

**2024/2025  
TRINITY HEALTH OAKLAND HOSPITAL  
CONTRACT  
Pontiac, Michigan**

**HOUSE OFFICER EMPLOYMENT AGREEMENT**

This Agreement is made this \_\_\_ day of \_\_\_\_\_ 2024 between Trinity Health-Michigan, a Michigan nonprofit corporation, d/b/a Trinity Health Oakland Hospital, a member of Trinity Health (hereinafter called "Hospital"), and \_\_\_\_\_, MD hereinafter called "Resident Physician."

**WHEREAS**, the Hospital is the owner and operator of a health care facility located in the City of Pontiac, Michigan, and

**WHEREAS**, the Hospital and the Resident Physician are desirous of entering into an employment agreement establishing the terms and conditions under which the Resident Physician will participate in a residency program sponsored by the Hospital.

**NOW, THEREFORE**, in consideration of the mutual promises made in this Agreement, the Hospital and the undersigned Resident Physician agree to the following:

1. **Provision of Service:** The Hospital hereby employs and the Resident Physician accepts employment during the term of this Agreement to participate in the educational program of the department of \_\_\_\_\_ (the "Residency Program"), and where requested or directed to do so, provide professional services, and discharge professional responsibilities, in the position as House Officer I within the Residency Program. During the course of such employment, the Resident Physician shall be expected to:
  - a. Participate in safe, effective, and compassionate patient care under supervision, commensurate with the level of employment accepted herein.
  - b. Participate fully in the educational activities of the Residency Program as deemed necessary to meet the educational requirements established by the Hospital and appropriate accrediting agencies and to assume responsibility for teaching and supervising other residents and students.
  - c. Develop a personal program of self-study and professional growth with guidance from the teaching staff of the Residency Program.
  - d. Participate in Hospital programs and activities involving the Medical Staff and adhere to established practices, procedures and policies of the Hospital as set forth in the House Staff Manual, Hospital Policy and Procedures database, and approved Medical Staff policies.
  - e. Participate in Hospital committees and councils as assigned by the Program Director.
  - f. Follow the call schedule and schedule of assignments in the department to which he/she is assigned, and as listed in the job description.
  - g. Adhere to Hospital and Trinity Health Code of Conduct.
  - h. Resident Physician shall perform all services pursuant to this Agreement in accordance

with the standards of professional ethics and in compliance with the Ethical and Religious Directives for Catholic Health Care Services as interpreted by the local bishop. The parties agree that Resident Physician shall not take any action hereunder which Resident Physician deems to be contrary to appropriate standards of medical practice.

- i. Resident Physician shall provide Services for all patients irrespective of their ability to pay.
- j. Supply, at his/her own cost, a smart mobile device compatible with the secure messaging, electronic health record and other applications designated by Hospital. Resident Physician shall utilize the secure applications designated by Hospital for all smart mobile device communications and other actions related to the Residency Program in compliance with Hospital policies and other guidance.
- k. Resident Physician represents and warrants that he/she is not, and has not been in the past, involuntarily excluded from participation in Medicare, Medicaid or any other government payment program. Resident Physician shall immediately notify Hospital if any such termination or exclusion occurs or is pending during the term of this Agreement.

The Resident Physician shall discharge all professional responsibilities in accordance with the rules and regulations of the Residency Program and Hospital's Department of Graduate Medical Education.

- 2. **Activities Outside the Education Program:** The Resident Physician agrees that any activity outside the educational program will not interfere with his/her performance in the educational process as defined in this Agreement. Any professional activities outside of the educational program shall require the permission of the Program Director in writing. The Resident Physician shall not use Hospital equipment, uniforms, prescription pads, or forms bearing the name or address of the Hospital, in connection with any such outside activities. All moonlighting must be pre-approved by the Program Director for each occurrence, and Resident Physician should refer to the applicable Residency Program's policy and procedure manual.
- 3. **Compensation:** For all services rendered by the Resident Physician hereunder, the Hospital shall pay the sum of \$60,091.00 per year. Said compensation shall be payable in equal biweekly installments during the term of this Agreement in accordance with Hospital's usual payroll policies and procedures.
- 4. **Working Facilities:** The Hospital shall provide such facilities and equipment, medical supplies, and Hospital personnel as the Hospital shall deem reasonably necessary and in accordance with the standards of the Residency Program's accrediting agency. The Hospital will provide uniforms and scrubs, including laundering by a contracted facility approved by the Hospital. Housing accommodations are not a benefit at this time, but residency call rooms are available and located throughout the hospital. Resident Physician has 24/7 access to an electronic library where he/she can obtain medical and specialty program information.
- 5. **Employee Benefits:** The Resident Physician and eligible dependents shall be entitled to receive such benefits as may be offered by the Hospital. The current benefit package, subject to periodic revisions by the Hospital, is attached hereto as Exhibit 1.A.
- 6. **PTO: Paid Time Off (PTO)/Vacation/Professional Meeting Attendance and Sick Days:**

Resident Physician is entitled to 4 weeks of PTO (paid time off). This includes, but is not limited to: vacation, sick time, interviews, holidays\*, etc. (\*any holiday used towards PTO must be pre-approved by the Program Director).

All days must be used within the academic calendar year (i.e. there is no "rollover") and must be used in whole day increments. Any time taken in addition to the above will result in extension of the training contract.

Resident Physician must report any time off (e.g., sick, interview day, etc.) to their Program Director or their designee, faculty support member and to the Program Graduate Medical Education Specialist.

Any Resident Physician who extends his/her vacation or conference time without notification and approval of the Program Director and/or the Designated Institutional Official/Director of Medical Education and Graduate Medical Education Specialist will be deemed to have voluntarily terminated his/her employment.

Work Week: a work week, for duty hour reporting purposes are 12:00 am Sunday through 11:59 pm Saturday. See the GME Department Manual for details on PTO hours.

7. **Professional Meeting Attendance and Expenses:** The Resident Physician shall be entitled to attend professional meetings or conferences as approved by the Program Director. Travel to conferences will be limited to up to seven days per year, if approved by the Program Director and the Designated Institutional Official/Director of Graduate Medical Education. No attendance at meetings or travel may be taken by a Resident Physician until after the completion of thirty (30) days of service unless approved by the Program Director and must be taken prior to the last month of service. The Hospital shall reimburse the Resident Physician for the reasonable cost of expenses incurred in attending such professional meetings or conferences from their educational allowance and in accordance with Hospital Policy and Procedures regarding travel and upon submission of receipts for same. The Hospital shall have no further financial obligation.
8. **Professional Liability Coverage:** The Hospital agrees to provide professional liability coverage for the Resident Physician in conformity with the terms and conditions of the Trinity Health Master Corporate Insurance Program so long as the Resident Physician is acting within the scope of the educational program and in conformity with the provisions of this Agreement. The Resident Physician shall be and remain insurable through the Trinity Health Master Corporate Insurance Program for professional liability coverage with such policy limits and subject to such deductibles and retentions as Hospital, in its sole discretion, determines to be reasonable and prudent for the protection of Hospital and Resident Physician. This program will provide tail coverage for claims arising out of events, which occurred during and within the scope of the Resident Physician's employment by Hospital. The Resident Physician must cooperate in the investigation and in defense of any claim asserted against him/her or in which he or she is a named party. Insurance coverage provided by Hospital covers only the activities of Resident Physician while Resident Physician performs services within the course and scope of the Resident Physician's employment under this Agreement. In the event Hospital, in its sole discretion, authorizes Resident Physician to engage in professional or other services outside the scope of Resident Physician's employment under this Agreement, Resident Physician shall, at Resident Physician's own cost and expense, purchase or otherwise acquire professional liability insurance coverage in amounts acceptable to Hospital to cover all professional services rendered outside the scope of Resident Physician's employment, and shall furnish Hospital with a Certificate of Insurance and the declaration page of such policies evidencing such coverage.

9. **Certification of Licensure:** The Resident Physician hereby certifies that he/she is licensed to practice medicine in the State of Michigan and has obtained all other legally required credentials including immigration documents where applicable, for participation in the Residency Program and agrees to provide the Hospital with documentation regarding such licensure and credentials prior to commencement of training. The Resident Physician also agrees to maintain such medical license and credentials during the term of employment. Failure to do so will result in termination of this Agreement. The Resident Physician further certifies that he/she holds a current certificate in Advanced Cardiac Life Support and Basic Life Support and will keep the certificates valid during the term of the Residency Program. The Resident Physician also agrees to assist the Hospital in obtaining and maintaining licensure with the Drug Enforcement Administration (DEA) and the State Board of Pharmacy.
10. **Certification of Health:** The Resident Physician hereby certifies that he/she is of sound mind and in good health and agrees to undergo a standard employment physical examination in the Hospital's Employee Health Service. In the event of the discovery of or development of a health condition of such nature which may cause a hazard to the Resident Physician or to any patient of the Hospital, or in the event that such a condition significantly impairs the Resident Physician's ability to function in his/her assigned duties, this contract may be terminated.
11. **Suspension:** In the event a Resident Physician fails to meet the requirements of this Agreement, including but not limited to the licensure and health standards required by paragraphs 9 and 10 of this Agreement or failure to complete medical records in a timely manner as established by Hospital policies, the Resident Physician will be suspended until he/she re-establishes compliance with the requirements of this Agreement. All compensation may be withheld during the period of such suspension.
12. **Grievance Procedure:** The Resident Physician shall be entitled to utilize the "House Officer Grievance Procedure" as outlined in the House Staff Manual for the resolution of any dispute concerning discipline, discharge, suspension or the interpretation or application of this Agreement. The Resident Physician is not a member of the Hospital's medical staff and shall not be entitled to the fair hearing procedures described in the Medical Staff Bylaws.
13. **Sexual Harassment:** The Resident Physician shall be included within the scope of the Hospital's Sexual Harassment Policy and Procedure and may request an investigation by the Human Resources Department pursuant to that policy.
14. **Other Policies:** Please refer to the House Staff Manual for policies regarding counseling, medical, psychological support services, physician impairment and substance abuse; leaves of absence and effect of same on completion of program; residency closure/reduction, and duty hours.
15. **Term of Agreement:** This Agreement shall, unless terminated as provided in Paragraph 16, be for the period beginning on the June 17, 2024 ("Effective Date") and terminating June 30, 2025. It is a condition of this Agreement that Resident Physician timely provides all information reasonably requested by Hospital, including, but not limited to, information required by the credentialing processes of commercial and governmental health plans, the Trinity Master Corporate Insurance Program, and by Hospital. Hospital may postpone the commencement of Resident Physician's employment to a later date if there is any delay in receiving such information or in Physician's arranging for or completing employment screening, and Hospital may terminate this Agreement if such delay exceeds 30 days.
16. **Termination of Agreement:** This Agreement may be terminated as follows:

- a. The parties mutually agree to terminate at any time.
  - b. The Resident Physician may terminate this Agreement upon ninety (90) days advance written notice to Hospital. All compensation shall cease on the last day worked or the last day of the notice period, whichever shall first occur.
  - c. The Hospital may terminate this Agreement at any time, in its reasonable discretion, by reason of the Resident Physician's refusal or inability to meet the standards and criteria of the Residency Program in which the Resident Physician is enrolled, or for the failure of the Resident Physician to discharge the professional responsibilities required hereunder in an appropriate manner. All compensation under this Agreement shall cease as of the effective date of the termination.
  - d. Resident Physician acknowledges that it is his/her responsibility to obtain legal authorization to work in the United States and for Hospital prior to the effective date of this Agreement and at all times during the term. Should Resident Physician lack the requisite legal authorization to commence work and/or work at any time during the term of this Agreement, or any extension thereof, the lack of authorization shall be grounds for revocation of the Agreement if Resident Physician has not yet performed services, or immediate termination if services have been provided.
  - e. Failure to inform and disclose to the Program Director and Designated Institution Official/Director of Medical Education of any arrest, detention, criminal conviction, adverse action against the Resident Physician's license(s) or prerogatives at a health facility within 48 hours shall be grounds for termination of this Agreement.
  - f. Resident Physician is debarred or excluded from participation in Medicare, Medicaid, or any other federal or state health care program, or has been convicted of a health care related criminal offense.
17. **Subsequent Employment Contracts:** In the event this Agreement is not terminated prior to its expiration date, and the Resident Physician has met all of the performance criteria of the Residency Program in a satisfactory manner, the Resident Physician will be offered the opportunity to advance to the next level of training, subject to the acceptance of the terms and conditions of the employment contract offered for the succeeding year. The Hospital agrees to give the Resident Physician not less than four months notice of its intention not to offer a subsequent employment agreement to him/her.
18. **Accreditation of Program:** The Hospital agrees that the Residency Program in which the Resident Physician is to serve is a program that meets the standards of the Residency Program's accrediting agency.
19. **Residency Program Affiliation.** At the time this Agreement was prepared, the Residency Program is affiliated with the Wayne State University School of Medicine. Hospital does not make any representations, warranties, covenants or other assurances that such affiliation will continue for the duration of the Residency Program. Resident Physician acknowledges there is no guarantee that Resident Physician will graduate from an affiliated Residency Program.
20. **Graduation from the Residency Program:** The Hospital shall be under no obligation to graduate or award a diploma to any individual from the Residency Program simply by virtue of this Agreement. The decision as to whether or not to graduate a Resident Physician shall be based upon the educational criteria established by the appropriate authorities.

21. **Enforceability and Severability:** In the event any provision of this Agreement or portion thereof is found to be wholly or partially invalid, illegal or unenforceable in any judicial proceeding or because of a change in law or regulation, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require. This Agreement shall be construed and enforced to the maximum extent permitted by law, as if such noted above provision had originally been incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein as the case may be.

21. **Confidentiality and Proprietary Information.** Resident Physician makes all of the following promises:

(a) The parties acknowledge and agree that, as an employee, Resident Physician will have access to existing, and will regularly acquire, data and information, which is confidential and proprietary to Hospital ("Proprietary Information"), which provides Hospital with a competitive advantage in its relevant markets and which Resident Physician would not otherwise know. Resident Physician agrees and acknowledges that Hospital is the owner of all Proprietary Information.

(b) During the term of this Agreement and thereafter, regardless of the reason for the termination of this Agreement, Resident Physician shall hold all Proprietary Information, whether in the form of raw data or otherwise, and whether a trade secret, copyrighted work, patentable subject matter, or otherwise, in confidence and shall discuss, communicate or disclose, or make any copy or use of the Proprietary Information to only those individuals with a need to know unless Resident Physician first obtains the written consent of Hospital and/or patient, as required by law.

(c) The parties further agree that in the course of performing its obligations under the Agreement, Resident Physician may organize, compile, manipulate, or categorize the Proprietary Information and other information into a variety of forms, including but not limited to, software databases, spread sheets, logs, directories, and the like ("Data Compilations"). Resident Physician agrees that any Data Compilation created by it during the term of this Agreement and as a result of performance of its obligations under this Agreement is a work for hire and all rights in it are owned by Hospital whether such Data Compilation is in the form of a copyrighted work or not.

(d) In the course of performing duties and obligations under this Agreement, each party will receive or create certain information concerning patients or clients of the Hospital and that constitutes "Protected Health Information" within the meaning of the HIPAA Rule ("PHI"). Resident Physician covenants and agrees that he/she will: (i) Not use or further disclose PHI, other than as required by law; (ii) use appropriate safeguards to prevent the use or disclosure of PHI, other than as provided for in this Agreement; and (iii) comply with the privacy policies of the Hospital in effect from time to time.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day, month and year first written above. This contract is solely contingent upon completion and successful verification of appropriate medical education credentials, including visas and employment authorization.

I hereby authorize investigation of all statements contained in this application and full disclosure of my present and prior work record and conviction history. I grant permission to Hospital and Trinity Health to obtain information and opinions concerning my qualifications for employment, whether same is a

matter of record or not, including personal evaluation of my honesty, reliability, carefulness and ability to take direction from my supervisors. I understand that this may include a record of disciplinary action assessed by previous employers. I hereby authorize Hospital and Trinity Health to contact those employers and other references I provide regarding my performance record and work, academic and/or military experience. I hereby release Hospital and Trinity Health and any person, organization or prior employer from any and all liability arising from or connected with disclosure of this information and waive any written notice of such disclosure that may be required by state or federal employment. I understand and agree that if, in the opinion of Trinity Health, the results of the investigation are unsatisfactory, that an offer of employment has been made may be withdrawn or my employment with Hospital/Trinity Health may be terminated. I have read, understand and agree to the above statements.

I hereby certify that I have not been debarred or excluded from participation in Medicare, Medicaid or any other federally or state funded health care programs and have not been convicted of a health care related criminal offense.

The undersigned hereby approve the foregoing House Officer Employment Agreement with:

\_\_\_\_\_  
\_\_\_\_\_, MD  
**House Officer I**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
\_\_\_\_\_, MD  
**Program Director,**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Heidi Kromrei, PhD**  
**Designated Institutional Official/Director of Medical Education**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Shannon Striebich**  
**President**

\_\_\_\_\_  
**Date**