

MCLAREN HEALTH CARE CORPORATION (ST. LUKE'S) GRADUATE MEDICAL EDUCATION TRAINEE PHYSICIAN AGREEMENT

«ProgramName», «Length of program» month program

This Graduate Medical Education Trainee Physician Agreement (this "Agreement") is by and among McLaren Health Care Corporation ("MHCC") and McLaren <Subsidiary> (the "Subsidiary" and together with MHCC, "McLaren"), and **«FirstName» «LastName»** ("GTP"),

MHCC hereby appoints, and GTP accepts appointment, as a **«YearLevel»** graduate trainee physician in MHCC's **«ProgramName»** (the "Program") under the terms and conditions set forth in this Agreement.

I. MCLAREN EDUCATIONAL RESPONSIBILITIES

McLaren agrees to provide medical education and training to GTP that is consistent with the Program requirements of the Accreditation Council for Graduate Medical Education ("ACGME").

II. TERM, STIPEND, POLICIES AND TERMINATION

- A. **Term.** The term ("Term") of GTP's appointment is from **«BeginDate»** ("Start Date") to **«EndDate»**. In the event GTP is unable to meet all prerequisites, including, without limitation, work authorization and screening tests, and report for duty on the Start Date, this Agreement shall terminate automatically and immediately. The Start Date may only be modified by the Subsidiary's Associate Designated Institutional Official (ADIO) in their sole discretion. Any agreement to provide training or a training appointment beyond the Term is at the sole discretion of the Subsidiary ADIO. Upon GTP's satisfactory performance of all Program requirements and fulfillment of all obligations and responsibilities under this Agreement, GTP will be eligible for promotion.
- B. **Stipend and Benefits.** McLaren shall provide, as sole compensation to GTP, a stipend Agreement of **«Stipend»** /year, payable bi-weekly during the Term; employee benefits provided to other graduate training physicians during the Term, including professional liability, health, disability and other insurance; confidential counseling and other support services; vacation and other leave(s); and other benefits as set forth in the MHCC GME Program Policies (as defined below). GTP shall neither solicit nor accept compensation from patients or other payors for services provided pursuant to this Agreement.
- C. **Policies and Procedures.** The policies and procedures set forth in the McLaren Health Care Corporation Graduate Medical Education Policies and additional site and Program-specific manuals, as amended from time to time (collectively, the "GME Program Policies"), apply to GTP, and GTP agrees to abide by same. The MHCC GME Program Policies are available to GTP for review on the Medical Education web page at <https://sites.google.com/mclarenmeded.org/medicaleducationpolicies/home>. GTP further agrees to comply with all applicable MHCC and Subsidiary rules, policies and procedures (collectively, "McLaren Policies"), including, for example, the system-wide Drug-Free Workplace Policies. In the event a McLaren Policy conflicts with a GME Program Policy, the GME Program Policy will prevail. In the event of a conflict between the terms of this Agreement and a GME Program Policy, the GME Program Policy will prevail. The GME Program Policies include, but are not limited to, the following: Equal Employment Opportunity; Promotion and Contracts; Academic Due Process; Leaves of Absence; Clinical and Educational Work Hours; Moonlighting; Program Closure or Reduction; Accommodations of Disabilities; and Harassment and Discrimination. GTP agrees that the Academic Due Process Policy is the sole, final, and binding remedy for all grievances related to GTP's participation in the Program, including termination of this Agreement or non-promotion in the Program.
- D. **Termination and Non-Promotion; Limitation of Liability**
1. The parties may terminate this Agreement by mutual consent at any time.
 2. GTP may terminate this Agreement upon thirty (30) days' written notice to MHCC, unless the GTP and the Subsidiary's ADIO mutually agree upon a different effective date of termination.
 3. Upon the occurrence of any of the events set forth below, this Agreement may be terminated by MHCC immediately upon notice to GTP, without right to appeal under Academic Due Process Policy or any other rights of appeal:
 - a. misrepresentation or omission by GTP in seeking this appointment or a subsequent appointment;
 - b. conviction of GTP for any felony or for criminal offenses that relate to the GTP's professionalism, or ability to perform the duties and responsibilities of their position;

- c. breach of Section III.B.10, III.B.12, III.C, III.D, III.F, III.G, III.H, or III.J of this Agreement by GTP;
 - d. failure of GTP to maintain a valid Ohio license;
 - e. disqualification of GTP under any Governmental payment program;
 - f. failure of GTP to pass all parts of the USMLE Step III or COMLEX Step III examination as required by the Program, but no later than the midway point of the second postgraduate year of training;
 - g. failure of GTP to pass specialty boards as required by the fellowship Program, but no later than the end of the second year of fellowship training;
 - h. the death or incapacitating illness or disability of GTP;
 - i. the termination of a prior GTP agreement before the start date of this Agreement; or
 - j. in the event of Program closure in which case MHCC shall follow the Program Closure Policy.
4. MHCC may determine not to promote GTP at the end of the Term due to failure to have participated for the amount of time or in the clinical experiences required under the Program. In such event, GTP shall not have the rights provided under the Academic Due Process Policy or any other rights of appeal.
 5. MHCC may at any time, determine not to promote GTP, terminate this Agreement, and/or terminate GTP's further participation in the Program, for cause. In such event, unless GTP is terminated or not promoted for the reasons outlined in Sections II.D.3. or II.D.4, GTP shall have the rights set forth in the Academic Due Process Policy.
 6. In the event of non-promotion, MHCC shall attempt to give GTP ninety (90) days' prior written notice. However, if the decision not to promote GTP is made less than ninety (90) days before the end of the Term, MHCC shall notify GTP as soon as possible.
 7. **MCLAREN'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT OF THE STIPEND UNDER THIS AGREEMENT.**

III. GTP RESPONSIBILITIES

- A. GTP agrees to perform the customary duties of a GTP in accordance with (i) GME Program Policies and applicable McLaren Policies; and (ii) all applicable federal, state and local laws and regulations.
- B. GTP specifically agrees to:
 1. Fully participate in Program activities and comply with the requirements and standards of ACGME, CPME and other medical education accrediting bodies, as applicable.
 2. Develop a personal program of self study and professional growth with guidance from the teaching staff.
 3. Provide safe, effective and compassionate patient care under proper supervision, commensurate with GTP's level of advancement and responsibility.
 4. Participate fully in the educational activities of the Program.
 5. Assume, as requested by McLaren, responsibility for teaching and supervising other graduate trainee physicians and students.
 6. Participate in MHCC programs and activities involving the Subsidiary's Medical Staff.
 7. Participate in Medical Staff and Department committees as requested, especially those that relate to patient care activities.
 8. Submit to the Program Director at least annually, confidential written evaluations of faculty and educational experiences.
 9. Personally perform, and not delegate, his or her duties under this Agreement.
 10. Remain in good standing with, and not be excluded from participation with, the Ohio Department of Health, Centers for Medicare and Medicaid, and other governmental or regulatory agencies relative to services provided pursuant to this Agreement.
 11. Satisfy the terms of any requirements or conditions imposed upon GTP during a prior term of appointment in the Program.
 12. Immediately inform MHCC of any changes regarding the information submitted during the application process.
- C. Throughout the Term, GTP agrees to maintain either a (1) Ohio Educational Limited Medical License AND associated Controlled Substance License; OR (2) full Ohio Physician Medical License AND associated Controlled Substance License (each, a "License"). GTP agrees to immediately inform, both verbally and in writing, the Program Director and the Subsidiary ADIO if any License is withdrawn, or if any action, including notification of any complaint

or the initiation of an investigation, is pending or taken against GTP or any of their Licenses by the State Medical Board of Ohio, the Centers for Medicare and Medicaid or any other governmental or regulatory agency. A copy of GTP's Professional License must be filed in the MHCC Medical Education Office prior to the Start Date. GTP further agrees to notify immediately, both verbally and in writing, the Program Director and the Subsidiary ADIO if any actions described above are taken against any other professional license held by GTP.

- D. GTP understands and acknowledges that maintenance of valid immigration status is required and is the responsibility of GTP. GTP agrees to notify immediately, both verbally and in writing, the Subsidiary ADIO of any change in immigration status.
- E. GTP agrees to accept and complete assignments given by the Program Director, or other supervisory personnel. Duties, hours and on-call scheduling will comply with institutional policies contained in the GME Program Policies and ACGME requirements.
 - 1. Assignment scheduling will be prepared by, or under the direction of, the Program Director and is subject to change.
 - 2. On-call scheduling will be prepared by, or under the direction of, the Program Director.
- F. GTP specifically agrees to complete all medical records in accordance with McLaren policy as promulgated from time to time. GTP may never remove a medical record from an MHCC facility.
- G. GTP agrees all letters, correspondence, reports, studies, compilations and similar documents produced by GTP while at MHCC shall be considered the property of McLaren. GTP shall neither publish nor disseminate any article, nor divulge in public or private, nor to the press or other media, nor destroy, any information concerning McLaren or its respective officers, directors, employees or patients without the prior written consent of the Subsidiary ADIO. GTP agrees to preserve the confidentiality of all patient information in accordance with applicable laws, GME Program Policies, McLaren Policies and the terms and conditions of this Agreement.
- H. GTP shall not use any trademarks or service marks belonging to MHCC in advertising or for any other purpose without MHCC's prior written consent.
- I. Consistent with the provisions of the Bylaws, Rules and Regulations of the Subsidiary's Medical Staff of McLaren Hospitals charging the Chief Medical Officer with the responsibility to review the professional practices within MHCC, GTP agrees to report promptly to the Subsidiary Chief Medical Officer any information relevant to the welfare of MHCC, the Subsidiary, the Program and the care and treatment of McLaren's patients. GTP also agrees to report promptly any compliance concerns with financial and business practices.
- J. GTP may not claim an individual right to any proprietary information developed while performing under this Agreement. In the event GTP does contribute to the development of a patent, copyright or other proprietary information, it will be considered a "work made for hire." Accordingly, GTP hereby irrevocably assigns such proprietary information to McLaren in accordance with applicable McLaren Policies and Procedures.
- K. If this Agreement is determined to be a contract which is subject to Section 1861(V)(1)(ii) of the Social Security Act, as amended from time to time, GTP agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, GTP shall retain and make available, upon written request, to MHCC, the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States or any of their duly authorized representatives, this Agreement, books, documents and records of GTP which are necessary to certify the nature and extent of costs paid by MHCC pursuant to this Agreement. In the event access to books, documents and records is requested by the Secretary, the Comptroller General, or any of their duly authorized representatives, GTP shall immediately notify and make available to MHCC the books, documents and records.

IV. PROFESSIONAL LIABILITY COVERAGE

- A. MHCC will ensure GTP is provided professional liability insurance covering GTP's performance of assigned duties in their role as an appropriately supervised resident trainee under this Agreement. The terms, conditions, exclusions and limitations of such liability coverage are set forth by the Vantage Healthcare of Ohio insurance program.
- B. MHCC does not ensure professional liability coverage for activities not assigned by MHCC (e.g., non-MHCC moonlighting).

- C. In consideration for receiving professional liability coverage, GTP agrees to cooperate and participate in the defense of any claims arising out of GTP's training and any other activities within the scope of this Agreement. This obligation continues after GTP has left the Program and is not limited to claims directly involving GTP; but includes claims in which GTP has any involvement or knowledge.

V. ACTIVITIES OUTSIDE THE PROGRAM

- A. GTP may engage in activities outside the Program, including but not limited to internal extra shifts or paid call or external moonlighting, only if GTP obtains prior written permission from the Program Director, which may be withdrawn at any time. Activities outside the Program must not interfere with the Program and must be conducted in accordance with applicable GME Program Policies. Additional activities count toward the ACGME work hours limit of 80 hours per week.
- B. It is the GTP's responsibility to ensure that any external activity is consistent with all applicable ethical standards.
- C. GTP must provide a certificate of insurance for any external moonlighting activity prior to the engaging in that activity.

VI. MISCELLANEOUS

- A. Entire Agreement and Amendments This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior oral or written understandings and agreements. No amendment, addendum or other modification to this Agreement will be binding unless in writing and signed by the party against whom the same is sought to be enforced.
- B. Governing Law. The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Ohio, without regard to its choice or conflicts of law principles.
- C. Severability. If any term, covenant, condition or provision in this Agreement (a "Provision") is illegal, or the application of a Provision, to any person or in any circumstance shall to any extent, be invalid or unenforceable, as finally adjudicated by a court of competent jurisdiction, the remainder of this Agreement, or the application of such Provision to persons or in circumstances other than those with respect to which it is held invalid or unenforceable, shall not be affected by such Provision, and each other Provision shall be valid and enforceable to the fullest extent permitted by applicable law.
- D. No Waiver. The failure of a party to strictly enforce a Provision shall not be construed as a waiver of such Provision or as excusing the defaulting party from future performance. Any waiver of a Provision must be in writing and signed by a duly authorized representative of the party against whom enforcement of such waiver is sought. One or more waivers of any Provision shall not be construed as a waiver of a subsequent breach or of any other Provision.
- E. Claims. Any claim, action, suit, or charge ("Claim") against MHCC, the Subsidiary, or any entity affiliated with, owning, owned by, or having ownership in common with MHCC ("Related Entity") in connection with this Agreement that has a statute of limitations longer than 180 days must be brought within 180 days of the event giving rise to the Claim or be forever barred. GTP waives any limitation periods to the contrary. **EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.** This Section shall apply to any Claim against MHCC, Subsidiary or any Related Entity, or their respective successors, assigns, directors, officers, agents, or current or former employees.
- F. No Assignment. GTP may not assign any of their rights or obligations under this Agreement without the prior written consent of MHCC.
- G. Post-Termination Obligations. Upon termination of this Agreement for any reason, the parties shall fulfill any and all of their respective obligations and liabilities that by their nature contemplate performance subsequent to termination of this Agreement, or which relate to a party's performance prior to termination; and such termination will not affect any rights and liabilities of the parties that accrue prior to termination of this Agreement.
- H. Interpretation. The headings of sections and paragraphs in this Agreement have been inserted only as a matter of convenience and reference and shall not be used in the construction or interpretation of this Agreement. No Provision shall be interpreted in favor of, or against, a party by reason that a party or its advisor is alleged to have

drafted that provision. Wherever in this Agreement the term Program Director is used, it shall mean the Program Director or their designee.

- I. Binding Effect. This Agreement is enforceable only by the parties and their successors in interest by virtue of an assignment which is not prohibited under this Agreement, and there is no intention, express or otherwise, to benefit or create any rights or interests for any person or entity other than the parties.
- J. Non-discrimination. Each party agrees not to discriminate against any person on the basis based on religion, race, creed, national origin, sex, age, disability or any other illegal criteria.
- K. Execution. This Agreement may be executed in any number of counterparts, each of which shall be treated as an original, but all of which, collectively, shall constitute a single instrument. Facsimile or electronic images of signatures shall be effective to the same extent as original signatures.

The parties have executed this Agreement as of the date(s) indicated below.

I have had the opportunity to read and understand this Agreement and I agree to comply with the provisions of this Agreement. I acknowledge that I have electronically signed this Agreement. I confirm that I have not given anyone else permission to attach my electronic signature.

By: _____
Subsidiary Chief Executive Officer

Date: _____

By: _____
Graduate Trainee Physician

By: _____
Subsidiary Associate Designated Institutional Official

Date: _____

Date: _____