

GRADUATE MEDICAL EDUCATION PROGRAM AGREEMENT - RESIDENT

This Graduate Medical Education Program Agreement (“**Agreement**”) is entered into March 22, 2024 (“**Effective Date**”), by and between Mercy Health – St. Vincent Medical Center LLC d/b/a Mercy St. Vincent Medical Center (“**Hospital**”) located at 2213 Cherry Street, Toledo, OH 43608, and _____ (“**Resident**”), an individual residing at _____.

RECITALS

WHEREAS, Hospital is an acute care hospital affiliated with Bon Secours Mercy Health; and

WHEREAS, Hospital was organized and is operated to provide comprehensive inpatient and outpatient health care services in furtherance of its mission and, in effecting these purposes, it has established a department for the administration and oversight of Graduate Medical Education (“**Academic Affairs**”, “**Department of Medical Education**” or “**Department**”). In doing so, Hospital has been approved to be the sponsoring institution for several residency programs, each of which is accredited by the Accreditation Council for Graduate Medical Education (“**ACGME**”), by the Council on Podiatric Medical Education (“**CPME**”), or by the Commission on Dental Accreditation (“**CODA**”), as applicable (collectively, “**Accrediting Agency**”); and

WHEREAS, Resident has graduated from an accredited medical/dental school in the United States or Canada, or has graduated from a medical school outside the United States and Canada but otherwise meets eligibility requirements to enter a residency program in the United States; and

WHEREAS, Hospital desires to appoint Resident to its -year Residency Program (“**Program**”) as a postgraduate year (“**PGY**”) , and Resident desires to accept that appointment, according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements in this Agreement and other valuable consideration, the parties agree as follows:

1. APPOINTMENT

1.1 Commencement Date. Subject to the conditions of appointment in this Agreement, Resident shall be appointed as a PGY in the Program commencing July 1, 2024 (“**Commencement Date**”). Appointment to subsequent years will be dependent upon satisfactory progress in education and satisfactory performance of all duties as determined in Hospital’s sole discretion.

1.2 Term. Except as otherwise provided in this Agreement, the term of this Agreement shall be for 12 months from the Commencement Date terminating on the 30th day of June, 2025, unless terminated earlier in accordance with this Agreement (“**Term**”).

1.3 Eligibility for Appointment. As a condition precedent to Resident's appointment to the Program, Resident shall provide Hospital with the following documentation, all of which shall be fully completed to Hospital's satisfaction prior to the Commencement Date:

- (a) A completed residency application.
- (b) Primary source verification demonstrating that Resident graduated from: i) an appropriately accredited medical school in the United States or Canada; ii) an AOA-accredited college of osteopathic medicine in the United States; iii) an appropriately accredited dental school in the United States or Canada; or iv) a medical school outside of the United States and Canada, provided that Resident also meets all additional Accrediting Agency qualifications (e.g., currently-valid Educational Commission for Foreign Medical Graduates ("ECFMG") certificate, etc.).
- (c) An original Dean's letter from the medical school or college from which Resident graduated, if not already provided with application.
- (d) A minimum of two (2) letters of reference from practicing physicians, as required by the program if required by program.
- (e) Acceptable documentation under Applicable Law verifying identity and employment eligibility in the United States.
- (f) Primary source verification of any prior Graduate Medical Education training.
- (g) A valid Ohio Training Certificate, a completed application with the State Medical Board of Ohio for an Ohio Training Certificate, or a copy of a permanent and unrestricted license to practice medicine in the State of Ohio.
- (h) Proof that Resident has passed the required USMLE/COMLEX, PODIATRIC or Dental board examination(s) for the applicable PGY.
- (i) Any additional documentation required by Hospital or the Program for appointment/promotion of Resident to the applicable PGY.
- (j) Any additional information that Hospital or the Program may request in connection with Resident's credentials or eligibility, including but not limited to and as applicable proof of successful completion of any prior postgraduate year(s).

Notwithstanding anything in this Agreement to the contrary, if Resident fails to timely provide Hospital with all the documentation required in this Section, or fails to fully and accurately complete any of that documentation to Hospital's satisfaction, Hospital may declare this Agreement null and void, and Resident shall have no rights under this Agreement.

1.4 Translation. For any documentation required by Section 1.3 that is not printed in English, Resident shall obtain an original English translation performed by a qualified and

professional translator, which translation shall be accompanied by an affidavit of accuracy acceptable to Hospital.

1.5 Appointment-Related Screenings. As a condition precedent to providing any medical services under this Agreement, Resident shall complete all screenings required by Applicable Law and Hospital and/or Department policy, including but not limited to: (a) a medical examination; (b) all required immunizations; (c) drug and alcohol testing; and (d) a criminal background check, which may include fingerprinting. Notwithstanding anything in this Agreement to the contrary, if the result of any of these screenings is not satisfactory to Hospital, it may declare this Agreement null and void, and Resident shall have no rights under this Agreement.

2. RESIDENT RESPONSIBILITIES

2.1 Orientation. If required as set forth in **Exhibit A**, Resident shall participate in orientation program(s) at Hospital prior to the Commencement Date.

2.2 Compliance with Policies and Applicable Law. When performing services under this Agreement, Resident shall fully comply with all the following: (a) all applicable federal, State, and local laws, ordinances, regulations, and rules (“**Applicable Law**”); (b) the Principles of Medical Ethics of the American Medical Association; (c) all applicable standards of The Joint Commission; (d) all applicable policies and procedures of Hospital, Department, the Program, and any facility in which Resident rotates under the Program; (e) Bon Secours Mercy Health’s Corporate Responsibility Program; and (f) the Principal Duties and Responsibilities listed in the Resident job description, which is attached as **Exhibit B**.

2.3 Patient Care; Nondiscrimination. When performing services under this Agreement, Resident shall: (a) fully comply with the generally accepted standard(s) of medical care for a Resident within his/her scope of practice; (b) provide that care to the fullest extent of Resident’s ability; and (c) not discriminate among patients on the basis of race, color, national origin, religion, gender, age, disability or other form of discrimination prohibited by Applicable Law.

2.4 Commitment to Excellence and Teamwork. Resident shall be committed to excellence in clinical care and medical education, and demonstrate caring, people oriented, and team-building abilities while at all times serving as an advocate for Hospital.

2.5 Maintain Qualifications. When Resident is performing services under this Agreement, Resident shall obtain and maintain all the following: (a) a valid Ohio Training Certificate (or valid acknowledgement letter from the State Medical/Dental Board of Ohio) or a valid permanent and unrestricted license to practice medicine in the State of Ohio; (b) a valid and unrestricted Drug Enforcement Administration number and (c) a valid resident provider number for the Medicare program and for the Ohio Medicaid program. If, at any time during the Term of this Agreement, Resident no longer maintains one or more of these qualifications, Resident shall immediately notify Hospital.

2.6 Authorization for Disclosure. Resident agrees to cooperate in good faith to provide any authorization necessary for Hospital to obtain from, and provide to, all proper parties all

information required or permitted by Applicable Law and/or by any applicable accreditation body as a result of this Agreement.

2.7 Tobacco-Free. All Bon Secours Mercy Health facilities are tobacco-free. Resident shall not use any tobacco products of any kind at any facility owned or operated by any Bon Secours Mercy Health entity.

2.8 Medical Records. Resident shall prepare records documenting any medical care he/she performs under this Agreement in a timely, complete, and accurate manner in accordance with all applicable policies, accrediting or licensing agency requirements, and Applicable Law. All medical records, including but not limited to charts, reports and similar information and documents, prepared by Resident in furtherance of his/her services under this Agreement at a Bon Secours Mercy Health facility are property of that Bon Secours Mercy Health facility and shall be under the exclusive control of that facility and may not be removed from that facility without its prior written consent.

2.9 HIPAA. During the Term of this Agreement, Resident will obtain or be provided access to protected health information (“**PHI**”), as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as may be amended and any applicable implementing regulations (“**HIPAA**”). Resident shall not use or disclose PHI or any other information in a manner that would violate HIPAA or other Applicable Law, and shall use appropriate safeguards to prevent unauthorized use and disclosure. Resident shall promptly report to Hospital any use or disclosure of PHI not provided for by this Agreement or in violation of Applicable Law of which Resident becomes aware. This Section shall survive termination of this Agreement.

2.10 Non-Disclosure of Confidential Information. Resident acknowledges his/her continuing obligations to hold confidential such information as described in this Section. In the course of this Agreement, Resident may have access to certain information of Hospital and its Bon Secours Mercy Health affiliates which information is not generally public knowledge. Such information may include, without limitation, financial information, business methods and practices, business and marketing plans, symbols, trademarks, trade names, service marks, copyrights, designs, agreements, procedures and other information (collectively, the “**Confidential Information**”). During the term of this Agreement and thereafter, Resident shall hold all Confidential Information in the strictest of confidence as a fiduciary, and shall not, voluntarily or involuntarily, use, sell, transfer, publish, disclose, or otherwise make available to others any portion of the Confidential Information or related materials without the prior written consent of Hospital. Resident shall not transfer (including, but not limited to electronic transfer) or remove Confidential Information from Hospital premises without its prior written consent. Upon termination of this Agreement for any reason, Resident shall return to Hospital all documents or files containing Confidential Information without making or retaining copies. This Section shall survive termination of this Agreement.

3. HOSPITAL RESPONSIBILITIES

3.1 Financial Support and Benefits. For Services performed under this Agreement, Hospital shall pay a stipend and benefits to Resident as set forth in this Agreement.

3.2 Education and Support Services.

- (a) *Supervision; Facilities.* Hospital and/or the Program shall provide, or make arrangements to provide, Resident with: (i) a qualified Program Director and other qualified faculty to supervise Resident's education and clinical activities; and (ii) appropriate support staff and facilities necessary for Resident to perform services under this Agreement.
- (b) *Orientation.* Hospital and/or the Program shall orient Resident to the applicable facilities, policies, and procedures of Hospital, Department, and Program, including Program requirements.
- (c) *Educational Programming.* Hospital and/or the Program shall provide Resident with educational programs including but not necessarily limited to: physician impairment, sleep deprivation, fatigue, substance abuse, sexual harassment / harassment, and any topics required by the Accrediting Agency, and/or the Program specialty college standards. Resident's completion of these educational programs is mandatory.
- (d) *Support Services.* Hospital shall maintain an environment conducive to the health and well-being of Resident, and Hospital shall make available to Resident the resources of its confidential Employee Assistance Program, as needed.

3.3 Due Process. Hospital shall provide due process to Resident in accordance with Department policy. Resident acknowledges receipt of the current Department due process policy, which may be amended from time to time, and is available electronically on Hospital's portal.

3.4 Grievance. Hospital shall provide a procedure for the initiation and review of a grievance by Resident, without fear of reprisal, in accordance with Department policy. Resident acknowledges receipt of the current Department grievance policy, which may be amended from time to time, is and available electronically on Hospital's portal.

3.5 Effect of Leave. Program shall provide timely notice of the effect of leave(s) on Resident's ability to satisfy the requirements for Program completion.

3.6 Specialty Board Examination. Program shall furnish to Resident information related to eligibility requirements for specialty board examination, as applicable.

4. CLINICAL AND EDUCATIONAL WORK HOURS; MOONLIGHTING

4.1 Clinical and Education Hours. Resident shall perform all duties pursuant to this Agreement during such hours as the Program may direct in accordance with Department and Program policies, and with Accrediting Agency standards. Resident is required to timely and accurately document all clinical and education hours including internal or external moonlighting hours.

4.2 Moonlighting. Residents are not required to engage in moonlighting. Residents shall not moonlight or engage in other professional activities outside the Program, except in accordance with Program policy and the Program Director's prior approval. Moonlighting and other professional activities outside the Program are not covered under Hospital's professional liability insurance coverage.

5. FINANCIAL SUPPORT AND BENEFITS

5.1 Salary. Hospital shall pay Resident at the rate of \$65,650.00 per year, less applicable taxes and withholdings by Hospital, payable in 26 equal payments per Hospital's standard payroll practices. Notwithstanding anything in this Agreement to the contrary, Resident shall not bill any patient or third party for any services provided under this Agreement, and Resident shall not accept from any source (other than Hospital per this Agreement) any remuneration of any kind for services provided under this Agreement.

5.2 Benefits. Resident is entitled to those benefits made available by Hospital. The current list of benefits is attached as Exhibit C.

5.2.1 *Leave of Absence Benefits*. Compliant with ACGME institutional requirements, the hospital will: (i) provide residents/fellows with a minimum of six weeks of approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once, at any time, during their sponsored program, starting the day the resident/fellow is required to report; (ii) provide the equivalent of 100 percent of resident/fellow's salary for the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken; (iii) provide resident/fellow with a minimum of one week of paid time off reserved for use outside of the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence; (iv) ensure continuation of health and disability insurance benefits for resident/fellow and their eligible dependents during any approved medical, parental, or caregiver leave(s) of absence; and (v) provide resident/fellow with the policy and process for submitting and approving requests for leaves of absence.

5.2.2 *Termination of Benefits*. To the extent made available by Hospital, the following benefits shall terminate on the last day of the last month of the Term of this Agreement: life insurance; accidental death and dismemberment insurance; short-term disability insurance; and long-term disability insurance. Some conversion privileges may be available to Resident at the time of termination. Questions should be directed to Hospital's Human Resources department.

5.2.3 *Modification or Discontinuation of Benefits*. Hospital reserves the right to modify or discontinue the benefits set forth under this Agreement at any time; provided, however, that any such change shall only be made on a prospective basis and shall be uniformly applicable to all residents in the Program. Hospital shall advise Resident of any such change in writing prior to its effective date.

5.3 Living Quarters. Unless otherwise agreed, Resident shall be responsible for securing housing at his/her expense; provided, however, that Hospital shall provide, or make

arrangements for providing, Resident with sleeping quarters in accordance with applicable policy when Resident is assigned to be “on-call” under this Agreement.

5.4 Professional Liability Insurance. Hospital shall provide Resident with professional liability insurance coverage in such amounts and containing such terms and conditions as Hospital deems necessary and advisable, from time to time. Such coverage shall only extend during the Term and only for the actions and/or omissions of Resident within the course and scope of his/her performance under this Agreement; provided, however, Hospital agrees to provide “tail” coverage (to cover claims incurred, but not made, during the Term for such actions and/or omissions of Resident) with such carriers or self-insurance as Hospital may elect at its expense. This Section does not extend coverage to moonlighting or other professional activity outside the Program.

5.4.1 *Cooperation.* Resident agrees to fully cooperate with Hospital on any matter involving the evaluation of patient care or the review of an incident or allegation that may lead to any claim against Resident or Hospital. Resident further agrees to cooperate fully in the defense of any claim that may arise out of, or otherwise involve, the Resident’s performance under this Agreement.

5.4.2 *Legal Documents.* If Resident receives any summons, complaint, subpoena, or court document or filing of any kind relating to Resident’s performance under this Agreement, Resident agrees to immediately notify Hospital’s Risk Management department and submit all such documentation to that department.

5.5 Unemployment Compensation. Resident understands and agrees that Hospital identifies the Program as a residency. Eligibility for unemployment benefits will depend on applicable state law.

6. EVALUATION AND CONDITIONS FOR REAPPOINTMENT.

6.1 Evaluation. Program, by and through the Program Director and faculty, shall regularly evaluate the educational and professional progression of Resident through expected Program milestones in accordance with Accrediting Agency standards. The Program Director shall present to, and discuss with, Resident a written summary of the evaluation at least semi-annually during the Term.

6.2 Reappointment to Program. Upon consideration of the recommendation of the Program’s Clinical Competency Committee, the Program Director shall determine whether Resident will be promoted to the next PGY of the Program. That determination shall be made in accordance with Department policy, including but not limited to whether Resident has progressed through expected Program milestones in accordance with Accrediting Agency standards. Notwithstanding anything in this Agreement to the contrary, neither this Agreement nor Resident’s appointment to a Program constitutes an option to Resident to renew or extend this Agreement or appointment. Moreover, nothing in this Agreement shall be construed as a promise, consideration, or other commitment that Resident will be appointed or promoted to a Program for a period beyond the Term of this Agreement.

6.3 Non-Reappointment to Program. If the Program determines not to promote Resident to the next PGY of the Program, the Program shall attempt to provide Resident with at

least 4-months advance written notice of its determination; provided, however, that if the primary reason for its determination under this Section occurs within the 4-months prior to the end of this Agreement, the Program shall make reasonable efforts to provide Resident with as much advance written notice of its determination under the circumstances.

6.3.1 *Mandatory Reporting.* Hospital shall comply with all obligations imposed on it by Applicable Law to report instances in which: (a) Resident is not reappointed to the Program for grounds related to alleged mental or physical impairment, incompetence, malpractice, misconduct, or impairment of patient safety or welfare; or (b) this Agreement is terminated on such grounds.

6.4 Completion of Program. Upon verification by the Program Director that Resident has completed the Program consistent with all Accrediting Agency standards, Hospital shall furnish to Resident a Certificate of Completion of the Program.

7. TERMINATION

7.1 Immediate Termination. Notwithstanding anything in this Agreement or applicable policy to the contrary, Hospital may, in its sole discretion, immediately terminate Resident's appointment and this Agreement upon written notice to Resident for any of the following grounds: (a) Resident falsifies any information in any way connected with Resident's application to, or performance in, the Program; (b) Resident fails to fully comply with Applicable Law; (c) Resident fails to maintain all qualifications required under this Agreement; (d) Resident is disciplined by any professional licensing or specialty board; (e) Resident is sanctioned by or excluded from participating in Medicare, Medicaid, or any other federal or State health care program; (f) Resident is convicted of or has pled guilty or no contest to, or otherwise engages in activity that constitutes, any felony, any drug-related misdemeanor, any crime related to the provision of health care, or any crime involving moral turpitude; (g) Resident's action or omission threatens the health or safety of any patient, employee, or agent of Bon Secours Mercy Health, or adversely affects the licensure, tax exemption, or accreditation status of Hospital; (h) as provided for in this Agreement or an applicable policy of Hospital, Department, or the Program; or (i) as required by Applicable Law.

7.2 Closure; Reduction. If Resident's Program is reduced or closed during the Term, Hospital shall notify Resident as soon as possible in accordance with Department policy.

8. MISCELLANEOUS

8.1 Documentation. To the extent applicable, until the expiration of 6 years after the furnishing of services pursuant to this Agreement, Resident agrees to make available, upon written request of the U.S. Department of Health Human Services, the Secretary of Health and Human Services, the Comptroller General, any other applicable licensing or accrediting agency, or to any of their duly authorized representatives, this Agreement, and the books, documents and records of Resident that are necessary to certify the extent of any cost of the services furnished pursuant to this Agreement as required by any Applicable Law. Resident shall notify Hospital immediately of any request received for access to the information in this Section, and Resident shall consult with Hospital regarding the response to be made to the written request.

8.2 Absence of Sanctions. Resident represents to Hospital that Resident has not been sanctioned by or excluded from participation in any federal or State health care program, including Medicare and Medicaid. Resident agrees that if he/she should become the subject of an investigation relating to health care fraud, abuse, or misconduct, or should be sanctioned by or excluded from participation in any federal or State health care program, including Medicare and Medicaid, Resident shall immediately notify Hospital of such event.

8.3 Restrictive Covenant. Neither Hospital nor the Program shall require a Resident to sign a non-competition guarantee or restrictive covenant under this Agreement.

8.4 Notices. Any written notices required or permissible under this Agreement shall be deemed given when hand-delivered to the other party or when sent via certified mail, return receipt requested, to the other party at the above address.

8.5 Construction. This Agreement shall be construed under and governed by Ohio law without regard to any choice of law principles.

8.6 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

8.7 Severability. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its remaining terms.

8.8 Assignment. Resident shall neither assign nor subcontract any portion of this Agreement without written consent of Hospital, which it may withhold in its sole discretion.

8.9 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than Resident.

8.10 Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the subject matters contained in it and supersedes all prior agreements relating to those subject matters. This Agreement may be amended only by a written instrument executed by both parties. This agreement is binding upon signature of both parties.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have signed or caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

RESIDENT

HOSPITAL

[Name]

President, Jeffrey A. Dempsey

Date

Date

Randall Schlievert, MD, FAAP
Vice President, Academic Affairs
Designated Institutional Official

Date

SAMPLE

Orientation

TO BE COMPLETED BY HOSPITAL

Please select only one of the following boxes:

- Resident is required to participate in orientation program(s) at Hospital beginning on June 13, 2024, or another date confirmed in writing by Hospital and ending as of the Commencement Date (“**Orientation Period**”). As a result:
- The Term set forth in Section 1.2 of the Graduate Medical Education Program Agreement shall be extended to include this Orientation Period; and
 - Hospital also shall pay Resident for his/her participation in the Orientation Period at the rate set forth in Section 5.1 of this Agreement, as prorated for the Orientation Period in the amount of \$ 30.60/hr, less applicable taxes and withholdings by Hospital, and payable per Hospital’s standard payroll practices.
- Resident is not participating in any orientation program(s) at Hospital prior to the Commencement Date. As a result, the Term set forth in Section 1.2 of this Agreement remains unchanged.

Resident Job Description

Bon Secours Mercy Health			
<i>Job Title: Resident</i>			
Department: <u>Medical Education</u>	Entity: <u>Mercy Health Partners</u>	Date: <u>10/82</u>	
Reports To: <u>Program Director</u>	FLSA Status: <u>Exempt</u>	Date Last Revision: <u>2/2021</u>	
GENERAL SUMMARY:			
<p>The Resident’s duties involve principally learning and service assignments in keeping with the mandates of the Residency review Committee of the ACGME. These are inexplicably entwined in order to ensure economies of scale, contemporaneous learning and skill acquisition as a member of the team providing care to the patient.</p>			
KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:			
<ol style="list-style-type: none"> 1. Must be a graduate from an accredited college of Allopathic, Osteopathic or Podiatric Medicine 2. If a graduate from an International Medical school, must have a current and valid ECFMG Certificate. 			
WORKING CONDITIONS:			
<ol style="list-style-type: none"> 1. Works in patient care environment where there is frequent exposure to communicable diseases, biohazardous waste/materials and offensive odors. 2. Prolonged standing, walking, stooping/bending, along with lifting, turning and positioning of patients. 3. Frequent and prolonged exposure to excessive noise due to unit activity. 			
LEADERSHIP RESPONSIBILITY:			
<ol style="list-style-type: none"> 1. None. 			
APPROVALS:			
Department Head/ Administrator (Name): _____	Title: _____	Date: _____	
Vice President (Name): _____	Title: _____	Date: _____	
Human Resources (Name): _____	Title: _____	Date: _____	

<i>Job Title: Resident</i>		
Section One: Key Job Duties, Responsibilities and Project		
	Principal Duties and Responsibilities	Comments
1.	Obey and adhere to all of the Hospital’s policies, procedures, rules and regulations; the Department of Medical Education’s Policies and Procedure manual for interns, residents; the Medical Staff bylaw; and the Ethical and Religious Directives for Catholic Health Care Services. A copy of the Hospital’s policy and procedure manual is also available in the Department of Medical Education for the Resident’s review.	
2.	Adhere to all of the Program’s policies, procedures, rules and regulations.	
3.	Adhere to all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by the JCAHO, the ACGME, the RRC, the CPME and any other relevant accrediting, certifying, or licensing organization.	
4.	Participate fully in the education and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director, attend all required education conferences, assume responsibility for teaching and supervising other residents and students, and participate in assigned Hospital and Medical Staff committee activities.	
5.	Acquire and maintain Advanced Cardiac Life Support (ACLS) Certification, Pediatric Advance Life Support (PALS) Certification and Advance Trauma Life Support (ATLS) Certification, Neonatal Resuscitation Program (NRP) Certification, Advance Life Support, Obstetrics (ALSO) Certification, as required by residency program.	
6.	Provide clinical services within appropriate professional standards; Commensurate with his/her level of advancement and responsibilities; Under appropriate supervision: At a site specifically approved by the Program; and Under circumstances and at locations covered by the professional liability insurance maintained for the Resident in accordance with section 5.4 of Resident agreement.	
7.	Develop and follow a personal program of self-study and professional growth under guidance of the Program’s teaching faculty.	
8.	Acquire an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine and GME training.	
9.	Fully cooperate with the Program and Hospital in coordinating and completing RRC and ACGME accreditation submissions and activities, including the legible and timely completion of patient medical records, charts, reports, time cards, statistical operative and procedure log, faculty and program evaluations, and other documentation required by the RRC, ACGME, CPME Hospital, or the Program.	
10.	Apply cost-containment measures in the provision of patient care.	
11.	Return, at the time of the expiration or in the event of termination of the Resident’s Agreement, all Hospital property, including but not limited to books, equipment, paper, and uniforms; complete all necessary records; and settle all professional and financial obligations.	
12.	Report immediately (a) to the Hospital’s Risk Manager any inquiry by any private or government attorney or investigator, (b) to the Public Relations Department any inquiry by any member of the press in accordance with Hospital policy (PR-001). The Resident agrees not to communicate with inquiring attorney or investigator or any members of the press except merely to refer such attorneys and investigators to the Hospital’s Risk Manager and to refer the press to the Hospital’s Public Relations Department.	

EXHIBIT B

Section One: Key Job Duties, Responsibilities and Project		
Principal Duties and Responsibilities	Performance Level 1 2 3 4 N/A	Comments
13. Cooperate fully with all Hospital and Department surveys, reviews, and quality assurance and credentialing activities.		
14. Cooperate fully with Hospital administration, including but not limited to the Departments of Nursing, Professional Services, Financial Services, and Social Services in connection with the evaluation and discharge and post-hospital care for Hospital patients.		
15. Adheres to the standards and policies of the Corporate Responsibility Program, including the duty to comply with applicable laws and regulations, and reporting to designated Manager (or employer hotline) any suspected unethical, fraudulent, or unlawful acts or practices.		
16. Use his/her best efforts to provide safe, effective, and compassionate patient care and present at all times a courteous and respectful attitude towards all patients, colleagues, employees and visitors at the Hospital and other facilities and rotation sites to which the Resident is assigned.		
17. * Is responsible for all other duties as assigned		
Projects and Special Objectives (and Criteria, if used)		
1= Does Not Meet Expectations 2= Meets Expectations, Needs Some Improvement 3= Consistently Meets Expectations 4= Exceeds Expectations		

MHP37/RESIDENT



Benefits Overview

All our associates are Called to Be Well, Grow and Prosper. To help, Bon Secours Mercy Health provides comprehensive benefits programs.



HEALTH & WELFARE ELIGIBILITY

Eligibility

- Full-Time (30 hrs/week)
- Part-Time (15 hrs/week)

Waiting Period

- Medical, Dental, Vision, Life and Short- and Long-Term Disability – Effective date of hire



MEDICAL PLAN OPTIONS

All associates will be offered a choice of three medical plans depending on where they live:

- Plus, Flex and HDHP plans if home ZIP Code is within 50 miles of a Bon Secours Mercy Health facility (within footprint), or
- Flex, Extended and HDHP plans if home ZIP Code is outside the Bon Secours Mercy Health footprint.

	Plus	Flex		Extended		HDHP	
	Plus Network (BSMH Providers & Partners)	Tier 1 (BSMH Providers)	Tier 2	UHC Choice Plus Network	Out of Network	Tier 1 (BSMH Providers)	Tier 2
Deductible (single/family)	\$1,000/\$2,000	\$1,500/\$3,000	\$2,500/\$5,000	\$1,500/\$3,000	\$5,500/\$11,000	\$1,750 Individual Plan \$3,200/\$3,500 Family Plan	\$2,500 Individual Plan \$3,200/\$5,000 Family Plan
Coinsurance	10% BSMH/ 20% Other facilities	10%	30%	20%	60%	20%	30%
Out-of-Pocket Max (single/family)	\$2,000/\$4,000	\$3,000/\$6,000	\$5,500/\$11,000	\$3,000/\$6,000	unlimited	\$3,500/\$7,000	\$5,000/\$10,000
PCP/Specialty/ Urgent Care Visit	\$15.90/\$38/\$40	\$15.90/\$38 \$40	\$37/\$79/\$60	\$25/\$50/\$50	\$60/\$100/\$80	20%	30%
Emergency Room (True Emergency)	\$159 copy then 10%	\$159 copy then 10%		\$200 copy then 10%		20%	20%
To find a network provider, go to UMr.com/bsmh or contact Rightway at 833-689-0542 An out-of-network benefit (Tier 3) is available for the Flex and HDHP Plans.							



PRESCRIPTION DRUGS

	30-day Supply	90-day Supply
Tier 1: Low-cost generic and low-cost brand name drugs	\$10 Harness Health pharmacy \$15 MedImpact retail pharmacy	\$10.60 Harness Health Home Delivery Pharmacy \$25 Harness Health on-site Pharmacy
Tier 2: High-cost generic drugs	Greater of \$30 or 20%, up to \$100	Greater of \$80 or 20%, up to \$250
Tier 3: Preferred brand name drugs	Greater of \$30 or 20%, up to \$100	Greater of \$80 or 20%, up to \$250
Tier 4: Non-Preferred brand name drugs	Greater of \$50 or 30%, up to \$150	Greater of \$130 or 30%, up to \$375

Specialty Drugs -- Different copay and coinsurance amounts apply.

*Harness Health Pharmacy is our ministry owned pharmacy

Called to **BE WELL**

BON SECOURS MERCY HEALTH



DENTAL OPTIONS

	Core No Orthodontia		Core Plus With Orthodontia		Enhanced With Orthodontia	
	PPO	Premier/Out of Network	PPO	Premier/Out of Network	PPO	Premier/Out of Network
Deductible	\$50/\$150		\$50/\$150		\$25/\$75	\$50/\$150
Annual Max/Ortho Lifetime Max	\$1,000/Not Covered		\$1,500/\$1,500		\$2,500/\$2,000	\$1,500/\$2,000
Preventive/Basic Care	0%/20%	10%/30%	0%/20%	10%/30%	0%/10%	0%/20%
Major/Ortho Care	50%/NC	60%/NC	50%/50%	60%/50%	40%/50%	50%/50%



VISION OPTIONS

	Core In-Network	Enhanced In-Network	Out-of-Network Available Allowance
Eye Exam/Lenses <i>(once every calendar year)</i>	\$15/\$25 copay	\$10/\$20 copay	Up to \$40/\$40-80 <i>(depending on type of lenses)</i>
Frames/Contacts	\$150/\$130 allowance <i>(frames every other calendar year)</i>	\$225 allowance	Up to \$45/Up to \$130



FLEXIBLE SPENDING ACCOUNTS

- Healthcare – Up to \$3,050 annually, with \$610 carryover
- Dependent Care – Up to \$5,000 annually



HEALTH SAVINGS ACCOUNT

- For those who enroll in the HDHP
 - \$4,150 for individual
 - \$8,300 for family



LIFE INSURANCE (INCLUDES ACCIDENTAL DEATH & DISMEMBERMENT COVERAGE)

- Basic coverage (employer paid) – 1x base annual earnings
- Supplemental coverage – Additional 1 to 6x basic annual earnings; proof of good health required for coverage over 2x
- Maximum Basic and Supplemental Life combined – \$2.5 million
- Spouse coverage – \$10,000 increments to \$100,000 maximum; proof of good health required for coverage over \$30,000
- Dependent Child Life – \$5,000 to \$15,000 in \$5,000 increments



EMPLOYER PAID DISABILITY INSURANCE

Short-Term Disability – 100% benefit for 1st 13 weeks, 80% remaining 13 weeks

Long-Term Disability – Full-Time associates only (30+ hours) – 60% of monthly earnings up to \$15,000

Called to **BE WELL**

BON SECOURS MERCY HEALTH



RETIREMENT SAVINGS PLAN (DEFINED CONTRIBUTION PROGRAM THROUGH FIDELITY INVESTMENTS)

- All associates may contribute upon hire
 - Pretax and Roth deferrals up to IRS limit
- Ministry Contributions:
 - In order to receive Ministry contributions, you must work 1,000 hours in the year and be employed on 12/31
 - Core, a Non-Elective Contribution of \$1,500 (pro-rated for less than 2,080 hours of service). Associates are eligible for Core on Jan. 1 or July 1 after 6 months of service
 - Match Contribution – The Ministry will match 50% of an associate’s contribution up to the first 4% of eligible earnings. Associates are immediately eligible upon hire
 - Retirement Shared Success Contribution (Discretionary) – 0%-3% of eligible earnings (2% target). Associates are eligible for RSS on Jan. 1 or July 1 after 6 months of service
 - All Ministry contributions are contributed to associate accounts on an annual basis during the 1st quarter of the following year



WELL-BEING – Programs to improve well-being mind, body and spirit through Health Coaching, challenges and activities all while earning contributions to an HRA, HSA or LSA (see chart below) and qualifying for lower cost Healthy Choices medical plan premiums if you are tobacco free.

	Associate	Associate + Children	Associate + Spouse
HRA	\$600	\$1,200	\$600 each for associate and spouse
HSA	\$450	\$900	\$450 each for associate and spouse
LSA	\$300	\$600	\$300 each for associate and spouse



WORK/LIFE SERVICES – Help to face life’s challenges – Access mental health resources, tips on relationships, legal advice, and convenience services 24/7.



OPTIONAL BENEFITS – Critical Illness, Accident, Whole Life, Hospital Indemnity, Identity Protection, Legal, Pet, Home/Auto, Travel Insurance and more.



PAID PARENTAL TIME OFF - Continuous leave up to 8 weeks paid at 100% of budgeted hours, includes both birth and non birth parents for the birth of a child or placement for adoption. Associates must have 90 days of benefit eligible service in their current Part Time/Full time position at the date of birth or placement for adoption to be eligible for this benefit.

PAID CAREGIVER LEAVE - Continuous leave up to 6 weeks paid at 100% of budgeted hours to care for a parent, child or spouse with a serious health condition.

OTHER BENEFITS – Tuition Assistance and Reimbursement, Student Loan Optimization and Adoption Assistance.

For Additional Information

Contact the Associate Services Center at 877-692-7780.

This benefit overview is provided as a summary of associate benefits. Additional conditions and requirements may exist to be eligible to receive the benefits outlined in this summary. Please carefully read the specific plan summary you will be provided to ensure that you meet the conditions and requirements to receive the benefits. While every effort has been made to provide accurate information, if there are any discrepancies between the information provided in this overview and the official Plan Documents, the Plan Documents will govern. Bon Secours Mercy Health can amend or terminate these plans at any time. Neither receipt of this overview nor participation in a Bon Secours Mercy Health benefit plan should be construed as a guarantee of employment.