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## GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT GENERAL SURGERY RESIDENCY PROGRAM ACADEMIC YEAR: 2021-2022

This Graduate Medical Education Training Agreement ("Agreement") is entered into on \_\_\_\_\_ by and between St. Agnes HealthCare, Inc., doing business as Ascension Saint Agnes Hospital ("Ascension Saint Agnes") and \_\_\_\_\_ ("Resident") under the following terms and conditions:

1. **Appointment.** Ascension Saint Agnes hereby offers, and Resident accepts, appointment to the **Preliminary** track of the **Ascension Saint Agnes General Surgery Residency Program** (the "Program") in the Department of **Surgery** (the "Department"). This appointment shall be:

a. \_\_\_\_\_ effective only for period from \_\_\_\_\_ through \_\_\_\_\_ as a **post graduate level I (PGY I)**, subject to the termination provisions of Section 14 below;

b. subject to non-renewal in accordance with Section 13 below and to early termination in accordance with Section 14 below; and

c. contingent upon the Resident's successful completion of (i) medical school, as evidenced by a signed diploma and/or additional screening procedures as deemed necessary by Ascension Saint Agnes, (ii) prior graduate medical education, if Resident is other than a first year resident physician, (iii) all immigration requirements, as applicable, and (iv) Ascension Saint Agnes' standard work-related health screening and a criminal background investigation.

2. **Rules and Regulations; Performance Standards.** Throughout the term of this appointment, Resident shall perform his or her assigned duties faithfully and diligently, and shall devote his or her full time, energy and skill to the performance of such duties. Resident shall, continuously and without interruption, comply with all the policies and procedures and work requirements of the Program. Resident's responsibilities shall include, but shall not be limited to the following:

a. Resident shall comply with all policies, procedures, rules, regulations, and bylaws of Ascension Saint Agnes, the Department, the Program, and the Ascension Saint Agnes Medical Staff, as amended from time to time, including without limitation: Ascension Saint Agnes' sexual harassment policy; policies governing medical records completion and house staff quarters; and personnel policies. (All Ascension Saint Agnes employees, including

residents, are protected from harassment, including sexual harassment, by Ascension Saint Agnes' sexual harassment policy SYS HR 23, the current version of which can be seen upon request.)

b. Resident shall comply with (i) the Ethical and Religious Directives for Catholic Health Care Facilities which can be seen at

<http://www.usccb.org/issues-and-action/human-life-and-dignity/health-care/upload/Ethical-Religious-Directives-Catholic-Health-Care-Services-fifth-edition-2009.pdf>, (ii) Ascension Saint Agnes' "Standards of Conduct," and (iii) Ascension Saint Agnes' Corporate Responsibility Program policies and procedures, all as amended from time to time. These standards and policies can be seen upon request.

c. Resident shall comply with the guidelines and requirements set forth by the applicable accrediting organization(s) for Resident's Program.

d. Resident shall comply with all applicable federal, state, and local laws, rules, regulations and standards.

e. Resident shall exhibit a respectful attitude toward patients, colleagues, superiors, and staff.

f. Resident shall engage only in those activities of a professional nature which have been approved by the Program Director, Ascension Saint Agnes and the applicable accrediting body or agency.

g. Resident shall see all patients on a timely basis in accordance with the Department's, and Ascension Saint Agnes guidelines and rules and when instructed or requested to do so by chief residents, attending physicians, other physicians, or nurses.

h. Resident shall take the initiative to identify areas for improvement and implement strategies to enhance Resident's knowledge, skills, attitudes and processes of care for patients.

i. Resident shall actively provide guidance, instructions, support and education to junior residents and medical students, and shall closely monitor and evaluate the work of those individuals who report to Resident.

3. **Orientation.** Resident will be required to complete a period of orientation as determined by Ascension Saint Agnes. Resident will be compensated for the time spent during the orientation period at the same rate as the Resident's annual stipend, set forth herein. In addition to the stipend, Resident will receive benefits during the orientation period, in accordance with Section 6 below.

4. **Duty Hours.** Resident's work schedule will not exceed the limitations contained in the ACGME duty hours requirements and will be in compliance with the GMEC Policy #19, Duty hours as amended from time to time. A

current version of this policy can be found in the Ascension Saint Agnes Graduate Education Committee Policy Manual.

**5. Compensation.** Compensation for *post graduate level I* shall be \$\_\_\_\_\_ per annum to be paid in bi-weekly installments. The above salary is subject to withholdings for federal and state income tax, FICA and other withholdings required by the governmental regulation.

**6. Additional Benefits.** Ascension Saint Agnes shall provide Resident with those employee benefits available to all residents in the Program. A summary of the current employee benefits available to residents in the Program (including counseling and other support services) is attached as Attachment 1. Such benefits may be modified at any time without notice in accordance with the terms of Ascension Saint Agnes' employee benefit programs in effect at the time of such modification.

**7. Absences.** Resident must notify the Program Director or his/her designee regarding any absence for any reason. Illness causing absence for longer than two days must be certified by Resident's private physician or hospital employee health department. Absences beyond those days allotted for sickness, vacation and holidays, approved or not, regardless of purpose, may result in probation/remediation and/or disciplinary action, up to and including discharge, unless otherwise precluded by applicable law. Residents who are absent because of a qualifying disability may request reasonable accommodation pursuant to the then-applicable Ascension Saint Agnes policy guidelines, available upon request.

**8. Effect of Extended Leave on Training.** If Resident requests leave exceeding the amount permissible per year under specialty board requirements, or time that the Program Director evaluates as necessary for Resident to achieve academic standards, Resident will be required to make up the missed time, thereby extending the expected date for Resident's completion of his or her residency.

**9. Certificate.** Upon Resident's satisfactory completion of the Program, Ascension Saint Agnes will present, or cause to be presented, to Resident a Certificate of Residency, formally acknowledging and verifying Resident's completion of the Program. Any Program time Resident misses due to (i) probation/remediation or disciplinary action, or (ii) leave taken beyond the time allotted for sickness, vacation and holidays, approved or not, regardless of purpose, must be made up prior to completion of the Program and the issuance of a certificate.

**10. Outside Activities.** It is understood and agreed by both parties that Resident will devote his/her full-time and best professional efforts to the performance of his/her duties under this Agreement, and that Ascension Saint Agnes will not require Resident to engage in professional activities outside the scope of the Program (collectively "Outside Activities"). The Program Director for Surgery does not currently permit medical residents to engage in Outside Activities, including moonlighting.

**11. Examination.** All residents are required to successfully complete USMLE Step 3 by January 31<sup>st</sup> of their PGY- 2 year.

12. **Excluded Provider.** Resident hereby represents and warrants to Ascension Saint Agnes that he/she is not currently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid. Resident agrees to immediately notify Ascension Saint Agnes of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that Resident is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Resident is in breach of this Section, this Agreement shall, as of the effective date of such action or breach, automatically terminate. Resident further understands that Ascension Saint Agnes periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify Resident if it discovers a match. Ascension Saint Agnes will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).

**13. Reappointment.**

a. **Renewal of Appointment** Resident's continuation in the Program beyond this one-year appointment is not guaranteed or automatic. Appointment for any additional years beyond this one-year appointment is subject to the approval of the Program Director in consultation with the Department Chair. Such approval shall be contingent upon Resident satisfying all criteria for resident eligibility as specified in the ACGME Program Requirements. Any future appointment or reappointment shall be effective only upon execution by Ascension Saint Agnes and Resident of a new written Residency Agreement containing such terms and conditions as Ascension Saint Agnes shall deem appropriate or necessary.

b. **Non-Renewal by Ascension Saint Agnes.** If Ascension Saint Agnes decides not to reappoint Resident, a written notice of intent not to reappoint will be provided to Resident at least four (4) months prior to end of the current term of this appointment except where the primary reason(s) for non-renewal occur(s) within the last four months of the current term, in which case Resident will be provided with as much written notice of the intent not to renew as the circumstances will reasonably allow, as determined by the Program Director at his or her sole discretion.

c. **Non-Renewal by Resident.** In the event Resident elects not to be reappointed at the end of this one-year appointment, Resident will furnish Ascension Saint Agnes with written notice of this decision at least sixty (60) days prior to the expiration of the appointment.

**14. Termination.** This Agreement, and Resident's appointment hereunder, may be terminated:

a. **Mutual Termination.** By mutual written agreement of the parties in the format attached as Attachment 2, which is incorporated by reference. In the event of mutual termination, Ascension Saint Agnes will supply

evidence of Resident's successfully completed rotations, if any, to be applied toward satisfying graduate medical education requirements.

b. **Termination for Breach.** By either party, at the expiration of thirty (30) days in the event of a material breach of this Agreement, when the non-breaching party has provided the breaching party thirty (30) days prior written notice of the non-breaching party's intent to terminate the Agreement if the breach is not cured and the breaching party has failed to cure such breach.

c. **Immediate Termination.** By Ascension Saint Agnes, effective immediately upon written notice to Resident, for any one of the following reasons, or for any other reason set forth in the Program's policies and procedures or Ascension Saint Agnes' human resources policies and procedures:

- 1) Resident, either by action or inaction, has committed or allowed to occur any action or course of action, which Ascension Saint Agnes reasonably believes involved moral turpitude or is contrary to the interests of patient care or the general welfare of Ascension Saint Agnes;
- 2) the Program ceases to be approved by the applicable accrediting body or agency (upon the loss of approval, Ascension Saint Agnes will terminate the Program, at which time the Resident will be notified and granted credit for that portion of the Program completed and released thereon; the Resident will not be prohibited from immediately entering another graduate medical surgical or podiatric education program);
- 3) revocation, suspension, denial or other disciplinary action by any federal or state regulatory agency regarding Resident's license to practice medicine;
- 4) failure of Resident to pass any drug screen required by Ascension Saint Agnes;
- 5) death of Resident, or if Resident is incapacitated and unable to perform his or her resident duties due to illness or injury, immediately upon furnishing written notice to Resident upon the exhaustion of all leave to which Resident is entitled during such incapacity, pursuant to Ascension Saint Agnes' then-applicable policies, unless otherwise precluded by law;
- 6) closure of any residency in which Resident was enrolled;
- 7) failure of Resident to maintain current, valid and unrestricted authorization to work in the U.S. at all times during the term of this Agreement and/or failure to satisfactorily fulfill Part III, Resident's Obligations under the terms of this Agreement;
- 8) failure of Resident to maintain lawful nonimmigrant, immigrant or other valid U.S. status at all times during the term of this Agreement;
- 9) personal conduct of Resident which, in Ascension Saint Agnes' sole discretion, is seriously and clearly prejudicial to the best interest of Ascension Saint Agnes;
- 10) misrepresentation or provision of false or inaccurate information as it relates to Ascension Saint Agnes operations, investigations, and/or patient care;
- 11) violation of an Ascension Saint Agnes or Program policy/procedure, which constitutes grounds for termination under such policy/procedure.

d. **Obligations Upon Termination.** Upon termination of this Agreement, Resident shall be entitled to receive compensation for services rendered prior to termination. Resident agrees to cooperate with Ascension Saint Agnes in completion of all medical records or other documents or reports related to services rendered prior to termination and cooperate with Ascension Saint Agnes with respect to any action filed on behalf of or against Ascension Saint Agnes or Resident and otherwise fulfill all responsibilities under this Agreement for services rendered prior to termination. Prior to or upon the effective date of termination of this Agreement, Resident will settle all professional and financial obligations owed to Saint Agnes, and return to Ascension Saint Agnes all Ascension Saint Agnes property including, but not limited to, keys, identification and/or parking cards, books, pagers, medical records, and equipment assigned to Resident. Resident consents to the deduction from his/her final stipend payment any and all then-outstanding financial obligations of Resident owed to Ascension Saint Agnes.

By signature below, Resident hereby authorizes Hospital to deduct from his/her final stipend payment any and all then-outstanding financial obligations of Resident owed to Hospital.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

15. **Suspension.** Notwithstanding any other provision of this Agreement to the contrary, the Program Director reserves the right to suspend the Resident summarily if it is determined, in the sole discretion of Ascension Saint Agnes or Program Director, that suspension is or may be necessary in order to avoid an adverse effect on patient care or on Ascension Saint Agnes and/or its employees/patients.

16. **Probation and Remediation.** If Resident fails to satisfactorily meet the educational and/or clinical requirements of the Program at any time during any term of this Agreement, and if such failure does not constitute grounds for termination of this Agreement by Ascension Saint Agnes pursuant to Section 10 above, the Program Director will provide Resident with no less than thirty (30) days' notice that Resident is being placed on academic probation and the terms therefore. Thereafter, if, in the opinion of the Program Director, the identified deficiencies are not corrected within a reasonable period of time, Ascension Saint Agnes may terminate this Agreement. Any Program time missed, whether due to Resident being placed on probation/remediation, or any disciplinary action taken against Resident by Ascension Saint Agnes, must be made up by Resident prior to completion of the Program and the issuance of a certificate. In the event Resident has been suspended, Resident will be required to complete the current training period, which will include an extension of this period coincident with the duration of the suspension. Failure to complete the training period as extended will result in Resident being ineligible to advance to the next academic level/year or receive a certificate.

17. **Notification of Breach or Termination** The parties hereto agree that in the event of a breach or termination of this Agreement, the parties will provide all required notices and/or documentation of such breach or termination to the applicable Program accrediting body or agency.

18. **Duties Upon Termination of Agreement** Termination of this Agreement will not release or discharge either party from any obligation, debt or liability which has been previously accepted and remains to be performed on or after the date of termination.

19. **Resident Impairment.** Issues and questions regarding the impairment of Resident shall be handled in accordance with Ascension Saint Agnes Graduate Medical Education Committee Policy #17 (Physician Impairment), as amended from time to time. A current version of this policy can be found in the Ascension Saint Agnes Graduate Education Committee Policy Manual.

20. **Grievance and Due Process.** Resident is entitled to due process by initiating a grievance procedure as delineated under Ascension Saint Agnes Graduate Medical Education Committee Policy #6 (Disciplinary Actions), Policy #10 (Resident Complaints/Grievances) and Policy #7 (Adjudication of Resident Grievances), as amended from time to time. A current version of these policies can be found in the Ascension Saint Agnes Graduate Education Committee Policy Manual.

21. **Acceptance.** This Agreement shall be considered invalid if not accepted, executed and returned within fifteen (15) days of the date received by Resident, unless an extension is granted in writing by the Program Director, who may grant or deny any request for such extension in his or her sole discretion.

22. **Vacation.** Three weeks per year. (Vacation time must be scheduled in accordance with the requirements of the Department and the Program.)

23. **Short Term Disability:** 50% income replacement, effective the first of the month following the date of the hire (Employer paid). A buy up option of 70% is available at the associate's expense.

**Long Term Disability:** 50% income replacement, after six month elimination period. Employer paid benefit. A buy up option of 70% is available at the associate's expense.

24. **Professional Liability Insurance.** Ascension Saint Agnes shall provide Resident with professional liability insurance coverage (including legal defense and protection against awards from claims reported or filed after Resident's completion of the Program if the alleged acts or omissions of the Resident are within the scope of the Program) in minimum amounts of \$1,000,000 per event and \$3,000,000 annual aggregate through the Ascension Health Self-Insurance Trust. Such coverage shall cover the acts or omissions of Resident solely in performing his or

her clinical and administrative duties under this Agreement for incidents that occur during the term of this Agreement, regardless of when claims are reported. Such professional liability insurance coverage is provided as a no-cost benefit to all residents in the Program and will be provided in accordance with Ascension Saint Agnes policies governing similarly situated residents, as amended from time to time. A summary of additional information regarding this coverage can be provided upon request.

25. **Confidentiality.** Resident shall maintain the confidentiality of all protected health information regarding patients of Ascension Saint Agnes in accordance with terms of all applicable state and federal law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), professional ethical standards, and Ascension Saint Agnes, Department, and Program policies and procedures.

26. **Prescribing.** Resident shall use the Ascension Saint Agnes DEA number with appropriate personal identifiers when prescribing pharmaceuticals, in accordance with Ascension Saint Agnes policy.

27. **Staff Privileges.** Resident shall comply with all Ascension Saint Agnes policies and procedures related to credentialing and Medical Staff privileges applicable to residents, including without limitation the Ascension Saint Agnes Hospital Medical Staff Bylaws and Ascension Saint Agnes Hospital Medical Staff Appointment Procedure. These can be seen upon request.

28. **Closure or Reduction in Size of Program.** Ascension Saint Agnes reserves the sole right to close or reduce the size of one or more residency programs. Any closure or reduction in size of the Program shall be conducted in accordance with GMEC Policy #15 (Closure/Reduction of Residency Program). A current version of this policy can be found in the Ascension Saint Agnes Graduate Education Committee Policy Manual.

29. **Equal Opportunity and Access.** Resident acknowledges that it is Ascension Saint Agnes' policy to provide equal opportunity and access to all persons, regardless of race, religion, gender, disability or other classification within federal, state, and local statutes, regulations or ordinances, and Resident agrees to act in accordance with such policy. Disabled Residents requesting Reasonable Accommodation should refer to then applicable Ascension Saint Agnes policy for accommodation of residents and employees with disabilities. The policy, Americans with Disabilities Act (ADA); HR Policy #62, can be obtained by contacting the Ascension Saint Agnes Human Resources Department.

30. **Entire Agreement.** This Agreement constitutes the entire agreement between Ascension Saint Agnes and Resident with respect to the subject matter of this Agreement and Resident's appointment to the Program, and supersedes all prior proposals, negotiations, communications, and agreements, whether oral or written, between the parties with respect to the same subject matter.

31. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, regardless of applicable conflict of law principles which may otherwise apply.

32. **Specialty Board Information.** The requirements of the specialty board may be obtained on the website for Ascension Saint Agnes Hospital and/or by the link to the American Board of Surgery. <http://absurgery.org>



**ST. AGNES HEALTHCARE, INC.**

**RESIDENT**

By: \_\_\_\_\_

Jonathan D'Souza, M.D.  
Chief Medical Officer

\_\_\_\_\_, M.D.

**PGY** \_\_\_\_ Resident

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Gopal Kowdley M.D., PhD  
Program Director

Date: \_\_\_\_\_

## ATTACHMENT 1

### Summary of Employee Benefits Available to Residents

2021-2022

Professional liability insurance consistent with the coverage provided to Ascension St. Agnes employed physicians (including coverage for claims reported or filed after completion of Resident's appointment if such claims are for covered acts or omissions that occurred during the appointment).

Family and Medical Leaves of Absence (see GMEC Policy #14) and Discretionary Leaves of Absence (see GMEC Policy # 14B) are available to residents, but must be approved by the Residency Program Director because of the potential impact these may have on the resident's training and training schedules. Specific information on how to participate in these programs can be obtained through the Ascension Health Portal. A current version of Policies #14 and #14B can be found in the Ascension St. Agnes Healthcare Graduate Education Committee Policy Manual and seen at [http://www.stagnes.org/pdfs/GMEC\\_CombinedPolicyManual.pdf](http://www.stagnes.org/pdfs/GMEC_CombinedPolicyManual.pdf).

Sick Leave, without reduction in pay, will be granted on an as-needed basis by approval of the Program Director subject to verification of illness in the form required by the Program Director.

Parental leave is provided to residents, upon request, for the birth or adoption of a child of the resident. The resident is expected to notify the Program Director of the impending event, in writing, as soon as the resident becomes aware of the possibility of parental leave being needed. Parental leave shall not exceed twelve weeks and documentation supporting the need for leave must be provided. When parental leave is granted, vacation leave must be used; any remaining time required shall be Leave Without Pay. Any parental leave granted under this provision shall run concurrently with, and not in addition to, any leave to which the resident may be entitled pursuant to the Family and Medical Leave Act under Ascension St. Agnes' personnel policies. See Section 6 of contract for effect of extended leave on training.

Uniforms and laundry of same.

Sleeping accommodations and snacks when on night duty. (No other living accommodations are provided by St. Agnes.)

Allowance for food for each two (2) weeks of duty.

Ascension St. Agnes Employee Assistance Program (EAP) benefits, includes mental health and substance abuse counseling and other support services, under the same terms and conditions in effect for other Ascension St. Agnes employees, including but not limited to employee contribution levels. See System HR Policy 07 - Employee Assistance Program <http://saint/client/portal/policy.asp?id=Human+Resources> .

Medical insurance is available for resident physicians and their family members. Coverage is in effect upon the day of hire, all residents are required to either elect or decline benefits via the Ascension Health Portal. There is a charge for coverage under all plans; depending upon plan selected (individual, husband/wife, parent/child, family). Rates and plan information and more are available on the myAscension portal.

Dental insurance: Benefits for dental coverage are in effect the first day of the month following the date of hire. Rates and plan information and more are available on the myAscension portal.

Vision insurance: Benefits are in effect first day of the month following first day of employment. There is a charge for coverage under all plans. Rates and plan information and more are available on the myAscension portal.

Life Insurance: Coverage 1x annual salary effective the first of the month following the date of hire. Employer paid benefit.

Supplemental Life Insurance: Amount of supplemental life can be equal to seven times salary, up to two times annual salary without proof of insurability. Employee paid benefit.

Flexible Spending Accounts: Pre-tax savings plan for uncovered medical expenses, account maximum \$2,500, also pre-tax savings for dependent care expenses, account maximum \$5,000. Benefit is effective first of the month following the date of hire. HSA accounts available with High Deductible Medical plan.

Pension – Defined Contribution: SAHC contributes a percentage of annual compensation based on years of service, and total annual hours. Participants are vested after five years of service.

- 2.0% of annual earnings for one year of service but less than five
- 2.5% of annual earnings for five years of service but less than ten
- 3.0% of annual earnings for ten years of service but less than fifteen
- 3.5% of annual earnings

Retirement HRA contribution of \$1200 after one year of service working 1000 hours during a calendar year, and employed on December 31<sup>st</sup>. Eligibility to receive this benefit after you leave employment; must be age 55 with at least 5 years of service.

403B Savings Plan with Match: Available on date of employment. Paid by employee. Employer match of \$.50 for each dollar contributed up to 6% of earnings. 3-year vesting.

**ATTACHMENT 2**  
**WRITTEN RELEASE BY MUTUAL CONSENT**

The parties hereby mutually consent to the release of their respective contractual obligations set forth in the Graduate Medical Education Training Agreement dated \_\_\_\_\_ such release to take effect on \_\_\_\_\_.

**Resident:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**St. Agnes Healthcare, Inc.:**

\_\_\_\_\_  
Signature

Gopal Kowdley, MD  
Program Director

\_\_\_\_\_  
Date