

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into as of March 20, 2019, by and between Sinai Hospital of Baltimore, Inc. (“Sinai”), and <<firstname>> <<middlename>> <<lastname>>, <<credentials>> (“Resident”).

Background

A. Sinai is an Accreditation Council for Graduate Medical Education (“ACGME”) Accredited Sponsoring Institution.

B. Sinai operates a residency program in <<program>> (the “Program”) through Sinai’s Department of <<department>> (the “Department”). The Program is divided into one-year periods (each, a “PGY”).

C. Sinai wishes to employ the Resident in the Program for one PGY, and the Resident wishes to accept such employment, on the terms and under the conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Employment. Subject to the terms and conditions of this Agreement, Sinai hereby employs the Resident in the Program for a maximum of one PGY, and the Resident hereby accepts such employment. During the Term (as defined below), the Resident will be classified as a **PGY-1**.

2. Term. This Agreement shall commence on **June 19, 2019** and expire on **June 23, 2020** (the “Term”), unless earlier terminated in accordance with Section 6 below. The official commencement date of residency shall be **June 24, 2019**.

3. Resident’s Responsibilities.

3.1 Professional Duties. The Resident shall provide clinical services that are:

- (a) commensurate with his/her level of experience and knowledge;
- (b) under appropriate supervision; and
- (c) at sites selected by the Director of the Program (the “Program Director”), which may include medical institutions other than Sinai (each, a “Participating Institution”).

3.2 Schedule and Assignments.

(a) The Resident’s schedule and assignments shall be consistent with the ACGME requirements regarding duty hours (the “Requirements”) and the Resident’s educational needs; however, Sinai and the Program Director may also take into consideration

any exigent circumstances that may require a modification of the Resident's schedule or assignments. The Program Director may reject any proposed or requested schedule or assignment if, in the Program Director's sole discretion, the schedule or assignment is either not consistent with the Requirements or does not meet the Resident's educational needs.

(b) If the Resident feels a schedule or assignment is inconsistent with the Requirements or does not meet his/her educational needs, the Resident shall promptly notify the Program Director. If the Program Director does not resolve the issue to the satisfaction of the Resident, the Resident shall notify Sinai's Graduate Medical Education Director, who shall review the issue and determine an appropriate course of action.

3.3 Medical Records. The Resident will maintain accurate, complete, and up-to-date medical records for all Sinai patients treated by the Resident, in accordance with the standards of the Joint Commission; all applicable federal and state laws, rules, and regulations; and the bylaws, rules, regulations, and policies of the Department, Sinai, and Sinai's administration, Board of Directors, and medical staff. All such records will be the property of Sinai. In addition, the Resident will comply with all applicable laws, rules, regulations, and policies concerning the confidentiality of medical records and medical record information. When the Resident treats patients at a Participating Institution, the Resident will maintain medical records in accordance with such Participating Institution's bylaws, rules, regulations, and policies.

3.4 Administrative Records. The Resident shall cooperate with the Program Director and Sinai in coordinating and completing Residency Review Committee ("RRC") and ACGME accreditation submissions and activities, including the legible and timely completion of patient medical/dental records, charts, reports, time cards, statistical operative and procedure logs, faculty and Program evaluations, and other documentation required by the RRC, the ACGME, Sinai, the Department, and each Participating Institution. In addition the Resident shall timely and accurately complete all of Sinai's and any Participating Institution's surveys, reviews, and quality assurance and credentialing activities.

3.5 Qualifications and Conduct.

(a) The Resident will adhere to the clinical, medical, and quality assurance standards of Sinai and the Department, and will comply with all applicable federal and state laws, rules, and regulations, and with the policies, practices, rules, bylaws, and regulations of Sinai, the Department, and the Program, and the House Staff Manual (collectively, the "Policies"), including mandatory health examinations and supplementary tests, which may include tests for drug use and/or alcohol abuse, as are deemed necessary by Sinai or the Department to ensure that the Resident is physically, mentally, and emotionally capable of performing his/her essential duties. Failure of the Resident to comply fully with the Policies will result in disciplinary action as set forth in the House Staff Manual. Likewise, while rotating at a Participating Institution, the Resident shall obey and adhere to the corresponding standards, polices, practices, rules, bylaws, and regulations of such Participating Institution.

(b) The Resident warrants that all of the information provided by him/her or on his/her behalf to Sinai in the course of the Resident's application to the Program is correct and that there are no material omissions from such information.

(c) The Resident is required to participate fully in the educational activities and fulfill any and all educational requirements of the Program, including the performance of research activities as assigned by the Program Director and as necessary for the completion of applicable graduation requirements, attend all required educational conferences, assume responsibility for teaching and supervising other residents and students, and participate in assigned medical staff committee activities at Sinai and each Participating Institution to which the Resident is assigned as part of the Program.

(d) The Resident will not engage in any conduct that is unprofessional, harassing, threatening, unethical, or fraudulent; discredits or is detrimental to the reputation, character, or standing of Sinai, the Department, the Program, or a Participating Institution; compromises the quality of care rendered to patients at Sinai or a Participating Institution; or negatively impacts the efficient operation of the Program or the Department, in each case as determined in the sole discretion of the Program Director.

(e) The Resident shall use his/her best efforts to provide safe, effective, and compassionate patient care. The Resident will cooperate with Sinai's staff and the staff of each Participating Institution to which the Resident is assigned to ensure the smooth and efficient delivery of services contemplated by this Agreement.

(f) Sinai maintains a drug-free workplace, and therefore the Resident shall not undertake or be involved in the unlawful and/or unauthorized manufacture, distribution, misappropriation, dispensing, possession, or use of alcohol, illegal drugs, or controlled substances in the workplace. Possession includes the presence of alcohol, illegal drugs, or controlled substances in the Resident's system as detected by a drug or alcohol test. Sinai's employee health service and employee assistance programs are available to assist the Resident with family, financial, employment-related, or other matters, including impairment issues.

(g) The Resident is expected and required to develop and follow a personal program of self-study and professional growth under the guidance and direction of the Program's teaching faculty.

3.6 Supervision. The Resident will be supervised by the Program Director, or such other person as may be designated by the Program Director.

3.7 Confidentiality. The Resident acknowledges that, during the course of his/her employment, he/she will have access to a variety of information concerning Sinai's, the Department's, and the Program's procedures and policies, and Sinai's patients, including but not limited to lists of patients' names and addresses. The Resident acknowledges that all such information is considered to be proprietary and confidential and shall at all times remain the property of Sinai, and the Resident agrees to keep all such information confidential and use it only as permitted by this Agreement. This prohibition includes, but is not limited to, the use of

patient names and addresses for solicitations or notices for any reason subsequent to or in anticipation of the Resident's termination of employment under this Agreement. The provisions of this Section 3.7 shall survive the termination or expiration of this Agreement.

3.8 Grievances. Any employment grievance of the Resident, including any grievance related to sexual and other forms of harassment and or academic disciplinary actions, shall be addressed in the manner specified in the applicable Sinai Human Resources Policy Manual or the House Staff Manual.

4. Sinai's Responsibilities.

4.1 Compensation and Benefits.

(a) Sinai will pay the Resident a base salary, payable in equal bi-weekly installments in accordance with Sinai's normal pay schedule for similarly-situated Sinai employed residents in the Program. The annualized base salary will be <<compensation>>.

(b) The Resident will be eligible for the following fringe benefits, in the amounts and under the same conditions as such benefits are made available to other similarly-situated Sinai employees in the Program: vacation, sick leave, family medical leave, life insurance, pension plan, tax-deferred annuity plan, short-term disability plan, long-term disability income plan, and health care benefit plan. The benefits are subject to modification from time to time by Sinai, with or without notice to the Resident. The Resident may not schedule vacation without obtaining the prior approval of the Program Director or the Program Director's designee.

(c) While the Resident is scheduled to be on-call, Sinai shall provide the Resident with an on-call sleeping room.

(d) Sinai shall provide the Resident with scrubs and/or lab coats, as appropriate.

(e) Sinai shall provide the Resident with access to information relating to eligibility for certification by the relevant certifying board.

4.2 Professional Liability Insurance.

(a) Sinai will be responsible for obtaining and maintaining professional liability insurance or comparable self-insurance arrangements (including any applicable professional liability "tail" upon termination of this Agreement) covering the Resident for all activities of the Resident performed as an employee of Sinai under the terms of this Agreement at all sites to which the Resident is assigned by Sinai. The terms and limits of such insurance will be subject to Sinai's reasonable determination. All matters with respect to the coverage of the Resident by professional liability insurance shall be determined solely by the insurance company selected by Sinai, in accordance with the provisions of the relevant insurance policy.

(b) If the Resident receives, or anyone with whom the Resident works or resides receives on his/her behalf, any summons, complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Resident's activities at Sinai or a Participating Institution, the Resident will immediately report such receipt to Sinai's General Counsel and submit the document received to that office.

(c) The Resident agrees to cooperate fully with Sinai and each Participating Institution, and all attorneys retained by Sinai or a Participating Institution, and all investigators, committees, and departments of Sinai and each Participating Institution, in connection with the following: (i) evaluation of patient care; (ii) review of an incident or claim; and/or (iii) preparation for litigation whether or not the Resident is a named party to the litigation. The Resident understands and agrees that the failure to cooperate may result in immediate termination of employment, as well as personal liability.

4.3 Re-Employment.

(a) Upon the expiration of the Term, the Program Director will determine, in his/her sole discretion, whether the Resident will continue in the Program for the next PGY. The Program Director will consider multiple factors when making a decision, including but not limited to the following: satisfactory completion of all training components; taking and passing all applicable USMLE or COMLEX exams; the availability of a position in the Program; satisfactory performance evaluations; full compliance with the terms of this Agreement; full compliance with the Policies; the continuation of the Hospital's and Program's accreditation by ACGME; Sinai's continuation of the Program; and furtherance of Sinai's and the Department's objectives. If the Program Director determines the Resident is eligible to continue in the Program, the Resident will be required to enter into a new employment agreement with Sinai for the next PGY.

(b) Neither this Agreement, nor the Resident's employment hereunder, nor the Resident's successful completion of one or more PGYs shall be construed as being a guarantee, agreement, promise, benefit, or other commitment that the Resident will be allowed to complete the current PGY or continue in the Program for the next or any subsequent PGY, or that Sinai will offer the Resident employment after the Resident has completed the Program.

(c) In the event Sinai elects not to allow the Resident to continue in the Program after the end of the Term, Sinai will give the Resident written notice at least four months prior to the end of the Term, except that, if the primary reason(s) for non-renewal occurs within the four-month period immediately prior to the end of the Term, Sinai will give the Resident as much notice as circumstances reasonably allow. The Resident may appeal Sinai's non-renewal decision by utilizing the Resident Appeal Procedure set forth in the House Staff Manual (the "Appeal Process").

(d) In the event the Resident does not wish to continue in the Program after the end of the Term, the Resident must give Sinai written notice no later than four months prior to the end of the Term.

4.4 Absences. The Resident acknowledges that in the event he/she is absent from the Program for an extended period of time during a PGY for any reason, the Program Director, in his/her sole discretion, will determine whether the Resident may return to the Program and make up the lost time to complete the PGY. The Resident acknowledges and understands that, given the nature of the Program, unless required by law, he/she is not entitled to return to the Program after an extended absence, and that such return may be contingent upon approval or waiver from the ACGME. If the Program Director determines that the Resident may return to the Program after an extended absence and make up any lost time, at Sinai's discretion the Resident may be required to either enter into a new employment agreement covering any period beyond the Term of this Agreement, or enter into an amendment to this Agreement extending the Term, but making no other changes to the terms of this Agreement.

5. Corrective Action, Termination, and Suspension.

5.1 Corrective Action. The Resident's continued employment during the Term is contingent upon his/her satisfactory performance in and completion of all elements of the Program. If the actions, conduct, or performance, professional or otherwise, of the Resident are deemed by the Program Director, in his/her sole discretion, to be a breach of the terms of this Agreement, the Policies, or Sinai's, the Department's, or any Participating Institution's standards of patient care and patient welfare, or inconsistent with the objectives of the Program, or if such actions, conduct, or performance reflect adversely on Sinai, the Department, the Program, or any Participating Institution, or disrupt operations of Sinai, the Department, the Program, or any Participating Institution, corrective action up to and including termination may be taken by the Program Director in accordance with the provisions of the House Staff Manual.

5.2 Suspension. Sinai may immediately suspend the Resident, with or without pay and without prior notice, if Sinai determines in its sole discretion that the Resident's continued participation in the Program would put at risk the safety or health of patients, employees, or visitors, or would cause imminent disruption to the Program. Such suspension will remain in place until Sinai has determined an appropriate course of action based on the specific circumstances that led to the suspension.

5.3 Termination. The Resident may utilize the Appeal Process in the case of termination, regardless of the reason for such termination. The Resident acknowledges that under no circumstances shall he/she be entitled to the due process, hearing, and appellate rights granted to physician members of the Sinai medical staff, as described in Sinai's medical staff bylaws, or to the grievance procedures available to other Sinai employees.

6. Termination. This Agreement may be terminated in any of the following ways:

6.1 As of a specified date by the mutual agreement of the parties.

6.2 Immediately by Sinai pursuant to disciplinary action taken in accordance with the procedures set forth in the House Staff Manual, or upon the happening of any of the following:

(a) Loss, limitation, or suspension of the Resident's clinical privileges at Sinai or any other health care institution;

(b) Censure of, or the taking of any other disciplinary action against, the Resident by any health care-related board, institution, organization, or professional society;

(c) Loss, limitation, or suspension of any of the Resident's professional licenses or his/her right to practice medicine;

(d) The Resident's death;

(e) The Resident's disability; or

(f) The Resident's violation of any of his/her material obligations under this Agreement.

For purposes of Section 6.2(e), the Resident will be considered disabled if he/she is unable to perform the essential functions of the Resident's position as set forth in this Agreement, with or without a reasonable accommodation.

7. Miscellaneous.

7.1 Notice. Any notice required or permitted under this Agreement must be given in writing. Notices to Sinai must be addressed as follows:

Sinai Hospital of Baltimore, Inc.
2401 West Belvedere Avenue
Baltimore, Maryland 21215
Attention: Coordinator of Medical Education

Notices to the Resident will be delivered personally or sent to his/her residence as listed in Sinai's personnel records. Notices will be deemed to have been delivered upon actual receipt or three business days after mailing, first-class mail, postage prepaid, whichever occurs first.

7.2 Severability. In the event any term or portion of this Agreement is found to be unenforceable or void, either in whole or in part, the offending term will be construed as valid and enforceable to the extent permitted by law, and the balance of the Agreement will remain in force and effect.

7.3 Modification; Assignment. This Agreement may not be modified in any respect other than by a written instrument signed by both parties. The Resident may not assign this Agreement.

7.4 Waiver of Breach. The parties agree that the waiver by either party of a breach by the other party of any of the provisions contained in this Agreement will not operate as or be construed to be a waiver of any other breach of this Agreement.

7.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement between Sinai and the Resident with respect to the Resident's employment by Sinai during the Term. Any prior agreements between the Resident and Sinai regarding the subject matter hereof are hereby terminated in their entirety by mutual agreement of the parties, and both parties are completely relieved and discharged from any and all duties, obligations, and liabilities under such prior agreements; except that, notwithstanding the foregoing, to the extent a section, term, or provision of any such agreement expressly survives termination, then such section, term, or provision shall continue to survive, and any disciplinary action instituted by Sinai under the terms of any such agreement shall remain in place and continue pursuant to the specific terms of such disciplinary action.

7.6 Succession. The covenants, conditions, and agreements contained in this Agreement will bind and inure to the benefit of Sinai and its successors and assigns.

7.7 Counterparts. This Agreement may be executed in counterparts, each counterpart will be deemed an original, but both of which, taken together, shall constitute one and the same agreement.

7.8 Maryland Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Maryland.

SINAI HOSPITAL OF BALTIMORE, INC.

RESIDENT

By: _____
Name: Donald A. Abrams, M.D.
Title: Designated Institutional Official

Name: <<firstname>> <<lastname>>

By: _____
Name:
Title: Residency Program Director