

This is a sample, not an offer of employment, nor of a residency/fellowship position. North Mississippi Medical Center, Inc. reserves the right to change the terms in its sole discretion, or in accordance with applicable federal or state laws.

[GME] MEDICINE RESIDENT EMPLOYMENT AGREEMENT

THIS [GME] MEDICINE RESIDENT EMPLOYMENT AGREEMENT is made and entered into as of the ____ day of _____, 20__, by and between **NORTH MISSISSIPPI MEDICAL CENTER, INC.** a Delaware not-for-profit corporation (the "Medical Center") and _____ ("Resident").

WITNESSETH:

WHEREAS, the Medical Center has established an [GME] Medicine Residency Program ("Program"); and

WHEREAS, Resident wishes to be part of that Program; and

WHEREAS, the Medical Center and the Resident desire to set forth the terms and conditions of the Residency relationship.

NOW, THEREFORE, it is agreed as follows:

1. **Employment**. The Medical Center hereby employs the Resident as a PGYI of the Program to perform medical services and learn clinical skills in the [GME] Medicine Residency Program and clinic associated with the Medical Center in accordance with the terms of the Agreement.
2. **Resident Responsibilities**. The Resident agrees to:
 - a. Meet the qualifications for resident eligibility outlined for Graduate Medical Education.
 - b. Fulfill the education requirements of the Program and accept the obligation to use his best efforts to provide safe and effective patient care.
 - c. Comply with all laws, regulations and requirements of the State of Mississippi, as to the practice of medicine, and all laws, regulations, and policies governing the Medical Center, including the Medical Center's Medical Staff Bylaws.
 - d. Agree that the stated stipend, benefits, experience and instruction received are the sole compensation from the Medical Center and its affiliated entities for all training programs and related activities.
 - e. Comply with the Medical Center's application procedures, which include:

- i. Documentation of identity and right to work;
 - ii. Proof of compliance with immunization policy;
 - iii. Completion of the Medical Center's application for appointment to the house staff, listing all information requested and returning the document in a timely manner prior to the hiring date so all information can be verified, including medical school and previous residency training prior to beginning patient responsibilities.
- f. PGYI's who must apply for and obtain intern registration from the Mississippi State Board of Medical Examiners; second- or third-year Residents shall obtain and maintain a valid, unrestricted Mississippi State Medical license.
- g. Refrain from employment which interferes with the residency training program, as determined by the Program Director. Further, Resident must obtain the approval of the Program Director prior to engaging in clinical or professional activities outside of the Program. The Resident must be fully licensed in the state in which the activities will occur. No insurance coverage is provided by the Program for activities outside of the Program; Resident must have liability insurance for the activity and must provide a copy of the certificate of insurance to the Program Director. Under no circumstance may the Resident engage in outside activities which cause the Resident to work more than eighty (80) hours in training and clinical activities combined during any given week.
- h. Follow the rules, regulations, policies and procedures of the Medical Center and its affiliated institutions that relate to graduate medical education and treatment of patients. Adhere to all applicable state, federal, and local laws, as well as the standards required to maintain accreditation by CMS Conditions of Participation, DNV, the Accreditation Council for Graduate Medical Education ("ACGME"), Medical Center's Committee(s), and any other relevant accrediting, certifying, or licensing organizations.
- i. Before participating in direct patient care, the Resident will submit to the Medical Center proof of an up-to-date TB skin test, Hepatitis-B vaccination, and proof of immunity by having one of the following: (1) documentation of having received two (2) live measles containing vaccinations after their first birthday; (2) documentation of physician-diagnosed measles disease; (3) laboratory evidence of measles immunity; and (4) birth before 1957.
- j. As a Resident with access to confidential information, the Resident is required to conduct himself in strict conformance with applicable laws and the Medical Center policies regarding confidential information. The Resident's principal obligations in this area are explained below:
 - i. Confidential Information means documents and shall include written and other tangible materials containing health information, medical records, conversations, billing information, financial information, demographic

information, employment information of patients at the Medical Center, its affiliates and other affiliated health care providers.

- ii. Use of Confidential Information - Resident shall not disclose such confidential information for any purpose or any reason other than in the active treatment of patient, in conjuncture with the legitimate and authorized functions of the Program (i.e., quality assurance, medical education, medical teaching and medical research) or other instances where specific written authorization has been provided (i.e., third party payor utilization review).
- iii. Access to Confidential Information - Resident shall take appropriate measures to assure the confidentiality and security of any information accessed by Resident. Confidentiality applies to both computerized records, paper records and all other forms of recordation (i.e., x-ray films). Resident shall follow all Medical Center Privacy Policy and Procedures and Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules and Regulations.
- iv. Duration - Resident's obligation of confidentiality as expressed herein shall extend perpetually and shall survive Resident's enrollment in the Program.
- v. Resident Obligation.
 - (1) Resident agrees that the patients have legal rights under both federal and state law regarding their personal privacy and confidentiality of their medical information.
 - (2) Resident agrees that he is responsible for maintaining and safeguarding patient information.
 - (3) Resident agrees not to discuss his involvement in the treatment of any patient, whether a friend, relative or stranger, with any individual, including other students, employees, or members of the medical staff, except for a) the active treatment of a patient, b) express authorization by the patient, c) a legitimate and authorized education function, medical research or d) instances where specific written authorization has been provided.
 - (4) Resident also agrees that the Medical Center provides Resident with broad access to patient computerized medical records for better patient care. In order to access the computerized medical records, Resident is issued a password by the Medical Center's Management Information Systems. Resident agrees to safeguard the password and not allow anyone else to use his assigned password.
 - (5) Resident agrees to be responsible for failure to safeguard his access code and is responsible for immediately notifying

Management Information Systems and Resident's superior if Resident believes that Resident's access code has been broken or compromised.

- (6) Resident also agrees not to use the computer access to view patient confidential information records on any patients (whether a colleague, friend, family member or employee of North Mississippi Health Services, Inc. and its subsidiaries) unless Resident is actively involved in the patient's treatment, has express authorization from the patient or is reviewing the records pursuant to a legitimate and authorized medical staff function or other instances where specific written authorization has been provided.
 - (7) Resident understands that the transaction he performs using a computer system will be recorded and subject to specific and periodic random audits.
 - (8) Resident understands that if he violates any of the above, Resident will be terminated from the Program.
 - (9) Resident agrees that any information culled for the purpose of research will only be used in an accumulative fashion and no patient's names or identifying information will ever be disclosed or used in any research project or documented in any fashion by Resident.
- k. Resident represents that he has not been disbarred or sanctioned by Medicare or Medicaid.
- l. Resident shall provide a license to practice medicine or a temporary or limited license that otherwise complies with the applicable provisions of the laws pertaining to licensure of the State of Mississippi.
- m. Resident shall fully cooperate with the Program and Medical Center, coordinating and completing ACGME accreditation submissions and activities, including the legible and timely completion of patient medical/dental records, charts, reports, duty hours, statistical operative and procedure logs, Faculty and Program evaluations, and/or other documentation required by ACGME, Medical Center, Department, and/or Program.
- n. Resident shall report immediately (a) to North Mississippi Health Services, Inc.'s ("NMHS") Chief Legal Officer, any inquiry, by any private or government attorney or investigator, or (b) to the Marketing Department's Director, any inquiry, by any member of the press. The Resident agrees not to communicate with an inquiring private attorney or private investigator or any members of the press except to refer such attorneys and investigators to the Chief Legal Officer and to refer the press to the Marketing Department's Director.

- o. Resident shall adhere to NMHS' Corporate Compliance Program and the clinic's "Code of Conduct".
- p. Resident shall cooperate and comply fully with NMHS' policies and procedures prohibiting any discrimination based upon race, color, religion, sexual orientation, gender, age, national origin or disability including prohibiting sexual harassment.
- q. Resident understands that failure to comply with any of the provisions of this section governing "Resident Responsibilities" shall constitute grounds for disciplinary action, including the Resident's suspension or termination from the program at Medical Center's sole discretion.

3. **Obligations of the Resident.**

- a. **Duties.** The Resident shall devote his utmost knowledge and best skill to the care of patients he treats and shall comply with all policies, standards and procedures of the Program which are promulgated from time to time. The Resident shall conduct himself in strict conformance to the principles of medical ethics and standards of the medical profession and shall maintain appropriate patient records of all professional services rendered by him. The Resident agrees that charts, records and/or reports will be kept up to date and signed at all times. Compensation and/or certificate of completion may be withheld pending completion of any outstanding paperwork.
- b. **Resident Fees.** All fees for services rendered by the Resident in his capacity as a physician shall belong to the Medical Center. The Resident agrees to comply with any request by the Medical Center to direct payments for the Resident's services to the Medical Center.
- c. **License.** The Resident shall maintain an unrestricted license to practice medicine in the State of Mississippi.
- d. **Resident's Warranties.** The Resident, unless a PGYI, warrants that he is registered and licensed under state and federal law to dispense and administer all controlled substances required for the normal performance of his duties. The Resident further agrees that he shall not use the office facilities of the Program for personal business.
- e. **Medical Staff Obligations.** The Resident shall comply with all duties and responsibilities of medical staff obligations. The Resident shall comply with all obligations set forth in the Medical Staff Bylaws, Policies on Appointment and Reappointment and Rules and Regulations that apply to Resident while at the Medical Center.
- f. **Moonlighting.** Resident understands that outside Medical Center moonlighting and/or supplemental training activities are expressly prohibited, however after the first year of residency, [GME] NMHS moonlighting and/or supplemental training opportunities may be granted with a written statement of permission from the Program Director, as is consistent with ACGME guidelines. All moonlighting and/or

supplemental training privileges require annual approval by the Program Director. Performance will be monitored for the effect of these activities and adverse effects may lead to withdrawal of permission. The assignment must not impinge upon the performance or education obligations of the Resident. Liability coverage does not extend to non-approved outside Medical Center's moonlighting and/or supplemental training activities, and participation in these activities could result in termination of the Resident's training.

4. **The Medical Center's Responsibilities.** The Medical Center shall provide the following:

a. **Resident Training.**

- i. Educational program for post graduate training in accordance with established standards. Supervised and independent patient evaluation of Resident on a regular basis. The Medical Center shall maintain the confidentiality records of the evaluation records in accordance with federal and state laws.
- ii. The Medical Center reserves the right to dismiss Resident at any time during the residency in accordance with the Medical Center's Residency Policies for selection, promotion, evaluation, dismissal and supervision of residents. The Medical Center's right to renew this contract is dependent upon Resident's efficient performance. There is no guarantee that the Residency Employment Agreement will be renewed from one year to the next.
- iii. The Medical Center shall provide to Resident a grievance process as outlined in the Residency Manual. The Medical Center provides a policy that protects against harassment and Resident agrees to follow this policy and all the policies set forth in Residency Manual and the Corporate Compliance Plan attached hereto as Exhibit 1.
- iv. The Medical Center will provide counseling services available through its EAP (Employee Assistance Program) and other psychological support in the same manner provided to other employees of the Medical Center.
- v. The Medical Center shall provide access to sleeping quarters and access to meals when Resident is on call.
- vi. The Medical Center will provide lab coats (including laundering).
- vii. Should the Medical Center close or reduce their funding of residency slots during a residency training program, every attempt will be made to replace those training slots at another institution and to locate funds for completion of the academic year. Should that not be available, and it is necessary to reduce the number of residency positions, the affected house officers will be informed as early as possible. Assistance will be provided in finding a training position at another hospital.
- viii. Access to the Physician Health and Well Being Committee of the Medical Staff of the Medical Center for physicians who are impaired.

b. **Compensation.**

- i. **Stipend.** During the Initial Term of the Agreement, as set forth in Paragraph 5.a. from the period of:

(1) ____ day of _____, 20__ to ____ day of _____, 20__, the Medical Center will compensate Resident a pro-rata annual stipend of _____ Dollars (\$_____) or _____ Dollars (\$_____), per pay period (26 pay periods per year) in accordance with normal payroll schedule adopted by Medical Center.

c. **Benefits.** During the Initial Term of the Agreement and any Renewal Terms, the Medical Center shall provide the Resident the following benefits:

- i. Professional liability insurance coverage or self-insurance to insure the Resident's professional activities, including prior acts coverage activities that occurred while part of the Residency Program.
- ii. Pro-rata vacation will consist of 120 hours per twelve (12) month period, there is no carry over of vacation hours.
- iii. Sick time in accordance with policy.
- iv. Pro-rata PTO (paid time off) will consist of 64 hours per twelve (12) month period, there is no carry over of PTO days.
- v. Family Health and Dental, Life, Disability Insurance in accordance with the Medical Center's Employee Benefit Plan.
- vi. Family Medical Leave in compliance with federal law and the Medical Center's Policy and Procedure.
- vii. One Thousand Five Hundred Dollars (\$1,500.00) education benefit for conferences or educational material, as approved by the Program Director.
- viii. Pro-rata administrative leave of 56 hours per year for conferences, board review, site visit, test taking, or educational leave as approved by Program Director, there is no carry over administrative leave hours.
- ix. Other standard employee benefits as per NMHS Employee Benefit Summary.
- x. Two Thousand Dollars (\$2,000.00) moving allowance for documented moving expenses.
- xi. **Leave of Absence.** The Resident expressly acknowledges that additional training after a leave of absence may be needed for successful completion

of Program Requirements and/or for Board certification requirements. The amount of sick leave, leave of absence, or disability time that will necessitate prolongation of the training time for the Resident shall be determined by the Program Director and the requirements of the pertinent certifying Board.

- xii. Taking more than thirty (30) days, or the amount allowed by the American Board of [GME] Medicine, whichever is greater, of leave, vacation or PTO may result in having to extend training program time.
- d. **Withholding.** All compensation paid by the Medical Center to the Resident in accordance with Paragraph 4.b.i of the Agreement shall be subject to withholding and other payroll taxes as required by law.

5. **Term and Termination.**

- a. **Term.** The term of the Agreement shall commence on the ____ day of _____, 20__ and shall continue in effect until the ____ day of _____, 20__ unless terminated as provided herein. The duration of this Agreement is for a period of twelve (12) months. Reappointment and/or progression in training is in the discretion of the Program Director and is expressly contingent upon several factors, including but not limited to, the following: satisfactory completion of all training components as specified by the respective committees, the availability of a position, satisfactory performance evaluations, full compliance with the terms of this Agreement.

The commencement of the Agreement is contingent upon:

- i. satisfactory completion of pre-employment physical;
 - ii. providing proof of U.S. citizenship or appropriate Visa status, Mississippi E-Verification or other federal or state immigration regulations, prior to July 1st, 20__.
- b. **Termination.** The Agreement may be terminated upon the occurrence of any of the following events:
 - i. **Termination Without Cause.** Either Party may terminate this Agreement upon written notice of at least sixty (60) days by either the Medical Center or the Resident.
 - ii. **Immediate Termination.** The Agreement may be terminated immediately upon:
 - (1) The death of the Resident;
 - (2) The Resident's total disability for a period of sixty (60) days;

- (3) The Resident's not maintaining a current, valid Mississippi medical license or DEA license, except for PGYIs;
- (4) The Resident's being removed from the Medical Center's medical staff in accordance with the Medical Center's medical staff bylaws;
- (5) The Resident's becoming ineligible for professional medical liability insurance coverage;
- (6) The Resident's being expelled, suspended or forced to resign or otherwise disciplined by the final action of any hospital, medical profession or organization;
- (7) The Resident's violation of Corporate Compliance Plan;
- (8) The Resident's violation of confidentiality of medical information as set forth in Paragraph 2.j. and other policies of the Medical Center on patient confidentiality;
- (9) The material breach of a provision of the Agreement by the Resident; or
- (10) Termination from participation as a Resident in the Program.

iii. **Effects of Termination.** Upon termination of the Agreement, neither party shall have any further obligation hereunder except for obligations accruing prior to the date of termination. Resident may appeal any termination pursuant to the grievance procedure.

iv. **Grievance Procedures.** The Resident is encouraged to seek resolution of grievances relating to his appointment or responsibilities, including any differences between the Resident and the Program with respect to the interpretation of, application of, or compliance with the provisions of this Agreement, according to the following procedure:

- (1) The Resident is urged to first discuss any grievance with the Program Director. Issues can best be resolved at this stage and every effort should be made to achieve a mutually agreeable solution. If not resolved the Resident shall follow the formal Grievance Procedures.

v. **Corrective Action, Termination and Suspension.** During the term of this Agreement, the Resident's appointment is expressly conditioned upon satisfactory performance of all Program elements by the Resident. If the actions, conduct, or performance, professional or otherwise, of the Resident are deemed by the Program Director to be inconsistent with the terms of this Agreement, Medical Center's standards of patient care, patient welfare, or the objectives of Medical Center, or if such actions, conduct, or performance reflects adversely on the Program or Medical

Center or disrupts operations at the Program or Medical Center, corrective action may be taken by Program Director/Medical Center in accordance with its corrective action procedures, including up to summary suspension and automatic termination.

- vi. **Reporting Obligations.** The Medical Center will comply with the obligations imposed by state and federal law and regulations to report instances in which the Resident is not re-appointed or is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or impairment of patient safety or welfare. Consistent with Medical Center's policies and procedures and applicable state and federal law, there may be permissible instances in which the Resident may voluntarily withdraw from the Program in lieu of being subject to a reportable event.

6. **Modification to Comply with Law.** It is the parties' intention that this Agreement meet all conditions and comply in all respects with federal and state law. The parties declare that this Agreement was negotiated at arm's length and agree to negotiate in good faith to modify this Agreement in any manner necessary to ensure such compliance.

Parties agree to negotiate in good faith with each other to modify this Agreement in any manner necessary to comply with federal or state law and regulations, particularly as regards provisions relative to Medicare and Medicaid reimbursement. It is understood that in entering this Agreement, parties do not intend to violate Stark Laws, the Anti-Kickback Statute and Internal Revenue Code private inurement regulations. By virtue of this Agreement, Resident will not be required to refer patients to the Medical Center or to any facility affiliated with the Medical Center. Resident further shall not be restricted from establishing staff privileges and referring to other facilities of his choosing.

Resident may enter into other agreements with the Medical Center. All other agreements are based upon fair market negotiated terms, federal and state laws, and are not contingent upon or a condition of this Agreement.

It is the expectation of the Medical Center that Resident will use his medical judgement in referring patients to the appropriate physicians and hospitals in order that the patient will receive the appropriate quality of medical care.

Resident further represents that he has not been sanctioned by Center for Medicare and Medicaid or other government agencies.

7. **Access to Books and Records.** To the extent that the law and regulations are applicable to this Agreement, Resident agrees to maintain a copy of this Agreement and all books, documents and records necessary to certify the nature and extent of compensation paid to Resident pursuant to this Agreement for three (3) years.

Pursuant to Section 1395(V)(1)(i) of Title 42 of the United States Code, with respect to any services furnished under this Agreement, the value or cost of which is Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, until the expiration of three (3) years after the termination of this Agreement, Resident shall make available promptly

upon request from the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or from any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Resident under this Agreement. Resident further agrees to provide promptly any records to the Medical Center as may be required under the Omnibus Budget Reconciliation Acts of 1987 and 1990.

8. **Professional Liability Insurance.** The Medical Center shall provide the Resident with professional liability insurance coverage while the Resident is acting within the scope of his assigned Program activities, consistent with the coverage provided to other medical professional practitioners. In connection with the professional liability coverage provided by the Medical Center:

- i. The Resident agrees to cooperate fully in any investigations, discovery, and defense that arises. The Resident's failure to cooperate may result in personal liability due to lack of professional liability insurance coverage.
- ii. If the Resident receives, or anyone with whom the Resident works or resides receives on his behalf, any summons complaint, subpoena, or court paper of any kind relating to activities in connection with this Agreement or the Resident's activities at the Medical Center, the Resident agrees to immediately report this receipt to the Chief Legal Officer and submit the document received to that office.
- iii. The Resident agrees to cooperate fully with NMHS/Medical Center, the NMHS Chief Legal Officer, all attorneys retained by that office, and all investigators, committees, and departments of the Medical Center particularly in connection with the following: (a) evaluation of patient care; (b) review of an incident or claim, and/or (c) preparation for litigation, whether or not the Resident is a named party to that litigation.

9. **Miscellaneous.**

- a. **Severability.** If any term, covenant or condition of the Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of the Agreement and the application of any term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and all other terms shall be valid and enforceable to the fullest extent permitted by the law.
- b. **Assignment.** No assignment of the Agreement or the rights and obligations hereunder by the Resident or the Medical Center shall be valid without the prior written consent of the other party.
- c. **Governing Law.** The Agreement shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Mississippi.
- d. **Amendments.** Any amendments to the Agreement shall be in writing.

- e. **Notices.** Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

If to the Resident:

[Name of Resident]
c/o [GME] Medicine Residency Center
830 S. Gloster Street
Tupelo, MS 38801

If to the Medical Center:

North Mississippi Medical Center, Inc.
[GME] Medicine Residency Program
830 S. Gloster Street
Tupelo, MS 38801
Attention:

or to such other address and to the attention of such other person(s) or officer(s) as either party may designate by written notice to the other party. The Resident shall keep the Medical Center notified of his home address and home telephone number.

- f. **Compliance.** Resident agrees to comply with the Corporate Compliance Plan of North Mississippi Health Services, Inc.
- g. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision.
- h. **Entire Agreement.** The Agreement supersedes all previous contracts and constitutes the entire agreement between the parties. The Resident shall be entitled to no benefits other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to the Agreement shall be recognized unless incorporated herein by amendment in writing. Both parties acknowledge that in entering into and executing the Agreement, they rely solely upon the representations and agreements contained in the Agreement and no others.

IN WITNESS WHEREOF, the parties have executed the Agreement in multiple originals as of the date above written.

NORTH MISSISSIPPI MEDICAL CENTER, INC.

BY: _____
OFFICER

DATE: _____

PROGRAM DIRECTOR:

BY: _____
[PHYSICIAN NAME]

DATE: _____

I accept the appointment outlined above and agree to all rules and regulations of North Mississippi Health Services, Inc., North Mississippi Medical Center, Inc. and affiliated institutions to which I am assigned. I agree to discharge all the duties of a Resident, as determined jointly by the affiliated institutions and the respective directors of training programs at North Mississippi Medical Center, Inc.'s [GME] Medicine Residency Center. I acknowledge that I have read and understand the attached Corporate Compliance Plan and Privacy Summary.

RESIDENT PHYSICIAN:

BY: _____
[RESIDENT NAME]

LAST 4 SS#: _____

DATE: _____

EXHIBIT 1
CORPORATE COMPLIANCE PLAN

DRAFT