

TRIHEALTH, INC. on behalf of [Bethesda or GSH]

Resident Contract

This Resident Contract ("Contract") is entered into effective this ____ day of ____, 2018 by and between [Bethesda or GSH] and _____, [M.D./D.O.] (hereinafter "Resident"). It is entered into for [Bethesda or GSH] by TriHealth, Inc. (hereinafter [Bethesda or GSH]) and TriHealth are collectively referred to as "TriHealth").

WITNESSETH THAT:

WHEREAS, TriHealth sponsors a residency in the specialty of _____(the "Residency Program"); and

WHEREAS, Resident wishes to participate in the Residency Program at The Good Samaritan Hospital of Cincinnati, Ohio and/or Bethesda Hospital, Inc., as applicable (the "Hospital").

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, it is understood and agreed between the parties hereto as follows:

1. Resident agrees to participate in the Residency Program as a Post Graduate [redacted] for a term beginning on [redacted] and terminating on [redacted] (the "Term"). In compliance with U.S. federal laws, it is a condition of this Contract that the Resident shall be eligible and authorized to work in the United States as of the first day of the Term specified above and that, no later than the first day of the Term specified above, the Resident shall properly complete the employment eligibility verification paperwork required under such laws. In further compliance with U.S. federal laws, it is also a condition of this Contract that, within three (3) business days from the first day of the Term specified above, the Resident shall present to TriHealth documentation that establishes the Resident's identity and employment authorization in the U.S. It is understood and agreed that although the Residency Program comprises ____years of training, this Contract and the appointment hereunder is only for the Term as specified above and TriHealth shall have no obligation to neither renew this Contract nor enter into a new contract with Resident for any additional term of appointment and training pursuant to its Residency Program.
2. Re-appointment and promotion decisions for each successive year or residency experience shall be completed prior to March 1. However, if the primary reason(s) for the non-renewal occur(s) within the four months prior to the end of the Term, TriHealth must provide Resident with as much written notice of its intent not to renew as the circumstances will reasonably allow, prior to the end of the Term, as indicated in policy # 5097-1015 in the *GME Manual* (as defined below). Resident has the ability to implement a grievance procedure, as outlined in the *House Staff Manual* (as defined below), if not re-appointed or not promoted.
3. Due process and grievance resolution is afforded through the Residency Program and will be provided in accordance with the grievance procedure outlined in the *House Staff Manual* should differences arise between the Resident and TriHealth which could result in dismissal, non-renewal of Contract, or other actions that could significantly threaten Resident's intended career development, including without limitation, complaints of sexual harassment or exploitation. (For details of TriHealth's policy regarding harassment, see the "Harassment

Free/Diversity Inclusive Workplace” section of the *House Staff Manual*.) It is understood that, outside of the Residency Program, Resident has no clinical privileges or appointment to the Medical/Dental Staff of any TriHealth-affiliated hospital. Resident may apply for such privileges if he/she possesses the necessary qualifications of staff membership. All privileges associated with the Residency Program will terminate upon the termination, with or without cause, of this Contract. Resident acknowledges that termination of this Contract does not entitle Resident to recourse under the Medical/Dental Staff Bylaws, Policies and Procedures of TriHealth or any TriHealth-affiliated hospital.

4. Resident acknowledges he/she will be required to undergo a pre-employment physical that includes alcohol and drug screening (the “Physical”) which is conducted by a TriHealth-designated physician. Resident further acknowledges that this Contract is contingent upon Resident’s satisfactory completion of the Physical and TriHealth shall be without liability for any claims connected with the Physical. Resident further acknowledges that he/she may also be requested to submit to a drug and alcohol test if either his/her job performance is perceived to be impaired or if he/she is involved in an on-the-job accident. Positive test results could affect Resident’s eligibility for workers’ compensation benefits and could lead to disciplinary actions up to and including immediate termination of this Contract.
5. The activities of Resident in connection with the Residency Program shall consist of both patient care services and purely educational activities, as listed under Resident and Fellows Responsibilities policy # 5097-1014 in the *GME Manual*, for the purpose of completing Resident’s medical training. In consideration of the services to be rendered to TriHealth and Hospital by Resident as a Resident, TriHealth will pay Resident the sum of \$ per annum subject to withholding tax and FICA.
6. TriHealth shall provide malpractice insurance in such amounts as it shall deem appropriate, on a "claims made" basis. Such malpractice insurance shall cover the residency-related activities of Resident during the Term of the Contract. Upon termination of this Contract, TriHealth shall purchase "tail" coverage for such policy, at its sole expense. The malpractice insurance will include legal defense and protection against awards from claims reported or filed after the completion of the Residency Program if the alleged acts or omissions of Resident are within the scope of the Residency Program. The insurance does not cover activities related to Moonlighting (as defined below) or other, non-residency related activities. TriHealth shall provide Resident with pertinent information regarding this coverage.

Resident also agrees that:

- A. He/she will promptly forward to the Hospital Risk Manager copies of all documents giving notice of a potential or filed claim or suit against the Resident, the Hospital and/or TriHealth. Further, he/she will promptly notify Risk Manager of any circumstances which may give rise to a claim related to his/her services provided under this Agreement.
- B. He/she will cooperate fully with the Hospital and its counsel in defending any claims. Such cooperation, including the attendance at hearings, depositions, trials, conferences and the rendering of written reports, will be made at no expense to TriHealth or the Hospital.

- D. Residents will not be required to engage in an extracurricular remunerative experience (“Moonlighting”), as outlined under TriHealth’s Moonlighting Policy, policy # 5097-1011 in the *GME Manual*. Residents who have satisfactorily completed the first year of the Residency Program may, however, request authorization for participation in Moonlighting. The Program Director, under certain circumstances, may grant permission for Moonlighting. Resident must be in good standing in the Residency Program and permission for Moonlighting must be granted in writing and maintained in Resident’s personnel file. Resident’s performance will be monitored for the effects of Moonlighting and adverse effects may lead to withdrawal of permission for Moonlighting. Resident agrees that no additional remuneration for the rendering of professional services, other than under the agreed-upon compensation from TriHealth and participation in approved Moonlighting, will be allowed during the period of this Contract.
- E. He/she will return all TriHealth and Hospital property such as books and equipment, complete all records, and settle his or her professional and financial obligations (including without limitation, payment of all dietary bills or other amounts due and owing) to TriHealth before leaving the Residency Program. Resident agrees that any outstanding bills owed to TriHealth may be deducted from his/her final paycheck as a deduction at the end of each contract year.
- F. He/she acknowledges that this Contract is contingent upon evidence of successful completion of pre-requisite training, including, but not limited to, medical school diploma and when applicable, former residency program completion certificate, verification of previous educational experiences, a summative competency-based performance evaluation, and where applicable, current certification by the Education Commission for Foreign Medical Graduates.
- G. He/she agrees to comply with the duty hours policy # 5097-1009 in the *GME Policies and Procedures Manual* and all of its stipulations for the monitoring and reporting of said duty hours.
- H. If he/she claims ownership of any patents, rights in patent pending, patent claims, copyrights or other intellectual property which is the product of Resident’s research, such shall be disclosed in an addendum to this Contract. Any such intellectual property rights which arise during the Term from research performed by Resident in the course of his/her employment shall be the property of TriHealth. Resident agrees to cooperate with TriHealth in obtaining copyright registration, issuance of patents or other suitable protection from the United States or any foreign country with respect to any such intellectual property which is subject to the terms of this Contract. Resident agrees to inform the Program Director with respect to any such intellectual property. Any contract of TriHealth or the Hospital to support research and development with respect to such intellectual property shall be the subject of an amendment to this Contract, in the absence of which TriHealth and the Hospital shall have no obligation to Resident with respect to such intellectual property. Resident hereby assigns to TriHealth all patent, copyright and other intellectual property rights in any such intellectual property now existing or hereafter developed and agrees to execute any and all further assignments and other documents as may be necessary to effect the purposes of this Contract.
- I. In the event when billings are permissible and appropriate, all billings for professional services rendered to Hospital patients will be billed by Hospital or its billing agent. The proceeds of all such billings shall be retained by Hospital and/or TriHealth. Resident

agrees to cooperate in the preparation of all necessary documentation to substantiate such fees or billings. All billings and accounts receivable arising from the rendering of professional services by Resident pursuant to this Contract shall be and remain the property of Hospital and/or TriHealth. Resident shall be permitted to inspect Hospital billing records during reasonable business hours and upon reasonable request to Hospital.

- J. He/she will comply with those provisions of the law which affect reimbursement to Hospital and will cooperate fully with TriHealth and Hospital in Medicare/Medicaid audits and other reimbursement matters. Resident will not do anything which will adversely affect such reimbursement or the Medicare/Medicaid provider status of Hospital. Resident agrees to participate in Hospital's compliance training program and to record patient information in medical records and other source documents in a timely, complete, and legible manner in accordance with Hospital policies and the documentation guidelines for evaluation and management services ("E/M") developed jointly by the American Medical Association and the Centers for Medicare and Medicaid Services. Resident further agrees to provide appropriate documentation to support the CPT and ICD-9-CM or ICD-10-CM codes, as applicable, and level of E/M services reported on the health insurance claim form or billing statement issued in connection with the services to be rendered hereunder.
9. During the Term of the Contract, TriHealth shall provide instruction and clinical experience in accordance with the Residency Program rules, regulations, and policies, in effect, as specified in *Department Residency Manual*. TriHealth will provide the Resident with appropriate financial support and benefits to ensure that he/she is able to fulfill the responsibilities of the educational program. Details of TriHealth's financial support of Resident shall be provided in *GME Policies and Procedures Manual*. TriHealth and/or the Hospital will direct and control the education program designed to fulfill all the requirements of an approved residency. It is understood that the assigned rotations of Resident will be made with due consideration that scheduling problems and the convenience of the Hospital may occasionally require variations in scheduled assignments, consistent, however, with the educational program of Resident.
10. During the Term of the Contract, Resident shall be entitled to paid vacation, sick leave, FMLA leave, health insurance, disability insurance and other benefits as set forth in the *House Staff Manual*. For example, the *House Staff Manual* includes the following sections: "Leave" and "Benefits". Benefits commence upon the first day of the Term. Paid leave cannot be carried over from one contract year to the next, if the Resident is reappointed to the Residency Program.
11. The "Effects of Leave" Policy (#5097-1044) and the House Staff Manual shall govern in the circumstances of a leave should it be necessary for the Resident to take a leave.
12. Information regarding on-call quarters, laundry service and meals and counseling or other psychological support can be found in sections of the *House Staff Manual* dedicated to each of these topics.
13. If TriHealth intends to reduce the size of the Residency Program or to close the Residency Program, TriHealth shall inform Resident as soon as possible and act in accordance with the Closure and Reduction in Size of Residency Program Institutional requirements set forth

by the ACGME. See the "Residency Reduction/Closure" section of the *House Staff Manual* for details.

14. Physician Impairment. Impaired residents shall be treated in accordance with Hospital's Medical/Dental Staff Policy regarding Physician Health. In addition, rehabilitation efforts will be initiated. There may be a period of suspension from the Residency during which regular assessments of the Resident's ability to care for patients will be made by faculty and the Program Director. If rehabilitation is not successful, then an academic due process hearing will be held to specify a course of resolution.
15. Accommodation for Disabilities. For TriHealth's policy regarding accommodation for disabilities, please see GME policy # 5097-1016 in the *GME Manual*.
16. Amendments. No changes, alterations, additions, modifications, or qualifications shall be made in the terms or provisions of this Contract unless the same shall be made in writing and signed by the parties except as provided herein.
17. It is the intention of the parties that this Contract comply with all applicable provisions of the ACGME Institutional Requirements.
18. Governing Law and Venue. This Contract is non-assignable by Resident. TriHealth and/or Hospital may assign it to any successor or affiliated entity, or as otherwise permitted by ACGME guidelines. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio, regardless of the laws that might be applicable under of conflicts of law principles, as to all matters, including, without limitation, matters of validity, construction, effect, and performance. The parties hereby consent to the exclusive jurisdiction of the courts of the State of Ohio in Hamilton County, and the United States District Court for the Southern District of Ohio and waive any contention that any such court is an improper venue for enforcement of this Contract. This Section shall survive termination of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

RESIDENT:

TRIHEALTH, INC.:

Program Director

Witness

Witness

Date

Date

Steven Johnson, MD
Vice President of Academic Affairs
Designated Institutional Official

Date