

**Detroit Medical Center
Graduate Medical Education Agreement of Appointment
2022-2023**

This Detroit Medical Center Graduate Medical Education Agreement of Appointment (“**Agreement**”), entered into as of <<startdate>> by Detroit Education & Research (“**DE&R**”), whose sole member is VHS of Michigan, Inc. d/b/a Detroit Medical Center (“**DMC**”), and VHS of Michigan, Inc. d/b/a Detroit Medical Center (“**Sponsoring Institution**”), and <<firstname>> <<lastname>> (resident/fellow referred to herein as “**Trainee**”), sets forth the terms and conditions of Trainee’s appointment as a trainee physician at DMC.

WHEREAS, the DMC, a for profit entity, sponsors certain graduate medical education programs for residents and fellows (“**Graduate Medical Education Programs**”);

WHEREAS, DE&R employs the Trainees who are appointed to the Sponsoring Institution’s Graduate Medical Education Programs;

WHEREAS, Sponsoring Institution and DE&R, provide the necessary training and support services for Graduate Medical Education Programs;

WHEREAS, DE&R will employ the Trainee during the term of the Appointment to Sponsoring Institution’s Graduate Medical Education Program in <<program>> (“**Residency Program**”).

WHEREAS, DE&R and Sponsoring Institution secure from Detroit Medical Center Graduate Medical Education Office (“**DMC GME Office**”) certain operational, administrative and financial support.

WHEREAS, various policies and procedures are referenced herein and may be revised, amended or newly issued from time to time for notice and compliance by all Trainees, such policies and procedures are contained in Residency Management Suite (“**RMS**”) (New Innovations) and may be accessed at <https://tenet.policytech.com/> and/or secured from the Residency Program Director or Sponsoring Institution Office of Graduate Medical Education.

NOW THEREFORE, the purpose and intention of this Agreement is to assist the Trainee in the pursuit of his or her studies. In exchange for valuable consideration, the receipt and sufficiency of which is acknowledged, DE&R and the Trainee agree as follows:

1. Terms of Appointment.

1.1 Commencement Date in the Program of <<program>> (“**Program**”) from <<startdate>> (“**Commencement Date**”) to <<enddate>> (term may not exceed one year) at **training level** (“”) <<STP>> with an annual salary of <<compensation>>. An annual educational allowance of \$2,500 will be available to use for educational purposes during the one year period; Commencement Date of this agreement through the term date of this agreement. All requests will be in accordance with the Resident educational allowance program; oversight and approval will be processed by the DMC GME Office. Requests must be accordance with, and identified as an approved expenditure, under the Tenet Travel and Other Business Policy, Tenet Travel and Expense Reference Guide, Resident Educational Allowance Program/Other Expenses

Procedure Policy found on the Tenet/DMC web-site <https://tenet.policytech.com> or RMS (New Innovations) and GME Resident Educational Allowance Program procedures.

1.2 As a condition precedent to begin training and receive the financial support and benefits outlined in this Agreement, the Trainee must provide appropriate credentialing documentation to the DMC GME Office prior to Commencement Date. This Agreement may be declared a nullity by DE&R if the Trainee fails to provide the DMC GME Office with all of the following credentialing documentation required for certification of eligibility or fails to comply with other certification requirements noted below:

- 1.2.1 Trainee's ability to demonstrate that he/she is a graduate of an accredited medical school.
- 1.2.2 Trainee's ability to deliver information and documents for Sponsoring Institution, DE&R, DMC or DMC GME Office to properly complete Form I-9, and, as applicable, a copy of an appropriate visa as required by the U.S. Department of Citizenship and Immigration Services (CIS) and to demonstrate certification by the Educational Commission for Foreign Medical Graduates (ECFMG), and all other similar authoritative bodies. Any document not printed in English must be accompanied by an acceptable, original English translation prepared by a qualified translator and accompanied by an affidavit of accuracy acceptable to Sponsoring Institution, DE&R, DMC or DMC GME Office.
- 1.2.3 Obtain and maintain a valid license to practice medicine that complies with the applicable provisions of the laws pertaining to licensure in the State of Michigan and provide documentation of valid license to the DMC GME Office by date required annually.
- 1.2.4 Acquire and maintain life support certification(s) ACLS, BCLS, and PALS as prescribed by Sponsoring Institution, Program, and/or DMC, and/or other comparable certifications required by your Program;
- 1.2.5 Trainee's ability to demonstrate he/she is physically and mentally fit for duty, including passing of a medical screening prior to commencement of appointment performance under this Agreement. It must be determined the Trainee is in sufficient physical and mental condition to perform the essential functions of appointment. The results of all examinations will be provided to the DMC Employee Occupational Health Services;
- 1.2.6 Receipt of required initial, annual and/or booster immunizations in compliance with Tenet/DMC policy and all applicable federal, state, and local laws and regulations. Further, Trainee will comply with any additional vaccine and immunizations requirement of any participating site rotations.
- 1.2.7 Trainee will maintain the highest standards of professional conduct during their rotation at a non-DMC facility, and will abide by the policies and procedures of the participating institution.

- 1.2.8 Satisfactory completion of pre-employment test to rule out the use of non-approved substances under applicable Tenet/DMC policies and practices supporting an alcohol and drug free work environment.
- 1.2.9 Satisfactory completion of employment, reference, state, federal and military criminal history and other standard DE&R and Tenet/DMC background checks under applicable DE&R and/or Tenet/DMC policies and practices and National Practitioner Data Bank clearance.
- 1.2.10 Successful passage of assigned eLearning Courses or other compliance and training courses required for employment.
- 1.2.11 Successful passage of USMLE or COMLEX Part III, or as required in the GME Promotion, Appointment Renewal, and Termination Policy in accordance with Applicable Accrediting Body (as defined in section 1.3 below) requirements and/or Tenet/DMC and GME policies Tenet/DMC website <https://tenet.policytech.com>

1.3 Sponsoring Institution shall use its best efforts to exhibit institutional commitment to graduate medical education by providing a program of education that meets standards established by the appropriate accreditation bodies, including but not limited to the Accreditation Council for Graduate Medical Education (ACGME), the Podiatric Medical Association Council on Podiatric Medical Education (PMA CPME), the American Dental Association Commission on Dental Accreditation (ADA CDA), the American College of Obstetrics and Gynecology (ACOG), and any other accreditation body (individually “Applicable Accrediting Body”), as applicable, as well as the requirements of the Specialty Boards of the Residency Programs for purposes of providing Trainees with eligibility for Specialty Board examination (ACGME-IR IV.C.2.k). The Trainee will inform himself/herself of, and comply with, (i) the Applicable Accrediting Body requirements for completion of his/her Program and (ii) all Program-specific board requirements. Unaccredited programs shall comply with the all standards set by the Program, Sponsoring Institution and DMC GME Office.

2. Trainee Responsibilities (ACGME-IR IV.C.2.a). The Trainee must meet the qualifications for trainee eligibility outlined by the Applicable Accrediting Body. In providing services and in participation in the activities of the Program, the Trainee agrees to do the following:

2.1 Provide the Program Director and the Designated Institution Official (“DIO”) written notification of any change in status regarding prerequisites in Section 1, above regarding education, license, visa, and/or fitness for duty.

2.2 Obey and adhere to the DMC Medical Staff Bylaws and Rules and Regulations, DMC GME policies and procedures, and policies and practices of Tenet/DMC and the department(s) where Trainee is working (“**Department**”), including but not limited to the following:

- 2.2.1 Obey and adhere to the corresponding policies of all of the facilities to which he/she rotates, including completion of all facility required education programs;

- 2.2.2 Obey and adhere to all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by the Joint Commission, the Applicable Accrediting Bodies, and any other relevant accrediting, certifying, or licensing organization, including the State of Michigan Boards of Medicine, Osteopathic Medicine, and Pharmacy.

2.3 Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Sponsoring Institution (Orientation and Core Curriculum), Program Director (and/or as necessary for the completion of applicable graduate requirements), attend all required educational conferences, assume responsibility for teaching and supervising other trainees and students, and participate in assigned Tenet/DMC, facility, and DMC Medical Staff committee activities.

- 2.3.1 Meet the academic (conference and study) requirements of residency and fellowship training, as specified by the Residency Program.
- 2.3.2 Meet the humanistic (doctor-patient relationship) requirements of residency and fellowship training.
- 2.3.3 Meet the scientific (scholarly and/or research) requirements of residency and fellowship training.
- 2.3.4 Meet the professional (peer and colleague relationship) requirements of residency and fellowship training.
- 2.3.5 Meet the moral and ethical requirements of residency and fellowship training.
- 2.3.6 Always seek and utilize appropriate supervision.
- 2.3.7 Perform at a level commensurate with the level of training and responsibilities assigned by the Program Director.
- 2.3.8 Complete medical records on a timely basis as directed by the Program Director in accordance with Sponsoring Institution, DMC GME Office and facility policies.
- 2.3.9 Use best efforts to work with other members of the health care team to provide a quality, respectful, safe, effective and compassionate environment for the delivery of health care and the study of medicine, demonstrating a courteous and respectful attitude toward all patients, colleagues, employees and visitors at DMC and other facilities/rotation sites to which the Trainee is assigned.

2.4 Provide clinical services:

- 2.4.1 Commensurate with his/her level of advancement and responsibilities;
- 2.4.2 Under appropriate supervision;

- 2.4.3 At sites specifically approved by the Program and Graduate Medical Education Committee (GMEC) through the Sponsoring Institution GME Office; and,
- 2.4.4 Under circumstances and at locations covered by the Tenet/DMC's professional liability insurance maintained for the Trainee in accordance with paragraph 5.6 below.
- 2.5 Develop and follow a personal program of self-study and professional growth under guidance of the Program's teaching faculty that includes Life-Long Learning.
- 2.6 Demonstrate competency in Patient Care; Medical Knowledge; Interpersonal and Communication Skills; Practice Based Learning and Improvement; Professionalism; Systems Based Practice; and other criteria established by the Applicable Accrediting Body by Program completion.
- 2.7 Full Cooperation:
- 2.7.1 Fully cooperate with the Program, Sponsoring Institution and DMC GME Office in coordinating and completing the Applicable Accrediting Body accreditation submissions and activities including the legible and timely completion of patient medical records, charts, reports, statistical operative and procedure logs, faculty and Program evaluations, and/or other documentation required by the Applicable Accrediting Body, Tenet/DMC, Hospital, Department, and/or Program.
- 2.7.2 Report to the Sponsoring Institution and DIO and cooperate with the State of Michigan Boards of Medicine and Osteopathic Medicine any investigation or correspondence regarding issues which may impact state licensure.
- 2.8 Cooperate fully with all Tenet/DMC, Sponsoring Institution, DMC GME Office and Department surveys, reviews, and quality assurance and credentialing activities.
- 2.9 Report immediately to the (a) Tenet Healthcare Law Department any inquiry by any private or governmental attorney or investigator or (b) to the DMC's Public Relations Office any inquiry by any member of the press. The Trainee understands that Tenet/DMC encourages the Trainee's full cooperation with any governmental investigation or inquiry. The Trainee agrees not to communicate with any inquiring private attorney or any members of the press except merely to refer such private attorneys to the Tenet Healthcare Law Department and to refer the press to the Public Relations Office.
- 2.10 Cooperate fully with Sponsoring Institution and DMC administration, including the Departments of Nursing, Professional Services, Financial Services, Social Services, and other Ancillary Services Departments in connection with the evaluation of appropriate discharge and post-hospital care for hospital patients.
- 2.11 Obey and adhere to the Tenet/DMC Healthcare compliance program and professional standards, including those in DMC Medical Staff Bylaws and Rules & Regulations.

2.12 Cooperate fully with the Tenet/DMC's institutional policies prohibiting discrimination and harassment.

2.13 Adhere to all Policies, Procedures and Professional Expectations as outlined in the GME Resident Policies found on the Tenet/DMC web-site <https://tenet.policytech.com> or RMS (New Innovations) including policies regarding physician impairment, substance abuse and harassment. Present at all times a proper and professional behavior and appearance.

2.14 Permit DMC and DE&R to obtain from and provide to all proper parties all information as required or authorized by law or by any accreditation body. Trainee covenants to hold harmless the DMC, DE&R, its officers, directors, or other personnel for good faith compliance with such requests for information. This covenant will survive termination or expiration of this Agreement.

2.15 Meet the Tenet/DMC and State of Michigan standards for immunizations in the same manner as all Tenet/DMC personnel.

2.16 Return, at the same time of the expiration or termination of the Agreement, all DMC property, including but not limited to books, equipment, paper, pagers, complete all records, and settle all professional and financial obligations.

2.17 Contribute to quality enhancement of education by participating in scheduled evaluations of the Program, faculty and Sponsoring Institution.

2.18 Abide by Sponsoring Institution and Tenet/DMC Standards of Conduct.

2.19 DMC GME Office and/or Sponsoring Institution will provide the Trainee with a pocket paging unit ("**Receiver**") which will receive paging messages relayed through facilities contracted for by Voice IT Services. Title to the Receiver will not pass to the Trainee, but will be retained by the Voice IT Services or any other party designated by it. Messages will be transmitted to the Trainee through the Receiver in accordance with procedures to be determined from time to time between DMC GME Office or Sponsoring Institution and the Voice IT Services.

2.19.1 Neither the DMC GME Office, Sponsoring Institution nor the Voice IT Services will be obligated to transmit to the Trainee any messages determined by either of them to be unrelated to the provision of medical services. The Trainee will not use the paging service as an answering service and will not provide patients or other unauthorized persons with access to the paging service.

2.19.2 Normal maintenance of the Receiver including the provisions of replacement batteries, as determined to be necessary by the Voice IT Services, which will be supplied to the Trainees at locations at each hospital, Sponsoring Institution or DMC GME Office.

2.19.3 If the Receiver is stolen, lost or damaged beyond repair, Trainee will be responsible to the Sponsoring Institution or DMC GME Office for payment of the cost of a new receiver.

- 2.19.4 The Receiver is provided to the Trainee without charge or service because the Trainee is a participant in the Program and responding to the Receiver is part of Trainee's job duties.
- 2.19.5 The Trainee acknowledges and agrees that at the time the Trainee concludes the Program, the Receiver must be returned to the Sponsoring Institution or DMC GME Office in proper working condition. If Trainee fails to return Receiver in proper working condition, Trainee is responsible for payment of the cost of the Receiver. Trainee may consent in writing to a deduction from the final paycheck or may pay the DMC directly for the replacement cost of the Receiver, within 14 days of the completion of the Program.
- 2.19.6 The Trainee acknowledges that the use of obscene, indecent, suggestive profane language on the Voice Service is prohibited, any superfluous, false or deceptive messages on the Voice Service are also prohibited, and Trainee will not violate these prohibitions. Trainee will maintain the Receiver in good working order (ordinary wear and tear accepted) and will not misuse abuse, deface or dismantle the Receiver.
- 2.19.7 DMC, Sponsoring Institution and the Voice IT Services disclaim and disavow all warranties (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE) in connection with the provision of the Voice Service and will not be responsible for any damage or loss whatsoever arising out of mistakes, omissions, interruptions, delays, errors, or defects in the transmission of messages, the failure to transmit messages, inaccuracies in messages transmitted, misdirection of messages malfunction or nonfunctioning equipment or for any other reason.
- 2.19.8 Upon completion of the Program, the Receiver will be returned to the Sponsoring Institution or DMC GME Office.

3. Sponsoring Institution, DE&R, DMC GME Office and Tenet/DMC Responsibilities.
Sponsoring Institution, DE&R, DMC GME Office and DMC have the following obligations:

- 3.1 Provide a Stipend and benefits including health and disability insurance to the Trainee as outlined in Section 5 below.
- 3.2 Use its best efforts, within available resources, to provide an educational training program that meets the standards established by the Applicable Accrediting Body and/or applicable medical or program-specific board.
- 3.3 Use its best efforts, within available resources, to provide an educational training program with adequate and appropriate support staff and facilities in accordance with federal, state, local and Applicable Accrediting Body requirements.
- 3.4 Orient the Trainee to the facilities, philosophies, rules, regulations and policies of the Sponsoring Institution, DE&R, DMC, DMC GME Office, Tenet and Program Requirements of the Applicable Accrediting Body.

3.5 Provide the Trainee with appropriate and adequate supervision for all educational and clinical activities.

3.6 Ensure an environment conducive to the health and well-being of the Trainee.

3.7 Provide adequate and appropriate patient information support services.

3.8 Evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the Trainee on a regular and periodic basis. The Program Director will present to and discuss with the Trainee a written summary of the evaluations at least once during each six month period of training and/or more frequently if required by the Applicable Accrediting Body, Sponsoring Institution, DMC GME Office, Tenet/DMC, Program Director, State of Michigan Medical Board or other agency as deemed appropriate.

3.9 Provide a fair and consistent method for review of the Trainee's concerns and/or grievances, without the fear of reprisal.

3.10 Upon satisfactory completion of the Program and its requirements, Trainee's responsibilities, and termination of Trainee status, furnish to the Trainee a Certificate of Completion of the Program.

3.11 Provide adequate accommodations for any Trainee with a disability consistent with the policies of the Sponsoring Institution, Department and Tenet/DMC, as found on the Tenet/DMC web-site <https://tenet.policytech.com> or RMS (New Innovations).

4. Clinical and Educational Work Hours (ACGME-IR IV.K).

4.1 The Trainee will perform his/her duties under this Agreement during such hours as the Program Director may direct in accordance with the "Clinical and Educational Work Hour Policy," a copy of which is available in the Sponsoring Institution or DMC GME office and found on Tenet/DMC web-site <https://tenet.policytech.com> or RMS (New Innovations).k Clinical and Educational Work hours, although subject to modification and variation depending upon the clinical area to which the Trainee is assigned and/or exigent circumstances, will be in accordance with state, federal, institutional, and Applicable Accrediting Body requirements.

4.2 If a scheduled Clinical and Educational Work assignment is inconsistent with this Agreement or the Clinical and Educational Work Hours Policy, the Trainee will bring the inconsistency first to the attention of the Program Director for reconciliation or cure. If the Program Director does not reconcile or cure the inconsistency, it will be the obligation of the Trainee to notify the Sponsoring Institution GME Office who will inform the DIO, who will take the necessary steps to reconcile or cure the raised inconsistency. The Trainee can also notify a Resident Council representative who will escalate the issue to the Sponsoring Institution GME Office.

4.3 Record accurate Clinical and Educational Work hours via the RMS (New Innovations), as required by the Sponsoring Institution GME Clinical Experience and Education Work Hour Policy (formerly DMC GME Duty Hour Policy).

4.4 Moonlighting. Unauthorized extracurricular professional activities are inconsistent with the educational objectives of Trainee Program requirements as specified by the Applicable Accrediting Body, and, therefore, are prohibited. However, the responsibility for determining whether any proposed moonlighting activity or temporary special medical activity is authorized or unauthorized rests with the departmental Chairman, Program Director, and Sponsoring Institution DIO (or designee) and DMC GME Office. Certain extracurricular medical activities (moonlighting) are not covered by Tenet/DMC's professional medical malpractice insurance. Trainee acknowledges that Tenet/DMC will not provide professional liability insurance as outlined in Section 5.6 of this Agreement to Trainee for any unauthorized, extracurricular, professional activities. The State of Michigan requires a Trainee to have a permanent medical license in order to moonlight. All Trainees under Applicable Accrediting Body programs must provide appropriate documentation with signatures granting authority before any moonlighting activity will be approved. See the Moonlighting Policy "Resident Request for Moonlighting" as found on; Tenet/DMC web-site <https://tenet.policytech.com> or RMS (New Innovations). Trainees on visas must consult with the DMC GME Office prior to seeking approval of any moonlighting activities as certain legal restrictions on moonlighting may apply.

5. Financial Support and Benefits (ACGME-IR IV.C.2). The Sponsoring Institution, DE&R and Tenet/DMC will provide the Trainee with financial support and benefits in the following areas as described.

5.1 Financial support (Salary and fringe benefits for all trainees). Except for authorized moonlighting, as permitted in Paragraph 4.4, this will be the Trainee's sole source of compensation. Except for approved and authorized extracurricular activities, the Trainee will not accept from any other source a fee of any kind for services as a physician.

5.2 Semi-Annual Meal Allowance, in the form of a meal card the value of which shall be \$50 per month of employment to ensure adequate and appropriate food for Trainees on-call in the Hospital.

5.3 Sleeping quarters for Trainees on-call in the Hospital.

5.4 Lab coats, scrubs, and parking.

5.5 Vacation, and Leave of Absence consistent with the policies of the Program, Sponsoring Institution, and Tenet/DMC as found on the Tenet/DMC web-site <https://tenet.policytech.com> or RMS (New Innovations) and <http://www.flynnbenefits.com/Detroit-Medical-Center.5.htm>, except as modified below (IV.C.2.i):

5.5.1 Leaves of Absence. Additional training after a leave of absence may be needed for successful completion of Program Requirements and/or for Board certification requirements. The amount of medical leave, leave of absence, or disability time that will necessitate prolongation of the training time for the Trainee will be determined by the Program Director and the requirements of the pertinent RRC and/or certifying Board. Program Director will notify the Trainee in a timely manner of necessitated prolongation of training time, as noted in the DMC GME

Vacation and Leave of Absence Policy as found on the Tenet/DMC web-site <https://tenet.policytech.com> or RMS (New Innovations) (ACGME-IR IV.C.2.j).

5.6 Professional Liability Insurance (ACGME-IR IV.C.2.f). Tenet/DMC will provide the Trainee with professional liability insurance coverage (with tail coverage) while the Trainee is acting within the scope of his/her assigned Program activities. Detailed information is available in the Professional Liability Insurance Coverage Policy as found on the Tenet/DMC web-site <https://tenet.policytech.com> or RMS (New Innovations). In connection with the professional liability coverage provided by Tenet/DMC:

5.6.1 The Trainee agrees to cooperate fully in any investigations, discovery, and defense that may arise. The Trainee's failure to cooperate may result in revocation of insurance coverage.

5.6.2 If the Trainee receives, or anyone with whom the Trainee works receives on his/her behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Trainee's activities at the Sponsoring Institution, DMC, or participating institution the Trainee agrees to immediately report this receipt to Tenet Claims Department and submit the document received to that office.

5.6.3 The Trainee agrees to cooperate fully with Administration and Tenet Claims Department in connection with the following: (a) evaluation of patient care; (b) review of an incident or claim; (c) preparation for litigation, whether or not the Trainee is a named party to that litigation.

5.7 Other Additional Benefits (ACGME-IR IV.C.2.g).

5.7.1 Vision, Health, and Dental Benefits. There are different medical, dental and vision plans from which the Trainee may choose, including options which provide health insurance benefits to eligible dependents. It is the Trainee's obligation to select and enroll in the benefit program(s) he/she desires. Benefits are effective as of the first day of this appointment period. The first 31 days of benefit coverage are provided under a separate policy for Trainees. The value of the benefits is considered imputed income and is subject to taxation. The tax will be computed and deducted from the Trainee's pay prior to the end of the current fiscal year (12/31);

5.7.2 Trainees on J1 visa are provided supplemental coverage through a separate policy to meet Homeland Security requirements;

5.7.3 Life Insurance. The Trainee is covered with life insurance. The Trainee's spouse and children coverage may be available for an additional cost to the trainee. (See Benefits Guide);

5.7.4 Short and Long Term Disability Insurance (ACGME-IR IV.C.2.h);

5.7.5 Workers' Compensation;

5.7.6 Confidential Support Services including confidential counseling, medical, and psychological support services;

5.7.7 Physician Impairment and Substance Abuse Education. The Sponsoring Institution, Tenet/DMC or DMC GME Office will provide the Trainee with an educational resource regarding physician impairment, including substance abuse, and will inform the Trainee, via written policies, of Tenet/DMC's policies for handling physician impairment, including impairment related to substance abuse.

5.8 Discontinuation of Benefits. Tenet/DMC reserves the right to modify or discontinue the plan of benefits set forth herein at any time. Any change cannot be made without first advising the affected insured.

5.9 Quality and Safety Initiatives. DE&R, with concurrence of the DMC GME Office and Tenet/DMC, at its discretion may pay out an annual or bi-annual incentive bonus to certain eligible Trainees for their documented participation in specific quality and safety initiatives and pilot programs. The specific, designated programs, eligibility criteria, quality indicators, and performance metrics will require approval by the DMC Vice President of Academic and Community Affairs.

5.10 Resident Council Executive Committee. Annually, members of the DMC Resident Council appoint Officers and hospital site representatives to the DMC Resident Council. Each officer will be eligible to receive an additional stipend as determined by the DMC GME Office. The appointed officers and site representatives will be reported to the DMC GME Office by the current Resident Council President.

6. Appointment Renewal (ACGME-IR IV.D.1). The duration of this Agreement is for a period not to exceed 12 months. Re-appointment and/or promotion to the next level of training is conditional upon; (a) satisfactory completion of all training components as mandated by the Program, Sponsoring Institution, DMC GME Office; (b) satisfactory performance evaluations and documentation of passage of appropriate licensing examinations; (c) full compliance with the terms of this Agreement; (d) the continuation of the Sponsoring Institution and Program's accreditation by the Applicable Accrediting Body; (e) DE&R and Tenet/DMC's financial ability; and (f) furtherance of the Sponsoring Institution, DMC and Tenets objectives. The Program maintains confidential records of all Trainees in accordance with all applicable state, federal law and accrediting body. If Resident is reappointed or extended the parties will execute an extension or renewal, as appropriate in the form defined by DMC GME Office.

6.1 If the Program Director, Sponsoring Institution, DMC GME Office or the Tenet/DMC elects not to re-appoint the Trainee to the Program, the Program Director will provide the Trainee with a written notice of intent not to renew his/her agreement of appointment in accordance with the Promotion, Appointment Renewal, and Termination Policy and if applicable the provisions of the Corrective Action (Due Process) Policy, as found on the Tenet/DMC web-site <https://tenet.policytech.com> or RMS (New Innovations). The Trainee will be entitled to invoke the Corrective Action procedure as outlined in the Corrective Action (Due Process) Policy for review of the decision not to renew the contract for Graduate Medical Training, or the decision not to promote to the next level of training, if the Trainee so elects.

6.2 Non-Reappointment Based on Institutional Factors. When non-reappointment is based on reasons other than the Trainee's performance or his/her compliance with the terms of this Agreement (Hospital or Program Closure, reduction or discontinuance), it will be final and not subject to further appeal or review and will not be grievable under the DMC's grievance procedure noted in Section 7.

In this event all trainees will be entitled to the following:

- 6.2.1 Notification of non-reappointment as soon as practical after the decision to close is made;
- 6.2.2 Reasonable assistance in finding appointment to another training program;
- 6.2.3 Fiscal resources permitting, payment of stipend and benefits up until the conclusion of the term of this Agreement.

7. Grievance Procedures (ACGME-IR IV.E). The Trainee is encouraged to seek resolution of grievances relating to his/her appointment, Agreement, responsibilities, or any other concerns or issues related to the interpretation, application, or breach of any policy, practice, or procedure in his/her educational program, including any differences between the Trainee and the Sponsoring Institution, Tenet/DMC and/or Program and/or any representative thereof, according to the Grievance Policy on the Tenet/DMC web-site <https://tenet.policytech.com> or RMS (New Innovations).

8. Corrective Action Due Process (ACGME-IR IV.D.1.b). During the term of this Agreement, the Trainee's appointment is conditional upon satisfactory performance of all Program elements by the Trainee. If the actions, conduct, or performance, professional or otherwise, of the Trainee are deemed by the Sponsoring Institution, Tenet/DMC, DMC GME Office, Applicable Accrediting Body or Program Director to be inconsistent with the terms of this Agreement, Tenet/DMC's standards of patient care, patient welfare, or the objectives of Tenet/DMC, or if such actions, conduct, or performance reflects adversely on the Program, Sponsoring Institution or Tenet/DMC or disrupts operations at the Program, Sponsoring Institution or DMC, corrective action may be taken by the Sponsoring Institution, Tenet/DMC, DMC GME Office and Program Director. Refer to the Corrective Action Due Process Policy, which can be found on the Tenet/DMC website <https://tenet.policytech.com> or RMS (New Innovations).

9. Immediate Termination. Trainee specifically agrees that DE&R may immediately terminate this Agreement, and DMC may terminate Trainees participation in the Program, in the event Trainee (i) becomes ineligible for a medical license in accordance with the State of Michigan Department of Licensing and Regulatory Affairs; (ii) becomes excluded, debarred, or suspended, from a state or Federal health care program or a Federal procurement program or non procurement programs, or is otherwise denied enrollment in a state or Federal health care program;(iii) engages in any deliberate and egregious action; or (iv) has been convicted of a criminal offense that falls within the range of activities described in 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Trainee has an affirmative duty to immediately disclose to the DIO and representative of DE&R if Trainee becomes an Ineligible Person. Termination of Trainee due to deliberate and egregious actions is immediate, permanent, and not a corrective action.

10. Reporting Obligations. DE&R, Tenet/DMC and DMC GME Office will comply with the obligations imposed by state and federal law and regulations to report instances in which the Trainee is not reappointed or is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or impairment of patient safety or welfare.

11. Confidentiality and Privacy.

11.1 Trainee will protect the confidentiality, privacy and security of patient, student and personnel, business and other confidential, sensitive electronic or proprietary information (collectively “**Confidential Information**”) of Tenet/DMC from any source and in any form (talking, paper, electronic). Trainee understands that the kinds of Confidential Information he/she may see or hear on the job and must protect include the following:

- **PATIENTS AND/OR FAMILY MEMBERS** (patient records, conversations and/or financial information).
- **MEDICAL STAFF, EMPLOYEES, VOLUNTEERS, STUDENTS, CONTRACTORS, PARTNERS** (social security numbers, salaries, evaluations, other clinical information, employment records, disciplinary actions).
- **BUSINESS INFORMATION** (financial records, reports, memos, contracts, DMC computer programs, technology).
- **THIRD PARTIES** (vendor contracts, computer programs, technology).
- **OPERATIONS IMPROVEMENT, QUALITY ASSURANCE, MEDICAL OR PEER REVIEW** (utilizations, data reports, quality improvement, presentations, survey results).

11.2 With regard to the Confidential Information, Trainee specifically acknowledges and agrees as follows:

1. I WILL protect Sponsoring Institution/DE&R/ Tenet/DMC Confidential Information in any form. I WILL comply with Tenet/DMC policies, procedures and other privacy and security requirements.
2. I WILL NOT post or discuss any Sponsoring Institution/DE&R/ Tenet/DMC Confidential Information, including patient information, patient pictures or videos, Tenet/DMC financial or personnel information on any personal social media sites such as Facebook or Twitter. I WILL NOT take any pictures of patients with my cell phone or similar methods. I WILL NOT POST Confidential Information including patient pictures on any Sponsoring Institution/DE&R/Tenet/DMC-sponsored social media sites without the appropriate patient authorization in accordance with management approval and Sponsoring Institution/DE&R/Tenet/DMC policies and procedures.
3. I WILL complete all required privacy and security of Confidential Information training.

4. I WILL ONLY access information that I need for my job or service at Sponsoring Institution/DE&R/Tenet/DMC.
5. I WILL NOT access, show, tell, use, release, e-mail, copy, give, sell, review, change or dispose of Confidential Information unless it is part of my job or to provide service at Sponsoring Institution/DE&R/Tenet/DMC. If it is part of my job or to provide service to do these tasks, I will follow the correct procedures and only use/access the minimum necessary of the information to complete the required tasks.
6. When my work or service at Sponsoring Institution/DE&R/Tenet/DMC ends, I will not disclose any Confidential Information, and I will not take any Confidential Information with me if I leave or am terminated.
7. If I must take Sponsoring Institution/DE&R/Tenet/DMC Confidential Information of Sponsoring Institution/DE&R/Tenet/DMC property, I will do so only with my supervisor's permission and in accordance with Tenet/DMC policies and procedures. I will protect the privacy and security of the information in accordance with Sponsoring Institution/DE&R/Tenet/DMC policies and procedures, and I will return it to Sponsoring Institution/DE&R/Tenet/DMC.
8. If I have access to Sponsoring Institution/DE&R/Tenet/DMC computer system(s), I WILL follow Sponsoring Institution/DE&R/Tenet/DMC policies and procedures regarding secure system usage.
9. I WILL NOT use another's User ID and password to access any Sponsoring Institution/ DE&R/Tenet/DMC network system, and I will not share my Sponsoring Institution/DE&R/Tenet/DMC User ID, password or other computer password with anyone.
10. I WILL tell my Program Director and GME Leadership if I think someone knows or used my password or may use my password or if I am aware of any possible breaches of confidentiality at Sponsoring Institution/DE&R/Tenet/DMC.
11. I WILL log out or secure my workstation when I leave the computer unattended.
12. I WILL ONLY access Confidential Information at remote locations with consent from my supervisor or Program Director.
13. If I am allowed to remotely access Confidential Information, I AM RESPONSIBLE for ensuring the privacy and security of the information at ANY location (e.g., home, office, etc.)
14. I WILL NOT store Confidential Information on non-Sponsoring Institution/DE&R/Tenet/DMC systems including on personal computer devices, including lap tops.
15. I WILL NOT maintain or send Confidential Information to any unencrypted mobile device in accordance with Sponsoring Institution/DE&R/Tenet/DMC policies and procedures.
16. I UNDERSTAND that my access to Confidential Information and my DMC e-mail account may be audited.
17. If I receive personal information through Sponsoring Institution/DE&R/Tenet/DMC e-mail or other Sponsoring Institution/DE&R/Tenet/DMC systems, I AGREE that Sponsoring Institution/DE&R/Tenet/DMC personnel may examine it, and I do not expect it to be protected by Sponsoring Institution/DE&R/Tenet/DMC.
18. I UNDERSTAND that Sponsoring Institution/DE&R/Tenet/DMC may take away or limit my access at any time.

19. I WILL inform myself as to the privacy and security provisions and other requirements of the Health Insurance Portability and Accountability Act (HIPAA) and of the Sponsoring Institution/DE&R/Tenet/DMC privacy and security policies and procedures and will comply with same.

I UNDERSTAND that the failure to comply with the above confidentiality provisions may result in the termination of my employment with DE&R and/or civil or criminal legal penalties. By signing below, I agree that I have read, understand and will comply with these confidentiality provisions in addition to all the other terms of this Agreement. I understand that my training program may require that I participate in providing clinical care at any DMC Hospital, facilities and/or programs. I authorize the Sponsoring Institution/DE&R/Tenet/DMC to provide any information including, but not limited to, information from my personnel file as maintained by the Sponsoring Institution or DMC GME Office, insurance and claims history information, and any other information relating to my service as trainee at Tenet/DMC to these facilities.

12. Sexual Harassment. It is the policy of Sponsoring Institution, DE&R, and Tenet/DMC that sexual harassment WILL NOT be tolerated. Consistent with Sponsoring Institution's Sexual Harassment Policy, complaints or concerns regarding sexual harassment can be reported by calling the Ethics Action Line or may be submitted to the Anonymous Concern Form in New Innovations, Program Director, DMC Vice President of Academic and Community Affairs, Sponsoring Institution DIO, DMC GME DIO, (or designee) or designated sexual harassment contact person in accordance with Tenet/DMC Sexual Harassment Policy. Conduct by a Trainee which constitutes sexual harassment will be grounds for dismissal or other disciplinary action.

13. Miscellaneous.

13.1 Employment Status. Trainee is considered an exempt employee for the purpose of the U.S. Federal Labor Standards Act (FLSA).

13.2 Taxes. DE&R will deduct appropriate items including FICA (Social Security) and applicable federal, state, and city withholding taxes.

13.3 Release of Information. Trainee authorizes all representatives of the Tenet/DMC to disclose any pertinent data regarding his/her application, credentials, background, and educational training as they deem necessary. Trainee releases from liability and agrees to hold harmless all employees, agents, and representatives of Tenet/DMC and their employees from their acts performed and statements made in connection with obtaining, reviewing, and evaluating Trainee's credentials and qualifications. This release will remain in effect following training, but may be revoked by the Trainee after leaving the Program by written notice to the Program. Trainee also releases from liability any and all individuals, institutions, or health care organizations listed in his/her application or any of their representatives who, in good faith and without malice, might provide or request information of DMC concerning Trainee's professional competence, ethics, character and other qualifications for appointment as a Trainee of DMC.

13.4 Severability. If any provision of this Agreement is held to be unenforceable for any reason, that unenforceability will not affect the remainder of this Agreement, which will remain in full force and effect and will be enforceable in accordance with its terms.

13.5 Authority of Tenet/DMC. The terms of this Agreement are subordinate to the policies and procedures of the Sponsoring Institution, DMC GME Office, and Tenet/DMC as those policies and procedures may change from time-to-time. Nothing in this Agreement will be construed as limiting the authority of Tenet/DMC from changing policies or procedures or from making any such changes immediately effective. Tenet/DMC will make reasonable efforts to notify Trainee of changes to its respective policies and procedures that may materially affect a Trainee's rights and obligations under this Agreement.

13.6 Limitations Period. Trainee will not commence any action or legal proceeding relating to his/her employment with DE&R and training at the Tenet/DMC or the termination thereof more than six months after the event and complained of and voluntarily waives any statute of limitations to the contrary.

13.7 Forum. Trainee, DE&R and Tenet/DMC irrevocably and unconditionally (a) consent to submit to the exclusive jurisdiction of the courts of the State of Michigan for any proceeding arising in connection with this Agreement and (b) waive any objection to the laying of venue of any such proceeding in the courts of the State of Michigan.

13.8 Assignment. Trainee agrees that the obligations of Trainee under this Agreement are personal and that Trainee may not assign this Agreement or any rights or duties under this Agreement. This Agreement or any rights or duties there under are assignable by Tenet/DMC or DE&R without consent.

13.9 Compliance Obligations. Trainee represents he/she read, understands, and will abide by Tenet's Standards of Conduct. Trainee will comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/pages/ethicscompliance.aspx>.

13.10 Entire Agreement. This Agreement constitutes the complete agreement and understanding between the parties with respect to the subject matter herein. This Agreement supersedes and renders void any prior understanding of the parties, written or oral, with regard to such subject matter.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS AGREEMENT.

<<:sig1_____>>
Trainee Signature

Patricia Wilkerson-Uddyback, MD
VP Academic & Community Affairs
VHS of Michigan, Inc. d/b/a Detroit Medical Center (DMC)
President
Detroit Education & Research, a
Michigan nonprofit Corporation

Date

|

Mark Juzych, MD
Designate Institutional Official (DIO)
VHS of Michigan, Inc.
d/b/a Detroit Medical Center (DMC),
as Sponsoring Institution

Date

SAMPLE