

## RESIDENT EMPLOYMENT AGREEMENT

The following terms shall be applicable to this Agreement:

EFFECTIVE DATE	, 2024
TERMINATION DATE	, 2025
HOSPITAL	SSM Health Care of Oklahoma, Inc., an Oklahoma nonprofit corporation, owning and operating SSM Health St. Anthony Hospital – Oklahoma City
RESIDENT	
RESIDENCY PROGRAM	Transitional Year
POST GRADUATE YEAR	PGY1
STIPEND	\$61,174.00

This RESIDENT EMPLOYMENT AGREEMENT (“Agreement”) shall be effective on the EFFECTIVE DATE by and between HOSPITAL and RESIDENT.

WHEREAS, HOSPITAL is willing and capable of providing graduate medical education in **Transitional Year** through an Accreditation Council for Graduate Medical Education (ACGME) accredited residency program (“Residency Program”);

WHEREAS, HOSPITAL desires to employ RESIDENT to provide medical services and participate in the Residency Program;

WHEREAS, RESIDENT desires to obtain graduate medical education through the Residency Program.

THEREFORE, it is understood and agreed upon by the parties hereto as follows:

1. **Responsibilities of RESIDENT.**

RESIDENT agrees to accept employment on the terms herein set out and to perform the following duties:

1.1 **Participation in Educational Requirements.**

Accept assignments to rotations as determined by the Program Director, fulfill the educational requirements and participate fully in the educational activities of the Residency Program.

1.2 **Participation in Accordance with Level of Advancement and Responsibility.**

Participate in safe, effective, compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility.

1.3 **Development of Personal Program.**

Develop a personal program of self-study and professional growth with the guidance and direction of the Residency Program’s teaching faculty.

1.4 Compliance.

Perform assigned duties to the best of his/her ability and abide by and comply with the policies, procedures and rules of the HOSPITAL and Residency Program. RESIDENT agrees to comply with the purpose and standards recommended by the Joint Commission.

1.5 Cost Containment Measures.

Apply appropriate cost containment measures in the provision of patient care.

1.6 Performance of Other Services.

To perform such other services and activities as may be reasonably requested by the Program Director, which are consistent with the Residency Program.

1.7 Response to Receiving a Page or Call Request.

At all times while this Agreement is in effect, RESIDENT hereby agrees to arrive at HOSPITAL within thirty (30) minutes of receiving a page or call request.

1.8 Medical License.

RESIDENT agrees to make application for and obtain Oklahoma Medical Licensure within the time frame established by Oklahoma State Law (if applicable) and comply with the policies, procedures and regulations of the appropriate licensure agencies of the State of Oklahoma; and to meet all Program requirements necessary to function at his/her assigned level in the Residency Program, as outlined in the Residency Policies and Procedures.

1.9 No Additional Compensation.

All fees for services rendered by the RESIDENT in the course of his/her program duties, shall be billed by the HOSPITAL and shall be the property of the HOSPITAL. The RESIDENT will not bill for any services rendered in the course of his/her program duties. In consideration of the salary and benefits provided pursuant to this Agreement, the RESIDENT agrees to receive only the benefits set forth here in lieu of additional benefits provided to other HOSPITAL employees.

1.10 Commitment to Program.

RESIDENT shall devote his/her full-time and attention to his/her employment with the HOSPITAL and shall not conduct any medical practice other than on behalf of the HOSPITAL or take on other work or employment during the term of this Agreement without the prior written approval of the Program Director.

1.11 Dress Code.

Dress and personal grooming will at all times conform to HOSPITAL policy and be acceptable to the Director of this service.

1.12 Work Hours.

RESIDENT shall comply with institutional policies and procedures regarding RESIDENT clinical and educational work hours and moonlighting. Residents must report work hours on New Innovations and follow all ACGME work hour requirements.

1.13 Conditions of Commencing

RESIDENT shall successfully complete medical school, prior to the effective date of this AGREEMENT, including successfully passing USLME Step 2 examination or COMLEX-USA Level 2 examination. RESIDENT shall notify HOSPITAL within five (5) business days of knowledge that RESIDENT will not be able to begin training on the effective date. HOSPITAL, at its sole discretion, may void this AGREEMENT subject to this clause.

2. **Responsibilities of HOSPITAL.**

2.1 Stipends.

The HOSPITAL shall provide the RESIDENT with an annual salary (“STIPEND”), payable in bi-weekly installments during the term of this Agreement. HOSPITAL shall deduct all State and Federal taxes from RESIDENT’s salary, as required by law, but shall make no other deductions unless authorized by RESIDENT or required by law. In addition, RESIDENT may be eligible to receive additional compensation for services outside the scope of this Agreement, rendered pursuant to Exhibit B, subject to approval by HOSPITAL.

In addition to the salary, RESIDENT shall be entitled to the additional benefits set forth on the Benefit Schedule attached hereto as Exhibit A and made a part hereof, subject to all eligibility, contribution, requirements and other conditions included in the plans and programs identified on the Benefit Schedule. Except as specifically set forth herein, RESIDENT shall not be entitled to any other compensation or benefits.

2.2 Outside Compensation.

Any form of compensated activity outside of the scope of the Residency Program by the RESIDENT will be considered a breach of contract and reason for suspension or dismissal unless special permission has been granted by the Program Director.

2.3 Educational Program.

HOSPITAL agrees to employ RESIDENT according to the terms of this Agreement and provide a graduate medical education program in a(n) **Transitional Year** Residency Program approved by the ACGME, which shall meet the standards delineated by the ACGME. The RESIDENT will be provided a written copy of the Residency Policies and Procedures which contains the Residency’s education program and will serve as a guide for residency training.

### 3. Term and Termination.

#### 3.1 Term.

The term of this Agreement shall begin on the Effective Date and continue until the Termination Date. In the event the parties fail to appropriately document an extension, and both parties continue to provide services hereunder, the term of this Agreement shall be deemed to be automatically extended on a day-to-day basis until terminated by either party upon thirty (30) days prior written notice. Unless notice of nonrenewal is issued by either party at least sixty (60) days prior to the end of the Term, the term of this Agreement shall be automatically extended beyond the end of the Term on a day-to-day basis until terminated in accordance with this provision and the obligations of the parties shall continue.

#### 3.2 Termination upon Mutual Written Consent.

This Agreement may be terminated upon mutual written consent; provided however, before such termination, the parties shall confer with one another. In the event of mutual release, both parties mutually agree to give the other, no less than one hundred twenty (120) days written notice of the intent not to renew this Agreement and it shall be the duty of the HOSPITAL to send a signed copy of the release to the ACGME.

#### 3.3 Termination without Cause.

If the RESIDENT, by action or inaction, commits or allows to occur any action or course of action which the HOSPITAL reasonably believes involved moral turpitude, or is contrary to the interests, patient care, or general welfare of the HOSPITAL, patients, employees and visitors, the HOSPITAL may terminate the RESIDENT's service without prior notice. Such action will follow the rules and regulations of the employment policies as outlined by the Human Resources Department.

#### 3.4 Breach.

In the event of a breach or unilateral termination of this contract by either party, or of the termination of this Agreement by written release by mutual consent, the Residency Program and the RESIDENT shall immediately notify ACGME in writing. If the RESIDENT unilaterally terminates this contract in order to participate in a program which does not have ACGME approval, the RESIDENT, as a result, may be denied access to the ACGME training approval process thereafter. Any party hereto may terminate this Agreement immediately if the other party breaches this Agreement and such breach is not cured within thirty (30) days ("Cure Period") after receipt by the breaching party of written notice of such breach. Notwithstanding the foregoing, if the breach is cured within the Cure Period but the breaching party commits the same or a substantially similar breach following expiration of the Cure Period, then the non-breaching party may immediately terminate this Agreement without affording any further Cure Period.

#### 3.5 Termination Due to Change in Law.

In the event that any law or regulation enacted, promulgated or amended after the date of this Agreement, expressly including any Medicare payment regulation, or any interpretation of law or regulation by a court or regulatory authority of competent

jurisdiction after the date of this Agreement (collectively “Change in Law”) materially affects or materially impacts upon the reasonable expectations of HOSPITAL under this Agreement, renders any provision of this Agreement illegal or unenforceable, or materially affects the ability of HOSPITAL to perform its obligations under this Agreement, then HOSPITAL may request renegotiation of the applicable terms of this Agreement by written notice to the other party. Both parties agree to negotiate in good faith an amendment which preserves the original reasonable expectation of the parties to the extent possible in a manner consistent with the Change in Law. If no such amendment can be agreed upon in the reasonable opinion of either party within sixty (60) days of receipt of such notice, then HOSPITAL may terminate this Agreement upon an additional sixty (60) days written notice.

#### 4. **Training and Reappointment.**

##### 4.1 **Satisfactory Completion of Training.**

Satisfactory completion of training during each year of residency is required before the RESIDENT may advance to the next level of training. Satisfactory completion of training includes, but is not limited to:

- (1) Successful completion of each rotation with an evaluation in the “passing rotation” range on the standard rotation evaluation form;
- (2) A favorable end of the year evaluation by the Program Director; and
- (3) Timely submission of required documentation including duty hour logs, procedure logs, and evaluations of each rotation by RESIDENT. Documentation is to be submitted to the GME office on or before the 7<sup>th</sup> day following the conclusion of the rotation. Failure to comply is a serious infraction and will result in appropriate consequences, as defined and determined by the Program Director and approved by the Chairperson of Graduate Medical Education, sufficient to motivate consistently compliant behavior on the part of the RESIDENT.

##### 4.2 **Reappointment.**

In addition, residents desiring appointment to the subsequent year must have demonstrated to the faculty their ability to supervise more junior residents and medical students. Faculty will use their discretion in advancing any resident currently on probation either for behavioral or academic problems. Rotation evaluations that are graded unsatisfactory must be repeated before advancement to the next year level of training. Rotation evaluations graded as marginal will be repeated at the discretion of the Program Director. Regarding failed rotations, elective time may be used for “making up rotations” at the discretion of the Program Director and only if significant, extenuating circumstances are present.

##### 4.3 **Failure to Complete Training.**

Failure to complete training requirements satisfactorily or breach of the rules and policies of the HOSPITAL and Residency Program may subject RESIDENT to non-promotion, probation, suspension, dismissal or termination from the training program as deemed necessary and proper by the Residency Program and as outlined in the Residency Policies and Procedures and/or the SSM Health Care of Oklahoma policies and procedures. If the Residency Program decides not to renew the Agreement with the RESIDENT, the

Residency Program will provide the RESIDENT with a written notice of intent not to renew the RESIDENT's Agreement no later than four months prior to the end of the RESIDENT's current Agreement. However, if the primary reason(s) for the non-renewal occurs within the four months prior to the end of the Agreement, the Residency Program will provide the RESIDENT with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the Agreement. In addition, if RESIDENT is failing to satisfactorily pursue the Residency Program and HOSPITAL's educational and clinical program, the Program Director shall provide the RESIDENT with written notice that the RESIDENT will be placed on probationary status. Thereafter, if the identified deficiencies are not corrected, the HOSPITAL may terminate its relationship with the RESIDENT.

5. **Grievance Procedure.**

In the event RESIDENT 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 agrees to abide by the procedures of the grievance and/or appeals process outlined in the Residency Policies and Procedures.

6. **Miscellaneous.**

6.1 **Entire Agreement.**

This Agreement is binding upon the parties, their heirs, personal representatives, successors and assigns. This Agreement constitutes the sole and only Agreement between the parties and is not modified by any other agreements, either oral or in writing. This Agreement is entered into in the County of Oklahoma, Oklahoma, and is governed in all respects by the laws of the State of Oklahoma. This Agreement may only be amended or modified in writing, signed by the parties hereto.

6.2 **Residency Training Requirements of ACGME.**

This Agreement incorporates by reference the Institutional and Program Requirements of the ACGME as said Requirements relate to the obligations of the parties hereto and do not conflict with the terms of this Agreement.

6.3 **Certificate of Completion.**

Once the RESIDENT has satisfactorily completed the Residency Program as outlined by the ACGME, and with accordance to the Residency's Policies and Procedures Manual, the RESIDENT will be presented with a Certificate signifying the successful completion of the Residency Program. HOSPITAL will provide RESIDENT information related to eligibility for specialty board examinations.

6.4 **Changes in Specialty Area.**

If the RESIDENT changes specialty areas, the RESIDENT may be allowed to start another ACGME-approved program.

6.5 **HOSPITAL Loss of Approval for Residency Program.**

If the HOSPITAL loses its approval for resident training during the period of this contract, on the effective date of loss of such approval, the RESIDENT shall have the option to be released from this contract and shall not be prohibited from immediately entering another HOSPITAL approved by the ACGME for residency training. Also, effective on the date of loss of approval, the HOSPITAL shall terminate the residency training program, at which time the RESIDENT shall be granted credit for that portion of the residency completed and released therefrom. If the HOSPITAL intends to reduce the size of a program or close a residency program, the HOSPITAL must inform the residents as early as possible; and, in the event of such a reduction or closure, the HOSPITAL must either allow residents already in the program to complete their education or ensure the residents are successfully enrolled in an accredited program in which they can continue their education.

6.6 No Assignment.

This Agreement is personal to RESIDENT and may not be assigned by RESIDENT. RESIDENT is granted no other or greater powers to act on behalf of HOSPITAL than is set out herein. RESIDENT has no authority to bind the credit of HOSPITAL, nor to enter into contracts on HOSPITAL's behalf.

6.7 Exclusion from State and Federal Health Care Programs.

RESIDENT represents and warrants to HOSPITAL that RESIDENT and its agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") with an active exclusion; (ii) listed on the Office of the Inspector General's website ("oig.hhs.gov"); (iii) suspended or excluded from participation in any federal health care programs as defined under 42 U.S.C. § 1320a-7b(f); or (iv) suspended or excluded from participation in any form of state Medicaid program ((i)-(iv) collectively, "Government Payor Programs"). RESIDENT also represents and warrants that to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of RESIDENT or Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). RESIDENT shall notify HOSPITAL of the commencement of any Investigation, suspension or exclusion from Government Payor Programs within three (3) business days of RESIDENT's first learning of it. HOSPITAL shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. HOSPITAL shall be kept apprised by RESIDENT in a timely manner of the status of any such Investigation. RESIDENT shall indemnify, defend, and hold HOSPITAL harmless from any claims, liabilities, fines, and expenses (including reasonable attorneys' fees) incurred as a result of RESIDENT's breach of this paragraph.

6.8 Affirmative Action Statement.

**HOSPITAL 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.**

6.9 Master Contract Database.

The master listing of all personal services arrangements between the parties is maintained by the SSM Health System Legal Affairs Contracts Division within its master electronic contract database (the "Master Contract Database"). The Master Contract Database is centrally managed and updated regularly by the SSM Health System Legal Affairs Contracts Division and otherwise preserves the historical record of personal services arrangements between the parties.

6.10 Attorneys' Fees.

In the event legal action is instituted to enforce this Agreement or any part hereof, the prevailing party shall be entitled to reasonable attorneys' fees and actual costs incurred in connection with such action.

6.11 Confidentiality, Business and Financial Information.

During the term of this Agreement and thereafter, RESIDENT shall hold information in the strictest confidence except as otherwise required by this Agreement or by federal law, including but not limited to patient records and peer review and utilization review documents; the terms of this Agreement; and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party. Both parties agree to indemnify and hold harmless the other party from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by or resulting from a breach of this confidentiality provision.

6.12 Counterparts, Facsimile or Electronic Signature.

This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with Oklahoma 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 facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.

6.13 Governing Law.

This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Oklahoma, without application of choice of laws rules.

6.14 Patient Identifying Information.

All medical information and data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of providing professional medical services under this Agreement, shall be treated and maintained in a confidential manner by RESIDENT. All parties to this AGREEMENT shall comply with all applicable federal, state and local laws and regulations regarding confidentiality of

patient records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Privacy Standards (45 C.F.R. Parts 160 and 164), the Standards for Electronic Transactions (45 C.F.R. Parts 160 & 162) and the Security Standards (45 C.F.R. Part 142) (collectively, the “Standards”) promulgated or to be promulgated by the Secretary of Health and Human Services on and after the applicable effective dates specified in the Standards, and shall not be released, disclosed or published to any party other than as required or permitted under applicable laws.

6.15 Release of Training Program Information.

RESIDENT acknowledges that he/she is participating in an academic training program and that the evaluations of his/her work and progress in his/her training are an integral part of the training program. RESIDENT acknowledges and agrees that information resulting from such evaluations may be furnished by his/her residency program (without further consent by RESIDENT) to certification boards and to any institution or organization to which RESIDENT may apply for training, employment or privileges. RESIDENT agrees to indemnify and hold harmless SSM Health Care of Oklahoma, Inc., which owns and operates HOSPITAL and their respective members, directors, officers and other administrators, or any of them, the Medical Staff membership at the HOSPITAL, and any member, from expenses and attorneys’ fees arising from claims brought by RESIDENT for the release of such information.

6.16 Severability.

In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement (individually, “Provision”) shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such Provision and (if necessary) other Provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement, and this Agreement shall then be enforced as so reformed. Notwithstanding the preceding sentence, if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable Provision(s) had not been a part hereof.

6.17 No Waiver.

The failure of RESIDENT or HOSPITAL to object to or take affirmative action with respect to any conduct of the other which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or of any future violations of the provisions of this Agreement.

6.18 Indemnification.

Each party agrees to indemnify and hold harmless the other party, its directors, officers, affiliates, employees and agents from and against any and all claims, costs, expenses (including reasonable attorney fees), actions and/or liabilities which may be asserted against any one or more of them, arising out of any acts or omissions of its directors, officers, employees and agents.

6.19 Notice.

Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail or sent by email to the following address:

If to HOSPITAL:       SSM Health  
                                  Attn: Contracts  
                                  12800 Corporate Hill Drive  
                                  St. Louis, MO 63131  
                                  Email: ContractNotices@ssmhealth.com

If to RESIDENT        See signature block

Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each party agrees to maintain evidence of the respective notice method utilized.

**[Remainder of Page Intentionally Left Blank – Signature Page to Follow]**

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this Agreement as of the date and year written below.

RESIDENT:

HOSPITAL:

**SSM Health Care of Oklahoma, Inc., owning and operating SSM Health St. Anthony Hospital – Oklahoma City**

X: \_\_\_\_\_

Name:

Address:

Email: \_\_\_\_\_ .com

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

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

Name: Tammy Powell

Title: President

St. Anthony Hospital

Address: 1000 N. Lee Avenue  
Oklahoma City, OK 73102

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

**Written Release by Mutual Consent**

(This proviso to be filled in only in the case of a Written Release by Mutual Consent.)

The parties hereby mutually consent to the release of their contractual obligations, as of the

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_

SSM Health Care of Oklahoma, Inc.,  
owning and operating SSM Health St. Anthony Hospital – Oklahoma City

\_\_\_\_\_  
Witness

## EXHIBIT A

### BENEFITS SCHEDULE

During the term of this Agreement, RESIDENT shall be entitled to participate in all benefits normally afforded to full-time employees and their eligible dependents of the HOSPITAL to include: health insurance, dental insurance, life insurance, accidental death and dismemberment insurance, long term disability insurance, employee retirement plan, access to tax sheltered annuity plan. In lieu of the HOSPITAL Paid Time Off (“PTO”) policy, the RESIDENT will receive Two Hundred Eight (208) hours for vacation which would include vacation, sick leave, continuing medical education (“CME”), and national holidays. RESIDENT shall be due any other benefits which HOSPITAL chooses to offer to employees of the same employee class during the term of this Agreement. For more detailed information on these benefits, please refer to the St. Anthony Hospital Employee Handbook.

RESIDENT shall be provided the following benefits:

- 1) At all times while this Agreement is in effect, HOSPITAL, at its sole cost and expense, agrees to procure and maintain, either through commercial policies or self-insurance, professional liability coverage for losses arising out of the acts or omissions of HOSPITAL or RESIDENT in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.
- 2) HOSPITAL shall make available access to confidential counseling, medical, and psychological support services.
- 3) HOSPITAL will reimburse for mileage for one round trip to those residents who are approved by their residency programs to attend required rotations out of town.
- 4) HOSPITAL will reimburse parking expenses for those residents who are approved by their residency programs to attend required rotations offsite.
- 5) Professional Associations and Dues to include:  
Oklahoma State Medical License
- 6) HOSPITAL shall pay up to Five Hundred and 00/100 Dollars (\$500.00) for a moving expense for the new residents who are moving to the Oklahoma City metro area from greater than a fifty-mile radius. The reimbursement will be paid with receipts. Receipts must be turned in for reimbursement no later than thirty days after the purchase was made. These receipts will be paid based on the approval of the Program Director.
- 7) HOSPITAL shall pay RESIDENT a lump sum of Two Thousand and 00/100 Dollars (\$2,000.00) per annum to cover the cost of meals while on call service. All “lump sum” payments will be subject to federal, state and local taxes.
- 8) HOSPITAL shall give RESIDENT an Educational Resources Fund (“ERF”) allowance of up to One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) (“ERF Allowance”) which may be used for the purchase of books, COMLEX III exams, USMLE Step III exams, board certification, technology (capped at Five Hundred and 00/100 Dollars (\$500.00)), educational conferences and costs associated with any and all required meetings for the RESIDENT’s training program, this includes but is not limited to conference registration fee, airfare, hotel, transportation, parking and

meals. A daily per diem amount for anticipated meal expenditures will be established prior to the approved educational conference by the Graduate Medical Education department.

The ERF Allowance will only apply during the term of the Agreement and does not roll over year-to-year.

Purchase receipts must be provided for all ERF Allowance expense reimbursement requests. Receipts must be submitted within thirty (30) days of purchase.

- 9) RESIDENT shall be entitled to a leave of absence in accordance with Exhibit A-1. HOSPITAL, through the RESIDENT'S Program Director shall provide timely notice to the RESIDENT of the effect of RESIDENT's leave(s) of absence on extension(s) of training time to satisfy program completion requirements.

SAMPLE

**EXHIBIT A-1**

**Leave of Absence Notification**

HOSPITAL shall provide RESIDENT with the following:

- Six (6) weeks medical, parental, and caregiver leave of absence;
- Available at least once and at any time during the RESIDENT’s ACGME- accredited program, beginning on the first day the resident/fellow is required to report to work;
- 100% of the RESIDENT’s salary for the first six (6) weeks of the first leave;
- A minimum of one (1) week of paid time off that is reserved for use outside of the medical, parental, and caregiver leave;
- Continued health and disability insurance benefits for RESIDENT and their eligible dependents during the leave;
- RESIDENT shall follow the process for submitting and approving requests for leave, according to the HOSPITAL handbook.

**Pay Practices Information:**

<b>Short-Term Disability (STD)</b>	<b>Standard Pay Practice</b>	<b>ACGME Pay Practice</b>
STD Elimination Period	PTO used to provide pay. If WI FML eligible, employee has the option to use PTO or take time unpaid. If PTO is exhausted, time is unpaid.	PTO used to provide pay. If WI FML eligible, employee has the option to use PTO or take time unpaid. If applicable PTO is exhausted, SSM Health Leave of Absence Team will enter “leave time off” to provide 100% pay.
STD (Non-maternity)	Applicable 60-75% STD pay benefit is provided.	Applicable 60-75% STD pay benefit is provided. PTO is utilized to supplement STD pay benefit to provide 100% pay. If applicable PTO is exhausted, SSM Leave of Absence Team will enter “leave time off” to provide 100% pay.
STD (Maternity) *ACGME automatically applied if not previously utilized*	100% pay benefit is provided for 6 or 8 weeks depending on the type of delivery. STD elimination period is applicable.	100% pay benefit is provided for 6 or 8 weeks depending on the type of delivery. STD elimination period is applicable.

<b>Paid Parental Leave</b>	<b>Standard Pay Practices</b>	<b>ACGME Pay Practice</b>
Paid Parental Leave	100% pay benefit provided for one (1) week	100% pay benefit provided for one (1) week

<b>Leave of Absence (no associated pay benefit)</b>	<b>Standard Pay Practice</b>	<b>ACGME Pay Practice</b>
Leave of Absence	PTO used to provide pay. If WI FML eligible, employee has the option to use PTO or take the time unpaid. If PTO is exhausted, time is unpaid.	Applicable PTO is used to provide pay. If WI FML eligible, employee has the option to use PTO or take the time unpaid. If applicable PTO is exhausted, the SSM Leave of Absence Team will enter “leave time off” to provide 100% pay.

**EXHIBIT B**

**ADDITIONAL CLINICAL SERVICES**

**Intentionally Omitted.**

SAMPLE

**EXHIBIT B-1**

**Intentionally Omitted.**

SAMPLE