

**SSM HEALTH CARE GROUP d/b/a SLUCARE PHYSICIAN GROUP
RESIDENT PHYSICIAN TRAINING AGREEMENT
(On-Cycle With Academic Year; New Resident AY25)**

THIS RESIDENT TRAINING AGREEMENT (“Training Agreement”) is by and between SSM Health Care Group, doing business as SLUCare Physician Group, a Missouri nonprofit corporation (“Group”), and the resident named below (the “Resident” or “You”). This Training Agreement shall be binding upon Resident and Group upon the signing by Resident of this Training Agreement. Your employment with Group under this Training Agreement shall commence on the effective date designated below (“Effective Date”).

By entering into this Training Agreement, You are adopting and agreeing to the Standard Resident/Fellow Physician Employment Terms, as amended and updated from time to time (the “Standard Terms”), the current version of which is attached to this Training Agreement. This Training Agreement plus the Standard Terms (including the policies incorporated by reference into the Standard Terms) collectively constitute the employment agreement between You and Group.

A. The following paragraphs set forth information concerning your employment. Please refer to the Standard Terms for additional information.

1. **Resident Name:**

2. **Address:**

3. **E-Mail Address:**

4. **Residency Program:**

5. **Postgraduate Year:**

6. **Program Year:**

7. **Effective Date:**

8. **Term:** The term of this Training Agreement commences on the Effective Date and continues until the completion of the Residency Program, subject to satisfactory completion of training and/or early termination as provided in the Standard Terms. Please sign and return this Training Agreement by _____ or You may not be licensed in time to begin clinical care on July 1, 2024.

Your participation in Your Program in future Contract Years, and the amount of the Stipend payable to You will be confirmed to You either by a reappointment letter or by a new Training Agreement or Training Agreement amendment (subject to Your successful completion of Your then-current Program Year).

9. **Employment Requirements:** By signing this Training Agreement, You agree that two (2) weeks prior to the Effective Date, (a) You will have: (i) provided proof to the SSM Employee Health department that You have received all COVID-19 vaccine doses recommended by the Centers for Disease Control and Prevention or have been granted a religious or medical exemption by SSM Health; (ii) participated in a TB test through the SSM Employee Health department; and (iii)

provided proof to the SSM Employee Health department that You have received an influenza vaccine for the current season or have been granted a religious or medical exemption by SSM Health; and (b) You will have (x) passed a drug screening test through the SSM Employee Health department; (y) passed a background and criminal check through SSM Health; and (z) completed a Form I-9 with SSM Health and provided all required records to establish that You may lawfully work in the United States.

10. **Contract Year:** July 1st to the succeeding June 30th

11. **Annual Stipend:** Your Annual Stipend for the Program Year which starts on Your Effective Date is \$ _____ and will continue until the Program Director has determined that Your Program Year training has been completed. The Annual Stipend will begin on the earlier of Your Effective Date and Your actual orientation start date on or about June 17, _____ and the Annual Stipend will be spread across the total time period.

12. **Are You Practicing Pursuant to Work Authorized Nonimmigrant Status?** Yes. If Yes, which type of nonimmigrant status? GC

13. **Employment Contingencies:** Your employment is contingent upon: (1) graduation from an approved School of Medicine or Osteopathy in the United States or Canada; or, if a graduate of an international medical school, certification that you have successfully completed the requirements of the Education Commission for Foreign Medical Graduates; and (2) either a permanent Missouri license to practice medicine and surgery in the State of Missouri, a permanent DEA license, and a permanent Missouri Controlled Substance Registration certificate; or a temporary license to practice medicine and surgery in the State of Missouri and a temporary Missouri Controlled Substance certificate (in this instance an affiliated hospital's DEA registration number may be used on a temporary basis). The Graduate Medical Education Office will assist you in processing your temporary license and BNDD registration. Completed applications for temporary licensure and BNDD registration must be received in the Graduate Medical Education Office no later than 12 weeks before your clinical training begins.

14. **Benefits:** As a new Resident, Your benefits are as set forth at www.ssmhealth.com/login using the access code **NewRes24!**. Such benefits may be amended from time to time in the sole discretion of Group, and subject to all eligibility, contribution requirements and other conditions, included in the plans and programs, and expressly conditioned upon any such amendment being applicable to all similarly-situated Group employees. In the event of any conflict between this Training Agreement and any applicable plan document, the terms and conditions of the plan document expressly supersede, govern and control. The applicable plan documents are available upon request of the local Human Resources Department and available on the SSM Health intranet.

Included in your Annual Stipend in Section A.11 above is a supplemental payment of \$2,400 per year, intended to offset the cost of meals when You are working or on call, which will be provided for so long as You remain in any SSM Health/Saint Louis University School of Medicine training program.

The Resident understands and acknowledges that:

- Resident is expected to comply with the Standard Terms, GME Policies and Procedures, all applicable SSM Health policies, as well as applicable federal and state laws and regulations.

Please indicate Your acceptance of this Training Agreement and the related Standard Terms by signing below.

RESIDENT:

SSM HEALTH CARE GROUP d/b/a SLUCare
Physician Group

Signed by:
FB3BA286BEF457...



Name: _____

Name: Robert Pendleton, M.D.
Title: Chief Clinical Officer

Dated: _____

Dated: April 15, 2024

SSM HEALTH CARE GROUP d/b/a SLUCare
Physician Group

SSM HEALTH CARE GROUP d/b/a SLUCare
Physician Group

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**SSM HEALTH CARE GROUP d/b/a SLUCARE PHYSICIAN GROUP
STANDARD RESIDENT/FELLOW PHYSICIAN EMPLOYMENT TERMS
(Version No. 2 Dated February 1, 2024)**

Introduction

The following Standard Resident/Fellow Physician Employment Terms (the “Standard Terms”) constitute a core component of the employment agreement between SSM Health Care Group, doing business as SLUCare Physician Group (the “GROUP”) and the physician who adopts these Standard Terms (the “RESIDENT/FELLOW”) through a personalized Training Agreement and any amendments thereto (the “Training Agreement”). These Standard Terms, the cross-referenced policies and the Training Agreement collectively constitute the employment agreement between RESIDENT/FELLOW and GROUP.

The Training Agreement will specify RESIDENT/FELLOW’s Residency/Fellowship Program (“PROGRAM”). The Training Agreement combined with the incorporated Standard Terms and cross-referenced policies shall be referred to as the “Agreement.”

NOTE: The following provisions of the Standard Terms are applicable to all RESIDENTS/FELLOWS excluding any provisions which are modified or deleted pursuant to RESIDENT/FELLOW’S Training Agreement, and including any provisions which are designated as only being applicable to RESIDENTS/FELLOW’S specific immigration status.

Standard Resident/Fellow Physician Employment Terms

GROUP desires, as part of its mission, purpose and objectives of providing high quality, cost-effective medical care and medical education in the greater St. Louis metropolitan area, to support the education and training of medical students, residents and fellows. Group desires to employ RESIDENT/FELLOW to participate in the PROGRAM and RESIDENT/FELLOW desires to participate in the PROGRAM in accordance with the Training Agreement and these Standard Terms.

1. Responsibilities of RESIDENT/FELLOW.

- 1.1 **Compliance.** RESIDENT/FELLOW will comply with the established policies of GROUP and its staff and the laws, rules and regulations to which GROUP and RESIDENT/FELLOW are subject, including without limitation, the GME Policies and Procedures, Training Program Policies and Procedures, and policies of the affiliated training hospitals and clinical sites.
- 1.2 **No Additional Benefits.** In consideration of the salary and benefits provided pursuant to this Agreement, RESIDENT/FELLOW agrees to receive only the benefits set forth here in lieu of additional benefits provided to other GROUP employees.
- 1.3 **Performance of Services.** RESIDENT/FELLOW shall not engage in any conduct that would jeopardize the health, safety or privacy of patients. RESIDENT/FELLOW shall provide and perform all services hereunder in accordance with:
 - (i) the then currently accepted methods and practices of the appropriate state licensing authority for physicians and the purpose and standards recommended by The Joint Commission;
 - (ii) GROUP policies and procedures, including the GME Policies and Procedures;
 - (iii) applicable laws, regulations and accreditation standards; and

(iv) the mission and philosophy of SSM Health, which includes: a commitment to participate in programs and processes designed to improve community health status, including participation in Medicare and Medicaid programs; the prohibition against abortion, physician assisted suicide, euthanasia or any other acts that may be construed as taking innocent human life in accordance with the teachings of the Roman Catholic Church and the United States Conference of Catholic Bishops; and a commitment to SSM Health management philosophies and its continuous quality improvement culture.

1.4 [This paragraph is applicable only if RESIDENT/FELLOW is H-1B status.] H-1B Visa Waiver. RESIDENT/FELLOW will at all times during the Term of RESIDENT/FELLOW's employment maintain valid H-1B work authorization and status specific to Group, and will not engage in any employment duties or activity that have not been disclosed and approved in RESIDENT/FELLOW'S H-1B petition and Labor Condition Application, and will only work at the location(s) specifically disclosed and approved in RESIDENT/FELLOW's H-1B petition and Certified Labor Condition Application. Any proposed material changes to the working conditions of the H-1B RESIDENT/FELLOW shall not be implemented and made effective without prior evaluation by Group and an appropriate amended petition has been filed, if deemed necessary.

2. **Responsibilities of GROUP.**

2.1 Stipend. The GROUP shall provide RESIDENT/FELLOW with an annual salary ("Stipend"), payable in bi-weekly installments during the term of the Agreement. The Stipend shall be paid in the amount indicated in RESIDENT/FELLOW's then-current Training Agreement, as amended. GROUP shall deduct all state and federal taxes from RESIDENT/FELLOW's salary, as required by law, but shall make no other deductions unless authorized by RESIDENT/FELLOW or required by law. In addition, RESIDENT/FELLOW may be eligible to receive additional compensation for services outside the scope of the Agreement, subject to prior approval by GROUP.

2.2 Professional Liability Insurance. Beginning on the Effective Date, and continuing through the term of this Agreement, GROUP agrees to procure and maintain, either through commercial policies, self-insurance, or through agreements with affiliated entities, professional liability coverage for losses arising out of the acts or omissions of RESIDENT/FELLOW in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. In the event that GROUP, or the third party, provides professional liability coverage on a claims-made basis, then GROUP shall ensure, after the expiration or termination of this Agreement for any reason, professional liability coverage (which may include self-insurance coverage) for professional liability resulting from acts or omissions of RESIDENT/FELLOW occurring while this Agreement was in effect, up to the limits of the GROUP self-insured retention as of the date the claim is made, but in no event shall such limits be less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

2.3 Outside Compensation. Any form of compensated activity outside of the scope of the PROGRAM by RESIDENT/FELLOW (moonlighting) will be considered a breach of contract and reason for suspension or dismissal unless prior special permission has been granted by the Program Director and the Designated Institutional Official.

3. **Term.** The term of this Agreement shall commence on the Effective Date and continue until the completion of the PROGRAM, subject to early termination as set forth below in Section 4 and/or RESIDENT/FELLOW's satisfactory academic progress as set forth below in Section 5 ("Term"). The Term will end upon issuance of a non-promotion letter or termination of the Agreement provided to RESIDENT/FELLOW as set forth herein. As appropriate, in the sole discretion of the Program Director and GROUP, promotion of RESIDENT/FELLOW will be evidenced by a reappointment letter, amendment, or updated Training Agreement provided by the Program Director and GROUP. In the event that any requirements of RESIDENT/FELLOW are not met or provided by RESIDENT/FELLOW to the Program Director by the Effective Date or the beginning of any subsequent new program year, as applicable, this Agreement may be terminated without advance notice at the discretion of the Program Director and GROUP. If a decision not to promote occurs, the Program Director will provide RESIDENT/FELLOW with as much written notice as circumstances reasonably allow prior to the end of the program year. RESIDENT/FELLOW may appeal a termination or non-promotion action in accordance with the GME Policies and Procedures. There is no obligation by GROUP and/or the Program Director to extend this Agreement beyond any program year.

4. **Termination.**

4.1 **Immediate Termination of Agreement.** Upon the occurrence of any of the following events, RESIDENT/FELLOW will be immediately terminated from the PROGRAM and this Agreement shall be terminated:

- (i) If RESIDENT/FELLOW's license to practice medicine in the State of Missouri and/or any other state is revoked or suspended.
- (ii) If RESIDENT/FELLOW's DEA registration is revoked.
- (iii) If RESIDENT/FELLOW requires Department of Homeland Security or United States Citizenship and Immigration Services issued work authorization (for example, H-1B or J-1 nonimmigrant status) and is denied or lacks such authorization.
- (iv) If RESIDENT/FELLOW is excluded from participation in any federal healthcare program.
- (v) If RESIDENT/FELLOW, by action or inaction, commits or allows to occur any action or course of action which the GROUP reasonably believes involved moral turpitude, or is contrary to the interests, patient care, or general welfare of the GROUP, patients, employees and visitors.
- (vi) Such other cause that, at the discretion of the GROUP, makes it advisable, in accordance with the GME Policies and Procedures in effect during the term of this Agreement, and any renewal thereof.

Action taken pursuant to this Section will follow the rules and regulations of the employment policies as outlined by the Human Resources Department and the GME Policies and Procedures.

4.2 **Effect of Termination.** In the event this Agreement is terminated pursuant to any provision of this Agreement, RESIDENT/FELLOW will receive a separate letter from the Designated Institutional Officer regarding RESIDENT/FELLOW's dismissal from the PROGRAM.

4.3 **Resignation from the PROGRAM.** RESIDENT/FELLOW is required to provide sixty (60) days prior written notice of resignation from the PROGRAM to the Program Director when

such resignation is to occur at any time other than at the completion of a training year. This requirement may be waived only with the approval of the Program Director and the Senior Associate Dean.

5. **Training and Reappointment.**

- 5.1 **Satisfactory Completion of Training.** Satisfactory completion of training during each year of residency is required before RESIDENT/FELLOW may advance to the next level of training. Satisfactory completion of training includes, but is not limited to:
- (i) Successful completion of all required rotations, clinical case volumes, required procedures, educational experiences and requirements as listed in the GME Policies and Procedures.
 - (ii) Endorsement by the Clinical Competency Committee and Program Director of having demonstrated sufficient competence to enter practice without direct supervision.
 - (iii) Completion of all patient medical records and required documentation including duty hour logs, procedure logs, and evaluations of each rotation by RESIDENT/FELLOW.
- 5.2 **Reappointment.** RESIDENTS/FELLOWS desiring appointment to the subsequent year must have demonstrated to the faculty their ability to supervise more junior residents and medical students. Advancement of RESIDENT/FELLOW to the subsequent program training year will be upon the recommendation of and at the discretion of the Clinical Competency Committee and the Program Director. Advancement decisions will take into account, but not be limited to, performance evaluations, ACGME Milestones, GME Policies and Procedures, Training Program Policies and Procedures, and/or GROUP policies and procedures.
- 5.3 **Failure to Complete Training.** Failure to complete training requirements satisfactorily or breach of the rules and policies of the GROUP and PROGRAM may subject RESIDENT/FELLOW to non-promotion, probation, suspension, dismissal or termination from the Training Program as deemed necessary and proper by the Program Director and as outlined in this Agreement, the GME Policies and Procedures, Training Program Policies and Procedures, and/or GROUP policies and procedures. If RESIDENT/FELLOW is failing to satisfactorily pursue the PROGRAM training requirements, the Program Director shall provide RESIDENT/FELLOW with written notice that RESIDENT/FELLOW will be placed on probationary status. Thereafter, if the identified deficiencies are not corrected, the GROUP and Program Director may terminate RESIDENT/FELLOW's employment and dismiss RESIDENT/FELLOW from the PROGRAM.
- 5.4 **Assignments.** All assignments to institutions, rotation schedules, and hours of duty for RESIDENTS/FELLOWS are determined and announced by the appropriate Program Director. These assignments, rotations, and duty hours must comply with SSM Health policies and ACGME standards.
- 5.5 **Certificate of Completion.** Upon satisfactory completion by RESIDENT/FELLOW of the PROGRAM and once all medical records are completed a certificate of training will be issued.

6. **Grievance Procedure.** In the event RESIDENT/FELLOW has a grievance defined as a complaint concerning any interpretation or application of rights under the Agreement, or an allegation of wrongful administration actions resulting in disciplinary restrictions, non-promotion, suspension, or dismissal and termination of the Agreement, RESIDENT/FELLOW agrees to abide by the procedures of the grievance and/or appeals process outlined in the GME Policies and Procedures.

7. **Miscellaneous.**

7.1 **Counterparts, Facsimile or Electronic Signature.** The Agreement (as defined in the first recital to these Standard Terms) may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with Missouri law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed electronic copy, facsimile or photocopy of the Agreement shall be binding on the parties to the Agreement.

7.2 **Governing Law.** The Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Missouri, without application of choice of laws rules.

7.3 **Master Listing.** RESIDENT/FELLOW and GROUP acknowledge that the master listing of all contracts between RESIDENT/FELLOW and GROUP is maintained by the SSM Health System Legal Affairs Contracts Division within its master electronic contract data base.

7.4 **Affirmative Action Statement.** GROUP and all covered subcontractors shall abide by the requirements of 29 CFR § 471, Appendix A to Subpart A, 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

7.5 These Standard Terms may be amended or updated from time to time by GROUP in its sole discretion and such changes will become effective upon publication by GROUP, unless a different effective date is specified.

7.6 The email address and physical mailing address (collectively, the “Addresses”) for RESIDENT/FELLOW shall be as specified in SSM Health Workday. Unless otherwise specifically stated in these Standard Terms, these Addresses will also constitute the official addresses for notices to be provided to Physician by GROUP under the Training Agreement and these Standard Terms.
