

RESIDENT AGREEMENT

Wright State Physicians (WSP) agrees to employ **RESIDENT NAME**, in the **Wright State University Dermatology Program**, pursuant to the following terms and conditions. This Agreement is effective on July 1, 2018 through June 30, 2020.

I. OBLIGATIONS OF WSP

WSP agrees to employ **RESIDENT NAME**, pursuant to the terms of this contract, as a Dermatology Resident. (See Item 203: Residents—Goals and Responsibilities, *Wright State University Boonshoft School of Medicine Resident Manual*.)

Further, WSP agrees to:

- A. Provide a suitable opportunity for medical education experience;
- B. Provide a training program that meets the standards of the Accreditation Council on Graduate Medical Education;
- C. Provide a duration and sequence of assignments which shall be in accordance with ACGME RRC requirements with consideration given to the desires of the resident and to the schedule of the participating institutions;
- D. Provide compensation and benefits as further stated in this agreement, and as stated in the WSP benefit policies applicable to residents.
- E. WSP maintains a drug-free and smoke-free workplace. As a condition of employment with WSP, drug screens and background checks are completed for new and prospective employees. If results are found to be unsatisfactory, employment or offer of employment will be rescinded.

II. OBLIGATIONS OF THE RESIDENT

The resident agrees to:

- A. Perform satisfactorily to the best of his/her ability, the customary services of a Dermatology Resident (see Item 203: Residents—Goals and Responsibilities, *Wright State University Boonshoft School of Medicine Resident Manual*);
- B. Perform only those medical procedures as privileged pursuant to the Program;
- C. Conform to and be governed by all WSP, WSUBSOM Program policies, procedures, and regulations governing residents which are not inconsistent with this contractual agreement;
- D. Be on time and attend all specifically designated conferences;
- E. Know and adhere to all medical records rules or regulations of the clinical sites to which assigned. Failure to follow these and other WSP policies may result in the suspension of privileges and possible termination. This contract specifically incorporates the disciplinary provisions of the *Wright State University Boonshoft School of Medicine Resident Manual*. Furthermore, this contract specifically incorporates all clinical site, University, and Program policies regarding sexual and other forms of harassment.
- F. Refrain from disclosing to any unauthorized person any confidential information received during the course of employment;
- G. Not engage in any remunerative work (moonlighting) not authorized in writing by the Program Director;
- H. Provide to the Program proof of graduation from an approved medical school and, if applicable, provide to the Program a valid ECFMG certificate, if applicable; proof of graduation and the ECFMG certificate must be provided to the Program before the execution of this Agreement;
- I. Participate fully in any process directed toward the certification or accreditation of the WSP clinical sites and/or Program by any agency.
- J. Comply with the rules and regulations of all clinical site applicable to residents, as well as the

rules and regulations applicable to clinical site employees in general, which are not in conflict with the rules and regulations applicable to residents.

III. COMPENSATION AND BENEFITS

In exchange for resident's fulfillment of the resident's obligations, WSP agrees to the following:

- A. Salary: WSP shall pay to resident \$\$\$ per year, calculated by taking the annual salary divided by 26 pay periods (bi-weekly gross pay).
- B. Professional Liability Insurance: Professional Liability Insurance Coverage is provided each resident by WSP in the same amounts and subject to the same or substantially similar terms and conditions as all other employee-physicians of WSP. Coverage is not provided for non-assignment duties.
- C. Other Benefits: WSP shall provide to resident, during the term of this Agreement, those benefits ordinarily provided to its employees as amended from time to time at the sole discretion of WSP.

IV. CONDITIONS FOR ADVANCEMENT AND NON-RENEWAL OF AGREEMENT:

The annual review of Resident's performance and progress in the program shall be conducted and completed during each academic year. The salary will be adjusted based on promotion to the next level of training. Should Resident's performance and progress be determined as not sufficient to continue in the program, or in compliance with the WSUBSOM Residency Manual, this Agreement shall be terminated as set forth below.

Written notice of intent to demote, not advance, or not re-appoint must be provided to the Resident by the program director. If there is any dispute or complaint on any issue, the Due Process Policy for Residents and Fellows has been established and referenced in the WSUBSOM GME Policy and Procedures Manual. The Due Process Policy will be followed and provides for adjudication of the Resident complains and grievances related to actions that could result in probation, suspension or termination of the Resident.

V. TERM AND TERMINATION

This contract begins July 1, 2018 and ends June 30, 2020. This contract may be terminated by WSP immediately prior to its expiration for the following reasons:

- A. Resident substantially fails to meet any of the general requirements of the Program (in the Program's opinion) or is terminated by the Program.
- B. The residency program is terminated, subject to the provision of reasonable notice by WSP of such termination to resident and the exercise of best efforts by WSP for resident to complete the education within the program or to help identify and facilitate resident's transfer to another program to complete the education;
- C. Resident's temporary or permanent certification to practice medicine in the State of Ohio is limited, suspended, or terminated for any reason;
- D. Resident is convicted of a felony and/or crime of moral turpitude (as determined in WSP's sole discretion);
- E. Pursuant to the employment and corrective action policies of the WSP applicable to WSP employees in general and which policies are not in conflict with ACGME rules and regulations regarding the resident; and/or
- F. Resident's death or disability (as determined by WSP's employment policies).

VI. OTHER TERMS

- A. Conflicts: Any conflicts between the Program and resident may be addressed through the grievance procedure outlined in the *Wright State University Boonshoft School of Medicine Resident Manual*. Any employment matter between WSP and resident may be addressed in

- accordance with the WSP issue resolution process as stated in the WSP Employee Handbook.
- B. **Applicable Law:** This Agreement shall be governed by the laws of the State of Ohio; Venue for any suit shall be proper only in Greene County, Ohio.
 - C. **Entire Agreement, Severability:** This Agreement contains the entire agreement between the parties, and supersedes all prior and contemporaneous verbal and written agreements. If any portion of this agreement is held to be illegal, void or voidable by any court of competent jurisdiction or other governmental body, the remaining provisions shall remain in full force and effect.
 - D. **Excluded Provider:** Resident hereby represents and warrants that she is not and has at no time been excluded from participation in any federal or state funded healthcare program, including but not limited to, Medicare and Medicaid. Resident hereby agrees to notify WSP immediately of any threatened, proposed, or actual exclusion of resident from any federal or state funded healthcare program, including but not limited to, Medicare and Medicaid. In the event that resident is excluded from participation in any federal or state funded healthcare program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that resident is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Resident shall indemnify and hold harmless WSP against any and all actions, claims, demands and liabilities, and against all loss, damages, cost and expenses, including reasonable attorney's fees, arising directly or indirectly, out of any violation of this section of this agreement by resident, or due to exclusion of the resident from a federally funded healthcare program including but not limited to, Medicare or Medicaid.
 - E. **Restrictive Covenants:** In compliance with ACGME requirements, WSP does not require residents to sign a non-competition guarantee upon leaving the training program.

Wherefore, the parties enter into this Agreement effective as of the date and year first written above.

Program Director
WSU Dermatology Residency Program

KIM PAUL, CEO
Wright State Physicians, Inc

RESIDENT'S NAME
WSU Dermatology Resident