

**GRADUATE MEDICAL EDUCATION
RESIDENT/FELLOW EMPLOYMENT AGREEMENT
(2017)**

THIS RESIDENT/FELLOW EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of the signature dates set forth below, to be effective as of the **«Start_Day»** day of **«Start_Month», 2017** (the "Effective Date"), between BANNER—UNIVERSITY MEDICAL GROUP, an Arizona non-profit corporation ("B—UMG"), and **«First_Name» «Last_Name», «M.D._or_D.O._or Other»**, a physician in training as a resident or fellow ("Resident/Fellow").

RECITALS:

WHEREAS, the parties desire to enter into an agreement whereby B—UMG employs Resident/Fellow as a resident or fellow in the University of Arizona College of Medicine - **<< Specialty >>** Graduate Medical Education Program ("GME Program") sponsored by the University of Arizona College of Medicine - **«Tucson Campus_or_Phoenix Campus_or_South Campus»** ("UACOM");

WHEREAS, UACOM is the Accreditation Council for Graduate Medical Education ("ACGME") designated sponsoring institution of the GME Program in which Resident/Fellow is participating and is responsible for sponsoring, operating, and administering the GME Program in accordance with the requirements and standards of the ACGME, the National Residency Match Program ("NRMP") and other applicable accrediting agencies; and

WHEREAS, this Agreement sets forth the terms, conditions, obligations, and expectations of the parties in connection with the educational experience provided to Resident/Fellow through the GME Program as an employee of B--UMG.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, B—UMG and Resident/Fellow agree and understand as follows:

1. APPOINTMENT. Subject to the terms and conditions set forth in this Agreement, Resident/Fellow hereby accepts employment by B—UMG as a PGY **«Year»** resident or fellow on a full-time basis as part of the GME Program.
2. FINANCIAL AND OTHER ARRANGEMENTS.
 - 2.1 For the term of this Agreement, Resident/Fellow will receive a base salary of **\$«Salary»** annually. All compensation is payable in equal installments every two weeks and is subject to deductions for federal and state income withholdings, and any other deductions required by law or authorized in writing by Resident/Fellow.
 - 2.2 If approval is given for the provision of moonlighting services outside of the Program on behalf of B—UMG or any B—UMG affiliate, Resident/Fellow will receive bonus compensation from B—UMG for such moonlighting services.
 - 2.3 In the event of a reduction, limitation, or termination of the GME Program, B—UMG and UACOM will assist Resident/Fellow in securing a position in another ACGME approved program to complete training.
 - 2.4 Upon satisfactory completion of the GME Program by Resident/Fellow, Resident/Fellow will receive a certificate of completion of training.

3. RESIDENT/FELLOW QUALIFICATIONS.

- 3.1 As a condition of entering this Agreement, and as a prerequisite to begin training and to receive financial support and benefits pursuant to this Agreement, Resident/Fellow agrees as follows:
- a. Resident/Fellow must meet and fulfill the regulatory and licensure requirements set out in the Resident/Fellow GME Manual (the "Manual"), a copy of which is located here: **«Link Phoenix_or_Link Tucson»**.
 - b. Resident/Fellow must complete the process necessary to obtain clearance for duty from Banner Health Occupational Health, including, but not limited to, passing a drug screening, satisfying B—UMG vaccination/immunization requirements (unless Resident/Fellow has been granted a medical or religious exemption), and participating in all post-offer medical examinations required for all residents and fellows in the GME Program.
 - c. Resident/Fellow must satisfactorily complete B—UMG pre-employment screening tests in accordance with the provisions of the Manual regarding drug and substance use.
 - d. Resident/Fellow must satisfactorily complete B—UMG pre-employment background screening, including fingerprint clearance card, reference checks, criminal history check, and other B—UMG background checks, as set out in the Manual.
 - e. Resident/Fellow must be appointed to the GME Program and must maintain such appointment in good standing.
 - f. Resident/Fellow must satisfactorily meet the qualifications and requirements of the ACGME, the NRMP and other applicable accrediting agencies, as may be amended from time to time.
- 3.2 In the event that Resident/Fellow has not met eligibility requirements prior to the Effective Date, this Agreement will become null and void and Resident/Fellow will coordinate with B—UMG and UACOM regarding further participation in the GME Program.
- 3.3 Resident/Fellow hereby permits B—UMG to release and provide to UACOM, including third-party training sites that are a part of the GME Program, and to accrediting and certifying boards and organizations any requested and required information related to participating in the GME Program, including, but not limited to, social security number, fingerprint clearance card and immunization records. Resident/Fellow will provide the director of the GME Program (the "Program Director") with written notification of any change in status relating to these qualifications and pre-requisites.

4. OBLIGATIONS AND RESPONSIBILITIES OF RESIDENT/FELLOW.

- 4.1 Resident/Fellow agrees to abide by the Manual, as may be amended from time to time. The Manual includes, but is not limited to, information, policies, and procedures regarding the following:
- a. Terms, conditions, and procedures for evaluation, reappointment, and promotion to a subsequent program year ("PGY") level;
 - b. Grievance and due process policies, standards, and procedures;

- c. Professional liability insurance coverage provided through B—UMG;
 - d. Hospital and health insurance benefits for Resident/Fellow and eligible dependents;
 - e. Vacation, parental, sick, and other leave benefits;
 - f. Other insurance benefits;
 - g. The effect of leaves on ability to satisfy requirements for GME Program completion;
 - h. Information related to eligibility for specialty board examinations;
 - i. Policies and procedures regarding duty hours and moonlighting;
 - j. Services available to Resident/Fellow;
 - k. Policies and procedures relating to non-discrimination, anti-harassment, and disability accommodations; and
 - l. Other benefits and services available to Resident/Fellow.
- 4.2 Resident/Fellow will devote the time and effort necessary to satisfactorily fulfill the educational requirements, and to perform required services, duties, functions, and responsibilities, of the GME Program as established by UACOM.
- 4.3 Resident/Fellow will comply with all state, federal, and local laws, rules, regulations, and standards as well as applicable B—UMG and UACOM standards, requirements, policies and procedures. Resident/Fellow will notify the Program Director immediately (a) of any alleged or actual act or omission that may be a violation of any law, rule, regulation, standard, requirement, or any Manual provision, or (b) if Resident/Fellow is a party to any disciplinary proceedings or malpractice claims, regardless of whether they are related to services provided at the assigned GME Program location.
- 4.4 Resident/Fellow will notify the Program Director immediately if Resident/Fellow becomes aware of any circumstance that may cause B—UMG, UACOM, or any participating hospital or healthcare facility site to be noncompliant with any federal, state, or local laws, rules, or regulations or the standards of any accrediting or licensing body to which it is subject.

5. TERM AND TERMINATION

- 5.1 Subject to either party's right of termination as set forth below, the term of this Agreement will commence on the Effective Date and continue until the **«End_Day»** day of **«End_Month», 2018** (the "Termination Date"). This Agreement will expire on the Termination Date unless renewed or extended in writing by B—UMG, after consultation with designated representatives of UACOM, under then current practices, and the Resident/Fellow has no expectations otherwise.
- 5.2 Resident/Fellow's right to perform services under this Agreement may be suspended immediately as outlined in the Manual. Subject to the grievance and due process provisions of the Manual, this Agreement will terminate upon the termination of Resident/Fellow's appointment to the GME Program, upon the occurrence of any of the events specified in the Manual, or upon any material breach of this Agreement by Resident/Fellow.

6. NOTICES. Any notice required to be given pursuant to the terms and provisions of this Agreement must be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, return receipt requested, postage prepaid, addressed to the receiving party at the applicable address set forth below, or to such other addresses as the parties may hereafter designate in writing, or through electronic mail:

To Resident/Fellow: At the residential address recorded in personnel system utilized by B-UMG

To B—UMG: Banner—University Medical Group
«2901 N. Central Avenue, Suite 160_or_1501 N. Campbell Avenue»
«Phoenix, AZ 85012_or_Tucson, AZ 85724»
Attn: Chief Executive Officer

Any such notice will have been given when personally delivered or, if sent by registered or certified mail or by electronic mail, three days after the same is sent as provided herein.

7. INTEGRATION AND AMENDMENT. This Agreement, including the Manual and any other attachments and documents specifically incorporated herein by reference, contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated into this Agreement, including the Manual and any other attachments and documents specifically incorporated herein by reference. This Agreement may not be modified except by written instrument signed by both parties.
8. WAIVER AND BREACH. No waiver of the enforcement or breach of any portion of this Agreement is a waiver of any other breach or of the enforcement of any other portion of the Agreement. No extension of time for performance is an extension of the time for any other performance.
9. ASSIGNMENT. Resident/Fellow may not assign or subcontract Resident/Fellow's rights or obligations or delegate any duties under this Agreement. Any attempt to do so without the express prior written consent of B—UMG is null and void and gives B—UMG the right to cancel and terminate this Agreement. B—UMG may assign or otherwise transfer its interest under this Agreement to any related entity, including, without limitation, any subsidiary or affiliated organization of B—UMG. Assignment by B—UMG to a related entity does not require the consent of Resident/Fellow.
10. SURVIVAL. Any covenant or provision herein that requires or might require performance after the termination or expiration of this Agreement will survive any termination or expiration of this Agreement.
11. FURTHER ASSURANCES. Both parties will execute and deliver all documents, papers and instruments necessary or convenient to carry out the terms of this Agreement.
12. COUNTERPARTS. This Agreement may be executed in one or more copies or counterparts, each of which when signed is an original, and all of which together constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, individually or by signature of their duly authorized representative, as of the signature dates set forth below, to be effective as of the Effective Date.

B—UMG:

RESIDENT/FELLOW:

BANNER—UNIVERSITY MEDICAL GROUP

By: _____
Scott S. Hofferber
Chief Operating Officer

«Last_Name», «M.D._or_D.O._or_Other»

Date: _____

Date: _____