

**RESIDENT PHYSICIAN EMPLOYMENT AGREEMENT
COVER PAGE**

Date of Agreement:

EXHIBIT A
STANDARD TERMS AND CONDITIONS

This Resident Physician Employment Agreement (the "Agreement") is hereby effective as of the Effective Date, and is by and between Employer and Resident.

WHEREAS, Employer has established an accredited clinical training program in graduate medical education (the "Program"); and

disability time that will prolong the training time for Resident shall be determined by Program Director and the requirements of the pertinent RRC and/or certifying Board.

IV. **OBLIGATIONS OF RESIDENT**

4.1 Employer Bylaws, Rules, Regulations and Policies. To comply with the bylaws, rules, regulations, and policies of Employer at all times during the term of this agreement and any amendments thereto, all as may be adopted or approved from time to time by the Governing Council, Medical Staff, Board of Trustees, or Administration of Employer, and/or any other duly authorized source, including but not limited to:

- (a) Employer Bylaws and Policies and Procedures;
- (b) Employer Me

- 4.9** **Assignments.** To follow the on-call schedule established by Program with the understanding that hours may vary depending upon medical needs of the clinical service(s) to which Resident is assigned.
- 4.10** **Pre-Employment Physical.** To submit to a post-offer, pre-employment physical examination at the Employee Health Office on or prior to commencement of work under this Agreement, and to have the results of said examination verify that Resident has no conditions that would preclude Resident from working in a drug-free workplace or from performing the duties and obligations of Program. Should Resident fail any aspect of the examination, this agreement shall be void.
- 4.11** **Accommodations/Special Needs.** Notify Program Director immediately if accommodations are needed to perform any of the essential job functions of the Program.

4.12

- 6.7 **Appointment Length.** Employer's appointment of Resident shall be for a one-year term, and reappointment to a subsequent year of residency shall require Employer's consent as evidenced by the execution of a new agreement.

VIII. **GENERAL COVENANTS AND CONDITIONS**

- 7.1 **Patient Records.** All records relating to any patient treated by Resident are the property of Employer, and shall be treated as confidential as required by law and shall be the property of Employer. However, Resident shall have access to such records in accordance with applicable State and Federal Laws and Employer's Policies.
- 7.2 **Agreement.** All questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement is a personal service agreement, and nothing contained in this Agreement shall be construed to permit assignment, in whole or in part, by Resident of any rights or obligations under this Agreement, and such assignment is expressly prohibited.
- 7.3 **Notice.** All notices required to be served by provisions of this Agreement may be served on any of the parties hereto personally or may be served by sending a letter duly addressed by certified or registered mail with postage prepaid. Notice shall be deemed received upon personal delivery or two days after the date of mailing. Notices to be served on Resident should be served or sent by certified mail.
- 7.4 **Offices And Support Personnel.** Employer shall provide (or arrange for the providing thereof) Resident such support services and personnel as Employer believes are necessary for the provision of professional services to those who receive the same.
- 7.5 **Ownership of Amounts Paid.** Resident acknowledges that all remuneration of any kind for professional clinical services rendered by Resident within the scope of Program is and shall remain the property of Employer. Resident hereby assigns to Employer the

- 7.7 **Disclosures.** Resident acknowledges that Resident is to be employed by a highly regulated employer, and as such that statutes, laws, rules, and/or regulations may be enacted requiring certain disclosures of Employer and/or Resident and/or prohibiting Resident from engaging in certain transactions which may require Resident to disclose the names of relatives and/or other entities in which Resident or family members has/have an ownership or other such interest to assure that Employer does not engage in any prohibited transaction and/or that applicable regulations are adhered to by all parties. In furtherance thereof, Resident agrees to cooperate and make such disclosures as may be required by the Conflicts of Interest Policy and Code of Conduct of Employer, to assure compliance by Employer with any such statutes, laws, rules, and/or regulations.
- 7.8 **Confidentiality.** During the course of Resident's employment, Resident will acquire private proprietary information concerning Employer's finances, business practices,

provision of this Agreement and/or to give meaning to such provision, the same shall survive the expiration or termination of this agreement.

- 7.12 Arbitration.** Except for disputes subject to the grievance procedures of Section 3.8, should any disputes arise between the parties hereto, the same shall be resolved using the dispute resolution procedure, including Binding Arbitration, set forth in Exhibit C, attached hereto and incorporated herein by reference.
- 7.13 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and contains all of the understandings and agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts between the parties with respect to the subject matter hereof.
- 7.14 Amendment.** The terms of this Agreement may only be amended in writing executed by each of the parties hereto.
- 7.15 Severability.** The invalidity or unenforceability of any particular provision of the Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.
- 7.16 Successorship.** This Agreement shall be binding upon and inure to the benefit of Employer and its successors and assigns, and it shall also be binding upon and inure to the benefit of Resident, and Resident's administrators, executors, heirs, and assigns.
- 7.17 Assignment.** Neither Employer nor Resident may assign any rights or obligations created by this Agreement without the express prior written consent of the other party.

EXHIBIT B
SUPPLEMENTAL BENEFITS

During the Term of the Agreement, Resident shall be entitled to the following:

- A. **Compensation.** Employer shall pay Resident the Base Salary, which is the rate established for Residents of like specialty. The Base Salary will be payable in bi-weekly installments in accordance with Employer's routine payroll procedures, less applicable deductions and withholdings.

- B. **Supplemental Benefits.** Employer agrees to provide Resident with the following supplemental benefits:
 - i. **Individual and Family Coverage.** In Employer's Comprehensive Health Care Plan as the

- xiii. Restrictive Covenant. Resident shall not be required to sign a non-competition guarantee.
- xiv. Residency Program Closure or Reduction. Resident shall be informed of Resident Program Reduction/Closure in accordance with the GME specified Policy.
- xv. Transition Payment. If Resident's Level of Training is PGY-1, Resident shall be eligible for a one-time transition payment to assist new PGY-1 resident physicians with the transition into their graduate medical education. The amount of this transition payment is a one-time payment of Five Thousand and 00/100 Dollars (\$5,000.00), less applicable deductions and withholdings.
- xvi. Resident Orientation. If Resident is a new hire and Resident attends new hire orientation, Employer shall pay Resident One Hundred and 00/100 Dollars (\$100.00) less applicable withholdings and deductions per day for each day Resident attends new hire orientation prior to the Effective Date.
- xvii. Educational Allowance. Resident shall be eligible for the Educational Allowance (set forth on the Cover Page) during the Term of the Agreement. Employer's GME Policy pertaining to Educational Allowance applies to any reimbursement pursuant to this paragraph. Notwithstanding the foregoing, any out-of-state travel expense of \$1,000 or more must be approved in advance by the CEO and expense to be reimbursable under this Agreement
- xviii. Chief Resident. If Resident is selected as the Chief Resident, Resident will provide the

4. **Costs of Arbitration.** All costs of the arbitration, including the costs and expenses of the arbitrator and other expenses the arbitrator deems and determines are appropriate, shall be assessed against the parties to the dispute, as the arbitrator determines, based upon his/her assessment of which party, if any, is at "fault" and should bear responsibility therefore. Said arbitrator shall have the authority to, at his/her discretion, include as taxable costs the reasonable counsel fees and expenses of the same for the parties hereto.

5. **Finality of Award.** The decision as rendered by the Arbitrator as above provided shall be final, binding and non-appealable, excepting only that either party may appeal the decision and seek vacation thereof pursuant to the provisions of 42 Pa. C.S.A. Section 7314(a)(1)(i) and/or (ii). Such decision as becomes final pursuant hereto may, at the option of either party, be confirmed pursuant to 42 Pa. C.S.A. Section 7313, 7314(d), and/or, as the case may be, 7316.

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4. Meet regularly with the Program Director to review and discuss issues affecting the Residency.
5. Participate in educational conferences
6. Attempt to develop educational training sessions that utilize Employer's Medical Skills Learning Center (Simulation Lab) to promote resident skills.
7. Develop, supervise, and maintain resident work schedules with assistance from residency personnel.
8. Participate in ongoing clinical research with a faculty member and/or fellow residents.
9. Actively participate in the residency recruitment process.
10. Attend and participate in hospital or clinic committees.
12. Supervise residents to access quality of care (peer review) and provide guidance.

V. Evaluation. The process of assessing the requirements of being Chief Resident will be regularly scheduled. The Program Director and/or teaching faculty will give feedback as necessary in a timely fashion concerning performance, problems, etc., to allow for correction. Evaluation will be based upon mutual curriculum goals and objectives. Evaluations (reports) will be solicited from other residents, teaching faculty, Chairs of Departments, and others who have had significant contact (or observation) with the Chief Resident.

VI.