

**JEFFERSON EINSTEIN
RESIDENT/FELLOW Graduate Training Agreement
ACCREDITED TRAINING PROGRAM**

THIS IS AN AGREEMENT (“Agreement”), made this day of **[insert contract creation date]** between **JEFFERSON EINSTEIN**, a Pennsylvania nonprofit corporation (“**EINSTEIN**”) and **[insert resident name]** (the “**Resident**”).

WHEREAS, EINSTEIN operates healthcare facilities and physician practices which provide medical, surgical, and dental care to inpatients and outpatients;

WHEREAS, EINSTEIN and its affiliated healthcare entities conduct various graduate, residency and fellowship training programs for residents and fellows hereinafter referred to as “Residents;”

WHEREAS, EINSTEIN maintains the appropriate accreditations and qualifications to provide graduate training programs, or the Program identified in Section 1 is not accredited or recognized by the Accreditation Council for Graduate Medical Education if the training program is for physicians, hereinafter referred to as “Program” or “Training Program”;

WHEREAS, EINSTEIN provides training programs and relevant resources of faculty, staff, facilities, equipment and supplies in keeping with the applicable Program accreditation requirements;

WHEREAS, the Resident wishes to participate in the Program conducted by EINSTEIN and its affiliated entities;

WHEREAS, the Resident has been accepted by the relevant EINSTEIN Training Program Director, Division Head and/or Departmental Chair for appointment as a graduate trainee as further set forth in this Agreement;

WHEREAS, the duration of the Program is determined by the relevant accreditation entity or EINSTEIN and the Resident’s promotion (or commonly referred to as “promotion”) through the Program is defined by Training Levels determined by the Program;

WHEREAS, the Resident certifies that as of the effective date of this Agreement they are not presently under obligation, either verbal or written to any other graduate or postgraduate medical or dental education or training program;

NOW, THEREFORE, EINSTEIN and the Resident, in consideration of the above and of their mutual promises contained herein, and intending to be legally bound, agree as follows:

1. **Appointment.** EINSTEIN appoints Resident, and Resident accepts appointment, to the **[insert training program name]** Training Program in the Department of **[insert training department name]** (the “Department”) at EINSTEIN effective as of **[insert traing start date]**.

2. **Duration of Appointment/Term.** The term of this Graduate Training Agreement is for **[insert duration of training program]** years (the duration of the training program) and will commence on **[insert traing start date]** (hereinafter referred to as “commencement”). This Agreement will remain in effect until **[insert traing end date]**, the anticipated date of program completion, unless terminated from the Program pursuant to Section 9 or the duration of the training interval is extended in accordance with terms described in the Agreement. During the term of this Agreement, the Resident will function at a designated training level (“training level”) as defined by the Training Program. The Resident may be promoted to the next

Training Level if EINSTEIN is satisfied, in its sole discretion that Resident has fulfilled and completed the requirements of their Program at the end of each Training Level. Nothing in this Agreement obligates EINSTEIN to continue or promote the Resident in the Program in which they have been appointed for any period of time or duration.

2.1 Conditions Precedent. As conditions precedent to appointment to the Program and this Agreement, the Resident must provide required documentation to EINSTEIN prior to commencement of training. This Agreement may be declared void by EINSTEIN and shall not become effective if the Resident fails to provide EINSTEIN with all the documentation required for certification of eligibility (eligibility requirements) as set for in Section 4.1 of this Agreement.

3. Training Level. The Resident's training level will determine the Resident's roles, responsibilities, supervision, stipend, training license, and training credit toward applicable board certification.

4. Responsibilities of Resident. The position of Resident involves a combination of supervised, progressively more complex, and independent patient evaluation, management functions and formal educational activities. Among a Resident's responsibilities in a training program are the following:

4.1. Eligibility Requirements. Resident shall satisfy and meet all eligibility requirements for pursuing graduate education of an accreditation agency, as applicable; EINSTEIN eligibility requirements established for the respective Training Program; and such other additional information that EINSTEIN may request in connection with the Resident's credentials or background. Eligibility and selection requirements for enrollment in an EINSTEIN Training Program are described in the **Recruitment, Selection, Eligibility and Appointment Policy** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices), including but not limited to the following:

4.1.1 Physical and Health Requirements. Resident shall meet all required physical/health requirements of EINSTEIN including but not limited to pre-employment physicals, requirements described in the **Resident Job Description**, and adequate immunizations. Additionally, as part of the pre-employment physical and in accordance with Human Resources policies, all employees (including residents) are required to submit to and pass a urine drug screen test.

4.1.2. Background Checks. Resident's acceptance and continued participation as a resident in the Training Program is contingent upon the results of a criminal background check.

4.1.3. OIG/GSA Checks. Resident's acceptance and continued participation as a resident in the Training Program is contingent upon their eligibility to participate in Medicare, Medicaid, Tricare, or other Federal health care programs. A check will be performed of the U.S. Department of Health and Human Services Office of Inspector General ("OIG") list of excluded individuals, and the U.S. General Service Administration ("GSA") excluded parties' list system as part of the resident appointment process. If the Resident's name appears on the OIG or GSA excluded party lists or if the Resident is/was at any time excluded from participation in Medicare, Medicaid, Tricare, or other Federal health care programs or are convicted of a criminal offense related to the provision of health care items or services, participation as a Resident in the Training Program may be terminated immediately.

4.1.4. Legal Employment Status. In the case of a foreign national, Resident further agrees to obtain and maintain appropriate work authorization and visa status for commencement and the duration of training and through the end of the term of this Agreement. Resident agrees to provide EINSTEIN with all information and documentation required by the Educational Commission for Foreign Medical Graduates (ECFMG) and the US Citizenship and Immigration Services (USCIS).

4.2. Patient Care. The Resident will provide care, under the supervision of appropriately privileged faculty, commensurate with Resident's Training Level, competence and experience as directed

by the relevant Chair and/or Residency Program Director(s) and perform duties and responsibilities as described in **the Resident Job Description**, (job description and any updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices) The Resident will provide safe, effective, efficient and compassionate patient care in accordance with applicable standards of medical practice and commensurate with the Resident's level of training, responsibility, and competence, under the general supervision of appropriately privileged faculty staff.

4.3. If promoted, the Resident shall continue to meet Program requirements through the end of the term of the Agreement as well as remaining in compliance with all other terms and conditions of this Agreement.

4.4. Participation in Training Program Educational Activities

4.4.1. Participate in academic and clinical activities and in the teaching and supervision of other residents, medical students, and other persons assigned to Resident's responsibility as directed by the relevant Chair, Residency Program Director(s), and Faculty and as outlined in the department program curriculum and/or residency manual. It is understood that the Resident's clinical and/or teaching responsibilities will become progressively more complex as Resident is promoted through the Training Levels of their respective Program.

4.4.2. Work in good faith to improve patient care and medical education at EINSTEIN. Such efforts include, but are not limited to, direct participation in quality/performance improvement and/or risk management programs and in institutional committees and councils to which the Resident is appointed or invited.

4.4.3. Participate in the institutional curriculum for Residents developed to address issues common to all specialties including but not limited to pertinent ethical, socioeconomic, medical-legal and practice management issues.

4.5. Professionalism. The Resident will always present a proper appearance and display a professional, cooperative attitude towards all patients, visitors, colleagues, and employees.

4.6. Moonlighting. Resident agrees to adhere to the policies and practices of the institution that govern professional activities outside the requirements of the residency training program ("moonlighting") while enrolled in an EINSTEIN sponsored program. EINSTEIN is committed to providing excellent educational training opportunities to its Residents and to delivering excellent patient care. In turn, EINSTEIN expects each Resident to be dedicated to the care of patients and to recognize that residency training is a full-time responsibility. Residents will be permitted to moonlight only if they meet the eligibility criteria as set forth in EINSTEIN's **Resident Moonlighting Policy** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices) and only at the determination and express permission of the relevant Residency Program Director. All moonlighting activities must be delineated in writing to the relevant Residency Program Director as occurred. The Residency Program Director shall monitor all moonlighting activities to ensure that resident duty hours (training program and moonlighting combined) are not excessive and remain in compliance with applicable duty hour policies. EINSTEIN's professional liability coverage is provided only for approved educational and clinical activities directly related to and a part of the Program; EINSTEIN provides professional liability insurance coverage associated with EINSTEIN approved moonlighting activities, however, coverage shall be limited to incidents occurring at EINSTEIN or during EINSTEIN sanctioned activities in its designated facilities during the time of Resident's appointment or reappointment to an EINSTEIN Residency pursuant to this Agreement.

4.7. Licensure. The Resident is required to comply with state licensure/notification requirements for training, obtain and maintain applicable work authorizations/visas and certifications and successfully complete required examinations before the start of training, and agree to the following:

(i) Residents, except for Residents enrolled in a Council on Dental Accreditation (“CODA”) Training Program, must obtain, and maintain an appropriate and applicable license to practice in the Commonwealth of Pennsylvania in accordance with the relevant licensing agency. Resident agrees to provide EINSTEIN with all information and documentation required for procurement or renewal of a relevant license from the applicable Board, or for postgraduate training notification to the Pennsylvania State Board of Dentistry. Resident's appointment shall terminate automatically, Resident shall not be promoted, and Resident will not be eligible for a Fair Hearing if, for any time, Resident has not received or maintained their Pennsylvania medical training license, Pennsylvania unrestricted medical license, or other applicable professional health care license issued by a Pennsylvania licensing agency, board, or authority, as appropriate, by the starting date of that training level.

(ii) Comply with EINSTEIN policy on licensure examination as pertains to the United States Licensing Examination (USMLE) or the Comprehensive Osteopathic Medical Licensing Examination (COMLEX) for procurement or renewal of relevant license(s) and for promotion within the training program as described in the **USMLE/COMLEX Policy**, (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

(iii) Notify EINSTEIN Office of Academic Affairs/Graduate Medical Education Office and the relevant Residency Program Director of any irregularities or problems that may impede timely issuance or renewal of a continuation, of graduate training is dependent on the receipt by EINSTEIN of above-referenced documentation and might be delayed or denied, should such documentation not be provided, or required licenses(s) and/or approval(s) not be received, in timely manner.

4.8. Policies, Rules, and Regulations. Resident shall abide by, and comply with, all applicable laws, practices, policies, rules, regulations, directions and requirements of EINSTEIN, applicable institution's Medical Staff Rules and Regulations, and EINSTEIN's Office of Academic Affairs, Graduate Medical Education Committee (GMEC) rules, regulations, policies, and procedures as outlined in the **Institutional House Staff Manual**.

4.9. Grievances and Due Process.

4.9.1 Grievances. Residents are entitled to address concerns/grievances and have access to various GME and/or EINSTEIN/Jefferson policies related to the work environment, program structure, faculty, retaliation, or other issues using the Academic Affairs **Resident Grievance Policy**, the Jefferson Health **Sexual Harassment Policy**, the Jefferson Health **Equal Employment Opportunity and Non-discrimination Policy**, and/or the Jefferson Health **Compliance Program Policy**. EINSTEIN reserves the right to amend/update these policies from time to time. These policies and any policy updates shall be made available to the Residents at the commencement of training, and they are available to all Residents via EINSTEIN's residency management application.

4.9.2. Due Process. Residents are entitled to due process and may appeal Adverse Actions (Probation, Formal Reprimand, Non-Promotion, Suspension, or Dismissal/Termination) according to the due process procedures outlined in the EINSTEIN **Due Process Policy**. EINSTEIN reserves the right to amend/update this policy from time to time. These policies and any policy updates shall be made available to the Residents at the commencement of training, and they are available to all Residents via EINSTEIN's residency management application.

4.10. Modification of Policies and Program. EINSTEIN reserves the right at any time to amend, modify, establish, or delete any policies, procedures, or requirements generally applicable to the Training Program for which this Graduate Training Agreement applies and/or applicable to the Resident's particular

department or program. Further, EINSTEIN reserves the right to make changes without notice in the future to any aspect of these training programs.

4.11. Records. Perform assigned duties in a thorough and conscientious manner, including completion of medical records in accordance with the timeframe established by EINSTEIN as delineated in the applicable Medical Record Completion policy and respective EINSTEIN hospital's Medical Staff Rules and Regulations. Resident agrees to sanctions as described in the ***Housestaff Medical Record Policy*** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices) should he/she be in violation of medical record completion requirements.

4.12. Confidentiality. The Resident shall maintain the confidentiality of their Computer Information System (CIS) access code for patient information and any other unique access codes issued to the Resident by EINSTEIN for purposes of patient care or program-related activities. In addition, it is the policy of EINSTEIN to make every effort to maintain the confidentiality and security of patient-related information in accordance with all applicable federal and state law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HITECH Act. Patient-related information is defined as all information related to the health, business or personal matters of the patient or patient's family. This includes, but is not limited to, information contained in the medical record including patient's diagnosis, examination, treatment, observation, or conversation, and information maintained in databases that contain diagnostic or treatment-related information. The Resident shall abide by all EINSTEIN policies surrounding patient confidentiality and privacy and security and shall ensure to the best of their ability that the patient's rights are preserved. Failure to follow these policies may be the cause for immediate dismissal.

5. Conditions of Appointment and Promotion Process.

5.1. Evaluation Promotion Process. The relevant Training Program will review the performance of the Resident and the relevant Residency Program Director will promote to the next appropriate level of training in the Resident's Training Program in accordance with accreditation requirements and the ***Promotion Policy*** provided that the Resident meets the training requirements at the time of the recommendation. EINSTEIN and Resident agree that while the duration of a training level is generally twelve (12) months, the Resident's training level will not be promoted until all the Training Program requirements for the current training level are satisfied.

5.2. Acceptance of Training Level Promotion. If Resident is promoted to next level of training, to process the promotion, the Resident must accept EINSTEIN's ***Offer of Training Level Promotion*** by signing the "Offer of Training Level Promotion document" issued by the Office of Academic Affairs no later than ten (10) calendar days after it is presented to the Resident. If Resident does not accept EINSTEIN's offer of promotion to the next Training Level within ten (10) calendar days, then the offer is deemed to be withdrawn and may be withdrawn. Resident's signing of the "Offer of Training Level Promotion document" does not prohibit EINSTEIN from withdrawing the offer of promotion if EINSTEIN determines, in its sole discretion, that Resident's performance is not satisfactory during the remainder of the then current Training Level, or Resident has not fulfilled and completed the requirements of their Residency as of the end of the then current Training Level.

5.3. Notice of Intent to Dismiss or Not Promote In the event that the Training Program intends to either dismiss the Resident and terminate this Graduate Training Agreement, or not promote to the next level of training, the Program Director shall provide the Resident with written notice of the intent to dismiss or not to promote at least three (3) months prior to the end of the current training level. If the primary reason for termination or non-promotion arises within that three (3) month period, then the Resident will be provided with as much written notice as circumstances reasonably allow.

5.4. Procedure for Appealing Determination to Dismiss or Not Promote. If Resident is not offered training level promotion or receives notice of intent to dismiss and terminate this GRADUATE TRAINING AGREEMENT, Resident may appeal such a determination in accordance with the procedures set forth in the **Due Process Policy** as that policy may be amended from time to time (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

5.5. Recommendation to Repeat or Extend Training Level. If EINSTEIN determines, in its sole discretion, that the Resident has not completed the then current training level at a level of performance satisfactory to EINSTEIN or has not fulfilled and completed the requirements of their Residency at that training level, then it may, in lieu of termination and at EINSTEIN's sole discretion, provide the Resident the opportunity to repeat or extend the training level in question. If such an offer is made and accepted, then Resident and EINSTEIN shall adjust and initial Section 2.0 of this Agreement and shall sign an adjusted "Offer of Training Level Promotion document" noting that the duration of the training level is extended or repeated and that the term of the Graduate Training Agreement is extended to the new anticipated date of program completion. The Resident may appeal the decision according to the procedures outlined in the **Due Process Policy**, as that policy may be amended from time to time (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

6. Discipline. Resident may be subject to disciplinary adverse actions, as set forth in the **Due Process Policy**, as that policy may be amended from time to time, and any applicable EINSTEIN Human Resource policy. A Resident may file an appeal concerning discipline or any complaint relevant to the residency program according to the procedures outlined for grievances in the **Due Process Policy**, as that policy may be amended from time to time (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices.)

7. Duty Hours Statement. Both parties recognize that EINSTEIN complies with work-hour limits promulgated by the applicable accrediting agency. EINSTEIN recognizes that excessive duty hours extending over unreasonably long periods of time or onerous on-call schedules are not consistent with the primary objective of education or the efficient delivery of optimal patient care. Actual duty hours and schedules shall be determined by the relevant Residency Program Director (or designee) of the relevant clinical department to which they are assigned, the institution and the relevant Training Program Director shall regularly monitor resident work hours. Resident agrees to adhere to EINSTEIN's **Clinical and Educational Work Hours** and **Supervision** policies that may be amended from time to time (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

8. Financial Support and other Benefits

8.1. Stipend. Resident's stipend for services rendered during the current training level shall be at an annual rate described on the schedule offered at the time of initial presentation of the Graduate Training Agreement or at the time of training level promotion, payable in equal installments every two (2) weeks and in accordance with EINSTEIN's payroll processes. EINSTEIN may, at its sole discretion, increase the salary paid to Resident. EINSTEIN may withhold from all payments to Resident those amounts which it is required to withhold by law including, without limitation, withholdings for federal, state, local and all other applicable taxes.

8.2. Payments upon Termination. If Resident's appointment for each training level has commenced and is terminated before the end of any training level, Resident will be paid his or her salary through the date of the termination of Resident's appointment and this Agreement.

8.3. Benefits. Resident shall be entitled to participate in or be eligible to receive benefits under any benefit arrangement or plan generally made available by EINSTEIN to its residents, in accordance with the requirements, terms, conditions, and limitations of any such benefit arrangement or plan, as may be in

effect from time to time. EINSTEIN has the right to amend, modify or delete any such benefit arrangements or plans at any time. Such benefit arrangements and plans include health insurance, life insurance, long-term disability insurance and flexible benefits program and are set forth more fully in **EXHIBIT A – House Staff Benefits Summary Sheet**.

8.4. Time Away From Training. Resident shall receive paid time away from training in accordance with EINSTEIN's **Time Away From Training Policy** and as more fully set forth in **EXHIBIT A – House Staff Benefits Summary**. Paid time off must be scheduled in accordance with guidelines set forth in the EINSTEIN's **Time Away From Training Policy** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

8.5. Professional Liability Insurance and Worker's Compensation Insurance. EINSTEIN will provide Resident participating in a Training Program with professional liability insurance provided generally by EINSTEIN to its similarly situated residents through EINSTEIN's self-funded insurance program. This coverage fulfills the requirements of the Commonwealth of Pennsylvania and shall conform in all respects to the requirements of the Medical Care Availability and Reduction of Error Act (Mcare/Act 13 of 2002). It should be noted that this coverage ONLY extends to occurrences associated with approved professional duties performed or medical professional responsibilities assumed in connection with his/her prescribed and supervised education/training program activities. The Resident shall be provided with the details of EINSTEIN's professional liability coverage at the commencement of their training under EINSTEIN auspices. This information is also kept on file in the Office of Academic Affairs. Without limiting or modifying the foregoing, Resident acknowledges and agrees that, where coverage otherwise exists, coverage shall be limited to incidents occurring at EINSTEIN or during EINSTEIN sanctioned activities in its designated facilities during the time of Resident's appointment or reappointment to an EINSTEIN Residency pursuant to this Agreement. Evidence of Coverage provided by this section shall be provided to Resident at their request. If a Resident suffers a work-related injury, the Resident is generally covered under the workers' compensation program of EINSTEIN provided the Resident complies with the requirements of the worker's compensation program.

8.6. Confidential Counseling Services. EINSTEIN will facilitate Resident's access to confidential counseling, medical and psychological support services for Resident. See the Institutional Housestaff Manual for additional information relating to such counseling services.

8.7. Leave of Absences. Resident has available to them leaves of absences, including family, parental, medical and personal in accordance with EINSTEIN applicable policies, including but not limited to **Time Away From Training Policy, Family and Medical Leave Act (FMLA) Policy, Death in the Family Policy, Personal Leave Policy, and Military Leave Policy** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices). The Residency Program Director shall provide written policy on the effects of leaves of absences on satisfying the criteria for completion of the residency program and for access to eligibility for certification by relevant specialty Board at the commencement of training.

8.8. Impairment and Substance Abuse. EINSTEIN has ZERO tolerance for substance abuse in the workplace and follows its **Impairment in Workplace/Diversion/Guidelines for Substance Abuse Testing Policy** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices). EINSTEIN, through its Graduate Medical Education Committee (GMEC), has the responsibility of providing a safe working environment for all residents enrolled in EINSTEIN graduate medical education programs. In addition, EINSTEIN has a responsibility to its patients, its employees, and its community to ensure that all physicians and dentists, including Residents, are physically and mentally competent to meet their designated patient care responsibilities. It is both a Program Director and Institutional responsibility to provide guidance and support to each Resident throughout the course of their training program. EINSTEIN is required by the ACGME to facilitate resident access to appropriate and confidential counseling, medical, and psychological support services. This

includes written policies describing how impairment, including substance abuse, will be handled. EINSTEIN'S ***Impairment in Workplace/Diversion/Guidelines for Substance Abuse*** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices) is intended to provide overall guidelines and direction to Program Directors on how to proceed when confronted with a potentially impaired Resident. It also shall serve as a mechanism to provide impaired Residents with direction regarding their continued employment and benefits if they remain in compliance with institutional requirements and standards governing impairment. In cases of suspected substance abuse, EINSTEIN'S ***Impairment in Workplace/Diversion/Guidelines for Substance Abuse Policy*** shall be followed. Violations will be addressed as outlined in these policies referenced in this section. Resident will be required to undergo any including any required pre-employment screenings and any other testing as applicable under EINSTEIN policies or by a monitoring agreement with the Physicians Health Program, or equivalent program, or treatment provider. In the event that impairment has been documented during the Training Program for which the Resident has not sought treatment or successfully rehabilitated), the Program Director may be obligated to report this in response to queries from state boards, hospital credentialing committees or subsequent employers depending on the nature of the impairment, the response to rehabilitation and the specific questions asked.

8.9. Request for Accommodation. EINSTEIN is committed to compliance with the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and the Americans with Disabilities Act Amendments Act to provide equal employment opportunities for qualified employment applicants and employees. EINSTEIN expresses intent to provide reasonable accommodation, as necessary, for "known" disabilities of qualified applicants or employees. Residents who wish to request accommodation for a disability must do so by following EINSTEIN'S ***Accommodation Policy*** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

8.10. Policies Regarding Harassment. Complaints of harassment including unlawful sexual harassment will be handled in accordance with the specific procedures for addressing such complaints as set forth in EINSTEIN'S ***Sexual Harassment Policy*** and the respective EINSTEIN hospital's ***Medical Staff Professionalism Policy***, as applicable. Such policy and procedures, as they may be amended from time to time, as applicable, will govern complaints by or against Resident of harassment including unlawful sexual harassment (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices). Additional copies of these documents may be obtained from the Office of Academic Affairs.

8.11. Other Optional Benefits are as outlined in **EXHIBIT A – House Staff Benefits Summary**.

8.12. Certificate. EINSTEIN will provide a EINSTEIN certificate upon satisfactory completion of all training program requirements. Certificates for partial completion of the training program will not be offered.

9. Termination, Revocation and Resignation

9.1. Termination.

9.1.1. Termination. The Resident's appointment shall terminate automatically at the end of the Graduate Training Agreement, unless otherwise terminated as provided for herein.

9.1.2. Immediate Termination. EINSTEIN may, in its discretion, terminate the Resident's appointment and this Graduation Training Agreement immediately upon the occurrence or existence of any of the following, including but not limited, events:

- (i) Resident's failure to perform the duties or responsibilities of a resident in his or her department at a level of performance satisfactory to EINSTEIN, as determined solely

- by EINSTEIN, notwithstanding any promotion as provided for in this Agreement;
- (ii) Resident's serious or repeated infraction of established policies and procedures of AEMC;
 - (iii) Resident's failure to complete any Training Level at a level of satisfactory to EINSTEIN, as determined solely by EINSTEIN;
 - (iv) Resident's failure to adhere to appropriate patient care, ethical or professional standards;
 - (v) Resident's action or conduct that is determined by EINSTEIN to be action threatening the health, welfare or safety of any patient, visitor, colleague, or employee;
 - (vi) Resident's breach of or failure to perform any term, condition, duty, or responsibility contained in this Agreement;
 - (vii) Resident's unavailability for, or inability to, work beyond the maximum amount of authorized leave including, without limitation, any medical or family leave;
 - (viii) The revocation, suspension, withdrawal, failure of renewal/maintenance or termination of any medical license, medical trainee license, or other professional health care license or other authorization to practice the profession, issued to the Resident by any licensing board, agency or other authority of Pennsylvania, any other state, territory, possession, country, branch of the Federal Government, or any other jurisdiction, and Resident will not be eligible for a fair hearing;
 - (ix) Resident's unlawful use of any drug. See EINSTEIN'S ***Impairment in Workplace/Diversion/Guidelines for Substance Abuse Policy*** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices);
 - (x) Resident's reporting for duty at EINSTEIN or performance of any duty at EINSTEIN while under the influence of alcohol; or
 - (xi) Resident's engaging in any misconduct or any criminal conduct determined by EINSTEIN to be a serious wrongdoing, or conviction of a felony or other crime determined by EINSTEIN to be a serious crime. Conviction, as used in this Agreement, shall include, but shall not be limited to, a finding or judgment of guilt, a plea or admission of guilt, or a plea of nolo contendere.
 - (xii) Resident is materially misrepresenting and/or providing inaccurate or incomplete information or documentation or has failed to provide accurate or complete information or documentation, as part of or during the recruitment or application process.

9.3. Termination with Notice. EINSTEIN may terminate this Agreement prior to its expiration, unless otherwise provided for herein, after Resident is given notice of the action taken against Resident, including formal reprimand, suspension, probation, dismissal, or other disciplinary action, as outlined in the ***Due Process Policy***. Such policy also sets for the procedure for Resident to appeal a decision by EINSTEIN (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices). Additional copies of the uniform process may be obtained from the Office of Academic Affairs/Graduate Medical Education Office (OAA).

9.4. Revocation Before Commencement of Training Program. Resident's appointment will be revoked automatically and Resident will not be eligible for any due process if, prior to the actual commencement of the Graduate Training Agreement and the Residency Training Program at EINSTEIN: (1) Resident's current residency, organization, or program informs Resident or EINSTEIN of Resident's failure to satisfactorily complete that program, or the suspension or the dismissal of Resident from, or the intent to suspend or dismiss the Resident from, that residency, organization, or program; or (2) Resident engages in any misconduct or any criminal conduct determined by EINSTEIN to be a serious wrongdoing or Resident is convicted of a felony or other crime determined by EINSTEIN to be a serious crime, (3) Resident being found to have materially misrepresented himself/herself during the recruitment or application process or; (4) EINSTEIN receiving an unfavorable reference from a current or former employer, program director or other person whose reference was solicited by either EINSTEIN or the Resident. The Resident shall notify EINSTEIN in writing promptly of any situation involving Resident's current residency, organization, or program as set forth in (1) of this Section 9.4, and of any criminal arrest or conviction. Resident also agrees to cooperate with EINSTEIN and to provide relevant information requested by EINSTEIN in connection with any circumstance or situation determined by EINSTEIN to be covered by this Section 9.4 of this Agreement. Notwithstanding anything in this Agreement to the contrary, if Resident's appointment is revoked Resident will not be entitled to receive any stipend, payments, or compensation under this Agreement.

9.5. Resignation by Resident.

9.5.1. Accepted Resignation. Resident may resign from this Training Program and the obligations of this GTA only with EINSTEIN's prior written consent by Designated Institutional Official or their designee.

9.5.2. Unaccepted Resignations. If EINSTEIN does not accept Resident's resignation, EINSTEIN may in its sole discretion and with notice to Resident, report to outside agencies, Boards, or other training programs, that Resident unaccepted resignation was considered a breach of the Agreement (contract) and unprofessional.

10. Reporting. In accordance with the ***Due Process Policy*** (policy and any policy updates, shall be furnished to the Resident at the commencement of training under EINSTEIN auspices).

11. Notice. Notices shall be in writing. Notice to the Resident may be addressed to the Resident in care of the Department or to the Resident's last address known to EINSTEIN. Notices to EINSTEIN and to representatives of EINSTEIN shall be addressed to them at their respective departments at EINSTEIN.

12. Miscellaneous Provisions.

12.1. Integration. This Agreement supersedes and replaces any and all prior understandings and agreements between the parties, whether oral or written.

12.2. Choice of Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

12.3. Photocopies. A photocopy of this Agreement signed by the parties shall be as binding and as legally enforceable as the original Agreement.

12.4. Titles and Headings. The title or heading of any provision of this Agreement shall not be construed to either restrict or enlarge the scope or the meaning of the language of the provision.

12.5. Cooperation. The Resident agrees to cooperate with EINSTEIN in the investigation of incidents and preparation for legal proceedings and to be available as reasonably required to participate in legal proceedings. Resident also agrees to cooperate in any legal proceeding that may arise from the execution of certain medical forms/documents including but not limited to psychiatric commitment (302), child abuse report and DOT driver clearance. This provision shall survive termination of the Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the dates written below, to be effective on the date this Agreement was made as first written above.

JEFFERSON EINSTEIN



By: _____
Douglas L. McGee, D.O.
Chief Academic Officer

RESIDENT SIGNATURE

[insert resident name]

[date]
DATE

[insert contract signature]
DATE