



Commonwealth Healthcare Corporation

Commonwealth of the Northern Mariana Islands

1 Lower Navy Hill Road Navy Hill, Saipan, MP 96950



PHYSICIAN EMPLOYMENT AGREEMENT

PHYSICIAN EMPLOYMENT AGREEMENT ("Agreement") by and between the **Commonwealth Healthcare Corporation**, a CNMI Government Corporation ("CHCC") and _____, **MD** an individual ("Physician"), effective as of the date last signed by the parties hereto (the "Effective Date").

RECITALS

A. The Commonwealth Healthcare Corporation, a Government Corporation operates the Commonwealth Healthcare Center. CHCC is the owner and operator of a general acute care hospital and out-patient clinics (collectively "Hospital") located in the Commonwealth of the Northern Mariana Islands (CNMI). Hospital's service area is the Northern Mariana Islands ("Service Area").

B. Physician is a licensed physician and board certified or eligible in _____. Agreement is contingent upon Physician being licensed to practice medicine in the CNMI and to have privileges at CHCC.

C. CHCC is in need of qualified primary care physicians, hospitalists, obstetricians and gynecologists, pediatricians, psychiatrists, nephrologists, oncologists, surgeons (general and orthopedic), anesthesiologists, Nurse Practitioners, Physician Assistants and Certified Nurse Midwives to provide services at its facility located at Navy Hill in Saipan and in Rota and Tinian in order to provide increased access to quality services for all residents of the Service Area.

D. CHCC and Physician desire to enter into this Agreement pursuant to which Physician shall provide professional and administrative services to patients of CHCC.

E. CHCC has determined that entering into this Agreement with Physician is an appropriate way to assure comprehensive care and services at its Hospital consisting of the evaluation, management and treatment of patients.

F. The parties intend by this Agreement to set forth a definitive statement of their respective responsibilities during the term of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

**ARTICLE 1:
PHYSICIAN'S SERVICES AND OBLIGATIONS**

1.1 Engagement of Physician. CHCC hereby employs Physician, and Physician hereby accepts such employment, on a full-time basis to provide professional medical physician services at the Clinic and/or Hospital and such other locations as assigned by CHCC. Physician agrees to see and treat patients by providing clinical, diagnostic and therapeutic medical services in the area of his or her experience and training, along with related administrative services pursuant to the terms of this Agreement (all such activity of Physician shall be referred to as the "Physician Services," as further defined in Section 1.3 below). Except as specifically set forth in this Agreement, the terms and conditions of Physician's employment shall be governed by and are subject to CHCC's policies and procedures, as such currently exist or are hereinafter adopted or amended.

1.2 Qualifications of Physician. Beginning on the Start Date and for the remainder of the term of the Agreement, Physician must meet the following qualifications:

1.2.1 Establish and maintain a right to work in the United States and maintain an active license, without restriction or suspension, to practice medicine in the CNMI;

1.2.2 Obtain and maintain all appropriate approvals to prescribe and dispense drugs under applicable CNMI and federal laws;

1.2.3 Establish and maintain active participation in the Medicare and Medicaid programs as an approved participating provider;

1.2.4 Apply for, obtain and/or maintain active medical staff privileges at Hospital, without restriction or suspension, pursuant to Hospital's Medical Staff Bylaws, rules, regulations, policies and procedures;

1.2.5 Maintain board eligibility and/or obtain and maintain board certification in the specialty throughout the term of this Agreement;

1.2.6 Hold a certificate in basic life support (BLS) and/or advanced cardiac life support (ACLS), or other required life support training.

1.2.7 Participate in regular Medical Staff activities and responsibilities, including, without limitation, teaching and attendance at Medical Staff meetings and Grand Rounds; and

1.2.8 Complete and receive credit for continuing medical education as designated by CNMI licensure requirements.

Physician shall provide documentation of compliance with all provisions of this Section 1.2 to CHCC upon reasonable request. Physician shall notify CHCC in writing, within twenty-four (24) hours of Physician's discovery that Physician does not meet the qualifications contained in this Section 1.2. Physician's failure to meet the qualifications set forth in this Section 1.2 shall be

grounds for immediate termination of this Agreement by CHCC pursuant to Section 8.4.1, 8.4.2, or 8.4.4.

1.3 Physician's Obligations. Physician shall render such Physician Services as may be required from time to time for the care and treatment of patients requiring Physician Services in accordance with the prevailing standard of care in the community including on-call and medical administrative duties. In addition, the specific services and duties to be performed by the Physician are set forth in Exhibit A: Position Description, attached hereto and incorporated herein by this reference. Physician shall devote full time attention and exercise best efforts to perform the duties set forth in Exhibit A and in this Section 1.3. Physician shall not undertake professional medical services (e.g., providing expert testimony, locum tenens, consulting, teaching, outside primary care, etc.) without first obtaining the prior written consent of CHCC. Physician shall comply with all applicable governmental laws and regulations and in accordance with any applicable standards and the American Medical Association, and any other regulatory agencies having jurisdiction over CHCC or the practice of medicine.

1.4 Patient Care. Nothing in this Agreement shall be interpreted to dictate the Physician's practice of medicine, delivery of direct patient care, or independent judgment in the practice of medicine. Physician shall have complete control over the diagnosis and treatment of patients and neither CHCC, Hospital, nor any employee of CHCC or Hospital shall exercise any direct supervision or control over the individual treatment of the patient. Physician agrees that his or her practice will be consistent with any policies, procedures and rules and regulations promulgated by Hospital's Board of Trustees or its Medical Staff and by CHCC dealing with the general treatment of CHCC's and Hospital's patients.

1.5 Referrals of Related Services. The parties share the goal of developing and maintaining high quality Primary Care physician services at CHCC and Hospital and providing comprehensive, efficient, and cost-effective healthcare services which meet the best interests of patients. In order to meet this goal, Physician agrees to, as a condition of compensation and accordingly employment, refer patients to Hospital and, as clinically appropriate, to members of Hospital's Active Medical Staff for services related to Physician's professional services rendered pursuant to this Agreement, except where the patient or the patient's insurer requests otherwise, where the best interests of the patient indicate otherwise, or where otherwise required by law.

1.6 Books and Records. Consistent with CHCC's procedures and policies, Physician shall prepare complete, timely and accurate medical and other records (collectively "Records") with respect to the services and treatment rendered to any patient by Physician. Notwithstanding the forgoing, Records shall be the property of CHCC and CHCC shall be responsible for the maintenance of Records. A patient's treating physician shall have access to Records upon CHCC's receipt of a reasonable request in compliance with all state and federal privacy laws and regulations.

1.7 Nondiscrimination. Physician shall provide prompt and professional medical attention to patients irrespective of age, sex, sexual orientation, race, religion, disability, color, national origin or any other status protected by applicable law. Such treatment shall be consistent with the facilities, personnel and equipment available and in conformity with the prevailing professional standard of care in the community.

1.8 Confidentiality of Personnel and Materials. The personnel and credentials files of Physician and any employee of CHCC or Hospital, as well as all proceedings, files, records and related information of Physician, CHCC, Hospital and Hospital's Medical Staff and its committees pertaining to the evaluation and improvement of the quality of patient care in CHCC and Hospital shall be kept strictly confidential by Physician. Physician shall not voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or pursuant to a written authorization by CHCC. This covenant shall survive the termination of this Agreement.

1.9 Excluded Provider. Physician hereby represents and warrants that Physician is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Physician hereby agrees to immediately notify Hospital of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that Physician is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement, it is determined that Physician is in breach of this Section 1.9, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Physician hereby agrees to indemnify and defend CHCC and Hospital against any claim, loss or liability arising from or out of any breach of the representations made in this Section 1.9. This indemnity shall include payment of any penalties imposed either by settlement, following self-disclosure or subsequent to an investigation or lawsuit by the Office of the Inspector General or the Department of Justice. Physician shall also pay any attorneys' fees or costs associated with any such settlement, self-disclosure, investigation or lawsuit arising out of this Section 1.9 This indemnification shall survive the termination of this Agreement.

ARTICLE 2: CHCC'S RESPONSIBILITIES

CHCC, in the reasonable exercise of its discretion, shall be responsible to:

Establish an annual budget for maintenance and support of the Clinics and Hospitals;

2.1 Provide the space, equipment, services and supplies reasonably necessary for the provision of Physician Services at the Hospital;

2.2 Recruit, employ or otherwise arrange for all personnel reasonably necessary for the operation and conduct of the Hospital; and

2.3 Maintain accurate and timely business records that are available for review by Physician upon reasonable request.

ARTICLE 3: BILLING FOR SERVICES

3.1 Billings and Collections. CHCC shall establish and maintain a fee schedule for professional medical services provided by Physician pursuant to this Agreement. Physician hereby authorizes, assigns and appoints CHCC or any other party with which CHCC contracts for such services, as its agent to bill and collect on behalf of and for the sole benefit of CHCC for all professional services provided by Physician pursuant to this Agreement. Physician shall execute such forms, including, without limitation, assignments and reassignments, as may be required by CHCC or others to facilitate billing by CHCC. Services may be billed under Physician's name and appropriate identification

number(s) as determined by CHCC and permitted by law. Physician shall not directly or indirectly bill any party for any service provided pursuant to this Agreement, except in accordance with this Agreement, including, without limitation, Medicare beneficiaries or the carrier under Part B of Medicare. Physician shall promptly remit to CHCC any amounts received relating to the professional medical service performed hereunder during the term of this Agreement. Physician hereby assigns to CHCC any and all right, title and interest he has to revenue attributable to and resulting from professional medical services (e.g., medical director, locum tenens, consulting, teaching, etc.) provided by Physician as an employee of CHCC. Physician shall have no right or interest in any accounts receivable generated by the professional services provided hereunder. All professional fees, if any, generated by Physician for professional services performed pursuant to this Agreement shall be the sole property of CHCC.

3.2 Fees for Outside Services. Unless otherwise agreed to in writing, all payments and income, including fees and other compensation, actually collected by or on behalf of Physician during his employment with CHCC, that do not qualify as arising from Physician's practice of medicine, but that are the result of Physician's professional efforts or activities as a physician shall belong to CHCC. Such efforts or activities include, without limitation, (i) those conducted by Physician that arise out of the fact that Physician is employed by CHCC, (ii) those conducted by Physician utilizing CHCC or Hospital personnel, equipment, resources or facilities and (iii) other obligations such as teaching, medical directorships, expert legal testimony or administrative services. Physician shall immediately transfer all such payments and income to CHCC. If CHCC consents in writing to Physician's performance of outside services with Physician retention of income, Physician shall secure separate malpractice and general liability insurance in an amount and from a carrier satisfactory to CHCC and shall provide evidence of such coverage to CHCC.

ARTICLE 4: MEDICAL MALPRACTICE COVERAGE

4.1 Medical Malpractice Coverage. Beginning on the Start Date and for the remainder of the term of the Agreement, Physician shall be covered under the CNMI Government Liability Act by virtue of his or her employment with CHCC. No coverage is provided for occurrences before the term of Physician's employment with CHCC that are filed during or after the term of Physician's employment at CHCC or for Physician's performance of outside services with Physician retention of income.

4.2 Continuing Coverage. After Physician leaves his or her employment at CHCC, he or she will continue to be covered by the Government Liability Act for provision of all medical services during the term of his or her agreement with CHCC pursuant to and within the scope of employment at CHCC.

4.3 Cooperation and Settlement. During the term of this Agreement and after expiration or termination of this Agreement for any reason, CHCC and Physician agree to cooperate in the investigation and defense of any claims, suits or demand, or any potential or ongoing legal, administrative or regulatory action relating to Physician Services provided by Physician under this Agreement. Specifically, Physician agrees to work in good faith with CHCC and its agents and affiliates in investigating and defending such actions. Physician agrees and acknowledges that CHCC has the right to investigate, negotiate and settle any claim, demand, suit or action without Physician's consent or approval. Physician further agrees and acknowledges that CHCC may apportion liability, if necessary, for any mandatory state, federal or other reports without Physician's consent or approval.

ARTICLE 5: COMPENSATION AND BENEFITS

5.1 Compensation and Benefits. Physician shall receive such compensation and benefits more fully described in Exhibit B, attached hereto and incorporated herein by this reference. Physician shall not be entitled to any compensation or benefits except as specifically set forth in this Agreement or in Exhibit B. CHCC shall have the right to review and amend the compensation and benefits upon providing written notice of such amendments to Physician.

5.2 Fair Market Value. Each party to this Agreement acknowledges that the amount of the compensation described in this Agreement reflects the fair market value of the Physician Services provided by Physician and has been negotiated at arm's length. The amount of compensation set forth in this Agreement does not take into account the volume or value of any referrals or business otherwise generated between the parties reimbursed under Medicare, Medicaid or any other state or federally funded health care program.

ARTICLE 6: CONFIDENTIALITY

6.1 Confidentiality. Physician acknowledges that during Physician's employment by CHCC, Physician may be brought into contact with CHCC's or Hospital's confidential patient records, business plans, methods of operations, compensation methods and formulas, performance standards, pricing policies, marketing strategies, records, trade secrets and other information about CHCC's and Hospital's operations and business of a confidential nature ("Confidential Information"). Therefore, during the term of this Agreement and thereafter, Physician shall not in any manner, directly or indirectly, disclose or divulge to any person or other entity whatsoever, whether directly or indirectly in competition with CHCC or Hospital, or use for any purpose any Confidential Information, except as required by law or expressly authorized in writing by CHCC. Upon the expiration or termination of this Agreement for any reason, Physician shall immediately return to CHCC any and all Confidential Information in Physician's possession or control, including, but not limited to, any originals or copies of, or computer discs containing policies, procedures, patient medical records, operation or employment materials, billings or billing information. Physician shall not retain any Confidential Information in any form (e.g., computer hard drive, microfilm, etc.) upon the expiration or termination of this Agreement.

ARTICLE 7: CORPORATE COMPLIANCE PROGRAM

Physician and CHCC shall comply in all material respects with the provisions of laws and regulations applicable to the provision of Physician Services, the licensing of health care providers, the delivery of services reimbursed pursuant to governmentally regulated third-party payors and other matters related to the employment of Physician. Physician agrees to comply with CHCC's Corporate Compliance Program and Ethical Business Practices Program, as such may be amended from time to time. This Agreement is intended to comply with the "bona fide employment" exception to the Stark Law (42 U.S.C. §13955nn) as amended and the regulations promulgated thereunder.

ARTICLE 8: TERM, RENEWAL, AND TERMINATION

8.1 Term. Subject to the conditions set forth below, this Agreement shall commence as of the Effective Date and continue for a period of two (2) years after the Start Date (the "Initial Term").

8.1.1 Limitations on Start Date. Prior to the Start Date, Physician must fulfill or otherwise comply with the criteria listed below in this Section 8.1.1. If Physician fails to comply with such criteria, CHCC shall have the right, in its sole discretion, either to adjust the Start Date to ensure Physician's compliance with the criteria or to immediately terminate this Agreement pursuant to Section 8.4:

- (i) Physician has established the right to work in the United States and has completed all necessary paperwork related thereto;
- (ii) Physician has been approved for licensure by the CNMI Health Care Professions Licensing Board;
- (iii) Physician has been successfully credentialed by Hospital and has been granted all necessary privileges;
- (iv) Physician has completed prior to Physician's anticipated Start Date, all necessary applications and paperwork, as may be required, for credentialing by health plans with which CHCC and/or Hospital contracts;
- (v) If required by CHCC or Hospital policy; this Agreement has been approved by CHCC's or Hospital's Board of Trustees; and

8.2 Renewal. 90 days before the expiration of the term, the Physician shall provide a letter to the head of his or her department and to the Human Resources Office indicating whether the Physician wishes to renew Agreement.

8.3 Introductory Period. The first three (3) months of employment of Physician at CHCC following the Start Date constitutes the new hire introductory period (the "Introductory Period"). During the Introductory Period, CHCC evaluates Physician's performance and potential for continued employment. Criteria for evaluation include, but are not limited to: performance quantity and quality; interpersonal skills and actions, including team work, establishment of effective working relationships with medical staff, physician peers, Clinic staff and others; attendance; cooperative behavior; initiative; dependability; and other performance and job-related criteria. Physician is also afforded the opportunity to evaluate whether his or her employment by CHCC meets his or her expectations. The Introductory Period is a critical component and the final selection technique in the employment process.

8.4 Termination by CHCC for Cause. Notwithstanding anything in this Agreement to the contrary, CHCC shall have the right to terminate this Agreement immediately subject to compliance with applicable law upon the occurrence of any of the following events:

8.4.1 Physician fails to obtain or maintain any of the qualifications set forth in Section 1.2 or makes false or misleading representations, prior to or during the term of employment, to CHCC regarding Physician's qualifications to render professional medical services;

8.4.2 Physician's application for credentialing and appropriate privileges at Hospital are denied;

- 8.4.3** Physician is convicted of a felony or of any crime involving substance abuse;
- 8.4.4** Physician's medical staff privileges at Hospital or at any other hospital are: denied; suspended for more than thirty (30) days during which period Physician will not earn and CHCC shall not be obligated to pay the compensation set forth in Exhibit B; restricted; revoked; or not renewed by Hospital or any other hospital as outlined in the Medical Staff Bylaws of Hospital or of any other such hospital;
- 8.4.5** Physician is impaired by the excessive use of drugs or alcohol affecting Physician's ability to perform his responsibilities under this Agreement;
- 8.4.6** Physician's death or disability. For purposes of this Section 8.4.6, "disability" shall mean an illness or a disability that, notwithstanding any reasonable accommodation offered by CHCC, prevents Physician from performing all the essential functions of his or her regular duties under this Agreement. Notwithstanding the date of termination pursuant to this Section 8.4, the term of the obligation of CHCC to pay compensation due Physician under this Agreement shall end prior to the effective date of termination;
- 8.4.7** Physician fails to maintain eligibility, is excluded from or refuses to participate in Medicare and Medicaid programs;
- 8.4.8** Physician's application for credentialing by health plans with which CHCC and/or Hospital contracts is denied, or Physician is suspended from participation in any third-party payor programs in which CHCC participates so long as such suspension is caused by the fault of the Physician or is within the Physician's ability to control and CHCC has provided Physician with notice of the specific third-party payor participation requirement at issue; provided, however, that if the cause of such suspension is capable of being cured, Physician shall have seven (7) days to cure such cause from the date CHCC delivers written notice of such cause to Physician;
- 8.4.9** Physician fails to fulfill or comply with any of the criteria affecting Physician's Start Date;
- 8.4.10** Physician fails to notify CHCC of his failure to meet any of the qualifications set forth in Section 1.2;
- 8.4.11** Physician, as determined by CHCC in the good faith exercise of its discretion, (i) materially breaches any one (1) or more of the provisions of this Agreement, (ii) fails to comply with CHCC policies, as such currently exist or are hereinafter amended and of which Physician had notice, or (iii) fails or is unable to discharge any of his professional obligations hereunder, or engages in any unprofessional conduct that interferes with or impairs the treatment, care or safety of patients; provided, however that Physician shall have thirty (30) days to cure such breach or failure after CHCC delivers written notice to Physician, stating the alleged breach or failure, unless such breach or failure affects the immediate care or safety of patients.
- 8.5** Termination by Physician for Cause. Physician shall have the right to terminate this Agreement upon a material breach of this Agreement by CHCC by providing written notice to CHCC of the cause for termination, which cause has not been cured (assuming such cure is possible) within thirty (30) days after CHCC's receipt of such written notice.

8.6 Termination Without Cause. Each party shall have the right to terminate this Agreement without cause upon providing sixty (60) days written notice to the other prior to the date of termination. If this Agreement is terminated pursuant to this Section 8.5, CHCC in its sole discretion may waive any or all of the sixty (60) day notice period and require the termination to be effective immediately, in which case CHCC's sole obligation to Physician shall be to continue to pay Physician's Base Compensation and benefits for any portion of the sixty (60) day period waived by CHCC.

8.7 Effect of Termination or Expiration: Non-Disparagement. Notwithstanding the termination or expiration of this Agreement, the parties shall be required to carry out any provisions hereof that contemplate performance by them subsequent to such termination or expiration; and such termination or expiration shall not affect any liability or other obligation that shall have accrued prior to such termination or expiration, including but not limited to any liability for loss or damage on account of default. Except as expressly required under this Agreement, after termination or expiration of this Agreement, CHCC shall not be obligated to pay to him or her, or in the event of his or her death or disability, to his or her personal representative, any additional compensation or fringe benefits. During the term of this Agreement and at all times thereafter, the parties agree not to make any disparaging statements about each other, or their directors, officers and employees, including statements that will call into question the ethics, morality, quality of clinical services or business judgment of the other or its directors, officers or employees. This requirement is not intended to interfere with the ability of any party to engage in honest differences of opinion with respect to patient diagnosis/treatment, basic program development that are debated in appropriate forums, or to respond to any appropriate requests for information from any state, local or federal governmental body or to exercise the parties' rights or obligations to report misconduct under applicable federal or state law.

ARTICLE 9: MISCELLANEOUS

9.1 Notice. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and delivered when personally delivered to the party or delivered by courier or deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth below or at such other address as such party shall have specified by notice given in accordance herewith:

To Physician:

To CHCC: Director of Human Resources
 CHCC
 1 Lower Navy Hill Road
 PO Box 500409
 Saipan MP 96950

9.2 Notice of Litigation. The parties shall provide each other with written notice should either party receive a claim or be sued for damages in a matter arising out of its/his/her performance under this Agreement.

9.3 Waiver of Breach. Any waiver by CHCC or Physician of a breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision.

9.4 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the CNMI, without regard to the conflict of law provisions of such state. Venue shall be proper in the Superior Court of the CNMI.

9.5 Entire Agreement. This Agreement, along with the Exhibits and Attachments attached hereto and incorporated herein by this reference, represent the entire agreement of CHCC and Physician with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements relating to the same subject matter.

9.6 Amendments; Assignments. This Agreement may not be amended or revised except with the written consent of the parties hereto, and may not be assigned by Physician except with the written consent of CHCC. Notwithstanding the foregoing, CHCC may assign this Agreement to any affiliate, subsidiary, parent or related organization of CHCC or Hospital.

9.8 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the CHCC and Physician and their respective heirs, legal representatives, successors and assigns.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

9.10 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

9.11 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

9.12 Counting Days. If the day for performance of any obligation under this Agreement is a Saturday, Sunday or legal holiday, then the time for performance of any obligation under this Agreement shall be extended to 5:00 p.m. on the first (1st) day following such Saturday, Sunday or legal holiday.

9.13 Construction of Agreement. The parties agree that each party and its counsel have fully participated in the review of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto or exhibit to this Agreement. Whenever the singular is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

9.14 Recitals. The recitals stated above are true and accurate and are incorporated herein by this reference.

9.15 Access to Books and Records. If determined applicable, Physician agrees to make available, upon request, to the Secretary of Health and Human Services and the Comptroller General of the United States, or their authorized representatives (the "Secretary"), this Agreement, and all books, documents and records under Physician's control relating to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services pursuant hereto. In addition, Physician agrees, that if services under this Agreement are to be provided by subcontract with a related organization, Physician shall require in writing that the subcontractor make available to the Secretary that subcontract, and all books, documents and records relating to the nature and extent of the costs thereunder for a period of four (4) years after the furnishing of services.

9.16 Special Terms and Conditions: Any Special Terms and Conditions are contained in Exhibit C and are hereby incorporated into the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last date written below.

CHCC:

- I. **FUND CERTIFICATION:** I hereby certify that there are sufficient available projected funds available in Account Number _____ for the execution of this contract in the amount of \$ _____.

Date

Chief Financial Officer

- II. **APPROVING AUTHORITY:** I hereby approve the terms and conditions and all provisions of this Agreement.

Date

Chief Executive Officer

- III. **LEGAL COUNSEL:** I hereby certify that this Agreement has been reviewed and approved as to form and legal capacity.

Date

CHCC Legal Counsel

- IV. **PHYSICIAN:** I hereby agree to the terms and conditions and all provisions of this Agreement.

Date

Physician

- V. **CONTRACT COMPLETION:** I hereby certify that this Agreement has all of the required signatures and the attached Position Description and Fiscal Impact Statement and has been placed in a file in the Human Resources Office.

Date

Director of Human Resource

EXHIBIT A: POSITION DESCRIPTION – INTERNAL MEDICINE



Commonwealth Healthcare Corporation

Commonwealth of the Northern Mariana Islands
1 Lower Navy Hill Road Navy Hill, Saipan, MP 96950



POSITION DESCRIPTION

| | | | | |
|-------------------------|--|---|----------------|-------------------------------|
| A. EMPLOYEE DATA | 1. NAME: | <i>(Last)</i> | <i>(First)</i> | <i>(Middle)</i> |
| | 2. POSITION TITLE: | MEDICAL PROVIDER | | 3. Position Desc. No. 3445 |
| | 4. DEPARTMENT: COMMONWEALTH HEALTHCARE CORPORATION | 5. Division/Unit/Section: MEDICAL STAFF | | |

| | | | |
|---|---------------------------|----------------|----------------------------------|
| B. CLASSIFICATION <i>(To be completed by Human Resources)</i> | 1. CLASSIFICATION ACTION: | 2. CLASS CODE: | 3. PAY LEVEL: UNGRADED |
| | 4. ALLOCATION BY: | 5. INITIAL: | 6. DATE: |

C. DUTIES AND RESPONSIBILITIES
The description of this position must include an introductory statement and a detailed information of the major duties and job summary.

NATURE OF WORK:

Under the general supervision of the Chairperson of the Department of Internal Medicine, who is accountable to the Director of Medical Affairs and the Chief of Staff. The physician performs a wide variety of work in his/her specialty and capacity as a member of the Medical Staff as outlined below.

DUTIES AND RESPONSIBILITIES:

- *Provides medical care for patients at CHC*
 - a) *In-patient Care Services of medical patients admitted to the Med-Surg Ward, Telemetry, and ICU, which have hemodynamic monitoring (e.g. Swan-Ganz catheter, arterial line) and mechanical ventilation capability.*
 - b) *Hospital On-Call Services in rotation with staff internists.*
 - c) *Internal Medicine consultation on other inpatient services (such as Surgery, OB/GYN) and Emergency Room patients.*
- *Provide special services (consultation, procedures) in the capacity of an Infectious Disease Consultation staff person.*

- Provide services in Tuberculosis and Hansen's disease clinic at the CHC Public Health Division.
- Provide services in Internal Medicine to other islands (Tinian and Rota) occasionally if needed.
- Daytime hospitalist shift officially begins at 8AM. Reporting close to that time is mandatory – reporting earlier than 8AM for patient care reasons may be necessary.
- Daytime hospitalist shift ends at 4PM for purposes of taking admissions from the ER, but a hospitalist on daytime shift is expected to continue work beyond 4PM to make all reasonable efforts to stabilize unstable patients prior to leaving the hospital – if those efforts are made and patients remain potentially tenuous clinically, then phone contact with the night call hospitalist must be made to discuss the patient care plan.
- Night call officially begins at 4PM. When on night call, must be available to report to CHCC at 4PM if called by the hospital.
- Notes on patients that being seen in the hospital must be written at least daily at the minimum.
- Notes on patients are expected to have complete and up to date assessments and plans.
- Results of studies that have been ordered on hospitalized patients should be actively pursued (e.g.; calling Guam Radiology Consultants for radiology reports or actively obtaining preliminary reports of echocardiograms from the CHCC echocardiogram technician or actively pursuing needed culture results from the lab, etc.) and the results of those studies should be charted as soon as those results can be obtained.
- Sign outs of patient information to other physicians must be up to date and include all patients under the physician's care.
- All necessary requirements for referrals off-island must be submitted as soon as the decision to refer is made. Such a decision often necessitates contacting physicians off-island for advice on the necessity of the possible referral and obtaining the off-island physician's consent for receiving the referral. Those contacts should be actively pursued and those efforts should be continued until such contact is made and the referral issues are resolved.
- When a patient referral requires an MD to be part of the transport team, must be available for such patient referral transports at any time.
- Participation in any activities outside of CHCC during daytime working hours is not allowed.

(For additional space, use and attach plain bond paper)

For completion, see page 2

D. TYPE OF SUPERVISION

1. Identify the position of the immediate supervisor over this position by:
Official class title: Department Chair of Internal Medicine Pay Level: UNGRADED and P. D. # _____
2. Does this position have an assigned responsibility to supervise the work of other employees? YES NO
If yes, how many? _____ and list the Name(s), official class title(s), pay level(s) and P.D. #(s) for each employee who reports to the incumbent of this position or attach an organizational chart showing this information.

E. NATURE OF DUTIES AND RESPONSIBILITIES

1. What duty or duties do you consider the most difficult part of this position?
 - Diagnosis and treating at patients complaints writing prescriptions
 - Ordering special tests and Investigations
 - Participating in medical staff committees and Quality Assurance activities

F. MINIMUM QUALIFICATION REQUIREMENTS/EDUCATION/EXPERIENCE, ETC.

- Degree of Doctor of Medicine or an equivalent degree resulting from a course of education in medicine or osteopathic medicine. The degree must have been obtained from an accredited school of medicine or osteopathy.

- Current, full and unrestricted license to practice medicine or surgery in the Commonwealth of the Northern Mariana Islands.
- Completion of residency training, or its equivalent, in an accredited core specialty training program leading to eligibility for board certification. Board certification in core specialty is preferred.
- Superior analytical and reasoning skills, demonstrated ability to manage organizational change, and demonstrated high level communication skills including:
 - Interpersonal • Negotiation • Cultural sensitivity / responsiveness • Representation • Consultation • Liaison
- Excellent proficiency in spoken and written English.
- The physical requirements for this position may include the following tasks which may be performed intermittently: moderate lifting (up to 40 lbs.); walking (up to 6 hours); Standing (up to 2 hours).

G. CERTIFICATION

1. This is a complete and accurate description of the duties and responsibilities of my position.

_____ Date
(Signature of Employee)

2. This is a complete and accurate description of the duties and responsibilities of this position

_____ Date
(Signature of Immediate Supervisor)
 Title: **Department Chair of Internal Medicine**

3. Certification by Department Head, Division Chief or other Management Official:

_____ **Chief Executive Officer** _____
(Signature Over Printed Name of Reviewing Official) Title Date

Distribution: One copy each – Employee ● Assigned Department ● HR

EXHIBIT B: COMPENSATION AND BENEFITS

B.1. Base Compensation. Beginning on the Start Date and for the remainder of the Initial Term of this Agreement, CHCC shall pay Medical Provider compensation at the annual base rate of "SALARY" Dollars (\$ _____) "Base Compensation" for all regularly scheduled and on call hours. Base Compensation shall be paid in accordance with CHCC's standard payroll practices, subject to all applicable federal, state and local withholding and payroll tax requirements.

B.2 Signing Bonus. CHCC shall pay to Medical Provider a signing bonus in the aggregate amount not to exceed Ten Thousand and No/100 Dollars (\$10,000.00) (the "Signing Bonus"). The Signing Bonus is for the *initial term only* and will not be given for renewals of contracts. CHCC shall pay this bonus within 30 days of the Medical Provider's start date. The Signing Bonus shall be paid in accordance with CHCC's standard payroll practices, subject to all applicable federal, state and local withholding and payroll tax requirements. At the end of the calendar year in which the Signing Bonus (or any portion thereof) is paid, CHCC shall include the amount of the Signing Bonus paid (or any portion thereof) on Medical Provider's W 2. Medical Provider shall be solely responsible for all federal, state and local income tax liabilities for amounts paid under this Section.

If this Agreement is terminated for any reason prior to the end of the Initial Term, Medical Provider shall repay to CHCC the entire Signing Bonus paid by CHCC under this Section. Medical Provider explicitly agrees and authorizes CHCC to withhold from any compensation (e.g., Base Compensation, unused annual leave) that may be due to Medical Provider in an amount necessary to satisfy any obligation of Medical Provider to make repayment to CHCC for amounts owed CHCC, including without limit, any repayment obligation related to the signing bonus CHCC.

B.3 Tinian and Rota Hardship Allowance. If you are assigned to Rotan or Tinian full time, you will receive a \$5,000 Hardship Allowance each year within 30 days of commencement of the year to be spent in Rota or Tinian.

B.4 Relocation. CHCC will cover flight costs for the provider only. You have the option of purchasing a ticket from your place of recruitment to Saipan, which will be reimbursed up to an amount as determined by the CHCC Travel Section to be the cheapest available economy fare for that route in that time period, or CHCC will purchase the ticket for you. Upon completion of two-year contract, repatriation with a return one-way economy airline ticket will be provided by CHCC to place of recruitment or home of record if requested within six (6) months after expiration of contract. After six months expiration of the contract, the repatriation benefit is considered waived if not requested. If you choose to terminate the two-year agreement prior to completion, the repatriation benefit has not been earned and will not be provided to you.

B.5 Benefits. Except as modified below, Medical Provider shall be eligible to receive all standard CHCC benefits for employed Medical Providers, subject to all eligibility and contribution requirements and other conditions included in the policies, plans and programs.

- **CME:** You are eligible for up to 5 days of paid leave for pursuing continuing medical education (CME). CME must be approved by the Chief Medical Officer and pertinent for CHCC or required for licensure. There is no payment for registration or travel. The CME benefit must be used no less than 6 months prior to the end of the contract. CME leave time is not payable should you not elect to use this benefit;
- **Health and Life Group Insurance:** Cost-sharing per corporate policies. AETNA Global is the current health insurance provider for CHCC employees. Life insurance is provided through IAC;
- **Leave Benefits:** You are eligible to accrue 8 hours of annual leave, and 4 hours of sick leave per pay period. Annual leave shall be used during the contract term and not immediately prior to expiration of the contract

unless due to necessity for CHCC and with the approval of the Chief Medical Officer. Any annual leave hours in excess of 360 on January 1 of each year shall be converted to Sick Leave in accordance with Corporate policy.

- **Retirement:** You will be eligible to participate in the voluntary 401a retirement option through ASC Trust Corporation.

B.6 Employee Health Screening Reimbursement: CHCC will reimburse you up to \$250.00 upon receiving receipts for the following labs and imaging tests within 30 days after arrival:

- 1) Drug testing.
- 2) Evaluation for tuberculosis through one of two ways:
 - a. Through an interferon-gamma release assay (IGRA) blood test and, if positive, then a chest x-ray within one month of start date to rule out active TB disease.

EXHIBIT C: SPECIAL TERMS AND CONDITIONS

REPATRIATION: For Physicians who have previously earned repatriation for a spouse and dependents through completion of a contract (most but not all of whom had his or her original contract prior to Fiscal Year 2020), repatriation with a return one-way economy airline ticket will be provided by CHCC for the provider and his or her spouse and / or dependents to the place of recruitment or home of record if requested within six (6) months after expiration of contract. The Physician will be consulted on the dates and routing of the tickets. The Physician may elect to purchase different tickets with the maximum allowable reimbursement being what the CHCC Travel Office finds to be the lowest priced economy one-way airline ticket to the place of recruitment or home of record.

LOCUM TENENS POSITION: A Physician hired for a *locum tenens* position will be provided with an apartment or hotel room and a rental vehicle for the duration of the Agreement while actively employed at CHCC. Only the Physician will be provided a one-way economy airline expatriation ticket to Saipan; airline tickets will not be provided for any spouses or dependents. If the Physician completes the entire time contracted, he or she will be provided a return one-way economy airline repatriation ticket from Saipan to the place of recruitment or home of record; airline tickets will not be provided for any spouses or dependents.