

ST. ANTHONY HOSPITAL
RESIDENCY PROGRAM

RESIDENCY AGREEMENT

THIS AGREEMENT, is made and entered into by and between SSM HEALTH CARE OF OKLAHOMA, INC., owning and operating ST. ANTHONY HOSPITAL ("Hospital") and RESIDENT'S NAME ("Resident"), PGY-1.

WHEREAS, Hospital is willing and capable of providing graduate medical education in Family Medicine (SPECIALTY) through an AOA and/or ACGME accredited Residency Program ("Program"); and

WHEREAS, Hospital desires to employ Resident to provide medical services and participate in the Family Medicine Residency Program; and

WHEREAS, Resident desires to obtain graduate medical education through the St. Anthony Hospital Rotating Internship Residency.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set out, the parties hereto agree as follows:

I.

RESIDENT, agrees to accept employment on the terms herein set out and to perform the following duties:

1. Accept assignments to rotations as determined by the Program Director, fulfill the educational requirements and participate fully in the educational activities of the Residency Program.
2. Participate in safe, effective, compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility.
3. Develop a personal program of self study and professional growth with the guidance and direction of the Residency Program's teaching Faculty.
4. Perform assigned duties to the best of his/her ability and abide by and comply with the policies, procedures and rules of the Hospital and Residency Program. Resident agrees to comply with the purpose and standards recommended by the Joint Commission on Accreditation of Healthcare Organizations.
5. Apply appropriate cost containment measures in the provision of patient care.
6. To perform such other services and activities as may be reasonably requested by the Program Director, which are consistent with the Residency Program.

II.

RESIDENT agrees to make application for and obtain Oklahoma Medical Licensure within the time frame established by Oklahoma State Law (if applicable) and comply with the policies, procedures and regulations of the appropriate licensure agencies of the State of Oklahoma; and to meet all Program requirements necessary to function at his/her assigned level in the Residency Program, as outlined in the Residency Policies and Procedures.

III.

All fees for services rendered by the Resident in the course of his/her program duties, shall be billed by the Hospital and shall be the property of the Hospital. The Resident will not bill for any services rendered in the course of his/her program duties.

IV.

RESIDENT shall devote his/her full-time and attention to his/her employment with the Hospital and shall not conduct any medical practice other than on behalf of the Hospital or take on other work or employment during the term of this agreement without the prior written approval of the Program Director.

V.

HOSPITAL agrees to employ Resident according to the terms of this agreement and provide a graduate medical education program in a Family Medicine residency program approved by the AOA and/or ACGME, which shall meet the standards delineated by the AOA Council of Postdoctoral Training's Accreditation Document for Osteopathic Training Institutions (OPTI) and the Basic Document for Postdoctoral Training Programs. The Resident will be provided a written copy of the Residency Policies and Procedures which contains the Residency's education program and will serve as a guide for residency training.

VI.

The HOSPITAL shall provide the Resident with an annual salary of \$40,318.00, per year, payable in bi-weekly installments during the term of this agreement. Hospital shall deduct all State and Federal taxes from Residents' salary, as required by law, but shall make no other deductions unless authorized by Resident or required by law.

VII.

The term of this agreement shall be from the period beginning June 23, 2008 and ending June 30, 2009.

VIII.

In addition to the salary, Resident shall be entitled the additional benefits set forth on the Benefit Schedule attached hereto as Exhibit "A" and made a part hereof, subject to all eligibility, contribution, requirements and other conditions included in the plans and programs identified on the Benefit Schedule. Except as specifically set forth herein, Resident shall not be entitled to any other compensation or benefits.

IX.

This Agreement may be terminated upon mutual written consent; provided however, before such termination, the parties shall confer with one another. In the event of mutual release, both parties mutually agree to give the other, no less than 120 days written notice of the intent not to renew this agreement and it shall be the duty of the Hospital to send a signed copy of the release to the Council on Postdoctoral Training of the AOA and/or American Board of Family Medicine (ABFM).

X.

Satisfactory completion of training during each year of residency is required before the resident may advance to the next level of training. Satisfactory completion of training includes, but is not limited to:

1. Successful completion of each rotation with an evaluation in the "PASS" range on the standard rotation evaluation form;
2. A favorable quarterly and end of the year evaluation by the Program Director;
and
3. Timely submission of required documentation including duty hour logs, procedure logs, and evaluations of each rotation by resident.*

* Documentation is to be submitted to the DME/GME office on or before the 7th day following the conclusion of the rotation. Failure to comply is a serious infraction and will result in appropriate consequences, as defined and determined by the Program Director and approved by the Chairperson of Graduate Medical Education, sufficient to motivate consistently compliant behavior on the part of the resident.

In addition, residents desiring appointment to the subsequent year must have demonstrated to the faculty their ability to supervise more junior residents and medical students. Faculty will use their discretion in advancing any resident currently on probation either for behavioral or academic problems. Rotation evaluations that are graded unsatisfactory must be repeated before advancement to the next year level of training. Rotation evaluations graded as marginal will be repeated at the discretion of the Program Director. Regarding failed rotations, elective time may be used for "making up rotations" at the discretion of the Program Director and only if significant, extenuating circumstances are present.

XI.

Failure to complete training requirements satisfactorily or breach of the Rules and Policies of the Hospital and Residency Program may subject Resident to non-promotion, probation, suspension, dismissal or termination from the training program as deemed necessary and proper by the Residency Program and as outlined in the Residency Policies and Procedures and/or the SSMHC of OK policies and procedures. If the residency program decides not to renew the residency agreement with the resident, the residency program will provide the resident with a written notice of intent not to renew the resident's agreement no later than four months prior to the end of the resident's current agreement. However, if the primary reason(s) for the non-renewal occurs within the four months prior to the end of the agreement, the Residency Program will provide the resident with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the agreement. In addition, if Resident is failing to satisfactorily pursue the Residency and Hospital's educational and clinical program, the Program Director shall provide the Resident with written notice that the Resident will be placed on probationary status. Thereafter, if the identified deficiencies are not corrected, the Hospital may terminate its relationship with the Resident.

XII.

That if the Resident if by action or inaction commits or allows to occur any action or course of action, which the Hospital reasonably believes involved moral turpitude or is contrary to the interests, patient care, or general welfare of the Hospital, patients, employees and visitors, the Hospital may terminate the Resident's service without prior notice, and the Resident will not be issued another AOA Resident Contract for a program approved by the AOA for a period of one year from the date of termination, unless sooner exonerated. Furthermore, Hospital may terminate this agreement immediately if Resident is convicted of a felony or a misdemeanor involving moral turpitude; or if Resident becomes physically, mentally or emotionally impaired.

XIII.

In the event a Resident has a grievance defined as a complaint concerning any interpretation or application of rights under the Residency Training Agreement, or an allegation of wrongful administration actions resulting in disciplinary restrictions, non-promotion, suspension, or dismissal and termination of Residency Training Agreement, Resident agrees to abide by the procedures of the grievance and/or appeals process outlined in the Residency Policies and Procedures.

XIV.

In the event of a breach or unilateral termination of this contract by either party, or of the termination of this agreement by written release by mutual consent, the Residency Program and the Resident shall immediately notify the Council on Postdoctoral Training of the AOA and/or ABFM in writing. If the Resident unilaterally terminates this contract in order to participate in a program which does not have AOA approval, the Resident, as a result, may be denied access to the AOA training approval process thereafter.

XV.

This contract incorporates by reference "Residency Training Requirements of the American Osteopathic Association" to the extent that the "Residency Training Requirements of the American Osteopathic Association" relate to the obligations of the parties hereto and do not conflict with the terms of this contract.

XVI.

Once the Resident has satisfactorily completed the Residency Education Training Program as outlined by the AOA and/or ACGME, and with accordance to the Residency's Policies and Procedures Manual, the Resident will be presented with a Certificate signifying the successful completion of Residency.

XVII.

If the Resident changes specialty areas, the Resident may be allowed to start another AOA-approved program without regard to the one-year limitation in section XII.

XVIII.

If the Institution loses its approval for resident training during the period of this contract, on the effective date of loss of such approval, the Resident shall have the option to be released from this contract and shall not be prohibited from immediately entering another Institution approved by the AOA and/or ACGME for residency training. Also, effective on the date of loss of approval, the Institution shall terminate the residency training program, at which time the Resident shall be granted credit for that portion of the residency completed and released there from. If the Sponsoring Institution intends to reduce the size of a program or close a residency program, the Sponsoring Institution must inform the residents as early as possible; and, in the event of such a reduction or closure, the Sponsoring Institution must either allow residents already in the program to complete their education or ensure the residents are successfully enrolled in an accredited program in which they can continue their education.

XIX.

This AGREEMENT is personal to Resident and may not be assigned by Resident. Resident is granted no other or greater powers to act on behalf of Hospital than is set out herein. Resident has no authority to bind the credit of Hospital, nor to enter into contracts on Hospital's behalf.

XX.

"Exclusion from State and Federal Health Care Programs. Resident represents and warrants to Hospital that Resident is not excluded from participation in any federal health care programs, as defined under 42.U.S.C.' 1320a-7b(f), or any form of state Medicaid program, and to Resident's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Resident agrees to notify Hospital of the commencement of any such exclusion or investigation within seven (7) business days of Resident's first learning of it. Hospital shall have the right to immediately terminate this Agreement upon learning of any such exclusion and shall be kept apprised by Resident of the status of any such investigation."

XXI.

This AGREEMENT is binding upon the parties, their heirs, personal representatives, successors and assigns. This agreement constitutes the sole and only agreement between the parties and is not modified by any other agreements, either oral or in writing. This agreement is entered into the County of Oklahoma, Oklahoma, and is governed in all respects by the laws of the State of Oklahoma. This agreement may only be amended or modified in writing, signed by the parties hereto.

XXII.

"Equal Employment Opportunity. Hospital is an equal opportunity employer. As part of its affirmative action policies and obligations, Hospital is subject to and will comply with the provisions governing federal contractors as set forth in 41 CFR 60-1.4(a), 41 CFR 60-741.5(a) and 41 CFR 60-250.5(a), and these regulations are hereby incorporated into this contract by reference."

SSM HEALTH CARE OF OKLAHOMA, INC.,
owning and operating ST. ANTHONY HOSPITAL

BY: _____
Joe Hodges, President

DATE: _____

Resident: _____
Resident's Name
DATE: _____

Written Release by Mutual Consent

(This proviso to be filled in only in the case of a Written Release by Mutual Consent.)

The parties hereby mutually consent to the release of their contractual obligations, as of the

_____ day of _____, 20 ____.

(resident name)

SSM Healthcare of Oklahoma Inc.,
Owning and Operating St. Anthony Hospital

(Witness)

EXHIBIT "A"
BENEFITS SCHEDULE

During the term of this Agreement, Resident shall be entitled to participate in all benefits normally afforded to full-time employees of the Hospital to include: health insurance, dental insurance, life insurance, accidental death and dismemberment insurance, long term disability insurance, employee retirement plan, access to tax sheltered annuity plan. In lieu of the hospital PTO policy the resident will receive Two-Hundred and eight (208) hours of paid time off (PTO) to include vacation, sick leave, CME, and national holidays. Unused PTO will not carry over to the following year or be paid out upon completion of the terminal year. If Resident resigns or is terminated, PTO will not be paid out. Resident shall also be credited with one week per year for extended illness to be used as outlined in the SSMHC employee handbook. Resident shall be due any other benefits which Hospital chooses to offer to employees of the same employee class during the term of this Agreement. For more detailed information on these benefits, please refer to the St. Anthony Hospital Employee Handbook.

Resident shall be provided the following benefits:

- 1) Hospital will provide Resident with Medical Malpractice Insurance or self insurance with a limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate of all claims.
- 2) Professional Associations and Dues to include:
 - American Osteopathic Association/American Medical Association
 - Oklahoma Osteopathic Association/Oklahoma State Medical Association
 - State Medical License
 - OBNDD License
 - DEA License
- 3) Hospital shall pay Resident a lump sum of \$1200 (twelve hundred dollars) per annum to cover the cost of meals while on service.
- 4) Hospital shall pay for three monogrammed clinical lab coats and shall pay for having the coats professionally dry-cleaned as needed.
- 5) Hospital shall make available access to confidential counseling, medical, and psychological support services.
- 6) Hospital shall pay for parking fees.
- 7) Hospital shall pay a CME allowance of \$1300 (thirteen hundred dollars in lump sum which may be used for the purchase of books, COMLEX III exams, USMLE Step III exams, PDA software, board certification, CME and costs associated with any and all required meetings for the residents training program, this includes but is not limited to conference registration fee, airfare, hotel, transportation, parking and meals.

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