

**GRADUATE MEDICAL EDUCATION
RESIDENT EMPLOYMENT AGREEMENT**

THIS RESIDENT **PGY-**____ EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of the signature dates set forth below, to be effective as of the **1st** day of **July, 2009** (the "Effective Date"), between BANNER HEALTH, an Arizona nonprofit corporation ("Banner"), d/b/a Banner Good Samaritan Medical Center ("Hospital"), and _____, **MD** a registered resident physician in the state of Arizona, House Officer("House Officer").

AGREEMENT:

1. **Program.** The parties desire to enter into an agreement whereby Banner shall employ House Officer as a **PGY-**____ on a full-time basis and provide an educational experience in the _____ **Program** (the "Program") which meets the standards of the Essentials of Approved Residencies of the Accreditation Council for Graduate Medical Education.

The Program is conducted in accordance with the Banner Department of Medical Education Housestaff Manual then in effect at Banner (the "Housestaff Manual") which Program Guidelines are hereby incorporated herein by this reference and a copy of which is available from Banner upon request or from the Banner website located at www.bannerhealth.com.

2. **Employment.** Banner hereby employs House Officer on a full time basis and agrees to provide House Officer with an educational experience in the Program which meets the standards of the Essentials of Approved Residencies of the Accreditation Council for Graduate Medical Education ("ACGME") (the "Medical Education Services"). House Officer agrees to the requirements to the ACGME criteria (as more fully set forth in the House Officer Criteria attached hereto as Exhibit "A" and incorporated herein by this reference) and the Housestaff Manual. House Officer recognizes that House Officer is being provided with an educational experience by Banner and that this is not intended to, and shall not violate any physician-patient privilege specified by statute or any comparable common law privilege.

3. **Responsibilities of House Officer.**

- 3.1 **Time and Attention.** During the term of this Agreement, House Officer agrees to devote the time necessary to satisfactorily fulfill the educational requirements and perform the required services, duties and responsibilities of the Program. Determinations with respect to the adequacy of House Officer coverage during House Officer's absences shall be made by Banner in conformity with ACGME criteria. Periods of scheduled absence are contingent on adequate coverage of patient care needs at Banner.
- 3.2 **Reporting and Evaluation.** All evaluations of House Officer shall be conducted in accordance with the Housestaff Manual.
- 3.3 **Compliance with Laws, Rules, Regulations, Standards and Policies.** House Officer shall comply with all laws, rules, regulations and standards applicable to the Medical Education Services as set forth in the Housestaff Manual
- 3.4 **Constant Quality Improvement.** House Officer and Banner hereby agree to cooperate to improve the quality of care rendered to individuals at the Hospital as required by the Housestaff Manual and Banner's program of constant quality improvement.
- 3.5 **Notice of Acts and Omissions.** House Officer shall immediately notify Banner of any act or omission by House Officer, alleged or actual, that could reasonably be foreseen as resulting in claims of legal liability, whether justified or unjustified. House Officer also shall promptly notify Banner of any disciplinary proceedings that may be filed involving House Officer and of any malpractice actions filed against House Officer, regardless of whether they are related to services provided at the Hospital.

4. **Conditions of Agreement.**

House Officer shall at all times comply with the Housestaff Manual program guidelines regulatory and licensing regulations requirements of facilities participating in the educational programs and the policies and procedures of Banner. House Officer agrees to allow Banner to release the House Officer's Social Security Number and other pertinent information to facilities integrated with House Officer's training. In the event House Officer fails to meet any of the foregoing conditions, in whole or in part, at any time, Banner through its Department of Medical Education may take such actions as are deemed reasonable and appropriate by Banner (which may include termination of this Agreement or imposing requirements that House Officer take such remedial steps as deemed necessary by Banner).

5. **Financial Arrangements.**

5.1 **Compensation.** For the term of this Agreement, House Officer shall receive a base salary of _____ (\$ _____) annually. All compensation shall be payable in equal bi-weekly payments and shall be subject to deductions for federal and state income withholdings, and any other deductions as may be required by law or authorized in writing by House Officer. In addition, the maximum amount of compensation that House Officer may receive in accordance with this Agreement is _____ (\$ _____) per year.

5.2 **Benefits.** House Officer also shall be eligible to participate in the insurance and flexible benefits plans that are described in the Housestaff Manual or offered to other House Officers Banner.

5.2.1 Hospital shall provide House Officer with meals in accordance with the Housestaff Manual.

5.2.2 Upon satisfactory completion of the program contemplated by this Agreement, Hospital shall assist House Officer in securing a position in another approved program to complete House Officer's training, should Program's ability to participate in ACGME approved training program be limited or terminated.

5.3 **Certification of Program Completion.** Banner shall provide House Officer with a certificate of completion upon satisfactory completion of the Program, as more fully specified in the Housestaff Manual.

6. **Term and Termination.**

6.1 **Term.** Subject to either party's right of termination, as set forth below, this Agreement shall commence on the Effective Date and continuing until **30th day of June, 2010** or at the end of the shift on **(1st) anniversary of the Effective Date.** On termination by agreement of the parties or expiration House Officer shall meet the House Staff Manual guidelines for termination.

6.2 **Termination for Cause.** Immediately upon the occurrence of any of the events specified in the Housestaff Manual, Banner may suspend House Officer's right to perform services contemplated by this Agreement and, subject to exhaustion of Procedures for Disciplinary Action as set forth in the Housestaff Manual (if applicable), Banner may immediately terminate this Agreement upon the occurrence of any of the events specified in the Housestaff Manual.

7. **Nature of Agreement.** It is expressly acknowledged by the parties hereto that House Officer shall be an employee of Banner during the term of this Agreement and shall be governed by the rights and responsibilities contained in the Banner Housestaff Manual, as may be in effect from time to time..

8. **Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall 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 each party at the addresses that follow the party's signature or to such other addresses as the parties may

hereinafter designate in writing. Any such notice shall be deemed to have been given when personally delivered or, if sent by registered or certified mail, three (3) days after the same is sent as provided herein.

9. **Integration and Amendment.** This Agreement, including any 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 any attachments and documents specifically incorporated herein by reference. This Agreement may not be modified except by written instrument signed by both parties.

10. **Waiver and Breach.** No waiver of the enforcement or breach of any portion of this Agreement shall be deemed a waiver of any other breach or of the enforcement of any other agreement. No extension of time for performance will be an extension of the time for any other performance.

11. **Assignment.** House Officer shall not have the right or power to assign or subcontract its rights or obligations under this Agreement. Any attempt to do so without the express prior written consent of Banner shall be null and void and shall give Banner the right to cancel and terminate this Agreement. Banner shall have the right to assign or otherwise transfer its interest under this Agreement to any "related entity."

12. **Survival.** Any covenant or provision herein that requires or might require performance after the termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement.

13. **Further Assurances.** Both parties shall execute and deliver all documents, papers and instruments necessary or convenient to carry out the terms of this Agreement.

14. **Counterparts.** This Agreement may be executed in one or more copies or counterparts, each of which when signed shall be an original, but all of which together shall 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.

BANNER:
BANNER HEALTH, an Arizona nonprofit corporation
d/b/a Banner Good Samaritan Medical Center

HOUSE OFFICER:

_____, MD

By: _____

Name: Susan A. Edwards

1441 North 12th Street
Phoenix, Arizona 85006

Social Security Number

Date: _____

Date: _____

CEO's Initial

EXHIBIT "A"

HOUSE OFFICER CRITERIA

House Officer agrees to:

1. To satisfactorily fulfill the educational requirements and perform the required services, duties and responsibilities of the Program during the entire period of this contract, and to conform to all applicable policies, procedures, rules, and regulations of the Hospital as described in the Housestaff Manual (including the Housestaff Manual), as well as other applicable policies of the Hospital, and to consider infractions thereof justification for disciplinary action, as provided in the Housestaff Manual currently in force.
2. To conform to the duties, responsibilities, policies, and procedures of any institution through which the House Officer rotates as part of the Program.
3. To accept the compensation, experience and instruction contemplated by this Agreement as sole and complete satisfaction for services rendered by the House Officer.
4. Not to engage in any medical employment ("moonlighting") outside the Hospital unless explicitly approved in writing by the Director of the Program and the Chief Academic Officer of the Hospital.
5. That this contract shall be invalid if the credentials of the House Officer are not deemed valid and sufficient by the Board of Medical Examiners of the State of Arizona and is subject to termination or other limitations as specified in the Housestaff Manual.
6. That advancement to next PGY level shall depend on successful completion of the PGY level requirements.
7. The House Officer acknowledges receipt of the Housestaff Manual for the academic year under contract and Banner's Code of Conduct and agrees to comply therewith.

