

**Michigan State University/Flint Area Medical Education  
Diagnostic Radiology Residency Program**

**Sample Resident Contract**

**THIS CONTRACT** is executed between University Affiliated Hospitals of Flint, Inc., doing business as MSU/Flint Area Medical Education, hereafter called "MSU/FAME", and (resident name) hereafter called the "Resident".

**WITNESSETH:**

**WHEREAS**, MSU/FAME at One Hurley Plaza, Flint, Michigan, is organized to provide graduate medical education training of residents in Diagnostic Radiology.

**WHEREAS**, the Resident has made application to MSU/FAME for appointment to serve as a Resident trainee in the Michigan State University/Flint Area Medical Education Diagnostic Radiology Residency Program, hereafter called the "Program" and said application has been approved by the Program after the Resident selection has been determined either through the process of the National Resident Matching Program or directly.

**A. MSU/FAME AGREES:**

- A.1 To appoint (resident name) as a Resident in the Diagnostic Radiology Program for 12 consecutive months, beginning (start date) and ending on (end date of current post graduate year).
- A.2 To define the duties of the Resident (Item C).
- A.3 To provide Compensation and Benefits to the Resident (Item D).
- A.4 To provide the Resident with statement, explanations and agreements with regard to Resident Duty Hours (Item E), Leaves of Absence (Item F), Outside Professional Activities (Item G), Discrimination, Harassment, and Intimidation (Item H), Disciplinary Action and Termination (Item I), Due Process Procedures for Clinical and Administrative Matters (Item J and K), Discussion of Differences (Item L), Resident Impairment (Item M), Counseling for Residents (Item N), and Residency Closure and/or Reduction (Item O).
- A.5 To present or cause to be presented to the Resident a certificate of residency upon satisfactory completion of the residency.
- A.6 In the event of the residency program closing, the Resident can either continue the remainder of their residency with the MSU/FAME residency program or MSU/FAME will assist the Resident in finding another residency program. If the program decides to reduce the number of Residents in the program, MSU/FAME will follow the set guidelines and contact the Residency Review Committee (RRC).
- A.7 In the event of non-renewal of a contract, MSU/FAME will notify the Resident, in writing, 120 days prior to the termination date of this contract, whenever possible.

**B. THE RESIDENT AGREES:**

- B.1 To serve as a Resident in the Diagnostic Radiology Residency Program during the entire period as specified above in this Agreement.
- B.2 To perform all duties as assigned to him/her to the best of his/her ability, to maintain standards of professional competence as determined by the training institutions

(MSU/FAME, Genesys Regional Medical Center, Hurley Medical Center, McLaren Regional Medical Center, and Michigan State University) of the Program, and to conduct himself/herself in a professional manner at all times.

- B.3 To comply with all existing policies, rules and regulations of MSU/FAME and the four institutions of the Program pertaining to Residents.
- B.4 To engage during the entire period of this Agreement only in such activities of a professional nature as are approved by the Program and the Accreditation Council for Graduate Medical Education.
- B.5 To refrain during the entire period of this Agreement from engaging or participating in any activities which are not approved pursuant to the provisions of Item G of this Agreement, or which would interfere with his/her effective performance of this Agreement.
- B.6 To not be under obligation to another institution in a professional capacity during the period of this Agreement except as required by the Program or approved in writing by the Program Director or by the MSU/FAME President/CEO.
- B.7 To understand that this Agreement shall be considered null and void if his/her credentials are not legally approved by the Michigan Department of Consumer & Industry Services, Board of Medicine, 905 Southland, P. O. Box 30192 Lansing, MI 48909.
- B.8 To obtain appropriate visas (J-1 or permanent) if applicable, by the July 1 start date of the program. Failure of the Resident to meet visa requirements, may, at the sole discretion of MSU/FAME, invalidate this contract.
- B.9 To refrain from any conduct which is discriminatory or considered harassment (Item H).
- B.10 To understand that this Agreement is for a one-year period. Advancement to the next level of residency is *not* guaranteed and will be determined at the sole and absolute discretion of the Program Director and Radiology Council of the Program.

**C. RESIDENT DUTIES:  
The Resident Shall:**

- C.1 Fulfill the educational requirements of his/her training program and perform the customary service of a post graduate medical trainee at the Resident's level of experience, in accordance with applicable standards of medical practice.
- C.2 Complete the medical record of each patient under the Resident's care in a manner that is both timely and in accordance with the existing Bylaws of the Medical Staff, the House Staff Manual, and the House Staff Policies of the institution of the Program that the Resident rotates through.
- C.3 Maintain up-to-date logs as required by the Residency Program. Obtain and maintain a full license or postgraduate limited license to practice medicine in the State of Michigan. The payment of necessary fees to maintain licensure will be the responsibility of the Resident. The Resident shall immediately notify the Program Director regarding the loss of his/her license to practice medicine or any proceedings to suspend or revoke the license.
- C.4 Report to work during hours as scheduled by each institution of the program, unless prevented from doing so by sickness, injury, or other reason approved in advance by the Program Director.

- C.5 Pay all financial obligation owed to MSU/FAME and the institutions of the Program prior to the termination of this Agreement. Also, return all the properties of MSU/FAME, and the training institutions including, but not limited to, keys, identification and/or parking cards, books, and assigned equipment at the termination of this Agreement.
- C.6 The Resident shall demonstrate conduct that does not breach any ethical or professional standards as promulgated by the American Medical Association or would derogate the MSU/FAME reputation.
- C.7 Before beginning work as an employee of MSU/FAME, the Resident must complete satisfactorily, a physical examination to be conducted by a physician of the Program's choice and at the Program's expense.

**D. RESIDENT COMPENSATION AND BENEFITS:**

- D.1 Stipend - The stipend for the term of this Agreement shall be (\$current established rate), less all applicable withholdings, to be paid in accordance with the normal payroll procedures of, and on the normal paydays of, MSU/FAME.
- D.2 Vacation - An annual paid vacation of four weeks (20 working days, excluding weekends). Vacation requests are to be submitted at least six weeks before planned time off.
- D.3 Educational Leave – (Established number for specific PGY year) days of paid educational leave may be taken by the Resident during the term of this Agreement. Additionally, the Resident shall receive an educational stipend of up to but not more than (\$current established rate), over the period of this Agreement.
- D.4 Professional Liability Insurance - Residents are covered under the professional liability policy of the hospital where they are doing their rotation. Coverage will be provided for liability arising out of acts or omission while acting within the scope of their duties and for services rendered. A separate policy will be in effect when residents are at other facilities in connection with MSU/FAME approved educational programs. Professional Liability coverage also includes Tail Guard Coverage and is set by the institution providing coverage.
- D.5 Health, Dental and Optical Insurance - As generally provided by MSU/FAME. Explanation of Benefits can be found in the Resident Manual.
- D.6 Group Insurance - (Life, Accidental Death and Dismemberment, Short and Long-Term Disability). As generally provided by MSU/FAME. Explanation of Benefits can be found in the Resident Manual.
- D.7 Insurance Coverage (Items D4, D5 and D6) – These may from time to time be modified. This Agreement shall not be construed to guarantee any particular level of insurance coverage. Insurance coverage may be increased or decreased during the term of the Agreement. Insurance coverage will begin the first of the month of the commencement of this Agreement. MSU/FAME reserves the right, in its sole discretion, to contract for and to establish policies and procedures in the provision of the aforementioned benefits, where applicable.
- D.8 Meal allowance – Residents will follow the established plan that each institution has put in place for Resident meals.

- D.9 Laboratory Coats - Two (2) monogrammed laboratory coats will be provided upon PGY II employment. Additional lab coats must be purchased at the resident's expense. The Resident will maintain these coats.
- D.10 On-call Quarters - Provided at each of the three affiliated hospitals for use by the Radiology Residents only.
- D.11 Parking - Privileges will be provided at each of the three Flint training institutions.
- D.12 Any allotted vacation time, educational leave time, or other monetary benefits not used during the period of this Agreement will not be paid out as an accrued benefit upon termination of this Agreement.

**E. RESIDENT DUTY HOURS:**

- E.1 In response to changes in health care delivery and concerns that restricted sleep could have a detrimental effect on patient safety, education and resident safety and well-being, the Accreditation Council for Graduate Medical Education (ACGME) in September 2001 appointed the Work Group on Resident Duty Hours and the Learning Environment. The goal is to emphasize the responsibilities of programs, sponsoring institutions, and the accrediting body relating to safe patient care and to create an appropriate learning environment for residents.
- E.2 Residents must not be scheduled for more than 80 duty hours per week, averaged over a four-week period, with the provision that individual program may apply to their sponsoring institution's Graduate Medical Education Committee (GMEC) for an increase in this limit of up to 10 percent, if they can provide a sound educational rationale.
- E.3 One day in seven days free of patient care responsibilities, averaged over a four-week period.
- E.4 In-house call no more frequently than every third night, averaged over a four-week period.
- E.5 There is a 24-hour limit on in-house call duty, with an added period of up to 6 hours for inpatient and outpatient continuity and transfer of care, educational debriefing and didactic activities; no new patient may be accepted after 24 hours.
- E.6 A 10 hour minimum rest period should be provided between duty periods.

**F. LEAVES OF ABSENCE:**

- F.1 Maternity Leave – If the Resident becomes disabled due to pregnancy, they will be eligible for leave of absence under the disability provisions of the group insurance policy.
- F.2 Paternity Leave – This will be considered upon request, not to exceed five days with pay. However, additional time off may be granted based upon the availability of paid vacation time.
- F.3 Family and Medical Leave - Leave due to personal or family illness, pregnancy, or other personal reasons are approved at the discretion of the Program Director. The terms and conditions of such leave will be negotiated on an individual basis.
- F.4 Policy on Effect of Leave for Completion of the Program - Residents must successfully complete 48 months of training in Diagnostic Radiology. Promotion to the next PGY level, graduation, licensing, written and oral exams, etc., may all be affected by a Leave

of Absence from the program. The length of time for completion of the program will be extended to an amount equal to the time of the leave of absence.

**G. OUTSIDE PROFESSIONAL ACTIVITIES:**

It is understood by both MSU/FAME and the Resident that the Resident shall devote all of his/her professional efforts to the performance of his/her duties under this Agreement and shall not engage in professional activities other than those provided for under this Agreement.

- G.1 For participation in outside professional activities a Resident must have the appropriate Visa Status (Permanent) or be an American citizen. Also, the resident must possess a valid Permanent Michigan License.
- G.2 The Resident must submit a written request, which includes the nature, duration, and affiliation of such outside activities in advance to the Program Director. Outside activities are to be approved by the Program Director and the Radiology Council prior to the Resident engaging in such activities.
- G.3 The Resident must provide the Program Director with a written statement in a form acceptable to MSU/FAME that the Resident shall hold harmless and fully indemnify MSU/FAME against any claim, damage, expense, or liability resulting from the Resident engaging in such activities. The Resident must also provide written proof of liability insurance.
- G.4 It being understood that the Resident's performance will be monitored for the effect of these activities upon performance and that adverse effects may lead to the withdrawal of permission to continue in engaging in outside professional activities.
- G.5 Residents are not required to participate in outside professional activities.

It is further understood by both parties that by engaging in outside professional activities, the Resident will not be covered by the MSU/FAME Professional Liability Insurance since such activities are outside of the scope of this Agreement. Permission to engage in outside professional activities is not to be construed as an acceptance of responsibility by MSU/FAME for the Resident's conduct while engaging in outside activities.

**H. DISCRIMINATION, HARASSMENT, AND INTIMIDATION:**

MSU/FAME is committed to selecting a heterogeneous class of resident physicians. This diversity and plurality, which we have sought to achieve through the years, is a tradition of which we continue to be proud. MSU/FAME will not tolerate discriminatory behavior and remarks, whether overt or covert. Discrimination is any act or omission based on race, religious beliefs, color, gender, family status, source of income, sexual orientation or political beliefs when that act or omission results in loss or limit on opportunities to work or fully participate in campus life or which offends the dignity of the person.

Harassment in conduct or comments that are intimidating, threatening, demeaning, or abusive and may be accompanied by direct or implied threats to grade(s), status or job. Harassment can occur between people of differing authority or between people of similar authority. Harassment may be directed at an individual or at a group. Harassment has the impact of creating a work or study environment that is hostile and limits individuals in their pursuit of education, research or work goals.

Any resident who has been subjected, or feels that he/she has been subjected to discriminatory, harassing, or intimidating behavior, should immediately advise the Program Director and/or the Director of Residency Programs, so that the matter can be investigated and action taken to cease such behavior.

MSU/FAME prohibits any type of retaliation against a resident who lodges a complaint.

**I. DISCIPLINARY ACTION AND TERMINATION:**

Failure of the Resident to comply with the terms of this agreement, including all expressed regulations or rules of the training institutions, MSU/FAME and/or the Program, will result in disciplinary action up to, and including, discharge. The Program Director, in cooperation with MSU/FAME, shall have the responsibility and authority to discipline the Resident.

While working at each institution, the Resident is required to comply with the medical record policies and procedures for that specific institution. Failure to comply with these regulations may result in disciplinary action from the MSU/FAME Program Director.

**J. RESIDENT DUE PROCESS PROCEDURE REGARDING CLINICAL MATTERS**

J.1 If the clinical matter cannot be resolved by informal means set forth in the Agreement, the Resident must, within five (5) calendar days after the final decision of the Program Director of the Residency, submit a request for review of the matter in writing to the Program Director.

J.2 After receipt of the Resident's request for review, a Review Committee will be scheduled within thirty (30) calendar days. The committee will evaluate and render a decision regarding the matter. The composition of the committee will be as follows:

- (a) Three members, representing each of the hospitals, either the Vice-President of Medical Education or the Directors of Medical Education.
- (b) Two Residency Directors from other disciplines.
- (c) The Program Director or his designated representative.
- (d) The Chief Resident or senior resident of the radiology program.
- (e) A faculty member selected by the Resident.
- (f) The CEO/President of MSU/FAME or his designated representative

J.3 The CEO/President of MSU/FAME or a designated representative taken from the committee will chair the meeting.

J.4 The committee will hear and evaluate all data related to the situation, and will give the Resident a full and unimpaired right to present such evidence to the committee as he may deem necessary including witnesses and cross examination of witnesses. Although attorneys will not be permitted, the Resident has the ability to pursue the matter beyond this administrative hearing if he/she deems it necessary.

J.5 After final deliberation, the committee will issue its decision in writing and notify the Resident by registered letter within fifteen (15) calendar days.

J.6 In the event this decision is not satisfactory to the Resident, then the matter may, within five (5) calendar days of receipt of the committee's decision, be appealed in writing to the Chairman of the MSU/FAME Board of Directors or his designated representative for review and evaluation.

J.7 The Chairman of the MSU/FAME Board of Directors will forward his written response to the Resident by registered letter within the thirty (30) calendar day period. The decision of the Chairman of the Board of Directors will be final from receipt of such request.

**K. RESIDENT DUE PROCESS PROCEDURE REGARDING ADMINISTRATIVE MATTERS**

K.1 If the administrative matter cannot be resolved by informal means set forth in the Agreement, the Resident must, within five (5) calendar days after the final decision of the

Program Director of the Residency, submit a request for review of the matter in writing to the Program Director.

- K.2 Within fifteen (15) calendar days after receipt of the Resident's request for review, the Program Director will render a decision regarding the matter in writing and forward it to the Resident by registered letter.
- K.3 In the event this decision is not satisfactory to the Resident, then the matter may, within five (5) calendar days be appealed to the CEO/President of MSU/FAME or his designated representative for review and evaluation.
- K.4 The CEO/President of MSU/FAME will forward his written response to the Resident by registered letter within the thirty (30) calendar day period. The decision of the CEO/President will be final from receipt of such request.

**L. DISCUSSION OF DIFFERENCES:**

Residents will be notified in writing of any disciplinary action taken or contemplated.

MSU/FAME agrees that upon a timely written request to the Program Director, the Resident will be given the opportunity to discuss any dissatisfactions, complaints or grievances concerning discipline, curriculum, or assignments. To be timely, such request must be submitted within ten (10) calendar days after the Resident became aware, or should have become aware, of the incident or problem. The Resident may request that a member of the Program's faculty participate in any such discussions.

If the matter cannot be resolved, the Resident shall make a written request within five (5) calendar days after the final decision of the Program Director to appeal his determination in accordance with the Due Process procedures (Item J) for clinical matters relating to professional conduct, curriculum and clinical assignments or (Item K) for administrative matters relating to those differences which are non-clinical.

Under no circumstances shall the Resident terminate this Agreement, except upon year end, without providing thirty (30) days prior written notice to the Program Director and further, without providing MSU/FAME with an opportunity to discuss such differences and dissatisfactions with the Resident as provided above.

**M. RESIDENT IMPAIRMENT:**

If a Resident shall, by virtue of his/her behavior, deportment, or performance, raise concerns that he/she is suffering from an emotional disorder including, but not limited to substance abuse, he/she may, at the discretion of the Program Director, be required to undergo psychiatric evaluation and drug screening.

If the evaluation yields evidence of a disorder, the Resident would be required to undergo treatment in a program approved by the Program Director. Depending upon the severity of the impairment, and at the sole discretion of the Program Director, actions up to and including termination could be taken. Refer to the Resident Handbook for detailed policy.

**N. COUNSELING FOR RESIDENTS:**

During residency training with MSU/FAME, the following guidelines or principles shall be adhered to regarding counseling for its Residents:

- N.1 A counseling service is necessary and an important adjunct to the Graduate Medical Education Program for maintaining the psycho-social balance of the Residents.
- N.2 Any responsible member of the various departments may alert the Program Director of a potential need for counseling.

- N.3 A mechanism for referral and selection of counselors will be made available to all house staff members.
- N.4 Chief Residents will have an opportunity to attend a stress management seminar.
- N.5 Cultural differences should be recognized and the appropriate provisions should be made.
- N.6 Counseling is to be completely confidential.

**O. POLICY ON RESIDENCY CLOSURE AND/OR REDUCTION:**

In the event the MSU/FAME Diagnostic Radiology Residency Program chooses to close or reduce the number of Residents in its program, those Residents in the program, at the time of the decision, will be allowed to complete their program if they continue to meet the policies for advancement and graduation.

**P. THE PARTIES FURTHER AGREE:**

**P.1 Entire Agreement:**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any and all other Agreements, whether oral or written, between the parties with respect to this subject matter. No modification of or addition to this Agreement shall be valid unless it is in writing and signed by the Program Director, CEO/President of MSU/FAME, and the Resident. No other person has the authority to modify this Agreement and any modification of or addition to this Agreement by such a person is neither valid nor binding.

**P.2 Assignment and Delegation of Duties:**

No duties or obligations under this Agreement will be assigned or delegated by the Resident.

**P.3 Severability:**

Should any particular provision of this Agreement be held to be invalid or unenforceable, as contrary to public law, this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**P.4 Renewal:**

Both parties recognize that there shall be no expressed or implied guarantee that this Agreement will be renewed beyond its expiration date. In the event of non-renewal of a contract, MSU/FAME will notify the resident, in writing, 120 days prior to the termination date of this contract, whenever possible.

**P.5 Release of Information:**

The Resident hereby authorizes MSU/FAME representatives to release information, files, transcripts, or records required by state medical boards, medical licensing services, and/or institutions providing radiology rotations for evaluation of professional, ethical, and physical qualifications for licensure and or house staff privileges.



**P.6 Signatures:**

The parties enter into this Agreement in good faith and acknowledge the respective ethical and legal obligations to fulfill this Agreement for its duration. Furthermore, the Resident's signature hereunder indicates that the Resident has read, understands, and accepts the terms of this Agreement.

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Ureddi Mullangi, M.D.                      Date  
Program Director  
MSU/FAME

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John B. Molidor, Ph.D.                      Date  
CEO/President  
MSU/FAME

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Resident Name                                      Date  
MSU/FAME