

## **Graduate Medical Education Agreement**

This Graduate Medical Education Agreement (“**Agreement**”) shall be effective as of the later of \_\_\_\_\_ or the date signed by the parties (“**Effective Date**”) by \_\_\_\_\_ (“**Hospital**”) and <First Name> <Last Name> (“**Trainee**”), sets forth the terms and conditions of Trainee’s appointment at Hospital.

### **R E C I T A L S**

WHEREAS, Hospital is the Sponsoring Institution for certain graduate medical education programs for Trainees and fellows (“**Graduate Medical Education Programs**”) in the State of <State> (“**State**”);

WHEREAS, Hospital employs physicians in training who are appointed to the Sponsoring Institution’s Graduate Medical Education Programs;

WHEREAS, Hospital will employ Trainee during the term of the Appointment to Sponsoring Institution’s Graduate Medical Education Program in <Program> (“**Fellowship Program**” or “**Program**”).

NOW THEREFORE, in exchange for valuable consideration, the receipt and sufficiency of which is acknowledged, Hospital and Trainee agree as follows:

1. **APPOINTMENT.** Trainee accepts an appointment at the \_\_\_\_\_ level of training in Sponsoring Institution’s Fellowship Program.

2. **TRAINEE RESPONSIBILITIES AND DUTIES.**

a. Trainee will fulfill the educational requirements of the Fellowship Program and the obligations to provide appropriate patient care as assigned by the Program Director under the direct supervision of the faculty of the clinical service to which they may be assigned from time to time. Trainee will maintain proper professional conduct and appearance and demonstrate courtesy and respect to patients, their families and all persons employed by or associated with any training site for the Fellowship Program, including Hospital. Trainee will not engage in disruptive behavior which could negatively impact administrative processes related to and clinical performance of the Program. Trainee will comply with Hospital’s mandatory influenza policy.

b. Hospital has entered into contracts to provide health care services to beneficiaries of certain managed care plans and may enter into additional managed care contracts in the future (each a “**Managed Care arrangement**”). Trainee will comply with the terms of all Managed Care arrangements in which Hospital participates to the extent the terms do not conflict with the standards of the Accreditation Council on Graduate Medical Education.

c. Trainee will be under the academic supervision of the Program Director and/or Faculty and academic, administrative, and professional supervision of the Designated Institutional Official (DIO).

d. Trainee will not engage in any other professional medical employment, business, or practice (“**Moonlighting**”) without first obtaining written approval from the Program Director and DIO and in accordance with the Institutional Graduate Medical Education (GME) policies and/or relevant Fellowship training manual. Moonlighting cannot conflict in any way with the Trainee’s responsibilities and educational training program at Hospital. Moonlighting will be counted in the daily and total Fellowship work hours. The policies and procedures regarding Fellowship work hours and Moonlighting are in the Fellowship training manual.

e. Trainee will abide by the rules, regulations and policies of Hospital, the Fellowship Program, and Hospital’s Medical Staff and Fellowship standards of the Accreditation Council of Graduate Medical Education (ACGME), and its pertinent colleges and will conduct themselves in a professional manner. Such policies and any associated bylaws, rules and regulations are subject to adoption, modification, or withdrawal at any time in the sole discretion of the adopting body. Trainee will keep themselves apprised of the contents thereof at all times during the course of this Agreement.

f. Trainee will abide by the requirements of the ACGME.

g. Trainee must meet Fellowship Program expectations in each of the following areas: medical knowledge; patient care; interpersonal and communication skills; professionalism; practice-based learning and improvement; system-based practice; and any other area designated by the Program Director and DIO.

h. As delegated by faculty physicians, Trainee will examine, diagnose, and treat patients at Hospital and all other designated training sites associated with the Fellowship Program.

i. Trainee will confer with attending physicians regarding care of patients and medical work performed and work at their direction in examining and treating patients, in a manner in accordance with accepted standards of Fellowship training.

j. Trainee will confer with other Trainees and nursing personnel regarding patient care.

k. Using all computerized provider order entry requirements, Trainee will complete and maintain all requisite medical records of all patients assigned to their care. Trainee will complete medical records timely according to the bylaws, rules and regulations, and policies and procedures of Hospital’s Medical Staff.

l. Trainee may be required to appear in legal proceedings on behalf of Hospital where the need for the appearance arises out of the Trainee’s work under this Agreement. If Trainee is served with a summons to appear in court resulting from their work in the Fellowship Program, the summons should be immediately forwarded to Hospital and the Fellowship Program Director.

m. Trainee will attend all education conferences required by the DIO, Program Director, or the faculty of the clinical service to which Trainee is assigned, unless Trainee is engaged in the emergency care of patients or specifically directed to perform other responsibilities by the DIO or Program Director. Trainee will participate as directed by the DIO or Program Director in related medical education programs provided through Hospital's affiliation with universities or other educational facilities.

n. Trainee will participate in one of Hospital's quality committees and complete a Hospital-focused quality project before graduation from Program. Failure to complete a project will result in a delay in graduation.

o. Trainee will devote the time as is necessary to satisfactorily complete his/her professional duties within accepted educational standards. Trainee will perform the other related duties as may be assigned by the Program Director or designee.

p. Trainee, if participating in an accredited fellowship training program and otherwise eligible, must secure and maintain medical staff membership and clinical privileges in the specialty in which he/she completed his/her Fellowship training, consistent with Hospital's Medical Staff Bylaws ("Bylaws"), and shall comply with the provisions of same.

3. **REPRESENTATIONS AND WARRANTIES.** Trainee represents that they are an Allopathic or Osteopathic Physician and that they will comply with post graduate training licensure requirements to practice medicine in the. If Trainee's license to practice medicine in the State is revoked, suspended, or otherwise subjected to discipline, this Agreement may be terminated as of the date of the revocation, suspension, or other disciplinary action. Trainee will provide Hospital with prompt written notice if any investigation is commenced by the medical licensing board of any state or action is taken against Trainee's license to practice medicine in any jurisdiction, whether the action is temporary or permanent, or if Trainee is subject to disciplinary action of any kind. Hospital may, at its option, immediately terminate this Agreement upon or after commencement of any disciplinary proceedings or other action. Trainee represents to Hospital that the Trainee (i) is not currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; and (ii) has not been convicted of a criminal offense that falls within the range of activities described in 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible ("Ineligible Person"). Trainee will disclose immediately to Hospital and the Program Director if Trainee becomes debarred, excluded, or suspended, or if any other event occurs that makes Trainee an Ineligible Person. This Agreement will automatically terminate as of the date the Trainee becomes an Ineligible Person.

#### 4. **BILLING AND COMPENSATION.**

a. All facility fees received in connection with the billed services, including all fees and payments of any nature in payment for managed care services, belong to Hospital and shall be received and retained by Hospital. Trainee will not bill or collect from any payor or patient any sums for professional services rendered by Trainee under this Agreement.

b. Hospital will compensate the Trainee at the rate of **<Rate>** for the Term of this Agreement.

c. Trainee will be entitled to the benefits described in Exhibit A. These benefits are subject to modification or amendment at any time by Hospital at its sole discretion.

5. **TERM OF AGREEMENT.** This Agreement will commence the Effective Date and continue in effect to June 30, 2027, except as may be extended by Hospital with the approval of Sponsoring Institution's Program Director for the purpose of allowing Trainee to complete one year in the Program at the designated training level due to an approved leave of absence ("**Term**").

a. **Termination.** In addition to the other termination events set forth in Section 2 of this Agreement, termination will be effective upon written notice consistent with the due process policy as outlined in the Fellowship Program training manual or upon 120 days' notice to Trainee if the Sponsoring Institution loses approval of the Fellowship Program during the Term of this Agreement.

b. **Grievance, Discipline Process, Leave, and Trainee Due Process.** Specific details are outlined in the Fellowship training manual. If Trainee takes leave from the Fellowship Program for any reason, the Program Director will timely notify Trainee of the effect the leave will have on their ability to satisfy Fellowship Program requirements.

c. **Effect of Termination.** At the termination of this Agreement, Trainee will return all Hospital property, including but not limited to books, equipment, digital pager and uniforms, and will complete all records and satisfy all professional and financial obligations. Upon termination of this Agreement, all rights to further payments under this Agreement will terminate. Any amounts due to Trainee which accrued prior to termination will be paid within 60 days after this Agreement is terminated.

6. **ADDITIONAL YEAR APPOINTMENT.**

a. Sponsoring Institution will have the sole discretion to determine whether Trainee will advance in the Fellowship Program, in which event Hospital shall offer a renewal of this Agreement. If Sponsoring Institution decides not to advance Trainee to the next training year in the Fellowship Program, Hospital will provide Trainee with written notice not less than 4 months before the expiration of this Agreement, unless the primary reason(s) for the non-renewal occurs within the 4 months before the end of this Agreement, and in that case, Hospital will provide Trainee with as much notice of the intent not to renew as the circumstances will reasonably allow, before the end of the Agreement.

b. If Hospital makes a renewal offer, Trainee will accept or reject Hospital's offer within 30 days of receiving it.

7. **COMPLIANCE WITH ACGME.** Hospital will provide a program of education that meets the standards established by the American Osteopathic Association and/or the Accreditation Council on Graduate Medical Education. Upon graduation from the Fellowship Program, Trainee will be eligible to take specialty board examinations.

8. **PROFESSIONAL LIABILITY INSURANCE.** During the Term, Hospital shall provide and maintain professional liability insurance for Trainee with liability limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate applicable to Trainee's activities hereunder. The insurance coverage described in this section will be applicable only to the activities Trainee performs pursuant to this Agreement and will not cover Trainee for Moonlighting or any activities not performed in the course and scope of their participation in the Fellowship Program. If coverage is maintained on a claims-made basis, Hospital provides tail insurance of Trainee's activities hereunder. Trainee agrees to cooperate fully in any investigations, discovery, and defense that may arise. Trainee may be required to appear in legal proceedings where the need for the appearance arises out of Trainee's activities under this Agreement.

9. **ABILITY TO FULFILL DUTIES.** Trainee must be fully capable of participating in the Fellowship Program, with or without a reasonable accommodation. Once Trainee has applied for admission to and is conditionally accepted by the Fellowship Program, Trainee may be required to undergo a complete physical examination, including blood test and drug screen, to confirm that Trainee is fully capable of participating in the Fellowship Program, with or without a reasonable accommodation. Hospital may require evidence that Trainee has been immunized against various viruses and may require that Trainee periodically take certain routine laboratory tests and chest x-rays. If Trainee is absent due to illness or injury, depending on the nature and duration of the illness or injury causing the absence, Trainee may be subject to clearance by Hospital staff physician prior to returning to work. Hospital shall provide emergency first aid treatment to Trainee if required, until Trainee's personal physician can be summoned. Hospital will not be obligated to furnish any other medical or surgical services to Trainee. Hospital will not be responsible for any costs involved in Trainee's treatment, any follow-up care, or any hospitalization.

10. **CONFIDENTIALITY.** Trainee will maintain and hold as confidential and will not disclose the terms of this Agreement or any confidential or proprietary information that Trainee may be provided during the term of this Agreement to any other person (with the exception of Trainee's legal counsel, accountant or financial advisors), unless disclosure is required by law or otherwise authorized by this Agreement or consented to in writing by Hospital ("Confidential Information"). As between Hospital, its affiliates, and Trainee, any Confidential Information of Hospital or its affiliates or Data (defined below) provided to or learned by Trainee for any purpose, in connection with any software pursuant to this Agreement, will be deemed to be the exclusive property of Hospital. Trainee will not claim any rights with respect to the Confidential Information or Data or take any action with respect to the Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services Trainee is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Trainee will not use, authorize to use or disclose the Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. Trainee waives all statutory and common law liens it may now or hereafter have with respect to data derived from Hospital or any of its affiliate's Confidential Information or Data. "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information,

Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Hospital or its affiliate or their respective patients, clients, or customers. With respect to any patient or medical record information regarding Hospital's patients, Trainee will comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and their medical staff, regarding the confidentiality of the information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and comparable state laws.

**11. ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement embodies the complete, full, and exclusive understanding of Hospital and Trainee regarding Trainee's employment by Hospital, and it supersedes and cancels all prior agreements, written or oral, between the parties regarding the Trainee's employment by Hospital and participation in the Fellowship Program of the Sponsoring Institution. Any amendments, additions, or supplements to this Agreement will be effective and binding on Hospital and Trainee only if in writing and signed by both parties. If any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, the provision will be deemed to be restricted in scope or otherwise modified to the extent necessary to render it valid and enforceable, or, if the provision cannot be modified or restricted so as to be valid and enforceable, then it will be deemed excised from this Agreement if circumstances so require, and this Agreement will be construed and enforced as if the provision had originally been incorporated herein as so restricted or modified, or as if the provision had not originally been contained herein, as the case may be. This Agreement may be assigned by Hospital in its sole discretion at any time.

**12.** Hospital may refuse Trainee access to its clinical areas if Trainee does not meet Hospital's employee standards for safety, health, or ethical behavior.

**13. COMPLIANCE OBLIGATIONS.** Trainee represents that he/she read, understands, and will abide by Tenet's Standards of Conduct. Trainee will comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute, and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws with descriptions of penalties and whistleblower protections pertaining to the laws, are available at: <http://www.tenethealth.com/about/pages/ethicscompliance.aspx>. Trainee will require any employees providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. The parties certify they will not violate the Anti-Kickback Statute or Stark Law, and will abide by the Deficit Reduction Act of 2005, as applicable, in providing services under this Agreement. Hardcopies of any information will be made available upon request. Trainee and any employees, if applicable, will complete any training required under Tenet's Compliance Program.

**14. ARBITRATION.** Excluding any action for injunctive relief only, any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Maricopa County, in State, in accordance with the Tenet's Fair Treatment Process ("FTP"), a comprehensive

method for affording fair procedure and resolving employment-related disputes, as detailed in Tenet's Human Resources Policy and Procedures Manual, Policy No. HR.ERW.05, and applying the laws of the State. Policy No. HR.ERW.05 is available at <https://tenetway.tenethealth.com/policies/human-resources/employee-relations-workplace-expectation/open-door-and-fair-treatment-process> or in Human Resources. **Trainee further acknowledges receipt of documentation regarding the Open Door Policy and Fair Treatment Process, including the arbitration process, prior to executing this Agreement.** It is understood and mutually agreed Trainee shall be considered a Hospital employee at the Department Head level or above for purposes of processing grievances pursuant to the FTP. It is further understood and mutually agreed, to the extent permitted by law, Trainee may not join any such claim or dispute with the dispute of another employee in a class, collective, representative or group action. Arbitration under the Fair Treatment Process is limited to individual disputes, claims or controversies a court of law would be authorized or have jurisdiction over to grant relief, and by agreeing to the use of arbitration to resolve disputes, the parties agree to forego any right to a jury trial on issues covered by the Fair Treatment Process. If the provisions of this Section 14 conflict with the provision of the FTP, the provision of this Section 14 shall prevail. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs of arbitration shall be borne equally by both parties, provided each party shall bear the fees and costs of attorneys or other persons representing the interests of such party. During the pendency of any such arbitration and until final judgment hereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder.

**[HOSPITAL]**

**TRAINEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **BENEFITS**

The following is intended to briefly describe the various benefits afforded to Trainee. The full policy statement is in the residency training manual distributed to each resident at orientation. Please refer to the link below to the GME Website which has additional information including, but not limited to 1) GME resident contract template, 2) full listing of salary, stipends, and benefits, 3) Leave Policy, and 4) Resident and Fellow Eligibility, Selection, and Appointment Policy

Link to GME Website - <https://www.stvincenthospital.com/health-professionals/graduate-medical-education-programs>

Benefits are subject to the terms of the plan documents or insurance contracts, as applicable, and may be changed at any time by Hospital.

#### **General Benefits include:**

- Medical
- Dental
- Vision
- 401(K) plan
- FSAs, HSAs, and HRAs
- Life, AD&D and Disability Insurance
- Hyatt Legal
- Employee Stock Purchase Plan
- Tenet Personal Health Team and Employee Assistance Program
- Paid Time Off (PTO)
- Access to food when on duty

#### **Additional Benefits offered to Resident only with approval of the GMEC, Program Director and DIO:**

- Hospital will provide a \$1,200 stipend for meals allowance.
- Hospital will provide a \$1,000 stipend for educational materials.
- Hospital will provide a \$2,000 stipend for professional development.
- The total of \$4,200 (\$1,000+\$1,200+\$2,000) will be provided tax-free in the second paycheck of the academic year.
- Hospital will provide funding towards wellness activities / offsite working meetings organized and approved by the Program Director and DIO