

**TRINITY MEDICAL CENTER WEST
GRADUATE MEDICAL EDUCATION
RESIDENCY AGREEMENT**

This **RESIDENCY AGREEMENT** ("Agreement"), effective June ***** (the Effective Date"), by and between Trinity West d/b/a Trinity Medical Center West, an Ohio nonprofit corporation which operates a duly licensed acute care hospital located in Steubenville, Ohio, ("Trinity") and ***** ("Resident"). Trinity and Resident are hereinafter referred to each as a "Party" and collectively, as the "Parties".

RECITALS

WHEREAS, Trinity owns and operates a hospital and related locations for the provision of professional medical services to patients in the community it serves in Ohio;

WHEREAS, Trinity maintains an advanced graduate medical program in Emergency Medicine ("Program"), which is approved by the Accreditation Council for Graduate Medical Education ("ACGME") and provides training and experience to qualified, licensed individual in the medical specialty of emergency medicine.

WHEREAS, Trinity has a need for a Resident in the Program;

WHEREAS, Resident is a graduate medical student who has been accepted for enrollment into the Program, has verified qualifications as a Doctor of Medicine or Doctor of Osteopathy who meets the ACGME '*Criteria for Entry into Graduate Medical Education in the United States*', and desires to satisfactorily complete three (3) levels (PGY-1, PGY-2, and PGY-3) of graduate medical education in the Program at Trinity within three (3) years, except as extended under the terms of the Agreement, in order to receive a diploma and/or advance to the next level of graduate medical education;

WHEREAS, graduate medical education requires that the Resident be directly involved in patient care under appropriate supervision in an institution that accepts responsibility for the quality of its educational programs such as the Program;

WHEREAS, Resident's activities in the Program are recommended by the ACGME and the specialty board that governs such medical education;

WHEREAS, the Parties to this Agreement anticipate that Resident will progress satisfactorily through the Program's curriculum, designed to be completed within three (3) successive years, thereby maintaining a contractual relationship with Trinity throughout such period; and

WHEREAS, Resident and Trinity share the mutual goal of Resident successfully completing the Program within its designed three (3) years and qualifying for a diploma and the opportunity to apply for board certification in the specialty of emergency medicine upon completion.

NOW, THEREFORE, THE PARTIES UNDERSTAND AND AGREE AS FOLLOWS: In consideration of the foregoing, and the terms, covenants, and conditions hereinafter set forth, each of the Parties agree that the following terms and conditions shall govern the operation of the Program:

I. Program Description

- A. Field of Graduate Medical Education: Emergency Medicine or Internal Medicine
- B. Level of Training: PGY-1, PGY-2, and PGY-3, in accordance with and dependent upon Resident's timely, successful promotion through each level of the Program.

II. Term and Termination.

- A. Term. Resident's employment under this Agreement shall begin on June 26, 2023 and, subject to earlier termination pursuant to the terms of this Agreement or the policies and procedures of the Program, shall terminate upon Resident's successful completion of PGY-3 of the Program which is anticipated to be June 30, 2026.
- B. Promotion. If Resident meets Program requirements to be timely promoted from PGY-1 to PGY-2 and to PGY-3, as specified in the Program Policies, it is the intent of Trinity for this Agreement to continue throughout the Resident's Program residency training. However, if Resident does not timely meet Program requirements, as determined by Trinity in its sole discretion in accordance with Program Policies, this Agreement may be terminated by the Program.
- C. Termination. The Parties acknowledge and agree that they may not dismiss or suspend Resident, remove Resident from patient care activities, place the Resident on probation, or terminate this Agreement, except for cause and after complying with the review processes and procedures contained in this Agreement and/or the applicable graduate medical education and residency policies and policies and procedures of the Program, each as amended from time to time (the "Program Policies").
- D. Resident's Cooperation Upon Termination. In the event of termination of this Agreement for any reason, Resident shall cooperate with Trinity to assure the orderly transfer of patients treated by Resident during the course of employment to other physicians designated by Trinity. Resident's cooperation shall include, without limitation, taking all steps necessary or convenient to enable Trinity to effect an orderly transfer of charts, records and information pertaining to patients that have been treated by Resident during Resident's participation in the Program, regardless of such patient's location.
- E. Status. Resident and Trinity hereby agree that their relationship is solely educational and shall continue for as long as Resident qualifies for and continues to participate in the Program as a Resident, subject to the terms and conditions of this Agreement and/or the Program Policies. Resident acknowledges and agrees that he/she shall not be granted full medical staff membership or privileges at Trinity or any hospital or facility, nor any of the rights and benefits attendant thereto, solely by participation in the Program.

III. Educational Support & Benefits

- A. Educational Support/Annual Stipend. During the Term, as sole and exclusive compensation for the services rendered by Resident under this Agreement, Trinity shall pay to Resident the *Resident Compensation and Benefits* set forth in **Exhibit B**, attached hereto and hereby incorporated by reference, according to their level of training (PGY level).
- B. Benefits. Resident shall be eligible to apply for and receive the benefits set forth in **Exhibit B** attached hereto and hereby incorporated by reference, pursuant to satisfaction of any terms and conditions set forth in the Program Policies. The benefits listed may be unilaterally modified by Trinity or the Program from time to time.

IV. Trinity's Duties and Responsibilities

- A. Environment of Training. During the Term, Trinity agrees to provide a suitable environment for the Program training consistent with the standards promulgated from time to time by the ACGME in the Basic Document on Postdoctoral Training and related policies. Trinity will also maintain its staff and facilities in compliance with the requirements of the ACGME.
- B. Designation of Director. Trinity shall appoint a director of the Program ("Program Director"), and Director and his/her designee(s) will serve as the person(s) responsible for implementation of this Agreement and for ensuring adequate overall supervision of Resident.
- C. Provision of Annual Stipend and Benefits. For training pursuant to this Agreement, Trinity agrees to pay the Annual Stipend and provide the Benefits called for by Section III.B. in accordance with the terms set forth in **Exhibit B** of this Agreement, Program Policies, and any other applicable policies and procedures of Trinity, as amended from time to time.
- D. Resident Involvement. Trinity shall make adequate efforts to involve Resident in areas of concern for patient care through appropriate hospital councils or committees.
- E. On-Call Rooms/Dress Code. On-call rooms and lab coats will be provided by Trinity as determined by Trinity. Resident shall be subject to the dress code described in Program Policies and any resident manual in existence.
- F. Housing. The Parties agree that Trinity shall not provide, and is not obligated to provide, any housing to Resident. Resident must obtain his/her own personal housing at Resident's sole cost and expense.
- G. Impairment and Substance Abuse Education. Trinity agrees to provide Resident with an educational program regarding physician impairment, including substance abuse. Trinity shall inform the Resident of, and make available, Trinity's and/or the Program's written policies for handling physician impairment, including impairment related to substance abuse.

H. Sexual Harassment Policy. Trinity and the Program have established a policy not to permit or condone remarks and/or activity concerning unwelcome sexual advances, requests for sexual favors, or any other conduct of sexual nature. This policy, which will be made available to Resident, defines and prohibits sexual harassment and sets forth a protocol whereby complaints of sexual harassment and exploitation may be addressed in a manner consistent with the law and due process. Such policy may be changed by Trinity and/or the Program from time to time.

I. Sponsored Counseling. Trinity provides the Resident with access to participation in sponsored counseling, medical, psychological, and other support services on a confidential basis, including matters relative to Resident impairment. These services are described in the Program Policies, a copy of which will be made available to Resident, which sets forth the various forms of employee assistance provided by Trinity to Resident. Such policy may be changed by Trinity and/or the Program from time to time, as appropriate.

V. Resident's Duties and Responsibilities

A. Duties. Resident agrees to fulfill the educational requirements of the Program, and to accept and comply with the obligations and responsibilities outlined in the Trinity West Graduate Medical Education and Emergency Medicine Residency Program Policies, any other such Program Policies then in effect, the Resident Job Description ("Job Description"), and this Agreement, each of which are hereby incorporated by reference. A copy of each will be provided to Resident.

B. Duty Hours. Trinity is responsible for promoting patient safety and education through carefully constructed duty-hour assignments and ensuring faculty availability for supervision of Residents. Trinity and Resident will abide by all ACGME requirements regarding duty hours and work environment for Residents as applicable.

C. State Medical Licensure/Permit & Background/Exclusion Checks. On or before the Effective Date, Resident shall acquire and maintain for the duration of the Program and this Agreement, a valid, active license or permit to practice medicine in the State of Ohio (whichever is required by law for Resident to perform the professional medical or related services. Resident shall not provide any services under the Program until he/she has been issued appropriate licensure in Ohio, passed a federal background/exclusion check, and met any other preconditions imposed by Trinity or Program Policies.

D. Assignments/Rotations. Resident shall carry out all assignments and rotations as defined by the Director of Medical Education/Program Director under the guidelines of ACGME and the Program.

E. Continuation and/or Promotion in the Program. Resident's continuation and/or promotion in the Program are contingent upon satisfactory academic and professional performance by Resident. Periodically, Resident shall be submitted to and required to pass the formal evaluation procedures adopted by the Program, which may include: formal written evaluations by medical staff/faculty physicians; scheduled written examinations; scheduled oral examinations; practical examinations

at the bedside; formal conference presentations, and professional and personal characteristic reports. In addition, each Resident should expect for his/her performance to be reviewed by the Program Director (or his/her designee) at least once per academic year or as dictated by ACGME requirements. Evaluation times will include information related to eligibility for specialty board examinations. The Program Director is responsible for determining Resident's eligibility for specialty certifying examinations. Makeup time (additional clinical time) for completion of Program criteria may be authorized by the Program Director in his/her sole discretion in accordance with Program Policies. Any makeup time Resident is required to complete for continued participation in the Program must be completed at the end of that contract year and/or before promotion to the next level of training. A Resident receiving an inadequate evaluation may be required to repeat the rotation/assignment to obtain approval for certification by the Program Director.

F. Medical Records. Resident shall timely and accurately complete all medical records documenting his/her services under the Program in conformity with the requirements imposed by Medical Staff Bylaws, Program Policies, and associated policies and procedures. Resident acknowledges that timely and accurate completion of medical records, including dictations of discharge summaries, are an integral component of medical care and part of Resident's responsibilities. A medical record not completed according to hospital policies and procedures, Program Policies, and standards within the time specified in the guidelines shall be considered delinquent. Resident shall be subject to suspension from the Program for having three (3) or more delinquent charts and may jeopardize his/her timely completion of the Program. If Resident is permitted additional clinical time at the end of the Program year to offset his/her suspension for delinquent charting, Resident acknowledge he/she will not be compensated for services rendered (aka, not receive the Annual Stipend) during such makeup period.

G. Compliance with Laws, Regulations, Accreditation. Resident acknowledges and agrees that Trinity has certain obligations in connections with applicable laws, regulations, and accreditation standards, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA"), the Safe Medical Devices Act, the federal Physician Self-Referral Law and associated regulations ("Stark Law"), the federal Anti-Kickback Statute and associate regulations, Occupational Safety and Health Administration regulations ("OSHA"), state laws and regulations governing fraud and abuse and/or healthcare operations, Medicare and Medicaid conditions of payment, participation, eligibility, and reimbursement requirements, legal requirements applicable to the maintenance of state and federal licensure and/or tax-exempt status, laws, rules, and regulations governing Medicaid program participation, accreditation standards, and all applicable labor and civil rights laws. Resident further acknowledges that Trinity from time-to-time may adopt policies, procedures and/or documentation requirements in connection with the implementation of such laws, regulations and accreditation standards (collectively, "Applicable Laws"). Resident agrees to cooperate fully with Trinity in its compliance with all Applicable Laws, as may be enacted or amended from time to time, and with all implementing policies, procedures and/or documentation requirements now in existence, or as may be adopted or amended by Trinity or the Program from time to time. Resident further agrees to cooperate fully with Trinity's Compliance Plan including review and attestation of Trinity's Code of Conduct and participation in training sessions conducted by Trinity's Compliance Department.

- H. Policies/Standards/Employee Physical/Drug Screening. Resident shall comply with all policies applicable to exempt employees of Trinity, including: (1) the requirement that a Resident complete an employee physical examination prior to beginning employment; (2) compliance with Trinity's and/or the Program's Sexual Harassment Policy; and (3) compliance with the Trinity's dress code and other operational policies, all in accordance with the most recently revised version of such policies. Resident is also subject to Trinity's policy pertaining to drug screening of employees, as such policy may be amended from time to time. Failure to pass drug screening pursuant to the provisions of Trinity's and the Program's policies will result in non-hiring or termination of employment. The results of a positive drug screen will be subject to applicable legal reporting requirements. Resident shall honor and abide by all other approved, published policies and procedures of Trinity, as may be adopted or amended from time to time. Resident shall conduct himself or herself in a professional manner consistent with Trinity's, the Program's and the Medical Staff's standards, policies and procedures, rules and regulations. Resident acknowledges that it is the express policy of Trinity to prohibit discrimination on the basis of race, color, sex, religion or national origin. Resident shall not allow Trinity to be used for the performance of abortion, euthanasia or direct surgical sterilization nor will Resident provide any other services at Trinity that contravene the health care policies of Trinity as expressed in the hospital and medical staff bylaws and rules and regulations.
- I. Development of Program Study. Resident should develop a personal program of study and professional growth with the guidance from the teaching medical staff and demonstrate ability to assume graded and increasing responsibility for patient care. Furthermore, Resident shall participate in safe, effective, and compassionate patient care under supervision, commensurate with the level of advancement and responsibility.
- J. Participation in Educational Activities. Resident will fully participate in the educational activities of the Program and, as required, assume responsibility for teaching and supervising other Residents and medical students.
- K. Participation in Hospital Committees. Resident shall participate in hospital committee/councils as directed by the Program, especially those that relate to patient care review activities.
- L. Cost Containment. Resident shall apply cost containment measures in the provision of patient care services in accordance with hospital and medical staff policies and procedures, rules and regulations, and applicable law.
- M. Moonlighting/Outside Activities. PGY-2 and PGY-3 Residents may engage in moonlighting or other activities outside the Program during the Term in accordance with Program Policies and with the advance approval of the Program. PGY-1 Residents may not engage in moonlighting or other outside activities.
- N. Quality Improvement and Risk Management Activities. Resident agrees to participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Program

Director and/or Risk Management, and to provide such statistical information as may be required to fulfill the Quality Improvement/Risk Management efforts of Trinity and/or the Program.

VI. Termination & Grievances

A. Termination by Trinity for Cause. Trinity may terminate this Agreement immediately for any of the following reasons (each, constituting “Cause”):

- a. Professional incompetence of Resident;
- b. Substantial breach of the terms of this Agreement by Resident;
- c. Serious neglect of duty or violation of Program, hospital, or medical staff rules, regulations or policies by Resident;
- d. Resident’s conviction of a crime thought by the Program Director to render the Resident professionally unfit to practice medicine;
- e. Resident engaged in conduct which is seriously and clearly prejudicial to the best interest of Trinity or the Program;
- f. Resident’s unapproved absence from the Program; or
- g. If the Program Director determines that the Resident has materially failed to comply with any specific obligations outlined under this Agreement, the Program Director is authorized to terminate this Agreement or take such disciplinary action, including imposition of fines, against Resident, as may be appropriate, subject to the hearing and review procedure for Residents. Resident shall receive advance written notice of the Program Director’s intent to take disciplinary action against the Resident. However, if the Program Director determines that the Resident’s conduct seriously jeopardized or has the potential to seriously jeopardize the quality of patient care, the Program Director may immediately terminate or suspend Resident, subject to further review and investigation.

B. Termination by Resident. If Trinity significantly breaches the Agreement or fails to provide a quality graduate medical education program in accordance with ACGME standards or for other legitimate reasons as described by the Program Director, Trinity may allow the Resident to terminate this Agreement upon sixty (60) days advance written notice. Upon receipt of such notice, Trinity may elect to terminate the Resident immediately and waive such notice period. In such an event, the Agreement shall terminate immediately, and the Resident’s duty to provide the services under this Agreement shall terminate immediately.

C. Grievance Procedures. Trinity and/or the Program has established a grievance procedure whereby the Resident may resolve, in a fair and equitable manner, a dispute or disagreement with the Program Director or Trinity concerning the interpretation, application or enforcement of the Agreement, or Trinity’s or the Program’s established policies, rules, regulations, directories or bylaws, each of which are available to Resident upon request.

- D. Disability. Trinity or the Program, by written notice to Resident, may terminate this Agreement during the disability or incapacity of Resident due to illness or injury, at any time after the continuation of such a disability or incapacity for more than sixty (60) days, or upon exhaustion of any leave to which the Resident is entitled during such disability or incapacity under the applicable FMLA policy, whichever occurs at a later time.
- E. Non-Renewal of Agreement. In instances where the Resident's Agreement is not going to be renewed, the Program will provide the Resident with a written notice of intent not to renew. The Program will provide the Resident with as much written notice of its intent not to renew as the circumstances will reasonably allow, prior to the end of the Agreement.
- F. Program Closure. In the event the Program is closed or there is a reduction in the total number of Residents in the Program, the Program will use its best efforts to allow the Resident to complete the Program at the hospital. In the event that continuation of the Program is untenable, Trinity and the Program will use their best efforts to transfer Resident to a comparable residency program within the ACGME Postdoctoral Training Institution.

VII. General Provisions

- A. Falsified Records. If any information or documentation provided by Resident for qualification for admission or continued participation in the Program is determined to be false, the Program may immediately dismiss Resident from the Program.
- B. Records. In accordance with the provisions of Section 1861(v)(1)(i) of the Social Security Act, Resident agrees to make available, upon the written request of the Secretary of the Department of Health and Human Services or of the Comptroller General or any of their duly authorized representatives, this Agreement and any other books, records and documents that are necessary to certify to the above name the nature and extent of costs incurred by the hospital for services furnished by Resident for which payment may be made under Medicare, Medicaid or other reimbursement programs. The obligation of Resident to make records shall extend for four (4) years after the finishing of such services pursuant to this Agreement. In the event of a request by the Secretary or Comptroller General for access, Resident agrees to immediately notify and consult with Trinity concerning the response that will be made to such request.
- C. No Medical Staff Appointment. No provision of this Agreement shall be construed in any manner whatsoever as an appointment of Resident to Medical Staff Membership at Trinity or any other facility during or at termination of Resident's training.
- D. Resident Records. Trinity expressly acknowledges its obligations as a provider of health care and as an educational institution to maintain as confidential the records of the Resident. These records may be delivered to other health care treatment institutions or prospective employers of Resident only upon written request to the Program Director by the Resident in such form as designated by the Program. Records will be furnished to appropriate government agencies as required by law. Documents to be transmitted will be marked "Confidential".

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

F. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been duly delivered upon personal delivery; or twenty-four (24) hours following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, or following transmission by email or electronic facsimile; or forty-eight (48) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid. Notice shall be sent to the following address or to other such address as the Parties designate from time to time.

If to Trinity:

Trinity West
400 Johnson Road
Steubenville, Ohio 43952

If to Resident:

G. Exhibits & Entire Agreement. This Agreement (including any attachments and documents incorporated by reference, including but not limited to Exhibits A, B, and C attached hereto) contains the entire agreement between the Parties concerning the subject matter of this Agreement, and supersedes all other and prior terms, covenants, representations, and agreements whether oral or written. The Parties acknowledge that these documents and exhibits, including without limitation any documents referenced in these documents and exhibits, and the terms and conditions contained therein, are by this reference expressly incorporated in and made a part of this Agreement.

H. Assignment. The Resident may not assign any of his/her rights or obligations under this Agreement. Any assignment or transfer made in violation of the provision shall be void.

I. Defense of Claims. In the event of the termination of this Agreement for any reason, Resident shall assist in the defense of known or yet to be asserted claims arising out of Resident's employment with Trinity. Trinity agrees to reimburse Resident for reasonable travel and other related expenses, not to include hourly fees.

[Remainder of Page Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their respective authorized officers, effective as of the day and year first written above.

RESIDENT:

Resident

Printed Name

Date

PROGRAM:

Program Director

Printed Name

Date

Designated Institutional Officer

Printed Name

Date

TRINITY:

President

Printed Name

Date

EXHIBIT A
RESIDENT'S JOB DESCRIPTION

Resident shall fulfill to the best of their ability the educational requirements and responsibilities set forth by the Program, including, but not limited to, the following:

1. Under the supervision of teaching staff, provide safe, high quality, effective, and compassionate patient care, commensurate with his/her level of advancement and responsibility;
2. Perform the clinical duties prescribed by the hospital or an attending physician or department in a competent, efficient, satisfactory, humanistic, respectful, and courteous manner in strict accordance with the professional and ethical standards of the medical profession;
3. Seek and utilize appropriate supervision at all times;
4. When on rotation or educational experience, become familiar with and abide by the rules, regulations, policies and practices of each hospital or healthcare facility participating site;
5. Provide coverage when other Program physicians are unavailable;
6. Develop and follow a personal program of self-study and professional growth with guidance from the Program's medical education staff;
7. Comply with and actively participate in all educational and scholarly requirements for advancement in and graduation from the Program, including, without limitation:
 - a. Serve in all hospitals, clinics, and activities to which Resident is assigned;
 - b. Assume responsibility for teaching and supervising other residents and students;
 - c. Attend all required conferences of the departments to which Resident is assigned;
 - d. Timely log procedures, skill-sets and duty hours;
 - e. Cooperate fully with all required surveys, reviews and quality assurance and credentialing activities;
 - f. Actively engage in quality improvement and practice improvement projects;
 - g. Participate in assigned clinical, hospital, and medical staff programs, activities, and committees;
 - h. Participate in evaluation of the quality of education provided by the Program and promptly complete evaluations of faculty and rotations;
 - i. Participate in photographing, filming, recording or other permanent preservation of mock drill, direct patient care, or other parts of his/her responsibilities under this Agreement and permits use of this material for any purpose;
 - j. Achieve specialty specific milestones as specified by the Program.
8. Adhere to established rules, regulations, practices and policies of the Program;
9. Resident shall acquire and maintain for the duration of the Program and this Agreement a valid, active license or permit to practice medicine in the State of Ohio (whichever is required by law for Resident to perform the professional medical or related services.

10. Maintain accurate and timely records relating to all professional services rendered and recommended in accordance with medical staff bylaws, hospital policies and procedures, and expectations set by the Program;
11. Maintain the privacy and confidentiality of all patient information and records as required by hospital policies and procedures and in compliance with all relevant state and federal laws and regulations, including, without limitation, the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations implemented and amended thereunder (“HIPAA”);
12. Present at all times a professional, courteous, and respectful attitude toward all patients, colleagues, employees, and visitors at the clinic, hospital, or other facility to which the Resident is assigned;
13. Avoid unlawful discrimination against any patient or other person affiliated with the hospital on the basis of race, gender, creed, age, nationality, sex, sexual orientation, and source of payment, disability, or other class of person duly protected by law;
14. Refrain from engaging in abusive, intimidating, or disruptive behavior, harassment, or any other conduct that could adversely affect the reputation of the Sponsoring Institutions or the morale of other residents, the medical staff, or the sponsoring institution’s staff and employees;
15. Endeavor to ensure that patient satisfaction surveys of patients treated in the Program shall reflect that 75% or more of patients responding to the survey were satisfied with the care provided by the Resident;
16. Comply with all applicable federal, state and local laws, as well as the standards required to maintain accreditations and licensure;
17. Assist in satisfying the requirements of third party payors by, for example, participation in utilization review, peer review and quality assurance programs;
18. Cooperate with the Program in the event of a claim, threatened claim, or litigation;
19. Participate in new employee orientation and resident orientation;
20. Resident shall adhere to all Residency Program and CHI Franciscan Policies related to substance abuse, including nicotine;
21. Resident shall satisfy all health requirements for employment by providing evidence of compliance with pre-employment drug screenings, all immunization and tuberculosis requirements and confidential background checks;

22. Submit to periodic (post-appointment) health examinations and supplementary tests, which may include tests for substance abuse as are deemed necessary by the Program to ensure that Resident is physically, mentally, and emotionally capable of performing essential duties;
23. Comply with the hospital's corporate compliance program and its efforts to detect and prevent health care fraud, abuse, and waste;
24. Use hospital resources efficiently, not destroy or unlawfully remove hospital property, and at the termination of this Agreement, return all hospital property to hospital;
25. Report immediately to the Program Director any inquiry by any private or governmental attorney or investigator or any inquiry of any member of the press. Resident agrees not to communicate with any inquiring attorney, investigator, or member of the press except merely to refer them to the Program Director;
26. Not directly bill or collect for any services rendered under the Program;
27. Return all property of the Program or any hospital/facility at the time of expiration or termination of the Agreement and settle all professional and financial obligations before academic and professional credit will be verified.



EXHIBIT B
RESIDENT COMPENSATION AND BENEFITS

1. Annual Stipend:

- a. In support of Resident's training and as sole and exclusive compensation for the services to be rendered by Resident during the Term, Trinity shall pay to Resident the annual stipend ("Annual Stipend") set forth below according to the Resident's PGY level at that time. The Annual Stipend represents the total compensation to be paid to Resident over a 12-month period during the Term and shall be paid in biweekly installments in accordance with applicable payroll policies and procedures and for as long as Resident permissibly continues to participate in the Program in accordance with Program Policies. As Resident advances through the Program, the Annual Stipend will adjust in accordance with his/her PGY Level.

PGY Level	Annual Stipend
PGY-1	Fifty Eight Thousand Six Hundred Fifty Dollars (\$58,650.00)
PGY-2	Sixty One Thousand Six Hundred Sixty Six Dollars (\$61,666.00)
PGY-3	Sixty Three Thousand Five Hundred Forty One Dollars (\$63,541.00)

- b. The amount paid to Resident as Annual Stipend shall not relate to the volume, value, or nature of services rendered by Resident or to the number of hours Resident spends in patient care or administrative activities. Further, such Annual Stipend was not determined in a manner that takes into account nor relates to the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or part under Medicare, Medicaid, or other federal health care programs.

2. Benefits: Other than Paid Leave and as set forth below, Resident shall be eligible to participate in those standard employee benefit plans offered to Trinity's employed physicians, on the first day of the month following a thirty (30) day waiting period, and as may be modified and amended from time to time (collectively, "Benefits"). Resident will be given reference to possible insurance programs to bridge coverage during waiting period. Nothing contained in this Agreement shall be construed to obligate Trinity to institute or continue any such employee benefit plans now maintained by Trinity for the Program. As of execution of this Agreement, the Benefits shall include:

- a. Health Insurance. Resident shall be eligible to apply for the standard health insurance coverage offered to other physician employees of Trinity under its standard employee benefits plans.
- b. Life Insurance. Resident shall be eligible to apply for the standard life insurance coverage offered to other physician employees of Trinity under its standard employee benefits plans.
- c. Short and Long Term Disability. Resident shall be eligible for short and long term disability coverage offered to other physician employees of Trinity under its standard employee benefits plans. Eligibility begins on the first of the month following a thirty day waiting period.
- d. Malpractice Insurance Coverage. Trinity agrees to provide professional liability insurance coverage for Resident for the duration of his/her training under the Program in accordance with Section 1.4 of **Exhibit C** attached hereto. Such coverage will provide legal defense and protection against awards for claims reported or filed during or after Resident's completion of the Program, if and only if, the alleged acts or omissions of the Resident are within the scope of the Program. The professional liability insurance coverage offered shall not cover Resident's activities outside of the Program at any time.
- e. Paid Leave. Resident shall be entitled to up to fifteen (15) days of paid time off during each twelve (12)-month period of the Term, inclusive of any weekends and holidays ("PTO Leave"). PTO Leave may only be taken with prior notice to and receipt of approval from Trinity and the Program Director. PTO Leave is defined as time off for vacation or personal reasons. PTO Leave may be used for illness, injury, medical leave of absence if sick days have been exhausted, or any other reason. PTO does not accumulate from year-to-year and will not roll over into a new year or be paid out at year end or upon Resident's termination or graduation from the Program. Resident shall monitor his/her time off to ensure satisfactory and timely completion of hours required for advancement in the Program.
- f. CME Leave. In addition to the fifteen (15) days of Paid Leave set forth in Subsection 2.c., Resident shall be entitled to those additional days of CME Leave set forth in the Program Policies ("CME Leave"). CME Leave may only be taken with prior notice to and receipt of approval from Trinity and the Program Director. Resident shall monitor his/her time off to ensure satisfactory and timely completion of hours required for advancement in the Program.
- g. CME Stipend. In accordance with Program Policies and Trinity Policies, Resident shall be reimbursed for expenses incurred up to \$500 per twelve (12) month period while a PGY-1 Resident which relate to Resident's attendance at Continuing Medical Education ("CME") Programs and approved educational materials. In accordance with Program Policies and Trinity Policies, Resident shall be reimbursed for expenses incurred up to \$2,000 per twelve (12) month period while a PGY-2 or PGY-3 Resident, which relate to Resident's attendance at CME Programs and approved educational materials. Expenditures for CME Programs must be pre-approved by the Program

Director. Reimbursement is subject to submission of appropriate receipts and evidence of expenses incurred in accordance with Program Policies and Trinity Policies.

- h. Unpaid Leave. Resident is entitled to benefits under Trinity's family and medical leave of absence policy applicable to Residents ("FMLA Policy"), as may be amended from time-to-time. Unpaid leave (whether medical or other) may only be granted with the approval of the Program Director, consistent with Program Policies, ACGME policies, rules and regulations (as applicable), and only after Resident has exhausted all of his/her PTO Leave. Resident acknowledges that taking additional unpaid leave may sacrifice his/her eligibility for continuation in and completion of the residency program, may delay his/her advancement through the PGY levels, and that makeup time and/or repeat training are offered as determined by the Program Director and specialty requirements. Resident shall monitor his/her time off to ensure satisfactory and timely completion of hours required for advancement in the Program.

4. Miscellaneous:

- a. The Annual Stipend shall be paid in biweekly installments in accordance with Trinity's payroll policies and any additional policies or procedures of the Program and shall account for all services provided by Resident during the Term.
- b. Trinity shall be entitled to deduct and offset any amounts otherwise owed Resident under this Agreement against any amounts owed by Resident to Trinity.
- c. The Annual Stipend and Benefits listed herein may be unilaterally modified by Trinity or the Program from time to time.

[Remainder of page intentionally blank]

EXHIBIT C

ADDITIONAL PROVISIONS EXHIBIT

The following sections are incorporated by reference into the attached Physician Employment Agreement and are made fully a part thereof. Any ambiguity or conflict shall be resolved in favor of these Additional Provisions.

1.1 Compliance with CommonSpirit Standards of Conduct. Physician recognizes that it is essential to the core values of Employer that all persons and entities employed by or otherwise contracting with Employer at all times conduct themselves in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the *CommonSpirit Health ("CommonSpirit") Standards of Conduct*, as amended from time to time. As of the Effective Date of the Agreement, the *CommonSpirit Standards of Conduct are set forth in Our Values & Ethics at Work Reference Guide ("E@W Guide")*, which is available at the following website:

https://commonspirit.org/app/uploads/2021/07/CommonSpirit-ComplianceBooklet07-16-21_vf-s.pdf

Physician acknowledges that Physician has electronically accessed, obtained or otherwise received a copy of the E@W Guide and has read and understands the same, and hereby agrees that, so long as the Agreement remains in effect, Physician shall act in a manner consistent with, and shall at all times abide by, such *Standards of Conduct*, to the extent the same are applicable to Physician in the performance of the Agreement

1.2 Ethical and Religious Directives. Physician agrees that his/her performance under the Agreement shall be in accordance with the most recent edition of the *Ethical and Religious Directives for Catholic Health Care Services*, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop (the "Directives"). As of the date of the Agreement, the Directives are available at the following website:

<http://www.usccb.org/>

In the event that Employer determines in good faith that Physician has failed to comply with his/her obligations pursuant to Section 1.2 of this Exhibit, Physician shall be considered to be in material breach of the Agreement.

1.3 Excluded Provider and Indemnification. Physician represents and warrants that he/she is not now and at no time has he/she been excluded from participation in any state or federally funded health care program, including Medicare and Medicaid (collectively referred to as "governmental health care program"). Physician further warrants that he/she will not engage in behavior during the Term of this Agreement that leads to his/her exclusion from any governmental health care program. Physician agrees to immediately notify Employer of any threatened, proposed, or actual exclusion of Physician from participation in any governmental health care program during the Term of the Agreement. Notwithstanding anything to the contrary contained herein, in the event that Physician is excluded from participating in any governmental health care program during the Term of the Agreement or, if at any time after the Effective Date of the Agreement, it is determined that Physician is in breach of this Section, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Physician agrees to indemnify and hold Employer harmless against all actions, claims, demands, and liabilities, and against all loss, damage, costs, and expenses, including

reasonable attorneys' fees, arising directly or indirectly out of any violation of this Section by him/her or due to his/her exclusion from a governmental health care program.

1.4 Insurance. Employer shall, at its sole cost and expense, procure, keep, and maintain throughout the Term of the Agreement, insurance coverage in the minimum amounts of: One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for commercial general liability; One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate for professional liability or the primary professional liability coverage required under any state mandated patient compensation fund and with participation in the excess liability fund thereunder; One Million Dollars (\$1,000,000) per each and every occurrence for automobile liability; and applicable state statutory limits for workers' compensation. In addition to the coverages specifically listed herein, Employer shall maintain any other usual and customary policies of insurance applicable to the work being performed by Physician pursuant to the Agreement. Said policy(ies) shall cover all of Physician's services hereunder. By requiring insurance herein, Employer does not represent that coverage and limits will necessarily be adequate to protect Physician, and such coverage and limits shall not be deemed as a limitation on Physician's liability under the indemnities granted to Employer in the Agreement, including any exhibits.

1.5 Jeopardy. Notwithstanding anything to the contrary herein contained, in the event the performance by either party of any term, covenant, condition or provision of the Agreement jeopardizes the licensure of Employer, its participation in or the payment or reimbursement from, Medicare, Medicaid, Blue Cross or other reimbursement or payment programs, or Employer's full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of Employer, any of its property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing Employer or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, Employer may at its option (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the parties are unable to resolve the matter within thirty (30) days thereafter, Employer may, at its option, terminate the Agreement immediately.

1.6 Confidential and Proprietary Information. During the Term of this Agreement, Physician shall have access to Employer's confidential and proprietary information as defined below. Physician recognizes and acknowledges that all of Employer's confidential and proprietary information shall remain confidential and shall remain the sole property of Employer. For purposes of this Agreement, the terms "confidential and proprietary information" shall include, without limitation, Employer's trademarks, service marks, patient lists, patient records (including those generated by

Physician for Employer), computer programs, business strategies for developing new patient and new physician relationships, including physician recruitment cost data, utilization review techniques, medical management, quality assurance protocols, patents, trade secrets, know-how and other proprietary processes, and such proprietary information included in manuals or memoranda, as they may now exist or may be developed during the Physician's employment. Physician shall not, during or after the Term of employment by Employer, in whole or in part, disclose such confidential and proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, nor shall Physician make use of any such property for Physician's own purposes or for the benefit of any person, firm, corporation or other entity (except Employer) under any circumstances during or after the Term of Physician's employment; provided, however, that after the Term of employment these restrictions shall not apply to secrets, know-how and processes which are then generally known to the public, (provided that the Physician was not responsible, directly or indirectly, for such secrets, know-how or processes entering the public without Employer's consent).

1.7 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to agreements made and to be performed wholly within that state, irrespective of such state's choice-of-law principles.

1.8 Partial Invalidity. If any provision of the Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of the Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of the Agreement.

1.9 Waiver. No waiver of or failure by either party to enforce any of the provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

1.10 Amendments. The Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that, before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.

1.11 Survival. Except as otherwise expressly provided in the Agreement, all covenants, agreements, representations and warranties, expressed and implied, shall survive the termination of the Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

1.12 Compliance with All Laws, Regulations, and Standards. Physician represents and warrants that his/her performance under the Agreement shall fully comply with all applicable federal, state, and local statutes, rules, regulations, accreditation standards, applicable standards of other professional organizations, and Employer's Requirements as defined below, and that it shall be deemed a material breach of

the Agreement by Physician if he/she shall fail to comply with this representation and warranty. If such a breach is not cured in accordance with the Agreement, Employer may immediately terminate the Agreement without penalty and without limiting any other rights and remedies set forth in the Agreement.

Specifically, but not by way of limitation, Physician represents and warrants that his/her performance under the Agreement shall comply with all applicable statutes, rules, regulations, accreditation standards, and other applicable standards of: Medicare; Medicaid; the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164; the security and privacy provisions of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder, as all of these may be amended from time to time; other federal or state health programs; The Joint Commission; the National Committee for Quality Assurance; and any national standards applicable in the hospital or medical fields, as well as the Medical Staff bylaws, policies, and procedures, and all other rules and regulations established by Employer and/or the Medical Staff and applicable to performance under the Agreement (collectively, "Employer's Requirements"); and updates to incorporate any changes to such statutes, rules, regulations, accreditation standards, other applicable standards, and Employer's Requirements.

1.13 Nondiscrimination. Physician shall not discriminate in the provision of professional services to patients based on race, color, national origin, ancestry, religion, sex, marital status, disability, sexual orientation, age, or any other legally prohibited basis, except as may be medically indicated.

1.14 PTRC. The parties acknowledge that the Agreement is subject to the review and approval of Employer's Physician Transaction Review Committee ("PTRC"). In the event that the Agreement has been executed and final approval by the PTRC is not received in a timely manner, the Agreement shall automatically terminate. Such termination shall be considered without harm or damage to either party.

1.15 Termination Without Cause. After the first three (3) years, this Agreement may be terminated at any time by either party, without cause or penalty, upon one hundred eighty (180) days' prior written notice to the other.

1.16 Master Contract List. As required by the Stark law and related regulations, Employer maintains master lists of contracts between Employer and its physician providers, including Physician. Upon reasonable and legal request, Employer shall provide a copy of such list to Physician, to the extent that it relates to any contracts with Physician, or to government entities permitted to have such lists pursuant to the Stark law and related regulations or other law or regulation.

1.17 Billing. Employer is authorized by the Agreement and this Exhibit to, and shall, submit bills for professional services rendered by Physician in the course of Physician's employment with Employer and related activities. Employer also is authorized to submit updates, as needed, to Physician's National Provider Identifier (i.e., NPI). Employer shall be entitled to receive all remuneration for such professional services rendered by Physician, whether billed by Employer or not. Physician shall cooperate with and assist Employer (or

Employer's designee) in the preparation of any and all financial, billing, and insurance records or reports and/or similar documents. Physician shall not receive or negotiate checks or payments attributable to the services rendered by Physician in the course of Physician's employment by Employer and related activities. Should Physician receive directly any checks or payments which should have been sent to Employer, Physician shall deliver and assign to Employer such checks or payments within five (5) business days of receipt for deposit into an account in the name of Employer.

1.18 General Interpretation: Ambiguities. Ambiguities, if any, in the Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

1.19 Prohibition on Child Labor and Human Trafficking. Each Party warrants and represents that it shall comply with all federal and state labor and employment laws, and executive orders as applicable and specifically those regarding child labor, procuring commercial sex, using forced labor and human trafficking. This includes but is not limited to the Trafficking Victims Protection Reauthorization Act of 2013, Executive Order – *Strengthening Protections Against Trafficking in Persons in Federal Contracts*, Federal Acquisition Regulations (FAR), the provisions of the International Labor Organization's ("ILO") Minimum Age Convention (No. 138), 1973, and any other laws or regulations that prohibit any form of human trafficking, commercial sex, forced labor, child labor or other exploitation of children in the manufacturing, delivery or provision of products/devices, items or services and as each may be amended from time to time. In addition, in connection with any International Organization for Standardization ("ISO") certification, the Parties represent and warrant that as applicable each complies with the Social Accountability Guidelines pursuant to which a Party disqualifies any site that uses unacceptable manufacturing practices, such as child labor, forced labor or unsafe or unsanitary working conditions or trafficking of persons as defined by the Trafficking Protocol (United Nations General Assembly, *Protocol to Prevent Suppress and Punish Trafficking in Persons, Especially Women and Children, Supplementing the United Nations Convention Against Transnational Organized Crime*, 15 November 2000, available at <http://www.unher.org/refworld/docid/472706c0.html>)

Physician acknowledges CommonSpirit's efforts on human trafficking found at <http://www.catholichealthinit.org/human-trafficking-how-you-can-help> and represents and warrants to CommonSpirit that he or she undertakes periodic inspections of his/her practices and staff regarding services hereunder to ensure compliance with the foregoing. Physician agrees upon request to provide CommonSpirit with evidence and/or recordkeeping of his/her compliance with this provision.

