

ST. FRANCIS MEDICAL CENTER INTERNAL MEDICINE RESIDENCY PROGRAM RESIDENT AGREEMENT OF APPOINTMENT

This Resident Agreement of Appointment ("Agreement") for the St. Francis Medical Center Internal Medicine Residency Program ("Program") is by and between St. Francis Medical Center, Inc. ("SFMC") and ("Resident") (collectively referred to herein as the "Parties" or individually as a "Party") to be effective as of the day of ,202 ("Effective Date").

This appointment is dependent on the Resident meeting all eligibility requirements as outlined below in the Agreement and as required in the SFMC policy on resident eligibility, in a ddition to successful completion of required criminal background check, health assessment and orientation.

Section 1 Appointment. SFMC hereby appoints to the SFMC Internal Medicine Residency Program ("Program") as a Resident in year of a 3 year program.

Section 2 Duration of Appointment and Conditions for Reappointment.

- (A) The duration of this appointment is for one year and will terminate one year from the Effective Date unless earlier terminated in a ccordance with the provisions of Section 9 of this Agreement.
- (B) During the term of this appointment, Resident's continued participation in the Program is expressly conditioned upon meeting and adhering to the academic, clinical, and professional standards set forth by the ACGME's Institutional and Program Requirements, and fulfillment of all obligations as outlined in Section 3 of this Agreement. Resident acknowledges that the execution of a new Agreement is required each year in order for Resident to be reappointed to the Program. Reappointment shall be based on the evaluation of Resident's performance, as more fully outlined in the SFMC Resident Evaluation and Promotion Policy, which is referenced in the SFMC Internal Medicine Resident Program Manual, and Resident's satisfactory fulfillment of all obligations set forth in this Agreement.

Section 3 Resident Responsibilities. Throughout the term of this appointment, and all subsequent terms of appointment, Resident must:

- (A) Obtain and maintain a valid, unrestricted Louisiana State Medical license, except for the following:
 - (i) PGY 1's must apply for and obtain intem registration from the Louisiana State Board of Medical Examiners; and
 - (ii) International medical graduates (as defined under Louisiana law) must obtain and maintain a valid,

unrestricted Louisiana Graduate Education Temporary Permit (GETP).

- (B) Develop a personal program of self-study and professional growth under the general supervision of appropriately credentialed teaching staff.
- (C) Participate in safe, effective and compassionate patient care under supervision, commensurate with the Resident's level of advancement and responsibility.
- (D) Participate fully in the educational activities of the Program and, as required, assume responsibility for teaching and supervising medical students, and other Residents and participate fully in institutional orientation.
- (E) Refrain from employment which interferes with or is not related to the residency training program, unless approved by the Program Director in accordance with Section 7.
- (F) Participate in institutional programs and activities involving the medical staff.
- (G) Abide by (i) all rules, regulations, policies and procedures of SFMC and its affiliated institutions that relate to Graduate Medical Education, including but not limited to, the SFMC Internal Medicine Resident Program Manual, as well as the educational and clinical practices, policies and procedures in all sites to which Resident is assigned; (ii) all applicable standards of The Joint Commission or other relevant accrediting organizations; (iii) all applicable bylaws, rules, regulations, policies and procedures of SFMC and its medical staff; (iv) the Centers for Medicare and Medicaid Services; and (v) the Ethical and Religious Directives for Catholic Health Care Services and Catholic Social Teachings.
- (H) Meet and attain GME curricular objectives and make satisfactory progress in meeting those objectives as established by the Program Director and/or as stated in the SFMC Internal Medicine Resident Program Manual. The curricular objectives include the ACGME six core competencies: patient care and procedural skills, medical knowledge, practice-based learning and improvement, interpersonal and communications skills, professionalism, and systems-based practice.
- (I) Develop an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and participate in institutional committees and councils, especially those that relate to patient care review activities, quality assurance, and apply cost containment measures in the provision of patient care.

- (J) Refrain from interacting with or accepting items from health related vendor representatives/industry except as specifically provided for in the SFMC GME Vendor Interaction Policy which can be found on TeamLink.
- (K) Keep charts, records, and/or reports up to date and signed at all times. Rotation certificate of completion will be withheld pending completion of any outstanding paperwork.
- (L) Adhere to the highest standards of the medical profession and pledge to conduct himself or herself accordingly in all interactions. The Resident will demonstrate respect for all patients and members of the health care team without regard to gender, race, national origin, religion, economic status, disability, sexual orientation or other statutorily protected status.
- (M) Demonstrate the Five Service Standards as set forth by SFMC when providing service to our customers: RESPECT- Treat all customers and coworkers with respect, courtesy, and concern. APPEARANCE-Demonstrate pride in the professionalism of his/her personal appearance and that of the facility. EXPECTATIONS- Actively work to understand customers' needs and deliver the service that each expects. CONFIDENTIALITY-Respect the privacy and confidentiality needs of each customer. SERVE AS AN AMBASSADOR-Demonstrate pride in being associated with SFMC and serve as an ambassador to the community.
- (N) Understand the need for appropriate faculty supervision in all interactions with patients and comply with the Resident Supervision policy which can be found on TeamLink.
- (O) Secure direct assistance from faculty or appropriately experienced residents whenever Resident is confronted with high-risk situations or with clinical decisions that exceed his or her confidence or skill to handle a lone.
- (P) Immediately report to the Program Director in writing any potential change(s) in eligibility for the Program including criminal background information (any arrest, indictment, plea of no-contest, or convictions of any misdemeanor or felony crimes), any action by a state healthcare professional licensing board (including the filing of a complaint, investigation, or license denial, reprimand, suspensions, restriction, revocation, surrender or other discipline, related to any healthcare license), or any other adverse information which may impact Resident's eligibility to participate in the Program.
- (Q) Obtain and maintain Advanced Cardiac Life Support (ACLS) and Basic Life Support (BLS) certification.

Section 4 Resident Representations and Warranties. Resident represents and warrants to SFMC that, except as disclosed in writing to SFMC and as indicated in Exhibit B, the

following representations and warranties of Resident are true and Resident shall continuously satisfy these requirements during the term of this Agreement. Resident shall update such disclosure as needed to ensure that it remains current.

- (A) Resident represents and warrants that he or she has not received an adverse action or otherwise been disciplined by any previous graduate medical education programor state licensing board.
- (B) Resident is not listed by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal programs, including Medicare and Medicaid, and is not listed, nor has any current reason to believe that during the Initial Term or any Renewal Term of this Agreement will be so listed, on the HHS-OIG Cumulative Sanctions Report, the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or the Specially Designated National and Blocked Persons list by the Office of Foreign Assets Control. Resident also represents that if he or she becomes so excluded that he or she will promptly notify SFMC.
- (C) Resident represents and warrants that he or she has never been debarred, disqualified, or banned by the federal Food and Drug Administration ("FDA") from conducting clinical trials or is under investigation by FDA or any equivalent regulatory authority outside the U.S. for debarment, disqualification or any similar regulatory action; or sanctioned by the Public Health Service Office of Research Integrity.

Section 5 Due Process and Grievance Procedures. Resident has the following Due Process and Grievance Procedures available, both of which are described in the SFMC Internal Medicine Resident Program Manual.

- (A) <u>Due Process.</u> Resident is expected to meet and a dhere to the academic, clinical and professional standards set forth by the ACGME's Institutional and Program Requirements, as well as the requirements of SFMC and the Program. Dismissals, suspensions, non-renewal of contracts, non-promotion and other adverse actions which could significantly jeopardize Resident's intended career development are subject to appeal as outlined in the SFMC Resident Due Process Policy, which is found in the SFMC Internal Medicine Resident Program Manual. Notwithstanding the foregoing, Resident may be subject to immediate dismissal if Resident fails to meet one of the required qualifications as outlined in Section 3 of this Resident Appointment Agreement.
- (B) Grievance Procedures. Resident may raise and resolve issues without fear of intimidation or retaliation including complaints related to the work environment or issues related to the Program or Faculty. Resident grievances are dealt with in a confidential manner in accordance with the SFMC Resident Grievance Policy

also included in the SFMC Internal Medicine Resident Program Manual.

Section 6 Duty Hours. Resident will comply with the ACGME and SFMC policies regarding duty hours which are found in the SFMC Internal Medicine Resident Program Manual.

Section 7 Moonlighting. All employment activities which are not an official part of the residency training program ("moonlighting") require prior written approval from the Program Director as described in the SFMC Resident Moonlighting Policy, which can be referenced in the SFMC Internal Medicine Resident Program Manual. It is the responsibility of Resident to obtain medical malpractice insurance coverage for all external moonlighting/other professional activities which are not an official part of the training program. The Program Director may initiate disciplinary action in the event Resident fails to obtain prior written approval from the Program Director for moonlighting activities or where moonlighting interferes with the ability of the Resident to satisfactorily fulfill the obligations of the program.

Section 8 Compensation and Benefits. For participation in the Program, SFMC will provide to Resident the compensation and benefits set forth on Exhibit A, attached hereto and incorporated herein.

Section 9 Termination.

- (A) Adverse Actions against Resident. In the event that Resident breaches his/her obligations under this Agreement, SFMC may initiate disciplinary actions, up to and including Resident's dismissal from the Program in accordance with the SFMC Resident Due Process Policy, as referenced in Section 5 of this Agreement. Notwithstanding the foregoing, Resident may be subject to immediate dismissal if Resident fails to meet one of the required qualifications as outlined in Section 3 of this Resident Appointment Agreement. In the event that Resident is dismissed from the Program, this Agreement will immediately terminate.
- (B) Institution/Program Closure or Reduction. If a training program is closed or reduced in size, the affected Residents will be notified as soon as possible. In the event of such reduction or closure, SFMC will make reasonable efforts to allow the Residents already enrolled in the Program to complete their education or to assist the Residents in enrolling in an ACGME accredited program in which they can continue their education. In such an event, this Agreement will immediately terminate upon the Resident's enrollmentin another ACGME accredited program, or upon final closure of the Program after reasonable efforts to place the Resident in another program have been exhausted.
- (C) Effects of Termination. In the event this Agreement is terminated for any reason, Resident shall (i) surrender all SFMC property, update and complete all patient files, records and charts, and cooperate with SFMC as may be necessary to ensure uninterrupted treatment of SFMC's

- patients, (ii) cooperate with SFMC in the defense of any claims or suits for acts or omissions that relate in any way to the Services being provided under this Agreement or to Resident's association with SFMC, and (iii) vacate SFMC's facilities provided pursuant to this Agreement. Resident's obligations under this paragraph will survive termination of this Agreement.
- (D) Rights upon Termination. Upon termination: (i) SFMC agrees to pay any compensation that was earned prior to the delivery of the notice of termination but not previously paid; and (ii) any liabilities and obligations already accrued or due prior to the delivery of such notice shall remain due. This provision shall not constitute liquidated damages and the Parties shall have and retain all rights to damages at law and rights to equitable relief in the event of breach by the other Party.

Section 10 Insurance.

- (A) <u>Professional Medical Lia bility</u>. During the term of this Agreement, SFMC shall provide Resident with a policy of medical malpractice insurance with policy limits consistent with the requirements of the Medical Staff Bylaws of SFMC to qualify Resident to participate as a Qualified Healthcare Provider in the Patient's Compensation Fund for the Services performed in accordance with this Agreement. This coverage will insure SFMC and Resident from and against any and all liabilities, costs, damages, expenses and attorneys' fees resulting from or attributable to any and all acts and omissions of Resident while furnishing medical Services in the course and scope of his/her employment pursuant to this Agreement. Resident acknowledges that SFMC's professional liability program does not provide coverage to Resident for liability with respect to unlawful or intentional acts, discrimination, harassment or sexual harassment, or for Resident's moonlighting activities.
- (B) Notice of Claims. Resident agrees to deliver promptly to SFMC upon receipt, a copy of any notice of claim against the Resident involving Resident's liability insurance, Resident's services performed on behalf of SFMC or any adverse action.
- (C) <u>Certificate of Insurance</u>. Certificates of coverage as well as a true copy of the policy together with any and all endorsements shall be provided to Resident upon request.
- (D) Tail Coverage. If Resident has been insured under a "Claims" made insurance policy prior to joining the SFMC Program, then in such case Resident shall purchase reporting endorsement coverage ("tail" insurance) which shall extend coverage for a period of not less than three calendar years preceding the year of employment of Resident by SFMC. Certificates of coverage as well as a true copy of the policy together with any and all endorsements shall be provided to SFMC upon request.

Section 11 Board Eligibility. In accordance with ACGME requirements, SFMC agrees to provide Resident with access to information related to eligibility for specialty board examinations.

Section 12 Counseling Services. Resident will have access to confidential counseling services and behavioral health services through the SFMC Employee Assistance Program. Resident may obtain these services by contacting New Directions at (800) 624-5544 or www.ndbh.com.

Section 13 Resident Impairment. Program recognizes the importance of prevention of impairment through education, recognition of impairment, and counseling and rehabilitation services for impaired Residents. Impaired Residents and related allegations will be handled in accordance with the SFMC policy on Resident Impairment, which can be referenced in the SFMC Internal Medicine Resident Program Manual.

Section 14 Harassment. Complaints of sexual harassment and/or other forms of unlawful discrimination or harassment will be addressed in accordance with SFMC Workplace Harassment and Fraternization Policy, which can be referenced in Teamlink.

Section 15 Equal Opportunity. SFMC seeks and selects persons for appointment, employment or admission on the basis of individual capability, potential or contribution to the programs and goals of the institution. SFMC makes these selections and subsequent personnel decisions without regard to sex, race, age, religion, color, national origin, disability, pregnancy, sexual orientation or any other applicable legally protected status. SFMC will make reasonable accommodations for disabled individuals in compliance with state and federal law.

Section 16 Intellectual Property

(A) All Intellectual Property (as defined below) developed, made, created, discovered, invented or reduced to practice (collectively, "Created") by Resident during the Term of this appointment that was Created: (i) during Resident's scheduled working hours; or (ii) using any SFMC resources, premises or property owned, leased, licensed or contracted for by SFMC, as applicable (whether or not during such working hours) shall be jointly and equally owned by Resident and SFMC. For the avoidance of doubt, the mere conception or refinement of an idea by Resident during working hours shall not provide SFMC, as applicable, with an ownership interest in any resulting Intellectual Property, provided said Intellectual Property is reduced to practice. developed or otherwise Created outside of such working hours and without the use of the premises or property of SFMC. At any time, either the Resident or SFMC may renounce his/her/its interest in such Intellectual Property if done so in writing and delivered to the other Party. Once such a renouncement is delivered, the renouncing Party will execute and deliver any documents necessary to transfer its interest in the Intellectual Property to the other Party. The renouncing Party will not be liable for any additional expenses incurred in the exploitation of the Intellectual Property after the date on which the transfer documents are executed and delivered to the other Party.

- (B) No provision in this Agreement is intended to require Resident to assign or offer to assign any of Resident's rights in any Intellectual Property for which no resources, premises or property of SFMC were used, and which was developed entirely during hours in which Resident was not scheduled to work for SFMC (whether developed individually, with others, pursuant to a third party contractual arrangement or otherwise), all of which Intellectual Property shall be and remain the sole and exclusive property of Resident, regardless of whether such Intellectual Property is any way related to the type of services rendered by Resident for or on behalf of SFMC or their patients or to the business of SFMC, as conducted or proposed to be conducted. All such activities are expressly permitted under this Agreement, provided Resident provides prior written notice to SFMC, as applicable, and discloses the identity of any third party contractual arrangement the Resident may have entered in the development or creation of any Intellectual Property.
- (C) All Intellectual Property which Resident Created prior to the Term of this Agreement or which may be Created subsequent to the Term of this Agreement, with the exception of Intellectual Property Created: (i) during Resident's scheduled working hours; or (ii) using any SFMC resources, premises or property owned, leased, licensed or contracted for by SFMC as provided in Section 16(A) shall remain the property of Resident.
- (D) For purposes hereof, "Intellectual Property" shall mean all intellectual property, including, but not limited to, discoveries, developments, technologies, designs, devices, improvements, modifications, inventions, work of authorship, formulae, processes, software programs, techniques, data, computer-related knowledge, patents, copyrights, trademarks and trade secrets, and other rights and protections in connection therewith (whether or not patentable or able to be registered under copyright, trademark or similar statutes or subject to analogous protection), and all documentation with respect thereto, however recorded, which documents the design and details of any of the foregoing, contains a description thereof, or explains the utilization thereof.

Section 17 Research. As mutually agreed by the Parties, Resident may perform clinical research on behalf of SFMC (the "Clinical Research Services"). In the performance of Clinical Research Services:

- (A) Resident represents and warrants that he or she will conduct the Clinical Research Services in conformance with generally accepted standards of good clinical practice and in accordance with all applicable international, federal, state and local laws and regulations and guidelines, as may be amended, and ethical standards applicable to clinical research:
- (B) Resident represents and warrants that he or she and all members of his or her immediate family (defined as spouse and dependent children) shall abide by SFMC Conflicts of Interest Policy with respect to Clinical Research Services;

- (C) Resident shall not use the name of SFMC or any affiliated entity for any purpose in connection with the Clinical Research Services without the prior written consent of the SFMC;
- (D) Resident shall conduct research in accordance with clinical research regulatory requirements; and
- (E) Resident acknowledges that all files, charts, and records, medical, business or otherwise, generated in whole or in part by Resident in connection with Clinical Research Services performed during the Term of this Agreement, are property of SFMC.

Section 18 General Provisions.

- (A) Governing Law. This Agreement shall be construed in accordance with, interpreted and governed by the laws of the State of Louisiana without regard to any other state's conflicts of law provisions. Any action or proceeding regarding this Agreement shall be instituted and conducted in the parish where SFMC is located. The provisions of this paragraph shall survive the termination of this Agreement.
- (B) Non Discrimination. The Program does not tolerate harassing or discriminatory behavior. The Parties to this Agreement shall comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA) of 1990, and any other applicable federal or state laws regarding discrimination based on gender, race, national origin, age, religion, pregnancy status, military status, disability, or any other legally protected class.
- (C) HIPAA Compliance. Resident agrees to maintain, the confidentiality, privacy, and security of patient information to the extent required by law and SFMC policy. Resident agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA") with respect to the privacy and security of "protected health information" (as defined by HIPAA) created, transmitted, maintained or received by Resident pursuant to, or in connection with, the performance of Resident's obligations under this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.
- (D) The Joint Commission. The Services provided under the terms of this Agreement are subject to monitoring for quality and safety in accordance with performance expectations put forth under The Joint Commission

- standard LD.3.50 which states: Care, treatment, and services provided through contractual agreements are provided safely and effectively.
- (E) Restrictions on Disclosure of Information. The methods, operations and other information regarding the business of SFMC are confidential. Resident agrees that Resident will not reveal any part of this material to any other person or entity unless (i) prior approval in writing is granted, (ii) as is necessary for use by accountants, counsel, financial advisors and representatives of Resident, (iii) compelled by process of law, (iv) required under governmental regulation, or (v) becomes a matter of public information because disclosure occurs through no fault of Resident. The provisions of this paragraph shall survive the termination of this Agreement.
- (F) Records. All files, charts, and records, medical, business or otherwise, generated in whole or in part by Resident in connection with Services furnished during the term hereof, are property of SFMC. Resident will maintain such medical and other records and the confidentiality thereof, in accordance with established clinical protocols, SFMC policies, and all state and federal laws, rules and regulations. The provisions of this paragraph shall survive the termination of this Agreement.
- (G) Force Majeure. Neither Party shall be liable or deemed to be in default in performance under this Agreement or any other interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fire, explosions, earthquakes, floods, failure of transportation, strikes, or other work interruptions by either Parties employees, or any similar or dissimilar cause beyond reasonable control of either Party.
- (H) <u>Non-competition</u>. Resident will not be required to sign a non-competition guarantee or restrictive covenant.

St. Francis Medical Center, Inc.	Resident
SAMPLE-NOT FOR SIGNATURE]	[SAMPLE-NOT FOR SIGNATURE]
By: Thomas Gullatt, M.D. Its: Market President and DIO 309 Jackson Street Monroe, LA 71201	By:
	Address:
Date:	Date:

EXHIBIT A COMPENSATION AND BENEFITS

Section 1. Compensation.

- (A) <u>Base Compensation</u>. During the term of this Agreement, SFMC shall pay Resident, as provided in this Agreement, annual compensation as follows: a nnual compensation of ______.00, which compensation may be adjusted as provided in Exhibit A, Section 2.
- (B) <u>Payment Intervals</u>. SFMC shall pay the Resident's compensation on a bi-weekly basis.
- (C) <u>Deductions</u>. SFMC shall deduct from compensation all state and federal taxes, social security taxes and such other similar payroll deductions as the laws now or hereafter in force shall require.
- (D) Education Allowance. Resident may receive reimbursement of reasonable education expenses. The maximum Education Allowance to be paid by SFMC pursuant to this provision shall be \$750.00 per a cademic year under this Agreement. Said payment will be paid by SFMC within a reasonable amount of time following SFMC's receipt of sufficient documentation and approval by the Program Director of such education expenses.
- (E) <u>Professional Fees</u>. Resident may receive reimbursement of reasonable professional fees. Said payment will be paid by SFMC within a reasonable amount of time following SFMC's receipt of sufficient documentation and approval by the Program Director of such professional fees.

Section 2. Adjustment of Compensation. Resident's salary will be commensurate with years of successful completion within the Program. Further, the compensation set forth in Section 1 may be adjusted during any leave of absence, consistent with law and SFMC policy.

Section 3. Benefit Package.

- (A) <u>Health, Life and Disability Insurance</u>. SFMC will make available to Resident health, dental, vision, flexible spending accounts (childcare and/or medical), life, and disability insurance plans then in effect for SFMC employees in accordance with the terms and conditions of those plans. Resident will be subject to share the costs of such coverage to the same extent as SFMC employees.
- (B) <u>Retirement Benefits</u>. Residents are eligible to participate in the SFMC retirement plan and in the voluntary retirement plan.
- (C) <u>Leaves of Absences</u>. It is the policy of the Program to grant a leave of absence to eligible Residents as required by state or federal law and in accordance with the Leave of Absence Policy. Where a pplicable, the Program will provide timely notice of the potential effect a period of leave may have upon the Resident's ability to satisfy the requirements for program completion.

The following additional leave benefits/parameters are administered directly through the program.

- Vacation Leave: PGY1 Residents may receive up to three weeks (21 days to be taken in 7 day intervals) of vacation during the academic year. Residents PGY2 and above may receive up to four weeks (28 days to be taken in 7 day intervals) of vacation during the academic year. Residents are not entitled to vacation until such time as they apply for vacation leave and such is approved in writing by the Program. Vacation leave is a gratuitous benefit afforded to Residents and is not considered to be part of the Resident's wages. Likewise, the maximum vacation available, as identified above, will not be carried forward from year to year and will not be paid as wages upon the Resident's departure from the Program. Scheduling is pre-determined by the Program and is determined by the rotation schedule and those rotations that allow for leave. Available paid vacation leave will run concurrently with any type of approved Resident leave of absence.
- (2) Sick Leave: Residents may be a fforded up to 14 sick days per year for leave related to the Resident's own personal illnesses. Residents are not entitled to sick leave until such time as they request such leave, and it is approved in writing by the Program. Sick leave is a gratuitous benefit a fforded to Residents who become ill and is not considered to be part of the Resident's wages. Likewise, the maximum sick leave a vailable, as identified above, will not be carried forward from year to year and will not be paid as wages upon the Resident's departure from the Program. Available paid sick leave will run concurrently with any type of approved Resident leave of absence.

- (3) Educational Leave: Resident is permitted up to five total days of educational leave to attend or present at medical meetings approved by Program. Residents are not entitled to educational leave until such time as they request such leave and it is approved in writing by the Program. Educational leave is a gratuitous benefit afforded to Residents and is not considered to be part of the Resident's wages. Likewise, the maximum educational leave available, a sidentified above, will not be carried forward from year to year and will not be paid as wages upon the Resident's departure from the Program.
- (D) <u>Additional Benefits</u>. Access to food service while on call is provided by SFMC in addition to library and lounge facilities, and parking. Secure call rooms are available for Residents taking in-house call.



EXHIBIT B DISCLOSURES