

GRADUATE MEDICAL EDUCATION RESIDENT/FELLOW EMPLOYMENT AGREEMENT

This Graduate Medical Education 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 <<programstart>> (the "Effective Date"), between Banner—University Medical Group, an Arizona non-profit corporation (“B—UMG”), and <<firstname>> <<lastname>>, <<credentials>>, a physician in training as a resident or fellow (“Resident/Fellow”).

RECITALS:

- A. 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 - <<program>> Graduate Medical Education Program (“GME Program”) sponsored by the University of Arizona College of Medicine - **Tucson Campus** ("UACOM").
- B. 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.
- C. 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 covenants and promises contained herein, the parties hereby agree as follows:

1. Employment. Subject to the terms and conditions set forth in this Agreement, Resident/Fellow hereby accepts employment by B—UMG as a resident or fellow on a full-time basis as part of the GME Program.
2. Financial and Other Arrangements.
 - 2.1 For each period beginning on July 1 and ending on June 30 (an “Academic Year”), Resident/Fellow will be paid an annual salary equal to the amount approved by the Academic Management Council for the program year (“PGY”) level that is applicable to Resident/Fellow during such Academic Year, which approved amounts will be posted at <https://bycell.mobi/wap/index.jsp?name=BUMDHR>, or at such other location as may be identified by B—UMG in writing. 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 additional services within the GME Program and/or for the provision of moonlighting services outside of the GME 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:
 - 3.1.1 Resident/Fellow must meet and fulfill the requirements set out in the Resident/Fellow GME House Staff Manual (the “Manual”), a copy of which has been made available to Resident/Fellow.
 - 3.1.2 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.
 - 3.1.3 Resident/Fellow must satisfactorily complete B—UMG pre-employment drug and substance use screening tests.
 - 3.1.4 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.
 - 3.1.5 Resident/Fellow must be accepted to the GME Program.
 - 3.1.6 Resident/Fellow must satisfactorily meet the qualifications and requirements of the GME Program, 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 as of 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 and authorizes 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 the above qualifications and prerequisites.

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 related to the following:
 - 4.1.1 Terms, conditions, and procedures for evaluation, reappointment, and promotion to a subsequent PGY level;
 - 4.1.2 Policies, standards, and procedures related to due process, grievances, and disciplinary action;
 - 4.1.3 Professional liability insurance coverage provided through B—UMG;
 - 4.1.4 Hospital and health insurance benefits for Resident/Fellow and eligible dependents;
 - 4.1.5 Vacation, parental, caregiver, sick, and other leave benefits;
 - 4.1.6 Other insurance benefits;
 - 4.1.7 The effect of leaves on ability to satisfy requirements for GME Program completion;
 - 4.1.8 Information related to eligibility for specialty board examinations; and
 - 4.1.9 Policies and procedures relating to non-discrimination and anti-harassment.
- 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 standards, requirements, policies and procedures of the GME Program, B—UMG and UACOM, as may be

amended from time to time including, without limitation, policies and procedures regarding duty hours and moonlighting. Resident/Fellow will also comply with the Banner Code of Conduct and with all policies and procedures of Banner Health and of the facility where Resident/Fellow is providing care.

Resident/Fellow will comply with the standards for privacy of individually identifiable health information and the security standards for the protection of electronic protected health information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended, together with its implementing regulations promulgated under HIPAA and the Health Information Technology for Economic and Clinical Health Act by the United States Department of Health and Human Services.

- 4.4 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. Resident/Fellow will also notify the Program Director immediately if Resident/Fellow becomes aware of any legal claim made against Resident/Fellow.
- 4.5 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 and B—UMG’s right of extension as set forth below, the term of this Agreement will commence on the Effective Date and continue until the date of completion of the GME Program by Resident/Fellow (the "Termination Date"). Except as set forth in Section 5.2 below, this Agreement will expire on the Termination Date.
- 5.2 In the event Resident/Fellow enters into an employment agreement with B—UMG or a B—UMG affiliate during the term of this Agreement (the “Subsequent Employment Agreement”), the term of this Agreement will automatically be extended until the earliest of the following dates (the “Extended Termination Date”): (a) the date on which Resident/Fellow commences active employment with B—UMG or the B—UMG affiliate under the terms of the Subsequent Employment Agreement; (b) the date on which the Subsequent Employment Agreement is terminated; or (c) 90 days from the Termination Date. During the period from the Termination Date through the Extended Termination Date (the “Transition Period”), Resident/Fellow will be placed on unpaid administrative leave, during which Resident/Fellow will be able to continue participating in any applicable employee and welfare benefit programs (subject to Resident/Fellow’s

continued payment of any employee portion of benefit costs) but will not be entitled to receive any compensation from B—UMG. In addition, Banner Health’s malpractice insurance will not cover Resident/Fellow for any clinical services provided during the Transition Period.

5.3 Resident/Fellow’s right to perform services under this Agreement may be suspended or may be otherwise restricted as outlined in the Manual. Subject to the disciplinary action and due process provisions of the Manual, this Agreement may be terminated immediately upon the termination of Resident/Fellow’s participation in 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 or the email address Resident/Fellow has on file with the GME Program

To B—UMG: Banner—University Medical Group
1501 N. Campbell Avenue, Room 2445
Tucson, AZ 85719
Attn: Chief Executive Officer

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

7. Integration and Amendment. This Agreement, including the Manual, contains the entire agreement between the parties with respect to the subject matter hereof. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. 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. Upon request, each of the parties will execute and deliver all documents, and do or cause to be done all such acts and things, necessary to effectuate the purpose and intent of this Agreement.
12. Counterparts. This Agreement may be executed in one or more copies or counterparts, each of which when signed will be an original, but all of which together will constitute one instrument. Signatures submitted via telecopy or electronic signature will have the same force and effect as original signatures and, as such, will be valid and binding upon the parties hereto.
13. Governing Law. This Agreement will be governed by the internal substantive law of the State of Arizona, without regard for the conflict of law principles thereof.

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: _____
CEO Name, M.D.
Chief Executive Officer

Resident <<s:sig1 _____>>
<<firstname>> <<lastname>>, <<credentials>>

Date: XX/XX/XX

Date: _____