

**GRADUATE MEDICAL EDUCATION
RESIDENT EMPLOYMENT AGREEMENT**

THIS RESIDENT 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**», **2013** (the "Effective Date"), between BANNER HEALTH, an Arizona nonprofit corporation ("Banner"), d/b/a Banner Good Samaritan Medical Center ("Hospital"), and «**First_Name**» «**Last_Name**», «**MD_or_DO**» a registered resident physician in the state of Arizona ("House Officer").

AGREEMENT:

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

The Program is conducted in accordance with the Banner Department of Medical Education Housestaff Manual (the "Housestaff Manual") as currently in effect and as incorporated herein by this reference. Copies are available from Banner upon request and can be found on the Banner website (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 (the "Medical Education Services") that meets the Standards of the ACGME. House Officer agrees to comply with the requirements of the Housestaff Manual and the requirements of the House Officer Criteria attached hereto as Exhibit "A" and incorporated herein by this reference. House Officer recognizes that participation in the educational experience provided by Banner requires that House Officer maintains patient privacy and complies with physician-patient privilege as required by statute and recognized at common law.

3. **Responsibilities of House Officer.**

3.1 Time and Attention. During the term of this Agreement, House Officer will devote the time necessary to satisfactorily fulfill the educational requirements and perform the required services, duties, and responsibilities of the Program. Banner will make determinations in conformity with ACGME criteria regarding the adequacy of House Officer coverage during House Officer's absences. Scheduling of absences is contingent upon adequate coverage of patient care needs at Banner.

3.2 Reporting and Evaluation. All evaluations of House Officer will 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 Quality Management. House Officer and Banner shall cooperate in managing the quality of care rendered to patients at the Hospital as required by the Housestaff Manual and Banner's program of quality management.

3.5 Notice of Acts and Omissions. House Officer shall notify Banner immediately of any alleged or actual act or omission by House Officer that reasonably could be foreseen to result in a claim of legal liability, whether or not justified. House Officer also shall notify Banner

promptly of any disciplinary proceedings involving House Officer and any malpractice actions in which the House Officer is named as a party, 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, the program guidelines, regulatory and licensing regulations, the requirements of facilities participating in the Program, and the policies and procedures of Banner. House Officer shall allow Banner to release the House Officer's Social Security Number and other pertinent information to facilities that provide training sites integrated as part of House Officer's Program. In the event that House Officer fails at any time to meet any of the foregoing conditions in whole or in part, Banner through its Department of Medical Education may take such actions as are reasonable and appropriate in Banner's judgment (which may include termination of this Agreement or the imposition of a requirement that House Officer take such remedial steps as Banner may direct).

5. **Financial Arrangements.**

5.1 Compensation. For the term of this Agreement, House Officer will receive a base salary of «**Salary_spelled_out**» Dollars (\$«**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 House Officer. The maximum amount of compensation House Officer may receive in accordance with this Agreement is «**Salary_spelled_out**» Dollars (\$«**Salary**») per year.

5.2 Benefits. House Officer is eligible to participate in the insurance and flexible benefits plans described in the Housestaff Manual or offered to other House Officers by Banner.

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

5.2.2 Upon satisfactory completion of the Program, or in the event that approval of the Program by the ACGME is limited or terminated, Hospital will assist House Officer in securing a position in another approved program to complete House Officer's training.

5.3 Certification of Program Completion. Banner will 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 will commence on the Effective Date and continue until the later of the «**End_Day**» day of «**End_Month**», 2014 or the end of the shift on first anniversary of the Effective Date. On termination by agreement of the parties or upon expiration, House Officer shall meet the House Staff Manual guidelines for termination.

6.2 Termination for Cause. Banner may suspend immediately 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 that House Officer is an employee of Banner during the term of this Agreement and that House Officer's employment is 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 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 each party at the addresses that follow the party's signature, or to such other addresses as the parties may hereafter designate in writing. Any such notice will 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 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.

11. **Assignment.** House Officer may not assign or subcontract House Officer's rights or obligations under this Agreement. Any attempt to do so without the express prior written consent of Banner is be null and void and gives Banner the right to cancel and terminate this Agreement. Banner may assign or otherwise transfer its interest under this Agreement to any related entity, including without limitation any subsidiary or affiliated organization of Banner. Assignment by Banner to a related entity does not require the consent of House Officer.

12. **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.

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 is an original, and all of which together constitute one instrument.

[Signatures on the following page.]

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

By: _____

Kathy Bollinger

«MD_or_DO»

President, Arizona West Region
1441 North 12th Street
Phoenix, Arizona 85006

HOUSE OFFICER:

By: _____

«First_Name»

«Last_Name»,

«SSN»

Social Security Number

Date: _____

Date: _____

Steve Narang, MD, MHCM
Chief Executive Officer

Date: _____

Alan I. Leibowitz, MD, Chief Academic Officer

Date: _____

EXHIBIT "A"

HOUSE OFFICER CRITERIA

House Officer agrees:

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; to conform to all applicable policies, procedures, rules, and regulations of the Hospital as described in the Housestaff Manual and other applicable policies of the Hospital; and to consent to disciplinary action as provided in the Housestaff Manual for any infractions thereof.
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, complete, and satisfactory consideration for all 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 is void and of no effect if the credentials of the House Officer are deemed invalid or insufficient by the Board of Medical Examiners of the State of Arizona.
6. That advancement to next PGY level depends upon successful completion of the PGY level requirements.

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.