

## RESIDENT AGREEMENT – PGY1

**THIS RESIDENT AGREEMENT** is made and entered into as of the later of March 8, 2017, or the execution of the Agreement by all parties (the “Effective Date”) by and between **DESERT REGIONAL MEDICAL CENTER, INC.** (“Hospital”), and \_\_\_\_\_ (“Resident”).

### **WITNESSETH THAT:**

**WHEREAS**, Hospital operates a comprehensive inpatient facility in the State of California, located at 1150 N. Indian Canyon Drive, Palm Springs, CA 92262.

**WHEREAS**, Hospital has established a Residency Training Program (“Program”) as a way to provide quality healthcare and quality clinical education for Resident Physician;

**WHEREAS**, Hospital desires to enroll Resident Physician in Hospital’s Residency Training Program, and Resident is willing and desirous to participate under mutually satisfactory terms and conditions;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, Hospital and Resident agree as follows:

1. Hospital offers and Resident hereby accepts an appointment with the Hospital as a Resident at the **FIRST** year level of training in Hospital’s Training Program.

2. **RESPONSIBILITIES AND DUTIES OF RESIDENT PHYSICIAN.**

a. The Resident agrees to fulfill the educational requirements of the Residency Program and the obligations to provide appropriate patient care as assigned by the Program Director under the direct supervision of the faculty of the clinical service to which they may be assigned from time to time. Resident shall maintain proper professional conduct and appearance and demonstrate courtesy and respect to patients, their families and all persons employed by or associated with Hospital. Resident shall not engage in disruptive behavior which could negatively impact administrative processes related to and clinical performance of the Program. Resident shall comply with Hospital’s mandatory influenza policy.

b. Resident acknowledges that Hospital has entered into contracts to provide managed care, and may enter into additional managed care contracts in the future. As used herein the term “managed care” shall mean care provided by Health Maintenance Organizations, Preferred Provider Organizations, Prepaid Medical Plans and other similar healthcare systems. Resident agrees to comply with the terms of all managed care arrangements in which Hospital participates now or in the future to the extent such terms do not conflict with the standards of the Accreditation Council on Graduate Medical Education.

c. Resident shall be under the academic supervision of the Program Director and/or Faculty and academic, administrative, and professional supervision of the Director of Medical Education (DME).

d. Resident shall not engage in any other professional medical employment, business, or practice, “moonlighting” without first obtaining written approval from the Program Director and Director of Medical Education and in accordance with graduate medical education policies, and the relevant Residency Training Manual. In no event shall such moonlighting conflict in any way with the Resident’s responsibilities and educational training program at Hospital. These additional hours of moonlighting shall be counted in the daily and total residency work hours.

e. The Resident shall abide at all times by the rules, regulations and policies of Graduate Medical Education, Hospital’s House Staff Manual, the residency program specific training manual, the residency standards of the American Osteopathic Association (AOA), and its pertinent colleges, as well as pertinent sections of the bylaws, rules and regulations, and policies and procedures of the Medical Staff and the Hospital, and shall conduct himself/herself in a professional manner.

The Resident also understands and agrees that the Hospital may, at its discretion, change or modify the aforesaid House Staff Manual, and the bylaws, rules and regulations, and policies and procedures of the Medical Staff and the Hospital and agrees to keep himself/herself apprised of the contents thereof at all times during the course of this Agreement.

f. The Resident shall abide by the requirements of the applicable residency training accrediting body, which include the AOA and/or ACGME.

g. The Resident must meet the expectations of the Program in each of the following areas: osteopathic principles and practice; medical knowledge; patient care; interpersonal and communication skills; professionalism; practice-based learning and improvement; system-based practice; and any other area designated by the Program and Director of Medical Education.

h. As delegated by faculty physicians, the Resident examines, diagnoses, and treats patients at the Hospital and all other affiliated clinical care units.

i. The Resident confers with attending physicians regarding care of patients and medical work performed, and assists them in examining and treating patients, in a manner in accordance with accepted standards of residency training.

j. The Resident confers with other residents and nursing personnel regarding the care of patients.

k. Using all computerized provider order entry requirements (CPOE), the Resident completes and maintains all requisite medical records of any and all patients assigned to her care. Resident will complete medical records timely according to the bylaws, rules and regulations, and policies and procedures of the Medical Staff.

l. The Resident may be required to appear in legal proceedings on behalf of the Hospital where the need for such appearance arises out of the Resident's work for the Hospital under this contract. If Resident is served with a summons to appear in court resulting from their work in the Program, the summons should be forwarded to the Hospital's Risk Management Office immediately and the residency program director and Graduate Medical Education Department notified immediately.

m. The Resident shall attend all education conferences required by the Director of Medical Education, Program Director or the faculty of the clinical service to which Resident is assigned, unless Resident is engaged in the emergency care of patients or specifically directed to perform other responsibilities by the Director of Medical Education, or Program Director. Resident shall participate as directed by the Director of Medical Education or Program Director in related medical education programs provided through the Hospital's affiliation with universities or other educational facilities.

n. The Resident shall devote such time as is necessary to satisfactorily complete her professional duties within accepted educational standards. The Resident Physician shall perform such other related duties as may be assigned by the Director of Medical Education or Program Director or designee.

3. **REPRESENTATIONS AND WARRANTIES.** Resident represents that he/she is a Medical Doctor and that he/she has a valid license to practice medicine in the State of California ("State"). If Resident's license to practice medicine in the State is revoked, suspended or otherwise subjected to discipline, then this Agreement shall automatically terminate as of the date of such revocation, suspension, or other disciplinary action. Resident further agrees to provide the Hospital with prompt written notice if any action is taken against Resident's license to practice medicine in State, whether such action is of a temporary or permanent nature, or in the event that Resident is subject to disciplinary action of any kind. The Hospital may, at its option, immediately terminate this Agreement upon or after commencement of any such disciplinary proceedings or other action. Resident represents to the Hospital that the Resident is not an Ineligible Person. An "Ineligible Person" is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (ii) has been convicted of a criminal offense that falls within the range of activities described in 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Resident shall disclose immediately to the Hospital if Resident becomes debarred, excluded, or suspended, or if any other events occurs that makes Resident an Ineligible Person. This Agreement shall automatically terminate as of the date the Resident becomes an Ineligible Person.

4. **BILLING AND COMPENSATION.**

a. Hospital solely shall bill for all professional services rendered by the Resident. Any and all fees received in connection with such billed services, including all fees and payments of any nature in payment for managed care services rendered by Resident, belong to Hospital and should be paid as received to Hospital and, if payable to Resident shall be assigned to or endorsed promptly to Hospital by Resident. Resident shall not bill or collect from any payor or patient any sums for professional services rendered by Resident under this Agreement.

b. Hospital shall compensate Resident at the rate of **(AMOUNT)** for the one year term of this Agreement.

5. **TERM OF AGREEMENT.** This Agreement shall commence on July 1, 2018, and continue for one (1) year, ending June 30, 2019.

a. **Termination.** Will be effective upon written notice consistent with the due process policy as outlined in the House Staff Manual; or upon **one hundred twenty (120) days'** notice to Resident in the event that the Residency Program and/or Hospital lose approval of the Training Program during the term of this Agreement.

b. **Grievance, Discipline Process, and Resident Due Process.** Specific details are outlined in the House Staff Manual.

c. At the termination of this Agreement, Resident shall return all Hospital property, including but not limited to books, equipment, digital pager and uniforms, and shall complete all records and satisfy all professional and financial obligations. Upon termination of this Agreement, any and all rights to further payments under this Agreement shall terminate without further notice or action being required by Hospital; provided, however, that Hospital shall pay to Resident any sums which accrued to Resident on or before the date of termination. Any amounts due to Resident shall be paid within sixty (60) days after this Agreement is terminated.

6. **ADDITIONAL YEAR APPOINTMENT.**

a. Hospital shall have the sole discretion to determine whether it wishes to offer the Resident the opportunity to renew this Agreement. If Hospital desires to offer Resident the opportunity to renew this Agreement, Hospital shall provide Resident with written notice not less than four (4) months before the expiration of this Agreement, unless the primary reason(s) for the non-renewal occurs within the four (4) months before the end of this Agreement, and in such case, Hospital shall provide Resident with as much notice of the intent not to renew as the circumstances will reasonably allow, before the end of the Agreement.

b. If Hospital makes such an offer, Resident shall accept or reject Hospital's offer for renewal of the Agreement within **thirty (30) days** of receiving said offer.

7. Hospital shall provide a program of education that meets the standards established by the American Osteopathic Association and/or the Accreditation Council on Graduate Medical Education.

8. Resident must be fully capable of participating in the Program, with or without a reasonable accommodation. Once Resident has applied for admission to and is conditionally accepted by the Program, Resident may be required to undergo a complete physical examination, including blood test and drug screen, to confirm that Resident is fully capable of participating in the Program, with or without a reasonable accommodation. In addition, Hospital may require evidence that the Resident has been immunized against various viruses and may require that Resident periodically take certain routine laboratory tests and chest x-rays. In the event that Resident is absent due to illness or injury, a Hospital staff physician prior to returning to work

must clear Resident. Hospital shall provide emergency first aid treatment to Resident in the event that Resident needs such care until the personal physician of Resident can be summoned, but shall not be obligated to furnish any other medical or surgical services to Resident and Hospital shall not be responsible for any costs involved in such treatment, any follow-up care, or any hospitalization.

9. Resident shall be entitled to the benefits described in Exhibit A, provided, however, that Exhibit A identifies the benefits currently available to Resident physicians at Hospital and such benefits are subject to modification amendment from time to time by Hospital at Hospital's sole discretion.

10. This Agreement embodies the complete, full and exclusive understanding of the Hospital and the Resident with respect to the Resident's employment by Hospital, and it supersedes and cancels all prior agreements, written or oral, between the parties hereto regarding the Resident's employment by Hospital. Any amendments, additions, or supplements to or cancellation of this Agreement shall be effective and binding on the Hospital and the Resident only if in writing and signed by both parties.

11. In the event that any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be restricted in scope or otherwise modified to the extent necessary to render the same valid and enforceable, or, in the event that such provision cannot be modified or restricted so as to be valid and enforceable, then the same shall be deemed excised from this Agreement if circumstances so require, and this Agreement shall be construed and enforced as if such provision had originally been incorporated herein as so restricted or modified, or as if such provision had not originally been contained herein, as the case may be.

## 12. **CONFIDENTIALITY.**

a. Resident agrees to maintain and hold as confidential and to not disclose the terms of this Agreement or any confidential or proprietary information that Resident may be provided during the term of this Agreement to any other person (with the exception of Resident's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by Hospitals ("Confidential Information"). As between Hospitals, its affiliates, and Resident, any Confidential Information of Hospitals or its affiliates or Data provided to or learned by Resident for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of Hospitals. In no event shall Resident claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services Resident is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Additionally, Resident shall not use, authorize to use or disclose the Data received from Hospitals for the purpose of developing information or statistical compilations for use by third parties or for any commercial exploitation, unless otherwise agreed upon in writing by Hospitals or its affiliates. Moreover, Resident hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from Hospitals' or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data"

means all tangible data elements belonging to Hospitals or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Hospitals or any affiliate thereof or their respective patients, clients or customers. With respect to any patient or medical record information regarding Hospitals' patients, Resident shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospitals and their medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and California's Confidentiality of Medical Information Act ("CMIA").

**13. ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement embodies the complete, full and exclusive understanding of the Hospital and the Resident Physician with respect to the Resident Physician's employment by Hospital, and it supersedes and cancels all prior agreements, written or oral, between the parties hereto regarding the Resident Physician's employment by Hospital. Any amendments, additions, or supplements to or cancellation of this Agreement shall be effective and binding on the Hospital and the Resident Physician only if in writing and signed by both parties.

14. Hospital may refuse access to its clinical areas to Resident if Resident does not meet Hospital's employee standards for safety, health, or ethical behavior.

**15. COMPLIANCE OBLIGATIONS.** Resident represents that he/she read, understands, and shall abide by Tenet's Standards of Conduct. Resident shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/pages/ethicscompliance.aspx>. Resident shall require any employees providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request. Resident and any employees, if applicable, shall complete any training required under Tenet's Compliance Program.

**IN WITNESS WHEREOF**, Hospital has caused this Agreement to be executed by its duly authorized officer, and the Resident Physician has executed this Agreement by hereunto setting his/her hand effective as of the day and year first above written.

**DESERT REGIONAL MEDICAL CENTER, INC.**

**RESIDENT PHYSICIAN**

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

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

Name: Michele Finney

Name:

Title: Desert Market CEO

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

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

## EXHIBIT A

### **BENEFITS – FIRST YEAR RESIDENTS**

The following is intended to briefly describe the various benefits afforded to you as a Hospital Resident. The full policy statement may be found in the Residency Policy Manual distributed to each resident at orientation.

Benefits are subject to the terms of the plan documents or insurance contracts, as applicable, and may be changed at the discretion of Hospital.

**General Benefits** include, but are not limited to, the following:

- Medical
- Dental
- Vision
- 401(K) plan
- FSAs, HSAs, and HRAs
- Life, AD&D and Disability Insurance
- Hyatt Legal
- Employee Stock Purchase Plan
- Tenet Personal Health Team and Employee Assistance Program
- Paid meals when on duty

**Additional Benefits** offered to Residents only with approval of the Program Director and Director of Medical Education:

- Hospital will cover **pre-approved** conferences for residents to attend national and state conferences representing the hospital and residency program. In addition, Hospital will provide an approved allowance for books and other self-education materials (including directly related and **pre-approved** verifiable expense for authorized continuing education program(s). This coverage and allowance shall not exceed (AMOUNT).
- Hospital will provide a one-time (AMOUNT) reimbursement to Resident for a palm pilot, smart phone, or medical applications for a smart phone.
- Incidental Expenses: Any other expenses for the Residency Program which are in the budget will be reimbursed with the **prior** approval of the Program Director and Director of Medical Education not to exceed(AMOUNT).



- Paid professional liability insurance or self-insurance for work within the scope of the Residency Program and subject to the terms and limits of the Hospital coverage, currently \$1,000,000 per “occurrence” and \$3,000,000 annual aggregate. The insurance coverage described in this section shall be applicable only to the activities Resident Physician performs pursuant to this Agreement and shall not cover Resident Physician for any activities not performed on behalf and for the benefit of Hospital. Upon expiration or termination of this Agreement, Hospital will maintain coverage for claims that may arise from acts or omissions of Resident Physician that took place during the term of the Residency.