



## **POST-GRADUATE TRAINING EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into effective as of July 1, 2019, between BILLINGS CLINIC, a Montana nonprofit corporation located at 2800 – 10<sup>th</sup> Ave. N., P.O. Box 37000, Billings, Montana 59107-7000 (“BILLINGS CLINIC”) and (“Resident Physician”).

### **RECITALS**

A. Billings Clinic is a Montana nonprofit corporation composed of an integrated multi-specialty physician group practice, a licensed hospital facility, and outpatient facilities;

B. Billings Clinic is the sponsoring institution of a graduate medical education and clinical training program in internal medicine accredited by the Accreditation Council for Graduate Medical Education (“ACGME”);

C. Resident Physician holds an advanced degree in medicine from an accredited medical college or university;

D. In the interest of scholarship and professional growth, Resident Physician desires to participate in the education experience offered by Billings Clinic through the IMR Program; and

E. This Agreement sets forth obligations and expectations of both the Resident Physician and Billings Clinic regarding the IMR Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements and subject to the conditions and limitations set forth herein, the parties agree as follows:

1. Appointment. Billings Clinic appoints Resident Physician, and Resident Physician accepts appointment, as a resident in the Billings Clinic Internal Medicine Residency Program (the “IMR Program”). Appointment as a resident to the IMR Program is an honor associated with previous accomplishments and presumed capabilities as well as with significant continuing obligations as described in this Agreement.
2. Resident Physician Prerequisites to Begin Training. Eligibility to begin training and receive the financial support and benefits described in this Agreement requires at least the following:

- 2.1. Proof of graduation from an accredited medical or osteopathic school;
  - 2.2. If applicable, delivery of information and documents for the IMR Program to properly complete Form I-9, and, as applicable, a copy of an appropriate visa as required by the U.S. Department of Citizenship and Immigration Services and to demonstrate certification by the Educational Commission for Foreign Medical Graduates and all other similar authoritative bodies;
  - 2.3. Proof that Resident Physician is legally authorized to work in the United States and participate in the IMR Program;
  - 2.4. Successful completion of occupational health screening and drug screening, and maintenance of all required vaccines and immunizations pursuant to Billings Clinic policies; and
  - 2.5. Satisfactory completion of employment, reference, OIG Sanction, criminal history and other Billings Clinic background checks under applicable Billings Clinic policies.
3. Resident Physician Obligations. Resident Physician will continuously satisfy the following obligations during the term of this Agreement:
- 3.1. Satisfy the educational and clinical requirements of the IMR Program as the IMR Program's director (the "Program Director"), Graduate Medical Education Committee ("GMEC") and Billings Clinic determine from time to time. Requirements shall be determined in conformity with the conditions established by ACGME, by Billings Clinic, and as provided in the Billings Clinic Program Policy Handbook, including changes made by ACGME or by Billings Clinic from time to time;
  - 3.2. Complete United States Licensing Exam (USMLE) Step 3 exam or Complex Level 3 by the end of Resident Physician's internship year;
  - 3.3. Provide the Program Director written notification of any change in status regarding prerequisites and qualifications stated in this Agreement regarding education, license (if required), visa (if required), and fitness for duty;
  - 3.4. Meet the clinical (patient care), academic (conference and study), humanistic (doctor-patient relationship), scientific (scholarly and/or research), professional (peer and colleague relationship), and moral and ethical requirements of residency training, all as required by the IMR Program curriculum;

- 3.5. Complete medical records in a timely fashion as directed by the Program Director and in accordance with Billings Clinic's institutional policies unless specifically authorized by the Program Director;
- 3.6. Provide care in a cost-effective manner consistent with Billings Clinic's utilization management and related policies and processes;
- 3.7. Seek and utilize appropriate supervision;
- 3.8. Perform at a level commensurate with the level of training and responsibilities assigned by the Program Director;
- 3.9. Work with the health care team in a collegial fashion to provide a high quality, respectful, safe, effective and compassionate environment for the delivery of care and the study of medicine;
- 3.10. When on rotation at facilities outside of Billings Clinic, become familiar with and abide by the rules, regulations, policies and practices of each hospital or healthcare facility participating site, including without limitation, those on privacy, security, and regulatory compliance, disaster plan, fire safety, radiation safety and electrical safety;
- 3.11. Complete off-site rural rotations during Resident Physician's second and third years of residency;
- 3.12. Become familiar with and at all times abide by the IMR Program Manual and related rules, regulations and practices, policies, procedures and regulations of Billings Clinic applicable to residents in the IMR Program, including changes made by Billings Clinic from time to time;
- 3.13. Immediately notify the Residency Program Director and/or the Billings Clinic compliance department in the event the Resident Physician becomes aware of any circumstance that may cause Billings Clinic or any participating hospital or healthcare facility site to be noncompliant with any federal, state or local laws, rules or regulations or the standards of any accrediting bodies to which it is subject; and
- 3.14. Comply with Billings Clinic's Code of Conduct.
- 3.15. Obtain full Montana State Medical Licensure at earliest eligibility.

4. Billings Clinic's Obligations. Billings Clinic will continuously satisfy the following obligations during the term of this Agreement:
  - 4.1. The Program Director is responsible for determining the Resident Physician's level of training appointment and the specific assigned duties. On the Effective Date of this Agreement, Resident Physician is appointed as a Resident in the IMR Program;
  - 4.2. Provide regular evaluation and feedback as to the Resident Physician's status within the IMR Program;
  - 4.3. Exhibit institutional commitment to graduate medical education by providing a program of education, staff, and facilities in a manner that meets standards established by accreditation and/or certification bodies, including but not limited to the Accreditation Council for Graduate Medical Education ("ACGME"), American Osteopathic Association ("AOA"), as well as the American Board of Internal Medicine ("ABIM");
  - 4.4. Provide Resident Physician with a reasonable opportunity to fulfill Resident Physician's obligations;
  - 4.5. Assign Resident Physician responsibilities based on the ACGME Duty Hour requirements and the Billings Clinic IMR policy on Duty Hours;
  - 4.6. Comply with applicable laws and standards that apply to Billings Clinic as an employer and healthcare provider;
  - 4.7. Report to the American Board of Internal Medicine the number of successful months of completion in accordance with requirements and policies of the Residency Program;
  - 4.8. Upon proper authorization and request, provide verification of appointment-related information to appropriate organizations, e.g. state boards, specialty boards, medical staffs, health providers, etc. consistent with Resident Physician's performance in the IMR Program;
  - 4.9. Facilitate Resident Physician access to Billings Clinic's employee assistance program which provides confidential counseling and support services; and
  - 4.10. In accordance with the ACGME requirements, provide policies and procedures regarding the closure/reduction of the IMR Program.

5. Compensation and Benefits. All compensation, in any form, paid to Resident Physician is not payment for patient care services but is a grant to further the medical education of Resident Physician. As the sole consideration to be received by Resident Physician, Billings Clinic shall pay Resident Physician an annual stipend for the Term as described in Exhibit A, attached and incorporated into this Agreement, which will be earned by and disbursed to Resident Physician on a bi-weekly basis in accordance with Billings Clinic's regular payroll practices. Billings Clinic will withhold all required federal, state, and/or local withholding taxes, as well as any other voluntary deductions elected by Resident Physician. No payment or compensation of any kind or nature shall be paid to or accepted by Resident Physician from patients or third-party payers or any other sources for performance or any services rendered pursuant to this Agreement. In addition, Billings Clinic shall provide Resident Physician with benefits described below. Resident Physician acknowledges that Billings Clinic may, in its sole discretion add, change, or eliminate any of the benefits described in this section 5, so long as the change is generally applicable to other Billings Clinic resident physicians at a comparable level.
- 5.1. Group benefits available to residents participating in the IMR Program in accordance with Billings Clinic's then-current benefit plans (which may be modified from time to time), including options for health insurance, dental insurance, short term and long-term disability insurance, life insurance and employee assistance program; Resident is eligible for health insurance benefits beginning on the first day of employment under the current benefit plan;
- 5.2. Time off (according to terms in the Program Policy Handbook), including vacation, CME, and leaves of absence;
- 5.3. Food service, call rooms, parking, pager, electronic documentation and communication devices, lab coats, and laundry;
- 5.4. During the term of this Agreement, Billings Clinic shall provide professional liability insurance or self-insurance covering the acts or omissions of Resident Physician in performing Resident Physician's duties under this Agreement. Although the amount of coverage shall be not less than the amount required by Billings Clinic's Board of Directors, Billings Clinic may change coverage amounts offered from time to time. Such coverage shall apply to Resident Physician both before and after termination of this Agreement, but only with respect to any professional liability claim arising out of Resident Physician's services provided during the Term and pursuant to the terms of this Agreement.

- 5.5. The Program Director will provide timely notice to Resident Physician of the effect of leave(s) of absence on Resident Physician's ability to satisfy requirements for program completion.
6. Compensated Work Outside of Residency (Moonlighting). Resident Physician may only perform compensated work outside of the Residency Program in accordance with the IMR Program policy on moonlighting and outside remunerative work. Resident Physician will indemnify and hold harmless Billings Clinic from all losses and expenses resulting from or caused by such activities. Resident Physician acknowledges that while engaging in any outside activities, including moonlighting, Resident Physician is not acting as an employee or agent of Billings Clinic and accordingly Resident Physician is not covered by the liability insurance programs of Billings Clinic.
7. Term. This Agreement will commence on the Effective Date and continue for a period of one (1) year, unless terminated earlier as provided below or unless extended by mutual written agreement of both parties. The parties expressly acknowledge and agree that: (a) this Agreement constitutes a written contract of employment for a specific term within the meaning of section 39-2-912 of the Montana Code Annotated; (b) no promises or representations have been made concerning any renewal or extension of this Agreement; and (c) neither party has any right to continued employment beyond the term stated herein unless both parties mutually agree in writing.
8. Renewal or Extension of Agreement. Renewal or extension of this Agreement is dependent upon satisfactory progress by the Resident Physician as determined solely by evaluation of the Resident Physician's performance by the Program Director, as advised by the Clinical Compensation Committee. Billings Clinic will use best efforts to notify Resident Physician at least one hundred twenty (120) days prior to the expiration of the term of this Agreement regarding renewal or non-renewal of this Agreement and, if renewed, the terms of such renewal. In any event, nothing herein contained shall be construed to confer upon Resident Physician an automatic right to extension of this Agreement for a subsequent residency year or any part thereof.
9. Termination by Resident Physician. Resident Physician may terminate this Agreement voluntarily by providing no less than ninety (90) days prior written notice to the Program Director. Upon receipt of notice of termination, Billings Clinic may require that Resident Physician discontinue providing services immediately or on such date as determined by Billings Clinic, in which event Billings Clinic will compensate Resident Physician for the balance of the ninety (90) day notice period. Resident Physician may terminate this Agreement for good cause in the event of Billings Clinic's material

breach of a material term of this Agreement, which breach remains uncured after thirty (30) days' written notice specifying the nature of the breach.

10. Termination by Billings Clinic. Billings Clinic may terminate this Agreement for legitimate business reasons and for other good cause, including without limitation the following:

- 10.1. Resident Physician fails to satisfy the prerequisites for training described in this Agreement;
- 10.2. Resident Physician consistently fails to perform the duties required of Resident Physician under this Agreement in a manner satisfactory to Billings Clinic;
- 10.3. Resident Physician is dishonest in Resident Physician's dealings with Billings Clinic, or commits any fraud;
- 10.4. Resident Physician is convicted of (or pleads guilty or nolo contendere to) any felony or other crime involving dishonesty or moral turpitude;
- 10.5. If the state of Montana requires a license or authorization for resident physicians and Resident Physician fails to maintain such license or authorization;
- 10.6. If, due to any act or omission of Resident Physician for any reason, medical professional liability insurance cannot be reasonably obtained or maintained, or if, due to any act or omission of Resident Physician for any reason, such medical professional liability is canceled, terminated or revoked;
- 10.7. Resident Physician is or becomes excluded or debarred from participation in Medicare, Medicaid, or other federal or state health programs;
- 10.8. Resident Physician materially fails to comply with Billings Clinic's policies and procedures;
- 10.9. Resident Physician is removed, suspended, or subject to other disciplinary proceedings in relation to Resident Physician's work at a health care facility other than Billings Clinic, by the final action of a professional medical organization, government insurance program, third party payor, health plan, or resigns in lieu of disciplinary action;
- 10.10. This Agreement shall automatically and immediately terminate for good cause upon the Resident Physician's death.

11. Events Upon Termination. Upon termination for any reason, Billings Clinic shall be obligated only to pay the stipend and additional benefits through the date of termination. Resident Physician's entitlement to the stipend and group benefits or other benefits ceases as of the date of termination. Further, upon termination or expiration of this Agreement and Resident Physician's departure from the IMR Program, Resident Physician shall immediately return all property of Billings Clinic or any hospital or healthcare facility participating site, including without limitation, identification badge, lab coats, pagers, computers and other electronic devices, books, and equipment. Resident Physician must promptly complete all records and settle all professional and financial obligations before academic and professional credit will be verified.
12. Process for Termination; Due Process. Any termination by Billings Clinic pursuant to Section 10 will be processed in accordance with the Residency Program's termination procedures as described in the Residency Program's Policy GMEC-IMR-07 Grievance Policy Discipline/Dismissal of Resident. A resident physician who is terminated from the Residency Program may request fair and reasonable review of that decision under the Residency Program's Policy GMEC-IMR-07 Grievance Policy Discipline/Dismissal of Resident.
13. Resident Physician Evaluation, Promotion, Remediation, Suspension and Termination. Resident Physician is expected to provide the necessary effort to perform at or above a satisfactory level in the IMR Program. Resident Physician's performance will be evaluated regularly with periodic feedback provided. Resident physicians who remain in good standing and, who produce at least satisfactory continuing performance as determined by the Program Director may be eligible for promotion to the next level of responsibility and ultimately may be awarded a certificate of completion from the Residency Program. Resident physicians who have performed at a lower than satisfactory level or fail to meet program requirements for progress approval as determined by the Program Director, may be provided with an opportunity for remediation and performance improvement. Resident physicians who fail to improve may be required to extend their training, or may be placed on probation, suspended or terminated from the educational program. Resident physicians engaged in unacceptable or egregious misconduct, as determined by the Program Director in consultation with the ACGME Designated Institutional Official ("DIO") for Billings Clinic may be immediately suspended or terminated from the educational program.
14. Release of Information. Resident Physician acknowledges the IMR Program provides academic training and that work evaluations and progress in the Program are an integral part of the IMR Program. Resident Physician acknowledges and agrees the IMR Program maintains various other records relating to Resident Physician's



participation and performance in the IMR Program. Resident Physician acknowledges that any information relating to Resident Physician's participation and performance in the IMR Program may be furnished by Billings Clinic (without Resident Physician's consent) to certification boards, any institution or organization to which Resident Physician may apply for training, employment or privileges, or to any other person or entity that Billings Clinic determines should receive the information. Resident Physician releases Billings Clinic, its employees and other personnel, including but not limited to, Program Directors and teaching staff for all claims, liabilities, damages, expenses and attorneys' fees relating to, or arising from, the release of such information. The parties agree that this section shall survive termination of this Agreement.

15. Release of Prior Information. Resident Physician authorizes all previous employers, law enforcement agencies, and individuals to disclose to Billings Clinic or to its agents, any and all information in their possession about Resident Physician's employment history (including disciplinary and other matters), personal background, academic history, and criminal records. Resident Physician further authorizes educational institutions and licensing agencies to disclose to Billings Clinic any and all information in their possession regarding Resident Physician's attendance and performance at and licensure by each such institution and/or agency, including but not limited to disclosure of: any diploma or degree of certification awarded; academic information and transcripts; any disciplinary information; licensing applications; and licensure files. Resident Physician hereby waives written or other notice of release of any information to Billings Clinic.
16. Non-Discrimination. Billings Clinic maintains a workplace that does not discriminate on the basis of race, color, gender, age, national origin, disability, sexual orientation, or gender identity/expression.
17. Illness or Injury Related to Residency Program Involvement. Any illness or injury related to Residency Program involvement must be reported to occupational health pursuant to Billings Clinic policies and the Program Director. Absences necessitated by such illnesses or injuries will be addressed in accordance with Billings Clinic IMR policies. Academic credit will be considered on an individual basis by the Program Director in consultation with the ACGME Designated Institutional Official for Billings Clinic in accordance with state licensing and/or Specialty Board requirements.
18. Assignment. This Agreement is personal to Resident Physician and neither his/her duties nor his/her rights may be assigned, delegated or otherwise alienated in any manner without the express written consent of Billings Clinic.

19. Third Parties. This Agreement shall be enforceable only by the parties, and in the case of Billings Clinic by any successor in interest. No other person shall have the right to enforce any term of this Agreement.
20. Notices. Any notice required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given for all purposes if delivered personally to the party to whom the same is directed, or if sent by overnight courier service or registered or certified mail to Billings Clinic at: Attention Legal Department, 2800 10th Avenue North, P.O. Box 37000 Billings, MT 59107-7000 or, with respect to Resident Physician, to the address on file with the Program Director.
21. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to these matters. Any modification of this Agreement must be made in writing signed by Resident Physician and an authorized official of Billings Clinic.
22. Severability. If any provision of this Agreement is found to be unenforceable the remaining parts of the Agreement shall remain in effect and be enforceable.
23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Montana, regardless of where Resident Physician may reside or be located at the time any action related to this Agreement may be commenced.

IN WITNESS HEREOF, each of the undersigned has executed this Agreement on behalf of the respective parties as of the day and year first set forth above.

BILLINGS CLINIC

RESIDENT PHYSICIAN

By: \_\_\_\_\_  
 Name: Virginia Mohl, MD, PhD  
 Its: Designated Institutional Official (DIO)  
 Date: \_\_\_\_\_

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

**EXHIBIT A: RESIDENT SALARY FOR 2019-20**

R1 Salary	\$59,052
R2 Salary	\$62,749
R3 Salary	\$66,284