

## RESIDENCY AGREEMENT

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ by and between the Greater Baltimore Medical Center, Inc., a not-for-profit corporation of the State of Maryland (hereinafter referred to as "GBMC") and \_\_\_\_\_ (hereinafter referred to as "Resident").

### WITNESSETH:

In consideration of the mutual covenants and undertakings of the parties set forth herein, the parties hereby agree as follows:

#### **I. Position**

GBMC hereby appoints, and Resident hereby accepts appointment as a PGY \_\_\_\_\_ resident in \_\_\_\_\_ effective \_\_\_\_\_.

#### **II. Duties and Responsibilities of the Resident**

A. Resident shall perform satisfactorily, in the sole judgment of GBMC, any and all duties and responsibilities assigned by the Program Director or his or her designee, which shall include, but not be limited to, the duty and responsibility to:

1. Timely apply for, obtain and provide GBMC with evidence that he/she has obtained all certifications, licenses, visas, test results, work permits and registrations required by state, federal or local laws and regulations to practice medicine in the State of Maryland at GBMC as a resident.

2. Comply with the regulations and Bylaws of the GBMC Medical Staff and the Bylaw's Rules and Regulations, and with all other rules, regulations, policies, procedures and customs of GBMC (collectively referred to as the "Bylaws") as currently in existence or amended from time-to-time, provided that in the event that any of the provisions of this Agreement are found to conflict or be inconsistent with any provision of the Bylaws, the provisions of this Agreement shall govern and control.

3. Comply with applicable professional standards and applicable federal, state or other government laws, rules, regulations and other requirements as are currently in effect and as may be amended from time to time hereafter.

4. Submit to and cooperate in any and all medical examinations as may be required by GBMC from time to time, including but not limited to blood, breath and urine tests or analyses.

5. Perform satisfactorily, in the sole judgment of the Program Director or his or her designee, all patient care and other related tasks and duties assigned to the Resident by the Program Director or his or her designee, including but not limited to all duties assigned under the on-call schedule as may be established from time to time and amended by the Program Director or his or her designee, and all duties as may be assigned to be performed at such other care providers and other facilities as

may from time to time be designated by the Program Director or his or her designee.

6. Develop a personal program of self-study and professional growth with guidance from the teaching staff;
7. Participate in safe, effective and compassionate patient care under supervision, commensurate with Resident's level of advancement and responsibility;
8. Participate fully in the educational and scholarly activities of the residency program and, as required, assume responsibility for teaching and supervising other residents and students;
9. Participate as appropriate in educational programs and activities involving GBMC's Medical Staff and in applicable committees, especially those relating to patient care review activities;
10. Apply such cost containment measures as directed by GBMC in the provision of patient care;
11. Refrain from conduct that could impact adversely on the medical profession or the mission of GBMC or have the appearance of impropriety, or which might otherwise damage GBMC's reputation, or interfere with GBMC's business or the proper performance of the Resident's duties.

- B. The duties set forth herein shall be performed at GBMC, and at such other institution(s), if any, as described in Attachment A hereto. Other than those sufficient for Resident's patient care and other duties assigned by the Program Director pursuant to this Agreement, Resident shall be afforded no privileges for the admission or treatment of patients at GBMC. Except as delineated in this agreement, and unless the Program Director agrees in writing, Resident shall not: (i) accept any employment of any kind; (ii) receive compensation in any form for any services rendered, or (iii) otherwise carry on or engage in the practice of medicine.

### **III. Billing**

Resident hereby grants and assigns to GBMC all rights he may have to bill and collect for the professional services rendered by Resident hereunder. The sole compensation for these services shall be as set forth in Section IV of this Agreement, and all revenues derived from his patient care activities, whether at GBMC or elsewhere shall be the exclusive property of GBMC.

### **IV. Compensation**

GBMC shall provide the following salary and benefits to the Resident for the term of this Agreement or until this Agreement is sooner terminated:

1. A gross salary of \_\_\_\_\_ (\$XX,XXX) per year, payable in equal bi-weekly installments and subject to withholding for Federal, State and Local income taxes, Social Security and such other

deductions as required by law or authorized in writing by Resident. (Note: All foreign medical graduates under the Exchange Visitor Program will be assessed \$100.00 from their first paycheck which fee is payable to the Commission on Foreign Medical Graduates.)

2. Eligible for benefits under the GBMC Choice Benefits program ;
3. Fifteen (15) days paid vacation, which may be used for professional leave as well;
4. Uniforms and laundering of same;
5. Living accommodations to be used for night's on-call when the presence of the house officer is required on the premises. (No other housing is provided by GBMC.)
6. Meals are the responsibility of the Resident.
7. Professional liability insurance under the policies and programs of GBMC as they now exist or as amended from time-to-time hereafter in amount no less than \$1 Million per occurrence/\$3 Million annual aggregate and limited in scope to the performance of Resident's duties hereunder.
8. Counseling, medical and psychological support services are available as part the of GBMC health plan or through the GBMC Employee Assistance Program.
9. Leaves of absence in accordance with current policy, a copy of which is attached as Exhibit A.
10. Travel and expenses, at the sole discretion of the Program Director, for one conference per year at which the resident is presenting the results of original research.

**V. Policies and Procedures for Discipline and the Adjudication of Complaints and Grievances**

GBMC will provide policies and procedures, which may be amended from time to time in GBMC's sole discretion, for the discipline of residents, for the adjudication of any complaints or grievances that residents may have relative to the graduate medical programs, and through which complaints of sexual harassment may be addressed (referred to hereafter as the "Policy"). The provisions of the Policy pertaining to the adjudication of complaints and grievances shall provide the exclusive remedy for the resolution of any resident complaints or grievances including (1) any academic or other disciplinary actions taken against residents that could result in dismissal, non-renewal of a resident's agreement or other actions that could significantly threaten a resident's intended career development, and, adjudication of resident complaints and (2) grievances related to the work environment or issues related to the program or faculty; and shall supersede any other grievance, hearing or appeal procedures applicable to GBMC employees or provided under the Bylaws.

A copy of the current policy is attached as Exhibit B.

**VI. Term; Termination**

The term of this Agreement shall commence with the effective date set forth in Section I, above and shall terminate upon the earlier occurring of any of the following events:

- A. One (1) year from the effective date set forth in Section 1, above.
- B. The dissolution or reduction of the residency program in which the Resident is enrolled, or the revocation or denial of accreditation for such program provided that in the event of such dissolution or closure of a program, the Resident shall have the opportunity to complete his or her education or will be assisted in enrolling in another ACGME accredited program. Notice of any such reduction will be given to the resident as early as possible.
- C. At any time that GBMC, in its sole judgment or discretion, determines that the Resident:
1. Has misrepresented or omitted information called for on his application for admission into the Resident Program;
  2. Has committed any violation of the terms of this Agreement, including but not limited to any failure to perform satisfactorily, in the sole judgment of GBMC, the duties and responsibilities specified in Part II of this Agreement,
  3. Has engaged in conduct that is, in the sole judgment of GBMC, unethical or immoral;
  4. Has committed any act or failure to act which, under applicable local, state or federal laws, could lead, in the sole judgment of GBMC, to a disciplinary proceeding or the revocation, suspension or termination of the Resident's license to practice medicine at GBMC. Neither GBMC nor Resident shall be obligated to renew or extend this Agreement beyond the term specified and it is expressly understood that GBMC retains the right to terminate or continue the Resident's appointment, or to continue the appointment subject to restrictions, limitations, or probation, and to change any and all terms and conditions of any new appointment and any new, extended or renewed residency agreement, as it deems appropriate in its sole discretion provided that any Resident whose contract is not renewed or who is terminated pursuant to Paragraphs VI B & C will be allowed to implement the Institutional Graduate Medical Education Policy and Procedure for " Counseling and Discipline and the Adjudication of Complaints and Grievances of Residents Relating to the Graduate Medical Education Program, and for the Investigation of Complaints of Sexual Harassment" as described in the policy in Section V of this Agreement.
- D. Notwithstanding any other provisions herein, this agreement will automatically renew for successive one (1) year terms for the proscribed residency duration unless either party gives the other party four (4) months written notice of the intent not to renew.

## **VII. Duty Hours**

A resident's specific, clinical duty hours are determined by the Program Director or designee in concert with relevant, current Residency Review Committee/ACGME standards. Each residency program has a departmental policy and procedure which addresses Resident Duty Hours and Supervision (while on duty).

While specific programmatic standards change from time to time, Resident:

- A. Shall have on-call responsibilities no greater than every third night.
- B. Shall have at least one day (one day is defined as one continuous twenty-four (24) hour period free from all clinical, educational and administrative activities) in seven free of all clinical responsibility when averaged over a four (4) week period, inclusive of in-house call.
- C. Shall not have duty hours in excess of eighty (80) hours per week when averaged over a four (4) week period.
- D. Shall not have greater than thirty (30) hours of continuous on-site, clinical duty (continuous on-site duty, including in-house call, must not exceed twenty-four (24) consecutive hours. Residents may remain on duty for up to six (6) additional hours to participate in didactic activities, transfer care of patients, conduct outpatient continuity clinics and maintain continuity of medical and surgical care. No new [any patient for whom the Resident has not previously provided care] patients may be accepted after twenty-four (24) continuous hours on duty).
- E. Should have a minimum of ten (10) hours of rest (ten hours of rest should be provided between all daily duty periods, and after in-house call) between clinical duty assignments.

#### **VIII. Miscellaneous**

- A. This Agreement supersedes any prior agreement of the parties which shall be of no further force and effect.
- B. Neither party shall have the right to the remedy of specific performance of this Agreement.
- C. This Agreement shall not be assignable without the prior written consent of GBMC.
- D. Any amendment to this Agreement shall be in writing signed by the parties and attached hereto.
- E. This Agreement shall be governed and construed according to Maryland Law.
- F. Failure by either party to assert any right benefit obligation or remedy under this Agreement shall not constitute a waiver thereof.
- G. The provisions of this Agreement shall be severable and in the event that any term or condition is held to be invalid or unenforceable, the remaining terms and conditions of this Agreement shall continue in full force and effect.
- H. Resident allows GBMC and the Department of Medicine to release to any hospital or medical school to which he/she applies in the future, any and all records or evaluations of performance at GBMC. Resident shall have the right to review the records and evaluations made during or subsequent to employment at GBMC.

- I. Resident consents to the inspection by GBMC representatives of all records and documents, including those that may be kept or maintained by any governmental agency, professional or medical society, hospital, or other health care organization that may be material to an evaluation of resident.
- J. Resident consents to the release of information by all present and past insurance carriers regarding policy coverage, malpractice claims, history and experience, if applicable.
- K. Resident releases from any liability all GBMC representatives and any other reviewers or persons contacted for any acts or statements performed or made in good faith in connection with the evaluation of resident.

**IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.**

**WITNESS:**

**GREATER BALTIMORE MEDICAL CENTER**

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\_\_\_\_\_  
 Rodney W. Williams, MD, JD  
 Executive Vice President/  
 Chief Medical Officer

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

**WITNESS:**

**RESIDENT**

\_\_\_\_\_

\_\_\_\_\_

(Print: \_\_\_\_\_ )

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