

**HONORHEALTH
FAMILY MEDICINE RESIDENCY AGREEMENT**

THIS AGREEMENT dated as of _____ is entered into by and between HONORHEALTH (“HOSPITAL”) and _____ (“RESIDENT”).

WHEREAS, HOSPITAL will provide a suitable environment to advance resident education in the special area of Family Medicine as set forth by the Accreditation Council for Graduate Medical Education “Essentials of Accredited Residencies in Graduate Medical Education” and the certification requirements of the American Board of Family Medicine (“HonorHealth-Scottsdale Osborn Medical Center-Family Medicine Residency Program” or “Training Program”); and,

WHEREAS, RESIDENT is duly qualified to be accepted into said Training Program; and

WHEREAS, RESIDENT and HOSPITAL propose to enter into this agreement in order to provide a full statement of their respective responsibilities in connection with RESIDENT’S appointment and possible reappointment to the Training Program.

WHEREAS, various policies and procedures are referenced herein and may be revised, amended or newly issued from time to time for notice and compliance by all RESIDENTS, and may be accessed on the Residency Management Software, New Innovations, and from the Residency Program Director or HOSPITAL Office of Graduate Medical Education.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, other good and valuable consideration, the adequacy and sufficiency of such is hereby acknowledged, the parties, intending to be legally bound, agree upon the following terms and conditions:

I. Duration and Conditions for Reappointment.

Performance under this Agreement shall begin June __, 20__ and terminate June 30, 20__. The term of this Agreement may not exceed one (1) year unless renewed or extended in writing by HOSPITAL authorized representatives under the then current practices and the RESIDENT has no expectations otherwise. Renewal or extension of this Agreement is dependent upon satisfactory performance and advancement to the next postgraduate training level as described in Training Program policy *RP-9050 Progress, Advancement and Graduation* and determined solely by evaluation of RESIDENT’S performance by HOSPITAL. HOSPITAL shall use reasonable efforts to notify RESIDENT at least four (4) months’ prior to the expiration of the current term of the Agreement regarding renewal or non-renewal of this Agreement, and, if renewed, the term of such renewal. Nothing herein contained shall be construed to confer upon RESIDENT an automatic right to extension of this Agreement for a subsequent residency year or part thereof. By this Agreement, the Resident is appointed as a PGY __ Resident in the HonorHealth-Scottsdale Osborn Medical Center-Family Medicine Residency Program.

II. Obligations of the Resident.

The RESIDENT agrees:

- A. To perform stated duties and responsibilities to the best of his/her ability and to meet the required and expected education and service standards established by the faculty of the HonorHealth-Scottsdale Osborn Medical Center-Family Medicine Residency Program.
- B. To abide by the bylaws, rules, regulations and policies to which the HonorHealth-Scottsdale Osborn Medical Center-Family Medicine Residency Program and participating institutions are subject.
- C. To comply with all applicable policies, procedures, rules and regulation of the HonorHealth-Scottsdale Osborn Medical Center-Family Medicine Residency Program, HonorHealth Hospitals and its Medical Staffs and those of all other training facilities, as may be amended from time to time,
- D. To conduct himself/herself in a professional manner in fulfilling residency responsibilities and programmatic goals.
- E. To limit outside activities to the extent that they will not interfere with the effective discharge of assigned services or educational obligations.
- F. To maintain medical records in a timely manner and in accordance with the format and procedures established by the HOSPITAL, Medical Staffs, Training Program, and other participating institutions, as applicable.
- G. To develop a professional relationship and commitment to his/her patients and to the HOSPITAL and to develop an understanding of ethical, socioeconomic/cultural and medical-legal issues that affect patient care and learn to apply appropriate cost-containment measures in the provision of care.
- H. To participate in any HOSPITAL committee to which s/he is appointed, assigned, or selected.
- I. To participate in patient care as appropriate to his/her level of training and abilities under the supervision and direction of his/her attending physician.

- J. To adhere to all duty hours, on-call schedules and assignment schedules in a prompt and timely fashion.

III. Resident Prerequisites to Begin Training.

Eligibility to begin training and receive the financial support and benefits outlined in this Agreement requires at least the following:

- A. State of Arizona Postgraduate Training Permit. RESIDENT must have a Postgraduate Training Permit issued by the State of Arizona Board of Medical Examiners or Arizona Board of Osteopathic Examiners in Medicine and Surgery. Arrangements for this permit are made through the HOSPITAL and shall be paid for by the HOSPITAL.
- B. Drug Enforcement Agency Registration. RESIDENT must have a valid Drug Enforcement Agency (DEA) number to write for controlled substances. Arrangements for this registration are made through the HOSPITAL.
- C. Medical School Graduate. RESIDENT must demonstrate that s/he is a graduate of an accredited medical/osteopathic school.
- D. Documentation. RESIDENT must deliver information and documents for HOSPITAL to properly complete Form I-9 and, as applicable, a copy of an appropriate Visa as required by the U.S. Department of Citizenship and Immigration Services and to demonstrate certification by the Education Commission for Foreign Medical Graduates (ECFMG), and all other similar authoritative bodies.
- E. Medical Screening. RESIDENT must demonstrate that s/he is fit for duty, including the passing of a medical screening prior to commencement of appointment performance hereunder, including satisfactory completion of a pre-employment test to rule out the use of non-approved substances under applicable HOSPITAL policies and practices supporting a drug-, alcohol-, and tobacco-free work environment.
- F. Background Screening. RESIDENT must satisfactorily complete an employment, reference, criminal history and other standard HOSPITAL background checks, including a pre-employment test to rule out the use of non-approved substances, under applicable HOSPITAL policies and procedures.

In circumstances where Resident has not met eligibility requirements prior to start date, this Agreement shall become null and void at the sole discretion of HOSPITAL.

Provide HOSPITAL with written notification of any change in status regarding the prerequisites set forth above.

IV. Salary.

RESIDENT shall receive a salary in the amount of _____ payable in equal and customary Hospital payroll installments. No payment or compensation of any kind or nature shall be paid to or accepted by Resident from patients or third party Resident Contract 2015-16 payers or any other sources for performance or any services rendered pursuant to this Agreement.

V. Quarters.

A. As RESIDENT may be required to physically remain in the hospital when on-call, appropriate accommodations will be provided. Such on-call quarters are to be occupied only at those times RESIDENT is scheduled for on-call duty and shall not be used for any other personal use.

B. HOSPITAL does not provide living or resident quarters for RESIDENT.

VI. Meals.

The HOSPITAL will provide a meal when RESIDENT is in the hospital on-call.

VII. Uniform and Regulation for Dress.

A. RESIDENT shall be neatly and well groomed.

B. HOSPITAL will provide an identification badge at the start of the RESIDENT's first year of training and the Training Program will provide two lab coats over the course of the three year training period.

C. Surgical and special service uniforms, as required, will be furnished and laundered by the participating hospitals.

VIII. Professional Liability Coverage.

A. HOSPITAL shall provide professional liability insurance coverage for RESIDENT under the terms of the HOSPITAL's general and professional liability insurance program for professional activities performed by RESIDENT as part of his/her training under the HonorHealth-Scottsdale Osborn Medical Center-Family Medicine Residency Program. Liability coverage will be provided for RESIDENT on rotations outside Scottsdale Healthcare provided such rotation or activity is not in the Phoenix area and has been approved or mandated by the Training Program.

B. Such insurance coverage will only apply when RESIDENT is performing services required by this Agreement. HOSPITAL provides no coverage for any act or omission

that does not arise out of the course and scope of RESIDENT's professional activities performed by RESIDENT as part of his/her training under the HonorHealth-Scottsdale Osborn Medical Center-Family Medicine Residency Program including, but not limited to, moonlighting. Resident shall at Resident's own cost and expense, purchase or otherwise acquire adequate professional liability insurance coverage to cover all patient/clinical services rendered outside the scope of the HonorHealth-Scottsdale Osborn Medical Center-Family Medicine Residency Program, e.g., moonlighting.

IX. Benefits.

RESIDENT and his/her dependents shall be entitled to the hospital and health insurance benefits stated in Exhibit A, including medical insurance, as amended from time to time.

X. Support Services.

The program will facilitate RESIDENT's access to appropriate and confidential counseling, medical, and psychological support services utilizing the Employee Assistance Program (*HR1068 Employee Assistance Program EAP*), their medical/dental insurance program, and through possible collaboration with providers from other area Family Medicine residency programs

XI. Hours of Duty.

A. Training Program requirements relating to duty hours and on-call schedules are based on educational rationale and patient care needs including continuity of care. Assigned duty hours will comply with ACGME and Training Program guidelines. "Duty hours" shall include both time the RESIDENT is obligated to provide services to the Training Program/HOSPITAL and the time the RESIDENT is attending required Training Program educational activities. The RESIDENT agrees to comply with ACGME duty hour limitations as outlined in Training Program policy *RP1080 Resident Duty Hours*.

B. Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities and all moonlighting activities.

C. The Director of the Family Medicine Residency Program shall establish work schedules for nights, weekends, and holidays. RESIDENT shall be free to use his/her off-duty hours in any manner the RESIDENT sees fit, provided that such off-duty activity(s) does not interfere with the obligations owed by the RESIDENT to the HOSPITAL under this Agreement, and/or does not reflect negatively upon the HOSPITAL. Subject to the insurance requirement and duty hours requirement stated above, per Training Program policy *RP1060 Moonlighting*, RESIDENT is allowed to moonlight as long as it does not interfere with the RESIDENT's schedule on assigned rotations or in the Family Medicine Center, and does not interfere with the quality of work by RESIDENT on assigned rotations or in the Family Medicine Center in accordance with written policies of the Training Program.

XII. Leave of Absence.

The program will follow HOSPITAL'S policy *HR 1317 Leave of Absence and HR 1311 Leave of Absence – Family Medical Leave Act (FMLA)*. Total absence from the program for any reason in excess of one (1) month will extend the time required for promotion or graduation for that particular training year as specified by the American Board of Family Medicine. (See Training Program policy *RP-1050 Absenteeism*).

XIII. Sexual Harassment and Other Forms of Harassment.

Investigations of sexual harassment complaints and other forms of harassment complaints shall be conducted in accordance with the procedures set forth in the HOSPITAL policy *HR 1326 Harassment in the Workplace*.

XIV. Resident Physician Impairment.

If a RESIDENT is suspected of substance abuse or other impairment during training, HOSPITAL will intervene and provide support in accordance with Training Program policy *RP-4050 Resident Impairment* and HOSPITAL policy *HR1333 Substance Abuse* as warranted.

XV. Non-Discrimination.

HOSPITAL complies with all applicable federal state and local laws and regulations relating to non-discrimination in employment. Hospital does not and will not discriminate on the basis of race, color, age, sex, sexual orientation, religion, ancestry, citizenship, national origin, marital, familial or disability status or veteran status, or any other characteristic protected by applicable law with respect to any aspect of employment.

XVI. Accommodation for Disability.

HOSPITAL will make reasonable accommodations for physical or mental limitations of an otherwise qualified individual with a disability.

XVII. Adjudication of Resident Complaints and Grievances.

Should a RESIDENT have a grievance against or appeal concerning the Training Program, Residency Policy *RP-9050 Progress, Advancement and Graduation* and HOSPITAL Policies *HR1305 Dispute Resolution Process and HR1301 Appeal of Dismissal* govern the Resident.

XVIII. Evaluation.

RESIDENT shall be evaluated continuously over his/her training to insure progress toward becoming a family physician and to identify any potential problem areas. RESIDENT acknowledges by signing this Agreement that evaluations of his/her work and progress in the Training Program are an integral part of the residency experience. As such, information from these evaluations may be furnished to licensing boards, certification boards, credentials/privileging committees, prospective employers and/or other program directors. In instances where this information is shared, RESIDENT will indemnify and hold harmless HOSPITAL and its employees for any damages therefrom. Any information regarding a

RESIDENT's performance required by federal or state law will be released immediately to the proper authorities.

XIX. Termination Before Expiration Date.

A. The parties have entered into this Agreement in good faith, and they acknowledge their ethical and legal obligations to fulfill this Agreement. Therefore, this Agreement may be terminated prior to the expiration of its one (1) year term only under the following conditions:

1. By mutual agreement of the parties, or
2. Voluntarily by the RESIDENT upon at least sixty (60) days' prior written notice to HOSPITAL.
3. By the HOSPITAL in accordance with *RP-9050 Progress, Advancement and Graduation*.
4. By the HOSPITAL for "cause." "Cause" shall include, but shall not be limited to the following:

Unethical practice, incompetency, unsatisfactory academic performance, failure to keep adequate records, unreasonable interference with the operation of the HOSPITAL or the Training Program, negligence in the performance of duties, excessive absences or tardiness, acts which reasonably could be considered moral turpitude, charging or conviction of a serious misdemeanor or felony or entry of a plea of nolo contendere to same before or during the term of this Agreement, or any violation of the System or Training Program Policies, Procedures and Regulations.

XX. Procedure for Termination of Cause.

Prior to a termination of the Agreement, the RESIDENT shall have the right to a formal request for administrative review of dismissal from the Residency Program as per HOSPITAL policy *HR1301 Appeal of Dismissal*.

XXI. Audit.

RESIDENT agrees, until the expiration of four (4) years after the provision of services pursuant to this Agreement, to retain all of RESIDENT's books, records, and documents which are necessary to certify the nature and extent of all costs and sums paid by HOSPITAL to RESIDENT for his/her services. Such books, records, and documents shall be made available to the Secretary of Health and Human Services, the Comptroller General or their duly authorized representatives upon request.

XXII. Final Clearance.

Certification of completion of the program and final payment for service will be contingent upon RESIDENT having, on or before date of regular or early termination of this Agreement, returned all HOSPITAL property such as books, equipment, surgical scrubs, pager, name badge, keys, telephone, computer, computer software, etc.; completed all records; and settled his/her professional and financial obligations.

XXIII. Amendment.

This Agreement may be amended only by mutual agreement of the parties. All such amendments shall be in writing.

XXIV. Special Provision.

It is the intent of the HOSPITAL and the RESIDENT to ensure that a definite part of the RESIDENT's activities are educational and that another part is both educational and of service to patients. The HOSPITAL encourages the RESIDENT to notify the HOSPITAL in the event the RESIDENT believes his/her time is not being adequately spent achieving both goals of educational advancement and services to patients, or if the RESIDENT believes that he/she is not receiving adequate supervision or training. It is understood that this Agreement in no way obligates the RESIDENT to stay with the HOSPITAL after completion of the residency training.

XXV. Assignment.

This Agreement was entered into by HOSPITAL because of the qualifications of RESIDENT and may not be assigned by RESIDENT.

XXVI. Healthcare Conviction.

RESIDENT represents and warrants to HOSPITAL, upon execution and throughout the term of this Agreement, that RESIDENT has not in the past conducted and is not presently conducting RESIDENT's business in such a manner as to cause RESIDENT to be suspended, excluded, barred or sanctioned under Medicare or Medicaid Programs or any government licensing agency as debarred, excluded or otherwise ineligible for federal program participation.

RESIDENT represents and warrants to HOSPITAL, upon execution and throughout the term of this Agreement, as follows:

RESIDENT shall perform the services required hereunder in accordance with:

- A. All applicable federal, state, and local laws, rules and regulations, including Medicare Conditions of Participation;
- B. all applicable standards of the relevant accrediting organizations; and
- C. all applicable bylaws, rules, and regulations of HOSPITAL and its Medical Staffs.



XXVII. Entire Agreement.

This supersedes any and all prior agreements, either oral or in writing, between the parties with respect to the subject matter hereof and contains the entire agreement between the parties relating to said subject matter.

XXVIII. Severability / Waiver.

If any clause, sentence provision or other portion of this Agreement is or becomes illegal, null, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in force and effect. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

XXIX. Governing Law.

The laws of the State of Arizona hereunder shall in all respects govern this Agreement, the interpretation and enforcement thereof, and the rights of the parties.

XXX. Express Acknowledgement.

Resident hereby acknowledges that s/he has read and understands the terms contained in this agreement, all attachments hereto, and all applicable policies and procedures referenced herein including those found at the previously referenced HOSPITAL Graduate Medical Education website and any other policies and procedures applicable to the Training Program.

IN WITNESS WHEREOF, HOSPITAL and RESIDENT have executed this Agreement this _____ day of _____, 201_____

HONORHEALTH

RESIDENT

By _____
Tom Sadvary, CEO
HonorHealth
