SAMPLE
UNIVERSITY HOSPITALS CASE MEDICAL CENTER
RESIDENT/FELLOWSHIP PROGRAM CONTRACT

Date: ______________  Physician: ______________

I am pleased to inform you that on the recommendation of your department director, the terms of your appointment as a resident physician at University Hospitals of Cleveland DBA University Hospitals Case Medical Center ("UHCMC") are as follows:

Department-Division: ______________  PGY Level: _____

Effective Period: ______________  Annual Stipend: $_____

All appointments are for the above Effective Period, and may be renewed at the discretion of UHCMC upon continued evidence of satisfactory performance. Further, all appointments are subject to the terms, policies and procedures set forth in the Resident Manual, available online at http://www.uhhospitals.org/Portals/6/docs/professionals/manual-residentsfellows.pdf. This Contract may be terminated for any reason or no reason pursuant to the terms of the Manual or the policies and procedures of University Hospitals and UHCMC.

Upon commencement of your employment you are required to show evidence of U.S. citizenship or present a valid visa in a category that permits you to be employed in the program without qualifications or exceptions.

UHCMC agrees to provide an educational program that at a minimum meets the standards established by the ACGME and to provide benefits as outlined in the Resident Manual. You will agree to meet the educational requirements of the program and to provide safe, effective and compassionate care under the supervision of residency faculty.

Read the Resident Manual carefully; it contains important information about hospital policies. You must familiarize yourself with the following information:

- Access to Board Requirements
- Compensation and Benefits
- Conditions for Living Quarters
- Counseling
- Duty Hours
- Effect of Leave for Satisfying Completion of Program
- Equal Employment
- Extracurricular Employment (Moonlighting)
- Family Medical Leave Benefits (FMLA)

- Financial Support
- Grievance Process
- Insurance Coverage (health, disability, liability, liability after program completion)
- Leave of Absence
- Meals and Laundry
- Medical & Psychological Support Services
- Non-Renewal of Contract
- Payroll

- Physician Impairment & Substance Abuse
- Professional Activities Outside the Program
- Residency Closure and Reduction
- Resident Evaluation & Reappointment
- Resident Responsibilities
- Anti-Harassment and Nondiscrimination
- Sick Leave Benefits
- Vacation

By accepting this position and signing this Contract: I agree to follow all UHCMC and University Hospitals Health System policies and procedures and to comply with all applicable laws, rules, regulations and state and Federal health care program requirements; I agree to be bound by the terms of the Resident Manual as it may be amended from time to time; and I certify to the truth of the statements on the Compliance Addendum & Certification.

Kindly acknowledge your acceptance of this offer by signing below and returning the original copy of this letter to:

Graduate Medical Education Office
University Hospitals Case Medical Center
11100 Euclid Ave.
Cleveland, Ohio 44106

______________________________
Jerry M. Shuck, M.D.
Director of Graduate Medical Education

______________________________  ______________
Physician Signature  Date
UNIVERSITY HOSPITALS ("UH")
COMPLIANCE ADDENDUM AND CERTIFICATION

This Compliance Addendum is incorporated into and made a part of the Resident/Fellowship Program Contract between University Hospitals Case Medical Center and ______________________ (Physician).

I agree to perform my obligations under the Contract in compliance with the requirements set forth in the Federal Anti-Kickback Statute and the Stark Self-Referral Law, to the extent such laws may be applicable to the arrangement described in the Contract.

By signing the Contract, I certify that:

1. I have read, understood, and shall abide by the University Hospitals ("UH") Code of Conduct, available online at http://www.uhhospitals.org/tabid/1806/Default.aspx, and the UH Policies and Procedures, PT-1 and CE-1, -9, -10 and 14, available at www.uhhospitals.org/vendorpolicies (username = uhvendors; password = uhvendors), regarding the operation of the UH Compliance & Ethics Program and compliance with Federal health care program requirements, specifically including the Federal Anti-Kickback Statute (42 U.S.C. Sec. 1320a-7(b) (the "Anti-Kickback Statute") and the Physician Self Referral Law (42 U.S.C. Sec. 1395nn) (also referred to as the "Stark Law");

2. I have not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs\(^2\) (collectively, "Ineligible"), or convicted of a criminal offense that could result in you becoming Ineligible. In the event I am found to be Ineligible at any time I understand it will result in immediate termination of my appointment to the Residency Program.

3. Except as disclosed below, neither I nor an immediate family member\(^3\) makes referrals to UH for health care items or services, or to the best of my knowledge: (a) has a direct or indirect ownership or investment interest in or is directly or indirectly employed by or contracted with any company or person to provide services in connection with my Contract:

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3. I will conduct myself as a Physician consistent with the standards set forth in the UH Code of Conduct, and I shall cooperate fully with the UH Compliance & Ethics Program. The UH Code of Conduct is available electronically at:

4. I shall perform the Contract in compliance with all applicable laws, rules, regulations and Federal health care program requirements (to the extent applicable) (collectively, "Laws").

5. I shall perform the Contract in compliance with the UH Compliance Program, all applicable laws, rules and regulations and Federal health care program requirements, including without limitation, the Federal Anti-Kickback Statute, the Stark Law, and the rules, regulations and administrative guidance promulgated under the authority of such laws.

6. I agree that no part of any consideration paid under the Contract is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business or other illegal conduct.

7. I will comply with the requirements of this Compliance Certification and I will cooperate fully with the University Hospitals Compliance & Ethics Program; I understand that failure to comply with the requirements of the Compliance Certification may result in the immediate termination of my appointment to the Residency Program.

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\(^1\) Except where otherwise noted, "UH" means all hospitals, ancillary providers, and other entities owned or controlled, directly or indirectly, by University Hospitals Health System.

\(^2\) An individual or entity listed on either the Health and Human Services – Office of Inspector General – List of Excluded Individuals at www.exclusions.oig.hhs.gov or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs at www.epis.gov, as revised from time to time, is Ineligible.

\(^3\) "Immediate family members" include a spouse, natural or adoptive parent, child, sibling, step-parent, step-child, step-brother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, and the spouse of any grandparent or grandchild.