applicable provisions of the laws pertaining to the licensure of persons to practice medicine in the state of Ohio;
- i) Through execution of releases and waivers if necessary, all relevant personal background information including, but not limited to, records of arrest and conviction, any records requested with regard to driving records, negative credit reports, workers' compensation records, past employment records, child support records, civil litigation records, any and all other records even if such information is otherwise protected under FERPA, the Privacy Act, other state and federal law, including but not limited to **PRIOR PARTICIPATION IN TRAINING PROGRAMS WITHIN THE UNITED STATES OR CANADA;** and
- j) Such other and further information that the University may request.

2. **Immunizations.** As a condition precedent, the Resident must submit evidence that s/he has submitted to a pre-appointment physical examination and received the required immunizations according to Infection Prevention and Control policy 3364-109-EH-603, found at www.utoledo.edu/policies/utmc, prior to the Commencement Date.

- a) Further, such evidence must demonstrate on the basis of this overall health status assessment, that the Resident is in sufficient physical and mental condition (as determined by medical history, medical records, and medical examination) to perform the responsibilities defined in Section II of this Agreement, with or without reasonable accommodation.

3. Representations and Warranties. THE RESIDENT REPRESENTS AND WARRANTS THAT THE DOCUMENTATION PROVIDED TO THE UNIVERSITY IN SUPPORT OF RESIDENT'S ADMISSION TO THE PROGRAM IS TRUE, ACCURATE AND COMPLETE. IT IS GROUNDS FOR IMMEDIATE TERMINATION OF THIS AGREEMENT AND DISMISSAL FROM THE PROGRAM IF THE UNIVERSITY DETERMINES THAT THE RESIDENT HAS SUBMITTED TO THE UNIVERSITY DOCUMENTATION WHICH CONTAINS MATERIAL MISREPRESENTATIONS OR OMISSIONS OF FACT.

ARTICLE II RESIDENT RESPONSIBILITIES

In providing services and in participating in the Program, the Resident will:

1. Comply with and adhere to the policies, practices, rules, bylaws, and the regulations (hereinafter the "Policies") of the Program, of the Graduate Medical Education Committee of the University (hereinafter "GMEC") and of the policies of the University and of all Participating Sites to which Resident rotates.
2. Comply with and adhere to all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by The Joint Commission, Accrediting Body, the Clinical Competency Committee (hereinafter "CCC"), and any other relevant accrediting, certifying or licensing organizations.
3. Comply with the requirements of Ohio Ethics law that apply to employees of the University, including but not limited to Sections 102.03, 102.04 and 2921.42 of the Revised Code.
4. Participate fully in the educational and scholarly activities of the Program, including, but not limited to, the performance of research activities as assigned by the GME program director ("Program Director") or as necessary for the completion of applicable graduation requirements, attend all required educational conferences, assume responsibility for teaching and supervising other Residents and students, and participate in assigned Participating Sites' Medical (and Dental) Staff committee activities.
5. Fulfill the educational requirements of the Program as determined solely by the Program.
6. Provide safe, effective and compassionate patient care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees, and visitors of the Participating Sites to which the Resident is assigned.
7. Provide clinical services commensurate with Resident's level of training under appropriate supervision as approved by the Program in circumstances and at locations included in

the Program covered by the University's professional liability insurance policies maintained on behalf of the Resident.

8. Fully cooperate with the Program and the University in coordinating and completing CCC and Accrediting Body accreditation submissions and activities, including the legible and timely completion of patient medical/dental records, charts, reports, time cards, statistical operative and procedure logs, faculty and Program evaluations, or other documentation required by the CCC, Accrediting Body, Participating Sites and Program.

9. Fully cooperate with all Participating Sites and University surveys, reviews, quality assurance and credentialing activities. Apply cost-containment measures in the provision of patient care consistent with the policies of the Participating Sites or Program.

10. Meet Participating Sites' and state standards for immunizations at all times.

11. Maintain during this Agreement, Basic Life Support certification. (The cost of Basic Life Support training will be borne by the University.)

12. Comply fully with the University's institutional policies regarding equal opportunity, nondiscrimination, and accommodation of disabilities, policies 3364-50-01, -02, and 03, and report any suspected violations in accordance with those policies.

13. Fully cooperate with University personnel, agents or officials, including but not limited to attorneys, compliance officers, investigators, committees or departments of the University in any claim or situation that may arise that results in an investigation, legal matter or issue that the University determines requires Resident's cooperation. This provision will survive expiration or termination of this Agreement.

14. Provide to the GMEC, and authorize the GMEC to disseminate to all proper parties, including Participating Sites, any and all information required by law or by any accreditation organization.

15. Return all the University's and Participating Sites' property including, but not limited to, books, equipment, paper, uniforms, identification, and keys; complete all necessary records; and, settle all professional and financial obligations upon the expiration or termination of this Agreement.

ARTICLE III GENERAL UNIVERSITY RESPONSIBILITIES

In administrating the Program, the University will monitor the implementation of terms and conditions of appointment by Program Directors and ensure that these conditions of appointment are responsive to the health and well-being of residents as follows:

1. Provide a monetary stipend and University benefits to the Resident as set forth in Section V of this Agreement.

2. Provide an internal hospital DEA number to the Resident to be used only within the scope of the training program.

3. Use its best efforts with available resources, to provide the Resident with staff support, patient support services, and facilities in accordance with Federal, State, Local, The Joint Commission and Accrediting Body requirements.
4. Use its best efforts with available resources, to provide an educational training program that meets Accrediting Body requirements.
5. Orient the Resident to UTMC and/or major participating hospital facilities, philosophies, rules, regulations and policies and the institutional and program requirements of the CCC and Accrediting Body.
6. Provide the Resident with faculty and Medical (and Dental) Staff supervision for all educational and clinical activities as outlined in GME Policy 3364-86-025-00 and The University of Toledo Medical Staff Policy 3364-87-26.
7. Provide the Resident an appropriate level of responsibility commensurate with Resident's education, ability and experience.
8. Maintain an environment conducive to the health, well being, security and personal safety of the Resident.
9. Evaluate the educational and professional progress and achievement of the Resident on a regular basis.
10. Provide the following services: food services, sleeping quarters and security to Residents who are on duty at UTMC and/or major participating hospital; laundry services for Residents' white coats will be provided without charge. When on call overnight, the Resident will receive an allowance for meals.
11. Provide the Resident with a Certificate of Completion upon satisfactory completion of the Program.
12. The University of Toledo does not and will not discriminate in employment or educational programs on the basis of race, color, religion, sex, age, ancestry, national origin, sexual orientation, gender identity and expression, military or veteran status, disability, familial status, political affiliation, or participation in protected activity. Concerns that these commitments have been violated should be reported promptly as described under policies 3364-50-01, 02, or -03.

ARTICLE IV DUTY HOURS AND SCHEDULES

1. **Hours.** Resident will perform all duties pursuant to this Agreement during such hours as the Program Director may direct in accordance with state and federal law, Accrediting Body requirements and GME Policy 3364-86-012-00 "Duty Hours for Residents."
2. **Call Schedules.** The call schedules and schedule of assignments have been made available to and have been reviewed by the Resident prior to execution of this Agreement. Changes to these schedules will be posted in the Program Director's office or in the Residency Program Office.

3. **Schedule Conflicts.** If a scheduled duty assignment is inconsistent with this Agreement or the Duty Hours Policy, the Resident will first bring the matter to the attention of the Program Director. If the Program Director fails to remedy the inconsistency, the Resident will notify the Department Chair, who will take appropriate steps to remedy the inconsistency.

4. **Moonlighting.** Any work or professional activity by the Resident outside the scope of this Agreement (hereinafter “Moonlighting”) is strictly prohibited unless the following conditions are satisfied:

- a) A prospective, written statement of permission from the Program Director that is included in the Resident’s file, consistent with GMEC guidelines as outlined in GME Policy 3364-86-018-00;
- b) The moonlighting does not interfere with the performance or educational obligations of the Resident;
- c) Resident is assigned to moonlighting work less than the maximum number of hours permitted; and,
- d) Resident provides an acceptable certificate of insurance to the Program Director covering these activities (moonlighting activities are not covered by the University professional liability insurance policy).

ARTICLE V FINANCIAL SUPPORT AND BENEFITS PROVIDED BY THE UNIVERSITY

1. **Stipend.** Resident will receive a stipend per annum payable bi-weekly, paid at the R level. The University will make appropriate deductions from the Resident’s stipend for such items as FICA, federal, state and city withholding taxes, as well as any state disability insurance premiums, PERS, or pension system. This will be the Resident’s sole source of compensation under this Agreement. Resident will not accept a fee of any kind for services to patients from any other source for the professional activity within the Program, unless approved in writing by the Dean of the College of Medicine and Life Sciences.

2. **Leaves of Absence.** Resident is entitled to leaves of absence for vacation, health, medical, and professional reasons according to the GMEC leave policies and not the general University employee benefit policies. Resident acknowledges that after any leave of absence, additional training may be required for successful completion of the Program or for Board Certification. The necessity of additional training will be determined by the Program Director. The University’s policies regarding leaves of absence are included in the University policies as are applicable to all University employees, except that Resident will be given:

- a) three (3) weeks (15 customary working days) of vacation leave during year one (1), and four (4) weeks (20 customary working days) for year two (2) and above and vacation time will not accumulate from year to year. Resident’s vacation leave will be arranged with and subject to prior, written approval of the Program Director;

b) up to three (3) weeks (15 customary working days) of sick leave per year with pay and Sick leave will not accumulate from year to year (Resident will be eligible for Family Medical Leave Act leave in accordance with federal law);

c) up to seven (7) days for attending national meetings, conferences or seminars for professional development purposes with the permission of the Program Director.

3. **Professional Liability Insurance.** The University will provide Resident with professional liability insurance for Resident's acts or omissions that occur during Resident's participation in the Program and covered under the insurance policy. Moonlighting activities of Resident will not be covered. An overview of the coverage can be provided upon request.

4. **Health Care and Other Benefits.** Resident and Resident's dependents will be provided coverage, upon the first officially recognized day of their respective programs, Medical, Dental, Optical or Prescription insurance benefits, long term disability insurance coverage "F", life insurance, workers' compensation and short term disability insurance as may be made available by the University. It is the Resident's obligation to select and enroll in the benefit programs. The University reserves the right to modify or discontinue any benefit offered to Resident in conjunction with any modification or discontinuation of benefits.

5. **Counseling and Substance Abuse Services.** The University will facilitate Resident's access to confidential counseling, medical and psychological support services. Resident will be entitled to participate in educational programs regarding physician impairment and substance abuse.

6. **Reasonable Accommodation.** The University will provide appropriate accommodations for residents with disabilities in accordance with the Americans with Disability Act and the Section 504 of the Rehabilitation Act, in addition to the University's policy 3364-50-03, "Non Discrimination on the Basis of Disability – Americans With Disabilities Act Compliance" and applicable law.

7. **Non-Compete.** At no time will the University, the Program or UTMC require Residents to sign a non-compete or other similar guarantee.

ARTICLE VI REAPPOINTMENT AND PROMOTION

Reappointment or promotion of Resident to the next level of training is at the discretion of the Program Director and the CCC and ultimately the University. When making a decision to reappoint or promote Resident, the Program Director will consider many factors, including but not limited to, the following: satisfactory completion of all training components, satisfactory performance evaluations, past disciplinary record, collegiality, compliance by the Resident with the terms of this Agreement, the continuation of the University Program accreditation by the Accrediting Body, the availability of a position for which the Resident is qualified, the University's financial ability, furtherance of the University's objectives or any other relevant factor.

ARTICLE VII CORRECTIVE ACTION AND NON-RENEWAL

1. **Corrective Action or Termination.** The University will take whatever corrective action against Resident it believes is reasonable and appropriate under the circumstances to remediate disciplinary problems, academic or non-academic deficiencies, including but not limited to a written reprimand, extension of or additional training, probation, reassignment, temporary or permanent suspension, termination or non-reappointment. The exercise of the University's discretion in this regard will not be exercised arbitrarily and capriciously. All corrective action taken by the University against Resident pursuant to this Section will comply with, follow and is subject to the Due Process procedures set forth in GME Policy 3364-86-008-00. Recommendations for corrective action for reasons other than academic deficiencies must be approved by the Associate Dean of Graduate Medical Education with final approval from the Dean of the College of Medicine and Life Sciences. Reasons for corrective action include, but are not limited to: loss of licensure or training certificate, falsification of credentials or other academic documents; professional misconduct; inability to perform the essential functions of the position with or without reasonable accommodation; unacceptable performance where there has been an intentional refusal, expressed or implied by conduct, to perform properly assigned academic duties; failure to hold in good standing a training certificate or licensure for the professional practice when the holding of such is a condition of appointment; and being charged with or convicted of a felony or crime of moral turpitude.
2. **Notification by Resident.** Resident is obligated to notify the Associate Dean of Graduate Medical Education upon the loss of state licensure or the training certificate, charge or conviction of any crime other than minor parking or moving violations, including but not limited to operating a vehicle under the influence, a crime of dishonesty or moral turpitude, or any professional misconduct and such failure to report may result in immediate suspension or termination.
3. **Due Process Procedures.** Resident is entitled to the Due Process procedures set forth in the University's GME Policy 3364-86-008-00. Resident acknowledges that under no circumstances will Resident be entitled to the due process and appellate rights granted to physician members of the medical staff as described in a Participating Sites' Medical Staff Bylaws. When non-reappointment or non-promotion is based upon the Resident's performance, action or conduct, or upon the Resident's qualifications, credentials, licensure or professional standing, such non-reappointment or non-promotion, will be subject to the Due Process procedures set forth in GME Policy 3364-86-008-00.
4. **Notice of Non-Reappointment or Non-Promotion.** In the event that the Program Director and the CCC determine not to reappoint the Resident to the Program, or not to promote the Resident to the next level of residency education, the Program Director will notify the Associate Dean of Graduate Medical Education of the University of the intention of non-reappointment or non-promotion within a timely fashion in order provide the Resident with one hundred twenty (120) days' advance written notice of such election which will set forth the reasons for non-reappointment or non-promotion. However, should reasons supporting an election not to reappoint or not to promote a Resident become apparent less than one hundred twenty (120) days prior to the Expiration Date of this Agreement, the Program Director may elect not to reappoint or not to promote the Resident provided that the Resident is given as much advance written notice of the election as circumstances will reasonably allow, prior to the Expiration Date this Agreement.

5. **Program Closure or Non-Reappointment Based on Institutional Factors.** When non-reappointment of Resident is based on the University's business decisions or considerations exclusively related to the University as an institution, or other reasons apart from the Resident's performance, action or conduct, qualifications, credentials, licensure or professional standing, such non-reappointment will be final and not subject to further appeal or review granted by the University's Due Process Procedures set forth in GME Policy 3364-86-008-00. In the event that the Program or Institution is closed, discontinued or reduced, all Residents will be entitled to advance notification of the projected effective date; reasonable assistance in finding appointment to another residency program; payment of the stipend and provision of benefits under this Agreement up to and including the Expiration Date, fiscal resources permitting; and proper care, custody and disposition of residency education records, and appropriate notification to licensure and specialty boards.

ARTICLE VIII MISCELLANEOUS

1. Any stipend or benefit received by Resident under this Agreement does not constitute employment for the purposes of obtaining unemployment compensation in the event of a separation or the completion of the Program. It is understood that Resident's service to the University under this Agreement is an integral part of the medical residency educational program and in furtherance of the educational requirements to obtain proper licensure in the medical field.

2. This Agreement and all of its provisions will be construed and enforced in accordance with the laws of the state of Ohio. Any action that is brought arising out of or related to this Agreement must be brought in the appropriate courts of the state of Ohio and Resident hereby irrevocably consents to the exercise of personal jurisdiction over it by such court(s).

3. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matters to be considered in construing the terms of this Agreement.

4. The covenants contained herein are not mere recitals, but are legally enforceable obligations of the parties. Waiver by a party of a breach of any of the terms or provisions of this Agreement at any time or times will not be deemed or construed to constitute a waiver of any subsequent breach or breaches of the Agreement at any subsequent time or times.

5. Resident understands and agrees that the University identifies the Program as a residency program. However, state unemployment law, including but not limited to R.C. 4141.01(3)(p) establishes that Resident is considered (for state unemployment law purposes only) an "intern" which "is someone, in the employ of the hospital, who has completed four years course in a medical school chartered or approved pursuant to state law." You are therefore ineligible to receive unemployment compensation benefits after termination of this Agreement.

6. If any provision or clause of this Agreement or application thereof to any person or circumstance is held to be invalid, such invalidity will not affect any other provision or application of the Agreement, each provision hereof to be given effect to the fullest extent possible, and to this end the provisions of this Agreement are declared to be severable.

7. Except with respect to the applicable policies of the University, as such may be appropriately amended from time to time, this Agreement may not be changed, modified, altered, or amended except in writing signed by the parties.

8. Except as otherwise set forth in any notice, demand or communication required, permitted or desired to be given under this Agreement will be in writing and will be personally delivered or sent by certified mail, return receipt requested, addressed as follows:

As to the Resident: c/o Residency Program
The University of Toledo
3045 Arlington Avenue
Toledo, OH 43614

As to The University of Toledo: Associate Dean of Graduate Medical Education
Office of GME
The University of Toledo
2109 Hughes Drive
Conrad Jobst Tower, 3rd floor
Toledo, Ohio 43606

9. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

Program Director Date: _____

Associate Dean for GME Date: _____

Human Resources Appointing Authority Date: _____

I understand and have read the policies governing Graduate Medical Education leave and benefits for Residents and all other Graduate Medical Education policies, and all other applicable University policies on the University website <http://utoledo.edu/policies> . I understand these policies serve as the Graduate Medical Education Policy Handbook that may be referred to in this Agreement. I understand that I am bound by the policies contained on the website and all policies governed by the University and applicable Participating Sites polices at which I rotate. I understand that policies may be changed, revise, or added after the commencement of this Agreement. I understand that I am governed by the most current GME, University and Participating Site policies.

(Signature of Resident)

Date: _____

Last Updated: 10/2020