

## RESIDENT PHYSICIAN AGREEMENT

THIS AGREEMENT, (“Agreement”), is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, M.D. (“Physician”), an individual, and Yellowstone City-County Health Department, a multi-jurisdictional service district, d.b.a RiverStone Health (“RiverStone Health”), which administers the Montana Family Medicine Residency Program (the “Residency Program”).

### I. TERM

Subject to the provisions hereof, this Agreement shall be for a term commencing on July 1, 20\_\_\_\_, (the “Commencement Date”) and terminating one (1) year from the Commencement Date.

### II. DUTIES OF THE PHYSICIAN

1. Goals. The goals of the Residency Program are to provide residents with experience in the art and science of family medicine in order to achieve excellence in the diagnosis, care, and treatment of patients. To achieve these goals, the resident agrees to perform the core functions of a Physician, including, but not limited to, the following:
  - a. Develop and participate in a personal program of self-study and professional growth with guidance from the Residency Program’s teaching staff.
  - b. Participate in the care as appropriate to Physician’s level of training and abilities under the supervision and direction of an attending physician.
  - c. Participate fully in the educational activities of the Residency Program and assume responsibility for participation in the teaching of more junior residents, as requested by the Residency Program faculty.
  - d. Comply with the curriculum requirements of the Residency Program.
  - e. Comply with all Residency Program rules, bylaws, regulations, practices, procedures and policies, professional standards, and codes of ethics of those institutions where Physician shall provide medical services, as well as the rule and policies of RiverStone Health. Physician acknowledges receipt of the RiverStone Health employee handbook and agrees to abide by its terms.
  - f. Attend and participate in the standing committees of the medical staff, especially those that relate to patient care educational activities, as assigned by the program director or elected by your peers.
  - g. Adhere to ACGME/AOA, Residency Program and Board of Family Medicine policies, rules, and requirements.

- h. To the fullest extent the law permits this provision to survive the term of this Agreement, Physician shall be bound by and comply with the confidentiality provisions as set forth by federal and state laws and regulations concerning the confidentiality of patient information of RiverStone Health patients or other patients. Physician shall abide by all rules, policies and procedures of RiverStone Health concerning confidentiality, as well as the confidentiality requirements of any hospital or other location where Physician may render professional services as a resident.
- i. Comply with Residency, RiverStone Health and ACGME/AOA policies regarding moonlighting, including, but not limited to obtaining permission of the program director prior to any moonlighting activities.
- j. Provide call coverage at various times including evenings and weekends in coordination with other residents and faculty in accordance with the bylaws, rules, and regulations, policies of RiverStone Health, and the ACGME/AOA work hour rules.
- k. Participate in professional activities as reasonably requested by Residency Program, including, but not limited to:
  - i. Educational programs conducted by or as requested by the Residency Program;
  - ii. Clinic meetings;
  - iii. Professional conventions and post-graduate seminars; and
  - iv. Applicable professional societies and associations.
- l. Make timely, accurate, and complete entries therein to ensure complete records for patient care and treatment and RiverStone Health's billing and in accordance with ACGME/AOA Residency Program rules and requirements. Physician shall document in a timely manner all professional patient activities and interactions and supporting documents where requested or required. Physician shall also prepare all reports and correspondence necessary or appropriate, in connection with the services provided hereunder. Physician shall also maintain records in accordance with the requirements of the particular hospital or medical practice to which Physician may be assigned. All records, reports, and correspondence prepared hereunder shall belong to RiverStone Health. Timely completion of both hospital and clinic medical records are required.
- m. In addition to the specific duties described above, Physician shall:

- i. Continually work to improve the quality of, and maintain a reasonable cost for, the medical care rendered to patients by Physician on behalf of RiverStone Health;
  - ii. Assist in all regulatory and agency reviews and assure that Physician's provision of services hereunder is in accordance with prescribed standards;
  - iii. Participate and cooperate in the coding process and code services appropriately and accurately based on documented care;
  - iv. Devote Physician's full professional time and attention, together with best endeavors and skill for the interest, benefit, and best advantage of MFMR and RiverStone Health and their efforts, to serve and treat patients with quality professional care;
  - v. Demonstrate effective communication skills, cooperation, and teamwork with other physicians and RiverStone Health staff to assure the harmonious operation of RiverStone Health and the Residency Program is beneficial to quality patient care; and
  - vi. Perform such other duties as RiverStone Health and MFMR shall from time to time reasonably direct commensurate with the duties described hereunder.
2. Coverage. It is a condition of Physician's employment to provide emergency treatment, when Physician is already providing or undertaking to provide covered services. Physician shall provide emergent or other necessary care to those who are not patients of RiverStone Health under circumstances where the care of the patient, in Physician's judgment, requires Physician's medical services. As an example, but not by way of limitation, if a non-RiverStone Health patient is delivering a baby and the attending Physician who is not affiliated with RiverStone Health is not present or requires assistance, and Physician determines in his or her best judgment that Physician's action is warranted, Physician shall utilize his or her best efforts in within the scope of Physician's training, to provide care to that patient and the infant.
3. Full Time. Subject to ACGME/AOA's work hour limitations, Physician agrees to devote his or her knowledge, skill, attention and energies in performing the usual duties as a Physician to the best of the Physician's ability during the term of this Agreement except in the circumstances of inability due to an incapacitating medical condition. Physician agrees to observe all policies, rules, and regulations of the Residency Program and any participating institutions and physicians while participating herein; and to consider that any infraction thereof will be full justification for discipline up to and including termination from the Residency Program. The Physician will consider the salary stated below and the experience and instruction received as sole compensation, and not to accept fees in any form from patients nor engage in any employment outside the Residency Program without prior approval of the program director. Physician will participate in all educational duties

and conferences as assigned and meet the Residency Program training requirements. The Physician will be assigned specific duties on each rotation the Physician participates in. These duties will be given to the Physicians prior to their arrival on that rotation. If at any time Physician is suspended from DCHC or any hospital or the residency program or for any reason, Physician's salary will be reduced proportionately for each day of suspension.

4. Medical Judgment. In the performance of services rendered pursuant to this Agreement, it is mutually understood and agreed that Physician is an employee of RiverStone Health; however, the relationship created by this Agreement shall not affect the exercise of Physician independent judgment from RiverStone Health in the practice of medicine. It is expressly understood that RiverStone Health shall in no way be considered or deemed to be engaged in the practice of medicine and that the method of treatment for patients requiring Physician's services shall be determined by Physician and the Physician's supervising physician. Nothing in this Agreement is intended nor construed to allow RiverStone Health either to have or to exercise control, direction, or supervision over the professional medical judgment, manner, or methods by which Physician performs the medical services that are the subject matter of this Agreement; provided, however, that the services to be provided hereunder by Physician shall be provided in a manner consistent with the recognized standards governing such services. Physician shall not be required to refer any patient to a particular provider or supplier or take any other action Physician determines not to be in the patient's best interest.

### III. BENEFITS

1. Vacation Leave. Subject to applicable policies in certain rotations, Physician shall be provided fifteen (15) working days of vacation at the beginning of the academic year, not to be taken more than one (1) week at a time. No vacation will be granted during certain rotations. Vacation shall be approved by the program director.
2. Sick Leave. Physician shall be provided twelve (12) working days of sick leave at the beginning of the academic year. Any unused sick leave shall be forfeited upon the termination of this Agreement. Appropriate usage of sick leave shall be determined in accordance with the RiverStone Health employee handbook.
3. Leave of Absence. Physician is entitled to leave of absence in accordance with RiverStone Health's leave of absence without pay policy.
4. Other Benefits. Physician will be eligible for counseling services, leave of absence, maternity leave, paternity leave, life insurance, health insurance, and disability insurance in accordance with RiverStone Health policies governing those benefits.

### IV. FACULTY ADVISOR

Physician will be assigned a faculty advisor who will be available for consultation during the term of this Agreement. Resident shall comply with all reasonable requests, instructions and requirements of the Resident's faculty advisor and the program director.

#### V. NON-RESIDENCY SPONSORED ACTIVITIES

Physician will not perform any compensated ("moonlighting") or uncompensated ("volunteer") professional activity without the approval of the program director. Physician will not be covered on the Residency Program's malpractice insurance coverage when moonlighting or volunteering for professional activities. Specific guidelines for moonlighting activities are contained in the program policies.

#### VI. SALARY

1. Salary. Physician will receive a total salary as follows during the one (1) year period of this Agreement, payable bi-weekly in accordance with RiverStone Health payroll policies and procedures, and subject to such deductions and withholdings as are required by law.

PGY1 Total Annual Salary = \$           

PGY2 Total Annual Salary = \$           

PGY3 Total Annual Salary = \$           

2. Assignment. Physician hereby designates RiverStone Health as his or her true and lawful agent and reassigns Physician's rights to RiverStone Health to bill and collect monies due for all services provided hereunder. All collections from such services provided by Physician shall belong to RiverStone Health and, if payable to Physician, shall be assigned or endorsed over promptly to RiverStone Health by Physician. Physician shall not submit claims or otherwise attempt to collect for such services. Physician acknowledges that RiverStone Health shall determine the amount of fees charged to patients and payors and the use of such funds in its sole and reasonable discretion. So long as Physician's employment under this Agreement is in effect, Physician shall accept the compensation received from RiverStone Health pursuant to this Agreement as payment in full for all services rendered hereunder and shall not submit any separate or additional billings to patients, public or private third-party payors, or other responsible parties. Physician shall execute any documents necessary to qualify and authorize RiverStone Health to directly bill the federal Medicare program, state Medicaid programs, or any other third-party payor for such services. Physician shall abide by and cooperate with all billing policies and procedures established by RiverStone Health and the applicable payors. Physician does hereby also assign to RiverStone Health all administrative and related fees from the performance of non-medical administrative and related services by Physician, except for those specific non-medical administrative and related services that are mutually agreed upon in writing by the parties to be excluded from this assignment. Any activities provided

by Physician outside of Physician's employment hereunder and as listed are not provided for the benefit of RiverStone Health and are not covered by the professional liability insurance provided by RiverStone Health to Physician for services provided pursuant to this Agreement. Physician shall obtain independent professional liability insurance coverage for all such activities.

## VII. PROFESSIONAL LIABILITY INSURANCE

Professional liability insurance, in the form of commercial insurance or through federal tort claims coverage, is provided through the Residency Program. This coverage applies to any professional acts performed by Physicians and faculty as are: (1) outlined in any policy of insurance covering Physician, or (2) approved by the United States Health Services Resources Administration under circumstances where malpractice coverage is provided to the Physician under the Federal Tort Claims Act. The Physician assumes responsibility for all acts performed outside of the course and scope of the training of the program and agrees to indemnify, hold harmless and pay attorney's fees on behalf of RiverStone Health and the Residency Program for any acts performed outside the course and scope of the training in the Residency Program.

## VIII. TERMINATION

1. Probationary Period. RiverStone Health's probationary employee policy shall apply to Physician. The probationary period of employment for Physician shall be the same probationary term as other employees of RiverStone Health.
2. Termination for Cause. RiverStone Health may terminate this Agreement for cause, as follows:
  - a. On the death, disability or incapacity of Physician.
  - b. If Physician fails to comply or abide by any provision of this Agreement.
  - c. Failure by Physician to comply with RiverStone Health's policies and procedures, and rules and regulations.
  - d. Failure by Physician to comply with licensure, registration, or certification requirements.
  - e. Failure by Physician to maintain satisfactory levels of academic and/or clinical patient performance as determined by the faculty advisor or program director.
  - f. Unprofessional conduct or behavior by Physician, which in the opinion of the program director, interferes with the performance of the activities provided under this Agreement.
  - g. Any other reason that constitutes a legitimate business reason for dismissal.

IX. GRIEVANCE PROCEDURE

Physician shall have the right to present a grievance under the provisions of the Grievance Procedure of RiverStone Health.

X. REAPPOINTMENT

Physician must satisfactorily complete three (3) years of residency with a Physician Program or longer as specified by requirements set forth by the American Board of Family Practice. The decision whether to offer a first or second year Physician another agreement at the termination date of this Agreement is retained in the sound discretion of either RiverStone Health or MFMR. If this is the second or third year of Physician’s employment at RiverStone Health, then there is no probationary period as set forth in paragraph 1, Section VIII of this Agreement.

XI. GENERAL PROVISIONS

1. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings, and agreements.
2. This Agreement shall be governed by and construed in accordance with the laws of the state of Montana.
3. All notices required or authorized hereunder by either party to the other party shall be duly made and given in person or sent by United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to Physician:

---



---



---

If to RiverStone Health:

James Guyer, M.D., MFMR Program Director  
 123 South 27th Street  
 Billings, MT 59101

Any notice sent by United States mail shall be deemed to have been given 48 hours after posting, addressed and prepaid as set forth below, and notices which are personally delivered shall be deemed to have been given when delivered. Either party may change the address to which notices are to be delivered by giving notices hereinabove provided.

4. Headings are asserted here solely for the purpose of convenience of reference and shall not be construed as part of this Agreement.
5. The parties hereto agree to execute such other documents and to take such further actions as may be necessary or appropriate in order to carry out the purposes of this Agreement.
6. If it is determined that any part of this Agreement is in violation of applicable law, invalid or unenforceable, then the parties agree to negotiate in good faith to amend the Agreement to the extent possible with its purposes, to conform to law. Invalidity of any portion of this Agreement shall not affect the validity or enforceability of any other provision hereof.
7. Any waiver of any term, covenant or condition of this Agreement by any party hereto shall not be effective unless set forth in writing signed by the party granting such waiver, and in no event shall such waiver be deemed to be a waiver of any other term, covenant or condition of this Agreement, whether or not similar, or to be a continuing waiver.
8. Time is of the essence in this Agreement.
9. This Agreement may be modified or amended by the parties hereto at any time, but only by a written instrument executed by both of the parties hereto.
10. In the event that there shall be a change in an applicable health care law or interpretation thereof (including, without limitation, Medicare or Medicaid laws or laws affecting RiverStone Health's status as a federally qualified health center, or any regulation or instruction promulgated thereunder), or the initiation of an enforcement action with respect to any applicable health care law, which affects the continuing viability or legality of this Agreement then either party may, by notice, propose an amendment to conform this Agreement to allocable laws. If notice of such proposed change is given and the parties are unable to agree within thirty (30) days upon an amendment, then either party may terminate this Agreement by thirty (30) days advance written notice to the other party, unless a sooner termination is required under applicable law or circumstances.
11. Physician's employment shall terminate upon and at the time of the dissolution of RiverStone Health or cessation of RiverStone Health's or RiverStone Health Clinic's business, including, but not limited to, termination of or a substantial reduction (as determined by the RiverStone Health Clinic Board), to RiverStone Health's Section 330 Grant.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Physician

\_\_\_\_\_  
\_\_\_\_\_, M.D.

Date:

Montana Family Medicine Residency Program

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

James Guyer, M.D., Program Director

Date:

RiverStone Health

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

John Felton, President & CEO

Date: