

# Summa Health

## RESIDENT/FELLOW AGREEMENT

This Resident/Fellow Agreement (“Agreement”) between Akron Health Assurance Company LLC dba Summa Health, (“SUMMA”) and <<**Firstname**>> <<**Last Name**>> <<**Credentials**>> (“RESIDENT/FELLOW”) is entered into for one year beginning <<**StartDate**>> (“Commencement Date”) and ending <<**EndDate**>> (“Expiration Date”).

NOTWITHSTANDING THE COMMENCEMENT DATE SET FORTH ABOVE, THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL RESIDENT/FELLOW PROVIDES EVIDENCE THAT HE/SHE HAS RECEIVED ALL NECESSARY AUTHORIZATIONS (INCLUDING, BUT NOT LIMITED TO, A J-1 VISA AND/OR ECFMG CERTIFICATE), AS APPLICABLE, AND HAS SATISFIED ALL SUMMA CONDITIONS OF EMPLOYMENT, TO PARTICIPATE IN THE REFERENCED TRAINING PROGRAM.

This Agreement serves as a single statement of understanding between RESIDENT/FELLOW and Akron Health Assurance Company LLC, d/b/a Summa Health (SUMMA).

SUMMA agrees to, and RESIDENT/FELLOW accepts, appointment as a trainee under the following terms and conditions:

Training Program	<< <b>Program</b> >>
Training Level in Program	<< <b>Compensation status</b> >>
Stipend Amount	<< <b>Compensation</b> >>

For training programs beyond one year in length, stipend adjustments may be made annually upon Agreement renewal, on the anniversary of the Commencement Date.

**General Stipulations** of this Agreement are as follows:

**a. Term**

Unless mutually agreed otherwise, RESIDENT/FELLOW appointments to SUMMA’S training programs are for a period of twelve (12) consecutive months, with a term commencing on the Commencement Date. This Agreement may be renewed by mutual consent of the parties for additional one (1) year periods based on the normal and customary period required for RESIDENT/FELLOW to complete the specific Training Program. A decision by either party not to renew this Agreement shall result in the termination of this Agreement on the Expiration Date and thereafter neither party shall have any further rights or responsibilities under this Agreement.

**b. Governing Law**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio.

**c. Assignment**

RESIDENT/FELLOW may not assign or transfer this Agreement. SUMMA shall have the right to assign this Agreement to any corporate successor of SUMMA, any corporation that is the sole corporate member of SUMMA or any entity that acquires all or substantially all of the assets of SUMMA, without consent of RESIDENT/FELLOW.

**d. Entire Agreement**

This Agreement constitutes the entire understanding of the parties with regard to the subject matter contained herein, and this Agreement supersedes and replaces any prior agreements with regard to this subject matter.

**SUMMA agrees to the following:**

**a. Accommodation for Disabilities**

SUMMA shall abide by The Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against disabled individuals with regard to employment practices. Details are provided in the Graduate Medical Education Disability Policy.

**b. Liability Insurance**

SUMMA shall provide professional liability insurance to cover professional acts performed by RESIDENT/FELLOW as an employee of SUMMA during the term of this Agreement, and such coverage will provide legal defense and protection against awards from claims reported or filed during or after the completion of graduate medical education if the alleged acts or omissions of RESIDENT/FELLOW are within the scope of the education program and occurred during the term of this Agreement.

**c. Life Insurance**

SUMMA shall provide group term life insurance and accidental death and dismemberment insurance on the life of RESIDENT/FELLOW per the Summa Health benefits package effective upon the Commencement Date.

**d. Health and Disability Benefits**

SUMMA shall offer disability insurance, insurance benefits for dental and vision care, and group health coverage for RESIDENT/FELLOW and eligible spouse and dependents, beginning on the Commencement Date. Benefits are provided in accordance with the Human Resources policies for all SUMMA employees. Information regarding interim health and disability coverage for resident/fellow purchase is provided to incoming RESIDENT/FELLOWS in advance of their report date.

**e. Counseling Services**

As an employee of SUMMA, RESIDENT/FELLOW has access to the Employee Assistance Program (EAP).

**f. Vacation**

SUMMA shall provide three (3) weeks of paid vacation per year which shall be taken at times mutually agreed upon by RESIDENT/FELLOW and program director.

**g. Illness/ Leaves of Absence**

SUMMA adheres to all Accreditation Council for Graduate Medical Education (ACGME) policies, including the Medical, Parental and Caregiver Leave of Absence policy. Time off will be provided to or required of RESIDENT/FELLOW in accordance with the Graduate Medical Education Vacation and Leave of Absence Policy. In the event of a leave of absence, RESIDENT/FELLOW training may need to be extended by SUMMA to fulfill the requirements of the training program, specialty board or state licensing board. Each Training Program provides timely notice of the effect of leave(s) of absence on the ability of resident/fellows to satisfy requirements for program completion as well as information related to eligibility for specialty board examinations.

**h. Bereavement Leave**

SUMMA provides paid time off for bereavement in accordance with the Graduate Medical Education Vacations and Leave of Absence Policy.

**i. Educational Conferences**

SUMMA provides a stipend to fund travel and enrollment in educational conferences as deemed appropriate by the program director, and in accordance with the policies outlined in the Graduate Medical Education Stipend Policy. Summa provides one (1) week of paid time to attend such conferences.

**j. Living Quarters**

SUMMA shall provide an on-call room for use by RESIDENT/FELLOW while on duty. No other living quarters shall be provided.

**k. Food**

SUMMA shall provide access to food at all participating sites. SUMMA will provide a monthly stipend for on-campus food options while the RESIDENT/FELLOW is on duty. SUMMA may place reasonable limits upon the quantity of food for which SUMMA will bear the cost.

**l. Laundry Services**

SUMMA shall furnish and launder RESIDENT/FELLOW'S lab coats.

**m. Health Club Participation**

SUMMA shall provide financial support for participation by RESIDENT/FELLOW in a health club designated by SUMMA, and based upon RESIDENT/FELLOW interest. This is a taxable benefit. RESIDENT/FELLOW may opt out of health club participation.

**n. Tax Sheltered Annuity Plan**

SUMMA, through pre-tax payroll, allows for matched contributions to a Tax Sheltered Annuity Plan.

**o. Evaluation**

The program director, with the participation of the program's Clinical Competency Committee, will at least semi-annually evaluate the knowledge, skills, and professional growth of RESIDENT/FELLOW. The results of this evaluation will be made known to RESIDENT/FELLOW. The written records of the evaluation will be accessible to RESIDENT/FELLOW.

**p. Reappointment and Promotion**

Conditions for reappointment and promotion to a subsequent PGY level are described in the Graduate Medical Education Promotion, Appointment Renewal, and Dismissal Policy. Each program determines the criteria for promotion and/or renewal of a RESIDENT'S/FELLOW'S appointment. Advancement is based upon the evaluations made of the RESIDENT'S/FELLOW'S performance, progression along the specialty-specific Milestones, and on recommendations by the Clinical Competency Committee. Determination of advancement of a RESIDENT/FELLOW to the next level of training is ultimately the responsibility of the program director.

**q. Board Eligibility**

Specialty board examination eligibility information is available on the medical education website, [www.summahealth.org/medicaleducation](http://www.summahealth.org/medicaleducation)

**r. Grievance Procedures and Due Process**

SUMMA provides grievance procedures and due process to RESIDENT/FELLOW as outlined in the Graduate Medical Education Grievance Policy.

**s. Accreditation Status**

SUMMA will inform RESIDENT/FELLOW of adverse accreditation actions taken by the Accreditation Council for Graduate Medical Education or other accrediting body in a reasonable period of time after such action is taken.

**t. Closures and Reductions**

Should SUMMA begin the process of closing or reducing the size of a residency Training Program or closing the institution, RESIDENT/FELLOW will be informed as early as possible. In case of such a closure or in case of the closure of SUMMA, SUMMA will allow RESIDENT/FELLOW in the program(s) to complete his/her education or assist RESIDENT/FELLOW in enrolling in an accredited program in which they can continue their education. See the Graduate Medical Education Closure and Reductions Policy for details.

**u. Substantial Disruption in Patient Care or Education**

In the event of a substantial disruption of patient care or education, SUMMA will provide administrative support for Graduate Medical Education programs and RESIDENT/FELLOWS, including assistance for continuation of RESIDENT/FELLOW assignments as outlined in the Graduate Medical Education Substantial Disruption in Patient Care or Education Policy.

**v. Infection Control Protection**

Compliance is required with OSHA and CDC recommendations which assume that every direct contact with a patient's blood and other body substances is infectious and requires the use of protective equipment to prevent parenteral, mucous membrane and non-intact skin exposures to the health care provider. SUMMA agrees to provide, and make readily available, personal protective equipment to include gloves, face protection (masks and goggles), and cover gowns.

**w. Clinical and Educational Work Hours and Fatigue Management**

RESIDENT/FELLOW clinical and educational work hours and on call schedules will conform with all ACGME requirements as outlined in the Graduate Medical Education Clinical and Educational Work Hours Policy. RESIDENT/FELLOW is expected to be rested and alert during all assigned duty periods; if RESIDENT/FELLOW is too tired to complete assigned work satisfactorily, they are expected to seek assistance in accordance with the Graduate Medical Education Clinical and Educational Work Hours Policy.

**x. Tax Compliance**

In certain instances, SUMMA may provide benefits which are not excludable from taxable income of RESIDENT/FELLOW under the Internal Revenue Code. In these instances, SUMMA will withhold applicable payroll taxes where a taxable benefit has been provided to RESIDENT/FELLOW.

**RESIDENT/FELLOW agrees to the following:**

**a. Orientation**

RESIDENT/FELLOW will attend any required orientation prior to commencing the training program. SUMMA will provide RESIDENT/FELLOW with a stipend in the amount of One Thousand and 00/100 Dollars (\$1,000.00) ("Orientation Stipend") for attendance at all required orientations. If RESIDENT/FELLOW changes training programs within SUMMA, RESIDENT/FELLOW must attend any required orientations. A RESIDENT/FELLOW moving to a new program within SUMMA will not be additionally compensated for attendance at orientation if that RESIDENT/FELLOW continues to receive SUMMA compensation as a trainee.

**b. Physical Exam**

Prior to the Commencement Date, RESIDENT/FELLOW agrees to undergo a physical examination, to be performed at a Summa Health Employee Health location, which includes drug screening, with the results as being satisfactory under the SUMMA Human Resources policy. This exam should be completed no later than one week prior to the COMMENCEMENT DATE. It is agreed that final acceptance of RESIDENT/FELLOW into the program is contingent upon satisfactory completion of all pre-employment physical exam components in accordance with Human Resource policy. Delays in successful completion as outlined may result in a delayed COMMENCEMENT DATE.

**c. Duties and Responsibilities**

RESIDENT/FELLOW will perform satisfactorily and to the best of their ability the customary duties and obligations of the above-named educational program as established by the educational program's standards of performance, including keeping records and

reports signed and up to date. RESIDENT/FELLOW shall participate fully in the educational activities of the program, and as required, shall assume responsibility for teaching and supervising other RESIDENT/FELLOWS, medical students, and other trainees as appropriate. RESIDENT/FELLOW shall provide medical care in a safe, effective and compassionate manner under the supervision of the medical staff of SUMMA, which supervision shall be commensurate with the level of advancement and responsibility assumed by RESIDENT/FELLOW, and in accordance with the Graduate Medical Education Supervision Policy. RESIDENT/FELLOW shall be present and report to assignments on time. RESIDENT/FELLOW is responsible for having reliable transportation to all assignments.

**d. Rules and Regulations**

Throughout the term of this Agreement, RESIDENT/FELLOW agrees to be governed by and to abide by the Graduate Medical Education Policies, the Medical Staff Bylaws and Rules and Regulations, and all established practices, procedures and policies of SUMMA as determined by the medical staff, the board of directors, and the administration of SUMMA. RESIDENT/FELLOW agrees to follow Summa Health Human Resources practices including, but not limited to, successfully completing the pre-employment background screen prior to COMMENCEMENT DATE.

**e. Code of Conduct, Impaired Practitioner, and Harassment Policies**

RESIDENT/FELLOW agrees to abide by the Summa Health Code of Conduct Policy, the Summa Commitments, the Graduate Medical Education Impaired Practitioner Policy, and the Graduate Medical Education Harassment Policy.

**f. Utilization**

RESIDENT/FELLOW agrees to utilize services within SUMMA in a manner that will optimize patient care and minimize cost for the patient and SUMMA.

**g. Work Schedules**

RESIDENT/FELLOW shall abide by the department work and call schedules currently in effect for the department within which services are to be performed under this Agreement.

**h. Moonlighting**

RESIDENT/FELLOW shall not engage in clinical activities other than those performed pursuant to this Agreement, including, without limitation, moonlighting, without obtaining the prior written consent of the program director. PGY I residents in ACGME-accredited programs are not permitted to moonlight. If a fellow or resident at the PGY II level or higher is granted permission to moonlight by their program director, the RESIDENT/FELLOW does so subject to their own legal responsibility, and are functioning outside the scope of this Agreement and the training program at SUMMA. RESIDENT/FELLOW shall ensure that any moonlighting activities that are approved by the program director also complies with all applicable requirements as outlined in the Graduate Medical Education Moonlighting Policy.

**i. Institutional Participation**

RESIDENT/FELLOW shall participate in institutional programs and activities involving the Medical Staff, and shall participate in institutional committees and councils as directed, relating to the practice of medicine within SUMMA, particularly relating to RESIDENT/FELLOW education and patient care review activities.

**j. Obligation to Report**

RESIDENT/FELLOW understands that suspension, dismissal or limitation on RESIDENT/FELLOW'S scope of practice for any reason may be reportable to the Department of Health of the State of Ohio, the State Medical Board, and/or the National Practitioner Data Bank.

**k. Contact with SUMMA**

RESIDENT/FELLOW shall be provided and maintain a SUMMA email address. SUMMA email is accessed via any SUMMA computer or RESIDENT/FELLOWS' Summa-issued work phones. RESIDENT/FELLOW agrees to review information, updates and pertinent matters regarding his/her training sent to RESIDENT/FELLOW by SUMMA in a timely manner, including, but not limited to, online HealthStream education. RESIDENT/FELLOW shall also maintain accessibility by the program and Office of Medical education through the standard SUMMA communication protocols.

Summa shall issue a phone to each resident/fellow at the commencement of their employment for use throughout the duration of their training program. Residents/fellows must use this device for work-related activities that require a mobile device. Residents/fellows are expected to follow the guidance outlined in the Graduate Medical Education Phone and Communications Policy.

**l. Hospital Litigation**

RESIDENT/FELLOW will cooperate with SUMMA, or its attorneys, in helping SUMMA defend any claim of malpractice that involves SUMMA. This cooperation will continue even after RESIDENT/FELLOW has completed his/her training program and will apply to any RESIDENT/FELLOW, whether or not the RESIDENT/FELLOW is named in malpractice claim against SUMMA.

**THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH BELOW:**

<<:sig1\_\_\_\_\_>> \_\_\_\_\_ <<currentdate>> \_\_\_\_\_  
**RESIDENT/FELLOW Signature** **Date**

<<FirstName>> <<LastName>>, <<Credentials>> <<currentdate>> \_\_\_\_\_  
**RESIDENT/FELLOW Name (printed)** **Date**

<<:sig2\_\_\_\_\_>> \_\_\_\_\_ <<currentdate>> \_\_\_\_\_  
**Cynthia Kelley, D.O., F.A.A.F.P.** **Date**

**Vice President  
Medical Education**

**Designated Institutional Official**