

RESIDENT EMPLOYMENT AGREEMENT

THIS RESIDENT EMPLOYMENT AGREEMENT (“*Agreement*”) is made and entered into by and between the Dignity Health and/or Dignity Community Care hospital(s) identified in the Key Informational 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/Dignity Community Care Hospital(s).

Dignity Community Care, a Colorado nonprofit corporation, doing business as: Methodist Hospital of Sacramento

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

7500 Hospital Drive
Sacramento, CA 95823

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: (the “*State*”)

D. Resident’s Notice Address.

E. Term. This Agreement commences on _____ (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*”).

F. Program Information.

Specialty: Family Medicine

Program Director: Ronald Chambers, Jr., MD (the “*Program Director*”)

PGY: 1

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

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

(i) **Part I** Dignity Health/Dignity Community Care Terms and Conditions.

(ii) **Part II** Resident’s Responsibilities.

(iii) **Addendum** Additional Terms and Conditions, incorporated herein by this reference.

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 (“*Compensation*”).

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

HOSPITAL

----- SAMPLE ONLY -----

Date: _____

RESIDENT

----- SAMPLE ONLY -----

Date: _____

Part I
RESIDENT EMPLOYMENT AGREEMENT
DIGNITY HEALTH/DIGNITY COMMUNITY CARE 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 the Medical Board of California.

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 and/or Dignity Community Care, as applicable, 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 Statement of Common Values, as adopted by Dignity Community Care, while on site at a Dignity Community Care Hospital, and the Ethical and Religious Directives for Catholic Health Services, as adopted by the United States Conference of Catholic Bishops, while on site at a Dignity Health Hospital; (c) Hospital’s corporate integrity program and any Dignity Health and/or Dignity Community Care Corporate Integrity Agreement(s), as applicable; (d) Dignity Health’s and/or Dignity Community Care’s Standards of Conduct, as applicable; (e) all applicable federal, state, and local laws and regulations (collectively, “**Laws**”); and (f) the bylaws, rules, regulations, policies, procedures, and protocols of the Medical Staff (“**Medical Staff Rules**”) and Hospital (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; and (c) 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.

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 pay for, or reimburse Resident 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, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued and remain unsatisfied prior to the date of termination or expiration, and those rights and obligations that expressly survive termination or expiration of this Agreement. Upon any termination or expiration of this Agreement, 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. The following Sections of this Part I shall survive expiration or termination of the Agreement: 7.2 (Confidential Information), 8 (Insurance), and 9.7 (Notices). Expiration or termination of this Agreement shall not give rise to any "fair hearing" or other similar rights or procedures under the 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. If requested by Hospital during the term of this Agreement, Resident shall participate in an Organized Health Care Arrangement ("**OHCA**"), as such term is defined under HIPAA, and comply with OHCA-related policies, procedures and 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 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 any proprietary or confidential information of Hospital or any Hospital affiliate, and any information, records, and proceedings of Hospital and/or Medical Staff committees and peer review bodies. Confidential Information also includes proprietary or confidential information of 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**”). 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 Assignment. Resident may not assign his/her rights or obligations under this Agreement.

9.2 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. When signed in pen ink, this Agreement may be delivered by facsimile or by scanned email attachment, and said copies shall be treated as original. Amendments to this Agreement shall be similarly executed by the Parties.

9.3 Entire Agreement, Amendment. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, or discussions between the Parties with respect to such subject matter. Except for the extension of term to allow Resident to satisfy certification requirements as set forth in Section 4.2, this Agreement may be amended only by mutual agreement set forth in writing, signed and dated by the Parties.

9.4 Master List. 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 and/or Dignity Community Care, as applicable.

9.5 No Conflicting Obligations. Resident represents and warrants that he/she 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 he/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 an affiliate of Hospital is named, or expected to be named, as a defendant, unless Resident served as a treating physician.

9.6 Non-Discrimination. Resident and Hospital shall be in full compliance with Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the 1964 Civil Rights Act, and regulations issued pursuant thereto. Neither Resident nor Hospital shall differentiate or

discriminate in the provision of services on any basis prohibited by Law or Hospital Rules.

9.7 Notices. Notices under this Agreement shall be given in writing and delivered by either: (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 day following the date of deposit with the United States Postal Service. Notices shall be delivered to the notice addresses set forth in the Key Information Terms above.

9.8 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.

9.9 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.

9.10 Title 22 Compliance. For Hospitals located in California only: Without limiting the obligations of Resident, Hospital shall retain administrative responsibility for operation of the Department/Program, as required by Title 22, California Code of Regulations, Section 70713.

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.

**RESIDENT EMPLOYMENT AGREEMENT
ADDENDUM**

The Parties hereby incorporate the following provisions into the Agreement. In the event of a conflict between any provision of the Agreement and this Addendum, this Addendum shall control.

- A-1 Expenses set forth in Section 5.4 of Part I include without limitation payment for scrubs, books and certain diagnostic medical devices to assist with the Resident's clinical practice.

SAMPLE