

RESIDENT EMPLOYMENT AGREEMENT
Dignity Health East Valley

THIS RESIDENT EMPLOYMENT AGREEMENT (“*Agreement*”) is made and entered into by and between the Dignity Health hospital(s) identified in the Key Information Terms below (each, a “*Hospital*”), and the individual identified in the Key Informational Terms below (“*Resident*”). Resident and Hospital (each a “*Party*” and collectively the “*Parties*”) agree as follows:

KEY INFORMATIONAL TERMS

A. Dignity Health Hospital(s).

(“X” Indicates Which Applies)

Dignity Community Care, a Colorado nonprofit corporation dba Chandler Regional Medical Center
1955 West Frye Road, Chandler, Arizona 85224
 (“*CRMC*”)

Dignity Health, a California nonprofit public benefit corporation dba Mercy Gilbert Medical Center
3555 South Val Vista Drive, Gilbert, Arizona 85297
 (“*MGMC*”)

B. Hospital(s) Notice Address(es).

GME Coordinator
c/o Chandler Regional Medical Center
1955 West Frye Road
Chandler, Arizona 85224

Copy to: CommonSpirit Health Legal Team
185 Berry Street, Suite 200
San Francisco, CA 94107

C. Resident’s Information.

Name:

Medical Education Number (if applicable): N/A

State of Licensure: Arizona (the “*State*”)

D. Resident’s Notice Address.

E. Term. This Agreement commences July 1, 2023 (the “*Effective Date*”). This Agreement expires on the last day of the academic calendar year unless otherwise extended by the Program Director consistent with Section 4.2 and/or the Handbook/Policies and Procedures, as defined below (the “*Expiration Date*”).

G. Parts. This Agreement is comprised of the following parts:

- (i) **Part I** Dignity Health Terms and Conditions.
- (ii) **Part II** Resident’s Responsibilities.
- (iii) **Addendum** Additional Terms and Conditions, incorporated herein by this reference.

F. Program Information.

Specialty (“X” Indicates Which Applies):

Internal Medicine @ CRMC

Surgery @ CRMC

Family Medicine @ MGMC

Program Director: (the “*Program Director*”)

PGY:

Accrediting Body: ACGME (the “*Accrediting Body*”)

H. Compensation. \$ _____ per year; provided that Compensation shall be adjusted without amendment to this Agreement as necessary to comply with applicable wage and hour laws and regulations or as otherwise increased by Hospital as part of an annual adjustment of salaries (“*Compensation*”).

IN WITNESS WHEREOF, Hospital and Resident execute this Agreement as of the dates below.

HOSPITAL

RESIDENT

Roger Bies, MD, Chief Medical Officer &
Designated Institutional Official
Date: _____

Printed Name: _____
Date: _____

SAMPLE

RESIDENT EMPLOYMENT AGREEMENT
Dignity Health East Valley

Part I

RESIDENT EMPLOYMENT AGREEMENT
DIGNITY HEALTH TERMS AND CONDITIONS

1. RECITALS

1.1 Hospital is a general acute care hospital that operates a residency training program in affiliation and collaboration with other healthcare facilities and participating organizations (the “*Program*”).

1.2 Resident is a graduate of a school of medicine approved by the Liaison Committee on Medical Education or the American Osteopathic Association, or meets the requirements established for licensure as a physician in the State and has taken such steps as are required to allow his/her participation in the Program, or is a graduate of a medical school outside of the United States and Canada who holds a current valid certificate from the Educational Commission for Foreign Medical Graduates or has a full and unrestricted license to practice medicine in the U.S. licensing jurisdiction; or is a graduate of a medical school outside the United States and Canada who has successfully obtained a Postgraduate Training Authorization Letter from a source acceptable to Hospital.

1.3 Hospital desires to employ Resident as a resident in the Program and Resident desires to accept the residency offered by Hospital and in accordance with this Agreement.

2. APPOINTMENT

2.1 **Appointment.** Resident and Hospital agree that the primary purpose of Resident’s appointment is the completion of a postgraduate medical education program in accordance with the Accrediting Body’s program requirements. Hospital hereby appoints Resident upon the terms and subject to the conditions set forth in this Agreement, and Resident hereby accepts such appointment in Resident’s capacity as a resident enrolled in the Program. This Agreement applies only to the stated term hereof and does not imply any guarantee of Resident’s promotion or appointment to the next year. Subsequent appointments may be entered into only by mutual consent of the Parties upon execution of a new agreement.

3. RESIDENT OBLIGATIONS

3.1 **Pre-Employment Screening and Orientation.** Resident understands and agrees that Resident’s

employment by Hospital is contingent upon successful completion of the Dignity Health criminal background screening and drug screening processes and verification of Resident’s right to work in the United States. Resident is also required to undergo a physical examination to evaluate Resident’s ability to perform the essential duties of a Program Resident with or without reasonable accommodations. Resident further understands and agrees that he/she must successfully complete a mandatory orientation program at Hospital within 30 days of employment.

3.2 **Responsibilities.** Resident shall comply with all provisions of this Agreement and shall satisfy those responsibilities set forth in **Part II** (the “*Resident’s Responsibilities*”).

3.3 **Time Commitment.** Resident shall fulfill the Resident’s Responsibilities during such hours as scheduled by the Hospital and Program Director. Resident shall notify the Program Director if Resident is unable to work the scheduled hours and shall identify a substitute resident physician who is available, subject to Hospital’s approval. Resident acknowledges and understands that the responsibility of Resident for his/her patients is continuous and not necessarily limited to any scheduled hours. Resident shall comply with the requirements for duty hours as set forth in the Handbook/Policies and Procedures, as defined below.

3.4 **Compliance with Laws and Standards.** Resident shall comply with the following, as amended from time to time, to the extent applicable to the Resident’s Responsibilities: (a) Hospital’s Resident Handbook or applicable policies and procedures (the “*Handbook/Policies and Procedures*”); (b) the Ethical and Religious Directives for Catholic Health Services (“*ERDs*”) as adopted by the United States Conference of Catholic Bishops, while on site at a hospital subject to the ERDs; (c) Hospital’s and any CommonSpirit Health’s corporate integrity or compliance program, including related requirements imposed by any government agency; (d) CommonSpirit Health’s Standards of Conduct, as applicable; (e) all applicable federal, state, and local laws, rules and regulations (collectively, “*Laws*”); and (f) the bylaws, rules, regulations, policies, procedures, and protocols of Hospital and its Medical Staff (the “*Hospital Rules*”).

3.5 Notification of Certain Events. Resident shall notify Hospital and/or Program Director in writing as soon as reasonably practicable, but in no event greater than 24 hours, after Resident becomes aware of any of the following: (a) Resident becomes the subject of, or involved in, any investigation, proceeding, or disciplinary action by the Medicare or Medicaid programs or any other federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the “*Federal Health Care Programs*”), any state’s medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff; (b) Resident becomes the subject of any action or proceeding arising out of the provision of professional services either through the Program or otherwise, including, but not limited to, being named in a professional negligence (malpractice) cause of action; (c) an incident that might reasonably give rise to a malpractice claim; or (d) any event that materially interrupts or affects Resident’s ability to participate in the Program.

3.6 Signature Authority. Resident shall not have any authority to enter into any commitment or agreement of any kind on behalf of Hospital or Program.

3.7 Moonlighting. Hospital maintains written policies regarding resident moonlighting activities. Hospital will provide such policies to Resident and Resident agrees to comply with such policies. The professional liability coverage provided by Hospital pursuant to Part I, Section 8 of this Agreement shall not extend to clinical activities that fall outside the scope of the employment through the Program, such as moonlighting, or are performed without attending supervision. In no event shall Resident engage in any professional, employment or other outside remunerative work which interferes with Hospital or Program responsibilities.

4. HOSPITAL AND PROGRAM DIRECTOR OBLIGATIONS

4.1 Hospital Obligations. Hospital agrees to: (a) comply with the applicable institutional requirements established by the Accrediting Body; (b) provide Resident with a copy of the Handbook/Policies and Procedures; and (c) provide Resident with a certificate of completion (the “*Certificate of Completion*”) upon Resident’s successful completion of the Program, as verified by the Program Director.

4.2 Program Director Obligations. Program Director shall: (a) provide Resident with feedback and formal evaluations to address Resident’s academic progress, performance and compliance with Program requirements, including Resident’s timely completion of

medical records; (b) determine whether Resident is required to complete make-up time in order to satisfy certification requirements adopted by the American Board of Medical Specialties and, if such make-up time is required, notify Resident in writing of the additional time required to satisfy certification requirements, which such writing will serve to extend the Expiration Date of this Agreement; (c) provide Resident with information about eligibility for specialty board examination(s); (d) provide Resident with timely notice in the event leave(s) of absence, if taken, will impact Resident’s ability to satisfy program requirements for completion; and (e) monitor Resident’s duty hours and outside (moonlighting) activities to ensure compliance with the Accrediting Body requirements.

5. COMPENSATION AND BENEFITS

5.1 Payment Schedule. Hospital shall pay to Resident the Compensation for all services provided under this Agreement. Compensation shall be payable in 26 equal installments in accordance with Hospital’s payroll policies and procedures, and subject to withholding taxes and other withholdings required by applicable Laws.

5.2 Benefits. Resident shall be entitled to participate in Hospital’s employee benefit plans offered to similarly situated employees, subject to the eligibility and other terms and conditions of such plans, as such plans may be modified and amended from time to time. Nothing contained in this Agreement shall be construed to obligate Hospital to institute or to continue any such employee benefit plan now maintained by Hospital. Resident and Resident’s eligible dependents shall be eligible for health insurance benefits and Resident shall be eligible for disability insurance, vacation and leave(s) of absence (including medical, parental, and caregiver leave(s) pursuant to applicable Laws), all in accordance with Handbook/Policies and Procedures.

5.3 No Additional Compensation. The Compensation paid by Hospital to Resident shall constitute Resident’s exclusive source of compensation under this Agreement. Resident shall not bill or charge any fee of any type against any patient or any other person or entity for services performed by Resident hereunder. Resident acknowledges that Resident (a) is exempt under State law from receiving any overtime payments; and (b) is not entitled to the receipt of any additional compensation or benefits for services provided under this Agreement.

5.4 Reasonable Expenses; Program Attendance. Hospital shall reimburse Resident or pay for permissible reasonable and necessary business expenses incurred by Resident in the course and scope of Resident’s

employment by Hospital, in accordance with the requirements set forth in the Handbook/Policies and Procedures and subject to the approval of the Program Director.

6. NON-DISCIPLINARY AND DISCIPLINARY ACTIONS, NONRENEWAL AND TERMINATION

6.1 Non-Disciplinary and Disciplinary Actions.

Any and all non-disciplinary and disciplinary actions regarding Resident, including, but not limited to, counseling, academic review and suspension, shall be consistent with the Handbook/Policies and Procedures and Hospital Rules, provided, however, that Resident shall, in no event, be entitled to the hearing and appellate procedures specified in the Medical Staff Bylaws.

6.2 Nonrenewal by Hospital. Resident's appointment to a subsequent postgraduate training year shall be by recommendation of the Program Director and contingent upon Resident's successful completion of the current postgraduate year of education. Reappointment is expressly contingent upon several factors, including, but not limited to, the following: (a) satisfactory completion of all training components; (b) availability of a position; (c) satisfactory performance evaluation(s); (d) full compliance with the terms of this Agreement; (e) continuation of Program's accreditation approval by the Accrediting Body; and (f) Hospital's continued sponsorship of the Program. In the event that Hospital does not enter into a new agreement with Resident for a subsequent appointment, Hospital shall make reasonable efforts to give Resident four months' written notice of its intent to not appoint Resident to the next postgraduate level.

6.3 Termination by Hospital. Upon the occurrence of any one or more of the following events, Hospital may terminate this Agreement by giving written notice of termination to Resident, which termination shall be effective as of the date set forth in Hospital's written notice of termination to Resident, or, if no date is set forth in the notice, the date the notice is delivered to Resident: (a) Resident fails to timely obtain or maintain an unrestricted license to practice medicine in the State free of any accusation, probation, or other disciplinary action; (b) Resident's performance of his/her obligations pursuant to this Agreement, in Hospital's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of Hospital; (c) Resident is charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the Resident's Responsibilities, the provision of professional services or the practice of

medicine; (d) Resident is absent from the Program for any reason for more than 30 days during the course of an academic year, unless otherwise required by law.

6.4 Review Process. If any corrective action, nonrenewal or other termination of Resident is taken by Hospital, Resident's sole and exclusive right to challenge the action shall be by filing a written grievance with the Program Director. The Program Director shall respond to that grievance in accordance with the Handbook/Policies and Procedures. Resident shall not be entitled to any appeal rights or any other rights set forth in the Medical Staff Bylaws. For complaints not related to termination from the Program, Resident's sole remedy shall be to submit a written complaint in accordance with Program policy and procedure as set forth in the Handbook/Policies and Procedures.

6.5 Termination Upon Breach. Each Party may terminate this Agreement upon any breach by the other Party if such breach is not cured to the satisfaction of the non-breaching Party within 10 days after written notice of such breach is given by the non-breaching Party.

6.6 Effect of Termination or Expiration. Upon termination or expiration of this Agreement: (a) all rights and obligations under this Agreement shall cease except those rights and obligations that have accrued and remain unsatisfied prior to, or which expressly survive, termination or expiration of this Agreement; and (b) Resident shall immediately vacate the Hospital premises, removing any and all of Resident's personal property and shall return to Hospital all of Hospital's property, including Hospital's equipment, supplies, and patient records, that is in Resident's possession or under Resident's control. Expiration or termination of this Agreement shall not give rise to any "fair hearing" or other similar rights or procedures under the bylaws, rules, regulations, policies, procedures, and protocols of the Medical Staff ("*Medical Staff Bylaws*").

6.7 Closures or Reductions in Program Size. Hospital maintains written policies addressing potential reduction in Program size or Program closure as required by the Accrediting Body.

7. PROTECTED INFORMATION

7.1 HIPAA. Resident shall comply with Hospital Rules related to the Health Insurance Portability and Accountability Act of 1996 and all rules and regulations promulgated thereunder (collectively, "*HIPAA*"), and all other laws applicable to privacy of patient information. While providing services under this Agreement, Resident shall be considered a "work force member," as defined under HIPAA. The Parties acknowledge that Resident is a member of Hospital's Organized Health

Care Arrangement (“*OHCA*”), as such term is defined under HIPAA, and Resident shall comply with OHCA-related Hospital Rules, including notice of privacy practices.

7.2 Confidential Information. Resident shall not use or disclose any Confidential Information (as defined below) for any purpose not expressly permitted by, or required for the performance of this Agreement without the prior written consent of Hospital. Resident shall protect Confidential Information from unauthorized use, access, or disclosure with no less than reasonable care. “*Confidential Information*” means the information contained within this Agreement and all confidential, proprietary, or non-public information, records, and proceedings: (a) related to the performance of this Agreement, or (b) belonging or pertaining to the Hospital, Hospital’s Affiliates, Hospital’s Medical Staff and peer review bodies, or any third party that may be in Hospital’s possession. Notwithstanding anything in this Section 7.2 to the contrary, Resident shall be permitted to discuss the terms and conditions of his/her employment or other rights consistent with Section 7 of the National Labor Relations Act.

7.3 Works for Hire. Any inventions, innovations or other intellectual property developed in whole or in part by Resident within the course and scope of Resident’s Responsibilities or otherwise through the use of Hospital or Program resources during the term hereof, and all rights and interests therein, shall be “works for hire” and the sole property of Hospital. Physician agrees to execute any instruments requested by Hospital during or after completion of the services hereunder to effect transfer to Hospital of any rights Resident may retain in such works for hire.

8. INSURANCE

8.1 Hospital shall maintain throughout the term of this Agreement professional liability coverage for the negligent acts or omissions of Resident in the performance of professional services provided by Resident within the course and scope of Resident’s Responsibilities under this Agreement with minimum coverage limits of no less than \$1,000,000 per claim and \$3,000,000 annual aggregate (the “*Program Insurance*”). The Program Insurance shall also include legal defense and protection against awards from claims arising from Resident’s employment which are reported or filed during Resident’s employment or after completion of Resident’s employment if the alleged actions or omissions of the Resident arose during Resident’s employment. Hospital may provide such Program Insurance through a self-insurance trust established by Dignity Health and/or Dignity

Community Care, as applicable, or any of its affiliates. The Program Insurance shall not cover allegations of negligent acts or omissions by Resident with respect to any activity that is not within the course and scope of Resident’s Responsibilities. Hospital shall also maintain such other insurance deemed reasonable and necessary by Hospital, including general liability insurance and workers compensation insurance.

8.2 Notwithstanding Hospital’s obligation to maintain professional liability insurance coverage or comparable programs of self-insurance for Resident under Section 8.1 above, Resident shall indemnify and hold harmless Hospital and Program for, from, and against any and all claims, liabilities, losses, damages, penalties, and costs, including reasonable attorneys’ fees and costs, incurred by Hospital and/or Program and arising out of or resulting from Resident’s: (i) engagement in acts that are outside the scope of Resident’s Responsibilities, including, without limitation, Resident’s provision of professional medical services to patients outside the Program; (ii) breach of this Agreement; and (iii) violation of any Laws or Hospital Rules.

9. MISCELLANEOUS PROVISIONS

9.1 Affiliate. “*Affiliate*” shall mean any entity that, directly or indirectly, controls, is controlled by, or is under common control with Hospital.

9.2 Assignment. Resident may not assign his/her rights or obligations under this Agreement.

9.3 Counterparts, Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures submitted via facsimile or electronic means (including by means of scanned portable document format (PDF)) or, as permitted in accordance with the Parties’ policies and procedures, by an electronic signature method shall be deemed original signatures of the Parties and shall be valid and binding upon the Parties. Amendments to this Agreement may be similarly executed pursuant to this Section.

9.4 Entire Agreement, Amendment. Entire Agreement, Amendment. This Agreement contains the entire understanding and agreement of the Parties regarding its subject matter hereof, and supersedes any prior oral or written agreements and all other communications, representations, or discussions between the Parties relating to such subject matter. Except for the extension of term to allow Resident to satisfy certification requirements as set forth in Section 4.2 or as otherwise expressly set forth herein, this Agreement may

not be modified or amended except by mutual written agreement signed by the Parties.

9.5 Governing Law. This Agreement shall be interpreted and enforced in accordance with the internal laws, and not the law of conflicts, of the state in which Hospital is located.

9.6 Master List. This Agreement, will be included on the master list of provider contracts maintained by or on behalf of Hospital...This Agreement, together with any other contracts between Hospital and Resident, will be included on the master list of physician contracts maintained by Dignity Health.

9.7 No Conflicting Obligations. Resident represents and warrants that Resident is not a party to any arrangement that may materially interfere with Resident's obligations under this Agreement and Resident shall immediately notify Hospital if Resident she becomes involved in any such arrangement. Resident shall not provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim where Hospital or any Affiliate is named, or expected to be named, as a defendant, unless Resident served as a treating physician.

9.8 Non-Discrimination. The Parties shall comply with all applicable Laws and orders regarding discrimination, as amended from time to time, including Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the 1964 Civil Rights Act. No Party Resident nor Hospital shall differentiate or discriminate in the performance of this Agreement provision of services on any basis prohibited by Laws or Hospital Rules.

9.9 Notices. Notices. All notices under this Agreement shall be given in writing and shall be delivered to the Party to whom notice is to be given either by: (a) personal delivery, in which case such notice shall be deemed given on the date of delivery; (b) next business day courier service (e.g., FedEx, UPS, or similar service), in which case such notice shall be deemed given on the business day following the date of deposit with the

courier service; or (c) U.S. mail, first class, postage prepaid, registered or certified, return receipt requested, in which case such notice shall be deemed given on the third business day following the date of deposit with the United States Postal Service. Notice shall be delivered or sent to the Party's address as indicated in the Key Informational Terms or any such other address provided by a Party, from time to time.

9.10 Referrals. Nothing in this Agreement or in any other written or oral agreement between Hospital and Resident contemplates or requires the admission or referral of any patients or business to Hospital or any affiliate of Hospital. Resident shall not refer any Hospital patient to any provider of healthcare services that Resident knows or should know is excluded or suspended from participation in any Federal Healthcare Program.

9.11 Survival. The confidentiality, Medicare records, HIPAA, effect of termination, insurance provisions survive the expiration or termination of this Agreement, as well as any other provisions that by their nature are intended to survive the expiration or termination of this Agreement.

9.12 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of such provision or any other provision. Any waiver granted by a Party must be in writing and shall apply solely to the specific instance expressly stated.

10. DIVISION SPECIFIC REQUIREMENTS

10.1 Dignity Community Care Statement of Common Values. When on site at a Dignity Community Care facility, Physician shall comply with the Statement of Common Values ("**SOCV**"), as adopted by Dignity Community Care, as amended from time to time, to the extent applicable to the provision of Services under this Agreement.

RESIDENT EMPLOYMENT AGREEMENT
Dignity Health East Valley

Part II

RESIDENT EMPLOYMENT AGREEMENT
RESIDENT'S RESPONSIBILITIES

With respect to the Program, Resident shall:

1. Faithfully and satisfactorily perform all duties assigned to Resident under the direction of Program Director consistent with the duties and responsibilities as set forth in the Handbook/Policies and Procedures, including, but not limited to:
 - a. Participation in safe, effective and compassionate patient care under supervision commensurate with Resident's level of advancement and responsibility;
 - b. Participation in the educational activities of Program and, as required, responsibility for teaching residents and students;
 - c. Participation in Hospital programs and activities involving the Medical Staff;
 - d. Participation in Hospital committees, especially those that related to patient care review activities;
 - e. Participation in daily and weekly rounds, didactic lectures and seminars as deemed appropriate by Program Director;
 - f. Participation in all aspects of medical and surgical care for patients as deemed appropriate by Program Director;
 - g. As requested, participation in retrospective and/or prospective clinical investigative work, as well as basic research projects, as deemed appropriate by Program Director; and
 - h. Rotation through related disciplines as deemed appropriate by Program Director.
2. Complete all medical records in accordance with Medical Staff and Hospital policies.
3. Develop a personal program of self-study and professional growth under the guidance of Program Director.
4. Comply with the faculty and Program evaluation processes.
5. Develop an understanding of ethical, socioeconomic, communication and medical/legal issues that affect the provision of cost-effective patient care and medical practice.
6. Notify Program Director and/or teaching faculty immediately if Resident is unable to fulfill assigned duties for any reason, including fatigue, stress or impairment to health.
7. Fulfill applicable Program responsibilities, including compliance with all Accrediting Body and program-specific duty hour limitations, on-call responsibilities and the reporting supervision chain-of-command, as assigned by Program Director and outlined in the Handbook/Policies and Procedures.
8. Cooperate with and assist members of the Medical Staff in appropriate clinical research projects and the preparation and presentation of clinical reports.