

## CONTRACT

THIS CONTRACT made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between FLOYD HEALTHCARE MANAGEMENT, INC. d/b/a FLOYD MEDICAL CENTER FAMILY MEDICINE RESIDENCY PROGRAM ("FHMI"), and \_\_\_\_\_ (hereinafter referred to as "Resident").

### WITNESSETH THAT:

WHEREAS, FHMI operates Floyd Medical Center in Rome, Georgia as a non-profit, general, acute-care hospital; and

WHEREAS, FHMI operates at Floyd Medical Center a Family Medicine Residency Program (hereinafter referred to as the "Family Medicine Residency Program" or the "Residency Program"); and

WHEREAS, it is the desire of the parties hereto to enter into a contract whereby FHMI engages Resident for a one year period as either a first, second or third year resident in the Family Medicine Residency Program, whichever is applicable.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties herein contained,

### IT IS HEREBY AGREED AS FOLLOWS:

1. FHMI hereby engages Resident, and Resident hereby accepts engagement, as a Resident in the Family Medicine Residency Program for a period of one year as specified below in Part 2.

2. Subject to the provisions for termination as hereinafter provided, the term of this Contract shall be one (1) year and shall begin on July 1, 20\_\_ and shall continue until June 30, 20\_\_. In the case of a first year resident, the term of this Contract shall commence on the date on which the class of first year residents is instructed to report for orientation which is typically approximately two (2) weeks prior to July 1<sup>st</sup>.

3. Resident may cancel and terminate this Contract and thereby withdraw from the Family Medicine Residency Program by giving to FHMI written notice of such cancellation and termination at least thirty (30) days prior to the effective date of such termination.

4. FHMI, by and through the Director of the Family Medicine Residency Program, may cancel and terminate this Contract and thereby discharge Resident from the Family Medicine Residency Program for due cause as defined in the Family Medicine Residency Program Manual under the heading Procedure for Disciplinary Action, Discharge, Hearing and Appeal. Resident hereby acknowledges receipt of a copy of the Family Medicine Residency Program Manual.

5. Effect of Termination. If this Contract is terminated prior to the expiration of

the term pursuant to Parts 3 or 4, or if this Contract is terminated as a result of the expiration of the term, Resident shall be entitled to receive the compensation and benefits earned through the effective date of termination. Except as expressly provided above or as otherwise required by law, FHMI shall have no obligations to Resident in the event of the expiration or termination of this Contract for any reason. FHMI shall comply with the obligations imposed by state and federal law and regulations to report instances in which Resident is not reappointed or is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct, or impairment of patient safety or welfare.

6. Cooperation. If FHMI is investigating, evaluating, pursuing, contesting or defending any incident, proceeding, charge, complaint, claim, demand, notice, action, suit, litigation, hearing, audit, investigation, arbitration or mediation, in each case whether initiated by or against FHMI (collectively, "Proceeding"), Resident shall cooperate with FHMI and its counsel in the evaluation, pursuit, contest or defense of the Proceeding and shall provide such testimony and access to books and records as may be necessary in connection with the Proceeding. If Resident receives, or anyone with whom Resident works receives on Resident's behalf, any summons, complaint, subpoena or court paper of any kind relating to activities in connection with this Contract or Resident's activities at Floyd Medical Center or FHMI's facilities, Resident shall immediately report this receipt and submit the document received to FHMI's Legal Department.

7. The Director of the Family Medicine Residency Program may discipline or impose penalties against Resident for due cause as defined in the Family Medicine Residency Program Manual, and any such disciplinary action or imposition of penalties shall be imposed by the Director of the Family Medicine Residency Program in the manner provided in said Manual.

8. Nothing in this Contract shall be construed as a guarantee or commitment that Resident will receive a certificate of completion or be offered a position as a resident in succeeding years; provided, however, that in the event FHMI determines that it will not offer Resident a contract for the succeeding year, FHMI shall to the extent practical provide Resident with a minimum of four months written notice of such decision, and with respect to such decision Resident shall be entitled to implement the grievance procedure set forth in the Family Medicine Residency Program Manual. If Resident voluntarily leaves the program prior to the completion of a full year, no credit will be given for any rotations except under special circumstances as determined by the Residency Director.

9. It shall be the obligation and duty of Resident, subject to the terms and provisions of this Contract and subject to the limitations set forth in the ACGME Resident Duty Hours and Working Environment Requirements, which have been adopted by the Family Medicine Residency Program, to:

(a) participate, commensurate with Resident's level of advancement and responsibility, in the educational and scholarly activities of the Residency Program and in the clinical care of patients of the Floyd Medical Center Family Practice Center under the supervision of the teaching faculty of the Family Medicine Residency Program;

(b) use Resident's best efforts to provide safe, effective and compassionate patient care, and present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at CMC and its facilities;

(c) participate fully in the educational activities of the Residency Program, including classes and rounds, and to undergo such other instruction and training as the teaching faculty shall determine is necessary;

(d) assume responsibility for teaching and supervising other residents as directed by the teaching faculty;

(e) adhere to all applicable federal, state, and local laws, rules and regulations and the established practices, procedures, policies, by-laws, rules and regulations of FHMI and of Floyd Medical Center, including, without limiting the generality of the foregoing, FHMI's institutional policies prohibiting sexual and other forms of harassment;

(f) adhere to the policies and procedures of the Family Medicine Residency Program and FHMI;

(g) perform all duties and obligations at all times so that the results achieved will be satisfactory to the Director of the Family Medicine Residency Program;

(h) attend within 30 days following Resident's initial date of hire, and yearly thereafter, mandatory compliance training conducted by FHMI as follows:

(i.) Within 30 days of hire: two hours of general compliance training, such training to include an explanation of FHMI's Corporate Integrity Agreement requirements and FHMI's Compliance Program.

(ii.) Annual requirement: one hour of general compliance training, such training to include an explanation of FHMI's Corporate Integrity Agreement requirements and FHMI's Compliance Program.

(i) attend two hours annually of specific compliance training related to the aspects of generating and submitting requests for reimbursement for professional services from Federal Health Care Programs;

(j) refrain from taking any action or making any statements with the intention or effect of disparaging the goodwill or reputation of FHMI or its affiliates;

(k) furnish such further information, execute and deliver such other documents and do such other acts and things, in each case as CMC reasonably requests at any time for the purpose of carrying out the intent of this Agreement.

10. It shall be the obligation and duty of FHMI, subject to the terms and provisions of this Contract, to provide to Resident one year of graduate medical education in family

practice medicine.

11. For so long as this Contract shall remain in effect, FHMI agrees to pay to Resident and Resident agrees to accept as Resident's sole pay and compensation under this Contract the sum of \$58,000.00 per year to be paid in equal installments every two weeks at the regular pay periods established by FHMI.

12. Resident shall be entitled to the following benefits and perquisites for so long as this Contract shall remain in effect:

a) Resident shall be entitled to participate in any of the employee benefit plans and programs which are from time to time provided by FHMI to its employees as they may from time to time be amended or modified and subject to Resident's eligibility to participate therein and to any applicable waiting periods. Currently such employee benefit plans and programs consist of: the employee group health plan (medical, vision and dental); the employee life insurance plan; the employee disability insurance plan; and the employee pension plan (401(k) or defined benefit plan, as applicable). Resident shall not participate in FHMI's "earned time" plan and instead shall be allowed paid leave for vacation, holidays and sickness as set forth in Paragraph (b) below. With respect to the employee group health plan, participation therein shall be afforded to Resident's spouse and dependent children, if any.

b) Resident shall be entitled to a total of thirty (30) days of paid leave per contract year for purposes of vacation, holidays and sickness. Such paid leave may not be accrued from year to year. FHMI shall not make any additional payments to Resident for paid leave not taken as of termination of this Agreement or otherwise.

c) free meals in the Floyd Medical Center cafeteria while on duty;

d) the sum of \$1,000.00 per year to defray the cost of required medical equipment, medical texts and/or attendance by Resident at an approved medical education meeting;

e) parking at Floyd Medical Center;

f) lab coats and laundering thereof;

g) access to FHMI's Employee Assistance Program and Employee Health Department for appropriate and confidential counseling and medical and physician impairment support services;

h) access to the Family Medicine Residency Program's Behavioral Science Director for appropriate and confidential counseling and psychological support services;

i) professional liability insurance which provides coverage to Resident for errors and omissions within the scope of his engagement, such coverage to be in such amounts and on such basis as is provided to all residents in the Family Medicine Residency Program and in accordance with the established policies of the Family

Medicine Residency Program.

j) For first year residents only, you will receive a one-time stipend payment in the net amount of \$2,000 when you enter the program. Upon hire this is considered taxable income. In order to assist you in the taxes associated with the payment, Floyd will gross this payment up to cover your tax liability according to IRS standards and Floyd Policy. This amount will be recorded on your first paycheck following your start date.

k) For third year residents only, reimbursement of board examination fees incurred by the Resident, subject to the following:

Third year residents are encouraged to sit for their board examination (either the ABFM or the AOBFP, as applicable) prior to graduation from the Family Medicine Residency Program, i.e., in the spring of their third year. As an inducement to Resident to sit for his/her board examination prior to graduation, Floyd will reimburse Resident for board examination fees incurred by Resident for one sitting, provided that the examination occurs prior to the Resident's graduation and provided further that Resident has provided the results of the examination to the Residency Director.

13. If at the inception of this Contract, if Resident does not have a license to practice medicine in the State of Georgia, Resident agrees to take such steps as are necessary to obtain such a license as soon as is practicable.

14. For so long as this Contract shall remain in effect Resident agrees not to engage in any moonlighting or other outside employment without the express advance written approval of the Director of the Family Medicine Residency Program, which approval may be revoked upon reasonable notice to Resident by the Director in the Director's sole discretion. Any such moonlighting activity by Resident shall not interfere with his/her duties and responsibilities under this Contract. In determining whether to give approval to any proposed moonlighting activity by Resident (or whether to revoke any approval previously given), the Director's primary consideration will be whether FHMI's own facilities (Floyd Primary Care Network, Emergency Care Department, etc.) are being conveniently and sufficiently staffed with respect to physician services. All such decisions shall be made in the sole discretion of the Director. If Resident receives express advance written approval from the Director of the Family Medicine Residency Program to engage in moonlighting or other outside employment, Resident shall be responsible for professional liability (malpractice) insurance coverage unless otherwise agreed to in writing by FHMI. Unapproved moonlighting by Resident will be grounds for disciplinary action in accordance with the procedure set forth in the Family Medicine Residency Program Manual.

15. It is understood and agreed that FHMI may discontinue all or any part of the Family Medicine Residency Program at the end of any fiscal year of FHMI without incurring any liability or obligation to Resident except as follows: In the event FHMI determines that it cannot, for any reason (whether educational, financial, or otherwise), or that it chooses not to, continue the Family Medicine Residency Program, then in such event FHMI shall notify the Resident at the earliest possible time so that arrangements can be made for the Resident to continue his/her education at an alternative site. FHMI will use its best efforts and diligence to assist the Resident in arranging for continuation of his/her graduate medical

education in another residency program. If no reasonable alternative can be found, FHMI will continue the Family Medicine Residency Program until the Resident graduates. During such continuation of the Program FHMI will ensure that the Program's faculty consists of at least the Residency Director and one additional full-time faculty member.

16. Neither FHMI nor Floyd Medical Center has any power or authority to practice medicine, and nothing in this Contract shall be construed to mean that either FHMI or Floyd Medical Center is undertaking to practice medicine.

17. This Contract cancels and supersedes any and all prior written and oral contracts between the parties effective on the beginning date of this Contract as set forth in Part 2 of this Contract.

18. This Contract is made in Georgia and shall be interpreted and governed pursuant to the laws of Georgia. This Contract shall be executed in duplicate, each of which shall be deemed an original.

19. This Contract and Resident's employment hereunder are contingent on Resident taking and passing the standard drug screen administered by FHMI to its employees at inception of employment, and Resident agrees that he/she may no longer be considered for employment in the event the presence of illicit drugs is detected. This Contract and Resident's employment hereunder are also contingent on Resident's participation in FHMI's standard employee background check conducted at inception of employment, with no material negative feedback from any source, and Resident agrees that he/she may no longer be considered for employment in the event FHMI receives material negative feedback as a result of the background check.

IN WITNESS WHEREOF, FLOYD HEALTHCARE MANAGEMENT, INC. d/b/a FLOYD MEDICAL CENTER has, by and through its duly authorized officer, executed this Contract and \_\_\_\_\_ has executed this Contract as of the date first written above.

FLOYD HEALTHCARE MANAGEMENT, INC. d/b/a  
FLOYD MEDICAL CENTER FAMILY MEDICINE  
RESIDENCY PROGRAM

BY: \_\_\_\_\_  
KURT STUENKEL, President

\_\_\_\_\_(SEAL)  
Resident Physician – \_\_\_\_\_