

## RESIDENT SERVICES EMPLOYMENT AGREEMENT

THIS AGREEMENT is effective as of the 1st day of July, 20\_\_, by and between **Baptist Memorial Hospital - ENTITY**, a STATE not-for-profit corporation, hereafter referred to as “Baptist,” and RESIDENT NAME, DEGREE, hereinafter referred to as “Resident/fellow.”

WHEREAS, Baptist provides health care in COUNTY, STATE, 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/fellow is statutorily qualified to practice as a resident/fellow in the State of STATE and is qualified to perform the services required by this Agreement;

WHEREAS, Baptist has determined that its employment of Resident/fellow 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/fellow to provide resident/fellow services at the Baptist Memorial Hospital - ENTITY campus as applicable and such other locations designated by Baptist and Resident/fellow 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, 20\_\_.
3. **RESIDENT’S OBLIGATIONS.**
  - 3.1. Devotion of Time and Practice Relationships. Resident/fellow agrees to devote time and practice according to the terms of Exhibit A of this Agreement.
  - 3.2. Membership Requirements. Resident/fellow agrees to obtain resident/fellow 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/fellow to perform professional services as required by Baptist in this Agreement, Resident/fellow acknowledges and agrees that certain application requirements should be timely and accurately met by Resident/fellow 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/fellow for resident/fellow services, Resident/fellow 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/fellow further acknowledges that Baptist may require additional information beyond its minimum requirements, and Resident/fellow agrees to timely and accurately provide such information by the date(s) requested by Baptist. In the event Resident/fellow cannot meet these application requirements by the date listed above, Resident/fellow 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/fellow hereby affirms that any information submitted in Baptist’s application process shall be true and complete to the best of Resident/fellow’s knowledge, and Resident/fellow shall

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

- 3.4. Professional Standards. Resident/fellow shall, at all times, comply with the rules and regulations adopted by Baptist applicable to resident/fellow 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/fellow shall remain statutorily qualified to practice medicine as a resident/fellow in the State of Tennessee.
- 3.6. Quality Assessment and Peer Review. Resident/fellow 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/fellow 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/fellow represents and warrants that there are no restrictions, non-competition agreements, or other obligations which would interfere with or restrict the performance of Resident/fellow's services required in this Agreement. Furthermore, Resident/fellow 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/fellow shall provide all resident/fellow 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/fellow 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/fellow 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/fellow shall attend educational activities to reduce liability insurance costs as reasonably requested by Baptist. Resident/fellow shall immediately notify Baptist, in writing, of any action taken to limit, suspend, revoke, or otherwise restrict Resident/fellow's malpractice insurance or coverages or of any investigation which may lead to an action to revoke, suspend, or impose any limitation respecting the coverage provided

hereunder will only cover allegations of professional negligence arising as a result of training activities under this Agreement. Should Resident/fellow be allowed to engage in other employment as described in Section 6 below, then it shall be Resident/fellow's responsibility to secure separate coverage for the other employment at Resident/fellow'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/fellow referring patients to an entity affiliated with Baptist.
- 3.13. Resident/fellow Participation. Resident/fellow 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/fellow for all services rendered by Resident/fellow under this Agreement according to the terms of Exhibit B.
- 4.2 Benefits. Baptist agrees to provide benefits to Resident/fellow according to the terms of Exhibit C. Baptist reserves the right to alter benefits when necessary. Notice of change of benefits will be provided to Resident/fellow at the earliest opportunity following the decision to change benefits.
- 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/fellow 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/fellow with such office space, staff, supplies, equipment, and services as reasonably necessary for the performance of Resident/fellow's duties.
- 4.5 Baptist Policies. All policies, including those concerning Disruptive Behavior; Resident/fellow Evaluation, Promotion, and Discipline; Program Closure/ Reductions; Resident/fellow Health (Impairment); Leaves of Absence (including vacation, parental, and sick leave as well as the effect of leave on program completion); Clinical and Education Work Hours; Moonlighting or any alternatively named policy discussing clinical experience, education, and limits placed on the Resident/fellow's schedule shall be provided to the Resident/fellow both in writing and electronically.
- 4.6 Eligibility for Specialty Board Examinations. Eligibility of resident/fellows for specialty board examinations should be discussed with the Resident/fellow by the Program Director. For specific requirements, Resident/fellow should contact the specialty boards.

## 5. FEES, CONTRACTING, BILLING, AND COLLECTIONS.

5.1 Rights to Fees. Resident/fellow specifically agrees that Baptist shall have the right to determine reasonable fees to be charged by Baptist for medical services rendered by Resident/fellow. All fees, revenues, or payments generated by Resident/fellow 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/fellow shall have no authority to act on behalf of or bind Baptist with respect to any contract or agreement. Resident/fellow 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/fellow 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/fellow 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/fellow shall not provide any medical services, either directly or indirectly, in any manner with any person or entity other than Baptist. Resident/fellow understands and agrees that he/ she is required to follow the Moonlighting Policy when participating in any and all extracurricular clinical activities including but not limited to completion of Moonlighting agreement and timely submission of moonlighting activity/ work hours. Resident/fellow will ensure that all hours worked in moonlighting activity will be included in the calculation of total hours worked and that performance of moonlighting activity will not cause the Resident/fellow to be in violation of time off requirements as established by the Accreditation Council for Graduate Medical Education (ACGME). Resident/fellow acknowledges that violation of this provision will subject Resident/fellow 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/fellow. The reasons that Baptist may terminate this Agreement with cause include, but are not limited to, the following:

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

7.1.2 Resident/fellow's failure to qualify for or maintain statutory qualifications to practice as a resident/fellow physician in the State of STATE; Resident/fellow's failure or inability to perform required medical duties as a result of the revocation, cancellation, suspension, or restriction of Resident/fellow's statutory qualifications to practice as a resident/fellow physician in the State of STATE or, Resident/fellow'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/fellow's practice of medicine.

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

- 7.1.4 Any act(s) by Resident/fellow constituting a misdemeanor or felony.
  - 7.1.5 Resident/fellow's failure to qualify for or maintain qualifications for malpractice insurance coverage required by this Agreement.
  - 7.1.6 Upon material violation by Resident/fellow 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/fellow to meet utilization, performance, efficiency, or quality standards established by Baptist.
  - 7.1.8 Upon conduct by Resident/fellow 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/fellow or upon inability of Resident/fellow 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/fellow 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/fellow is not providing adequate patient care or that the health, safety or welfare of patients is jeopardized by continuing the employment of Resident/fellow.
  - 7.1.12 Upon exclusion of Resident/fellow from participation in federal health care programs.
- 7.2 By Baptist without Cause. At the discretion of Baptist, the option may be made to forego renewal of this agreement. In the event that the decision is made to forego renewal, Baptist will provide the resident/fellow with at least four (4) months' notice when possible.

## 8. EVENTS FOLLOWING TERMINATION.

- 8.1 Return of Baptist's Property. Upon termination, Resident/fellow 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/fellow. Furthermore, Resident/fellow 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/fellow 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/fellow shall not contact any patients without Baptist's permission.
- 9.2 Patient Confidentiality. Any patient information received by Resident/fellow 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/fellow shall belong to and remain the property of Baptist and may be removed only upon its written consent. Resident/fellow 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/fellow:

RESIDENT NAME

RESIDENT ADDRESS

RESIDENT CITY, STATE ZIP

Baptist:

ENTITY NAME

ENTITY ADDRESS

ENTITY CITY, STATE ZIP

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 STATE 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/fellow hereunder are personal to Resident/fellow and shall not be voluntarily or involuntarily sold, transferred, or assigned by Resident/fellow. 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/fellow, 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/fellow agrees with Baptist that until the expiration of four (4) years after the furnishing of the services provided under this Agreement, Resident/fellow 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/fellow 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/fellow's failure to cooperate under this section, Resident/fellow 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/fellow warrants that Resident/fellow is not currently ineligible to participate in Federal programs nor has he/she been convicted of any of the designated crimes. If Resident/fellow is declared ineligible to participate in Federal programs or is convicted of any of the designated crimes, Resident/fellow agrees that he/she will immediately notify Baptist of the ineligibility or conviction, and Resident/fellow 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/fellow 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/fellow 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/fellow 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; 4) the sexual offender registry maintained by the Mississippi Bureau of Investigation; or 5) the Sex Offender Registry maintained by the Tennessee Bureau of Investigation. Resident/fellow agrees that he/she will immediately notify Baptist in the event that he/she is charged, arrested, or convicted of any sex offenses or listing of his/her name on any sex offender registry.

14.5 Resident/fellow 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/fellow has lived or worked in the previous seven (7) years including, but not limited to, that maintained by the States of Arkansas, Mississippi, and Tennessee. Resident/fellow agrees that he/she will immediately notify Baptist in the event that he/she is charged, arrested, or convicted of any abuse or listing of his/her name on any adult abuse registry.

15. STANDARDS OF CONDUCT. Resident/fellow 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/fellow 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/fellow becomes aware of any suspected violation of laws, regulations, or Baptist Standards of Conduct during the term of this Agreement, Resident/fellow 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/fellow 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).



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

**Baptist Memorial Hospital - ENTITY**

By: \_\_\_\_\_

CEO NAME

Its Administrator and CEO

**Resident/fellow**

By: \_\_\_\_\_

RESIDENT NAME

DRAFT

## Exhibit A

### RESIDENT'S DUTIES

1. To participate in patient-centered, quality healthcare according to the published program schedule in compliance with ACGME rules, regulations, and requirements and understanding that patient care within the hospital is provided twenty-four hours per day, seven days per week by the healthcare team of which the resident/fellow will be a part.
2. To develop an Individualized Learning Plan with guidance from the teaching staff.
3. To participate in structured didactic activities.
4. Under physician supervision, commensurate with resident/fellow's level of advancement and responsibility:
  - a. To provide patient care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health.
  - b. To perform all medical, diagnostic, and surgical procedures considered essential for the area of practice.
5. To demonstrate knowledge of established and evolving biomedical, clinical, epidemiological and social-behavioral sciences, as well as the application of this knowledge to patient care.
6. To demonstrate the ability to investigate and evaluate their care of patients, to appraise and assimilate scientific evidence, and to continuously improve patient care based on constant self-evaluation and lifelong learning. To that end, resident/fellows must demonstrate competence in:
  - a. Identifying strengths, deficiencies, and limits in one's knowledge and expertise
  - b. Setting learning and improvement goals
  - c. Identifying and performing appropriate learning activities
  - d. Systematically analyzing practice using quality improvement methods and implementing changes with the goal of practice improvement
  - e. Incorporating feedback and formative evaluation into daily practice
  - f. Locating, appraising, and assimilating evidence from scientific studies related to their patients' health problems and
  - g. Using information technology to optimize learning.

1. To demonstrate competence in:
  - a. Compassion, integrity, and respect for others
  - b. Responsiveness to patient needs that supersedes self-interest
  - c. Respect for patient privacy and autonomy
  - d. Accountability to patients, society, and the profession
  - e. Respect and responsiveness to a broad patient population, including all manifestations of human diversity
  - f. Ability to recognize and develop a plan for one's own personal and professional well-being and
  - g. Appropriately disclosing and addressing conflict or duality of interest.
2. To demonstrate competence in:
  - a. Communicating effectively with patients, families, and the public, as appropriate, across a broad range of socioeconomic and cultural backgrounds
  - b. Communicating effectively with physicians, other health professionals, and health-related agencies
  - c. Working effectively as a member or leader of a health care team or other professional group
  - d. Educating patients, families, students, resident/fellows, and other health professionals
  - e. Acting in consultative role to other physicians and health professionals and
  - f. Maintaining comprehensive, timely, and legible medical records, if applicable.
3. To communicate with patients and families to partner with them to assess their care goals, including, when appropriate, end-of-life goals.
4. To demonstrate competence in:
  - a. Working effectively in various health care delivery settings and systems relevant to their clinical specialty
  - b. Coordinating patient care across the health care continuum and beyond as relevant to their clinical specialty
  - c. Advocating for quality patient care and optimal patient care systems
  - d. Working in interprofessional teams to enhance patient safety and improve patient care quality
  - e. Participating in identifying system errors and implementing potential systems solutions
  - f. Incorporating considerations of value, cost awareness, delivery and payment, and risk-benefit analysis in patient and/ or population-based care as appropriate and

- g. Understanding health care finances and its impact on individual patients' health decisions.
5. To advocate for patients within the health care system to achieve the patient's and family's care goals, including, when appropriate, end-of-life goals.
6. To participate in institutional activities to the extent required and to assume responsibility for teaching and supervising other resident/fellows and students.
7. To complete a minimum of one pre-approved scholarly activity that is disseminated within and external to the program through grand rounds, posters, workshops, quality improvement presentations, podium presentations, grant leadership, non-peer-reviewed print/ electronic resources, articles or publications, book chapters, textbooks, webinars, service on professional committees, or serving as a journal reviewer, journal editorial board member, or editor or peer-reviewed publication.
8. To adhere to established practices, policies and procedures of the Program and policies of all affiliated hospitals.
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 cooperate with Baptist's Quality Assurance, Total Quality Assessment, Baptist Patient Safety System, Risk Management, Human Resources and Compliance programs, including, if necessary, providing interviews, written statements, and participating in any investigation as requested by Baptist.
11. To participate as team members in inter-professional clinical site-sponsored patient safety activities, such as root cause analyses or other activities that include analysis, as a formulation and implementation of actions.
12. During the final year of residency, to serve in a supervisory role to junior resident/fellows as appropriate.
13. To know the limits of scope of authority and the circumstances which are permitted to act with conditional independence.
14. To accept personal role in:
  - a. the provision of patient and family-centered care the assurance of the safety and welfare of patients entrusted into your care including the responsibility to report unsafe conditions and adverse events
  - b. the assurance of your fitness for work including time- management and recognition of impairment including from illness, fatigue, and substance use
15. To alert the program director or other designated personnel when concerned that you or another resident/fellow or faculty member may be displaying signs of burnout, depression, substance abuse, suicidal ideation, or potential for violence.

**Exhibit B**

COMPENSATION

<b>2020 – 2021 PGY Level</b>	<b>July 2020 – September 2020 Base Salary</b>	<b>October 2020 – July 2021 Base Salary</b>
1	\$54,160.00	\$55,250.00
2	\$55,950.00	\$57,100.00
3	\$57,750.00	\$58,900.00
4	\$60,200.00	\$61,400.00
5	\$62,750.00	\$64,000.00
6	\$65,400.00	\$66,700.00

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

## Exhibit C

### Resident/Fellows' Benefits Package

#### Baptist Memorial Health Care Residency Programs

#### Health Insurance (BlueCross BlueShield) – Baptist offers a choice of health insurance plans:

- BCBS 80/20 Plan – Calendar year deductible (\$600.00 individual), copays (\$25.00 PCP or Baptist Minor Med, \$50.00 Specialist, \$100.00 ED), coinsurance payments (80% coverage after deductible is met), Max Out-of-Pocket (\$3500 individual / \$7000.00 family)
- BSBC Consumer-Driven Health Plan (CDHP) – High calendar year deductible (\$1500.00 individual / \$3000.00 family), lowest monthly rate, 90-100% coverage after deductible is met, Max Out-of-Pocket (\$3000.00 individual / \$6000.00 family) tax-favored Healthcare Savings Account for out-of-pocket expenses
  - *Coverage for resident/fellows will begin on the 1<sup>st</sup> day of the month following the month of employment – EXCEPTION: If the resident/fellow begins employment on the 1<sup>st</sup> day of the month, coverage will begin on that date.*
  - *Both of these plans utilize the Baptist Prescription Drug plan*
  - *Pre-existing conditions are covered*
  - *Out-of-Network Providers/Facilities are not covered*

#### Dental Insurance (Aetna) – Baptist offers a choice of two dental insurance plans:

- Dental High (\$2000.00 maximum annual coverage with a higher monthly rate)
- Dental Low (\$1500.00 maximum annual coverage with a lower monthly rate)
  - *100% coverage (usual and customary) for preventive care*
  - *80% coverage (usual and customary) for basic care and major restoration*
  - *50% coverage for orthodontic treatments up to age 19 with a \$1000.00 maximum lifetime benefit*

#### Vision Insurance (BlueCross BlueShield) - Coverage is available for the employee, employee's spouse, and dependent children up to age 26.

- \$10.00 co-pay for annual exam
- \$25.00 co-pay for annual lenses or frames
- Other co-pays for additional services

Life Insurance - Coverage is provided for all full-time employees after 90 days of employment for 1½ of his/her annual salary up to \$100,000.00 at no cost. Additional coverage is available for the employee, spouse, and dependent children up to age 26.

Disability – Long-term disability coverage is provided at no cost to the resident/fellow after 90 days of employment.

Additional Benefits – Optional benefits that are offered to Baptist employees include:



- BlueAccess lets you find providers in your network, view claims and balances, use a mobile version of your Member ID card – all from your phone
- Baptist provides an additional stipend to each resident/fellow's base salary equal to the cost of the Aetna Consumer-Driven Health Plan (CDHP), Dental High, and Vision Insurance for the resident/fellow and his/her immediate dependents (spouse and/ or children) if applicable
- Resident/fellows who opt to enroll in the CDHP will be eligible to utilize the Health Savings Account (HSA). Money saved in the HSA belongs to the resident/fellow and does not “expire.” Currently, Baptist will deposit \$500.00 into the HSA account for any employee who has “employee only” coverage in the CDHP and opts to contribute to this account. Employees with Employee and Spouse, Employee and children, or Family coverage in the CDHP will receive \$1000.00 deposited in to his/ her HSA account provided that the employee also contributes to his/ her HSA.
- Optional Accident Indemnity Plan
- Optional Cancer Protection Plan
- Optional Flexible Spending Accounts
- Healthcare Spending Account
- Dependent Care Spending Account
- Optional Veterinary Pet Insurance
- Purchasing Power (payroll deduction option for personal purchases through this program) available
- HealthNet Federal Credit Union available for Memphis-area resident/fellows
- CONCERN Employee-Assistance Program
- Annual PTO allotment of up to 184 hrs (23 days) and Annual Sick Time allotment of 120 hrs (15 days) / both are non-cumulative
- Employee Discounts – All Baptist employees may receive discounts with various vendors. Check the Baptist Intranet for info.
- Resident/fellows relocating from outside of the metropolitan Memphis area are eligible for a relocation reimbursement of up to TWO THOUSAND DOLLARS (\$2000.00). Please contact the Program Coordinator for additional information.

ADDITIONAL PROGRAM-SPECIFIC BENEFITS MAY BE AVAILABLE  
ALL BENEFITS ARE SUBJECT TO CHANGE