

**CANTON MEDICAL EDUCATION FOUNDATION  
RESIDENT AGREEMENT OF APPOINTMENT**

Canton Medical Education Foundation (CMEF) and **Physician Name** ("Resident") enter into this Residency Agreement of Appointment ("Agreement") in Canton, Ohio, on **Date**.

IN CONSIDERATION OF THE FOLLOWING PROMISES, THE PARTIES AGREE THAT:

1. **POSITION:** The Resident is accepted into the **Residency** Training Program as post-graduate year level **PGY- \_ year**, subject to favorable review by the Program Director.
2. **QUALIFICATIONS:** The Resident (or "housestaff physician") must meet one of the following qualifications to be eligible for this training program:
  - A.) Graduate of medical school in the United States or Canada accredited by the Liaison Committee on Medical Education (LCME).
  - B.) Graduate of a college of osteopathic medicine in the United States or Canada accredited by the American Osteopathic Association (AOA).
  - C.) Graduate of medical school outside the United States and Canada who meets one of the following qualifications:
    1. Has received a currently valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) or
    2. Has a full and unrestricted license to practice in an U.S. licensing jurisdiction.
  - D.) Graduate of medical school outside the United States and completed a Fifth Pathway program provided by an LCME-accredited medical school.
3. **TERM:** This Agreement begins on **July 1, 20\_ and ending on June 30, 20\_**.
4. **RESIDENT'S RESPONSIBILITIES:** The Resident shall devote full-time effort in performing satisfactorily in all areas of the residency program including, without limitation, demonstrating didactic and clinical competency and displaying appropriate, professional behavior. General responsibilities are outlined in the Resident Physician Manual, which is attached as Exhibit A and incorporated in this Agreement by reference. The Resident must also abide by the current Human Resources and Hospital policies of each institution to which the Resident may rotate. This includes all employee health and employment-related requirements of each institution, including drug testing and criminal background checks. To the extent that these policies are in conflict with, and/or inconsistent with Exhibits A and/or A-1, the Exhibits shall be controlling. CMEF reserves the right to amend Exhibit A from time to time at its sole discretion. The position of housestaff physician entails the provision of care commensurate with the housestaff physician's level of advancement and competence, under the general supervision of appropriately privileged attending teaching staff and includes:
  - Participation in the delivery of safe, effective and compassionate patient care;
  - Developing 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;
  - Participation in the educational activities of the training program and, as appropriate, assumption of responsibility for teaching and supervising other residents and students, and participation in institutional orientation and education programs and other activities involving the clinical staff;
  - Participation on institutional committees and councils to which the housestaff physician is appointed or invited;
  - Performance of all responsibilities and duties in accordance with the established practices, procedures and policies of the institution, and those of its programs, clinical departments and other institutions to which the housestaff physician is assigned, including, among others, state licensing requirements for physicians in training, where these exist;
  - Participation in the evaluation of the quality of education provided by the Residency Program; and
  - Assistance in recruiting new residents to the Residency Program and institution.

The Resident may not assign or delegate any of these responsibilities.
5. **PROGRAM RESPONSIBILITIES:** CMEF shall offer the Resident a postgraduate training opportunity in a community hospital setting. CMEF agrees to provide the Resident the following support, benefits and conditions of employment.

A.) Financial Support: See Exhibit A-1, attached hereto and incorporated into this Agreement by reference. The Resident shall receive an annual stipend in the amount of **\$Stipend** payable biweekly, and an annual Education Allowance in accordance with the post-graduate year.

B.) Benefits: See Exhibit A. Benefits also include:

1. Sick Time, Bereavement Pay, Jury Duty Pay
2. Healthcare Insurance, Life Insurance, Short-Term Disability
3. Professional Liability Insurance
4. Vacation Time
5. Leave of Absence
6. On-Call Rooms, Meal Allowances, and Lab Coats

C.) Other Responsibilities and Policies: See Exhibit A regarding:

1. Duty Hours
2. Supervision
3. Harassment Policy
4. Physician Impairment
5. Promotion and Reappointment
6. Dismissal and Other Forms of Corrective Action
7. Grievance Process
8. Moonlighting
9. Reduction/Closure
10. Medical Services
11. Counseling/Psychological Services

D.) Resident Evaluations: As the position of housestaff physician involves a combination of supervised and progressively more complex and independent patient evaluation and management functions and formal educational activities, the competence of the housestaff physician is evaluated on a regular basis. The residency program maintains a confidential record of the Resident's evaluations.

6. CANCELLATION: Continuation and/or renewal of this Agreement are expressly conditioned upon the Resident's satisfactory performance and behavior at all times. Failure by the Resident to perform or behave satisfactorily at all times during the term of this Agreement shall be just cause for dismissal of the resident from the CMEF Residency Training Program as provided for in the Dismissal, Suspension, and Other Corrective Action Policy in Exhibit A. Employment by CMEF is contingent upon an acceptable pre-employment physical examination including testing for substance abuse and a criminal background check in accordance with Aultman Hospital's policies and procedures as agreed to by CMEF. Consistent with the provisions in Exhibit A, a resident may be immediately suspended if he or she is adversely influenced or impaired by alcohol or substance abuse. By signing this Agreement, the Resident agrees that he or she will not, at any time while expected to perform duties prescribed by this Agreement, be under the influence of or be impaired by alcohol and/or substances of abuse. The Resident agrees to comply with the provisions of the Physician Impairment Policy found in Exhibit A. The Resident shall not be eligible for unemployment compensation. Should the Resident decide to dissolve this agreement, he/she must provide written notice at least 60 days before the intended date of cancellation. There shall be no liability for either party in the event of cancellation.
7. ENTIRE AGREEMENT: This Agreement, including Exhibits A and A-1, represents the entire understanding of the parties and supersedes all other agreements or representations, oral or written. It may not be changed, except in writing and signed by both parties.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

By signing this Agreement, the Resident acknowledges that he or she has received, read, understands and accepts all terms described in this Agreement and in Exhibits A and A-1.

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan E. Mercer, MD  
Designated Institutional Official

\_\_\_\_\_  
Date

Attachments: Exhibit A - Resident Physician Manual & Exhibit A-1 - Resident Benefits Sheets