

**UNIVERSITY HOSPITALS CLEVELAND MEDICAL CENTER  
RESIDENT/FELLOWSHIP PROGRAM CONTRACT  
("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 Cleveland Medical Center ("UHCMC") are as follows:**

Department-Division:

PGY Level:

Effective Period:

Annual Stipend:

All Contracts are for the above Effective Period, and may be renewed at the discretion of UHCMC upon continued evidence of satisfactory performance. Further, this Contract incorporates the terms, policies and procedures set forth in the *Resident Manual*, available online at <http://www.uhhospitals.org/~media/UH/documents/education/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.

**Prior to 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. You shall submit to a drug screening prior to commencing employment to test for tobacco and other drug use as reasonably requested by UHCMC in its sole discretion. You must also have completed and passed USLME/COMLEX Steps 1 and 2 prior to commencement of your employment. If you fail to meet any of these conditions precedent, this Contract shall be void *ab initio*.**

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.

This Contract may be signed in one or more counterpart, and signatures transmitted electronically shall have the same legal effect as the originals. Kindly acknowledge your acceptance of this Contract by signing below and returning the copy of this letter to:

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

\_\_\_\_\_  
**Susan T. Nedorost, M.D.**  
Director of Graduate Medical Education

\_\_\_\_\_  
**Physician Signature**

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

**UNIVERSITY HOSPITALS (“UH”)<sup>1</sup>**  
**COMPLIANCE ADDENDUM AND CERTIFICATION**

**This Compliance Addendum is incorporated into and made a part of the Resident/Fellowship Program Contract between University Hospitals Cleveland 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/about/mission-and-vision/code-of-conduct> , and the UH Policies and Procedures, PT-1 and CE-1, -9, -10 and 14, available at [www.uhhospitals.org/vendorpolicies](http://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 non-procurement programs<sup>2</sup> (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<sup>3</sup> 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:  
3. \_\_\_\_\_
4. 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:.
5. 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”).
6. 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.
7. 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.
8. 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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<sup>1</sup> Except where otherwise noted, “UH” means all hospitals, ancillary providers, and other entities owned or controlled, directly or indirectly, by University Hospitals Health System.

<sup>2</sup> 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](http://www.exclusions.oig.hhs.gov) or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs at [www.epls.gov](http://www.epls.gov) , as revised from time to time, is Ineligible.

<sup>3</sup> “Immediate family members” include a spouse, natural or adoptive parent, child, sibling, step-parent, step-child, step-brother, step-sister, 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.