

MERCY HOSPITAL ST. LOUIS
RESIDENT/FELLOWSHIP AGREEMENT

«Department»

THIS RESIDENT/FELLOWSHIP AGREEMENT (“Agreement”) is entered into and effective July 1, 2021 (“Effective Date”) by and between Mercy Hospitals East Communities, a Missouri nonprofit corporation, d/b/a Mercy Hospital St. Louis (“Hospital”), and «First_Name» «Last_Name», «Degree» (“Resident/Fellow Physician”).

For and in consideration of the promises, covenants, and agreements set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. RESIDENT/FELLOWSHIP PROGRAM.

Hospital hereby agrees to accept Resident/Fellow Physician for participation in a graduate medical education residency training program in «Department» (“Program”). The Program meets the standards of the Essentials of Approved Residencies, prepared by the Council on Medical/Dental Education of the American Medical/Dental Associations and implemented by the Residency Review Committee of the Accreditation Council on Graduate Education (“ACGME”). Further, Hospital agrees to provide a suitable environment for an educational experience in the designated Program in which Resident/Fellow Physician is participating.

2. DUTIES OF RESIDENT/FELLOW PHYSICIAN.

During the Term of this Agreement, Resident/Fellow Physician shall, during the hours assigned to Resident/Fellow Physician by the Program Director (including night float or night call), perform the duties outlined in this Agreement at such locations as Hospital directs for the purpose of educating the Resident/Fellow Physician, delivering and participating inpatient care, and complying with the recommendations and policies of the applicable Program Residency/Fellow Physician Review Committee. Specific work hours may vary but will be delineated by the Program Director in compliance with ACGME and Hospital’s Graduate Medical Education (“GME”) written policies, including but not limited to those policies contained in the Hospital’s Policy and Procedure Guide for Graduate Medical Education Programs for Physicians (“GME Guide”). Resident/Fellow Physician agrees to maintain time records as required by the Program Director to verify compliance with all Hospital and ACGME duty hour regulations. Resident/Fellow Physician will also, subject to the direction and discretion of Hospital, satisfy the requirements and perform the functions and duties assigned to Resident/Fellow Physician by Hospital. Such functions and duties shall include, without limitation:

- 2.1 Resident/Fellow Physician shall obtain a valid state license or a valid temporary license from the Missouri State Board of Registration for the Healing Arts Medical or, as applicable, the Missouri Dental Board (the "State Board") in accordance with applicable legal requirements. Resident/Fellow Physician may not participate in the Program until written notification of the temporary license; temporary license renewal or a permanent license has been received by Hospital from the State Board. If Resident/Fellow Physician is issued a temporary license by the State Board, Resident/Fellow Physician will be authorized to use Hospital's DEA registration number with the appropriate suffix of code letters as assigned, such use to be limited to permitted administration and prescribing of controlled substances within the scope of Resident/Fellow Physician's patient care responsibilities arising out of participation in the Program under this Agreement.
- 2.2 Resident/Fellow Physician shall hold certifications in Advanced Cardiac Life Support (ACLS) and Basic Life Support (BLS) by the American Heart Association before they may participate in the Program.
- 2.3 Resident/Fellow Physician shall (i) perform Resident/Fellow Physician's staff services and other assignments under the direction of respective Department Chairman and/or Program faculty physicians as assigned and scheduled; (ii) attend and actively participate in the regular teaching conferences, ward rounds, seminars, research endeavors and assigned clinics as prescribed by the Program Director or Department Chairman, (iii) comply with the recommendations of the Residency Review Committee of each department charged with the evaluation of the clinical skills and competency of Resident/Fellow Physician; (iv) participate in education and supervision of residents/fellows and medical students; (v) participate on institutional committees to which Resident/Fellow Physician is appointed; and (vi) participate in quality improvement, utilization management, risk management and other Program and/or Hospital activities.
- 2.4 Resident/Fellow Physician shall conform to the standards of professional scholarship and decorum as prescribed by Hospital's Office of Graduate Medical Education and shall comply with the Graduate Medical Education policies and procedures and directions of the applicable Department Chairman and/or Program Director.
- 2.5 Resident/Fellow Physician shall comply with Hospital's policies, rules and regulations dealing with maintenance and completion of medical records and the timely return of books and journals borrowed from Hospital's Library. Resident/Fellow Physician shall discharge all indebtedness to Hospital, such as satisfying any outstanding charges, returning borrowed equipment, loaned library books, and other property of Hospital, prior to the end of the Term of this Agreement.
- 2.6 Resident/Fellow Physician shall abide by and be subject to all policies and procedures for discipline and redress of grievances including gender or other forms

of harassment included in the GME Guide, the rules, regulations and human resources policies and procedures as established and amended by Hospital from time to time. To the extent of any inconsistency in the terms of the GME Guide and Hospital's human resources policies and procedures, the provisions of the GME Guide will apply to the matter in question.

- 2.7 Resident/Fellow Physician shall (i) not assume attending physician medical practice responsibilities or engage in Resident/Fellow Physician's own practice of medicine or cover medical practice of another physician; and (ii) not engage in other types of employment (e.g., performing physical exams, employment in Hospital, other hospitals, emergency centers, moonlighting etc.). Any deviation from the foregoing policy must be approved in writing by Resident/Fellow Physician's applicable Program Director and must comply with the GME Guide or other applicable Hospital GME medical policies. Resident/Fellow Physician acknowledges that a temporary license is not valid for any of these activities. If approved, such activities must not interfere with Resident/Fellow Physician's obligation to Hospital, impair the effectiveness of the educational program engaged in, or cause detriment to the service and/or interests of the Hospital.
- 2.8 Resident/Fellow Physician shall keep and maintain (or cause to be kept and maintained) appropriate records relating to all professional services rendered by Resident/Fellow Physician and relating to all billing reports, claims, and correspondence required in connection with Resident/Fellow Physician's performance of services rendered under this Agreement.
- 2.9 Resident/Fellow Physician shall maintain the confidentiality, privacy and security of patient records and information as required by law, regulation and Hospital policies and procedures, including but not limited to, Hospital's policies and procedures regarding compliance with applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 ("Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and the HIPAA Omnibus Rule.
- 2.10 Resident/Fellow Physician shall perform in a diligent and timely manner the duties set forth herein. Performance standards will be established by the Program Director. Performance evaluations will be performed by Hospital's faculty and reviewed with the Resident/Fellow Physician. If at any time Resident/Fellow Physician's academic performance is not in compliance with such standards, such that it threatens the successful Program matriculation or advancement of Resident/Fellow Physician within the Program, Resident/Fellow Physician shall be advised in writing by such Program Director. This written notice shall become part of Resident/Fellow Physician's Program record. Upon Resident/Fellow Physician's

receipt of such notice regarding academic performance, Resident/Fellow Physician may be placed on academic probation which shall last at least three (3) months and not more than six (6) months. In addition, a remedial education program will be developed for the Resident/Fellow Physician. If after completion of the academic probation and the remedial program Resident/Fellow Physician fails to correct deficiencies, Resident/Fellow Physician may be terminated upon written notice.

If at any time Resident/Fellow Physician's non-academic performance is not in compliance with the performance standards established by the Program Director, Resident/Fellow Physician shall receive written notice of such failure to comply with such standards. If Resident/Fellow Physician receives more than two (2) such written notices regarding non-academic performance, and fails to correct such deficiencies, Hospital, in its sole and absolute discretion, may terminate this Agreement. Resident/Fellow Physician may be immediately terminated in the reasonable discretion of Program Director due to concerns for patient safety or any reason consistent with ACGME standards. The Graduate Medical Education Committee will retain review authority in all cases.

Hospital will provide Resident/Fellow Physician with the opportunity to address grievances including gender or other forms of harassment and/or appeal any disciplinary action in accordance with provisions set forth in the GME Guide.

3. COMPENSATION AND BENEFITS.

- 3.1 Resident/Fellow Physician shall be compensated for Resident/Fellow Physician's duties pursuant to the terms set forth on Exhibit A attached hereto, and such compensation shall be reviewed on an annual basis.
- 3.2 In addition to the compensation set forth on Exhibit A, Resident/Fellow Physician shall, during the term of this Agreement, be entitled to the fringe benefit programs afforded to Resident/Fellow Physicians employed by Hospital set forth on Exhibit B, subject in each case to any applicable eligibility requirements and pursuant to and in compliance with all Hospital policies regarding employed resident/fellow's benefits, as may be amended or revised in the sole discretion of Hospital from time to time.
- 3.3 Hospital shall provide meals for Resident/Fellow Physician, at no cost to Resident/Fellow Physician subject to Hospital's designated per-diem amount, only while Resident/Fellow Physician is on duty at the Hospital. This per diem allowance may be used at the Main Cafeteria, Tuscany Café, Baggot Street Café, Coffee Bar.

4. TERM & TERMINATION.

- 4.1 As used herein, "Term" shall mean the period commencing on the Effective Date of July ____, 202__, and ending on June ____, 202__, unless earlier terminated

pursuant to Section 4.2 below. If in the sole discretion of the Hospital, Resident/Fellow Physician has fulfilled all of the terms and conditions set forth in this Agreement, Resident/Fellow Physician will be reappointed for another year unless Resident/Fellow Physician is a participant in the One Year Transitional, Dental Programs for which automatic renewal of this Agreement does not apply, or if the Resident/Fellow Physician completes the final year of accredited training applicable to the Program. If Hospital determines that the Resident/Fellow Physician's Agreement shall not be renewed for an additional period of twelve (12) months, Hospital shall provide Resident/Fellow Physician with written notice of non-renewal of this Agreement no later than four (4) months prior to the end of the Term of this Agreement; provided, however, if the primary reason(s) for the non-renewal occurs within the four (4) months prior to the end of the Term, Hospital shall provide Resident/Fellow Physician with that amount of written notice of non-renewal of this Agreement as the circumstances will reasonably allow.

In the event of termination or non-renewal, Resident/Fellow Physician may implement the grievance procedures in accordance with and as set forth in the GME Guide, upon Resident/Fellow Physician's receipt of written notice of termination or intent not to reappoint or renew this Agreement.

4.2 This Agreement shall terminate upon the first to occur of the following:

- (a) termination by Hospital upon the date of death of Resident/Fellow Physician; or
- (b) termination by either party by one party providing notice to the other stating the effective date of termination in the event Resident/Fellow Physician has become Physically Disabled. "Physically Disabled" for the purposes of this Section 4.2(b) shall mean that Resident/Fellow Physician has suffered from an injury, accident, illness or condition such that in the determination of a physician selected by Hospital and Resident/Fellow Physician (or Resident/Fellow Physician's representative), Resident/Fellow Physician is unable, with or without reasonable accommodation, to perform the essential functions of Resident/Fellow Physician's position; or
- (c) termination by Hospital in accordance with Section 2.9 or upon the revocation, termination, restriction, or suspension of Resident/Fellow Physician's license to practice medicine by the State of Missouri for any cause; or
- (d) termination by either party with cause or upon the other party's breach of this Agreement which remains uncorrected for ten (10) days following written notice of said breach to the breaching party, provided, however, that Resident/Fellow Physician shall be entitled to implement the grievance procedures in accordance with and as set forth in the GME Guide.

- (e) termination by either party without cause at the end of any calendar month upon at least sixty (60) days prior written notice to the other stating the effective date of termination, which such date shall not be earlier than sixty (60) days from date of the written notice and shall be effective at the end of the applicable calendar month.
- 4.3 In the event this Agreement is terminated in accordance with Section 4.2, Hospital shall no longer be obligated to make any additional payments hereunder or otherwise. Any amounts earned hereunder by, but not yet paid to, Resident/Fellow Physician shall be paid by Hospital to Resident/Fellow Physician or, in the event of Resident/Fellow Physician's death such amounts shall be paid to Resident/Fellow Physician's surviving spouse, if any, or if none, to Resident/Fellow Physician's estate; and Resident/Fellow Physician or Resident/Fellow Physician's surviving spouse or estate, as applicable, shall pay any amount or amounts then owed by Resident/Fellow Physician to Hospital.
- 4.4 In the event this Agreement is terminated in accordance with Section 4.2(e) and Resident/Fellow Physician abandons Resident/Fellow Physician's residency with Hospital prior to the applicable notice period described in Section 4.2(e), Resident/Fellow Physician shall promptly reimburse Hospital for expenses incurred by Hospital in obtaining the services of a qualified temporary replacement for Resident/Fellow Physician acceptable to Hospital for that period of time from the date of Resident/Fellow Physician's abandonment to the date of termination stated in the written termination notice delivered in accordance with Section 4.2(e); provided, however, that if Hospital gives written notice of termination, Resident/Fellow Physician shall not be required to reimburse Hospital under this Section 4.4 for longer than thirty (30) days after written notice of termination. In addition, if Resident/Fellow Physician abandons Resident/Fellow Physician's participation in the Program with Hospital in violation of this Agreement, Resident/Fellow Physician shall promptly reimburse Hospital for expenses incurred by Hospital in obtaining the services of a qualified temporary replacement for Resident/Fellow Physician acceptable to Hospital for that period of time from the date of Resident/Fellow Physician's abandonment to the date this Agreement would have otherwise terminated. Resident/Fellow Physician specifically grants Hospital the right to offset any amounts due from Hospital to Resident/Fellow Physician for any reason against amounts due from Resident/Fellow Physician to Hospital pursuant to this Section 4.4.

5. INSURANCE AND INDEMNITY.

- 5.1 Hospital hereby agrees to purchase or provide, in Hospital's sole discretion, medical professional liability coverage either through a funded self-coverage program or commercial insurance, in either case, subject to the terms and conditions thereof, covering Resident/Fellow Physician's participation in the Program in the minimum amounts of \$1,000,000 per claim and a minimum aggregate amount of

\$3,000,000, which shall be maintained on either (i) a "claims made" basis, or (ii) an "occurrence" basis, both of which shall cover Resident/Fellow Physician against claims arising out of the rendering of or failure to render the services and obligations that are within the scope of Resident/Fellow Physician's duties specified in this Agreement. Hospital shall be named as an additional insured under any commercial policy. In the event such medical professional liability coverage, is maintained on other than an occurrence basis, Hospital will procure continuing coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the Effective Date of this Agreement, by obtaining an extended reporting endorsement ("tail"), applicable to the coverage provided to Resident/Fellow Physician and maintained by Hospital during the term of this Agreement, or by such other method reasonably acceptable to the Hospital covering Resident/Fellow Physician against claims arising out of the rendering of or failure to render the services and obligations that are within the scope of Resident/Fellow Physician's duties specified in this Agreement.

- 5.2 Resident/Fellow Physician and Hospital understand and agree that Hospital has no obligation to defend and indemnify Resident/Fellow Physician against any costs that Resident/Fellow Physician becomes obligated to pay because of injuries arising out of the rendering of, or failure to render professional services, in connection with activities of Resident/Fellow Physician outside of the scope of Resident/Fellow Physician's participation in the Program and performance of duties specified in this Agreement, if any. Upon termination of this Agreement for any reason, the insurance coverage provided by Hospital pursuant to Section 5.1 shall terminate except as set forth in Section 5.1.

6. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

Resident/Fellow Physician understands and acknowledges that Resident/Fellow Physician will have access to confidential information concerning Hospital's business (including the information contained in this Agreement) and that Resident/Fellow Physician has a duty at all times not to use such information in competition with Hospital or to disclose such information or permit such information to be disclosed to any other person, firm, corporation, or other third party during the Term or at any time thereafter.

7. ADDITIONAL PROVISIONS.

- 7.1 The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties, except as may be specifically provided to the contrary, provided, however, at the request of Hospital, Resident/Fellow Physician shall execute such additional instruments and take such additional acts as Hospital may deem necessary, to effectuate this Agreement.
- 7.2 Except as herein expressly provided to the contrary, whenever in this Agreement any consent or approval is required to be given by either party or either party must

«City» «State» «Zip»

or to such other address and to the attention of such other person or officer as either party may designate by prior written notice.

- 7.8 In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, and the basis of the bargain of this Agreement is not thereby destroyed, such invalidity, illegality, or unenforceability shall not effect the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.
- 7.9 The divisions of this Agreement into articles and sections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.
- 7.10 This Agreement supersedes all previous contracts, and constitutes the entire agreement of whatsoever kind or nature existing between or among the parties respecting the subject matter hereof. No party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specially incorporated herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or oral, not expressly incorporated herein, are superseded and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto.
- 7.11 All case records, charts and personal files concerning patients of Hospital shall be and shall remain the property of Hospital and as such shall not be removed from Hospital, copied, or disclosed by Resident/Fellow Physician. Any use or access of such records or information by Resident/Fellow Physician shall be limited to use and access necessary to perform Resident/Fellow Physician's duties under this Agreement. Upon termination of this Agreement for any reason, Resident/Fellow Physician shall not retain, copy, or otherwise use records, charts or information related to any patient without the written consent of Hospital and any such consent granted by Hospital must in accordance with HIPAA, the Regulations and the HITECH Act.
- 7.12 Resident/Fellow Physician shall provide Hospital with time records or other documentation on a regular basis as required by the Medicare program which reflects the time the Resident/Fellow Physician spends in furnishing Program services to Hospital, including, without limitation, Resident/Fellow Physician's services to patients and services that are not reimbursable under the Medicare program (such as research). Such records shall be maintained by Hospital for review by the Medicare intermediary, if requested.

- 7.13 The parties agree that if future legislation is enacted or regulations or clarifying legislation are promulgated by a government agency with authority to enforce the legislation or a decision of a court is rendered (a “Change in Law”) that, in the opinion of Hospital or Resident/Fellow Physician’s legal counsel, affects or may affect the legality of this Agreement or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder, then as soon as reasonably practical following written notice by such counsel to the parties, the parties shall meet to negotiate in good faith an amendment or substitute agreement to implement the original intention of the parties to the extent possible in light of the Change in Law.
- 7.14 The Hospital policies and procedures affecting Resident/Fellow Physician, including but not limited to the GME Guide may be revised by Hospital from time to time, in Hospital’s sole discretion and such revisions will be made available to Resident/Fellow Physician.
- 7.15 Mercy Critical Care Fellows are Mercy Hospital St. Louis employees and are required to follow all Mercy coworker policies. However, from an ACGME point of view, the Mercy Critical Care fellowship is a St. Louis University program. Therefore, issues specific to Graduate Medical Education must follow St. Louis University’s Graduate Medical Education policies.

The parties hereto have caused this Agreement to be executed as of the day and year first above.

**MERCY HOSPITALS EAST
COMMUNITIES d/b/a
Mercy Hospital St. Louis**

RESIDENT/FELLOW PHYSICIAN

By: _____
Stephen Mackin
President, Mercy Hospital St. Louis

Name: «First_Name» «Last_Name»,«Degree»

EXHIBIT A
COMPENSATION

EFFECTIVE JULY 1, 2021

POST GRADUATE YEAR

PGY- X

ANNUAL SALARY

\$0.00

EXHIBIT B BENEFITS

The following is a brief summary of benefits offered to Resident/Fellow Physician under this Agreement. Reference should be made to the benefits package supplied by Hospital for a full explanation of each benefit and definitions of certain terms. Each benefit described herein is subject to the terms, qualifications, limitations and conditions of Mercy Health East Communities benefit programs, as amended from time to time, and benefits may be changed modified, terminated, increased or decreased provided that no benefit accrued at the time of the amendment or modification will be decreased. It should be noted that certain benefits vary for residents/fellows who are deemed to be part-time as defined by the base contract document.

Health Care Coverage

Full-time and eligible part-time residents/fellows may participate in the health care plan in accordance with Mercy Hospital St. Louis policies. Mercy Health East Communities offers a comprehensive health care plan. Hospital will also provide referrals for counseling and psychological support services for residents/fellows in circumstances, including, but not limited to physician impairment.

Dental Coverage

Full-time and eligible part-time residents/fellows may participate in the dental plan in accordance with Mercy Hospital St. Louis Policies. Mercy Health East Communities offers a comprehensive dental plan.

Vision Coverage

Full-time and eligible part-time residents/fellows may participate in the vision plan in accordance with Hospital's Policies.

Life Insurance and Accidental Death and Dismemberment

All full-time and eligible part-time residents/fellows are eligible to receive coverage effective ninety (90) days after employment. Currently, it is offered at no expense to Resident/Fellow Physician. For full-time residents/fellows, insurance coverage is equal to one times the annual Total Compensation. For eligible part-time residents/fellows, insurance coverage is set at \$5,000. Supplemental life insurance coverage is available, at Resident/Fellow Physician's cost.

Long Term Disability Insurance

In accordance with the contract, Resident/Fellows are required to maintain a long-term disability insurance policy during their employment at Mercy. The hospital provides an individual disability policy for each resident through Guardian Life. The policy is issued with a monthly benefit of \$2,500 when they begin the program regardless of health. An option to increase the coverage with an additional monthly benefit up to \$5,500, depending on specialty is available without regard to current medical conditions on the annual policy anniversary. Currently, the Mercy discount of 25% remains throughout the life of the policy.

Although Mercy pays the premium, the policy is owned by the Resident and upon completion of training the Resident/Fellow has the option to continue the policy at the discounted rate.

During residency, Residents may also purchase additional long-term disability insurance through Guardian with full underwriting at the Resident's expense. Please contact Ted Isaacs or Weston Manley for detailed information regarding the guaranteed issue plan or additional coverage that may be available. Ted and Weston may be reached at (314) 569-0500 or ted@ifgadvisors.com or weston@ifgadvisors.com

Vacation/Sick

Resident/Fellow Physicians are eligible for Three (3) weeks (Monday-Sunday) or fifteen (15) days of (Weekdays) of vacation per year; and Three weeks (Monday-Sunday) or fifteen (15) days (weekdays) of sick leave per year. Vacation time or sick time, which is not utilized in a year, may not be carried over to subsequent years.

Leaves of Absence

Resident/Fellow Physicians are eligible for leaves of absence for medical or personal reasons. When applicable, medical leaves are issued in accordance with the Family and Medical Leave Act. For leaves of absence due to Resident/Fellow Physician's personal illness, all available sick time will first be paid. Other available benefit hours must then be utilized prior to any unpaid time. In all events, Resident/Fellow Physician must make-up the training requirements of the Residency Program in accordance with ACGME requirements at the discretion of the Program Director.

Educational Leave

The purpose of this specially granted leave is to improve knowledge, to learn a technical advancement or to acquire a new technical expertise. Educational leave is reserved for residents/fellows in the final year of training and is granted in the sole discretion of the Chairman of the Department.

Medical and Dependent Spending Accounts

Full-time and eligible part-time residents/fellows may participate in the flexible spending accounts in accordance with the Mercy Hospital St. Louis policies. Flexible spending accounts offer tax savings by allowing you to set aside money out of your paycheck on a pre-tax basis to pay for eligible healthcare and/or dependent care expenses.

**For the purposes of this Schedule, "Total Compensation" means Resident/Fellow Physician's gross cash compensation for the most recently completed calendar year, or for new residents/fellows a reasonable estimate of the expected Total Compensation payable under this Agreement.

Initialed Hospital: _____ Initialed Resident/Fellow Physician: _____