

**THE GEORGE WASHINGTON UNIVERSITY
SCHOOL OF MEDICINE AND HEALTH SCIENCES**

RESIDENT PHYSICIAN AGREEMENT

THIS RESIDENT PHYSICIAN AGREEMENT (“Agreement”) is entered into by and between **Dr.** _____ (“Resident Physician”) and The George Washington University on behalf of its unincorporated division The George Washington University School of Medicine and Health Sciences (“SMHS”) on this _____ day of, _____, 2012 (“Effective Date”).

WHEREAS, SMHS is an internationally recognized academic medical school that trains physicians, scientists, and allied health professionals through programs of didactic and practical education that meet high academic standards, conducts basic and clinical research for the benefit of humankind, and offers through its affiliates clinical services to the Washington, DC, metropolitan community and other areas, in support of its academic, clinical, research, and charitable missions;

WHEREAS, the Resident Physician desires to participate in, and satisfy the requirements of, SMHS graduate medical education and clinical training program in _____ (the “Program,”) and has applied for, and has been accepted into such Program;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Resident Physician and SMHS intending to be legally bound, agree as follows:

1. APPOINTMENT

SMHS offers and the Resident Physician accepts an appointment at SMHS in the **Department of** _____ at the post graduate level (“**PGY**”) ___ for a period of one (1) year commencing on **July 1, 2012** and ending on **June 30, 2013** unless terminated sooner in accordance with the provisions of this Agreement or the Resident Manual, as amended from time to time (the “Term”). No appointment beyond the Term is promised, assured, or to be implied by this Agreement. Reappointment, non-renewal of appointment, or non-promotion shall be determined in accordance with the specific policies set forth in the Resident Manual.

2. FINANCIAL SUPPORT

SMHS shall pay Resident Physician annual financial support of \$_____ in equal bi-weekly installments during the Term, unless the Agreement is terminated per Section 7, in which case, Resident Physician shall not be entitled to any SMHS financial support or benefits under this Agreement as of the effective date of the termination.

3. RESIDENT MANUAL

The Resident Manual provides detailed information about the benefits and obligations of Resident Physicians who participate in the Program. The Resident Manual is posted to The George Washington University Graduate Medical Education website:

<http://smhs.gwumc.edu/graduatemedicaleducation/overviewmission/residentmanual>.

The policies, terms, and conditions of the Resident Manual are incorporated by reference into this Agreement, and Resident Physician acknowledges availability of the Resident Manual online and agrees to abide by its policies, terms, and conditions, as they may be amended from time to time. The following provisions identify some, but not all, of the requirements set forth in the Resident Manual.

A. Resident Benefits. Among other things, the Resident Manual describes the benefits SMHS affords Resident Physician during the Term. In particular, the Resident Manual addresses:

- Paid Leave: Vacation, Temporary Disability Leave, Maternity Leave, Bereavement Leave, Leave for Jury Duty, and Military Duty Leave
- Family and Medical Leave (FMLA)
- Leave of Absence
- Professional liability insurance
- Disability insurance
- Health insurance, dental insurance, and prescription benefits
- Life Insurance
- Retirement Benefits
- Call rooms, and meals or equivalents
- Medical and psychological counseling and other support services
- Payment of DEA registration fees
- Health and Physical Fitness Center
- Reimbursement for certain medical licenses
- Accommodation for disabilities
- Other potential benefits.

B. Moonlighting. SMHS Moonlighting policy also is included in the Resident Manual.

C. Grievance Procedures. SMHS Grievance Procedures are set forth in the Resident Manual.

D. Physician Impairment. SMHS Resident Impairment Policy and process is included in the Resident Manual.

4. SMHS OBLIGATIONS

A. Educational Experience/ACGME Standards. SMHS agrees to provide a suitable academic environment for the educational experience of the Resident Physician and graduate medical education or graduate clinical training which substantially meets the standards and requirements of the Accreditation Council for Graduate Medical Education ("ACGME") and its Residency Review Committee. SMHS will conduct regular evaluations of the learning and competence of the Resident Physician, including a combination of supervised, more complex and independent patient evaluation and management functions and formal educational activities, and will maintain a confidential record of such evaluations.

B. Harassment. SMHS agrees to comply with the University Policy on Equal Employment Opportunity and Sexual Harassment. A copy of the policy is set forth in the Resident Manual.

C. Resident Manual. SMHS will make reasonable efforts to notify Resident Physician of any material changes in the Resident Manual. The SMHS current notice practice is to e-mail changes to the Resident Manual to the Resident's University e-mail address maintained by the Office of

Graduate Medical Education. It is the Resident Physician's responsibility to monitor his or her University email account for information on any changes. The Resident Manual is posted to the GME website:

<http://smhs.gwumc.edu/graduatemedicaleducation/overviewmission/residentmanual>

5. RESIDENT PHYSICIAN'S OBLIGATIONS

By entering this Agreement, Resident Physician agrees to undertake academic and clinical obligations in exchange for the educational and academic opportunity to participate in the Program at PGY Level identified in Section 1 (Appointment). Many of Resident Physician's obligations are set forth in the Program's documents, including, but not limited to, the Resident Physician's job description and the Resident Manual, which Resident Physician acknowledges have been provided or made available to Resident Physician, and which are incorporated into this Agreement by reference. In addition to those obligations, Resident Physician must fulfill the conditions listed in this Section 5.

A. Clinical and Educational Requirements. Resident Physician shall use his/her best efforts, judgment and diligence in fulfilling the duties, tasks, responsibilities and any other clinical and educational requirements, of whatever nature, in a professional and appropriate manner, as assigned to the Resident Physician during the duration of the Program. Resident Physician acknowledges that a failure to fulfill such requirements may result in disciplinary action, including but not limited to termination, as outlined in the Resident Manual. Resident Physician shall at all times meet the qualifications for resident eligibility outlined in the Institutional and Program Requirements as delineated on the ACGME website and according to policies, terms and conditions as outlined in the Resident Manual.

B. Licensure. Resident Physician shall timely obtain and shall maintain in good standing appropriate licensure in all jurisdictions as required by the program curriculum. Resident Physician shall meet the requirements for and register with the District of Columbia Board of Medicine as a post-graduate trainee, or apply for and obtain a full, unrestricted license to practice medicine in the District of Columbia, in accordance with state and local law, as described in the Resident Manual or otherwise communicated to Resident Physician.

C. Medical Records. Resident Physician shall complete all discharge summaries and all other medical records related to the activities assigned to the Resident Physician in accordance with the policy outlined in the Resident Manual.

D. OSHA Training. Resident Physician shall complete OSHA training, as set forth in the Resident Manual, no later than thirty (30) days after the commencement of the Term.

E. Duty Hours. Resident Physician shall comply with duty hour requirements of the Accreditation Council for Graduate Medical Education (ACGME) and in accordance with the institutional policy outlined in the Resident Manual. Resident physician shall comply with reporting duty hours as required by the program and/or the GME Office.

F. Medical Clearance. Resident Physician shall obtain medical clearance from a physician prior to participating in any clinical activities in accordance with SMHS policy as set forth in the Resident Manual.

G. Cooperation/Assistance in Litigation. Resident Physician will assist and cooperate fully with SMHS in the defense of any and all claims and litigation brought against SMHS, its insurance company/representatives and attorneys, teaching faculty and employees or teaching centers or health care facilities in which Resident Physician rotates and their employees, including but not limited to, the physician faculty, residents, interns, students, and agents in any

way relating to or arising out of Resident Physician's activities in the Program. Resident Physician agrees to make himself/herself available in the District of Columbia for litigation preparation, meetings, depositions and trial testimony. This obligation shall survive the termination or expiration of this Agreement and his/her appointment in the Program.

H. Inventions. All inventions, discoveries and improvements invented, developed or discovered by the Resident Physician while performing his/her duties and responsibilities under the residency program of SMHS shall be and remain the sole and exclusive property of SMHS. The Resident Physician shall promptly disclose in writing to his/her Program Director and Department Chair all such inventions, discoveries and improvements and shall execute from time to time, during or after the termination of the appointment, any documents, including without limitation, applications for letters of patents and assignment thereof, as may be deemed necessary or desirable by SMHS, to effectuate the provisions of this Agreement. All inventions, discoveries and improvements invented, developed or discovered by the Resident Physician outside the scope of his/her responsibilities under the residency program are not the property of SMHS and are not controlled by this Section. This provision shall survive the termination of this Agreement.

I. Resident Manual. Resident Physician shall be familiar with and abide by the policies, terms, and conditions of the Resident Manual. Resident Physician shall keep current with any and all changes made thereto.

J. ECFMG. Resident Physician shall provide, if applicable, a copy of the certificate issued by the Educational Commission for Foreign Medical Graduates prior to the commencement of his/her appointment.

K. Visas. Resident Physician shall obtain, as applicable, appropriate visas for training.

L. Employment Eligibility. Resident Physician shall satisfactorily demonstrate his or her identity and authorization to work in the U.S. in accordance with applicable law no later than the commencement date of his/her appointment.

M. Compliance with Law. Resident Physician shall comply with all applicable state and federal laws and regulations.

N. Criminal Background Check (CBC). Resident Physician may be required to complete a criminal background check and authorize release of the results to the appropriate academic and/or clinical personnel. The offer of admission within any GME program is contingent upon the results of the CBC. Resident Physician may be required to undergo additional CBCs during their tenure in the training program as deemed necessary by The George Washington University SMHS and/or its affiliated institutions.

O. Drug Screen (DS). Resident Physician may be required to complete a drug screen and authorize release of the results to appropriate academic and/or clinical personnel. The offer of admission within any GME program is contingent upon the results of the DS. Resident Physician may be required to undergo additional DSs during their tenure in the training program as deemed necessary by The George Washington University SMHS and/or its affiliated institutions.

6. DISCIPLINE

SMHS shall conduct disciplinary actions involving Resident Physician pursuant to the procedures set forth in the Resident Manual.

7. TERMINATION

A. Termination by SMHS. SMHS may terminate this Agreement, and thereby the Resident Physician's Appointment for the following reasons: (a) upon the failure of the Resident Physician to comply with any of the terms and conditions of this Agreement (b) if Resident Physician has made any false or misleading statements, or has failed to provide complete and accurate information on his/her application for acceptance to the Program; or (c) as a result of disciplinary action conducted pursuant to the Resident Manual. Resident Physician shall have no right to cure any violations of this Agreement.

B. Termination by Resident Physician. Resident Physician may terminate this Agreement upon the failure of SMHS to perform any of its obligations under this Agreement or upon the Resident Physician's inability to fulfill any of his/her obligations pursuant to this Agreement due to total incapacity or extreme hardship. Resident Physician must provide SMHS with thirty (30) days written notice of such termination.

C. Termination by Mutual Agreement. This Agreement may also be terminated at any time upon the mutual agreement of Resident Physician and SMHS. Such termination must be in writing and signed by both Resident Physician and SMHS.

D. Financial Support and Benefits. As of the effective date of the termination of this Agreement for any reason, Resident Physician shall have no right to further compensation or benefits from SMHS.

8. GOVERNING LAW

The laws of the District of Columbia shall govern this Agreement.

9. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may be amended only by written agreement executed by the parties.

IN WITNESS WHEREOF, Resident Physician and SMHS hereunto have executed this Agreement.

RESIDENT PHYSICIAN

THE GEORGE WASHINGTON UNIVERSITY

Director, Graduate Medical Education

(Date)

(Date)