

MERCY CATHOLIC MEDICAL CENTER RESIDENT PHYSICIAN AGREEMENT

MERCY CATHOLIC MEDICAL CENTER, a not-for-profit corporation duly organized under the laws of the Commonwealth of Pennsylvania ("Medical Center"), offers _____, an adult individual ("Resident") and accepts appointment to the Medical Center 's residency training program ("Program") on the terms and conditions set forth herein.

This Agreement is entered into for the purpose of defining the formal and continuing relationship between the Medical Center and Resident during the Resident's participation in Medical Center's graduate medical education and clinical training program and supersedes any prior Agreements for the same period of time.

I. CONDITIONS OF PARTICIPATION. As conditions of Resident's initial and ongoing participation in the Program Resident shall at all times:

- 1.** have and maintain in good standing a graduate training license to practice medicine in the Commonwealth of Pennsylvania, and where applicable, documentation of compliance with applicable immigration laws, regulations and policies, Resident's right to work, and/or controlled substance registration;
- 2.** remain in compliance with: (i) all applicable federal, state and local laws, rules and regulations ("Applicable Laws"); (ii) the Ethical and Religious Directives for Catholic Health Care Services; (iii) Medical Center's policies regarding personal conduct, including all policies and procedures included in Medical Center's corporate compliance program; and (iv) Medical Center's other policies for Residents generally. Medical Center has developed and implemented a corporate compliance program to ensure that all business activities are conducted in accordance with all federal, state and other laws and regulations. As part of its corporate compliance program, Resident is required to comply with Medical Center's corporate compliance program, and to conform his conduct in accordance with all federal, state and other laws and regulations;
- 3.** not be or become a "Sanctioned Provider" as defined in Attachment "A" to this Agreement; and
- 4.** not engage in any other employment, or in any other activity that, in Medical Center's reasonable judgment, interferes with the full and timely performance of his or her duties hereunder.

II. REPRESENTATIONS AND WARRANTIES. Resident hereby represents and warrants to Medical Center that:

- 1.** Resident has the full right, power and authority to execute, deliver and perform Resident's obligations under this Agreement; and
- 2.** The execution, delivery and performance of this Agreement will not violate or conflict with the terms of any order, contract or other obligation to which Resident is a party, or by which he is bound.

3. Resident has provided complete and accurate information to Medical Center regarding Resident's work experience and education, including, but not limited to, any prior disciplinary action whatsoever taken against Resident prior to Resident's participation in the Program.

The foregoing representations and warranties shall survive the execution and delivery of this Agreement.

III. TERM OF THE AGREEMENT; RENEWAL AND REAPPOINTMENT

The Residency Appointment begins on _____ and ends on _____. This Agreement and the Resident's appointment as a trainee at MCMC are subject to annual renewal and reappointment that is dependent upon the Resident's satisfactory clinical and academic performance of assigned duties, and subject to the provisions of Paragraphs V, XIV, XVII and XX of this Agreement.

IV. TYPE OF PROGRAM

1. The type of residency identified in the Agreement is _____.
2. Preliminary ___ Categorical ___ N/A _____

The training level of residency program is PGY - _____

V. GENERAL PROVISIONS

1. Residency Program's Responsibilities

- a. The Medical Center agrees to provide an educational program in graduate medical education or graduate clinical training which meets the standards of the Accreditation Council for Graduate Medical Education, as well as the standards of the American Osteopathic Association.
- b. Duty-hours – The duration and sequence of assignments shall be determined by the Program Director, subject to the requirements of the Pennsylvania Licensure Board and of the Accreditation Council for Graduate Medical Education ("Duty Hours"). All such assignments shall be carefully planned and balanced with concern for Resident well-being, and with a priority for patient safety. Medical Center's Duty Hours policy is located on the Mercy intranet. Residents can review and obtain a copy of that policy in Medical Center's Graduate Medical Education Office or the Mercy intranet.
- c. The standards, policies and obligations affecting Residents in general shall, to the extent reasonably possible, be applied to the Resident uniformly and equitably by Medical Center.
- d. The Medical Center shall provide guidelines on Mercy Health System's policy regarding harassment. This document, which is available on the Mercy Intranet. The Medical Center does not condone or tolerate harassment of any kind. Any Resident engaging in any form of harassment is subject to disciplinary action which may include termination of employment. Any Resident who believes that he/she has been subjected to harassment of any kind should report the incident immediately to his or her supervisor and to the

Human Resources Department, or such other individual as the Medical Center may designate.

2. Resident's Responsibilities

- a. The Resident agrees to use his or her best efforts, judgment and diligence in a professional manner in performing all assigned duties, tasks and responsibilities of whatever nature assigned for the term of this Agreement.
- b. Additionally, the Resident is expected to:
 - i) Develop a personal program of learning and professional growth with guidance from the teaching staff;
 - ii) Participate in safe, effective, and compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility;
 - iii) Participate fully in the educational activities of the Residency Program and, as required, assume responsibility for teaching and supervising other Residents and students;
 - iv) Participate as appropriate in Medical Center programs and Medical Staff activities, and adhere to established practices, procedures and policies of the Medical Center;
 - v) Participate in Medical Center committees and councils, especially those that affect Resident education or patient care; and
 - vi) Strive to increase the quality of care provided to Medical Center patients. Quality care requires that at all times the Resident is aware of the risks, discomforts and expenses, as well as the benefits, to which a particular test or procedure subjects a patient. The Resident should perform or order only those tests, procedures or medications that benefit the patient, based upon the patient's medical history and current condition. Alternative treatments should be reviewed and considered to select the best plan of action for each individual's circumstances.
- c. The Resident agrees to fulfill the educational and clinical requirements of the graduate medical education and graduate clinical training programs. Failure to fulfill such requirements may result in an extension of the graduate training program or termination.
- d. A Categorical Resident shall sit for the USMLE Step 3 or COMLEX Level 3, as applicable, prior to the end of the Resident's first year of training (PGY-1). Should the Resident fail to pass the USMLE Step 3 or COMLEX Step 3, the Resident shall be given the opportunity to sit for the examination again prior to the mid-year point of the Resident's second year of training (PGY-2). The failure to pass the USMLE Step 3 or COMLEX Level 3 during the Resident's PGY-1 or PGY-2 will result in the non-renewal of the Resident's contract, subject to review by the Program Director and Designated Institutional Official.
- e. The Resident shall abide by all applicable policies, procedures, rules and regulations of

the Medical Center contained in the GME Policy Manual; all applicable portions of the Bylaws and Rules and Regulations of the Medical Staff; and the Medical Center's corporate policies and procedures, including its corporate compliance program.

- f. The Resident must acquire and maintain the appropriate Commonwealth of Pennsylvania medical licensure prior to starting the Residency Program. The Resident will not be permitted to begin the Residency Program under any circumstances until the appropriate license has been obtained. Furthermore, failure to possess proof of such license on the commencement date of this Agreement will delay the Term of the Agreement automatically. Failure to comply with this requirement will also be grounds for immediate suspension or termination of appointment in the Residency Program, at MCMC's sole discretion.
- g. The Resident shall immediately notify the Medical Center, in person or by telephone, as well as in writing, should any of his Conditions of Participation or Representations and Warranties, denoted in Paragraphs I and II above, become violated or no longer remain true, or should any actions of professional liability be instituted against him, whether or not related to services performed at or related to the Medical Center. The Resident shall similarly notify the Office should his or her application for a temporary license be denied. Any such revocation or denial shall terminate this Agreement automatically.
- h. The Resident shall complete a discharge summary and all other medical record related activities for each patient assigned to the Resident as soon as possible, but in no event no later than 24-48 hours after discharge or as earlier provided by the Medical Center's Medical Records Completion Policy and Procedure as stated in the GME Policy Manual, as amended from time to time. Failure to complete discharge summaries and operative reports as required may result in the Medical Center assessing penalties against the Resident which may include, but are not necessarily limited to, monetary penalties, reduction of privileges, suspension with or without pay or termination. The Resident shall also comply with all Medical Center Rules and Regulations regarding the safeguarding of patient record confidentiality and ownership. Under no circumstances may a Medical Center Resident remove medical records from the Medical Center. Failure to comply with the Medical Center's rules and regulations will be deemed to be a material breach of this contract, and will result in the Medical Center seeking remedies pursuant to the terms of the Agreement.
- i. The Resident shall complete all outstanding medical records, return all Medical Center property, and settle all outstanding financial obligations with Medical Center prior to the termination of the Agreement and/or completion of the training program.
- j. The Resident shall not engage in outside employment or other activity that will interfere with the Resident's obligations to the Medical Center or the effectiveness of the educational Program to which the Resident has been appointed. The Medical Center does not encourage Residents to engage in professional activities beyond the scope of the Graduate Medical Education Program (moonlighting). Such activities impose additional responsibilities, demands, and stress that may be detrimental to the successful completion of the educational program. Those Residents who engage in such activities should be aware of the following: (i) that the professional liability insurance provided by

the Medical Center does not cover them in the course of such activities and that they are responsible for obtaining and paying for the professional liability insurance for his/her participation in these activities; and (ii) only individuals who have qualified for and obtained an unrestricted medical license in the state in which these activities are to be conducted may legally engage in such professional activities. All moonlighting must be approved by the Program Director.

Residents who are citizens of countries other than the United States are further cautioned that their ability to accept other employment is restricted by their Visa. Foreign Nationals must check with the United States Citizenship and Immigration and Services (USCIS) to determine their eligibility for employment. For full policy refer to GME Policy Manual on Moonlighting.

- k. The Resident shall promote and uphold the mission, vision, and values of the Medical Center.
- l. The Resident shall submit confidential written evaluations of faculty and educational experiences and make recommendations, where appropriate, for improvement of processes to continuously increase the quality of service delivery.
- m. The Resident shall continually develop expertise within the field through attendance at conferences, seminars, academic course work and other appropriate methods.
- n. The Resident shall comply with Medical Center's requirement to satisfy external regulatory agency standards (safety training, H&P, etc.).
- o. The Resident agrees to present at all times a proper appearance and display a professional and cooperative attitude toward all patients, visitors, colleagues, and Medical Center employees.
- p. The Resident agrees that in the performance of this Agreement he will not discriminate against any person, including patients, on account of race, color, sex, religion, handicap, age or national origin, in full compliance with applicable Medical Center policies.

VI. COMMONWEALTH OF PENNSYLVANIA REQUIREMENTS

- 1. The Resident agrees to satisfy the State licensure requirements within the time prescribed by the Commonwealth of Pennsylvania.
- 2. The period of training in this Agreement is subject to approval by the State Board of Medical Education and Licensure.

VII. STIPEND

- 1. Stipend before deductions is _____ per year.
- 2. Deductions from stipend shall include any taxes, social security contributions, or other sums

required to be withheld by law.

VIII. UNIFORMS

Resident's proper clinical dress consists of a long white coat over civilian clothes. The Resident is responsible for laundering, repair and replacement of these garments.

IX. PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance coverage for the Resident while he/she is performing services for the Medical Center shall be provided in a form and in amounts not less than those required by the Medical Care Availability and Reduction in Error Act. For Residents who are MCARE fund eligible (graduates of schools of osteopathic medicine PGY-2 and above; graduates of United States allopathic medical schools PGY-3 and above; graduates of foreign medical schools PGY-4 and above):

1. Limits are in accordance with minimum coverage amounts required by Pennsylvania law, including, if applicable, paying the cost of coverage provided by the Medical Care Availability and Reduction of Error (MCARE)

The coverage outlined above is claims-made coverage with built-in, pre-funded tail coverage.

Residents who are not MCARE fund eligible have coverage under the hospital policy. Limits are in accordance with the minimum coverage amounts required by Pennsylvania law, including, if applicable, paying the cost of coverage provided by the Medical Care Availability and Reduction of Error (MCARE)

In consideration of the coverage outlined above, the Resident agrees to comply with any notice and cooperation provisions required by PPIC, Mercy Catholic Medical Center, the Commonwealth of Pennsylvania's MCARE Fund, and/or duly authorized agents of the above. This includes cooperation in the defense of claims and suits and matters concerning the Medical Center's Quality Assurance and Risk Management Programs.

X. HOSPITALIZATION, MEDICAL CARE, PAID TIME OFF, VACATION

1. The Medical Center provides each Resident at the time of orientation with information on benefits, including but not limited to: (1) hospital and medical care coverage on a co-payment basis for the Resident, his/her spouse, and dependent children in accordance with the Medical Center's Health and Welfare Plan, beginning the first day of employment; (2) vision, dental, group life, short term disability and supplemental insurance in accordance with the Medical Center's Health and Welfare Plan; and (3) vacation, holiday and paid time off in accordance with personnel policies contained in the GME Policy Manual. PGY I interns shall be entitled to annual leave not to exceed (15) working days per contract year which shall include vacation, personal, continuing education, and sick days. PGY II and above residents shall be entitled to annual leave not to exceed twenty (20) working days per contract year which shall include vacation, personal, continuing education and sick days. Residents who complete one year of training and continue working at the Medical Center become eligible for long term disability insurance coverage.

XI. OTHER BENEFITS AND PERQUISITES

1. Attendance at professional meetings shall be as determined by the Program Director and, subject to the following, shall be reimbursed in accordance with policies and procedures established by the Medical Center:
 - a. First-year Residents are not remunerated for attendance at any meetings unless prior written approval is received from the Program Director.
 - b. Second and subsequent year Residents are permitted to attend a national meeting of the appropriate specialty organization, to be reimbursed from operating funds as predetermined by the Program Director.
 - c. A Resident presenting a scientific paper at a scientific meeting may be reimbursed in addition from departmental funds, at the discretion of the Program Director.
2. Living/on-call quarters - when the Resident(s) are required to be physically present overnight at the hospital, on-call quarters will be provided and suitably maintained and secured by the Medical Center. Such on-call quarters are to be occupied only at those times that the Resident is scheduled for on-call duty and are not to be used as a residence. No other quarters will be provided.
3. Counseling, Impaired Physician, and Support Services - MCMC provides the Resident with reasonable assistance in locating counseling, medical, psychological and other support services on a confidential basis, including matters relative to Resident impairment. These services are described in MCMC's policy, a copy of which will be made available to the Resident, which sets forth the various forms of employee assistance provided by MCMC to the Resident. Such policy may be changed by MCMC from time to time, as appropriate.

XII. MEDICAL, FAMILY LEAVE OF ABSENCE

1. Medical Leave of Absence; Family Leave of Absence

The Medical Center provides a process of leave for eligible Residents that complies with the requirements of all local, state and federal laws and regulations governing time off from work. Medical Center's policy is located in the GME Policy Manual. Residents can review and obtain a copy of that policy in Medical Center's Office of Graduate Medical Education.

2. Absence Effect on Program Completion and Board Eligibility

Resident may be required to make up the time that he/she is absent in order to satisfy program requirements and/or be considered eligible to take an American Certifying Board examination. Program Director will provide written notice on a timely basis of any effect Resident's leave may have on Resident's ability to satisfy program requirements and/or take an American Certifying Board examination. Each Resident is responsible for meeting with his/her Program Director to define how lost time and clinical rotations will be made up to assure completion of the Residency Program and compliance with eligibility requirements

for an American Certifying Board examination and with state licensing laws.

XIII. DISCIPLINARY ACTION

1. Resident performance supervision is the responsibility of the Program Director. The Program Director may take appropriate disciplinary actions regarding a Resident in accordance with Mercy Catholic Medical Center's Institutional Resident Discipline and Dismissal Policy.

The Residency Program Director, after consultation with and agreement by the Designated Institutional Official, may not-promote, not renew, suspend, suspend with intent to terminate or terminate a Resident at any time upon notice thereof for proper cause. Proper cause shall include but not be limited to:

- a. Serious or repeated infraction of established policies, procedures, bylaws and Rules and Regulations of the Medical Center and the Medical Staff;
 - b. Violations by the Resident of the terms of this Agreement;
 - c. Any judgment impairing habit or addiction that interferes with the performance of the Resident's assigned duties;
 - d. Failure to properly perform required work duties;
 - e. Any action threatening the health, welfare or safety of any patient, visitor, colleague or employee;
 - f. Failure to progress in medical knowledge, skills and competencies.
2. In the event that disciplinary actions are recommended, the Resident is accorded due process in accordance with procedures outlined in Mercy Catholic Medical Center's Grievance Policies for Residents. Each Resident shall receive a copy of said policies at the time training begins and also at the time any changes or amendments are made.

XIV. TERMINATION BEFORE EXPIRATION

1. Mutual Agreement to Terminate. The parties have entered into this Agreement in good faith and acknowledge their respective ethical and legal obligations to fulfill this Agreement. However, this Agreement may be terminated at any time during its term by mutual agreement of the parties. In the event of termination by mutual agreement, the Resident has no right to any further compensation by the Medical Center.
2. Disability or Incapacity. In the event of disability or incapacitating illness rendering the Resident unable to perform his/her assigned duties for a period of ninety (90) days or more, Medical Center at its sole discretion may terminate this Agreement upon thirty (30) days written notice and dismiss Resident from its training program.
3. Disaster or Interruption to Patient Care. In the event Mercy Catholic Medical Center must reduce the size and/or close a residency program due to disruption by emergencies,

catastrophic events or natural disasters, Mercy Catholic Medical Center will follow all policies and procedures as set forth in the GME Policy Manual. Residents can review and obtain a copy of that policy in Medical Center's Graduate Medical Education Office or the Mercy intranet.

4. Immediate Termination. Medical Center may terminate this Agreement immediately upon providing Resident with written notice where any of the Conditions of Participation or Representations and Warranties provided in Paragraphs I and II hereof be or become no longer true. This Agreement may also be terminated pursuant to Paragraphs V(2)(d), V(2)(g) and XVI hereof.
5. Grievance Procedures and Due Process. Notwithstanding the foregoing, Medical Center shall not terminate the Agreement without first providing the Resident with written notice and an opportunity to discuss with the Program Director and the Designated Institutional Official, any differences, grievance or dissatisfactions which may exist. If the Agreement is terminated in accordance with this Section XIV prior to its expiration date, or if Medical Center provides the Resident with a notice of non-renewal, the Resident shall be accorded due process as specified in Paragraph XIII (2), and each party, at its option, may submit an explanatory statement to the Accreditation Council for Graduate Medical Education.

XV. PATIENT INFORMATION

1. Ownership. Resident acknowledges that all charts, files and other patient records ("Patient Information") developed during employment are the property of Medical Center, subject only to patients' rights to obtain copies of their records as provided by applicable law. Resident shall not remove from Medical Center's custody any Patient Information. Should this Agreement terminate, and should Resident obtain legally sufficient consent for obtaining copies of Patient Information, Medical Center shall provide Resident with photocopies of any requested records within ten (10) days of the presentation of any written request and written proof of sufficient legal consent. Resident agrees to be responsible for the payment of all charges associated with the reproduction of such Patient Information at the rates allowed by law.
2. Confidentiality. Resident and Medical Center agree to comply with all applicable local, state and federal laws pertaining to confidentiality of patients' medical and personal records. Resident is fully aware of the strict confidentiality restrictions placed upon Medical Center as a result of the health information confidentiality provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as implemented by federal regulations. 42 C.F.R. Section 164.500 et. seq. Resident agrees to strictly limit his use and disclosure of the subject records and information to his express obligations as denoted by this Agreement, and as limited by law. Resident shall implement and fully utilize appropriate safeguards to ensure that his use and disclosure of same is appropriately limited.

- XVI. Confidential and Proprietary Information, Trademarks and Copyrights. Resident acknowledges** that he may, from time to time, receive Medical Center's or an affiliate of Medical Center's Confidential and Proprietary Information. Such Confidential and Proprietary Information shall at all times be and remain the property of Medical Center and Resident agrees to preserve the confidentiality of any such information. Resident shall not use for his own benefit, or disclose to third parties, any Confidential and Proprietary Information without Medical Center's prior written

consent. Resident shall not use Medical Center's or Medical Center's affiliates' names, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of Medical Center. "Confidential and Proprietary Information" shall include all non-public information disclosed in confidence by Medical Center to Physician, including but not limited to information concerning disease management services, utilization review and case management services; credentialing programs and criteria; patient care and/or patient finances; marketing information, including but not limited to brochures, leaflets, surveys, and reports; financial information, including but not limited to earnings, volume of business, pricing methods, systems, practices, and strategic plans; and any other commercially valuable information, including but not limited to mailing lists, client lists, patient lists, business methods, patentable or copyrightable information or methods, programmatic information and structure, and related information and documents, in any medium. This Section shall survive the termination of this Agreement.

- XVII. RESOLUTION OF COMPLIANCE CONCERNS.** Both parties agree to not knowingly participate in any activity pursuant to this Agreement or in any aspect of our relationship that may constitute or be construed to constitute a violation of federal or state law regulation, including but not limited to improper arrangements or referrals under the Ethics in Patient Referral Act, Title 42 of the United States Code Section 1395nn (a.k.a. the Stark law), the federal Anti-kickback Statute, Title 42 of the United States Code Section 1320a-7b(b), the federal Civil Monetary Penalties Law, Title 42 of the United States Code Section 1320a-7a, or the Health Insurance Portability and Accountability Act of 1996, 104 P.L. 191, 110 Stat. 1936 (1996). Should either party become concerned that any activity undertaken pursuant to this Agreement or any aspect of their relationship may be construed to constitute a violation of law, the parties will promptly participate in good faith discussions concerning the activity.

After such good faith discussions, should Medical Center remain concerned about the activity, Resident agrees to work with Medical Center to promptly resolve the concern to Mercy's satisfaction. Resident's cooperation shall include, but is not limited to, fully cooperating with Medical Center or Medical Center's designee in the performance of any review of Resident's records as they reasonably relate to compliance with law or the satisfaction of Resident's responsibilities under this Agreement. Such records shall include, but are not limited to, any records or materials that Medical Center deems appropriate to verify that any Conditions of Participation or Representations and Warranties have been and continue to be fully satisfied under Paragraphs I and II hereof. After good faith efforts, should Medical Center decide that the activity has not been resolved to its satisfaction, Medical Center shall have the right to immediately terminate this Agreement. If and to the extent that any payment made hereunder is determined by a court or governmental agency with jurisdiction to have been illegal, the recipient shall promptly return the payment (or the portion thereof so determined to have been illegal) to the payer. All correspondence exchanged in these matters shall be deemed to be confidential, and shall be provided solely for the purposes of re-negotiation of the Agreement and settlement of a potential dispute. No such correspondence shall be deemed disclosed as to waive any privileges otherwise applicable to same.

XVIII. GRIEVANCES

Residents have the option of participating in Mercy Catholic Medical Center's grievance process for residents, outlined in Mercy Catholic Medical Center's Policies for Residents.

XIX. MISCELLANEOUS

1. The Medical Center does not discriminate against any person, including patients, on the basis of race, color, sex, religion, handicap, age or national origin, and complies with Title VI of the Civil Rights Act of non-discriminatory treatment of persons.
2. This Agreement constitutes the entire agreement of the parties. All prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. The paragraph headings used herein are for convenience only and shall not be used in the construction or interpretation of this agreement. Any reference to the masculine, feminine or neuter genders shall be deemed to include the other.
3. Resident may not assign any of his/her rights, powers, duties or obligations hereunder without the express prior written approval of the Medical Center.
4. Notwithstanding any other provision of this Agreement, if during the term hereof any Change in Standards, as defined below, may result in an Adverse Consequence, as defined below, the parties hereto agree to immediately cooperate in making reasonable revisions to this Agreement in order to avoid such Adverse Consequence.

As used herein, the term "Change in Standards" shall mean: (i) any new legislation enacted by the federal or any state government; (ii) any new third party payer or governmental agency laws, rules, regulations, guidelines, or interpretations of previously issued laws, rules, regulations or guidelines; (iii) any judicial or administrative orders or decrees; or (iv) any change of ACGME or AOA standards or requirements.

As used herein, the term "Adverse Consequence" shall mean that it prohibits, restricts, limits or otherwise affects either party's rights or obligations hereunder in a material manner or otherwise makes it desirable for either party to restructure the relationship established hereunder because of material legal, accreditation or financial consequences expected to result.

XX. RE-APPOINTMENT/RENEWAL

1. Resident understands and agrees that no further appointment, or promotion to the next level of training is assured or to be implied from any of the terms and conditions of this Agreement, or any other written or oral communication between the parties. The Medical Center may elect not to promote the resident or renew this Agreement due to program requirements, ACGME restrictions, changes in the Medicare or Medicaid programs, federal government regulations, changes in reimbursement to the Medical Center or any other reason for which the Medical Center determines non-renewal to be appropriate. In any case, the Resident shall be accorded due process as specified in Paragraph XIII(2) of this Agreement. Only Residents who are in a Residency Program which consists of more than one year in duration and not in their final year of his or her Residency Program are entitled to due process if their Agreement is not renewed upon its expiration.

2. Notice; Failure to Renew or Failure to Promote. Should the Medical Center intend to refuse the Resident re-appointment upon the expiration of this Agreement, or should the Medical Center intend to refuse to promote the Resident to the next level of training Medical Center shall provide the Resident with written notice prior to the expiration of this Agreement. The Medical Center shall provide Resident with as much notice as reasonably possible. In any case, the Resident shall be accorded due process as specified in Paragraph XIII(2) of this Agreement.

XXI. CERTIFICATION

Certification of completion of the program will be contingent upon the Resident having on or before the date of regular termination of this Agreement, returned all hospital property such as books, equipment, etc., and settled his/her professional and financial obligations including the completion of all medical records.

IN WITNESS WHEREOF, and intending to be legally bound, Resident and Medical Center execute this Agreement as of the dates below written.

RESIDENT:

DATE

SIGNATURE

(Printed Name)

MERCY CATHOLIC MEDICAL CENTER:

By:

DATE

, MD
Program Director

DATE

Eric H. Green, MD
Designated Institutional Official
Mercy Catholic Medical Center

Attachment "A"

"Sanctioned Provider(s)"

"Sanctioned Provider" means a person or entity who:

1. is under indictment or prosecution for, or has been convicted of: (i) any offense related to the delivery of an item or service under the Medicare or Medicaid programs or any program funded under Title V or Title XX of the Social Security Act (the Maternal and Child Health Services Program or the Block grants to States for Social Services programs, respectively), (ii) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service, (iii) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service, (iv) obstructing an investigation of any crime referred to in (i) through (iii) above, or (v) unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;
2. has been required or has agreed to pay any civil monetary penalty under 42 U.S.C.A. Section 1320a-7a regarding false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state or federal health care program; or
3. has been excluded from participation in the Medicare, Medicaid, or Maternal and Child Health Services (Title V) program, or any program funded under the Block Grants to States for Social Services (Title XX) program.

GMEC Approved 1/22/97

Rev. 11/20/98

Rev. 7/19/03

Rev. 9/16/03 v7

Rev 11/25/03 v8

Rev 09/06 v9

Rev. 12/06 v10, GMEC approved 11/06, MEC approved 12/06

Rev. GMEC approved 06/07, MEC approved 09/07

Revised: GMEC approved 4/28/08, MEC approved 7/8/08

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Revised: GMEC approved 02/02/15