# ABINGTON MEMORIAL HOSPITAL RESIDENT PHYSICIAN APPOINTMENT AGREEMENT

THIS RESIDENT PHYSICIAN APPOINTMENT AGREEMENT is made the				
day ofbetween ABINGTON MEMORIAL HOSPITAL, a Pennsylvania nonprofit corporation located at 1200 Old York Road, Abington, PA 19001 ("AMH"), and				
(the "Resident").				
BACKGROUND				
AMH sponsors graduate medical education programs for training resident physicians in various medical specialties, as described in AMH's Commitment to Graduate Medical Education (the "Commitment") which is provided to each AMH resident. AMH and Resident hereby set out the terms of the appointment of Resident.				
AMH and Resident, in consideration of the mutual covenants herein and intending to be legally bound, agree as follows:				
1. <u>Appointment</u> . AMH appoints Resident, and Resident accepts appointment, to a Residency in the Department of (the "Department") at AMH. This Agreement contains the terms and conditions of this appointment.				
2. <u>Term and Termination</u> .				
2.1. <u>Term.</u> The Residency Program to which the Resident is appointed is a year(s) program, this year being Subject to the conditions herein, the Resident's appointment will commence the year starting and will end the following The Resident's appointment may be renewed for subsequent one (1) year periods thereafter (each year, including the first year of appointment, is referred to in this Agreement as a "Contract Year") if AMH, in its sole discretion, is satisfied that Resident has fulfilled and completed the requirements of his or her Residency as of the end of each Contract Year. Notwithstanding the foregoing, the commencement of Resident's appointment shall be subject to and contingent upon the Resident's completion, to AMH's satisfaction, of AMH's pre-employment processes. Failure to satisfactorily complete AMH's pre-employment processes may, in AMH's sole discretion, result in the immediate termination of Resident's appointment and Resident will not be eligible for a fair hearing under the Graduate Medical Education Fair Hearing Policy.				
2.2. Termination.				

from, that residency, organization, or program or AMH receives an unfavorable reference from a 55916

this Agreement to the contrary, Resident's appointment will terminate automatically and Resident will not be eligible for a fair hearing under the Fair Hearing Policy if, prior to the actual commencement of the residency at AMH: (1) Resident's current residency, organization, or program informs Resident or AMH of Resident's failure to satisfactorily complete that program, or the suspension or the dismissal of Resident from, or the intent to suspend or dismiss the Resident

2.2.1. Termination Before Commencement. Notwithstanding anything in

current or former employer, program director or other person whose reference was solicited by either AMH or the Resident; or (2) Resident engages in any misconduct or any criminal conduct determined by AMH to be a serious wrongdoing or Resident is convicted of a felony or other crime determined by AMH to be a serious crime; or (3) Resident being found to have materially misrepresented himself/herself during the recruitment or application process. Resident shall notify AMH in writing promptly of any situation involving Resident's current residency, organization, or program as set forth in subsection (1) of this Section, and of any criminal arrest or conviction. Resident also agrees to cooperate with AMH and to provide relevant information requested by AMH in connection with any circumstance or situation determined by AMH to be covered by this Section. Notwithstanding anything in this Agreement to the contrary, if Resident's appointment is terminated pursuant to this Section 2.2.1, Resident will not be entitled to receive any salary, payments or compensation under this Agreement.

- 2.2.2 <u>Termination for Failure to Maintain License</u>. Notwithstanding anything in this Agreement to the contrary, and without limiting any provision of this Agreement relating to Resident's obligations with respect to his or her license, Resident's appointment shall terminate automatically, Resident shall not be reappointed, and Resident will not be eligible for a fair hearing under the Fair Hearing Policy if, for any Contract Year, Resident has not received or maintained his or her Pennsylvania medical trainee license, Pennsylvania medical license, or other applicable professional health care license issued by a Pennsylvania licensing agency, board or authority, as appropriate, by the starting date of that Contract Year regardless of whether such failure to receive or maintain any such license is due to revocation, suspension, withdrawals, failure to renew, termination and/or any other reason whatsoever.
- 2.2.3. <u>General Termination</u>. The Resident's appointment shall terminate automatically at the end of a Contract Year if the appointment is not renewed in writing by AMH, in its sole discretion, for the next succeeding Contract Year, and in any case at the end of the first Contract Year.
- 2.2.4. <u>Termination for Cause</u>. AMH may immediately terminate the Resident's appointment for cause at any time. "Cause" shall be defined to include, but is not limited, to:
- (i) Resident's failure to perform the duties or responsibilities of a resident in his or her Department at a level of performance satisfactory to AMH, as determined solely by AMH, notwithstanding any reappointment, if any, under Section 3 of this Agreement;
- (ii) Resident's failure to complete any Contract Year at a level of performance satisfactory to AMH, as determined solely by AMH, notwithstanding any reappointment, if any, under Section 3 of this Agreement;
- (iii) Except with respect to Resident's failure to maintain licensure, Resident's breach of or failure to perform any term, condition, duty or responsibility contained in this Agreement including, without limitation, Resident's unavailability for, or inability to, work after the maximum amount of authorized leave including, without limitation, any medical and/or family leave has expired;

(iv) Resident's improper, unlawful or illegal use or distribution of any controlled substance or Resident's violation of Abington Health's ("AH") drug and alcohol policy;

(v) Resident's engaging in any misconduct or any criminal conduct determined by AMH to be a serious wrongdoing, conviction of a felony or other crime determined by AMH to be a serious crime. Conviction, as used in this Agreement, shall include, but shall not be limited to, a finding or judgment of guilt, a plea or admission of guilt, or a plea of nolo contendere; and

(vi) Resident's failure to follow and adhere to AMH's and/or AH's current employee policies and procedures, which include, without limitation, its Code of Conduct and Ethical Behavior and its policies on any type of harassment, including, without limitation, sexual harassment, AMH's Medical Staff By-Laws, including its Rules and Regulations, which shall include, without limitation, the timely completion of any and all required clinical documentation.

2.2.5. Fair Hearing. Resident shall be given notice of AMH's decision to terminate his or her appointment for Cause pursuant to Section 2.2.4 of this Agreement. Upon the issuance of the notice of the decision of termination, the Resident's active participation in the Department's Residency Program shall end. The Resident may request a fair hearing with respect to the termination of appointment for Cause pursuant to Section 2.2.4 of this Agreement according to the policies and procedures of the AMH's Graduate Medical Education Fair Hearing Policy, as amended from time to time. If the Resident does not request a fair hearing relating to the termination of his or her appointment within the time period and in the manner described in the Fair Hearing Policy or if Resident properly requests a fair hearing but later withdraws such request prior to the fair hearing, then the termination of the Resident's appointment shall be final and binding as of the effective date of termination identified at the time of the notice of the initial decision of termination or, if such an effective date is not provided, the date of the notice of the initial decision of termination. If the Resident requests a fair hearing in a timely and proper manner in accordance with the Fair Hearing Policy, (a) the termination of the Resident's appointment will be final and binding if the fair hearing panel does not change the termination decision, affirms the termination decision, or the fair hearing otherwise results in the upholding of the termination decision under the Fair Hearing Policy; and (b) the date of termination of Resident's appointment will be the effective date provided in the original notice of termination in accordance with Section 2.2.4 unless the fair hearing panel assigns an alternative date of termination in which case that new date shall govern.

2.2.6. <u>Resignation by Resident</u>. Resident may resign his or her appointment only with AMH's prior written consent.

#### 3. Reappointment.

3.1. <u>In General</u>. If Resident is in a Residency Program which consists of more than one (1) year in duration, as set forth in Section 2.1 hereof, and Resident is not in the final year of his or her Residency Program, then AMH will be deemed to have offered the Resident reappointment for the <u>next</u> Contract Year in the Residency Program, subject to the terms of this Agreement, unless AMH gives the Resident written notice of a decision not to reappoint the

Resident. AMH shall provide the Resident with as much written notice of its intent not to renew or not to promote as the circumstances reasonably allow, prior to the expiration of the then-current Contract Year. Notwithstanding anything contained herein to the contrary, AMH's offer of reappointment deemed to be given to the Resident is contingent and may be withdrawn at any time if AMH determines, at its sole discretion, that Resident's performance or conduct is not satisfactory during the remainder of the then current Contract Year, or if Resident has not fulfilled and completed the requirements of his or her Residency as of the end of the then current Contract Year, which includes, without limitation, failure to successfully pass the USMLE Step 3 or COMLEX Step 3 by the end of Resident's PGY 2 year, and, provided further that Resident's appointment continues to be subject to the terms of this Agreement, including, without limitation, Section 2.2.4., allowing AMH to terminate Resident's appointment for Cause at any time. In such event, AMH will provide as much advance notice to Resident as reasonably possible under the particular circumstances.

- 3.2. Acceptance of Reappointment. If Resident is offered reappointment to the Residency Program, then the Resident must accept AMH's offer of reappointment by executing Attachment A, which is attached hereto and incorporated herein to this Agreement, no later than ten (10) calendar days after AMH provided it to the Resident. If Resident does not accept AMH's offer of reappointment in the manner described herein, then the offer is deemed to be withdrawn by AMH. Resident's signing of Attachment A does not prohibit AMH from withdrawing its offer of reappointment if AMH determines, in its sole discretion, that Resident's performance or conduct is not satisfactory during the remainder of the then current Contract Year or Resident has not fulfilled and completed the requirements of his or her Residency or the terms and conditions of this Agreement as of the end of the then current Contract Year.
- 3.3. <u>Determination Not to Reappoint</u>. If Resident is not offered reappointment, Resident may request a Fair Hearing in accordance with the procedures of the Fair Hearing Policy.
- 3.4. Recommendation to Repeat Residency Year. If AMH determines, in its sole discretion, that the Resident has not completed the then current Contract Year at a level of performance satisfactory to AMH, or has not fulfilled and completed the requirements of his or her Residency that Contract Year, then it may, in lieu of termination or non-reappointment, allow the Resident to repeat the year or a portion thereof in question. If such an offer is made and accepted by the Resident, then both Resident and AMH shall amend and initial Section 2.1 of this Agreement noting that the year or a portion thereof shall be repeated and both shall execute Attachment A. If such an offer is made by AMH, whether or not accepted by Resident, then the Resident shall not be entitled to a Fair Hearing on AMH's decision to have Resident repeat a Contract Year. The Resident may, however, file a grievance over the decision in accordance with the procedures outlined in the Fair Hearing Policy.

#### 4. Responsibilities of Resident.

4.1. <u>General Duties</u>. Resident shall perform the customary services and duties of a resident at a level of performance that is satisfactory to AMH in accordance with the AH's mission, vision, values, policies, procedures, standards and guidelines and AMH's Medical Staff Bylaws, Rules and Regulations and any policies related thereto. These services and duties include, but are not limited to:

- (i) Resident shall maintain his or her Pennsylvania medical trainee license, Pennsylvania medical license or other applicable professional health care license issued by a Pennsylvania licensing agency, board or authority, as appropriate, in good standing and shall be responsible for obtaining and having such license, as appropriate, by the commencement date of each Contract Year. Resident shall immediately notify AMH's Office of Graduate Medical Education in writing of revocation, suspension, withdrawal or termination of his or her medical trainee license, medical license, any professional health care license, or authorization to practice the profession, issued to the Resident by any licensing board, agency or other authority of Pennsylvania, any other state, territory, possession, country, branch of the federal government, or any other jurisdiction. In addition, Resident shall immediately notify AMH Office of Graduate Medical Education in writing of any medical professional liability claim, regardless of whether such claim is covered by AMH's professional liability insurance;
  - (ii) Patient care and procedural skills;
  - (iii) Medical knowledge;
  - (iv) Practice-based learning and improvement;
  - (v) Interpersonal and communication skills;
  - (vi) Professionalism;
  - (vii) System-based practice; and
- (viii) Resident's fulfillment of specific criteria of Resident's Department, including, without limitation passing any and all required exams, certifications, and board requirements.
- 4.2. <u>Additional Duties</u>. Resident shall perform the following additional duties at a level of performance satisfactory to AMH, as determined solely by AMH:
- (i) Develop a program of self study and professional growth with guidance from the AMH teaching staff;
- (ii) Practice with quality, effectiveness, efficiency and economy. Provide safe and compassionate patient care under the supervision of AMH teaching staff, commensurate with Resident's skill and responsibility as determined by AMH;
- (iii) Participate fully in the educational and scholarly activities of the AMH Residency Program to which Resident is appointed including, without limitation, the Residency Program's training and educational requirements which include, without limitation, the responsibility for teaching and supervising other residents and students; and
- (iv) Participate in AMH programs and activities involving the AMH Medical Staff, including committees and councils, and adhere to, and comply with, all practices,

guidelines, procedures and policies of AH, AMH, AMH's Medical Staff, and AMH's Office of Graduate Medical Education.

- 4.3. Outside Educational Opportunities, Speaking Engagements and Moonlighting. Resident shall not engage in any outside educational opportunities, speaking engagements or moonlighting (hereinafter collectively referred to as "Outside Engagement(s)"), whether remunerated or not, without the prior written permission of the Resident's Program Director. AMH shall monitor any granted Outside Engagements to determine if such Outside Engagement has caused or is likely to cause any adverse effects on the services that Resident is obligated to perform hereunder. Provided that written permission is received by the Resident, the Resident is obligated to report to the Program Director a summary of such Outside Engagement services on a bi-weekly basis, including a listing of the general duties involved and the time commitment required. Outside Engagements are not within the scope of Resident's professional liability insurance with AMH and, as such, Resident's acts and omissions during any Outside Engagement are not covered by AMH professional liability insurance. Resident must follow and be consistent with the current ACGME work hour restrictions and policies mandating work hour(s). Resident is required to report any and all regularly scheduled AMH work hour(s) and any and all Outside Engagement hours, including any and all moonlighting hours, in AMH's daily work hour log report. In addition, Resident shall immediately notify AMH Office of Graduate Medical Education in writing of any medical professional liability claim relating to any Outside Engagement. AMH may revoke any previously granted Outside Engagement permission at any time in AMH's sole discretion, as set forth in more detail in AMH's Resident's Manual, incorporated herein by reference and as amended from time to time.
- 4.4. <u>Policies, Rules and Regulations</u>. Resident shall abide by, and comply with and be afforded the protection of, as applicable, all applicable laws, practices, policies, guidelines, rules, regulations, directions and requirements of AH, AMH, AMH's Medical Staff, and AMH's Office of Graduate Medical Education which pertain to Resident.
- 4.5 <u>Duties upon Termination or Upon No Reappointment</u>. Resident represents and warrants that Resident shall return to AMH all property and tangible matter belonging to AMH or pertaining to the business of AMH or its related organizations, including, but not limited to, (i) laptops, computer hardware, peripherals, software, electronic files, discs, key fobs, hard drives, flash drives, thumb drives, and back-up drives, if any; (ii) keys, identification cards, lab coats, SpectraLink phones, internal AMH phone system / communication devices, pagers, beepers, building access cards, parking cards, mobile phones, records, publications, plans, files, memoranda, and documents; and (iii) confidential files and documents, trade secrets and proprietary information, including, but not limited to, address lists, contracts, agreements, correspondence, business plans and information, operational plans, security plans and information. Resident represents and warrants that Resident will not keep any copies or duplicates thereof.
- 5. <u>Discipline</u>. AMH may discipline Resident for Cause. Such discipline may include but is not limited to an unpaid suspension of employment for any number of days as determined by Abington in its sole discretion. Cause for discipline includes, but is not limited to, those reasons set forth in Section 2.2.4 of this Agreement. A Resident may file a grievance concerning any discipline or any complaint relevant to the Residency Program according to the procedures outlined for grievances in the Fair Hearing Policy.

- 6. <u>Evaluations</u>. Per the Accreditation Council for Graduate Medical Education ("ACGME") guidelines, Resident will be evaluated by AMH at least twice during each Contract Year that this Agreement continues in effect. Any review completed during the current Contract Year will be considered, and any and all reviews completed in any prior Contract Years may be considered, in connection with AMH's decision concerning discipline, termination and/or reappointment of Resident. The evaluation criteria include, but are not limited to, Resident's performance of his or her duties and responsibilities as a Resident.
- 7. Work Hour Restrictions and Requirements. Resident must follow and be consistent with the current ACGME work hour restrictions and policies mandating work hours. Resident is required to report any and all regularly scheduled work hours and any and all moonlighting hours in each daily work hour log report. Both AMH and Resident agree to abide by the work hour limits promulgated by the ACGME. Each Residency Program Director shall monitor the Resident's work hour log reports in conjunction with the ACGME requirements.

## 8. Resident's Compensation.

8.1. <u>Salary</u>. Resident's salary for services rendered during the first Contract Year shall be at an annual rate of \$\_\_\_\_\_\_\_, paid in accordance with AMH's then-current payroll practices and schedule and AMH shall withhold from such payments all amounts that it is required or permitted to withhold by law. AMH may, at its sole discretion and during the term(s) hereof, increase the salary paid to Resident without a formal written amendment hereto. Resident's salary for any renewal term shall be set forth on Attachment A.

## 8.2. Additional Compensation.

8.2.1 Additional Duty Compensation. The Resident may request to perform additional duties at AMH for which Resident may earn compensation from AMH in addition to his or her AMH salary as set forth in this Agreement. AMH retains the absolute right to grant or deny any such request and to revoke the approval of any such request at any time. The Resident's performance of any such additional services shall be deemed part of the Resident's educational program and shall be subject to all of the requirements of the Residency Program and this Agreement, including, without limitation, the requirements pertaining to the duties and responsibilities of the Resident and the provisions governing termination, reappointment and discipline. Notwithstanding the foregoing, the compensation to the Resident for such additional duties will be governed by a separate agreement between AMH and the Resident and the compensation shall be paid in accordance with AMH's then-current payroll practices and schedule and AMH shall withhold from such payments all amounts that it is required or permitted to withhold by law.

8.2.2 <u>Nominal Stipends and Bonuses</u>. Resident may, from time to time, at the sole discretion of AMH and the Resident's Residency Program and Department and in accordance with AMH's policies regarding the distribution of bonuses to employees, receive nominal stipends and/or bonuses from AMH in recognition of the Resident's hard work and dedication to the Department. Any and all payments, if and when distributed, shall be done so by AMH in accordance with AMH's usual and customary payroll practices.

- 8.2.3 <u>Outside Educational Programs</u>. In accordance with Section 4.3, Resident may receive compensation from the third parties for which Resident performs Outside Engagements.
- 8.2.4 <u>Additional Benefits</u>. AMH may, from time to time, subject to AMH's then-current policies and procedures and further subject to the specific Program's policies and procedures, make available and offer to Resident certain additional benefits including, without limitation, reimbursement for medical education conferences, seminars, books and journals, monetary allowance for the purchase of electronic hand-held devices, and the reimbursement of medical license and DEA license renewal fees, certain pre-approved examination fees and relocation costs. Any additional benefit as well as the monetary benefit afforded under each benefit is subject to change at any time at the sole discretion of AMH and the Department.
- 8.3. Payments upon Termination. If Resident's appointment for a given Contract Year has actually commenced and it is terminated before the end of that Contract Year, Resident will be paid his or her salary through the last day Resident worked, unless otherwise agreed to in a signed writing by the Hospital..
- 8.4. <u>Benefits</u>. Resident shall be entitled to participate in or be eligible to receive benefits under any flexible benefit program, benefit arrangement or plan generally made available by AMH to its residents, in accordance with the requirements, terms, conditions, and limitations of any such flexible benefit program, benefit arrangement or plan, as may be in effect from time to time. AMH has the right to amend, modify or delete any such flexible benefit program, benefit arrangement or plan at any time. Such flexible benefit programs, benefit arrangements and plans may include, without limitation, health insurance, life insurance, short-term and long-term disability insurance and flexible spending accounts.
- 8.5. Paid Time Off (PTO). Resident shall be entitled to fifteen (15) days of paid time off per Contract Year in accordance with AH, Residency Program, and Department policies and procedures. All such paid time off days must be scheduled with AMH's prior approval. PTO days not taken by Resident in any Contract Year may not be carried forward and taken in any other Contract Year. Moreover, AMH will not make a monetary pay-out to Resident for any unused paid time off in any Contract Year.
- 8.6. Professional Liability Insurance. AMH will provide Resident with professional liability insurance provided generally by AMH to its similarly situated residents. Such professional liability insurance shall be subject to the terms, conditions, limitations and levels of coverage as set forth in any relevant insurance policy or policies, and other governing plans, statutes and regulations, as may be in effect from time to time which may be amended, modified or deleted by AMH or by any governmental entity at any time. AMH also shall be responsible for the payment of premiums for reporting endorsement coverage (tail coverage), if such coverage is necessary, upon termination of Resident's appointment with AMH. Without limiting or modifying the foregoing, Resident acknowledges and agrees that, where coverage otherwise exists, coverage shall be limited to incidents occurring only at AMH or during AMH sanctioned and/or previously approved and/or authorized activities in AMH's designated facilities during the time of Resident's appointment or reappointment to an AMH Residency Program pursuant to this Agreement. Resident acknowledges and agrees that this AMH provided professional liability insurance is not

applicable and does not apply to or cover Resident for any Outside Engagements regardless of whether AMH has provided Resident with prior written permission. Evidence of coverage provided by this Section 8.6 shall be provided to Resident at his/her request.

- 8.7. <u>Laundry</u>. Pursuant to AMH's laundry guidelines, AMH will launder for Resident, without charge, lab coats and uniforms in accordance with AMH's regular laundry schedule.
- 8.8. <u>Meals During In-House On-Call Coverage</u>. AMH agrees to provide Resident with a monetary stipend for Resident's meals while Resident provides on-call, in-house coverage only to AMH as authorized by AMH's Office of Graduate Medical Education.
- 8.9. <u>Quarters</u>. Pursuant to Resident's individual Residency Department policies and procedures, Resident may be required to remain on AMH and/or AH property, as applicable, at all times for assigned work hours. Quarters are provided on the premises of AMH for certain assigned on-call work hours.
- 8.10. <u>Counseling</u>. Resident shall have access to the full spectrum of employee assistance programs offered by AMH and AH including, without limitation, AMH's Medical Staff Health Assistance Committee. AMH and Resident acknowledge that AMH will facilitate Resident's access to counseling, medical, financial and psychological support services.
- 8.11 <u>Physician Impairment</u>. AMH's Medical Staff has an assistance program available to medical professionals, including, without limitation, its residents, who may suffer impairments. This assistance program is monitored through the Medical Staff's Practitioner and Advanced Practice Professional Health Assistance Committee. The services of this Health Assistance Committee, as well as any other applicable services offered by AMH, are available to Resident if and as needed.
- 8.12. Leaves of Absence. Resident is eligible for at least six (6) weeks of medical, parental or caregiver leave for qualifying reasons that are consistent with applicable laws per each Term of this Agreement. During the first six weeks of the first such approved leave of absence, the Resident will be paid his or her full salary. In addition, any health and disability benefits for which Resident is enrolled in and eligible for shall be continued during any approved medical, parental or caregiver leave of absence. AMH's leave of absence policy, which contains further information, including but not limited to, the process for submitting and approving such leave of absence requests, will be accessible to Resident via New Innovations and AMH's intranet and is hereby incorporated by reference and made part of this Agreement. Resident may be eligible for additional leave of absence time pursuant to the Family and Medical Leave Act (FMLA") or other law, or as provided for by Hospital policy.
- 8.13. <u>Disability</u>. AMH has a written policy which is consistent with the requirements of the Americans with Disabilities Act ("ADA"). This policy ensures that employees, including residents, are afforded the protection of the ADA which, among other things, forbids discrimination in employment related to disabilities or perceived disabilities.

- 8.14. <u>Board Certification</u>. The specific Graduate Medical Education Residency Program to which Resident is appointed will provide information to the Resident regarding his/her eligibility for certification with the relevant certifying board.
- 9. <u>Notice</u>. For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered. Notice to the Resident may be addressed to the Resident in care of the Department or to the Resident's last address known to AMH. Notices to AMH and to representatives of AMH shall be addressed to them at their respective departments at AMH.

### 10. Miscellaneous Provisions.

- 10.1 <u>Integration</u>. This Agreement supersedes and replaces any and all prior understandings and agreements between the parties, whether oral or written.
- 10.2. <u>Choice of Law.</u> The interpretation and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to conflict of law principles, and the parties hereby consent to jurisdiction in the state or federal courts in the Commonwealth of Pennsylvania.
- 10.3. <u>Counterparts and Copies</u>. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Copies of signatures sent by scan, facsimile, and or photocopy signed by both parties shall be as binding and as legally enforceable as the original Agreement.
- 10.4. <u>Titles and Headings</u>. The title or heading of any provision of this Agreement shall not be construed to either restrict or enlarge the scope or the meaning of the language of the provision.
- 10.5. <u>Policies and Procedures</u>. AH, AMH, AMH's Medical Staff and AMH's Office of Graduate Medical Education have the right, at any time hereunder, to amend, modify, establish or delete any practices, policies, guidelines, rules, regulations, directions and requirements generally applicable to the Medical Education Program and/or applicable to the Resident's particular Department or Residency Program. Resident agrees to be bound by the all applicable AMH and AH policies and procedures, as amended.
- 10.6. <u>Closure/Reduction Policy</u>. AMH's policy regarding the reduction in the size or the closure of a residency program follows the appropriate accrediting body's guidelines, as applicable.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement as of the dates written below, to be effective on the date this Agreement was made as first written above.

DATED:	BY:		
			Danielle Pineda, MD, FACS
		TITLE:	Designated Institution Official
			Director, Medical Education
		FOR:	ABINGTON MEMORIAL HOSPITAL
DATED:			

Effective October 2007 Revised October 2010 Revised November 2011 Revised October 2012 Revised January 2013 Revised January 2014 Revised August 2014 Revised March 2016 Revised December 2016 Revised February 2019 Revised February 2020 Revised January 2021 Revised March 2022