

2018 - 2019
RESIDENT AGREEMENT

This Resident Agreement is made as of **Month xx, 20xx** ("Effective Date"), by and between Saint Joseph Hospital, Inc. ("Care Site") and _____ ("Resident").

Care Site offers and the Resident accepts a full-time appointment to the Graduate Medical Education Program (the "Program") under the following terms:

Type of Residency: **xxxxxxxxxxxxxxxxxxxx** Post Graduate Level ("PGY"): **XXXX**

The Care Site and the Resident agree to the following Stipend, Benefits and Conditions of appointment.

1. PRE-EMPLOYMENT CONDITIONS

1.1 Care Site must receive verification of Resident's graduation from medical school, proof of passing the United States Medical Licensing Examination Steps 1 and 2, and/or other applicable credentialing documentation and verification. If Resident is transferring from another program or hospital, Care Site must receive evidence of satisfactory completion of prior rotations, and a satisfactory summative evaluation from the prior program director.

1.2 Care Site must receive satisfactory documentation of Resident's identity and authorization to work in the United States, which includes appropriate licensure under applicable law and confirmation of visa status, if applicable.

1.3 Resident must undergo and satisfactorily complete a pre-employment physical examination, including routine drug screening.

1.4 Resident shall submit to and pass a criminal background check (felony and/or misdemeanor).

2. STIPEND

Resident shall receive a salary at the annual rate of \$ **_____** (the "Stipend"). The Care Site shall deduct from the Stipend, if applicable, social security, federal, state and city withholding taxes, unemployment and disability insurance and workers' compensation. There will be no change to the Stipend during the Initial Term (as defined herein).

3. BENEFITS

3.1 In General. In addition to the Stipend provided above, Care Site shall provide a Resident with the Benefits that are outlined in the Care Site's Benefit Program for Residents as approved and amended from time to time and any such other benefits as described in Exhibit A. The official plan documents and contracts will govern the Benefit Program. The Care Site reserves the right to amend, modify or terminate Benefit Program provisions at any time.

3.2 Leave of Absence. Request for a leave of absence (whether with or without pay) shall be approved or denied as determined by the Residency Program Director taking into account Resident and Program needs, and in accordance with the Care Site's Leave of Absence Policy and applicable laws (including, without limitation, the Family Medical Leave Act and the Americans with Disabilities Act, as applicable) and regulations, Program accreditation requirements, and requirements for Medical Board certification. The Residency Program Director shall provide Resident with the Program's written policy

concerning the effect of a leave of absence on satisfaction of the criteria for completion of the Program. The Program Director also will provide Resident with information relating to eligibility for certification by the relevant certifying board.

3.3 Uniforms. Two white coats will be provided for each first-year Resident. One new white coat will be provided to each Resident each year thereafter.

3.4 Liability Insurance. Care Site shall provide professional liability insurance coverage insuring against Resident's malpractice but only as long as Resident is engaged in Care Site's approved residency activities, subject to all terms and conditions of the applicable policy or self-insurance trust. Such coverage includes all educational activities performed within the scope of Resident's duties detailed by the Residency Program Director and specifically excludes coverage of activities for which independent compensation is available to Resident ("moonlighting"). Such coverage includes reasonable costs of defense and protection against awards arising from claims made after completion of residency at Care Site, provided the alleged act or omission of Resident is within the scope of Resident's approved duties detailed by the Residency Program Director. Such coverage shall be consistent with that which may be provided by Care Site from time to time to other medical/professional practitioners. In consideration of the above-referenced insurance coverage for claims arising out of acts within the scope of Resident's duties, Resident agrees that he or she shall provide notice to Care Site of any incident or claim, and that he or she will cooperate with Care Site in the defense of any claim based upon services in which he or she was a participant. This obligation shall survive the termination of this Agreement.

3.5 Work Environment. Residents on duty will be provided adequate sleeping quarters.

3.6 Meals. Meals will be furnished by the Care Site when Resident is required to remain on-call on site at the Care Site throughout the on-call duty hours (as defined by applicable Care Site Department policy and published roster).

3.7 Physician Impairment: Substance Abuse and Counseling Services. Care Site shall address issues of suspected or confirmed physician impairment and shall provide Resident with access to confidential counseling and medical and psychological support services in accordance with the Benefit Summary.

3.8 Accommodations for Disability. Care Site shall make reasonable accommodations for Resident disability per the Americans with Disabilities Act.

3.9 Fitness Center Access. Care Site may provide Resident with membership access to Midtown Athletic Club.

3.10 Other Benefits. Care Site may from time to time, in its sole discretion, provide Resident with additional benefits in accordance with Care Site's policies and procedures related to the Program and as is customary for all residents appointed to the Program.

4. RESIDENT CONDITIONS

Throughout the term hereof, the Resident specifically agrees to the following terms and conditions:

4.1 Resident shall fulfill duties assigned as outlined in the Policy Manual of the applicable Care Site Department in a satisfactory manner, as determined by the Residency Program Director, in his or her sole discretion.

4.2 Resident understands and agrees that the hours of duty will vary with the clinical area to which Resident is assigned. Care Site shall maintain an environment conducive to the health and well-being of Resident, in accordance with duty hour restrictions imposed by the Accreditation Council for Graduate Medical Education (“ACGME”). Resident shall follow policies, procedures and regulations of Care Site, the Program, ACGME, including the Duty Hours Policy, and to the extent applicable, the bylaws, rules and regulations of the Medical Staff at the Care Site.

4.3 Resident shall not engage in gainful medical employment (“moonlighting”) or other professional activities outside the Care Site training program during the term of this appointment without the prior written consent of and continued monitoring by the Residency Program Director. Unless agreed otherwise, any compensation for outside activities approved by the DIO or his/her designee (the “Approved Outside Activities”), including all fees, honoraria, or payments for participation in non-Care Site teaching assignments, lectures, speeches, publications or expert witness testimony by Resident will be: (i) paid directly to and retained as separate income by Resident if performed *outside of* the times in which Resident is scheduled to provide services to Care Site under this Agreement; and (ii) paid directly to and retained as revenue of Care Site, if performed *during the* times in which Resident is scheduled to provide services to Care Site, under this Agreement.

4.4 Resident shall obtain professional liability malpractice insurance coverage covering any “moonlighting” or other professional activities which Resident undertakes during the term of this Agreement and/or any professional activities of Resident prior to the Effective Date of this Agreement. Resident shall be liable for any and all claims, costs, and expenses arising from or out of Resident’s acts and/or omissions while “moonlighting” and/or engaging in such other professional activities and/or professional activities before the Effective Date of this Agreement.

4.5 Resident understands and consents to Care Site’s sharing of information concerning the Resident’s performance with education committees, certifying boards, licensing boards, training programs to which the Resident applies, or as otherwise necessary or appropriate in connection with Resident’s performance and education. The Resident also agrees to evaluate other residents and medical students as a part of the educational experience, as requested from time to time by Care Site.

4.6 Resident agrees to address any work-related issues (including sexual and other forms of harassment) by utilizing Care Site’s Problem Resolution Process. This process is outlined in the Care Site’s employee handbook that will be provided to Resident at the time he/she is hired.

5. RESIDENT RESPONSIBILITIES

The goal of the Program is to provide residents with an extensive experience in the art and science of medicine in order to achieve excellence in the diagnosis, care, and treatment of patients consistent with Care Site’s mission. To achieve this goal, Resident agrees to do the following:

5.1 Under the leadership and supervision of the Residency Program Director and faculty, assume responsibilities for the safe, effective and compassionate care of patients, consistent with Resident’s level of education and experience, and to the best of Resident’s abilities.

5.2 Participate fully in the educational and scholarly activities of the Program and, as required, assume responsibility for teaching and supervising other residents and medical students.

5.3 Use best efforts in providing safe, effective, and compassionate patient care and to complete clinical responsibilities as and when assigned.

5.4 Demonstrate courtesy and respect to patients and their families, Care Site’s medical staff, other residents and all Care Site personnel.

5.5 Develop and participate in a personal program of self-study and professional growth with guidance from the Program faculty.

5.6 Participate in institutional programs, committees, councils, and activities involving the medical staff as assigned by the Residency Program Director.

5.7 Adhere to established policies, procedures and practices of the sponsoring organization and its affiliated institutions.

5.8 Participate in the evaluation of the Program, the Residency Program Director and Program faculty.

5.9 Develop an understanding of ethical, socioeconomic, and medical legal issues that affect the practice of medicine.

5.10 Apply cost containment measures in the provision of medical care.

5.11 Comply with Care Site guidelines to ensure compliance with regulations that govern the billing of professional services.

5.12 Maintain charts and records in accordance with applicable legal and professional standards and in accordance with Care Site's policies.

5.13 Adhere to ACGME institutional program requirements.

6. CONFIDENTIALITY

Resident agrees to maintain the confidentiality of all written, oral or computerized information relating to Care Site, patients and family members in accordance with all applicable federal and state privacy laws, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and privacy and security regulations published by the U.S. Department of Health and Human Services ("DHHS") contained at 45 C.F.R. Parts 160 and 164 which may be periodically revised or amended (collectively, the "HIPAA Regulations").

7. TERM AND TERMINATION

7.1 This Agreement begins on **Month xx**, 2017 and ends on **Month xx**, 2018 (the "Initial Term"). This Agreement may be renewed for additional one-year periods if the Care Site determines, in its sole discretion, that Resident has satisfactorily completed his/her previous year of training, received satisfactory performance evaluations, fully complied with the terms and responsibilities established by the Program, and satisfied such other requirements or conditions as solely determined by Care Site (each, a "Renewal Term"). The Initial Term and any Renewal Terms shall be referred to herein collectively as the "Term."

7.2 Both Care Site and Resident have entered into this Agreement in good faith and acknowledge their respective ethical and legal obligations to fulfill this Agreement until its expiration date, except where Resident is unable to do so because of incapacitating illness.

7.3 If, after commencement of the Term, Care Site learns that Resident did not meet the conditions herein, or no longer meets the conditions herein, Care Site may, in its sole discretion, subject to compliance with applicable laws, revoke, suspend, modify, or terminate this Agreement as applicable to ensure Care Site's compliance with law and to protect patient safety and the public interest.

7.4 It is understood that Care Site reserves the right to dismiss the Resident at any time during this period of training for just cause including, but not limited to: gross misconduct, breach of trust, illegal or unethical conduct, material breach of duties, or noncompliance with any policies of Care Site, the Program or the Care Site Code of Conduct.

7.5 Care Site reserves the right to renew and/or terminate this Agreement based on Resident having performed, or failed to perform, satisfactorily as determined by the Residency Program Director. In the event of termination, non-promotion or non-renewal, the Residency Program Director will have counseled Resident and administered the appropriate disciplinary action in accordance with the guidelines established in the GME Resident Corrective Action/Dismissal Policy. When possible, Care Site will provide Resident with a written notice of intent no later than four months prior to the end of Resident's current agreement; otherwise the formal notice will be provided with as much notice as possible. Any corrective action taken to address nonperformance will require the Residency Program Director and Resident to develop a written action plan outlining goals and performance expectations, along with the timeframes for Resident to be able to demonstrate his/her ability to meet the required levels of performance.

7.6 If this Agreement is terminated prior to its expiration date as provided herein, each party, at his/her option, may submit an explanatory statement to the ACGME. Care Site reserves the right to reduce the size of or close the Program, in which event Resident will be informed immediately. This Agreement may be terminated by Care Site and any procedures established by the ACGME regarding relocation of Resident will be followed. Such statements shall be available to inquirers, at the discretion of the ACGME.

8. MISCELLANEOUS

8.1 Ethics and Standards. All services provided under this Agreement shall conform to all applicable federal, state and local laws, rules, and regulations and all applicable ethical standards, including the mission and philosophy of the Sisters of Charity of Leavenworth Health System, Inc. Resident agrees to furnish services hereunder in a manner consistent with, and that will not contravene, the Ethical and Religious Directives for Catholic Health Care Services (2009, Fifth Edition) as revised and approved from time to time by the United States Conference of Catholic Bishops and promulgated by the Diocese in which Care Site is located.

8.2 Applicable Law. This Agreement shall be governed by the laws of the State of Colorado.

8.3 Books and Records. All records relating to Resident's services hereunder shall be and remain the property of Care Site.

8.4 Assignment. Resident may not assign or subcontract any of his or her responsibilities under this Agreement without the express prior written consent of Care Site. Care Site may assign this Agreement to its successor without the consent of Resident in the event of a merger, consolidation, acquisition, or corporate reorganization.

8.5 No Third Party Beneficiaries. Nothing in this Agreement is intended to create any rights in, or confer any benefits upon, any person or entity other than the parties to this Agreement.

8.6 Compliance with Law and/or Underwriting Requirements. Notwithstanding any other provision in this Agreement, Care Site remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations and/or underwriting requirements. Further, Resident warrants that he or she has not been listed by any federal agency as being debarred, excluded or otherwise ineligible for participation in any federal program, including, without limitation, any federal health care program as defined in 42

U.S.C. § 1320a-7b(f), as amended from time to time, including, without limitation, the Medicare and Medicaid programs (collectively, the “Federal Health Care Programs”). This shall be an ongoing representation and warranty during the Term of this Agreement, and Resident shall immediately notify Care Site of any change in the status of the representation and warranty set forth in this section. Care Site shall have the right to terminate this Agreement immediately for cause for any breach of this section.

8.7 Notice. Notices given hereunder shall be deemed adequate if hand delivered or sent post prepaid, certified mail, return receipt requested, addressed to the respective party at the addresses which follow or to such other addresses each may hereafter designate in writing:

Site: Saint Joseph Hospital, Inc. Resident: _____
Graduate Medical Education _____
1960 Ogden Street, Ste. 300 _____
Denver, CO 80218

With copy to: SCL Health
Legal Division
500 Eldorado Blvd, Ste. 4300
Broomfield, CO 80021

8.8 Severability and Supervening Law. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. In the event that any law, or applicable administrative rule or regulation, including but not limited to the Medicare or Medicaid regulations (the “Laws”) shall render the performance of any service hereunder impossible or in violation of any such Laws, Care Site and Resident agree that, to the extent possible and consistent with the intent of the foregoing Agreement, Resident services hereunder shall continue to be performed in accordance with said Laws.

8.9 Entire Agreement and Amendments. This Agreement constitutes the entire Agreement between the parties as to the services hereunder, and supersedes any previous agreements, whether written or oral. The parties may amend this Agreement by mutual consent provided that any such amendment shall be in writing and signed by both parties. This Agreement may be signed in two or more counterparts, any one of which need not be executed by more than one party hereto, but all of which shall constitute one and the same instrument.

Resident acknowledges that (s)he has read the Resident Agreement, understands it and agrees to abide by its terms and conditions.

Resident Date

Program Director Date

Alwin Steinmann, M.D., DIO and Date
Chief, Academic Medicine

Jameson C. Smith, President

Date

The following policies are attached to this Agreement:

- Duty Hours Policy
- GME Resident Corrective Action/Dismissal Policy