

FAMILY MEDICINE RESIDENT AGREEMENT – PGY1

This Resident Agreement is entered into the later of July 1, 2023, or the execution of the Agreement by all parties (**Effective Date**) between Desert Regional Medical Center, Inc., d/b/a Desert Regional Medical Center (**Hospital**), and _____ (**Resident**).

Hospital operates a comprehensive inpatient facility in the State of California, located at 1150 N. Indian Canyon Drive, Palm Springs, CA 92262.

Hospital has established a Residency Training Program in the specialty of _____ (**Program**) as a way to provide quality healthcare and quality clinical education for Resident;

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

In exchange for valuable consideration, the receipt and sufficiency of which is acknowledged, Hospital and Resident agree as follows:

1. Hospital offers and Resident accepts an appointment with Hospital as a Resident at the PGY1 year level of training in Hospital's Program.

2. **RESIDENT RESPONSIBILITIES AND DUTIES.**

a. Resident will fulfill the educational requirements of the 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 he/she may be assigned from time to time. Resident will maintain proper professional conduct and appearance and demonstrate courtesy and respect to patients, their families and all persons employed by or associated with Hospital. Resident will not engage in disruptive behavior which could negatively impact administrative processes related to and clinical performance of the Program. Resident will comply with Hospital's mandatory influenza policy.

b. Hospital has entered into contracts to provide managed care and may enter into additional managed care contracts in the future. **Managed Care** means care provided by Health Maintenance Organizations, Preferred Provider Organizations, Prepaid Medical Plans and other similar healthcare systems. Resident 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. Resident 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. Resident 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 Residency Training Manual. Moonlighting cannot conflict in any way with the Resident's responsibilities and educational training program at Hospital. Additional hours of Moonlighting will be counted in the daily and total residency work hours. The policies and procedures regarding residency work hours and Moonlighting are in Residency Training Manual.

e. Resident will abide by the rules, regulations, and policies of the GME Office, the specific Program, Hospital Administration, and Hospital's Medical Staff Office and residency standards of the Accreditation Council of Graduate Medical Education (ACGME), and its pertinent colleges, and will conduct himself/herself in a professional manner. Hospital may, at its discretion, change or modify these policies, bylaws, rules, and regulations at any time. Resident will keep himself/herself apprised of the contents thereof at all times during the course of this Agreement.

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

g. Resident must meet 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, Resident will examine, diagnose, and treat patients at the Hospital and all other affiliated clinical care units.

i. Resident will confer with attending physicians regarding care of patients and medical work performed, and assists them in examining and treating patients, in a manner in accordance with accepted standards of residency training.

j. Resident will confer with other residents and nursing personnel regarding patient care.

k. Using all computerized provider order entry requirements (CPOE), Resident will complete and maintain all requisite medical records of all patients assigned to his/her care. Resident will complete medical records timely according to the bylaws, rules and regulations, and policies and procedures of the Medical Staff.

l. Resident may be required to appear in legal proceedings on behalf of the Hospital where the need for the appearance arises out of the Resident's work for the Hospital under this Agreement. If Resident is served with a summons to appear in court resulting from his/her work in the Program, the summons should be immediately forwarded to the Hospital's Risk Management Office, residency Program Director, and GME Office.

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

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

3. **REPRESENTATIONS AND WARRANTIES.** Resident represents that he/she is an Allopathic or Osteopathic Physician and that either he/she will comply with Post Graduate Training License ("PTL") requirements to practice medicine in the State of California (**State**). PGY 1 residents are required to apply for a PTL within 180 days of beginning their residency program. If Resident's PTL or full license to practice medicine in the State is revoked, suspended, or otherwise subjected to discipline, this Agreement will automatically terminate as of the date of the revocation, suspension, or other disciplinary action. Resident will provide the Hospital with prompt written notice if any action is taken against Resident's license to practice medicine in State, whether the action is temporary or permanent, or if Resident is subject to disciplinary action of any kind. The Hospital may, at its option, immediately terminate this Agreement upon or after commencement of any disciplinary proceedings or other action. Resident represents to the Hospital that the Resident 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 will disclose immediately to the Hospital if Resident becomes debarred, excluded, or suspended, or if any other events occurs that makes Resident an Ineligible Person. This Agreement will automatically terminate as of the date the Resident becomes an Ineligible Person.

4. **BILLING AND COMPENSATION.**

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

b. Hospital will compensate Resident at the rate of \$64,480 for the one-year term of this Agreement.

5. **TERM OF AGREEMENT.** This Agreement will commence on July 1, 2023, and continue for one year, ending June 30, 2024.

a. **Termination.** Termination will be effective upon written notice consistent with the due process policy as outlined in the Residency Training Manual; or upon **120 days'** notice to Resident if the Program and/or Hospital lose approval of the Program during the term of this Agreement.

b. **Grievance, Discipline Process, Leave, and Resident Due Process.**

Specific details are outlined in the Residency Training Manual. If Resident takes leave from the Program for any reason, the GME office will timely notify Resident of the effect the leave will have on his/her ability to satisfy Program requirements.

c. At the termination of this Agreement, Resident 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 without further notice or action being required by Hospital; but Hospital will pay Resident any sums which accrued to Resident on or before the date of termination. Any amounts due to Resident will be paid within 60 days after this Agreement is terminated.

6. **ADDITIONAL YEAR APPOINTMENT.**

a. Hospital will have the sole discretion to determine whether to offer the Resident a renewal of this Agreement. If Hospital decides to renew this Agreement, Hospital will provide Resident 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 Resident 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, Resident will accept or reject Hospital's offer within **30 days** of receiving it.

7. 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 Program, Resident will be eligible to take specialty board examinations.

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

9. Resident will be entitled to the benefits described in Exhibit A. However, these benefits are subject to modification or amendment at any time by Hospital at Hospital's sole discretion.

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

11. 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.

12. CONFIDENTIALITY.

a. Resident will maintain and hold as confidential and will not disclose the terms of this Agreement or any confidential or proprietary information that Resident may be provided during the term of this Agreement to any other person (with the exception of Resident'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 Resident, any Confidential Information of Hospital or its affiliates or Data (defined below) provided to or learned by Resident for any purpose, in connection with any software pursuant to this Agreement, will be deemed to be the exclusive property of Hospital. Resident 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 Resident is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Resident 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. Resident waives all statutory and common law liens it may now or hereafter have with respect to data derived from Hospitals' 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 its respective patients, clients, or customers. With respect to any patient or medical record information regarding Hospital's patients, Resident 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 California's Confidentiality of Medical Information Act (**CMIA**).

13. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement embodies the complete, full, and exclusive understanding of Hospital and Resident regarding Resident's employment by Hospital, and it supersedes and cancels all prior agreements, written or oral, between the parties regarding the Resident's employment by Hospital. Any amendments, additions, or supplements to or cancellation of this Agreement will be effective and binding on Hospital and Resident only if in writing and signed by both parties.

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

15. **COMPLIANCE OBLIGATIONS.** Resident represents that he/she read, understands, and will abide by Tenet's Standards of Conduct. Resident 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 (collectively **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>. Resident 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 to Hospital. Hardcopies of any information will be made available upon request. Resident and any employees, if applicable, will complete any training required under Tenet's Compliance Program.

**DESERT REGIONAL MEDICAL CENTER, INC.
D/B/A DESERT REGIONAL MEDICAL CENTER**

RESIDENT

By: _____
Name: Michele Finney
Title: President and CEO
Date: _____

By: _____
Name: (RESIDENT)
Date: _____

EXHIBIT A

BENEFITS PGY1 YEAR RESIDENTS

The following is intended to briefly describe the various benefits afforded to Hospital Residents. The full policy statement is in the Residency Training Manual distributed to each resident at orientation.

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)
- Available meals when on duty

Additional Benefits offered to Residents only with approval of the Program Director and DIO:

- Upon **pre-approval**, Resident may attend national and state conferences representing the Hospital and Program. Hospital may provide an approved allowance for books, online medical subscriptions, medical apps, and other self-education materials (including directly related and **pre-approved** verifiable expense for authorized continuing education program(s). This coverage and allowance will not exceed \$3,725.
- Hospital will provide a one-time \$100 reimbursement for electronic organization device, e.g. palm pilot, smart phone.
- Incidental Expenses: Any other Program expenses which are in the budget will be reimbursed with the **prior** approval of the Program Director and DIO, not to exceed \$1,314.

- Hospital will provide funding towards wellness activities / offsite working meetings organized and approved by the Program Director and DIO.
- Hospital pays professional liability insurance or self-insurance for Resident's work within the scope of the Program, and subject to the terms and limits of the Hospital coverage, currently \$1,000,000 per occurrence and \$3,000,000 annual aggregate. The insurance coverage described in this section will be applicable only to the activities Resident performs pursuant to this Agreement and will not cover Resident for any activities not performed on behalf of or 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 this Agreement.
- Hospital will provide a monthly pre-approved meal card allowance for Resident.