

## RESIDENT AGREEMENT

**THIS RESIDENT AGREEMENT** is made and executed in Phoenix, Arizona, effective as of July 1, 2021 (the “Effective Date”) by and between **VHS OF PHOENIX, INC.**, a Delaware corporation doing business as **ABRAZO CENTRAL CAMPUS** (“Hospital”), and **TO BE DETERMINED** (“Resident Physician”).

### RECITALS

**WHEREAS**, Hospital operates a health care institution known as Abrazo Central Campus, located at 2000 W. Bethany Home Road, Phoenix, AZ 85015.

**WHEREAS**, Hospital has established an accredited medical residency training program in the specialty of Family Medicine (“Program”) as a way to provide quality healthcare and quality clinical education for Resident Physician;

**WHEREAS**, Hospital desires to enroll Resident Physician in Hospital’s Program, and Resident Physician is willing and desirous to participate under mutually satisfactory terms and conditions;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, Hospital and Resident Physician agree as follows:

### AGREEMENT

1. Hospital offers and Resident Physician hereby accepts an appointment with the Hospital as a Resident Physician at the first year (PGY-1) level of training in Hospital’s Program.

2. Resident Physician acknowledges that Hospital has entered into contracts to provide managed care, and may enter into additional managed care contracts in the future. As used herein the term “managed care” shall mean care provided by Health Maintenance Organizations, Preferred Provider Organizations, Prepaid Medical Plans and other similar healthcare systems. Resident Physician agrees to comply with the terms of all managed care arrangements in which Hospital participates now or in the future to the extent such terms do not conflict with the standards of the Accreditation Council on Graduate Medical Education.

3. Resident Physician shall be directly responsible to the Program Director of the Program (“Program Director”).

4. Resident Physician shall abide at all times by the Hospital and Program policies and procedures as may be set forth in Exhibit B, including but not limited to: the Abrazo Community Health Network Residency Policy Manual and Hospital’s House Staff Manual, and the bylaws, rules and regulations, and policies and procedures of the Medical Staff and the Hospital, and shall conduct himself/herself in a professional manner. The Resident Physician also understands and agrees that the Hospital may, at its discretion, change or modify the aforesaid House Staff Manual, and the bylaws, rules and regulations, and policies and procedures of the Medical Staff

and the Hospital and agrees to keep himself/herself apprised of the contents thereof at all times during the course of this Agreement.

5. Resident Physician represents that he/she is a Medical Doctor and that he/she has a valid license to practice medicine in the State of Arizona (“State”). If Resident Physician’s license to practice medicine in the State is revoked, suspended or otherwise subjected to discipline, then this Agreement shall automatically terminate as of the date of such revocation, suspension, or other disciplinary action. Resident Physician further agrees to provide the Hospital with prompt written notice if any action is taken against Resident Physician’s license to practice medicine in State, whether such action is of a temporary or permanent nature, or in the event that Resident Physician is subject to disciplinary action of any kind. The Hospital may, at its option, immediately terminate this Agreement upon or after commencement of any such disciplinary proceedings or other action. Resident Physician represents to the Hospital that the Resident Physician is not an Ineligible Person. An “Ineligible Person” is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (ii) has 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. Resident Physician shall disclose immediately to the Hospital if Resident Physician becomes debarred, excluded, or suspended, or if any other events occurs that makes Resident Physician an Ineligible Person. This Agreement shall automatically terminate as of the date the Resident Physician becomes an Ineligible Person.

6. Hospital solely shall bill for all professional services rendered by the Resident Physician. Any and all fees received in connection with such billed services, including all fees and payments of any nature in payment for managed care services rendered by Resident Physician, belong to Hospital and should be paid as received to Hospital and, if payable to Resident Physician shall be assigned to or endorsed promptly to Hospital by Resident Physician. Resident Physician shall not bill or collect from any payor or patient any sums for professional services rendered by Resident Physician under this Agreement.

7. Hospital shall compensate Resident Physician in the amount of **Fifty-Four Thousand Five Hundred Thirty Nine and 00/100 Dollars (\$54,539.00)** corresponding to Hospital’s twelve-period accounting system.

8. This Agreement shall commence on the Effective Date and expire on June 30, 2022.

(a) Hospital shall have the sole discretion to determine whether it wishes to offer the Resident Physician the opportunity to renew this Agreement. If Hospital desires to offer Resident Physician the opportunity to renew this Agreement, Hospital shall provide Resident Physician with written notice not less than four (4) months before the expiration of this Agreement, unless the primary reason(s) for the non-renewal occurs within the four (4) months before the end of this Agreement, and in such case, Hospital shall provide Resident Physician 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 such an offer, Resident Physician shall accept or reject Hospital's offer for renewal of the Agreement within ten (10) days of receiving said offer.

9. A determination at any time by the Program Director that the Resident Physician has failed to fulfill any obligation under this Agreement shall be cause for the termination of this Agreement or other form of disciplinary action as is deemed appropriate by the Program Director. Resident Physician may appeal any termination or disciplinary action through the grievance process. Information regarding this process and applicable procedures may be obtained from the Abrazo Community Health Network Residency Policy Manual, which is provided during Program orientation. Resident Physician is also subject to Hospital's Fair Treatment Policy and Process, which are applicable to all Hospital employees.

10. Hospital shall provide a program of education that meets the standards established by the Accreditation Council on Graduate Medical Education.

11. Resident Physician agrees to fulfill the educational requirements of the Residency Program and the obligations to provide appropriate patient care as assigned by the Program Director or the Medical Director of the clinical service to which the Resident Physician may be assigned from time to time. Resident Physician shall maintain proper professional conduct and appearance and demonstrate courtesy and respect to patients, their families and all persons employed by or associated with Hospital.

12. Resident Physician shall attend all education conferences required by the Program Director or the Medical Director of the clinical service to which Resident Physician is assigned from time to time, unless Resident Physician is engaged in the emergency care of patients or specifically directed to perform other responsibilities by the Program Director or said clinical service Medical Director. Resident Physician shall participate as directed by the Program Director in related medical education programs provided through the Hospital's affiliation with universities or other educational facilities.

13. At the termination of this Agreement, Resident Physician shall return all Hospital property, including but not limited to books, equipment, electronic devices and uniforms, and shall complete all records and satisfy all professional and financial obligations. Upon termination of this Agreement, any and all rights to further payments under this Agreement shall terminate without further notice or action being required by Hospital; provided, however, that Hospital shall pay to Resident Physician any sums which accrued to Resident Physician on or before the date of termination. Any amounts due to Resident Physician shall be paid within sixty (60) days after this Agreement is terminated.

14. Resident Physician must be fully capable of participating in the Program, with or without reasonable accommodation. Once Resident Physician has applied for admission to and is conditionally accepted by the Program, Resident Physician shall be required to undergo a complete physical examination, including blood test and drug screen, to confirm that Resident Physician is fully capable of participating in the Program, with or without a reasonable accommodation. In addition, Hospital may require evidence that the Resident Physician has been immunized against various viruses and may require that Resident Physician periodically

take certain routine laboratory tests and chest x-rays. In the event that Resident Physician is absent due to illness or injury, a Hospital staff physician prior to returning to work must clear Resident Physician. Hospital shall provide emergency first aid treatment to Resident Physician in the event that Resident Physician needs such care until the personal physician of Resident Physician can be summoned, but shall not be obligated to furnish any other medical or surgical services to Resident Physician and Hospital shall not be responsible for any costs involved in such treatment, any follow-up care, or any hospitalization.

15. Resident Physician shall be entitled to the benefits described in Exhibit A, provided, however, that Exhibit A identifies the benefits currently available to resident physicians at Hospital and such benefits are subject to modification amendment from time to time by Hospital at Hospital's sole discretion.

16. This Agreement embodies the complete, full and exclusive understanding of the Hospital and the Resident Physician with respect to the Resident Physician's employment by Hospital, and it supersedes and cancels all prior agreements, written or oral, between the parties hereto regarding the Resident Physician's employment by Hospital. Any amendments, additions, or supplements to or cancellation of this Agreement shall be effective and binding on the Hospital and the Resident Physician only if in writing and signed by both parties.

17. This Agreement may be terminated: (a) at any time by mutual agreement of the parties; (b) by either party upon sixty (60) days written notice to the other; (c) upon one (1) day's written notice to Resident Physician by Hospital if Resident Physician fails to perform satisfactorily any obligations under this Agreement, or is considered to have committed any major or repeated minor infractions thereof, or fails, in a material manner, to comply with Hospital's rules and regulations, or is a danger to patient care or treatment; or (d) upon one (1) day's notice to Resident Physician in the event that the Program and/or Hospital lose approval of the Program during the term of this Agreement.

18. In the event that any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be restricted in scope or otherwise modified to the extent necessary to render the same valid and enforceable, or, in the event that such provision cannot be modified or restricted so as to be valid and enforceable, then the same shall be deemed excised from this Agreement if circumstances so require, and this Agreement shall be construed and enforced as if such provision had originally been incorporated herein as so restricted or modified, or as if such provision had not originally been contained herein, as the case may be.

19. Any written notice given under this Agreement by the parties shall be addressed to the addressee at the address of such addressee as hereinafter set forth, unless prior written notice of a change of address has been furnished, in which case such changed address shall be used:

**Abrazo Central Campus**

Attention: Chief Executive Officer

2000 W. Bethany Home Road

Phoenix, AZ 85015

abrazophysiciancontracts@abrazohealth.com

**To Resident:**

\_\_\_\_\_  
\_\_\_\_\_

20. Hospital may refuse access to its clinical areas to Resident Physician if Resident Physician does not meet Hospital's standards for safety, health, or ethical behavior.

21. Resident Physician represents that he/she read, understands, and shall abide by Tenet's Standards of Conduct. Resident Physician shall 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 (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <https://www.tenethealth.com/about/ethics-compliance>. Resident Physician shall require any employees providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request. Resident Physician and any employees, if applicable, shall complete any training required under Tenet's Compliance Program.

**IN WITNESS WHEREOF**, Hospital has caused this Resident Agreement to be executed by its duly authorized officer and Resident Physician has executed this Agreement effective as of the day and year first above written.

**HOSPITAL:**

**VHS OF PHOENIX, INC.  
D/B/A ABRAZO CENTRAL CAMPUS**

By: **DRAFT FOR REVIEW ONLY**  
Name: Edgar Staren  
Title: Chief Executive Officer  
Date signed: \_\_\_\_\_

**RESIDENT PHYSICIAN:**

By: **DRAFT FOR REVIEW ONLY**  
Printed Name: \_\_\_\_\_  
Date signed: \_\_\_\_\_

DRAFT

## EXHIBIT A

### BENEFITS – FIRST YEAR RESIDENT PHYSICIANS

This Exhibit is intended to briefly describe the various benefits afforded to you as a Resident Physician. The full policy statement may be found in the Abrazo Community Health Network Residency Policy Manual distributed at Program orientation. Benefits are subject to the terms of the plan documents or insurance contracts, as applicable, and may be changed at any time at the sole discretion of Hospital.

1. Eligibility to participate in Hospital's group health insurance program on their first day of employment.
2. Eligibility to participate in Hospital's complete flexible program, subject to plan eligibility requirements.
3. Eligibility to participate in Hospital's 401(K) savings plan. Benefits are subject to amendment from time to time by Hospital.
4. Paid professional liability insurance or self-insurance for work within the scope of the Program and subject to the terms and limits of the Hospital coverage, currently \$5,000,000 per occurrence and \$5,000,000 annual aggregate. The insurance coverage described in this section shall be applicable only to the activities Resident Physician performs pursuant to this Agreement and shall not cover Resident Physician for any activities not performed on behalf and for the benefit of Hospital. Upon expiration or termination of this Agreement, Hospital will maintain coverage for claims that may arise from acts or omissions of Resident Physician that took place during the term of the Resident Physician's participation in the Program.
5. Paid meals when on duty.
6. Reimbursement of up to **Six Hundred and 00/100 Dollars (\$600.00)** for self-education expenses including, but not limited to purchase of: laptop/computer, electronic tablet, smart phone or medical-related applications for a smart phone, website subscriptions, books/e-books, conference fees, and other self-education materials and items (including documented/verifiable expenses for authorized continuing education programs *which are consistent with department policy and approved in advance by the Program Director*).
7. Reimbursement of conference costs up to **Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00)** for the purpose of Resident Physician to attend national and state conference(s) to represent Hospital and Program. *Conference attendance and reimbursement must be consistent with department policy and approved in advance by the Program Director.*
8. Reimbursement of any other incidental expenses incurred by Resident Physician on behalf of or for the benefit of the Program *which are pre-approved by the Program Director.*

## EXHIBIT B

## **POLICIES AND PROCEDURES**

Administrative policies and procedures relevant to you as a Resident Physician can be found in the Residency Policy Manuals distributed at orientation. Such policies and procedures are subject to revision from time to time, and Resident Physician is responsible for keeping himself/herself apprised of the most current policies and procedures at all times during the course of this Agreement.

DRAFT