

RESIDENT PHYSICIAN EMPLOYMENT AGREEMENT  
Family Medicine Residency Program

The Medical Center, Inc. d/b/a Piedmont Columbus Regional (hereinafter “PCR”) offers a Post Graduate Year 1 (PGY1) training appointment in PCR’s Family Medicine Residency Program and **TYPE IN PHYSICIAN’S NAME HERE**, Resident Physician, (hereinafter “Resident”) accepts appointment to the position under the terms and conditions stated herein.

I. PCR EDUCATIONAL RESPONSIBILITIES

PCR agrees to provide a graduate medical education and training program (Program) designed to meet the requirements of the Accreditation Council for Graduate Medical Education (“ACGME”), and applicable American Board of Family Medicine requirements. Information related to eligibility for specialty board examinations is available and may be accessed through the American Board of Family Medicine ([www.theabfm.org](http://www.theabfm.org)). Resident acknowledges that Resident's participation in Hospital's Family Medicine Residency Program is as Hospital's employee, and that an employer-employee relationship exists between Hospital and Resident. For purposes of said employment relationship, and for purposes of the Hospital's policies and procedures generally (and of Piedmont Columbus Regional, of which Hospital forms a part), Hospital's Chief Executive Officer has ultimate executive responsibility and authority, and Resident's immediate supervisor shall be the residency program director. Except where the provisions of this Agreement are inconsistent with, conflict with, or provide to the contrary of those personnel policies and procedures and other policies and procedures which apply generally to Hospital's employees, including those policies and procedures of Piedmont Columbus Regional which apply to Hospital's employees. The program director or the Chief Executive Officer in any circumstance shall be empowered to impose any and all appropriate disciplinary measures upon Resident as Resident's supervisor or as Chief Executive Officer as a consequence of employee misconduct on Resident's part which is not grounded in Resident's academic or clinical performance per se, including and without limiting the generality of such power and authority, the authority to impose whatever discipline is appropriate for disobedience, insubordination, failure to report for duty assignments without cause, or any conduct whatsoever which is to the prejudice of the successful operation of the Residency Program. Provided, however, that in invoking disciplinary measures for any misconduct which is not grounded upon the Resident's academic and/or clinical performance, the program director as the Resident's supervisor, and the Chief Executive Officer (if involved), shall adhere to the extent practicable to those personnel policies and procedures and the principles of progressive discipline embodied therein which are applicable to Hospital employees generally.

II. TERM, STIPEND, POLICIES AND TERMINATION

A. Term. The term of appointment shall be from June 19, 2023 through June 30, 2024. In the event Resident is unable to meet all prerequisites, including work authorization and screening tests, and report for duty on time, this Agreement shall terminate automatically and immediately. Appointment start date may only be modified at the sole discretion of the residency program director. Any agreement to provide training or a training appointment beyond the term of appointment of this Agreement is at the sole discretion of the residency program director. This Agreement is not automatically renewable. Upon Resident’s satisfactory performance of all Program requirements and fulfillment of all obligations and responsibilities under this Agreement, Resident will be eligible for promotion. Conditions for reappointment and receipt of a new Agreement are covered in Medical Education Policy “Advancement.”

B. Stipend and Benefits. PCR shall provide, as sole compensation to Resident, an annual stipend for the term of this Agreement of \$55,729 .00, payable bi-weekly and such other benefits as may be accorded from time to time by PCR, including professional liability insurance; health, disability and other insurance; confidential counseling and other support services; vacation; a meal supplement for 24-hour in-house call; and other benefits as set forth in the PCR and Medical Education Policies. Resident shall neither solicit nor accept compensation from patients or other payors for services provided pursuant to this Agreement.

- (a) In addition to the stated compensation, Hospital shall pay Physician (i) a signing bonus of \$1,000.00; (ii) the fees associated with the initial Step Three testing; and (iii) the fee associated with Resident's unrestricted Georgia Medical License.
- (b) Hospital shall pay all or a portion of the expenses of Resident's participation for an educational conference during the term of this Agreement in accordance with Hospital's policies and guidelines established for the Medical Education Department, as they may exist and be changed from time to time.
- (c) Further, it shall be permissible for Resident to work additional shifts as offered as scheduled and be compensated in addition to the amount set forth above; however, Resident shall not be required to work any additional shifts. Shift work shall consist of performing patient assessments, history and physicals, and admission orders under the supervision of attending physicians to improve patient workflow and throughput during periods of increased patient volume. Resident shall be compensated at the rate of \$75.00 per hour for said work.
- (d) Major medical insurance, disability insurance, vacations and vacation pay, sick leave, employee benefits, to include confidential counseling services and welfare plan benefits, and all fringe benefits to which Resident is or may be entitled as an employee shall be determined pursuant to those personnel policies which are applicable to Hospital's employees, pursuant to the Policies and Procedures of the Medical Education Department recognizing the unique position of a resident physician, and pursuant to all ACGME requirement. Leaves of absence, vacations, sick leave, parental leave and time away from the residency program are referenced in Medical Education Policy on "Resident Leave."
- (e) Resident will be entitled to Paid Time Off (PTO), Educational Leave, FMLA, parental leave and any other leave pursuant to the GME Leave Policy, Piedmont HR Policies and any applicable ACGME requirements. Days away from training in excess of thirty (30) days may impact an on-time graduation in accordance with the applicable Board requirements.

C. Policies. Resident acknowledges that the provisions of the Graduate Medical Education Policies, as amended from time to time, apply to Resident, and Resident agrees to abide by same. Resident agrees that the Grievances and Due Process Policy is the sole, final, and binding remedy for all grievances related to Resident's participation in the Program, including termination of this Agreement or non-promotion in the Program. Resident further agrees to comply with all applicable policies including the system-wide Drug-free and Tobacco Free Workplace Policies. In the event of conflict, the Graduate Medical Education Policies and Medical Education Policies take precedence over other system policies. The terms of this Agreement shall take precedence over the Graduate Medical Education Policies and Medical Education Policies. The Graduate Medical Education Policies include, but are not limited to, policies related to the following: Resident Responsibilities; Promotions; Grievances and Due Process;

Leaves of Absence; Clinical Experience and Education; Moonlighting, Extra Shifts & Paid Call; Closures & Reductions; Accommodation for Disabilities, Workplace Violence and Harassment. Resident agrees to complete at least one hour of training regarding the Anti-Kickback Statute and the Stark Law and examples of arrangements that potentially implicate the Anti-kickback Statute or the Stark Law. Resident shall also receive a copy of the CRH Code of Conduct and CRH Policies and Procedures regarding the Stark Law and the Anti-Kickback Statute. Further, the Parties agree and represent that this Agreement is intended to comply with the requirements of the Stark Law and Anti-Kickback Statute and that they shall not violate the Anti-Kickback Statute or the Stark Law with respect to the performance of this Agreement.

D. Termination and Non-promotion

1. The parties may terminate this Agreement by mutual consent at any time.
2. Resident may terminate this Agreement only upon a one hundred and twenty (120) day written notice to Hospital prior to the end of a term.
3. Upon the occurrence of any of the events set forth below, this Agreement shall terminate automatically and immediately, without right to appeal under the Grievances and Due Process Policy or any other rights of appeal:
  - a. misrepresentation or omission by Resident in seeking this appointment or a subsequent appointment.
  - b. conviction of Resident for any felony or for criminal offenses that relate to the Resident's professionalism, and or ability to perform the duties and responsibilities of his/her position.
  - c. breach of Section III B 10, III C, III D, III F, III G, III H, or III J, of this Agreement by Resident;
  - d. failure or refusal by Resident to submit to a mental or physical examination when requested by the Program Director based upon a reasonable belief that Resident 's physical or mental status is perceived to be interfering with participation in the Program;
  - e. failure of Resident to pass all parts of the USMLE Step III or COMLEX Step III examination as required by the Program, but no later than the end of the second postgraduate year of training;
  - f. the death or incapacitating illness or disability of Resident;
  - g. the termination of a prior Resident agreement before the start date of this Agreement; or
  - h. in the event of Program closure in which case PCR shall follow the Program Closure Policy, if applicable.
  - i. Resident shall be required to comply with Hospital's preemployment process with respect to health assessments. Hospital's right to require further general or specific physical examinations or diagnostic procedures during the term of this Agreement, including drug testing, shall be determined in accordance with policies and procedures applicable to Hospital employees generally, as such policies and procedures may change from time to time, including those policies and procedures of Piedmont Columbus Regional which are applicable to Hospital's employees to include policy on physician impairment and substance abuse as stated in Medical Education Policy "Resident Impairment." If at any time as the result of such examination or procedures, or other reliable medical evidence, Hospital's program director, in his/her sole discretion, determines that Resident's health is such that Resident's participation in

the Medical Education Program is dangerous to himself or others, or has the reasonable likelihood of being dangerous to himself or others, the program director may suspend Resident's participation with or without pay and may also terminate such participation and hospital's obligations under this Agreement on such basis. No such termination or suspension shall give rise to procedural, hearing, or appellate review or any other rights under the Due Process policy applicable to residents in the Family Medicine Residency Program.

4. PCR may determine not to promote Resident at the end of an appointment period due to failure to have participated for a sufficient amount of time or in the required clinical experiences. In such event, Resident shall not have the rights provided under the Grievances and Due Process Policy or any other rights of appeal.
5. PCR may at any time, determine not to promote Resident, terminate this Agreement, and/or terminate Resident's further participation in the Program, for cause. In such event, Resident shall have the rights set forth in the Grievances and Due Process Policy.
6. In the event of non-promotion, PCR shall attempt to give Resident one hundred twenty (120) days' prior written notice. However, if reason for non-renewal occurs less than one-hundred and twenty (120) days before the end of this agreement, PCR shall give Resident as much notice as possible.
7. Resident's damages, if any, in the event of termination for any reason, shall be limited to the amount of unpaid stipend due under this Agreement.

### III. RESIDENT RESPONSIBILITIES

A. Resident agrees to perform the customary duties of a Resident in accordance with PCR policies, procedures and federal and state laws and regulations including, without limitation, policies contained in the Graduate Medical Education Policy Manual and program-specific handbooks, as amended from time to time. The decision of the residency program director as to whether any particular duty, assignment, or participation is within the scope of the Residency Program as it is then structured shall be absolute and conclusive.

B. Resident specifically agrees to:

1. Fully participate in Program activities and to comply with the Program requirements of AOA, ACGME or other Board requirements.
2. Develop a personal program of self-study and professional growth with guidance from the teaching staff.
3. Participate in safe, effective and compassionate patient care under supervision commensurate with Resident's level of advancement and responsibility.
4. Participate fully in the educational activities of the Program.
5. Assume, as required, responsibility for teaching and supervising other Residents and students.

6. Participate in PCR programs and activities involving the PCR Medical Staff.
7. Participate in PCR Medical Staff and Department committees as requested, especially those that relate to patient care activities.
8. Submit to the Program Director at least annually, confidential written evaluations of faculty and educational experiences.
9. Personally fulfill and not delegate his or her duties under this Agreement.
10. Satisfy the terms of any requirements or conditions imposed upon Resident during any prior term of appointment.
11. Inform PCR, of any changes regarding the information submitted during the application process.

C. Resident agrees to maintain a valid Georgia Educational Limited Medical License AND associated Controlled Substance License OR a full Georgia Physician Medical License AND associated Controlled Substance License if eligible. Resident agrees to remain in good standing with and not be excluded from participation with the State of Georgia of Department of Community Health, the Centers for Medicare and Medicaid and other Governmental payment programs. Resident agrees to immediately inform, both verbally and in writing, the Program Director and the Designated Institutional Official if any such license is withdrawn, or if any action, including notification of any complaint or the initiation of an investigation, is taken against Resident by the Georgia Composite Board of Medicine, the State of Georgia Department of Community Health, the Centers for Medicare and Medicaid or any other governmental or regulatory agency. A copy of said licenses must be filed in the Graduate Medical Education Office prior to the start date of this Agreement. Resident further agrees to notify immediately, both verbally and in writing, the Program Director and the Designated Institutional Official if any actions as set forth above are taken against any other professional license held by Resident.

D. Resident understands and acknowledges that maintenance of valid immigration status is required and is the responsibility of Resident. Resident agrees to notify immediately, both verbally and in writing, the Program Director and the Designated Institutional Official of any change in immigration status.

E. Resident agrees to accept and complete assignments given by the Program Director, or other supervisory personnel. Duties, hours and on-call scheduling will comply with institutional policies contained in the Graduate Medical Education Policy Manual and are in compliance with applicable duty hour standards.

1. Assignment scheduling will be prepared by or under the direction of the Program Director and is subject to change.
2. On-call scheduling will be prepared by the chief residents under the direction of the Program Director.

F. Resident specifically agrees to complete all medical record responsibilities in a timely manner in accordance with PCR policy as promulgated from time to time. Resident may never remove a medical record from a Piedmont Healthcare facility.

G. Resident agrees all letters, correspondence, reports, studies, compilations and similar documents produced by Resident while at PCR shall be considered the property of PCR. Resident shall neither publish nor disseminate any article, nor divulge in public or private, nor to the press or other media, nor destroy, any information concerning PCR, its trustees, directors, employees or patients without the prior written consent of the Program Director. Patient information is strictly confidential.

H. Resident shall not use any trademarks or service marks belonging to PCR in advertising or for any other purpose without PCR's prior written consent.

I. Consistent with the provisions of the Bylaws, Rules and Regulations of the Medical Staff of PCR charging the Chief Medical Officer with the responsibility to review the professional practices in PCR, Resident agrees to report promptly to the Chief Medical Officer any information relevant to the welfare of PCR and the care and treatment of its patients. Resident also agrees to report promptly any compliance concerns with financial and business practices.

J. Resident may not claim individual right to any proprietary information developed while performing under this Agreement. In the event Resident does contribute to the development of a patent, copyright or other proprietary information, it will be considered a "work made for hire." Accordingly, Resident will assign such proprietary information to PCR in accordance with PCR's policies and practices concerning such proprietary information.

K. If this Agreement is determined to be a contract which is subject to Section 1861(V)(I)(ii) of the Social Security Act, as amended from time to time, Resident agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Resident shall retain and make available, upon written request, to PCR, the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States or any of their duly authorized representatives, this Agreement, books, documents and records of Resident which are necessary to certify the nature and extent of costs paid by PCR pursuant to this Agreement. In the event access to books, documents and records is requested by the Secretary, the Comptroller General, or any of their duly authorized representatives, Resident shall immediately notify and make available to PCR the books, documents and records.

L. Resident acknowledges that in the performance of the duties of this Agreement, Resident will have access to confidential and proprietary information of Hospital and Piedmont Columbus Regional affiliated entities including, but not limited to, both tangible and intangible information pertaining to the past and present clients or patients of Hospital, referring physician relationships, business methods and systems, contracts, financial data and forecasts, business plans and projections, price lists and pricing information, discoveries, research, secret data, costs, commissions, client or patient lists, client or patient files or administrative programs of Hospital, and the terms and conditions of this Agreement (hereinafter collectively referred to as the "Information"). Resident acknowledges a continuing responsibility with respect to the Information and agrees (i) that such Information shall be and shall remain the exclusive property of Hospital and Piedmont Columbus Regional affiliated entity; (ii) during Resident's employment with Hospital and for a period of five (5) years following termination of Resident's employment for any reason to keep all such Information confidential; (iii) during Resident's employment with Hospital and for a period of five (5) years following termination of Resident's employment for any reason, not to copy, use, reproduce, transfer, transmit, distribute, publish or disclose to others, in any form, any such Information unless Resident is required to do so by Hospital in the course of his employment with Hospital; (iv) to return any such Information and any copies thereof in Resident's possession or under his control to Hospital immediately upon termination of his employment hereunder and (v) during Resident's employment with Hospital and for a period of five (5) years following termination of Resident's employment for any reason, to use such Information exclusively for the purpose

of fulfilling Resident's obligations under this Agreement.

#### IV. PROFESSIONAL LIABILITY COVERAGE

A. PCR provides professional liability coverage with coverage limits of at least \$1,000,000/\$3,000,000 for PCR assigned duties performed by Resident pursuant to this Agreement. Such coverage applies only to those duties assigned by Program Director and to approved PCR activities of the Program, (i.e., outside rotations, internal moonlighting, extra shifts, paid call, and approved community service activities).

B. In consideration for receiving professional liability coverage, Resident agrees to cooperate and participate in the defense of any claims arising out of Resident's training and other activities at or assigned by PCR. This obligation continues after Resident has left the Program and is not limited to claims directly involving Resident, but includes claims in which Resident has any involvement or knowledge.

#### V. ACTIVITIES OUTSIDE THE PROGRAM

A. Resident may engage in activities outside the Program, including but not limited to internal extra shifts or paid call or external moonlighting, only with permission from the Program Director, which may be withdrawn at any time. Said activities must not interfere with the Program and must be in compliance with the duty hour requirements and Moonlighting, Extra Shifts & Paid Call Policy set forth in the Graduate Medical Education Policy Manual.

B. It is the Resident's responsibility to ensure that any external activity, irrespective of Program Director's approval, is consistent with the ethical standards of PCR and the medical profession.

#### VI. MISCELLANEOUS

A. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties hereto and supersedes any and all prior and contemporaneous agreements between the parties regarding the subject matter hereof. No amendments shall be binding unless in writing and signed by the parties.

B. Governing Law. This Agreement shall be governed by and construed according to the laws of and subject exclusively to the jurisdiction of the courts of the State of Georgia.

C. Waiver of Breach. No waiver of any breach of any provision or condition of this Agreement, whether by course of dealing or otherwise, shall be effective unless evidenced by an instrument in writing duly executed by the party against whom such enforcement or waiver is sought. Waiver of breach of any term or provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

D. Severability. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect.

E. Survival of Terms. Notwithstanding the termination of this Agreement, Sections III F, III G, III H and IV shall remain in effect.

F. Headings and Terms. The section headings contained in this Agreement are for reference purposes only and should not affect in any way the meaning or interpretation of this Agreement. Wherever in this Agreement the term Program Director is used, it shall mean the Program Director or his/her designee.

G. No Third-Party Beneficiaries. The parties have not entered into this Agreement for the benefit of any other individual or legal entity, nor do they intend that any third party be benefited by this Agreement.

H. Non-discrimination. Each party agrees not to discriminate on the basis of religion, race, creed, national origin, sex, age, disability or any illegal criteria.

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

THE MEDICAL CENTER, INC.

PHYSICIAN

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: John Bucholtz, D.O.  
Date: \_\_\_\_\_