PURPOSE

This policy and procedure delineates the additional responsibilities and terms and conditions referenced in each resident’s appointment letter. It is useful at the time of resident interviews and selection and intended to be used in concert with the Resident’s Appointment Agreement.

POLICY

It is the policy of Temple University Hospital that all residents must comply certain responsibilities and their appointment letters shall all reference, and each resident shall comply with certain terms and conditions of appointment outlined below and in Exhibit A.

PROCEDURES

Terms of Appointment:

Each resident shall fulfill all of his/responsibilities, and comply with the terms and conditions contained in Exhibit A.
EXHIBIT A
RESIDENT PHYSICIAN APPOINTMENT LETTER
RESPONSIBILITIES AND GENERAL TERMS AND CONDITIONS

I. Resident Physicians Responsibilities: The responsibilities of each resident in the Program shall include in part:

**Clinical and Educational Requirements.** Using the resident’s best efforts, judgment, and diligence in fulfilling his/her duties, tasks, responsibilities, and any other clinical and educational requirements in a professional and appropriate manner. This includes, without limitation:

- a) participating in safe, effective, efficient, and compassionate patient care;
- b) following through to completion all clinical responsibilities as assigned;
- c) demonstrating professionalism, courtesy, and respect to all patients and their families and to all staff and employees;
- d) participating in the educational activities of the Program and other scholarly activities involving the clinical staff and other hospital staff as necessary and appropriate;
- e) assuming responsibility, as appropriate and as assigned, for teaching and supervising other residents and students; and
- f) participating in institutional medical staff committees, task forces, and/or councils to which the resident is peer-appointed, volunteer, or, because of the expressed special interest/ or institutional need, or as requested to participate by the resident’s Program Director.

**Residency Application.** Providing complete, accurate and truthful information regarding his/her training, education, ability to work in the United States, and qualification for his/her appointment as a resident and his/her PGY level. Any false statement, misrepresentation, misstatement, or omission regarding the resident’s training, education, ability to work in the United States, or qualifications may result in the immediate termination of the resident’s appointment and/or retroactive invalidation of credit for time completed.

**Resident Appointment:** The resident must sign an initial one year Resident Appointment Agreement. Renewal of the Agreement is on a year-to-year basis and is determined on the basis of performance. Please refer to the Resident Appointment Agreement for specifics about the Resident’s responsibilities, TUH responsibilities, re-appointment, suspension, non-renewal, termination and due process.

**Accreditation Standards, Bylaws, Policies and Procedures.** Complying with all bylaws, policies and procedures set forth in the GMEC Policies and Procedures as well as those of the Hospital and its Medical Staff (and other institutions to which the resident is assigned), the Department, the Joint Commission, Department of Health and Health Care Financing Administration standards, and all other applicable and federal.

**OSHA Training.** Completing the Occupational Safety and Health Administration (“OSHA”) training provided by the Hospital.

**Immunization/Physical Examination/Test.** Upon request, obtain any pre- or post-offer immunization, physical examination, or test reasonably requested by the Hospital. When a resident brings it to the attention of the Hospital, the Hospital will attempt to reasonably accommodate the resident’s disabilities affecting his/her ability to perform the essential functions of the Program.

**Medical Records.** Completing all discharge summaries and all other medical records related to the resident’s assigned activities in accordance with the policy outlined in the GMEC Policies and Procedures, which presently calls for completion of medical records within seven (7) days and the dictation of operative reports immediately after surgery. Failure to complete discharge summaries, operative reports, and all other medical records may result in the Hospital taking disciplinary action including, but not limited to, suspension without pay or termination. All residents are not permitted to remove patient medical records from the place of his/her rotation. Additionally, each resident shall comply with any and all policies and procedures of the Hospital or assigned institution related...
to patient confidentiality and ownership of medical records. Failure to abide by these requirements is considered a material breach of a resident’s appointment agreement and may result in the Hospital taking disciplinary action.

**Cooperation/Assistance in Litigation/Risk Management.** Assisting and fully cooperating with risk management activities and in the defense of any and all claims and litigation brought against the Hospital or related to the resident’s activities in the Program. With regards to such claims, each resident shall also assist and fully cooperate with insurance company representatives, attorneys, teaching faculty, and employees of the Hospital or teaching centers or health care facilities to which the resident rotate. Each resident agrees to be available in the Commonwealth of Pennsylvania for preparation, meetings, depositions, and trial testimony related to such litigation. This obligation shall survive the termination or expiration of the resident appointment in the Program.

**Returning Hospital Property.** When the resident’s appointment terminates or expires, the resident shall promptly returning all Hospital property including in part identification badge, keys, books, and equipment.

**Board Requirements.** Meeting and completing all requirements for the successful completion of the Program and becoming Board eligible or Board certified in the resident’s specialty/subspecialty.

**State Board Requirements:** All residents must obtain a Pennsylvania Training License (MT license) and renew same each year while in graduate medical training. Cost of each MT license is borne by the Hospital. If or when a Resident obtains an unrestricted medical license (MD or DO license), he/she must continue to maintain an MT license while in graduate medical training. Without an MT license, a Resident cannot participate in graduate medical education in the Commonwealth of Pennsylvania.

**Orientations.** Participating in the institutional and departmental orientation(s).

**Moonlighting.** Not engaging in outside employment or other activities that may interfere with the resident’s obligations under the Program or the effectiveness of the resident’s educational program. The Hospital discourages all residents from engaging in professional activities beyond the scope of the Program. Such activities impose additional responsibilities, demands, and stress that may be detrimental to the successful completion of the educational program. If a resident engages in such activities, the resident must obtain the appropriate approvals in accordance with GMEC’s current policies and procedures.

**Compliance with Applicable Laws and Regulations.** Complying with all applicable federal, state, and local laws and regulations including, without limitation, those applicable to patient confidentiality including in part the Health Insurance and Portability Act of 1996 (“HIPAA”) and its implementing regulations.

**Confidentiality of Computer and Access Codes.** Maintaining the highest confidentiality of any computer or other access codes.

**Self Study.** Developing a personal program of self-study and professional growth with guidance from the attending teaching staff.

**VISA.** All residents must be citizens or permanent residents of the United States or hold a current visa which is acceptable for graduate medical education training. Each resident is responsible for obtaining any required VISA and should discuss who is responsible for any associated costs prior to choosing the Program as a part of the Match and accepting appointment in the Program. Residents must be able to show proof of identity and authorization to work in the United States as per current TUH personnel policy. International medical school graduates must also have a valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG).

**ACGME Requirements.** Fulfiling any appointment and eligibility requirements required by the Accreditation Council for Graduate Medical Education (“ACGME”).

**Inventions.** All inventions, discoveries and improvements invented, developed or discovered by any resident as a part of his/her duties under the Program shall be and remain the sole and exclusive property of the Hospital. A resident shall promptly disclose, in writing, to the Program Director all inventions, discoveries and
improvements and shall execute, from time to time, during or after termination of the appointment, such further instruments, including, without limitation, applications for letters, patents, and assignment thereof, as may be deemed necessary or desirable by the Hospital to effectuate this provision. This provision shall survive expiration or termination of the resident’s appointment.

**Waiver and Release of Information.** Acknowledge that, should another institution, organization, or regulatory body request information regarding the resident’s training at the Hospital, the Hospital will divulge any and all appropriate information that it possesses concerning resident, including information relating to any suspension, termination, non-promotion, or non-renewal of the resident’s appointment. The resident’s signature on the appointment agreement hereby authorizes the Hospital and its agents, employees, directors, faculty and representatives to disclose and release such information and signifies that the resident waives any and all claims related to such disclosure whether oral, in writing, or otherwise.

**II. General Terms and Conditions**

**Assignment.** The Hospital may assign, sell or transfer the resident’s appointment agreement, the Hospital’s obligations hereunder or interest herein without the resident’s consent. The resident cannot assign, sell or transfer the appointment agreement, his/her obligations hereunder or interest herein.

**Governing Law.** The appointment agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws, and by the courts, of the Commonwealth of Pennsylvania, City of Philadelphia, without regard to its choice of law provisions.

**Severability.** If any term or provision of the appointment agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the appointment agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the agreement shall be valid and enforceable to the fullest extent permitted by law.

**Integrated Agreement.** The resident’s appointment agreement constitutes the entire understanding and agreement between the resident and the Hospital concerning the subject matter hereof. The appointment agreement supersedes all prior written or oral agreements or understandings existing between the resident and the Hospital concerning the subject matter hereof.

**Waivers and Amendments.** No waiver of any term, provision, or condition of the appointment agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of the appointment agreement. No amendment to any provision of the appointment agreement shall be effective unless in writing and signed by resident and the Hospital.

**No Discrimination.** The resident and the Hospital each agree that, in the performance of his/her appointment agreement, services will be provided without discrimination toward any patients, employees, or other persons regardless of their race, religion, color, sex, sexual orientation, age, national origin, marital status, disability, or on any other basis prohibited by law.

**Binding Agreement.** All of the terms and provisions of your appointment agreement shall be binding upon, inure to the benefit of and be enforceable by the resident and the Hospital, their respective legal representatives, and their permitted successors and assigns.

**Further Assurances.** The resident agrees to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of his/her appointment agreement.

**Sanctioned Person.** The resident represent and warrant that the resident: (a) is not “sanctioned persons” under any federal or state program or law; (b) has not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) has not been listed on the System for Awards Management as
excluded from Federal Programs; (d) has not been convicted of a criminal offense related to health care; (e) has not been listed on the Commonwealth of Pennsylvania list of Precluded Providers; and (f) is not a debarred or suspended contractor of the Commonwealth of Pennsylvania. The resident shall immediately notify the Hospital in the event that he/she is no longer able to make such representations and warranties. Without limitation to any other rights and remedies under this resident appointment agreement, afforded by law, or in equity, the Hospital may immediately terminate the resident appointment agreement, without penalty, in the event that it has determined that the resident is in breach of this provision.