

ST. AGNES HOSPITAL RESIDENCY AGREEMENT

The Agreement is entered into on *[Insert Date]* by and between St. Agnes HealthCare, Inc., doing business as St. Agnes Hospital ("St. Agnes") and _____, M.D. ("Resident") under the following terms and conditions:

1. **Appointment.** St. Agnes hereby appoints Resident as a resident in the St. Agnes *[Internal Medicine][Surgery]* Residency Program (the "Program") in the Department of *[Medicine][Surgery]* (the "Department"). This appointment shall be effective only for the one-year period from _____, 200_ through _____, 200_ as a PGY-__, ____ *[Insert either Preliminary or Categorical after PGY #]*. This appointment is subject to non-renewal in accordance with Section 8 below and to early termination in accordance with Section 9 below. This appointment is contingent upon the Resident's successful completion St. Agnes' standard work-related health screening and a criminal background investigation.

2. **Rules and Regulations; Performance Standards.** Throughout the term of this appointment, Resident shall perform his or her assigned duties faithfully and diligently, and shall devote his or her full time, energy and skill to the performance of such duties. Resident shall, continuously and without interruption, comply with all educational and clinical practices, policies, procedures and work requirements of the Program for all sites to which Resident is assigned. Resident's responsibilities shall include, but shall not be limited to the following:
 - a. Resident shall comply with all policies, procedures, rules and regulations of St. Agnes, the Department, the Program, and the St. Agnes Medical Staff, as amended from time to time, including without limitation: St. Agnes' sexual harassment policy; policies governing medical records completion and house staff quarters; and personnel policies. All St. Agnes employees, including residents, are protected from harassment, including sexual harassment, by St. Agnes' sexual harassment policy SYS HR 23, the current version of which can be seen on the St. Agnes Intranet at <http://saint/client/portal/policy.asp?id=Human+Resources>.
 - b. Resident shall comply with the Ethical and Religious Directives for Catholic Health Care Facilities which can be seen at <http://uscce.org/bishops/directives.shtml> with St. Agnes' "Standards of Conduct", and with St. Agnes' Corporate Responsibility Program policies and procedures, all as amended from time to time. These can be seen on the St. Agnes Intranet at <http://saint/client/corpresp/index.asp>.
 - c. Resident shall exhibit a respectful attitude toward patients, colleagues, superiors, and staff.
 - d. Resident shall follow all instructions from Program Faculty and other superiors including chief residents, senior residents, attending physicians, the Program Director, and the Department Chairman at all sites to which the Resident is assigned.

- e. Resident shall see all patients on a timely basis in accordance with Department and St. Agnes guidelines and rules when instructed or requested to do so by chief residents, attending physicians, other physicians, or nurses.
 - f. Resident shall take the initiative to identify areas for improvement and implement strategies to enhance Resident's knowledge, skills, attitudes and processes of care for patients.
 - g. Resident shall actively provide guidance, instruction, and education to junior residents and medical students, and closely and actively monitor and evaluate the work of those who report to Resident.
3. **Duty Hours.** Resident's work schedule will not exceed the limitations contained in the ACGME duty hours requirements and will be in compliance with GMEC Policy # 19, Duty Hours, as amended from time to time. A current version of this policy can be found in the St. Agnes Healthcare Graduate Education Committee Policy Manual and seen at http://www.stagnes.org/pdfs/GMEC_CombinedPolicyManual.pdf.
 4. **Compensation.** Compensation for Postgraduate Level ____ shall be \$_____ per annum to be paid in bi-weekly installments. The above salary is subject to withholdings for federal and state income tax, FICA and other withholdings required by governmental regulation.
 5. **Additional Benefits.** St. Agnes shall provide Resident with those employee benefits available to all residents in the Program. A summary of the current employee benefits available to residents in the Program (including counseling and other support services) is attached as Attachment 1. Such benefits may be modified at any time without notice in accordance with the terms of St. Agnes' employee benefit programs in effect at the time of such modification.
 6. **Effect Of Extended Leave On Training.** If Resident takes approved leave which, and for whatever reason, exceeds the amount per year permissible under specialty board requirements, or time that the Program Director evaluates as necessary for Resident to achieve academic standards, Resident will be required to make up the missed time, thereby extending the expected date for Resident's completion of his or her residency.
 7. **Outside Activities.** Professional activities outside the educational program (including moonlighting) must be approved in writing, in advance, and included in the Resident's file by the Program Director, who may grant or refuse such approval in his or her sole discretion. The Program Director for Surgery does not currently allow any moonlighting for surgical residents. Where the Program Director grants permission to Resident to engage in moonlighting, Resident's performance in the Program will be monitored for the effect of these outside activities, and adverse effects may lead to withdrawal of permission. Resident shall not be required to engage in any moonlighting. See GMEC Policy Statement #21, Resident Moonlighting. A current version of this policy can be found in the St. Agnes Healthcare Graduate Education Committee Policy Manual and seen at http://www.stagnes.org/pdfs/GMEC_CombinedPolicyManual.pdf.
 8. **Reappointment.** Resident's continuation in the Program beyond this one-year appointment is not guaranteed or automatic. Appointment for any additional years beyond this one-year appointment

is subject to the review and recommendation of the Program Director and approval by the Department Chairman. Such approval shall be contingent upon Resident satisfying all criteria for resident eligibility as specified in the ACGME Institutional Requirements. Any future appointment or reappointment shall be effective only upon execution by St. Agnes and Resident of a new written Residency Agreement containing such terms and conditions as St. Agnes shall deem appropriate or necessary. If St. Agnes decides not to renew this appointment, or renews this appointment without promotion of the Resident to the next level of training, a written notice of intent not to renew or not promote will be provided to Resident at least four (4) months prior to the end of the current term of this appointment except where the primary reason(s) for non-renewal or non-promotion occur(s) within the last four months of the current term, in which case Resident will be provided with as much written notice of the intent not to renew or not to promote prior to the end of the current term, as circumstances will reasonably allow, as determined by the Program Director at his or her sole discretion.

9. **Termination.** Termination of this Agreement and Resident's appointment hereunder, effective immediately upon written notice to Resident, may occur for any one of the following reasons, or for any other reason set forth in the Program's policies and procedures or St. Agnes' human resources policies and procedures:
 - a. Resident's sustained illness or disability, not otherwise covered by the Family and Medical Leave Act, and subject to applicable law and St. Agnes policies.
 - b. Habitual absenteeism on the part of Resident, subject to the Family and Medical Leave Act where applicable.
 - c. The requirements of military service not otherwise covered by applicable federal law.
 - d. Resident's breach of any provision of this Agreement, including without limitation, Section 2 hereof.
 - e. Resident's failure to meet the educational requirements of the Program, as determined by the Program Director or Department Chairman.
 - f. Resident's failure to meet the requirements of the Educational Commission on Foreign Medical Graduates, if applicable.
 - g. Resident's failure or inability to fully comply with the Immigration Reform and Control Act of 1986's provisions dealing with employment eligibility and verification of employment.
 - h. Misrepresentation by Resident on Resident's application to the Program or any other materials submitted by Resident or on behalf of Resident in connection with such application.
 - i. Resident's failure to remain insurable under the terms of St. Agnes' professional liability insurance coverage.

- j. Resident's becoming ineligible, for any reason, to practice medicine in the State of Maryland or at St. Agnes, under applicable laws, licensing standards, or Medical Staff Bylaws, rules, and regulations.
 - k. Resident's becoming the subject of any administrative proceeding for sanction or debarment by, or exclusion from, the Medicare or Medicaid programs, or any other federal or state health care program, or being sanctioned by, debarred, or excluded from, or otherwise made ineligible to participate in, the Medicare or Medicaid programs, or any other federal or state health care program.
 - l. Resident's being charged with or convicted of any felony or any crime related to health care.
 - m. Any action or omission by Resident that St. Agnes determines may pose an imminent danger to St. Agnes or its patients, constitute a violation of any law, jeopardize St. Agnes' or the Program's accreditation, licensure, or reputation, or substantially disrupt or interfere with the operations of the Program or the Department.
10. **Grievance Procedure.** In the event this Agreement and Resident's appointment to the Program hereunder is not renewed or is terminated for any reason, or if Resident is not promoted to the next level of training, or if Resident is suspended or placed on probation, Resident may utilize the grievance procedure delineated under St. Agnes Graduate Medical Education Committee Policy # 10 (Resident Complaints/Grievances) and Policy # 7 (Adjudication of Resident Grievances) regarding Adjudication of Resident Grievances, as amended from time to time. A current version of these policies can be found in the St. Agnes Healthcare Graduate Education Committee Policy Manual and seen at http://www.stagnes.org/pdfs/GMEC_CombinedPolicyManual.pdf.
11. **Resident Impairment.** Issues and questions regarding the impairment of Resident shall be handled in accordance with St. Agnes Graduate Medical Education Committee Policy #17 (Physician Impairment), as amended from time to time. A current version of this policy can be found in the St. Agnes Healthcare Graduate Education Committee Policy Manual and seen at http://www.stagnes.org/pdfs/GMEC_CombinedPolicyManual.pdf.
12. **Acceptance.** This Agreement shall be considered invalid if not accepted, executed and returned within fifteen (15) days of the date received by Resident, unless an extension is granted in writing by the Program Director, who may grant or deny any request for such extension in his or her sole discretion.
13. **Professional Liability Insurance.** St. Agnes shall provide Resident with professional liability insurance coverage (including legal defense and protection against awards from claims reported or filed after Resident's completion of the Program if the alleged acts or omissions of the Resident are within the scope of the Program) in minimum amounts of \$1,000,000 per event and \$3,000,000 annual aggregate through the Ascension Health Self-Insurance Trust. Such coverage shall cover the acts or omissions of Resident in performing his or her clinical and administrative duties under this Agreement for incidents that occur during the term of this Agreement, regardless of when claims are reported. Such professional liability insurance coverage is provided as a no-cost benefit

to all residents in the Program. A summary of pertinent information regarding this coverage can be seen at http://www.stagnes.org/pdfs/Residents_AHPLIns_brochure.pdf .

14. **Confidentiality.** Resident shall maintain the confidentiality of all protected health information regarding patients of St. Agnes in accordance with terms of all applicable state and federal law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), professional ethical standards, and St. Agnes, Department, and Program policies and procedures.
15. **Prescribing.** Resident shall use the St. Agnes DEA number with appropriate personal identifiers when prescribing pharmaceuticals, in accordance with St. Agnes policy.
16. **Staff Privileges.** Resident shall comply with all St. Agnes policies and procedures related to credentialing and Medical Staff privileges applicable to residents, including without limitation the St. Agnes Hospital Medical Staff Bylaws and St. Agnes Hospital Medical Staff Appointment Procedure. These can be seen on the St. Agnes Intranet at <http://saint/client/clinref/careproviders.asp> .
17. **Assignment of Professional Fees.** In exchange for the compensation and benefits provided to Resident under the terms of this Agreement, Resident hereby assigns all right title and interest to any professional fees otherwise payable for professional services rendered by Resident under the terms of this Agreement and agrees to assist St. Agnes in its efforts to bill and collect such amounts.
18. **Closure or Reduction in Size of Program.** Any closure or reduction in size of the Program shall be conducted in accordance with GMEC Policy #15 (Closure/Reduction of Residency Program). A current version of this policy can be found in the St. Agnes Healthcare Graduate Education Committee Policy Manual and seen at http://www.stagnes.org/pdfs/GMEC_CombinedPolicyManual.pdf.
19. **Accommodation For Residents With Disabilities.** St. Agnes has a policy for accommodation of residents and employees with disabilities. The policy, Americans with Disabilities Act (ADA); HR Policy #62, can be obtained by contacting the St. Agnes Human Resources Department or can be viewed on the St. Agnes Intranet at <http://saint/client/portal/policy.asp?id=Human+Resources>.
20. **Entire Agreement.** This Agreement constitutes the entire agreement between St. Agnes and Resident with respect to the subject matter of this Agreement and Resident's appointment to the Program, and supersedes all prior proposals, negotiations, communications, and agreements, whether oral or written, between the parties with respect to the same subject matter.

ST. AGNES HEALTHCARE, INC.

RESIDENT

By: _____
Adrian E. Long, M.D.
Executive Vice President / CMO

,M.D.

Date: _____

Date: _____

By: _____
,M.D.
Chairman/Program Director

Date: _____

ATTACHMENT 1

Summary of Employee Benefits Available to Residents 200_ - 200_

Professional liability insurance consistent with the coverage provided to St. Agnes employed physicians (including coverage for claims reported or filed after completion of Resident's appointment if such claims are for covered acts or omissions that occurred during the appointment).

Vacation - four weeks per year. (Vacation time must be scheduled in accordance with the requirements of the Department and the Program.)

Family and Medical Leaves of Absence (see GMEC Policy #14) and Discretionary Leaves of Absence (see GMEC Policy # 14B) are available to residents, but must be approved by the Residency Program Director because of the potential impact these may have on the resident's training and training schedules. Specific information on how to participate in these programs can be obtained by calling the Benefits Coordinator in St. Agnes Hospital Human Resources Department. A current version of Policies #14 and #14B can be found in the St. Agnes Healthcare Graduate Education Committee Policy Manual and seen at http://www.stagnes.org/pdfs/GMEC_CombinedPolicyManual.pdf.

Sick Leave, without reduction in pay, will be granted on an as-needed basis by approval of the Program Director subject to verification of illness in the form required by the Program Director.

Parental leave is provided to residents, upon request, for the birth or adoption of a child of the resident. The resident is expected to notify the Program Director of the impending event, in writing, as soon as the resident becomes aware of the possibility of parental leave being needed. Parental leave shall not exceed twelve weeks and documentation supporting the need for leave must be provided. When parental leave is granted, vacation leave must be used; any remaining time required shall be Leave Without Pay. Any parental leave granted under this provision shall run concurrently with, and not in addition to, any leave to which the resident may be entitled pursuant to the Family and Medical Leave Act under St. Agnes' personnel policies. See Section 6 of contract for effect of extended leave on training.

Uniforms and laundry of same.

Sleeping accommodations and snacks when on night duty. (No other living accommodations are provided by St. Agnes.)

Allowance for food for each two (2) weeks of duty.

St. Agnes Employee Assistance Program (EAP) benefits, includes mental health and substance abuse counseling and other support services, under the same terms and conditions in effect for other St. Agnes employees, including but not limited to employee contribution levels. See System HR Policy 07 - Employee Assistance Program <http://saint/client/portal/policy.asp?id=Human+Resources> .

Medical insurance is available for resident physicians and their family members. Coverage is in effect on first day of employment provided the enrollment form is complete. An enrollment form must be completed within thirty days of hire. There is a charge for coverage under all plans; depending upon plan

selected (individual, husband/wife, parent/child, family). Rates are disclosed in the benefit packet. Resident physicians not electing coverage are eligible for a benefit credit if they provide a waiver and proof of other insurance.

Dental insurance for the resident, spouse and dependent children under the same terms and conditions applicable to other employees of St. Agnes.

Vision insurance for resident, spouse and dependent children under the same terms and conditions applicable to other employees of St. Agnes.

Life Insurance coverage in the amount of \$100,000 is effective immediately upon enrollment. Must complete an enrollment card. There is no charge for this benefit. Supplemental life insurance is also available for the resident, spouse and children under the same terms and conditions applicable to other employees of St. Agnes.

Flexible Spending Accounts are available on a pre-tax savings plan for uncovered medical expenses, account maximum \$2,500, also pre-tax savings for dependent care expenses, account maximum \$5,000. Benefits effective the 1st of the month following enrollment.

Short-term disability benefits for eligible residents are paid at 100% of regular pay (up to 45 days per year). This benefit is not carried over to the next year, and is not paid out at the end of the residency program.

Long-term disability benefits are available at no charge. The maximum benefit for 1st year is \$1,500 per month, 2nd year is \$1,750 per month, 3rd year is \$2,000 per month, and 4th year is \$2,500 per month. Resident must complete enrollment card. Long-term disability benefits are provided through the American College of Physicians.

SAHC contributes a percentage of annual compensation based on years of service towards a pension benefit. Participants are vested after five years of service.

- 2.5% of annual earnings for one year of service but less than five
- 3.0% of annual earnings for five years of service but less than ten
- 3.5% of annual earnings for ten years of service but less than fifteen
- 4.0% of annual earnings for fifteen years of service but less than twenty
- 4.5% of earnings for twenty plus years of service

403B Savings Plan with Match is available on date of employment. Paid by employee. Employer match of \$.50 for each dollar contributed up to 4% of earnings. Immediate vesting.