

2021 - 2022 Academic Year

Resident Handbook



SOUTHWEST COLLEGE OF NATUROPATHIC MEDICINE & HEALTH SCIENCES

RESIDENT HANDBOOK

2021-2022

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RESIDENCY PROGRAM OVERVIEW: A GLANCE AT THE YEAR AHEAD

- Mandatories/Trainings
 - OSHA/HIPPA/Hand Washing/First Aid/FERPA/Harassment
- ACLS Training
- Educational Talks: Vendors, Cases, Journal Club, Guest Speakers etc.
- Calendar of the Year's Events
- Break Rotations
- Medical Center Tours
 - Tours given twice a year to incoming clinical students (virtual delivery)
- Marketing events
- Journal Club
 - Quarterly journal presentations
- Resident Appreciation Events
 - Last week of each quarter depending on social distancing recommendations
- Research Night
- License Renewal
 - December and July
- Committee participation
- One-on-One meetings
- Resident Graduation

STANDARDS OF CONDUCT: EXPECTATIONS

- **Professional Communication:**
 - SCNM Outlook must be used throughout the program year.
 - Outlook calendar must always be up to date, including rotation times and committee meetings, etc.
 - You are responsible for responding to emails in a timely manner, within 24 hours.
- **Marketing Rules:**
 - Residents must use the SCNM email with the approved medical center signature
- **Moonlighting Approval:**
 - SCNM does not prohibit employees from engaging in outside work or holding other jobs, subject to certain restrictions as outlined below. Activities and conduct away from the job must not compete with, conflict with or compromise SCNM's interests or adversely affect job performance and the ability to fulfill all job responsibilities. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. SCNM will hold all employees to the same standards of performance and scheduling demands and cannot make exceptions for employees who also hold outside jobs. If employees have any question whether a situation is a conflict of interest, employees should discuss the matter with their supervisor. Potential conflicts should be reported to HR.
 - All outside employment must be approved by the Residency Director. Please return the appropriate employment disclosure form.
- **Coming to the Residency Director with Concerns, Ideas for Improvements, etc.**
 - The Residency Director is available at all times to each resident.
 - If there are concerns that need to be discussed, notify the residency director so a meeting can be scheduled promptly.
- **Vacation Days:**
 - Only two residents are permitted to take vacation at a time to prevent gaps in patient care and coverage.
 - Vacation hours must be submitted anytime that there is an expectation to work.
 - The human resource representatives can aid in logging into ADP.
- **Time-Off Requests (TOR):**
 - Residents must complete a TOR form two weeks prior to schedule vacation day.
 - Residents will have attending physicians sign a TOR.
- **Rotation Covering Expectations:**

- Approval must be obtained from the attending prior to blocking off patient appointment slots.

ORIENTATION MATERIALS

Resident Orientation Checklist

	Tasks	Details
1	Meeting with HR	Discuss and review Benefits package Vacation/Sick Days Payroll Notices I-9 IT New Hire paperwork Drug screen Get form from HR - must see HR and receive screen within a certain time frame
2	Meeting with IT	Activate and print new badge Assign resident computer with Mac Rep Set up email in Outlook
3	Meeting with Marketing	Discuss additions to the resident website Fill out resident bios Add professional photo and short introduction
4	Meeting with PSR manager	Assign 4-hour private rotation Get eCW log-in and any needed additional training in EMR Discuss PSR department Get mailbox in the medical center
5	Annual TB testing	To be completed at Banner Occupational Health Pick up form from HR prior to making an appointment/walking in
6	Assign first year resident on-call schedule	Discuss holidays and vacation days Review on-call policy and procedure Discuss hypothetical scenarios
7	Finalize fall quarter schedule	First years: 6 rotations Second years: 5 rotations, 1 offsite Meeting time Tuesday 10:00am-11:00am weekly; didactic meetings Friday 12:00pm-2:00pm
8	Sign contracts	Discuss CE funds Discuss vacation and sick time Review resident handbook
9	Shadow rotations during orientation week	
10	Other meetings to set up throughout the quarter	Laboratory to discuss ordering procedures Equipment check-out

11	Meet with Senior Physicians	Fill out expectations and goals forms
12	Complete Mandatories	OSHA/HIPPA/Hand Washing/First Aid
13	Needle safety	Review needle safety and stick procedures

ROTATION EXPECTATIONS:

- Assigning students to patients
- **CSDS (Clinical Skills Development Session)**
- When to Refer and How
 - **Clinical Skills Development Session Referrals**
 - Faculty informs the student of the referral verbally
 - Faculty sends referral form to SP Coordinator by email or in person
 - Student will be notified by SP Coordinator of the CSDS dates and times
 - The form is available on MySCNM under Faculty Resources

Student/Patient Assignments

For those rotations where the residents assign students, feel free to use the following table:

Patients	Primary Students	Secondary Students	ECW Status	Recap CC	Labs Pending	Notes

*When assigning students to patients please consider cases best fit for student's clinical growth.

RESIDENT RIGHTS AND RESPONSIBILITIES

Residency Completion

Each Resident must direct a transition of his or her clinical responsibilities to ensure smooth continuity of patient care. Approximately two months prior to the Resident's end-date, s/he will obtain a list of his or her patients from the Patient Services Manager. The Resident will create a letter outlining the transition plan, including to whom the patient's care will be transferred. The resident will communicate with the Physician(s) to whom care is being transferred any relevant information about the patient's case. Transition visits, with both Physicians present with the patient are to be done if at all

possible. One week prior to his or her end-date, the Resident will meet with the Residency Director for his or her final Summative Evaluation. During this time-frame, the Resident will also meet with Human Resources to communicate any address change and for an exit interview. The Resident will turn in any property of SCNM prior to departure.

The Residency Program culminates with a Graduation Event where Faculty and Staff celebrate with the Residents their achievement. SCNM Residency Certificates will be presented.

A CNME certificate must be obtained with three months of the residency program ending. Processing fee due to the CNME is \$150.

Break Week Rotations:

- Residents are expected to have their private rotations open during break weeks.
- Residents may be expected to be onsite 40 hour per week during break.

WORKLOAD

The SCNM Residency Program provides its residents with a workload that balances learning, mentorship, research and clinical practice. Examples of specific resident activities are provided:

Didactic Education and Scholarly Activity – 15% time (approximately 24 hours/month)

1. Weekly Resident Meetings
2. Journal Club
3. Didactic Offerings (e.g., guest speakers)
4. Scholarly Time (e.g., case review)
5. Continuing Medical Education

Teaching – 0 – 5% time (approximately 16 hours/month)

1. Gynecological Lab
2. Clinical Practice Skills Lab (CLPR)

Clinical Practice– 70% (approximately 112 hours/month)

1. Medical Center and Pain Relief Center Rotations
2. Off-Site Rotations
3. Community Health Clinic Rotations
4. Private Rotations

Research – 10% time (approximately 16 hours/month)

1. Departmental Research Projects
2. Clinical Outcomes Research
3. Case Presentations

Community Service – 0.02% time (approximately 2 hours/month)

1. Admissions Events
2. Marketing Events
3. Public Health Events

Additional Activities

1. ACLS/BLS Training and Certification
2. Employee Biometric Screening
3. Proctoring Midterm and Final Laboratory Examinations – ≤10 hours a quarter
4. Volunteer Work

PGY-1 Schedule

Activity	Hours per Week	Total hrs per Week	Percentage of Time
Onsite & Extended Site Rotations	Five - 4 hour rotations	20	50%
Off-Site Rotations	One - 4 hour rotation	4	10%
Scholarly Activity	One - 4 hour rotation	4	10%
Didactic Learning	One - 2 hour a week	2	5%
Research	One - 4 hour	4	10%
Meeting	One - 2 hour	2	5%
Private Rotation	One - 4 hour	4	10%
Total		40 hours	100%

PGY-2 AND PGY-3 WORKLOAD VARIANCE

Second- and third-year residents supervise students and patients independently. Residents run student clerkships only at the SCNM Medical Center where there is always support by senior physicians. Residents are encouraged to discuss cases with other physicians if support is needed. Similar to clinical faculty, prep time for rotations is calculated their respective workload.

PGY-2 Schedule

Activity	Number – Hours per week	Total per week	Percentage of time
Onsite & Extended Site Rotations	Three - 4 hour rotations	12	30%
Supervising student clerkship	One - 4 hour rotation	4	10%
Prep time for clerkship	One - 4 hour	4	10%

Off-site Rotations	One - 4 hour rotation	4	10%
Scholarly activity	One - 4 hour rotation	4	10%
Didactic learning	One - 2 hour a week	2	5%
Research	One - 4 hour	4	10%
Meeting	One - 2 hour	2	5%
Private Rotation	One - 4 hour	4	10%
Total		40 hours	100%

On Call Shift Coverage Times

- Residents will be assigned blocks of time each week where they are required to be present if coverage is needed. Residents may be asked to assist in coverage outside of this assigned time.

Extra Workload

- If the resident participates in activities where there is extra compensation awarded, this will not be included in their workload.

Beginning and End Quarter Paperwork Deadlines

- Beginning quarter paperwork is due on the Tuesday of Week 2 of each quarter.
- End quarter paperwork is due the Friday of Break Week 1.
- It is strongly encouraged to meet with physicians and Residency Director for a mid-quarter evaluation.

Marketing for Private Patients

- Work with the SCNM marketing and PSR teams to increase private patient volumes.

Resident Meeting Outlines

- Assign rotation coverage
- Discuss any logistical questions or concerns
- Discuss any operational items
- “Share What You’ve Learned” – discuss cases, CE presentations, etc.

Resident 20 Things to Complete Prior to Program End

Each quarter you will be expected to pick five items from the following list:

- Attend a SCNM Board Meeting
- Attend an AZ Board meeting
- Attend Banner Grand Rounds
- Participate in Discovery Day
- Medicinary Rotation – Meet with patients, make referrals to the MC/PRC
- Group Talks

7. Creating Videos for Marketing
8. Submit a blog to Marketing
9. Teaching/TA'ing
10. Admissions talk or event
11. Journal Club presentation
12. Discuss with the group a difficult conversation with a student or patient and how that was handled
13. Sharing with the cohort what was learned at a conference
14. Participate in new students interviews with admissions
15. Proctor an exam through CLPR
16. Participate in SCNM Committee
17. Planting the medicinal garden
18. Other approved activity

Rotation Requirements

Each first-year resident must rotate through the following rotations prior to the program end.

1. Pediatrics
2. Women's Health
3. IV Shift
4. Oncology
5. General Medicine - 8 shifts

FACULTY MENTOR TASKFORCE

The Duties and Responsibilities of the FACULTY MENTOR TASKFORCE are the Following:

1. The Taskforce or approved representative will meet with the resident based on the following schedule:
 - a. During the initial quarter, the Taskforce or approved representative will meet with the resident at least once a week.
 - b. During succeeding quarters, the Taskforce or approved representative will meet with the resident at least once monthly.
2. The Taskforce or approved representative will perform any or all of the following tasks during each scheduled meeting with the resident:
 - a. Review and discuss clinical cases for differential diagnosis, treatment and management.
 - b. Conduct a random chart review of cases with the potential to do the following:
 - i. The Taskforce or approved representative may demonstrate to the resident how to review and evaluate students' charts.

- ii. The Taskforce or approved representative may critique charts that were signed off by the resident.
 - iii. Discuss with the resident at least once quarterly, patients seen during the resident's private shift.
 - iv. Discuss students currently being supervised by the resident.
 - v. Guide and support the resident during the preparation of cases that will be presented in resident meetings.
 - ii. Guide and support the resident during the selection and preparation of journals that will be presented in the Journal Club.
 - iii. Consult and advise the resident regarding student supervisory concerns.
 - iv. Be available for counseling regarding personal concerns as desired by the resident.
- 3. The Taskforce or approved representative will monitor the progress and development of the clinical educational skills of the resident by advising and discussing with the residents the results of the quarterly student evaluation.
- 4. The Taskforce or approved representative will submit the Year-End Faculty Mentor Evaluation of the Resident.
- 5. The following are expectations of the resident during faculty mentor meetings:
 - a. Have meetings with the Taskforce or approved representative based on the aforementioned schedule.
 - b. Present clinical cases for review of differential diagnosis, treatment and management.
 - c. Participate in chart reviews with the faculty mentor.
 - d. Provide a brief update on individual students that the resident currently supervising
 - e. Bring a draft of the case to be presented in a resident meeting.
 - f. Consult regarding student supervisory concerns.
 - g. Discuss personal concerns whenever the resident deems the situation as appropriate.

RESIDENT ON CALL CELL PHONE

Procedure:

1. Resident on-call will check the on-call phone at start of each on-call period by using the messaging system to call himself/herself.
2. When a call is received, the resident will immediately call to retrieve the message.
3. The resident will call the patient back and handle the call.
4. Emergent calls will be referred to 911.
5. All other calls will be addressed in the appropriate manor.
6. Patients will be instructed on when to follow up with their practitioner.
7. All calls will be documented in the patient's triage note.
8. The patient's primary on-site physician will be notified of the call at an appropriate hour.

9. As needed, the resident will consult with their mentor, the residency director, a senior resident or the on-site physician with questions as to how handle a call.
10. The on-call cell phone will be carried at all times while the resident is on call. The resident is expected to return all calls even during business hours.
11. Failure of the resident to return a call or properly handle a call will be reviewed by the residency director and may result in the resident being written up.
12. The resident will not be under the influence of any substance or drug while on call.
13. The resident will ensure the on-call phone is charged and volume on at all times. Any problems with the on-call phone are to be brought to the Director of Clinical Operations immediately.

ON-CALL PHONE ROTATIONS

On-Call Phone Schedule Policy

The on-call schedule will require the resident to be on call for the medical center approximately one week per month. This schedule may vary based upon Medical Center need. The resident on-call will pick up the cell phone on Friday and be on-call until the following Friday.

On-call coverage is defined as being available by cell phone 24 hours a day for the seven days of the call week. It is important to note that the on-call resident must maintain a zero Blood Alcohol Content, not use any mind-altering substances or illegal drugs, stay within cell phone range and return any cell phone call within thirty minutes.

Holiday Phone On-Call Schedule

There are six paid Holidays per year. Holiday on-call will be divided among the residents in an equitable fashion. Residents are expected to take Holiday calls in addition to the regular call schedule. Holiday requests are granted on a first come first serve basis.

Deleting Messages from the On-Call Phone:

At any phone in the clinic, you call 63000, which will prompt you with some words. At any time, you may dial *1151, which will ask for a password. Press the # key to listen to the messages. It may take a while, but you may dial 9 to delete the message(s). Alternatively, you can bypass the message by just dialing 9.

Extra On-Call Potential Issues:

- When is it appropriate to refill a medication for another provider's patient:
 - Urgent or chronic medications i.e., thyroid hormone, HTN medications, asthma management medications, etc.
- Respond to all calls in a timely manner

- If you are unable to reach the attending physician in an appropriate time, contact the residency director or staff physician(s).

EVALUATIONS AND REVIEWS

At the start of each quarter, the residents are expected to complete an expectations and learning goals form for each rotation. These documents are reviewed with the attending physician and establishes realistic learning goals and expectations for the quarter. At the end of the rotation the evaluation and learning goals are reviewed to determine if the desired competencies have been attained. These performance evaluations are rotation-dependent, and often reflect specific outcomes related to particular patient populations or modalities. It is expected that the evaluations are reviewed in a meeting between the resident and the attending physician.

COMPETENCIES

Competencies will be created to ensure that each resident has a well-rounded general medicine program year.

JOB DESCRIPTION

Job Duties and Responsibilities:

Maintain a positive work environment by conducting oneself and communicating in a manner that is conducive to promoting an atmosphere of cooperation with students, patients, peers, faculty and administration.

- Comply with all policies and procedures of Southwest College of Naturopathic Medicine (SCNM) and the Southwest Naturopathic Medical Center (SNMC).
- Provide direct patient care on student and/or private rotations each quarter at SNMC.
- Seek consultation with a clinical faculty member as appropriate after each patient visit on a student rotation concerning history, clinical findings, treatment protocols, and follow-up.
- Refer patients appropriately to other healthcare professionals as necessary, always protecting the best interests of the patient.
- Maintain current CPR certification, and any other training deemed necessary by the Residency Director.
- Know and follow all OSHA guidelines for infection control and safety in the workplace consistently and be currently certified in OSHA standards.
- Maintain current HIPAA training. Maintain confidentiality of patient records and information at all times.
- Act as on-call physician for SNMC by carrying the on-call cell phone on a rotating basis as assigned by the Residency Director.
- Intern with assigned community clinics.

- Attend off-site rotations in emergency medicine, dermatology, rheumatology, oncology, internal medicine and gynecology at private medical practices or in the community health setting as facilitated by Residency Director.
- Provide coverage as needed for clinical supervisors when absent or unable to supervise their clinical rotations at SNMC.
- Rotate with on-site Clinical Faculty members during their private rotations, further enhancing the educational experience and the mentoring relationship.
- Participate in Grand Rounds, Journal Club, etc. at SNMC and SCNM with the other interns, students, and clinical faculty members
- Act as instructors/Teaching Assistants for Physical Diagnosis and other labs at SCNM under the supervision of the Faculty member(s).
- Attend/supervise marketing events to promote SCNM/SNMC as scheduled (e.g., health fairs, open houses, expos, etc.)
- Participate in at least one committee at SCNM or SNMC.
- Exercise professional standards of dress and conduct while performing the responsibilities of resident
 - Other duties as assigned.

Qualifications and Requirements:

One of the following:

- a. Graduate of a naturopathic medical college or program that is accredited by or has candidate status with the CNME.
- b. A Doctor of Naturopathic medicine that has a full and unrestricted license to practice naturopathic medicine in a U.S. licensing jurisdiction.
2. Licensed in Arizona as a naturopathic physician.
3. Maintain active membership in Arizona Naturopathic Medical Association (AzNMA)
4. Maintain active membership in American Association of Naturopathic Physicians (AANP)
5. Maintain CME as required by Naturopathic Physicians Board of Medical Examiners (NPBOMEX)
6. Good entry level skills in naturopathic diagnosis and therapeutics.
7. Desire to contribute to the educational program at SCNM and SNMC.
8. Additional desired qualifications include demonstrated teaching ability, leadership skills, aptitude for research, and demonstrated ability to work well in diverse groups.
9. Physical Requirements:
 - a. Ability to perform light to heavy work which includes lifting and positioning of patients
 - b. For patients weighing greater than 50 pounds, it is expected that the resident will request assistance from a co-worker for lifting or transferring the patient.

- c. Ability to stand/walk 8-12 hours per day.
- d. Ability to frequently bend, twist, reach, stoop, kneel and squat.
- e. Good visual acuity is required for computer work and patient assessments, treatments, and evaluation of care.
- f. Good hearing is required for accurate patient assessment.
- g. Employees within this job classification will have exposure to bloodborne pathogens or other potentially infectious material and/or hazardous chemicals/waste.

Education: Must be a graduate with a Naturopathic Doctor degree from a college or university that has been accredited or has been granted accreditation status by the Council for Naturopathic Medical Education or its equivalent.

Skills, Knowledge and Abilities: Must have passed board exams required for licensure in the State of Arizona, as well as the "Add-on Examinations" of Homeopathy, Acupuncture, and Minor Surgery.'

EMPLOYEE AGREEMENT

EMPLOYMENT AGREEMENT

First Year Resident

This Employment Agreement (this "Agreement") is made effective as of Click or tap to enter a date.by and between Southwest College of Naturopathic Medicine and Health Sciences Center ("SCNM"), of 2140 E. Broadway Road, Tempe, Arizona, 85282 and Southwest Naturopathic Medical Center ("SCNM MC") of 2164 E. Broadway Tempe, AZ 85282

A. SCNM/SCNM MC is engaged in the business of extensive training of medical students to become Naturopathic Physicians. PGY1 Resident will primarily perform the job duties at the following location(s): 2140 E. Broadway Road, Tempe, Arizona 85282 and/or 2164 E. Broadway, Tempe, AZ 85282

B. SCNM/SCNM MC desires to have the services of PGY1 Resident.

C. PGY1 Resident desires to be employed by SCNM/SCNM MC.

Therefore, the parties agree as follows:

1. EMPLOYMENT. SCNM/SCNM MC shall employ PGY1 Resident shall provide to SCNM/SCNM MC the services described on the attached **Job Description**, which is made a part of this Agreement by this reference. PGY1 Resident accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of SCNM/SCNM MC and SCNM/SCNM MC's supervisory personnel. PGY1 Resident shall perform said duties in-person and on-site at any SCNM clinic. PGY1 Resident shall also perform (i) such other duties as are customarily performed by an employee in a similar position, and (ii) such other and unrelated services and duties as may be assigned to PGY1 Resident from time to time by SCNM/SCNM MC.

2. BEST EFFORTS OF EMPLOYEE. PGY1 Resident agrees to perform faithfully, industriously, and to the best of Resident's ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of SCNM/SCNM MC. Such duties shall be provided at such place(s) as the needs, business, or opportunities of SCNM/SCNM MC may require from time to time. Although SCNM does not prohibit outside activities, any outside employment must be performed in conjunction with SCNM or on the SCNM premises. All outside clinical activities must have approval from the Residency Director.

3. COMPENSATION OF EMPLOYEE. As compensation for the services provided by PGY1 Resident under this Agreement, SCNM/SCNM MC will pay the PGY1 Resident a salary of \$_____per pay period which is customarily payable on Friday of every other week. Annual compensation may increase on the basis of merit increases that become available to employees from time to time. Letters describing annual salary adjustments and administrative or other additional compensation will be appended to this contract and copies provided to the employee. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that PGY1 Resident shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which PGY1 Resident has not yet been paid, and for any additional payments due the PGY1 Resident in accordance with SCNM/SCNM MC's customary procedures, if applicable. Accrued vacation will be paid in accordance with state law and SCNM/SCNM MC's customary procedures. This section of the Agreement is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

4. EXPENSE REIMBURSEMENT. SCNM/SCNM MC will reimburse PGY1 Resident for "out-of-pocket" expenses incurred by PGY1 Resident, with approval of the Residency Director, in accordance with SCNM/SCNM MC's policies in effect from time to time.

5. RESIDENT RESPONSIBILITY. The CNME requires at the completion of residency program that an application for a CNME Postdoctoral Naturopathic Medical Education Certificate from the Executive Director of CNME be submitted. The resident will be responsible to submit the application and the cost of this certificate.

6. BENEFIT PROGRAMS. PGY1 Resident shall be entitled to participate in SCNM/SCNM MC's health, benefit, and welfare plans offered by SCNM/SCNM MC as they may be amended from time to time to the same extent as faculty members generally.

7. RECOMMENDATIONS FOR IMPROVING OPERATIONS. PGY1 Resident shall provide SCNM/SCNM MC with all information, suggestions, and recommendations regarding SCNM/SCNM MC's business, of which PGY1 Resident has knowledge that will be of benefit to SCNM/SCNM MC.

8. TERM/TERMINATION. PGY1 Resident's employment under this Agreement shall be until Click or tap to enter a date. Unless terminated earlier in accordance with this Agreement. PGY1 Resident's employment and this Agreement may be terminated by SCNM/SCNM MC upon 90 days written notice. SCNM/SCNM MC, in its sole and absolute discretion, may compensate PGY1 Resident for any portion of the 90-day notice period in lieu of having PGY1 Resident continue to provide services for SCNM/SCNM MC during any portion of the notice period. PGY1 Resident may terminate employment and this Agreement upon 60 days written notice to SCNM/SCNM

MC. SCNM/SCNM MC may terminate PGY1 Resident's employment and this Agreement for "cause" immediately and with compensation to PGY1 Resident only to the date of such termination. "Cause" for the basis for immediate termination includes the following: (1) nonperformance or unsatisfactory performance of assigned duties or breach of any other provision of this Agreement; (2) violation of College rules, policies, and/or procedures; (3) actual or threatened violence or harassment against staff, students, or patients; (4) commission of an act of theft, fraud or dishonesty; or (5) conviction of a felony offense. In the event of unsatisfactory performance, a plan of remediation will be developed by the Director of Post-Graduate Education to assist the PGY1 Resident in improving performance. A reasonable time period will be allowed for remediation. If remediation fails, the PGY1 resident will be terminated for cause.

9. COMPLIANCE WITH EMPLOYER'S RULES. PGY1 Resident agrees to comply with all of the rules and regulations of SCNM/SCNM MC, including, but not limited to, the Faculty Handbook, the Staff Handbook (where applicable) and be familiar with the SCNM/SCNM MC Student Handbook and SCNM MC Student Clinical Handbook as amended from time to time.

10. RETURN OF PROPERTY. Upon termination of this Agreement, PGY1 Resident shall deliver to SCNM/SCNM MC all property, which is SCNM/SCNM MC's property or related to SCNM/SCNM MC's business (including keys, records, notes, data, memoranda, models, computers, and equipment) that is in PGY1 Resident's possession or under PGY1 Resident's control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by PGY1 Resident.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

Southwest College of Naturopathic Medicine and Health Sciences
2140 E. Broadway Road
Tempe, Arizona 85282

Employee:

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Arizona.

AGREED TO AND ACCEPTED.

EMPLOYER:

MEDICAL CENTER INFORMATION

Required Meetings and Committee Membership

Residents are required to attend weekly resident meetings, quarterly evaluation meetings, regularly scheduled mentor meetings, all employee meetings, and the monthly Clinical Faculty meetings. Additionally, each resident is required to maintain membership on at least one committee.

EMPLOYEE HANDBOOK

Can be found and downloaded from MySCNM: Campus Life – Human Resources

PAID TIME OFF AND SICK DAYS

See employee handbook. Please request time off as early as possible. Time off may be denied if there is not sufficient support in the medical center at time of requested absence.

OTHER RESOURCES

Can be located in the SCNM Residency Department Channel on the Clinic Teams page.

EMPLOYEE DIRECTORY AND ORGANIZATIONAL CHART

Can be located on MySCNM and the Clinic Teams page.

APPENDIX ITEMS

Example SCNM Medical Center Tour Topics:

1. Waiting Room and Vitals Station:
 - a. Discuss HIPAA and patient privacy in these areas.
 - i. Patient paperwork, vitals numbers, etc. should not be left out in these areas.
 - ii. All patients will have their vitals taken in the exam room. Patients can be weighed at the vitals station and their height measured, but their blood pressure, temperature, and pulse ox will be taken in the exam room. Pulse ox machines are available with the medical assistants or PSR for check out.
2. Exam Rooms
 - a. Equipment and supplies orientation
 - b. Expiration dates on supplies
 - c. Needle safety (room 1-4 no needling)
 - iii. See form on MySCNM about needle safety
 - d. Secondaries help prepare the room and gather supplies. They allow the primary to obtain an intake and can speak when allowed by the primary.
 - e. Hydro suite - review equipment
 - iv. Linens, towel warmers
 - v. Dirty laundry is put into a bag and then put into the locker (not outside of it--emphasis this point)
 - f. Acupuncture rooms - review equipment
 - vi. Supplies
 - vii. Needle sweeper
3. Classroom:
 - a. Clinic handbook
 - viii. Professional dress
 - ix. White coat - to be worn at all times except in the classroom.
 - x. Attendances/absences
 - b. Rotation flow
 - xi. Patient preview/review/reporting
4. Classroom assignments outside of the rooms
 - a. Forms, resources--within the classroom.
5. Student lounge
 - a. Resources, books, papers, etc.
6. IV suite:
 - a. Crash cart location and how to open and report supplies
 - xii. AED location and instruction
 - b. MySCNM forms

7. Lab
 - a. Checking out supplies
 - b. Having patients pay lab fees first before checkout
 - c. Giving the lab insurance cards
8. Storage room
 - a. Get the key from the front desk
9. Medicinary/PRC
10. Helios
 - a. Moving patients into the room in examination progress
 - b. Entering vitals
 - c. Entering CPT and ICD codes
 - d. Entering treatment plan
11. General
 - a. Location of bathrooms, water, where to heat up food, etc.

SCNM Holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Resident Learning Plan - Per Rotation		
Resident:	Supervisor/Rotation:	Area of Emphasis:
Quarter/Year:	Academic Period:	Requested Shift:
Section I: Resident to choose 4 areas in which you would like to achieve during this rotation.		
I. Rate your level of comfort in these 4 areas <u>prior to the start of the rotation</u> (5=excellent and 1=poor)		
1		q1 q2 q3 q4 q5
2		q1 q2 q3 q4 q5
3		q1 q2 q3 q4 q5
4		q1 q2 q3 q4 q5
Section II: Resident and Program Supervisor complete this area together.		
II. Objectives Plan (Use your Self-Evaluation as a guide to outline how you plan to achieve the above goals)		
1.		
2.		
3.		
4.		
Section III: Resident Evaluate their Goal Achievement at the end of the Quarter		
II. Rate your level of comfort in these 4 areas at the <u>completion</u> of the rotation (5=excellent and 1=poor)		
1		q1 q2 q3 q4 q5
2		q1 q2 q3 q4 q5
3		q1 q2 q3 q4 q5
4		q1 q2 q3 q4 q5
Discussed with Supervisor:		
		Date:

Discussed with Residency Director:	
Resident Signature	Residency Director Signature:

Guidelines and Expectation for Physicians and Residents on Clerkships

The Supervising Physician Must:

- Meet with the resident during the first week of the quarter to review expectations including:
 - The roll the resident will play in assigning students to patients.
 - Expectations for correcting and approving student chart notes. Please note the residents will not approve chart notes for any patient case they were not directly involved in.
 - Expectations for resident supervision of students and when they are expected to make autonomous decisions.
 - Expectations for resident’s assignments outside of the scheduled clerkship time. Please note that activities outside of clerkship time cannot exceed 3 hours per clerkship.
 - Review the resident learning plan and set reasonable expectations for the resident as to their learning for each clerkship.
 - Set expectations for any down time on clerkship.
- Provide adequate feedback to the resident during clerkship.
- Meet with the residents mid-quarter to review and modify learning objectives.
- Provide written feedback to the resident via the summative evaluation form at the end of clerkship.
- Provide space for students to provide feedback to the resident via the student feedback form at the end of the clerkship.
- Adequately prepare a resident for the scheduled patients and students on clerkship when a resident is covering.
- Supervising physicians are expected to respond to resident questions in a timely and professional manner to best help their learning.

The Resident Shall be Expected To:

- Model good physician interactions and behavior for the student physicians and adhere to all SCNM guidelines.
- Perform all duties as assigned by their supervising physician within the guidelines provided above.
- Attend, be on time and be prepared for all clerkships including reviewed patient cases prior to clerkship.

RESIDENT EVALUATION REPORT

Resident:		Supervisor/Rotation:			
Quarter/Year:		Location :	p Clinic	q Extended Site:	
1 = Unsatisfactory	Well below expected level Additional work needed	4 = Very good 5 = Exceeds expectations		Area of particular strength Exceptional performance	
2 = Marginal	Satisfactory performance				
3 = Good					
Category: PRIMARY CARE					

1. Residents will demonstrate competency in basic medical skills commensurate with that of a first-year resident.

Knowledge Base (depth, up-to-date)	q1	q2	q3	q4	q5	qN/A
History & Physical Exam (focused, accurate and complete)	q1	q2	q3	q4	q5	qN/A
Problem formulation (well thought out, thorough)	q1	q2	q3	q4	q5	qN/A
Appropriate use of tests, therapies and referrals	q1	q2	q3	q4	q5	qN/A
Critical appraisal skills with evidence-based approach	q1	q2	q3	q4	q5	qN/A
Whole person care (integrates biological, psychological, social & cultural aspects)	q1	q2	q3	q4	q5	qN/A

2. Residents will display effective skills in the patient-physician relationship.

Effective communicator (rapport, empathy, clarity)	q1	q2	q3	q4	q5	qN/A
Maintains professionalism and respect for patient	q1	q2	q3	q4	q5	qN/A
Purposefully elicits and explores the patient's ideas, feelings, expectations and function (patient-centered)	q1	q2	q3	q4	q5	qN/A
Continuity of Care (commitment and follow-up)	q1	q2	q3	q4	q5	qN/A

3. Residents will demonstrate knowledge of nutritional interventions.

Effective use of therapeutic diets	q1	q2	q3	q4	q5	qN/A
Knowledge of the biochemistry of vitamins and minerals in deficiency states	q1	q2	q3	q4	q5	qN/A
Analysis of diet diary for the biochemical, nutritional, and hormonal influences	q1	q2	q3	q4	q5	qN/A
Analysis of supplement and food labels	q1	q2	q3	q4	q5	qN/A
Effective use of nutritional testing	q1	q2	q3	q4	q5	qN/A

4. Residents will demonstrate knowledge of botanical interventions.

Effective use of therapeutic botanical formulations	q1	q2	q3	q4	q5	qN/A
Knowledge of the properties of individual botanicals	q1	q2	q3	q4	q5	qN/A
Critical appraisal of botanical-drug interactions	q1	q2	q3	q4	q5	qN/A

Strengths:

Suggestions for Improvement:

Supervising Physician/Initials/Date:

Date:

5. Overall Evaluation

q Satisfactory Date: _____
 q Marginal Supervisor's Signature: _____
 q Unsatisfactory Supervisor's Name: _____

6. Resident's Comments:

Evaluation discussed with Supervisor: q Yes q No

Resident's Signature: _____

Date: _____

Resident Self Evaluation

Resident's Name: _____ Quarter/Date: _____

This evaluation process provides the residency administration with constructive feedback on the effectiveness of each in his or her role in teaching and supervising students, providing quality patient care, and monitors your clinical skills and development as your progress through your residency at SCNM.

Evaluate your Educational Skills - Students	Improvement (1 none/ 5 significant)					
	N/A:	1	2	3	4	5
• Observing Subjective Skills	q	q	q	q	q	q
• Effective Feedback on History Skills	q	q	q	q	q	q
• Observing Physical Exam Skills	q	q	q	q	q	q
• Effective Feedback on PE Skills	q	q	q	q	q	q
• Observing DDx Work UP	q	q	q	q	q	q
• Effective feedback on DDx Work Up	q	q	q	q	q	q
• Effective feedback on ordering indicated labs	q	q	q	q	q	q
• Effective feedback on analyzing lab results	q	q	q	q	q	q
• Guidance on developed treatment plans	q	q	q	q	q	q
• Effective treatments	q	q	q	q	q	q
• Guidance monitoring treatment/pt care	q	q	q	q	q	q
• Guidance adjusting treatment plans/ feedback	q	q	q	q	q	q

Evaluate your Clinical Skills - Private Patients	Improvement (1 none/ 5 significant)					
	N/A:	1	2	3	4	5
• History and Subjective Skills	q	q	q	q	q	q
• Physical Exam Skills	q	q	q	q	q	q
• Diagnostic Work Up	q	q	q	q	q	q
• Selecting indicated labs	q	q	q	q	q	q
• Selecting indicated imaging	q	q	q	q	q	q
• Developing initial treatment plans	q	q	q	q	q	q
• Explaining treatment rationale to pt	q	q	q	q	q	q
• Developing long term treatment plans	q	q	q	q	q	q
• Effective treatments	q	q	q	q	q	q
• Patient interpersonal skills	q	q	q	q	q	q
• Time management with and between patients	q	q	q	q	q	q
• Monitoring treatment/ long term pt care	q	q	q	q	q	q
• Guidance adjusting treatment plans/dose/sig	q	q	q	q	q	q
• Writing referral letter	q	q	q	q	q	q
• Calling specialist for consultation	q	q	q	q	q	q

Comments:

This evaluation has been reviewed with me. My signature only acknowledges that I have read this evaluation.

Resident's Signature:

Residency Director Signature:

Memorandum of Understanding – Private Medical Practice

This Memorandum of Understanding (“MOU”) is made and entered into by and between Southwest College of Naturopathic Medicine and Health Sciences, Inc., an Arizona non-profit corporation (“SCNM”) and _____. (“Doctor”)

ENGAGEMENT

Employment. SCNM agrees to employ Doctor (“Employment”), and Doctor accepts such Employment by SCNM, as a Doctor of Naturopathic Medicine providing medical services (the “Position”) in accordance with the terms and conditions of this MOU. Pre-Hire Requirements. Doctor’s Employment shall be subject to SCNM’s pre-hire and post-hire procedures applicable to all SCNM employees, including credentialing, background checks, physicals and drug screen tests.

TERM

Effective Date. The Effective Date of this MOU is _____.

DUTIES AND SERVICES

Duties. Doctor shall be responsible for providing the specific services, tasks and responsibilities set forth in Exhibit 3.1, attached hereto and incorporated herein by reference, which may be modified from time to time in writing by both parties. Doctor will report to the Senior Practice Manager at the SCNM Medical Center or designee.

Work Schedule. During the Term, Doctor agrees to patient care at a mutually agreed upon day/time, as set forth in Exhibit 3.2.

Professional Judgment of Doctor. Doctor shall exercise their professional judgment in accordance with all laws and standards (Item 3.8) in the furnishing and overseeing of services, care, treatment, and referral of patients.

Professional Judgment of Doctor. Doctor shall exercise their professional judgment in accordance with all laws and standards (Item 3.8) in the furnishing and overseeing of services, care, treatment, and referral of patients.

Location. Doctor shall perform Doctor’s duties at the SCNM Medical Center, located on the SCNM campus at 2164 E. Broadway Road, Tempe, AZ 85282.

Equipment. Doctor shall have reasonable access to existing medical equipment normally utilized in the provision of services to be provided.

Support Personnel. SCNM shall make available to Doctor the support personnel, including staff physicians, residents, students, front office and back office staff services reasonably appropriate to the Doctor’s position and duties.

Marketing Services. SCNM shall market its services, including Doctor’s services, as SCNM determines to be appropriate. Doctor agrees to participate in marketing efforts at the request of the SCNM and agrees to supplement existing professional marketing

materials with SCNM affiliation.

Doctor's Compliance with Laws and Standards. In performing the duties under this MOU, Doctor agrees to comply with:

- all applicable federal, state and local laws, ordinances and regulations, including, without limitation, those of the U.S. Department of Health and Human Services' Centers for Medicare and Medicaid Services, and
- all applicable accreditation standards, including, without limitation, the standards of any accredited body which provides accreditation to the SCNM Medical Center.
- 3.8.3 SCNM's Policies, Procedures and Regulations.

Corporate Compliance Plan. Doctor shall carefully read, acknowledge, and comply with any code of conduct, compliance, quality assurance or utilization management program adopted by SCNM.

Licensure and Board Certification. Doctor shall hold and continue to hold during the Term (i) a license to practice naturopathic medicine in the State of Arizona as required by state laws and regulations in order to perform in this Position, and (ii) all specialty certifications now possessed by the Doctor.

Third Party Payor Credentialing and Participation. SCNM Medical Center participates in two insurance providers. Doctor needs to be contracted through third-party payor(s), Doctor shall obtain and maintain at all times during the Term, credentialed status and participation with Third Party Payors with whom SCNM is contracted in connection with this Position. It is expected that SCNM will maintain or obtain contracts with third party payers with which Doctor contracted before the Effective Date.

Education/Experience. Doctor shall be at all times during the Term experienced and qualified in the management of patients receiving naturopathic medical services and comply in continuing education requirements to attend to Doctor's licensure and certifications.

3.13 Doctors may only practice medicine, including Telemedicine, outside of Arizona if they are licensed to practice in that state. Physicians may continue to see patients who are traveling while they are outside of Arizona if the patients primary address is in Arizona or they are seen in person. All physicians are expected to practice within the jurisdictional requirements of the patients location.

REPRESENTATIONS AND WARRANTIES

Doctor represents and warrants that no formal adverse action has occurred or is pending or threatened against Doctor.

Doctor represents and warrants at all times during the Term that Doctor has disclosed and will disclose to SCNM the following matters, whether occurring at any time during the past five (5) years prior to the date of this MOU or at any time during the Term:

- any actual or threatened malpractice suit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict or decree against Doctor;
- any disciplinary, peer review or professional review investigation, proceeding or action instituted against Doctor by any licensing board, medical school, health

- care facility or entity, professional society or association, third party payor, peer review or professional review committee or body, or governmental agency;
- any criminal complaint, indictment or criminal proceeding in which Doctor is named as a defendant (other than routine traffic offenses);
 - any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against Doctor of filing false health care claims, violating anti-kickback laws, violating fee-splitting laws, or engaging in other billing improprieties;
 - any physical or mental illness or condition that impairs or is likely to impair Doctor's ability to practice medicine safely or to perform the duties required under this MOU with or without a reasonable accommodation.
 - any dependency on, or habitual use or abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program;
 - any allegation, or any investigation or proceeding based on any allegation, against Doctor for violating professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of medicine; and
 - any denial or withdrawal of an application in any state for or the commencement and progress of any action to suspend, limit or revoke licensure as a Doctor, staff privileges at any health care facility, for certification or recertification, for participation in any third party payment program, or for malpractice insurance.

COMPENSATION

Compensation. SCNM shall pay Doctor as set forth in Exhibit 5.1 attached hereto. After the first 90 days of Employment, and annually thereafter, or at other intervals which SCNM may choose, SCNM will evaluate Doctor's performance.

Benefits. Doctor shall be entitled to receive those benefits available to full-time and part-time SCNM employees, as applicable. SCNM may change these benefits from time to time, in which case, Doctor shall be entitled to receive the benefits available to all full-time and part-time SCNM employees, as applicable, following any such change.

Reasonable Compensation. The parties hereby acknowledge and agree that the Compensation and Benefits are the product of bona fide, arms-length negotiations and represent a commercially reasonable and fair market value payment for Doctor's services to be furnished hereunder. The Compensation and Benefits are not based on and do not in any way take into account the volume or value of Doctor's referrals to SCNM.

Income and Employment Taxes. SCNM shall withhold amounts from Doctor's Compensation and Bonus in accordance with the requirements of applicable law for federal and state income tax, FICA and other Employment or payroll tax purposes. It shall be Doctor's responsibility to report and pay all federal, state, and local taxes arising from Doctor's receipt of Compensation hereunder.

Assignment of Right to Payment for Services. While working at SCNM Medical Center Doctor hereby assigns to SCNM his rights to all payment for any services Doctor

furnishes during the Term. Doctor shall also assign to SCNM any rights gained for intellectual property, speaking, writing, or teaching regarding medical health care matters if these occur or are developed within the Term of his working hours. Same shall be deemed to be working for hire.

INSURANCE

Professional and General Liability Insurance Coverage. At all times during the Term, Doctor will be covered by SCNM's professional and general liability insurance program for services provided solely on behalf of SCNM. The coverage will be effective as of Doctor's first day of Employment with SCNM. The coverage will expire when Doctor is no longer employed by SCNM.

Certificates of Coverage. If requested, SCNM will provide Doctor at least annually with a certificate of insurance coverage.

TERMINATION

Termination by Doctor For Cause. During the Term, the Doctor may terminate Doctor's Employment immediately upon written notice to SCNM for any of the following reasons which shall constitute "Cause"; provided that in the case of 7.1.1 below, termination shall be automatic, mandatory and without the necessity of notice:

- Doctor's death.
- Doctor's permanent disability. The term "permanent disability" shall be defined as the inability of Doctor to perform Doctor's duties with or without a reasonable accommodation for six (6) consecutive weeks following the beginning of disability period;
- SCNM's breach, default or violation of any material provision of this MOU, if such breach, default or violation has not been cured to Doctor's reasonable satisfaction within 15 days after Doctor delivers written notice to SCNM specifying such breach, default or violation and stating the actions required to cure such breach, default or violation;
- SCNM's license as an outpatient treatment center is surrendered, suspended, revoked or cancelled by the state of Arizona;
- SCNM without reason to do so acts in a manner that is intentionally harmful to the reputation of Doctor.

Termination by SCNM For Cause. During the Term, SCNM may terminate Doctor's Employment immediately upon written notice to Doctor (or Doctor's estate) for any of the following reasons which shall constitute "Cause":

- Doctor's permanent disability. The term "permanent disability" shall be defined as the inability of Doctor to perform Doctor's duties with or without a reasonable accommodation for six (6) consecutive weeks following the beginning of disability period;
- Doctor's breach, default or violation of any material provision of this MOU, including, without limitation, the covenants, representations and warranties set forth in Section 3 and 4 above, if such breach, default or violation has not been cured to SCNM's reasonable satisfaction within fifteen (15) days after SCNM delivers written notice to Doctor specifying such breach, default or violation and stating the actions required to cure such breach, default or violation;
- Doctor's license to practice is suspended, revoked or cancelled or a restriction or limitation by any governmental authority having jurisdiction over Doctor is placed or imposed upon Doctor so that Doctor cannot perform the professional services for which Doctor was engaged hereunder;
- Doctor creates a hostile work environment or engages in conduct that is criminal, unprofessional, abusive towards staff or patients, or fraudulent, or Doctor is found guilty of or liable for such conduct by any entity or governmental agency of competent jurisdiction, or Doctor's conduct materially discredits, and such conduct is materially detrimental to, the reputation or standing of SCNM and such conduct continues for more than 10 days following written notice from SCNM to the Doctor;
- Doctor has furnished deceptive or fraudulent information in Doctor's application for Employment, credentialing or recredentialing;
- Doctor acts in a manner that is intentionally or unintentionally harmful to the business interests or reputation of SCNM;
- SCNM ceases operation of the SCNM Medical Center.

Termination Other than For Cause. Either the Doctor or SCNM may terminate Doctor's Employment without cause by written notice to the other party at least 30 days before the effective date of such termination.

Obligations After Termination. Termination of the MOU shall not release or discharge either party from any obligation, debt or liability which shall have previously accrued and remains to be performed under this MOU on or after the date of termination.

CONFIDENTIALITY, NON-SOLICITATION, INTELLECTUAL PROPERTY

Confidential Information and Trade Secrets.

Confidential Agreement. Doctor shall not disclose this MOU or its terms (including and especially the compensation) to any third party, except as provided herein or as otherwise required by law, without the prior written consent of SCNM.

Proprietary Information of SCNM. Doctor recognizes that due to the nature of this MOU, Doctor may have access to, or have had access to, proprietary and confidential information owned by SCNM, including, but not limited to, such matters as SCNM's trade secrets, systems, processes, computer programs, and technologies, non-medical procedures, manuals, confidential reports, finances, financial information, third party payor contract terms and reimbursement terms, financial management systems, and lists of patients (other than those seen by the Doctor before the date of this MOU), as well as any other information or documents which Doctor has been told or reasonably ought to know that SCNM regards as proprietary or confidential or which is of a confidential or trade secret nature. Proprietary or confidential information of SCNM does not include information that already is found in the public domain, enters the public domain other than by direct or indirect action of Doctor or is necessary and appropriate for the continuation of care provided to patients. As a material inducement for SCNM to enter into this MOU, Doctor covenants and agrees that:

- i. SCNM has a proprietary interest in all such information and that all such information constitutes confidential and proprietary information and the trade secret property of the SCNM; and
- ii. Doctor hereby expressly and knowingly waives any and all right, title and interest in and to such trade secrets and confidential information.

Doctor's Obligation Regarding SCNM's Proprietary Information. Doctor further acknowledges and agrees that SCNM is entitled to prevent its competitors from obtaining and utilizing its trade secrets and confidential information. Therefore, Doctor agrees to hold such trade secrets and confidential information in strictest confidence and not to disclose them or allow them to be disclosed, directly or indirectly, to any person or entity other than those persons or entities who are employed by or affiliated with SCNM, without the prior written consent of SCNM.

Non-Solicitation of SCNM Employee. As a material inducement for SCNM to enter into this MOU, Doctor agrees during the Term that upon termination or expiration of Doctor's Employment by either party for any reason, and for a period of one (1) year thereafter, Doctor shall not, directly or indirectly, induce or conspire with, or attempt to induce or conspire with, any employee of SCNM to terminate Employment with SCNM.

Non-Solicitation of SCNM Patients. As a material inducement for SCNM to enter into this MOU, Doctor agrees during the Term that upon termination or expiration of Doctor's Employment by either party for any reason, and for a period of one (1) year thereafter, Doctor shall not, directly or indirectly, induce or conspire with, or attempt to induce or conspire with, any patient of SCNM to terminate care with SCNM.

Enforcement of Confidentiality, Non-Solicitation Provisions and Competition

Restrictions. Doctor acknowledges and agrees that the restrictions set forth in Section 8 of this MOU are a condition precedent to SCNM’s entering into this MOU with Doctor and that such restrictions are reasonable, valid and necessary to protect the business and goodwill of SCNM and its affiliates. Doctor acknowledges and agrees that any violation of the requirements of Section 8 of this MOU would result in irreparable injury to SCNM, and that a remedy at law for any breach or attempted breach of the provisions of Section 8 of this MOU shall be inadequate. SCNM shall be entitled to enforce the provisions of Section 8 of this MOU and to obtain specific performance and injunctive or other equitable relief in the event of any such breach or attempted breach, in addition to any other rights or remedies available at law or in equity. Each party hereto waives any requirement for the securing or posting of any bond in connection with obtaining any such injunctive or other equitable relief. All remedies provided herein are cumulative and in addition to all other remedies which may be available at law or in equity.

Third Party Beneficiaries. All of SCNM's successors and assigns are intended to be third-party beneficiaries of this Section 8 and the provisions of this Section 8 are intended for the benefit of, and may be enforced by, SCNM's successors and assigns.

NOTICES

All notices required or permitted to be given under the terms of this MOU shall be in writing, and shall be effective (i) upon delivery if delivered to the addressee in person; (ii) effective two days after mailing if mailed by certified mail, postage prepaid, return receipt requested; or (iii) effective the next business day if mailed by overnight courier with charges prepaid, as follows:

If to SCNM: Southwest College of Naturopathic
Medicine and Health Sciences, Inc.
2140 East Broadway Road
Tempe, AZ 85282

If to Doctor: (Provider)
(Address)

or to such other address as either party shall designate for notices to be given in accordance with this Section 9.

MISCELLANEOUS

Severability. If any provision of this MOU shall be held invalid or unenforceable, the remainder of this MOU shall nevertheless remain in full force and effect. If any provision of this MOU shall be held invalid or unenforceable under any particular circumstance, it shall nevertheless remain in full force and effect in all other circumstances.

Contract Modifications for Prospective Legal Events. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the date hereof, are interpreted by judicial decision, a regulatory agency or legal counsel of SCNM in such a manner as to indicate that this MOU or any provision hereof may be in violation of such laws or regulations, the parties hereto shall amend this MOU as necessary to most closely preserve the underlying economic and financial arrangements between the parties and without substantial economic detriment to either party. Neither party shall claim or assert illegality as a defense to the enforcement of this MOU or any provision hereof; instead, any such purported illegality shall be resolved pursuant to the terms of this Section 10.2.

Assignment. SCNM may assign all of its rights and duties under this MOU with the prior approval of Doctor, which approval may not be unreasonably withheld. Doctor may not other than as and to the extent specifically provided herein, assign Doctor's rights or delegate his duties herein without the prior written consent of SCNM. Any such prohibited assignment by Doctor without the prior written consent of SCNM shall be null and void.

Governing Law. This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona.

Venue. Any action or claim arising from, under or pursuant to this MOU shall be brought in the State of Arizona, and the parties expressly waive the right to bring any legal action or claims in any other jurisdiction.

Waiver. Any waiver by any party hereto of a breach of any provision of this MOU shall not operate or be construed as a waiver of any other provision hereof and shall not be effective at all unless in writing. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by either party, and such waiving party shall be free to reinstate any such term or condition, with or without notice to the other party.

Entire Agreement. This MOU contains the entire agreement between the parties hereto concerning the subject matter hereof.

Amendment. No change, addition, or amendment shall be made except by written agreement executed by the parties hereto.

Survival. The provisions of Sections 6, 7 and 8 of this MOU shall survive the termination or expiration of this MOU and the assignment of this MOU by SCNM to any successor or assign.

Counterparts. This MOU may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Telemedicine Unless licensed in another state, doctor may not treat a patient via telemedicine that resides in another state.

The parties agree to all items described in this Memorandum of Understanding.

DATED: _____

Southwest College of Naturopathic
Medicine and Health Sciences, Inc.

Kimberlee Blyden-Taylor
Chief Medical Officer

(physician)

Debbie Ickes, Senior Practice Manager

Exhibit 3.1

Duties

- 1) Perform the normal and customary duties and responsibilities of a Doctor of Naturopathic Medicine, within area of training and expertise, to SCNM patients in SCNM facilities as SCNM may reasonably direct. These duties include, but are not necessarily limited to: Patient consultation, intake, diagnosis, treatment plan, therapeutics, follow up, and referral as appropriate.
- 2) Comply with all applicable federal, state and local statutes, rules, regulations, and ordinances, all applicable rules and regulations of any medical board or other licensing or regulatory body, the ethical standards of the Arizona Naturopathic Medical Association, and all SCNM policies, procedures, rules and regulations.
- 3) Complete and close all patient charts within eight (8) calendar days.
- 4) Promote the growth of the Doctor's practice by building the reputation of their office through outstanding quality clinical performance, excellent patient satisfaction, economically efficient operations, and participation in marketing efforts as directed.
- 5) Communicate effectively with patients, physicians, and other clinical and administrative personnel. Possess excellent interpersonal skills with staff, patients, physicians and other health care providers associated with SCNM.
- 6) Be team-oriented and contribute to the improvement of processes and systems in pain management services and other patient care areas. Support the values of the organization by demonstrating personal responsibility, respect for self and others, innovation through teamwork, dedication to caring, and excellence in customer service.
- 7) Participate in various supervisory and administrative activities of the SCNM Medical Center, as needed, including but not limited to: supervising clinical staff, development of office policies and procedures and practice management guidelines, expense management, quality assurance and utilization review activities, medical record preparation and audit, and other accreditation and licensure requirements.
- 8) Participation in SCNM's SCNM Medical Center staff meetings is voluntary, unless employed full time by SCNM.
- 9) Maintain competence and skills commensurate with high quality medical care and standards of SCNM's rules and regulations.
- 10) Doctor may not compete with SCNM for established patients, refer patients to facilities owned or operated by Doctor or family member, and may not personally profit from patient care or supplemental therapy except as described in Section 5.1 and Exhibit 5.1. When prescribing, Doctor must first utilize SCNM Medicinary, and if prescription is not available at SCNM Medicinary, utilize SCNM's Fullscript account. Under no circumstance is Doctor to utilize personal accounts to prescribe.

Exhibit 3.2

Work Schedule

Schedule: At mutually agreed upon times in the SCNM Medical Center.

If Doctor expects to be absent from work (e.g. vacation), two (2) weeks' advance notice is required.

Exhibit 5.1

Doctor Compensation

Compensation is calculated based on a per-patient revenue-share model. 55% Net Patient Revenue is issued as compensation to the Doctor. It is recognized that collection of payment for any patient visit may occur over several pay periods, or not at all; therefore, partial or complete remuneration for any particular patient visit may be issued in multiple installments. Compensation is issued bi-weekly, subject to the usual deductions and withholdings.

When billing for services, Doctor shall abide by the published SCNM Medical Center fee schedule. In these cases, fifty-five percent (55%) of the Net Patient Revenue (NPR), based on services billed according to the fee schedule, is issued as compensation to the Doctor. NPR is calculated on monies received by the SCNM Medical Center, upon locking of the patient visit encounter, in the standard way:

$$NPR = (\text{Revenue Collected from services billed according to fee schedule}) - (\text{SCNM Supply Costs of the procedure}).$$

Supplies are items required to perform the procedure including, but not limited to, BMAC kits, PRP kits, biologics, other injectable solutions, and consumable supplies. Supply Costs do not include general operating costs of the facility such as utilities, rent, staff, etc.)

$$\text{SCNM Medical Center} = 0.45 \times \text{NPR}$$

$$\text{Doctor compensation} = 0.55 \times \text{NPR}$$

Under no circumstances may Doctor or SCNM discount service fees for any procedure or patient visit.

