

RESIDENT AGREEMENT

This **Resident Agreement** (“Agreement”) is entered into as of February 5, 2020 (“Effective Date”), by and between Saint Joseph Hospital, Inc. (“Care Site” or “Program Sponsor”) and «**Resident Name**» (“Resident”). Program Sponsor offers and Resident accepts a full-time appointment to the Graduate Medical Education Program (“Program”) under the following terms:

Type of Residency: «**Type of Residency**»

Post Graduate Level (“PGY”): PGY 1

Program Sponsor and Resident agree to the following Stipend, Benefits and Conditions of appointment.

1. PRE-ORIENTATION CONDITIONS

1.1 Program Sponsor must receive verification of Resident’s graduation from an accredited medical school, proof of passing the United States Medical Licensing Examination Steps 1 and 2, and/or other applicable credentialing documentation and verification as determined by Program Sponsor. If Resident is transferring from another program or hospital, Program Sponsor must receive evidence of satisfactory completion of prior rotations, a satisfactory summative evaluation from the prior program director, and Resident’s consent to the release to Program Sponsor of any such other information as Program Sponsor determines.

1.2 Program Sponsor 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-orientation physical examination, including routine drug screening to rule out the use of non-approved substances under applicable Program Sponsor policies.

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

2. STIPEND

2.1. Resident shall receive a salary at the annual rate of “**Stipend Amount**” and 00/Dollars (\$00.00) (the “Stipend”) for the initial Contract Year. Program Sponsor will withhold amounts from Resident’s compensation in accordance with the requirements of applicable law for federal income tax, FICA, FUTA and other employment or payroll tax purposes. It will be Resident’s responsibility to report and pay all federal and state taxes arising from Resident’s compensation. The Stipend may be updated in a Confirmation Letter as described below.

3. BENEFITS

3.1 In General. In addition to the Stipend provided above, Program Sponsor shall provide Resident with the benefits that are outlined in the Program Sponsor’s Benefit Program for

Residents as approved and amended from time to time (“Benefit Program”). The official plan documents and contracts will govern the Benefit Program. The Program Sponsor 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 Program Sponsor’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. Notwithstanding this subsection 3.2, Resident is entitled to time-off, which includes vacation, parental and sick leave, as well as other leave in compliance with applicable laws and in accordance with Program Sponsor policies and the Benefit Program.

3 Liability Insurance. Program Sponsor shall provide professional liability insurance coverage insuring against Resident’s malpractice but only as long as Resident is engaged in Program Sponsor’s approved residency activities, subject to all terms and conditions of the applicable policy or self-insurance trust. Such coverage includes all clinical 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 Program Sponsor, 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 Program Sponsor 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 Program Sponsor of any incident or claim, and that he or she will cooperate with Program Sponsor 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.

3.4 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 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 Program Sponsor’s mission. To achieve this goal, Resident agrees to do the following:

4.1 Resident shall fulfill duties assigned as outlined in the Policy Manual of the applicable Program Sponsor 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. Program Sponsor shall maintain an environment conducive to the health and well-being of Resident, in accordance with duty hour restrictions of the Accreditation Council for Graduate Medical Education (“ACGME”). Resident shall follow policies, procedures and regulations of Program Sponsor, the Program, ACGME, including the Duty Hours Policy, and to the extent applicable, the bylaws, rules and regulations of the Medical Staff at the Program Sponsor.

4.3 Resident shall not engage in gainful medical employment (“moonlighting”) or other professional activities outside the Program Sponsor training program during the term of this appointment without the prior written consent of and continued monitoring by the Residency Program Director. PGY-1 residents are not permitted to moonlight. The Program reserves the right to prohibit moonlighting by any and all residents.

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 in such amounts and under contracts of insurance satisfactory to Program Sponsor, in its discretion. 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 Program Sponsor’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.

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

4.7 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.

4.8 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.

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

4.10 Demonstrate courtesy and respect to patients and their families, Program Sponsor’s medical staff, other residents and all Program Sponsor personnel.

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

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

4.13 Adhere to established policies, procedures and practices of the Program Sponsor, its GMEC, and its affiliated institutions.

4.14 Participate in the evaluation of other residents and medical students as a part of the educational experience, as requested from time to time by Program Sponsor.

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

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

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

4.18 Comply with Program Sponsor guidelines to ensure compliance with regulations that govern the billing of professional services.

4.19 Maintain charts and records in accordance with applicable legal and professional standards and in accordance with Program Sponsor's policies.

4.20 Adhere to appropriate ACGME program requirements.

4.21 Participate timely in annual compliance trainings and other trainings as required by Program Sponsor.

4.22 Affirms that Resident is aware that Care Site operates an Integrity and Compliance program, employs a Compliance and Privacy Officer, and operates a 24 hour/seven day a week Compliance Hotline (877-393-6752 or sclhealth.alertline.com). Resident recognizes that Resident is under an affirmative obligation to immediately report to Care Site's Compliance and Privacy Officer directly or through the Compliance Hotline (877-393-6752 or sclhealth.alertline.com), any action by an agent or associate of Care Site which Resident believes, in good faith, violates an ethical, professional or legal standard.

5. PROGRAM SPONSOR RESPONSIBILITIES

5.1 Work Environment. Residents on duty will be provided safe, clean, quiet, and private sleep/rest facilities. Residents will also be provided access to clean and private facilities for lactation and refrigerated storage capabilities.

5.2 Uniforms. Two (2) white coats will be provided for each first-year resident. One (1) new white coat will be provided to each resident each year thereafter.

5.3 Meals. Meals will be furnished by Program Sponsor when Resident is required to remain on-call on site at Program Sponsor throughout the on-call duty hours (as defined by applicable Program Sponsor Department policy and published roster). Program Sponsor may also provide meals at functions organized and/or sanctioned by the Program Sponsor/Department.

5.4 Physician Impairment: Substance Abuse and Counseling Services. Program Sponsor 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 Program Sponsor policies and the Benefit Program.

5.5 Accommodations for Disability. Program Sponsor shall make reasonable accommodations for Resident disability per the Americans with Disabilities Act.

5.6 Physician Wellness. Program Sponsor shall provide Resident with access to confidential counseling and medical and psychological support services in accordance with Program Sponsor policies and the Benefit Program. The Program Sponsor may provide Residents with other benefits related to Physician Wellness as determined by Program Sponsor/Department.

5.7 Board Examination. Program shall provide Resident with information about eligibility for board examination and the impact of leave on the ability of the Resident to satisfy requirements for Program completion.

5.8 Fitness Center Access. Program Sponsor (Saint Joseph Hospital only) may provide Resident with membership access to Midtown Athletic Club.

6. CONFIDENTIALITY

Resident agrees to maintain the privacy, security, and confidentiality of all written, oral or computerized information relating to Program Sponsor, 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”), and Program Sponsor’s policies and procedures related to the use and disclosure of protected health information, and to take such actions as are necessary and appropriate in connection therewith.

7. DURATION AND TERMINATION

7.1 This Agreement begins on June [REDACTED], 2020 and expires on June [REDACTED], 2021 (“Contract Year”), provided that renewal of the duration of this on an annual basis may be approved and confirmed by the Program Director by delivery of a renewal confirmation letter (“Confirmation Letter”) to the Resident, substantially in the same format as attached hereto as Exhibit A. If the Resident does not receive a Confirmation Letter prior to the commencement of a Contract Year, this Agreement shall be deemed terminated in accordance with Section 7.5.

7.2 Both Program Sponsor 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 this Agreement, Program Sponsor learns that Resident did not meet the conditions herein, or no longer meets the conditions herein, Program Sponsor

may, in her/his sole discretion, subject to compliance with applicable laws, revoke, suspend, modify, or terminate this Agreement as applicable to ensure Program Sponsor's compliance with law and to protect patient safety and the public interest.

7.4 It is understood that Program Sponsor reserves the right to dismiss 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 Program Sponsor, the Program or the Program Sponsor Code of Conduct.

7.5 Program Sponsor 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 applicable Program Sponsor GME policy. Program Sponsor will provide Resident with a written notice of intent to non-renew with as much notice as possible and in accordance with institutional and/or program policy and ACGME requirements. 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/its option, may submit an explanatory statement to the ACGME. Program Sponsor reserves the right to reduce the size of or close the Program, in which event Resident will be informed promptly. Program Sponsor may terminate this Agreement and, in the event of termination, Program Sponsor shall comply with (i) applicable ACGME policies related to Resident's relocation and (ii) applicable Program policies.

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 (2018, Sixth Edition) as revised and approved from time to time by the United States Conference of Catholic Bishops and promulgated by the Diocese in which Program Sponsor 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 Program Sponsor.

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 Program Sponsor. Program Sponsor 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, Program Sponsor 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 Program Sponsor of any change in the status of the representation and warranty set forth in this section. Program Sponsor shall have the right to terminate this Agreement immediately for cause for any breach of this section.

8.7 Non-Discrimination. The Resident agrees that it will comply with the requirements of applicable state and federal law that prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, age, gender identity, sex, sexual orientation, disability or national origin.

8.8 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:

If to Program Sponsor: Saint Joseph Hospital, Inc.
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

If to Resident: «CompanyName»
«CompanyAddress1», «CompanyAddress2»
«CompanyCity», «CompanyState» «CompanyPostalCode»

8.9 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, Program Sponsor 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.

8.10 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.

8.11 Electronic Signature. Each party agrees to be bound by its digital or electronic signature (“e-signature”) which evidences an intent to be bound, whether transmitted by fax machine, in the form of an electronically scanned image (e.g. in pdf form), by e-mail, or by other means of e-signature technology, and each party agrees that it shall accept the signature of the other party transmitted in such a manner.

[Signature Page Follows]

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

Resident: «*Resident Name*»

By: _____

Date: _____

Program Sponsor:

Saint Joseph Hospital, Inc.

By: _____

Date: _____

Program Director, Department of _____

By: _____

Date: _____

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

By: _____

Date: _____

Jameson C. Smith, President

The following exhibit is attached to this Agreement:

- Program Renewal Confirmation Letter

EXHIBIT A

PROGRAM RENEWAL CONFIRMATION LETTER

Dear «Resident Name»:

This letter is being sent to you as a confirmation that the term of the Resident Agreement entered into between you and Saint Joseph Hospital, Inc. (“Agreement”) shall continue in effect for another one (1) year term, in accordance with Section 7.1 of the Agreement. You will be promoted to the next PGY level Year _____. Your Stipend for the additional year covered by this Confirmation Letter is _____. All other terms and conditions of the Agreement remain in full force and effect.

If you have any questions regarding any of the information contained in this letter or in the Agreement, please contact me at _____.

Name:
Program Director

«Resident Name»

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

Jameson C. Smith, President
Saint Joseph Hospital, Inc.