

**UNIVERSITY HOSPITALS CLEVELAND MEDICAL CENTER
RESIDENT/FELLOWSHIP PROGRAM CONTRACT
("Contract")**

Date:

Resident Name:

I am pleased to inform you that on the recommendation of your department director, the terms of your appointment as a resident or fellow at University Hospitals Cleveland Medical Center ("UHCMC") are as follows:

Program:

Sponsor:

Effective Date:

PGY Level:

Stipend:

All Contracts are for the above Effective Period, and may be renewed at the discretion of the Program Director and the Designated Institution Official upon continued evidence of satisfactory performance. Further, this Contract incorporates the terms, policies and procedures set forth in the *Resident Manual* ("Manual") governing your Program at UHCMC, and any applicable UHCMC and University Hospitals Health System ("UH") policies. This Contract may be terminated for any reason or no reason pursuant to the terms of the Manual or the policies and procedures of UH and UHCMC.

Prior to commencement of your employment you are required to show evidence of U.S. citizenship or present a valid visa in a category that permits you to be employed in the program without qualifications or exceptions. You shall submit to a drug screening prior to commencing employment to test for tobacco and other drug use as reasonably requested by UHCMC in its sole discretion. **For all medical residents, you must also have completed and passed USMLE or COMLEX Steps 1 and 2 prior to commencement of your employment, and must pass Step 3 to graduate residency training. Incoming medical fellows must have passed Step 3 prior to inception of fellowship training.** If you fail to meet any of these conditions precedent, this Contract shall be void *ab initio*.

You are expected to comply with the UH Code of Conduct and policies, including any postings on social media sites.

UHCMC agrees to provide an educational program that at a minimum meets the standards established by the accreditation organization governing your Program, and to provide benefits as outlined in the *Manual*. You will agree to meet the educational requirements of the program and to provide safe, effective and compassionate care under the supervision of residency faculty.

Read the Contract and *Manual* carefully; it contains important information about UHCMC policies. You must familiarize yourself with the following information:

- Specialty Board Exams and Eligibility
- Payroll, Compensation and Benefits
- Clinical & Educational Work Hours
- Effect of Leave for Satisfying Completion of Program
- Equal Employment
- Extracurricular Employment (Moonlighting)
- Anti-Harassment and Nondiscrimination
- Grievance & Due Process
- Non-Renewal of Contract
- Insurance Coverage (health, disability, professional liability, liability after program completion)
- On Call Meals and Laundry
- Counseling, Medical & Psychological Support Services
- Physician Impairment & Substance Abuse
- Professional Activities Outside the Program
- Residency Closure and Reduction
- Resident Evaluation & Reappointment
- Resident Responsibilities
- Vacation
- Leaves of Absence (including FMLA, Sick, Professional leaves. Notice requirements and effects on program completion)

By accepting this position and signing this Contract: I agree to follow all UHCMC and UH policies and procedures and to comply with all applicable laws, rules, regulations and state and Federal health care program requirements, and, the terms of this Contract (including the *Manual* as amended from time to time) I certify to the truth of the statements on the ***Compliance Addendum & Certification***.

This Contract may be signed in one or more counterpart, and signatures transmitted electronically shall have the same legal effect as the originals. Kindly acknowledge your acceptance of this Contract by signing below and returning the copy of this letter to: UHCMC Graduate Medical Education Office, 11100 Euclid Ave Cleveland, OH 44106 gme@uhhospitals.org.

Dr. Daniel I Simon,
President of Academic & External Affairs
Chief Scientific Officer

Resident Signature **Date**

Dr. Kenneth B. Simons
Vice President Medical Education & Designated Institutional Official

SAMPLE

UNIVERSITY HOSPITALS (“UH”)¹
COMPLIANCE ADDENDUM AND CERTIFICATION

This Compliance Addendum is incorporated into and made a part of the Resident/Fellowship Program Contract between University Hospitals Cleveland Medical Center and _____.

I agree to perform my obligations under the Contract in compliance with the requirements set forth in the Federal Anti-Kickback Statute and the Stark Self-Referral Law, to the extent such laws may be applicable to the arrangement described in the Contract.

By signing the Contract, I certify that:

1. I have read, understood, and shall abide by the UH Code of Conduct, available online at <http://www.uhhospitals.org/tabid/1806/Default.aspx>, and the UH Policies and Procedures, PT-1 and CE-1, -9, -10 and 14, available at www.uhhospitals.org/vendorpolicies (*username = uhvendors; password = uhvendors*), regarding the operation of the UH Compliance & Ethics Program and compliance with Federal health care program requirements, specifically including the Federal Anti-Kickback Statute (42 U.S.C. Sec. 1320a-7(b) (the “Anti-Kickback Statute”) and the Physician Self Referral Law (42 U.S.C. Sec. 1395nn) (also referred to as the “Stark Law”);
2. I have not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs² (collectively, “Ineligible”), or convicted of a criminal offense that could result in you becoming Ineligible. In the event I am found to be Ineligible at any time I understand it will result in immediate termination of my appointment to the Residency Program.
3. Except as disclosed below, neither I nor an immediate family member³ makes referrals to UH for health care items or services, or to the best of my knowledge: (a) has a direct or indirect ownership or investment interest in or is directly or indirectly employed by or contracted with any company or person to provide services in connection with my Contract:

4. I will conduct myself as a professional consistent with the standards set forth in the UH Code of Conduct, and I shall cooperate fully with the UH Compliance & Ethics Program.
5. I shall perform the Contract in compliance with all applicable laws, rules, regulations and Federal health care program requirements (to the extent applicable) (collectively, “Laws”).
6. I shall perform the Contract in compliance with the UH Compliance Program, all applicable laws, rules and regulations and Federal health care program requirements, including without limitation, the Federal Anti-Kickback Statute, the Stark Law, and the rules, regulations and administrative guidance promulgated under the authority of such laws.
7. I agree that no part of any consideration paid under the Contract is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business or other illegal conduct.
8. I will comply with the requirements of this Compliance Certification and I will cooperate fully with the UH Compliance & Ethics Program; I understand that failure to comply with the requirements of the Compliance Certification may result in the immediate termination of my appointment to the Residency Program.

¹ Except where otherwise noted, “UH” means all hospitals, ancillary providers, and other entities owned or controlled, directly or indirectly, by University Hospitals Health System.

² An individual or entity listed on either the Health and Human Services – Office of Inspector General – List of Excluded Individuals at www.exclusions.oig.hhs.gov or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs at www.epls.gov, as revised from time to time, is Ineligible.

³ “Immediate family members” include a spouse, natural or adoptive parent, child, sibling, step-parent, step-child, step-brother, step-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and the spouse of any grandparent or grandchild.

NOTICE OF NON-DISCRIMINATION

University Hospitals is committed to fostering a climate free from discrimination on the basis of sex. This policy is strictly enforced by University Hospitals, and alleged violations receive prompt and equitable attention and appropriate corrective action. University Hospitals takes steps to eliminate sex discrimination, to prevent the recurrence of sex discrimination, and to remedy the effects of sex discrimination, as appropriate.

Discrimination occurs when a behavior or policy has the same purpose or effect of restricting or denying an individual's or group's access to opportunities, programs, or resources, on the basis of sex, in a manner that interferes with an individual's working and academic environments. University Hospitals will not, on the basis of sex:

- Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- Deny any person any such aid, benefit, or service;
- Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- Apply any rule concerning the domicile or residence of a student or applicant, including eligibility for in-state fees and tuition;
- Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or services to students or employees;
- Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

Discrimination on the basis of sex in employment is permissible in situations where sex is a bona fide occupational qualification reasonably necessary to the normal operation of University Hospitals. Note that the federal regulations regarding Title IX include certain exceptions that do not constitute discrimination on the basis of sex.

Individuals who believe they may have witnessed or been subjected to discrimination on the basis of sex are encouraged to make a report with the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment, whether or not the person reporting is the person who has been subject to the conduct that constitutes sex discrimination or sexual harassment. This could be done in person, by mail, by telephone, or by electronic mail using the contact information listed below. Such a report can be made at any time (including during non-business hours) by using the telephone number, email address, or by sending mail to the office address listed below.

Janet Elizabeth Craven
Title IX Coordinator
UH Management Services Center
3605 Warrensville Center Road
Shaker Heights, OH 44122

Phone: (216) 767-8155
Email: TitleIXSupport@UHhospitals.org

Inquiries may also be directed to the United States Department of Education's Office for Civil Rights, 1350 Euclid Ave., Suite 325, Cleveland, Ohio 44115.