

**ST. VINCENT HOSPITAL AND HEALTH CARE CENTER, INC.  
RESIDENCY PROGRAM AGREEMENT**

This **RESIDENCY PROGRAM AGREEMENT** ("Agreement") is entered into by and between **St. Vincent Hospital and Health Care Center, Inc.** ("Hospital") and \_\_\_\_\_, **M.D./D.O.** ("Resident"), a qualified graduate of \_\_\_\_\_, who is eligible to study in the \_\_\_\_\_ residency program ("Program") at the **PGY-1** level.

**W I T N E S S E T H:**

**WHEREAS**, Hospital is the owner and operator of an acute care hospital known as St. Vincent Hospital and Health Care Center, Inc. with facilities located in Indianapolis, Indiana;

**WHEREAS**, the Program has been established to support Hospital in furthering its academic mission and charitable purposes of providing health care services;

**WHEREAS**, Resident has applied for and been accepted into the Program and Hospital now desires to employ Resident to train and practice medicine as a trainee in Indiana; and

**WHEREAS**, Resident agrees to accept employment and fulfill his/her duties and obligations to Hospital and its Patients (as defined below) pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants as contained herein, the parties agree as follows:

**I. DEFINITIONS**

Unless otherwise clearly required by the context of this Agreement, the terms set forth below shall have the following meanings ascribed thereto:

- 1.1 Exempt-Status Employee. "Exempt-Status Employee" shall mean an individual employed by Hospital whose compensation is exempt from overtime requirements and who is paid on a non-hourly basis.
- 1.2 Handbook. "Handbook" shall mean the *House Staff Handbook*, which is attached hereto and incorporated herein as Exhibit A.
- 1.3 Hospital. "Hospital" shall mean St. Vincent Hospital and Health Care Center, Inc., an Indiana nonprofit corporation, acting through its President or the President's designee.
- 1.4 Program. "Program" shall mean Hospital's accredited \_\_\_\_\_ residency training program which is sponsored by Hospital.

- 1.5 Patients. "Patients" shall mean any persons provided care, facilities or services, directly or indirectly, by or through Hospital, or its related organizations.
- 1.6 Policies of Hospital or Policies. "Policies of Hospital" or "Policies" shall mean and include the Bylaws and Rules of Hospital, Hospital personnel policies, and other established policies, practices and procedures of Hospital and the Program.
- 1.7 President. "President" shall mean the person holding the position currently titled President of Hospital or such other title as may hereinafter be adopted to describe the executive of Hospital exercising overall authority with respect to the operation and management of Hospital.
- 1.8 Program Director. "Program Director" shall mean the individual appointed by Hospital to direct and otherwise administer the Program.
- 1.9 Resident. "Resident" shall mean \_\_\_\_\_, **M.D./D.O.**
- 1.10 Services. "Services" shall mean those duties and responsibilities of Resident as enumerated in Article II.

## **II. RESIDENT DUTIES AND RESPONSIBILITIES**

- 2.1 Employment. Hospital does hereby employ Resident, and Resident hereby accepts employment by Hospital to fulfill those duties and responsibilities set forth herein in accordance with the terms of this Agreement.
- 2.2 General Duties and Responsibilities. Resident accepts the duties and responsibilities as outlined in the most recent version of the Handbook including, but not limited to, following all regulations and Policies of Hospital, policies concerning health and disability, leaves of absence or other requirements of the **Accreditation Council for Graduate Medical Education ("ACGME")**. Resident agrees to perform such duties and responsibilities to the best of his/her abilities and at a satisfactory level of competence, as determined by the Program Director and Hospital's Director of Medical Education. As a full-time employee of Hospital, Resident agrees to be bound by the Handbook, as updated from time to time, and all other applicable policies, procedures and/or requirements of Hospital and the **ACGME** as stated herein, including the Policies of Hospital on moonlighting and the **ACGME's** Duty Hours Regulation.
- 2.3 Reporting and Accountability. In the performance of the terms of this Agreement, Resident shall be accountable to the Program Director, or his or her designee. In discharging Resident's duties hereunder, Resident agrees that, as an employee of Hospital, Resident will act in a manner that is consistent with the best interests of Hospital and shall not act in a material manner that is opposed to the interests of Hospital.

- 2.4 Cooperation. Resident shall demonstrate the willingness and capacity to work with and relate to other physicians, residents, members of other health care disciplines, Hospital management and employees, Patients, visitors, family and the community in general, in the cooperative, non-disruptive, and professional manner that Hospital considers essential for maintaining an environment appropriate to quality patient care and Hospital's reputation in the community.

### **III. HOSPITAL RESPONSIBILITIES**

Hospital assumes responsibility for ensuring the Program is accredited by the **ACGME**, a suitable environment for learning and due process for the redress of any grievances as described in the Handbook. Hospital represents that its Program, as detailed in the Handbook, contains policies addressing gender and other forms of harassment, and provides Resident access to confidential counseling, medical and psychological support services, including those pertaining to Resident impairment.

### **IV. PROFESSIONAL CONDUCT AND ACTIVITIES**

- 4.1 Licensure. Resident shall hold an unlimited or temporary license to practice medicine in Indiana and shall comply with those regulations and standards of professional conduct adopted by the Medical Licensing Board of Indiana.
- 4.2 Professional Ethics. Resident shall comply with the medical ethics and principles adopted by the American Medical Association, shall acknowledge and respect the freedom of Patients to participate in health care decision-making, and shall honor Patient choice in the selection of health care providers. Resident shall also cooperate with Hospital in Patient notification efforts concerning the operation of Hospital and the employment relationship between Hospital and Resident.
- 4.3 Professional Judgment. Hospital shall not direct or control the independent medical acts, decisions or judgments of Resident in rendering of Services pursuant to this Agreement.
- 4.4 Required Disclosures. Resident shall notify Hospital in writing within three (3) days after Resident has actual knowledge of any of the following events:
- 4.4-1 Resident's license to practice medicine in Indiana or any other state is suspended, revoked, terminated, or made subject to terms of probation or other restriction.
  - 4.4-2 Resident becomes the subject of a disciplinary proceeding or action before the Indiana Medical Licensing Board or the licensing board of any state in which Resident holds a license, the subject of any investigation, sanction, or the subject of any other audit or similar proceeding by any federal, state, or local agency, or any Medicare carrier or intermediary.

4.4-3 An event occurs that substantially interrupts all or a portion of Resident's ability to fulfill Resident's duties and obligations hereunder.

4.5 Corporate Responsibility. Hospital has in place a Corporate Responsibility Program ("CRP") which has as its goal to ensure that the Hospital complies with federal, state and local laws and regulations. The CRP focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Resident acknowledges Hospital's commitment to corporate responsibility and agrees to provide Services in accordance with the underlying philosophy of corporate responsibility adopted by Hospital. Resident shall comply with the CRP and shall assist Hospital as needed in the educational and investigational components of the CRP. Resident further agrees to disclose immediately any proposed or actual debarment, exclusion or other event that makes Resident ineligible to participate in federal health care programs or federal procurement or non-procurement programs in which Resident was originally eligible.

## **V. COMPENSATION, BILLING AND ASSIGNMENT**

5.1 Employment. Resident shall be a full-time Exempt-Status Employee of Hospital and subject to and eligible for Hospital's wage and employment policies, except as may be modified by this Agreement.

5.2 Compensation. In consideration for Services to be provided by Resident to Hospital pursuant to the terms of this Agreement, Hospital agrees to compensate Resident \_\_\_\_\_ per annum. Such compensation shall be payable on a pro rata basis, with appropriate taxes and other amounts withheld, at times and in a manner similar to Hospital's payment of other employee salaries. Resident shall also be eligible for bonuses pursuant to Hospital's Policies and as determined within Hospital's sole discretion.

5.3 Employee Benefits. Resident is eligible for those employee benefits provided for in the Handbook which may be at Resident's sole or shared cost and shall include, but may not be limited to, purchased health and disability insurance, medical insurance, dental insurance, and optical care for Resident and his/her dependents. Hospital shall provide Resident vacation and leave of absence benefits as more fully described in the Handbook. Resident shall be eligible for such other benefits as may be provided by Hospital from time to time, in its sole discretion, and as provided for in the Handbook. Resident agrees to sign below to indicate his/her acknowledgement of receipt of a copy of the Handbook.

## VI. CONFIDENTIALITY AND TRADE SECRETS

- 6.1 Proprietary Information. In the course of providing Services hereunder, Resident will acquire valuable proprietary data and other confidential information with respect to Hospital's activities. The parties agree that such proprietary data and other confidential information include, but are not limited to, the following: Hospital's business and financial methods and practices, pricing and marketing techniques, file or database materials, computer programs, lists of Hospital's Patients, Patient record cards, Patient files, data on Hospital suppliers as well as similar information relating to Hospital's current or future affiliates. In addition, Resident, on behalf of Hospital may develop personal acquaintances with Patients and prospective Patients of Hospital. As a consequence, the parties acknowledge that Resident will occupy a position of trust and confidence with respect to Hospital's affairs and services. In view of this position and the remuneration to be paid to Resident, Resident acknowledges that it is reasonable and necessary for the protection, goodwill and business of Hospital that Resident agree to those terms contained in this Article VI regarding the conduct of Resident during and subsequent to Resident's rendering of Services to Hospital, and that Hospital will suffer irreparable injury if Resident engages in the conduct prohibited thereby. Resident represents that Resident's experience and abilities are such that observance of these terms will not cause Resident any undue hardship or unreasonably interfere with Resident's ability to earn a livelihood.
- 6.2 Restriction on Unauthorized Disclosure. Resident, during the term of this Agreement and thereafter, will not, without the express written consent of Hospital, directly or indirectly communicate or divulge, or use for Resident's own benefit or the benefit of any other person, firm, association or corporation, any of Hospital's or its affiliates' proprietary data or other confidential information, including by way of illustration, the information described in Section 6.1, which were communicated to or otherwise learned by Resident in the course of the employment relationship covered by this Agreement. Resident may, however, disclose such matters to the extent that disclosure is required in the course of the employment relationship with Hospital, or by a court or governmental agency of competent jurisdiction. As long as such matters remain proprietary data or other confidential information, Resident will not use such proprietary data or other confidential information, in any way or in any capacity other than as a Resident employed by Hospital and to further Hospital's interests.

## VII. TERM AND TERMINATION

- 7.1 Term. The term of this Agreement shall be for a period of one (1) year **commencing on \_\_\_\_\_, and terminating on \_\_\_\_\_.** Resident understands and agrees that renewal of the Agreement is not assured due to or to be implied from any of the terms and conditions of this Agreement or any other written or oral communication between the parties. Hospital may elect not

to renew this Agreement as described in the Handbook for any reason which Hospital determines non-renewal to be appropriate. In such case, Resident is entitled to due process through the policies and procedures contained in the Handbook. Every effort will be made by Hospital to provide Resident one hundred twenty (120) days' written notice of its intent not to renew the Agreement.

7.2 Termination. Notwithstanding Section 7.1, this Agreement shall terminate prior to its natural termination on the occurrence of any of the following events:

7.2-1 In the event Hospital and Resident mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

7.2-2 Hospital may terminate this Agreement immediately upon written notice to Resident in the event Resident: (i) fails in any manner to provide the Services as specified in Article II hereof; (ii) has any disciplinary sanction imposed upon Resident's license to practice medicine by the Indiana Medical Licensing Board; (iii) violates the Policies of Hospital, including Hospital's policies regarding graduate medical education; (iv) fails to fulfill AGME competencies; (v) defaults in the performance of any of the terms of this Agreement; (vi) is excluded from any federal or state health care reimbursement program for professional misconduct or ethical violations; (vii) fails for any reason to qualify for professional liability insurance coverage required by this Agreement at standard rates; or (viii) in Hospital's reasonable opinion, has provided inadequate Patient care or has engaged in conduct that is disruptive to Hospital's operations or interests, unprofessional, unethical, or constitutes a threat to the health, safety or welfare of any person. In its sole discretion, Hospital may decide to offer Resident an opportunity to remedy any such issue or material breach pursuant to this Section 7.2-3.

7.2-3 This Agreement shall terminate immediately upon death of Resident. Hospital may terminate this Agreement immediately if Resident has an extended disability preventing Resident from providing Services required pursuant to this Agreement.

7.3 Effect of Termination. Except for obligations accruing prior to the date of termination or employee benefits continuation coverage obligations, upon termination of this Agreement, neither party shall have any further obligation hereunder, including Hospital's obligation to provide salary, employee benefits and medical malpractice insurance.

## **VIII. REGULATORY COMPLIANCE**

8.1 Regulatory Compliance. The parties agree that this Agreement is intended to comply with all applicable state and federal laws, rules, regulations and

accreditation standards including, but not limited to the Stark Law (42 U.S.C. 1395nn et seq.) and regulations, the Medicare and Medicaid Fraud and Abuse Statute (42 U.S.C. 1320a-7b(b) et seq.) and regulations, standards of accrediting bodies, including The Joint Commission standards, and all regulations governing use of facilities financed with tax-exempt bonds ("Laws"). If, at any time, this Agreement is found to violate any applicable provision of these Laws, or if any party has a reasonable belief that this Agreement creates a material risk of violating any Laws, either party may terminate the Agreement upon sixty (60) days' written notice to the other party; provided, however, the parties shall in good faith attempt to renegotiate the portion of this Agreement that creates the violation or risk of violation of the Laws.

8.2 Health Insurance Portability and Accountability Act Compliance. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191). Furthermore, the parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which Hospital is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Privacy Laws") in order to ensure that Hospital is at all times in conformance with all Privacy Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Privacy Laws, the parties, acting in good faith, are: (a) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question; or (b) alternatively, the parties determine in good faith that amendments or alterations to meet the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days' prior written notice.

## **IX. ETHICAL AND RELIGIOUS DIRECTIVES**

When providing Services under this Agreement, Resident shall conduct himself/herself in a manner consistent with the Ethical and Religious Directives for Catholic Health Care Services ("Directives") as promulgated by the United States Conference of Catholic Bishops, Washington, D.C. of the Roman Catholic Church or its successor and Resident shall not perform any procedure at the Hospital contravening the Directives. A copy of the Directives shall be provided to Resident upon request.

## **X. STATUS OF THE PARTIES**

In performing the Services as contemplated herein, Hospital and Resident agree that Resident is acting as an employee of Hospital and not as an independent contractor. Resident agrees to be bound by all applicable Policies, rules and regulations of Hospital that are now in effect or may hereinafter be enacted or amended.

## **XI. INSURANCE**

- 11.1 Professional Liability. Hospital agrees to obtain and keep in full force and effect professional liability coverage as required to qualify Resident as a qualified provider under the Indiana Medical Malpractice Act (I.C. § 34-18 et seq.).

Resident shall only be covered by Hospital's professional liability coverage while Resident is acting within the scope and in the course of Resident's employment with Hospital, except that coverage shall also be extended to those instances when Resident is called upon to provide care at the scene of an accident or emergency care to the victim thereof, provided that Resident receives no remuneration for such services, and provided that Resident's conduct is not deemed to be willful or wanton misconduct. To the extent possible, Resident shall rely on the immunity granted in the Indiana Good Samaritan Act (I.C. §§ 34-30-12 and 13 et seq.).

Resident shall not be covered by Hospital's medical malpractice coverage for those acts that occurred prior to Resident's employment, and Resident shall retain coverage for such acts.

- 11.2 Public and General Liability. Hospital agrees that it will carry worker's compensation and employer's liability, public liability, property damage, contractual liability, fire and extended coverage insurance, as applicable to the provision of Services under this Agreement. Such coverage may be provided through self-insurance programs.

## **XII. GENERAL PROVISIONS**

- 12.1 Amendments. This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- 12.2 Assignment. Hospital may assign this Agreement without the written approval of Resident to any successor entity operating the facility now operated by Hospital or to a Related or Affiliated Organization. "Related or Affiliated Organization" shall mean an entity whose sole member or owner is St. Vincent Health, Inc. or one of its subsidiaries. Resident may not assign Resident's rights or obligations under this Agreement to any other person or entity.
- 12.3 Confidentiality. Hospital and Resident agree that the terms and conditions of this Agreement shall remain confidential, except as otherwise required by federal, state or accrediting agencies. Except as otherwise stated herein, neither Hospital nor Resident shall distribute this Agreement or any part thereof or reveal any of the terms of this Agreement to parties other than their employees or agents.
- 12.4 Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and



constitutes the entire Agreement between the parties hereto. Neither Hospital nor Resident shall be entitled to benefits other than those herein specifically enumerated.

- 12.5 Execution. This Agreement and any amendments thereto shall be executed on behalf of Hospital and Resident. Each copy shall be deemed an original, but both originals together constitute one and the same instrument.
- 12.6 Governing Law. This Agreement shall be construed and governed by the laws of the State of Indiana.
- 12.7 Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the Agreement shall not apply a presumption that the terms hereof shall be more strictly construed against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation of this Agreement.
- 12.8 Notices. Notices or communications herein required or permitted shall be given to the respective parties by first class mail (said notice being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

**RESIDENT**

\_\_\_\_\_, M.D./D.O.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HOSPITAL**

A. Joel Feldman, M.D., President  
St. Vincent Hospital and  
Health Care Center, Inc.  
2001 West 86th Street  
Indianapolis, Indiana 46260

**COPY TO:**

St. Vincent Contract Management  
8402 Harcourt Road, Suite 823  
Indianapolis, Indiana 46260

Vice President of Medical and  
Academic Affairs  
St. Vincent Hospital and Health  
Care Center, Inc.  
2001 West 86th Street  
Indianapolis, Indiana 46260

- 12.9 Rights of Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any persons other than the parties to this Agreement and their respective successors and assigns, nor is anything in

this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provisions give third persons any right of subrogation or action against any party to this Agreement.

- 12.10 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 12.11 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

*[signature page follows]*

**IN WITNESS WHEREOF**, Resident and the duly authorized representative of Hospital have executed this Agreement on the dates written below.

**ST. VINCENT HOSPITAL AND  
HEALTH CARE CENTER, INC.**

**RESIDENT**

By: \_\_\_\_\_  
Erica Wehrmeister, COO

By: \_\_\_\_\_  
\_\_\_\_\_, **M.D./D.O.**

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

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

I, \_\_\_\_\_, acknowledge that I have received a copy of the St. Vincent *House Staff Handbook*.

\_\_\_\_\_  
\_\_\_\_\_, **M.D./D.O.**

**EXHIBIT A**

**HOUSE STAFF HANDBOOK**