

RESIDENT SERVICES EMPLOYMENT AGREEMENT

THIS AGREEMENT is effective as of the 1st day of July, 2016, by and between **Baptist Memorial Hospital**, a Tennessee not-for-profit corporation hereafter referred to as “Baptist”, and «First» «Last», M.D., hereinafter referred to as “Resident.”

WHEREAS, Baptist provides health care in Shelby County, Tennessee on a not-for-profit basis consistent with Section 501(c)(3) of the Internal Revenue Code of 1986, and recognizes that needed physicians must be attracted to and retained in the community to provide health care services in and through affiliated hospitals, facilities, and clinics;

WHEREAS, Resident is statutorily qualified to practice as a resident in the State of Tennessee and is qualified to perform the services required by this Agreement;

WHEREAS, Baptist has determined that its employment of Resident will contribute to the quality of health care within Baptist’s service area and thereby promote its charitable purpose;

THEREFORE, in consideration of the mutual promises hereafter contained, it is agreed:

1. **EMPLOYMENT.** Baptist hereby employs Resident to provide resident services at Baptist Memorial Hospital – Memphis, Women’s and Collierville campuses as applicable and such other locations designated by Baptist and Resident accepts such employment subject to the terms and conditions set forth in this Agreement.

2. **TERM.** The term of this Agreement shall be one (1) year, commencing on July 1, 2016.

3. **RESIDENT’S OBLIGATIONS.**

3.1. Devotion of Time and Practice Relationships. Resident agrees to devote time and practice according to the terms of Exhibit A of this Agreement.

3.2. Membership Requirements. Resident agrees to obtain resident membership on Baptist’s medical staff and other organizations according to the terms of Exhibit A of this Agreement.

3.3. Application Requirements. In order for Resident to perform professional services as required by Baptist in this Agreement, Resident acknowledges and agrees that certain application requirements should be timely and accurately met by Resident prior to the start date of the initial term of this Agreement. In order for Baptist to provide professional liability insurance and for Baptist to begin paying Resident for resident services, Resident must complete Baptist's minimum application requirements, as separately provided by Baptist, at least thirty (30) days prior to the start date of this Agreement. Resident further acknowledges that Baptist may require additional information beyond its minimum requirements, and Resident agrees to timely and accurately provide such information by the date(s) requested by Baptist. In the event Resident cannot meet these application requirements by the date listed above, Resident shall notify Baptist in writing, in accordance with Section 10 of this Agreement, of the specific application items to be outstanding, any reasons for delay, and any problems with the application process. Resident hereby affirms that any information submitted in Baptist's application process shall be true and complete to the best of Resident's knowledge, and Resident shall have

an ongoing obligation to inform Baptist immediately upon becoming aware of any material change in Resident's application information.

- 3.4. Professional Standards. Resident shall, at all times, comply with the rules and regulations adopted by Baptist applicable to resident training and the applicable rules, regulations and standards of the Accreditation Council for Graduate Medical Education, the Joint Commission, the Medicare Conditions of Participation and any other applicable state or federal law.
- 3.5. Licensure and Board Certification. Once achieved, Resident shall remain statutorily qualified to practice medicine as a resident in the States of Tennessee.
- 3.6. Quality Assessment and Peer Review. Resident shall be subject to and, to the extent requested by Baptist, participate in quality assessment, utilization management, and peer review procedures established by Baptist.
- 3.7. Confidential Information. Resident shall not disclose Baptist's confidential information, during the term of this Agreement or at any point in the future, unless required by law, regulation, medical staff bylaw, or by the terms of any applicable contract for reimbursement. Confidential information includes both the information contained within this Agreement and any information related to Baptist's business affairs and operations, including but not limited to the details on any contracts negotiated by Baptist, patient names, patient lists/databases, and computer software applications. In addition to all other available remedies, Baptist shall be entitled to injunctive relief enjoining physician from disclosing any such confidential information or providing services to a party for whom such information has been or may be disclosed.
- 3.8. Freedom to Perform. Resident represents and warrants that there are no restrictions, non-competition agreements, or other obligations which would interfere with or restrict the performance of Resident's services required in this Agreement. Furthermore, Resident represents and warrants that any and all ongoing, pending, threatened, or potential malpractice claims have been fully disclosed in writing to Baptist.
- 3.9. Services to be Provided in a Non-Discriminatory Manner. Resident shall provide all resident services in a non-discriminatory manner without regard to race, color, national origin, gender, age, or handicapping condition.
- 3.10. Baptist's Policy regarding Discrimination. Resident shall comply with Baptist's policy regarding discrimination (as may be amended from time to time by Baptist) including, without limitation, acting in a non-discriminatory manner towards all individuals and entities on the basis of employment, race, religion, national origin, gender, handicap, disability, and/or sexual harassment.
- 3.11. Professional Malpractice Coverage and Other Liability Coverage. Resident shall meet all qualifications to participate in Baptist's professional malpractice insurance coverage or programs of self-insurance and any other liability policies, coverages, or programs of self-insurance designated by Baptist, and Resident shall attend educational activities to reduce liability insurance costs as reasonably requested by Baptist. Resident shall immediately notify Baptist, in writing, of any action taken to limit, suspend, revoke, or otherwise restrict Resident's malpractice insurance or coverages or of any investigation which may lead to an action to revoke, suspend, or impose any limitation respecting the

same. Resident specifically acknowledges and agrees that the malpractice insurance coverage provided hereunder will only cover allegations of professional negligence arising as a result of training activities under this Agreement. Should Resident be allowed to engage in other employment as described in Section 6 below, then it shall be Resident's responsibility to secure separate coverage for the other employment at Resident's expense.

- 3.12. Referrals not Required: Both parties acknowledge and agree that neither this Agreement nor the compensation paid hereunder is based on, takes into account, or is contingent upon Resident referring patients to an entity affiliated with Baptist.
- 3.13. Resident Participation. Resident shall actively participate and assist Hospital in connection with, but not limited to, preparation for Joint Commission and any other regulatory surveys, utilization review activities, drafting, revising and improving Medical Staff Bylaws, Medical Staff Quality Improvement meetings, hospital quality improvement meetings, identification of ways to reduce patient's length of stay, expected mortality meetings, marketing and public relations matters related to patient satisfaction meetings, patient safety meetings, Institute for Healthcare Improvement ("IHI")/Spread activities and establishment of appropriate clinical protocols for the Specialty Program.

4. BAPTIST'S OBLIGATIONS.

- 4.1. Compensation. Baptist agrees to pay Resident for all services rendered by Resident under this Agreement according to the terms of Exhibit B.
- 4.2. Benefits. Baptist agrees to provide benefits to Resident according to the terms of Exhibit C.
- 4.3. Baptist shall provide Professional Malpractice Coverage. Baptist will arrange and pay professional malpractice insurance coverage or similar coverage through a group plan or a plan of self-insurance for Resident for the term of employment, with liability limits of at least one million dollars (\$1,000,000) per occurrence/three million dollars (\$3,000,000) annual aggregate or the amounts, if greater, required by the medical staff bylaws of hospitals designated by Baptist.
- 4.4. Working Facilities. Baptist shall provide Resident with such office space, staff, supplies, equipment, and services as reasonably necessary for the performance of Resident's duties.
- 4.5. Baptist Policies. All policies, including those concerning Disruptive Behavior; Resident Evaluation, Promotion, and Discipline; Program Closure / Reductions; Resident Health (Impairment); Leaves of Absence (including vacation, parental, and sick leave as well as the effect of leave on program completion); Duty Hours; and Moonlighting shall be provided to the Resident both in writing and electronically.
- 4.6. Eligibility for Specialty Board Examinations. Eligibility of residents / fellows for specialty board examinations should be discussed with the resident by the Program Director. For specific requirements, residents should contact the specialty boards.

5. FEES, CONTRACTING, BILLING, AND COLLECTIONS.

5.1. Rights to Fees. Resident specifically agrees that Baptist shall have the right to determine reasonable fees to be charged by Baptist for medical services rendered by Resident. All fees, revenues, or payments generated by Resident from professional services, including all fees for service, office visits, hospital rounds, emergency department visits, consultations, home health visits, fees for medical directorships, income from reading, testing, income from duties performed pursuant to a contract (i.e. employee physicals), physician coverage of hospital emergency departments, and income from expert testimony, shall be for the benefit and sole property of Baptist unless otherwise assigned to another party.

5.2. Contracting, Billing, and Collections. It is agreed that Resident shall have no authority to act on behalf of or bind Baptist with respect to any contract or agreement. Resident hereby appoints Baptist as attorney-in-fact with respect to all contracting, billing, and collection matters to the full extent authorized by law, including the unlimited authority to enter into managed care agreements and oversee the administration of such agreements. Resident shall not submit any separate or independent billings to patients, public or private third party payors or other responsible parties.

6. OTHER EMPLOYMENT AND ACTIVITIES. Resident agrees to practice exclusively for, and at the location(s) specified, by Baptist. Except as permitted by the Baptist Memorial Health Care Graduate Medical Education Moonlighting Policy, Resident shall not provide any medical services, either directly or indirectly, in any manner with any person or entity other than Baptist. Resident acknowledges that violation of this provision will subject Resident to disciplinary action, up to and including dismissal from the Program.

7. TERMINATION.

7.1. By Baptist With Cause. This Agreement may be terminated immediately for cause by Baptist upon written notice to Resident. The reasons that Baptist may terminate this Agreement with cause include, but are not limited to, the following:

7.1.1. Resident's abuse of alcohol and/or drugs.

7.1.2. Resident's failure to qualify for or maintain statutory qualifications to practice as a resident physician in the States of Tennessee; Resident's failure or inability to perform required medical duties as a result of the revocation, cancellation, suspension, or restriction of Resident's statutory qualifications to practice as a resident physician in the States of Tennessee or, Resident's failure or inability to perform required medical duties as a result of any other action by a governmental, professional, or similar organization having jurisdiction over Resident's practice of medicine.

7.1.3. Termination or restriction of Resident's resident membership/clinical privileges at Baptist.

7.1.4. Any act(s) by Resident constituting a misdemeanor or felony.

7.1.5. Resident's failure to qualify for or maintain qualifications for malpractice insurance coverage required by this Agreement.

- 7.1.6. Upon material violation by Resident of any provisions of this Agreement or the rules, policies, and/or procedures of Baptist and/or Hospital.
- 7.1.7. Upon repeated failure by Resident to meet utilization, performance, efficiency, or quality standards established by Baptist.
- 7.1.8. Upon conduct by Resident which is considered by Baptist to be unethical, unprofessional, fraudulent, unlawful, or adverse to the interest, reputation or business of Baptist.
- 7.1.9. Upon total disability of Resident or upon inability of Resident to perform the duties required hereunder for a designated period of time in accordance with applicable law and Baptist's employment policies and procedures.
- 7.1.10. Upon repeated failure by Resident to conform and comply with Baptist's professional requirements concerning maintenance of medical records.
- 7.1.11. Upon the determination of Baptist in good faith that Resident is not providing adequate patient care or that the health, safety or welfare of patients is jeopardized by continuing the employment of Resident.
- 7.1.12. Upon exclusion of Resident from participation in federal health care programs.

8. EVENTS FOLLOWING TERMINATION.

- 8.1. Return of Baptist's Property. Upon termination, Resident shall immediately return any and all property of Baptist including, but not limited to, keys, card keys, identification badges or other security devices used by Resident. Furthermore, Resident shall vacate the practice site on the date specified by Baptist and remove all personal effects by that date. Any personal property not removed shall be deemed abandoned by Resident and may be disposed of at Baptist's discretion.

9. AGREEMENTS REGARDING PATIENTS AND PATIENT RECORD.

- 9.1. Baptist's Patients. Upon termination or non-renewal of this Agreement, Resident shall not contact any patients without Baptist's permission.
- 9.2. Patient Confidentiality. Any patient information received by Resident is privileged and shall not be disclosed except as required or permitted by law. Any disclosure made without the patient's express written permission must be made according to applicable legal requirements and Baptist's rules and regulations. This provision shall survive the termination or expiration of this Agreement.
- 9.3. Patient Records. All records, including regular and personal files, of patients treated, consulted, served, or interviewed by Resident shall belong to and remain the property of Baptist and may be removed only upon its written consent. Resident shall maintain current, accurate, and complete patient records which comply with both governmental and Baptist record keeping requirements. The use and copying of patient records shall be subject to Baptist's permission and conducted according to its rules and regulations.

10. NOTICES. All notices, requests, demands, and other communications required or permitted to be in writing and sent by certified first class mail, postage prepaid, return receipt requested, to:

Resident: «First» «Last», M.D.
«Street_Address»
«City», «State» «Zip»

Baptist: Baptist Memorial Hospital – Memphis
6019 Walnut Grove Road
Memphis, Tennessee 38120
Attn: Administrator and CEO

Either party may change said address by giving written notice to the other.

11. ENTIRE AGREEMENT, ASSIGNMENT, AND WAIVER.

11.1. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Tennessee without reference to the principles of choice and/or conflict of law.

11.2. Entire Agreement and Amendment. This Agreement and its Exhibits constitute the final and complete agreement of the parties and supersedes any previous agreement, promise, negotiation, or representation concerning the subject matter of this Agreement. This Agreement is not being entered into on the basis of or reliance on any promise or representation other than the promises specifically and expressly set forth herein. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

11.3. Assignment. This Agreement and all rights and obligations of Resident hereunder are personal to Resident and shall not be voluntarily or involuntarily sold, transferred, or assigned by Resident. Baptist may assign this Agreement and any or all of its rights, interests, and obligations hereunder to any entity affiliated or associated with Baptist.

11.4. Waiver. No term or condition of this Agreement shall be deemed waived nor shall there be an estoppel against the enforcement of any provision of this Agreement except by written instrument signed by the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated.

11.5. Non-Waiver Breach. Failure to enforce any of the terms and conditions in this Agreement in a particular circumstance shall not be construed as a general waiver or continuing waiver thereof by Baptist. Baptist shall be free to reinstate such term or condition with or without notice to Resident, unless and except to the extent that such waiver is provided in writing.

12. MEDICARE ACCESS TO BOOKS AND RECORDS. In the event that Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. § 1395x(v)(1)(I), is applicable to this Agreement, Resident agrees with Baptist that until the expiration of four (4) years after the furnishing of the services provided under this Agreement, Resident will make available to the Secretary of the United States Department of Health and Human Services (the "Secretary") and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of these services. If Resident carries out the duties of this Agreement through a sub-contract, it will also contain an access clause to permit access by the Secretary, the United States Comptroller General, and their representatives

to the related organization's books and records. If Baptist is caused a loss of reimbursement or otherwise penalized by reason of Resident's failure to cooperate under this section, Resident will be responsible for such loss.

13. SEVERABILITY. If any provision of this Agreement is held invalid for any reason, such invalidity shall not affect any other provision of this Agreement.

14. EXCLUSION/DEBARMENT.

14.1. Glossary, for purposes of this provision:

14.1.1. "Ineligible to participate in Federal programs" means to have been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs.

14.1.2. "Designated crimes" means program-related crimes; crimes relating to patient abuse; felony conviction relating to health care fraud; or felony conviction relating to controlled substances.

14.2. Resident warrants that Resident is not currently ineligible to participate in Federal programs nor has he/she been convicted of any of the designated crimes. If Resident is declared ineligible to participate in Federal programs or is convicted of any of the designated crimes, Resident agrees that he/she will immediately notify Baptist of the ineligibility or conviction, and Resident furthermore agrees that such ineligibility or conviction shall provide a basis for the immediate termination of this Agreement.

14.3. In the event that Resident is ineligible to participate in Federal programs or is convicted of any of the designated crimes, and such ineligibility or conviction results in Baptist being unable to bill for such goods, services and/or products or having to reimburse payment received, then Resident agrees to reimburse Baptist for the amount that could not be billed or that had to be reimbursed for such goods, services and/or products, plus any interest incurred and any financial penalties imposed that are the direct result of such ineligibility or conviction.

14.4. Resident hereby represents and warrants that he/she has not been charged with, arrested for or convicted of any sex offenses and that at no time has he/she been listed in 1) the national sex offender public registry website coordinated by the United States Department of Justice; 2) the sexual offender registry maintained by the Arkansas Crime Information Center; 3) the sexual offender registry maintained by the Mississippi Department of Public Safety; or 4) the sexual offender registry maintained by the Tennessee Bureau of Investigation.

14.5. Resident hereby represents and warrants that he/she has not been charged with, arrested for or convicted of any offenses related to abuse and that at no time has he/she been listed on any adult abuse registry maintained for any state in which Resident has lived in the previous seven (7) years including, but not limited to, that maintained by the Tennessee Department of Health.

15. STANDARDS OF CONDUCT. Resident has received a copy of the Baptist Standards of Conduct, has read them and agrees to abide by them as a condition of employment with Baptist. Resident agrees to sign the acknowledgement contained in the back of the Standards of Conduct and return

it prior to beginning to perform under this Agreement. If Resident becomes aware of any suspected violation of laws, regulations, or Baptist Standards of Conduct during the term of this Agreement, Resident agrees to report such to Baptist through the facility's Compliance Coordinator and/or Officer, the Baptist Helpline/Hotline, Baptist Corporate Compliance or Baptist Corporate Legal Counsel.

16. COMPLIANCE WITH APPLICABLE LAWS.

- 16.1. The parties expressly acknowledge that it has been and continues to be their intent to comply fully with all applicable federal, state, and local laws, rules, and regulations. It is neither a purpose nor a requirement of this Agreement or any other agreement between the parties to offer or receive any remuneration or benefit of any nature for the referral of, or to solicit, require, induce, or encourage the referral of any patient, item, or business for which payment may be made or sought in whole or in part by Medicare, Medicaid, or any other federal or state reimbursement program. This Agreement has been prepared to comply, to the extent possible, with all applicable Safe Harbor regulations and to comply with the Stark Law and all rules and regulations thereunder. All compensation and payments provided hereunder are intended to represent fair market value for the services provided and it is expressly acknowledged that no payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, arranging for, or recommending the purchasing, leasing, or ordering of any good, service, item, or product for which payment may be made or sought in whole or in part under Medicare, Medicaid, or any other federal or state reimbursement program. In the event of any applicable legislative or regulatory change or action, whether federal or state, that has or would have a significant adverse impact on either party hereto in connection with the performance of services hereunder, or should either party be deemed for any reason in violation of any statute or regulation arising from this Agreement, or should it be determined that this Agreement gives rise to a financial relationship or other relationship under the Stark Act which is not subject to an applicable exception so that referrals between the parties, or billing for such referrals, would be prohibited or restricted by the Stark Act or other state or federal "anti-referral" law, then this Agreement shall be renegotiated to comply with the then current law and, if the parties hereto are unable to reach a mutually agreeable and appropriate modification, either party may terminate this Agreement upon ninety (90) days written notice to the other party.
- 16.2. The parties acknowledge that in the event Resident has multiple contracts with Baptist, all such contracts shall be memorialized in Baptist's TractManager contract management system which shall serve as Baptist's "master list" as required by 42 C.F.R §411.357(d).

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above-written.

Baptist Memorial Hospital

By: _____

Randy King

Its: Vice President Metro Operations

Resident

By: _____

Exhibit A

RESIDENT'S DUTIES

1. To develop a personal program of self-study and professional growth with guidance from the teaching staff.
2. To participate in safe, effective and compassionate patient care under physician supervision, commensurate with resident's level of advancement and responsibility.
3. To participate in institutional activities to the extent required and to assume responsibility for teaching and supervising other residents and students.
4. To complete a minimum of one pre-approved research project and other Scholarly Activity as required by the Program and the Accreditation Council for Graduate Medical Education (ACGME) during the residency program.
5. To participate in Inter-professional Teams concerning Quality Improvement and Patient Safety activities as required by the Accreditation Council for Graduate Medical Education (ACGME)
6. To participate in institutional programs and activities to help identify system errors and implement potential systems solutions
7. To adhere to established practices, policies and procedures of the Program and policies of all affiliated hospitals where required, including the timely completion of medical records.
8. To provide efficient, cost-effective and quality patient care.
9. To engage in the ethical practice of medicine in accordance with all applicable laws, rules and regulations and applicable standards of care.
10. To provide all medical services in a nondiscriminatory manner, without regard to a patient's race, color, sex, age, religion, national origin, disability, or handicapping condition.
11. To cooperate with Baptist's Quality Assurance, Total Quality Assessment, Patient Safety Organization, Risk Management, Human Resources and Compliance programs, including, if necessary, providing interviews, written statements, and participating in any investigation as requested by Baptist.

Exhibit B

<u>COMPENSATION</u>	
2016 - 2017 PGY	Base Salary
1	\$
2	\$

The resident's Post Graduate Year (PGY) Level will be determined in compliance with the then-current Baptist Memorial Health, Graduate Medical Education, Resident Salary Policy for Baptist-employed Residents.

Exhibit C

BENEFITS

In addition to the stipend information listed above, Baptist will provide a benefit package to include:

1. Health Insurance coverage for resident and dependents to include spouse and dependent children if applicable
2. Fully funded basic Life Insurance coverage for resident effective thirty (30) days following the resident's date of employment
3. Vacation / holiday compensation for up to one hundred eighty-four (184) hours per academic year, non-cumulative
4. Educational Leave for up to three (3) pre-approved meetings per residency and a program-specific travel reimbursement package
5. Fully funded Long Term Disability coverage after thirty (30) days employment
6. Fully funded meals provided through the Physicians' Dining Room
7. Confidential counseling services