

CATEGORICAL RESIDENT EMPLOYMENT AGREEMENT

AGREEMENT made this 30<sup>th</sup> day of **August 2021**, by and between UNITY HOSPITAL, 1555 Long Pond Road, Rochester, New York 14626 (“Hospital”) and **[RESIDENT NAME], [TITLE]** (“Resident”) for the purposes of graduate medical education.

WHEREAS, Hospital is a not-for-profit, tax-exempt corporation organized and existing under the laws of the State of New York and operating a general hospital in Rochester, New York; and, Hospital sponsors the Unity Hospital **Physical Medicine & Rehabilitation Residency Program** (the "Residency Program"); and, Resident has graduated from an accredited medical/dental/podiatric school and meets the qualifications for resident eligibility outlined in the Essentials of Accredited Residencies in Graduate Medical Education in the American Medical Association Graduate Medical Education Directory ACGME/ CODA/CPME and Hospital's Resident Selection Policy; and, Hospital desires to retain Resident as an employee in its Residency Program; and Resident desires to accept such employment; NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is hereby agreed by and between the parties as follows:

I. Terms of Employment

Hospital hereby employs Resident as a **Program Year 2** resident in the Residency Program and Resident hereby agrees to accept such employment, subject to the terms and conditions of this agreement. The Unity Hospital Physical Medicine & Rehabilitation Residency Program is 4–year residency program. Resident will receive a renewed contract for each subsequent year, provided that all performance expectations are met. This contract supersedes any prior contracts for the same purpose and covering the same time period.

Resident's employment as a resident in the Residency Program shall become effective on **July 1, 2022** and shall remain in full force and effect until **June 30, 2023**, unless sooner terminated as provided herein. Resident's appointment as a resident in the Residency Program may be renewed at the end of its initial or a renewal term in accordance with the procedures for such reappointment set forth in Institution's Resident Promotion Policy, and/or the policies and procedures of the residency program to which Resident is assigned.

Resident's appointment and employment as a resident in the Residency Program is contingent upon successful completion and passing of a Drug and Alcohol Screen and Criminal Background Check.

During the term of Resident's employment hereunder, Resident shall receive an annualized stipend in the amount of \$ **[SALARY].00**, payable in 26 equal periodic installments in accordance with Hospital's usual payroll practices. Hospital shall withhold from these payments to Resident such amounts as may be required to be withheld by employers under any federal, state or local law and shall remit the same to proper agencies or otherwise deposit the same as required by law or regulation.

II. Duties of Resident

The duties of Resident under this Agreement, under the general supervision of appropriately privileged attending teaching staff physicians, shall be as follows:

Resident Assignment: As a **Program Year 2** resident in the Residency Program, and in addition to those duties required under this Agreement, Resident shall carry out those duties described in the Resident Manual, a copy of which has been provided to Resident electronically, and those duties specified in the policies and procedures of the residency program to which Resident is assigned. Such duties shall include, but are not limited to, participation in medical staff, department and committee meetings and affairs, and in Hospital's quality assurance programs.

## RESIDENT'S NAME

Participation in Education Programs: Resident shall participate in the educational activities of the Residency Program and, as appropriate, assumption of responsibility for teaching and supervising other residents and students, and participation in Hospital's orientation and education programs and other activities involving the clinical staff.

Non-Discrimination: Resident shall provide services to all patients, regardless of race, color, religion, gender, national origin, physical or mental disability, sexual orientation or source of payment, provided that those patients desire treatment by Resident. Resident shall comply with Hospital's policies with respect to the provision of charity care. "Neither party shall discriminate on the basis of race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, criminal conviction, and/or any other category or characteristic protected by law."

Best Efforts: Resident shall perform clinical activities in accordance with his/her level of training as defined by the residency program. Resident shall use his or her best efforts to deliver high quality, safe, effective and compassionate patient care services, to promote compassion and understanding in the treatment of all his or her patients and to develop an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and how to apply cost containment measures in the provision of patient care.

Standard of Care: Resident agrees that he or she will at all times, faithfully, industriously, and to the best of his or her ability, experience and talent, perform all the duties required of and from him or her under the terms of this Agreement. Resident shall maintain a level of professional practice and conduct commensurate with community professional standards and comparable to that required of members of Hospital's medical staff. He or she shall independently perform only those procedures that have been approved by the Director of the Residency Program in accordance with the Institution's Policy for Supervision and Credentialing.

### III. Compliance with Institutional and Legal Regulations

Resident shall perform all his or her services hereunder in accordance with the policies and procedures of Institution in effect during the term of this Agreement including, but not limited to, Drug, Alcohol and Substance Abuse, Physician Impairment, Sexual Harassment, and Professional Misconduct.

Resident shall perform all his or her services in compliance with all applicable federal and state laws, rules, regulations and agency directives; with the applicable standards of the Joint Commission on the Accreditation of Healthcare Organizations; with the ethical and professional standards of the American Medical Association and his or her specialty board; and with all currently accepted and approved methods and practices of his or her medical specialty.

Duty Hours shall conform to the New York State and ACGME Work Hours Regulations per the Institution's Work Hours Policy.

### IV. Fringe Benefits

Hospital shall provide Resident with uniforms, scrubs, and on-call room access in Hospital.

Hospital shall provide Resident with the medical malpractice insurance coverage required by Section IX of this Agreement.

Hospital shall provide Resident with such other employee benefits including, but not limited to, a contribution to health insurance and disability insurance. Detailed benefits information can also be found in the RRH Benefit Decision Guide. Leaves of Absence will be provided in accordance with New York State law and RRH policies.

## RESIDENT'S NAME

Information about applicable retirement benefits are available in Workday or may be obtained from Resident's Human Resources Representative.

Hospital shall provide the Resident with four weeks paid vacation per academic year. Vacation benefits are detailed in the RRH Vacation Policy located in Workday. Any additional time away from the program may need to be made up per individual certification requirements as detailed in the Resident and Fellow Manual and in each program's policy manual.

### V. Billing and Collecting

Resident hereby assigns to Hospital all claims for payment for services rendered to patients under this Agreement. Hospital and Resident agree that only Hospital will bill and receive any fees or charges for the services of Resident furnished to patients during the term of this Agreement. Resident shall not be entitled to, and shall not seek, any compensation or benefits, other than that specified in Section V of this Agreement.

Hospital shall provide all billing, collection and related accounting services required in connection with the provision of Resident's services hereunder, pursuant to the assignment in Paragraph A of this Section. Hospital shall retain all amounts collected above and beyond the amounts remitted to Resident as compensation and benefits under Section V of this Agreement.

Resident shall provide Hospital with such information about services rendered to patients, and in such form, as shall be required by Hospital to accurately and completely fulfill its billing and collection responsibilities hereunder.

Resident and Hospital shall cooperate as reasonably requested in the completion of third party reimbursement forms.

### VI. Medical Records

Resident shall generate medical records in a form and within times required by Hospital under its medical staff bylaws, rules and regulations.

All medical records and reports generated by Resident under this Agreement shall be the property of Hospital. Resident shall have access to such records for use in fulfilling his or her professional obligations hereunder.

### VII. Termination of Employment

Resident shall give Hospital at least one hundred twenty (120) days advance written notice of his or her intent not to renew his or her residency. In the event of renewal of Resident's appointment as a resident in the Residency Program, this Agreement shall be renewed for the term of such reappointment.

- A. The Residency Program shall provide four months written notice of intent not to renew the Residency Agreement, as circumstances permit. In the event of termination or non-renewal of a Resident's appointment, the Resident is entitled to appeal such action according to the Resident Appeal Policy which can be found in the Resident Manual.
- B. Employment may be terminated by Hospital upon the occurrence of any of the grounds for termination of such appointment and employment set forth in Hospital's Resident Manual, other relevant Hospital personnel policies, and/or the policies and procedures of the residency program to which Resident is assigned, in accordance with the terms and conditions set forth therein.

Resident's appointment and employment as a resident in the Residency Program may be terminated by Hospital immediately upon written notice to Resident if, for any reason, Resident ceases to be present at Hospital, except because of vacation, education leave, or other authorized absence listed in Hospital's Human Resource Policies.

RESIDENT'S NAME

In the event Resident's employment as a resident in the Residency Program is terminated under Paragraphs VII(A), or (B) prior to its expiration under Section I hereof, Hospital shall pay Resident his or her stipend under Section I through the termination date, but shall have no further obligation to make any payments hereunder.

VIII. Supervision and Evaluation of Resident

As a resident in the Residency Program, Resident shall be subject to the supervision of and be accountable to those individuals specified by the policies and procedures of the residency program to which Resident is assigned.

Resident shall be evaluated regularly in accordance with the schedule and procedures of the residency program to which Resident is assigned. The residency program shall keep such evaluations confidential, except to the extent required by federal or state law or regulation or by accreditation standards applicable to Hospital and its residency programs.

Any complaints of sexual harassment and/or other inappropriate behavior relating to Resident shall be addressed in accordance with the procedures outlined in Hospital's Human Resource Policy which can be found in the Resident Manual.

IX. Liability Insurance

In accordance with section IV of this Agreement, Hospital shall provide Resident with professional liability coverage in at least the minimum amounts required by the Hospital's governing body for its employed physicians, or as may otherwise be required to be provided by Hospital for Resident pursuant to applicable federal or state laws. This includes litigation that may be initiated after a resident leaves the program as long as the resident was performing activity within the scope of the program at the time of the alleged event. The Hospital assumes no financial responsibility for any professional liability insurance relating to coverage of any incidents not occurring within the scope and during the period of Resident's employment pursuant to this Agreement.

X. Moonlighting

Resident shall devote his or her efforts exclusively to his or her responsibilities under this Agreement as a resident in the Residency Program and shall not engage in any other professional practice without the express written consent of the Residency Program Director. The Program Director will not approve any other professional practice that will or might interfere with the fulfillment by Resident of his or her responsibilities under this Agreement, or result in a violation of state or federal regulations limiting the number of hours Resident may work in a defined time period.

RESIDENT'S NAME

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[RESIDENT NAME], [TITLE]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mary Dombovy, MD  
Program Director  
Physical Medicine & Rehabilitation Residency Program  
Unity Hospital

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Christina Goodermote, MBA, EdD  
Director, Medical Education  
Rochester Regional Health