

2023

St. Francis-Emory Healthcare Internal Medicine Residency Program

PROGRAM DIRECTOR
DR. ANUPA RAI

ST. FRANCIS EMORY-HEALTHCARE | 2122 Manchester expressway, Columbus GA, 31094

Table of Contents:

St. Francis – Emory Healthcare	2
Information about Columbus, Georgia	3
Benefits.....	4
EAP	10
Interim coverage – Medical/Disability	11
List of medical Providers and Specialties	13
Vacation and Leave of Absence Policy	14
Policy.....	14
Contract	18

St. Francis – Emory Healthcare

World War II had recently ended. The world was returning to normal, but the people of Columbus realized things were changing. The city was growing. Health care was advancing.

The dream comes to life

The groundbreaking took place on October 23, 1948. Despite the delays in building materials that plagued much of the country, thanks to the construction boom, a skeleton frame was in place by Valentine's Day 1949.

A little more than a year later, on March 13, 1950, a five-story, red brick building was dedicated. Governor Herman Talmadge, the Auxiliary Bishop of Savannah-Atlanta, the Sisters of St. Francis, and more than 1,000 others turned out to christen the new hospital named for the Sisters' patron saint – St. Francis of Assisi, who devoted himself to care for the sick and the poor.

A new era of health care

Now a 376-bed, two-campus regional health system, St. Francis has earned a national reputation for the outstanding quality of care. To further expand care, in January 2016 St. Francis Hospital became part of LifePoint Health, a leading healthcare company dedicated to Making Communities Healthier®. LifePoint paid off all of St. Francis' financial obligations, including its loan from the U.S. Department of Housing and Urban Development (HUD).

As part of LifePoint, St. Francis continues its existing charity care policies, and a local Board of Trustees ensures the community's voice in the governance of the hospital. The hospital's staff continues building upon the legacy of excellent healthcare St. Francis has established as well as exploring new ways to improve the health and wellbeing of the communities served. In addition, St. Francis is now a local taxpayer, providing a new source of tax revenues that benefits the community and helps support local projects, local schools, and infrastructure in the Chattahoochee Valley. And, as it has since its founding, St. Francis continues to recognize the importance of "holy" when it comes to healing, placing priority on meeting the spiritual needs of patients, their families, and their friends through the Chaplain Services ministry and weekly services held in the hospital chapel.

Now, more than 65 years since its founding, St. Francis remains what the *Columbus Ledger* described that day as "A dream of mercy shared by people of all faiths."



Information about Columbus, Georgia



Located 90 miles southwest of Atlanta on the Chattahoochee River, the Greater Columbus Region is a place like none other, surpassing the needs and expectations of its residents while fueling progress at the same time. It is a place where tri-cities – one in Georgia, two in Alabama – face each other in partnership across the river, and across the state line. It is a part of the Metropolitan area comprised of Columbus-Auburn-Opelika. St. Francis Emory Healthcare is in the Heart of Columbus just 90 minutes southwest of Atlanta, approximately 45 minutes east of Auburn, Al, and 80 minutes east of Montgomery, Al.

Home to the longest urban whitewater rafting course in the world constructed on the Chattahoochee River, and - there are practically fifty parks; Flat Rock Park is a favorite spot for picnicking, disc golf, mountain-biking, and cross-country running along with much more. Standing Boy Creek State Park is 1,579 acres of fun including swimming, boating, hunting, camping, and great hiking trails. Within an hour's drive, you can get to some of the best hunting and fishing spots in the Southern United States. This is an area of the country where nature lovers will feel right at home



Benefits

- Benefits are reviewed yearly and are subject to change.
- Benefits start the first of the month following 30 days of hire.

Your Benefits-at-a-Glance

Medical

Your medical benefits will be based on the facility and provider network you use:

TIER 1

Facility charges only:
Covered at an enhanced savings rate when services take place at a LifePoint facility.

TIER 2

Facility and provider charges:
Covered at the standard rate when any BCBS in-network facility is used, only if the required service is not available at your LifePoint facility, or if any BCBS in-network provider is used.

TIER 3

Facility charges only:
Covered when a BCBS in-network facility is used instead of your LifePoint facility when the required service is available at your facility.

TIER 4

Facility and provider charges:
Covered out-of-network for emergency services only.

	HDHP PLAN*	HRA PLAN	PPO PLAN
LIFEPOINT HSA / HRA CONTRIBUTION¹			
Individual	\$250	\$500	N/A
Individual + Spouse ²	\$500	\$650	N/A
Individual + Child(ren) ²	\$500	\$800	N/A
Family ²	\$500	\$1,000	N/A
Your HRA funds pay first and then you pay your share of the annual deductible.			
ANNUAL DEDUCTIBLE			
Tier 1: Individual / Family	\$1,400 / \$2,800	\$600 / \$1,800	\$150 / \$450
Tier 2: Individual / Family	\$2,600 / \$5,200	\$2,500 / \$7,500	\$1,000 / \$3,000
Tier 3: Individual / Family	\$3,600 / \$7,200	\$6,350 / \$12,700	\$6,350 / \$12,700
Tier 4: Individual / Family	\$2,600 / \$5,200	\$2,500 / \$7,500	\$1,000 / \$3,000
OUT-OF-POCKET MAXIMUM			
Tier 1: Individual / Family	\$4,000 / \$8,000	\$2,500 / \$5,000	\$2,500 / \$5,000
Tier 2: Individual / Family	\$6,000 / \$12,000	\$7,900 / \$15,800	\$7,900 / \$15,800
Tier 3: Individual / Family	\$6,000 / \$12,000	\$7,900 / \$15,800	\$7,900 / \$15,800
Tier 4 : Individual / Family	\$6,000 / \$12,000	\$7,900 / \$15,800	\$7,900 / \$15,800
Overall in-network out-of-pocket maximum: Individual / Family	\$6,000 / \$12,000	\$7,900 / \$15,800	\$7,900 / \$15,800
Once you meet the overall in-network out-of-pocket maximum, LifePoint pays 100% of your remaining in-network medical and prescription drug expenses for the rest of the year.			
Primary care physician / specialist office visits	20% after deductible	20% after deductible	\$40 co-pay / \$60 co-pay
PhysicianNow (telemedicine via telephone, tablet or computer)	20% after deductible	20% after deductible	\$20 copay
Hospitalization (facility charges only)	Tier 1: 10% after deductible Tier 2: 20% after deductible Tier 3: 50% after deductible Tier 4: Not covered	Tier 1: 10% after deductible Tier 2: 20% after deductible Tier 3: 50% after \$3,000 co-pay Tier 4: Not covered	Tier 1: 10% after deductible Tier 2: 20% after deductible Tier 3: 50% after \$3,000 co-pay Tier 4: Not covered
Preventive care coverage	0% (Plan pays 100%)		
Emergency services	Facility and provider charges: 20% after deductible	Facility and provider charges: 20% after deductible	Facility charges: \$200 co-pay (waived if admitted) Provider charges: 20% after deductible

*Through the HDHP Plan, you have access to a Health Savings Account to save for future healthcare expenses.

¹If you become eligible for medical coverage during the year, your HSA or HRA contribution amount is prorated based on your eligibility date.

²During the Plan year, the maximum HRA dollars that one family member can use is \$500 out of the total HRA employer contributions.

Prescription

PRESCRIPTION DEDUCTIBLES

On the HDHP plan, you must first meet a \$2,600 individual / \$5,200 family deductible before the co-pays apply, except for medications on the HDHP Preventive Drug List or no-cost drug list. If you obtain medications on the HDHP Preventive Drug List or no-cost drug list, the deductible is waived.

ANNUAL DEDUCTIBLE (HRA and PPO medical plans only)

Individual	\$75			
Family	\$300			
COVERED SERVICES	YOU PAY			
	Non-maintenance medications (up to a 30-day supply)	Maintenance medications ³ (up to a 90-day supply)		
	St. Francis Hospital	Retail Pharmacy	St. Francis Hospital	OptumRx Mail Order Program or local CVS Retail Pharmacy
Tier 1: (lower-cost generics and some brand name)	\$5 co-pay after deductible	\$10 co-pay after deductible	\$13 co-pay after deductible	\$25 co-pay after deductible
Generic drugs for the treatment of asthma, cholesterol, cardiovascular disease and diabetes. Brand-name drug classes for the treatment of diabetes, including insulin and other diabetic supplies.	N/A	N/A	\$0 (plan pays 100%)	\$0 (plan pays 100%)
Tier 2: (mid-range preferred brand name)	\$28 co-pay after deductible	\$55 co-pay after deductible	\$69 co-pay after deductible	\$137.50 co-pay after deductible
Tier 3: (highest-cost non-preferred brand name)	\$40 co-pay after deductible	\$80 co-pay after deductible	\$100 co-pay after deductible	\$200 co-pay after deductible
Specialty ⁴	\$150 co-pay after deductible	\$150 co-pay after deductible	\$375 co-pay after deductible	\$375 co-pay after deductible

³ Must be filled through CVS90 Saver Plus (the mail order program, a Local CVS Retail Pharmacy or at St. Francis Hospital).

⁴ Specialty medications: you'll need to fill these with The Optum Specialty Pharmacy, or the St. Francis pharmacy.

Dental

	BASIC	PREMIER
ANNUAL DEDUCTIBLE		
Individual	\$25	\$75
Family	\$75	\$150
Annual maximum benefit (basic or major services)	\$500	\$1,500 (not including orthodontia)
COVERED SERVICES	YOU PAY	
Preventive services (exams, X-rays)	0% (plan pays 100%)	
Basic services (fillings, extractions)	50% after deductible	20% after deductible
Major services (crowns, bridges)	Not covered	50% after deductible
Orthodontia	Not covered	50% after deductible (\$1,500 max lifetime benefit)

Vision

	BASIC	PREMIER
COVERED SERVICES (IN-NETWORK)	YOU PAY	
Eye exams	\$15 co-pay every calendar year	
Lenses	\$20 co-pay every calendar year (Additional co-pays may apply for lens enhancements.)	
Frames	\$80-\$150 allowance every other calendar year	\$120-\$220 allowance every calendar year
Contact lenses (instead of glasses)	\$150 allowance every calendar year	\$200 allowance every calendar year

Flexible Spending Accounts (FSAs)

	HEALTH CARE FSA	LIMITED PURPOSE FSA ⁵	DEPENDENT CARE FSA ⁶
How much can I contribute?	\$2,750 max pre-tax each year (You may roll over up to \$500 in unused contributions to the following year.)	\$2,750 max pre-tax each year (You may roll over up to \$500 in unused contributions to the following year.)	\$5,000 max pre-tax each year (or \$2,500 per year if filing separately from spouse, per IRS rules.)
What can the money be used for?	Reimburse yourself for expenses such as deductibles, co-pays and co-insurance, prescription drugs, medical supplies, dental work, contact lenses, eyeglasses, certain over-the-counter medications and menstrual care products.	Reimburse yourself for deductibles, co-pays and co-insurance for dental and vision expenses only.	Reimburse yourself for expenses such as nursery schools, licensed day care centers (including adult day care facilities for disabled dependents), in-home day care providers, before- and after-school care (if not already included in tuition) and summer day camp, but not overnight camp.

⁵The Limited Purpose FSA is compatible with the HSA medical option.

⁶If you participate in the Dependent Care FSA, you cannot apply for the Dependent Care tax credit.

Life and AD&D

	BASIC	OPTIONAL
Employee	1x annual salary	1x, 2x, 3x, 4x or 5x annual salary
Spouse	N/A	Life: Up to \$250,000 (in \$25,000 increments) AD&D: 50% of employee AD&D benefit
Child(ren)	N/A	Life: Up to \$10,000 (in \$2,000 increments) AD&D: 20% of employee AD&D benefit

Disability

	OPTION 1	OPTION 2
SHORT-TERM DISABILITY (STD)⁷		
Begins	After 14 days of disability	After 60 days of disability
Replaces	60% of your pay up to \$1,500 per week ⁸	
Continues	Up to 150 days (including waiting period)	
LONG-TERM DISABILITY (LTD)^{7,9}		
Begins		After 150 days of disability
Replaces	60% of pre-disability pay up to \$10,000 per month ⁸	50% of pre-disability pay up to \$10,000 per month ⁸
Continues		Until your disability ends or you reach the maximum period of payment based on your age at disability, whichever comes first ⁸

⁷You must be actively at work on your coverage effective date.

⁸Limits apply.

⁹Subject to pre-existing condition limits.

401(k)

LifePoint Health offers a 401(k) retirement plan.

The LifePoint 401(k) plan allows for salary deferrals of both traditional pre-tax contributions and Roth contributions. Additionally, LifePoint will match a portion of your 401(k) contributions.

Accident Insurance

The LifePoint Group Accident Insurance pays you a fixed lump sum amount to help with out-of-pocket treatment and costs in the event of an accident. It covers a range of incidents, from common to severe injuries that occur both on and off the job.

Critical Illness Insurance

LifePoint's Critical Illness Insurance pays you a fixed lump sum payment to help offset the impact of out-of-pocket expenses such as child care, travel, high deductibles and copays when you or your family members are diagnosed with a covered critical illness.

Hospital Indemnity Insurance

LifePoint's Hospital Indemnity Insurance pays you a fixed lump sum to help with the costs associated with a hospital stay. It can also provide funds for the out-of-pocket expenses your medical plan may not cover, such as co-insurance, co-pays and deductibles.

ID Watchdog

ID Watchdog offers an easy and affordable way to help better protect and monitor the identities of you and your family. You'll be alerted to potentially suspicious activity and enjoy the peace of mind that comes with the support of dedicated identity resolution specialists.

Dental coverage at-a-glance

Plan overview:

	BASIC PLAN	PREMIER PLAN
Your cost for coverage (see your cost for coverage for details)	Lower	Higher
Maximum amount covered by the plan each year	Lower maximum	Higher maximum
Covered services	Preventive and basic care (like fillings and extractions) only	Includes major care (crowns and bridges) and orthodontia
Available dentists	See any provider of your choice, though you'll spend less if you use a provider in the Delta Dental PPO or Premier Plus network.	

Coverage overview

	BASIC PLAN	PREMIER PLAN
Annual deductible	\$25 per person; \$75 per family	\$75 per person, \$150 per family
Preventive and diagnostic services (cleanings, exams and X-rays)	Covered 100%; no deductible (out-of-network: balance billing applies)	Covered 100%; no deductible (out-of-network: balance billing applies)
Basic services (fillings and extractions)	You pay 50% after the deductible (excludes endodontics, periodontics and oral surgery)	You pay 20% after the deductible
Major services (crowns and bridges)	Not covered	You pay 50% after the deductible
Orthodontia	Not covered	You pay 50% \$1,500 lifetime maximum benefit
Annual benefit maximum (how much the plan will pay toward your care each year)	\$500 per person	\$1,500 per person (not including orthodontia)

Vision coverage at-a-glance

In-network coverage overview

	BASIC PLAN	PREMIER PLAN
WellVision Exam®	Available once every calendar year; you pay a \$15 copay	
Prescription glasses		
Lenses: single vision, lined bifocal and trifocal <i>Available every calendar year</i>	You pay \$20 Polycarbonate lenses for dependent children: you pay \$20	You pay \$20 Polycarbonate lenses for dependent children: you pay \$20
Frames <i>Available every other calendar year</i>	Wide selection of frames: \$150 allowance Featured brands: \$170 allowance Walmart, Costco, Sam's: \$80 allowance	Wide selection of frames: \$220 allowance Featured brands: \$240 allowance Walmart, Costco, Sam's: \$120 allowance
	Get 20% off amounts you spend over your frame allowance (not available at Walmart or Costco)	Get 20% off amounts you spend over your frame allowance (not available at Walmart or Costco)
Contact lenses (instead of glasses)		
Elective contacts <i>Available every calendar year</i>	\$150 allowance	\$200 allowance
Medically necessary contacts <i>Available every calendar year</i>	You pay \$20	You pay \$20

Out-of-network reimbursement amounts

	BOTH PLANS
Exam	Up to \$45
Lenses: single vision, lined bifocal and trifocal	Up to \$30 / up to \$50 / up to \$65
Frames	Up to \$70
Contact lenses: <i>Elective / medically necessary</i>	Up to \$150 / up to \$210
Contact Lens Exam (<i>Fitting & Evaluation</i>)	Up to \$60

EAP

EAP

Free, confidential advice for you and your family - 24/7.

Daily challenges make life tough. That's why we offer an EAP-administered by Resources for Living (RFL) - to provide confidential support and guidance to you and your family, 24/7. So, whatever the weather, you know we're here for you. It's free of charge, easy to access, and available whenever (and wherever) you need it.

We hope this at-a-glance guide helps to outline the benefits available to you and your family, should you join the LifePoint team.

The information on this document provides a summary of the benefits offered by LifePoint Health. The company reserves the right to change (including the amount of employee contributions), amend, modify, suspend or terminate all or any portion of the plans, at any time and for any reason. If there are any discrepancies or ambiguities between this communication and any plan provisions, the terms of the Plan Document, Summary Plan Description and, if applicable, insurance policy contracts and other documents forming the Plan, as interpreted by the Plan Administrator, will apply rather than this document.

- The website for Resources for Living is <https://www.resourcesforliving.com/login> and we give the employee this site and the number if they ever need to use it. I can see if we have any documents on this program as well. The number is 800-701-0875.

Health insurance in Columbus, GA

If you click on the following listings, you are leaving [healthinsurance.org*](#).

1

Discount Health Plans in Georgia (Starting at \$129)

[Georgia.Health-Rates.com](#)

- Compare DISCOUNT Health Plan Coverages in Georgia.
- Choose from PPO, HMO, and Short Term Plans.
- LOWEST Rate Comparison for Top Providers.
- Get Coverage Next Day - FAST 100% FREE QUOTE!



[View My Quote](#)

2

2022 Georgia Health Plans from \$59/mo

[www.HealthPlanRate.com](#)

- Get quick Rates Comparison.
- Compare Affordable Coverage Online (100% Free).
- Top Rated Plans for Families & Individuals in Georgia.
- Affordable Health Insurance Quotes.
- Enter Your Zip Code & Compare Plans and Prices.



[View My Quote](#)

3

Comprehensive coverage in Georgia

[www.HealthInsurance.net](#)

- Top plans from the nation's most trusted carriers
- Coverage for mental health, prescriptions, and preventative services
- Competitive Georgia rates in 31904
- Your health, your choice! See major medical coverage options today
- Chosen by over 30 million Americans since 1996



[View My Quote](#)

4

Blue Cross of GA, UnitedHealth, & Aetna: Best 2021 Open Enrollment Deals

www.FirstQuoteHealth.com/2021deals



- Learn why we have the only Health plan in Muscogee to receive 5 out of 5 stars for 2021.
- 1. Compare the LOWEST rates you will find from the top providers in the country.
- 2. Review all the new best deals in Muscogee County in minutes.
- 3. Get covered and earn huge savings!

[View My Quote](#)

5

Affordable Care Act 2022 Plans in Georgia

www.AffordableHealthPlans.org



- Need Health Insurance For Low Income Adults?
- Our Experts Have Collected the Best Plans from \$69/m.
- Save Time & Money with Free Insurance Quotes.
- Choose Subsidy Eligible & Private Plans.
- Check New Plans in Your State!

[View My Quote](#)

6

AFFORDABLE HEALTHCARE IS A CALL AWAY

www.healthcare-insurance.com



- Free Comparisons of Top Healthcare Plans
- Get Coverage as Soon as Tomorrow
- Save BIG on The Best Healthcare Coverage Around
- Mobile Access to Top National Providers

[View My Quote](#)

7

2022 Health Insurance Plans in Columbus, GA

[HealthCare.com/Enrollment/GA](#)

- Affordable Health Insurance Plans Available All Year Long!
- Life Events May Qualify You For Obamacare Enrollment.
- Low-Cost Short-Term Health Plans Also Available. Be Secure. Be Safe. Get Coverage For 2022.
- View Over 99 New Plan Options For 2022.
- Find The Right Plan Fast - Search Plans By ZIP



HealthCare.com

►► New Plans ◀◀

[View My Quote](#)

List of medical Providers and Specialties

A list of Primary Care (Family Medicine and Internal Medicine) and Pediatricians are available upon request.

Vacation and Leave of Absence Policy

Policy

Residents are provided with a minimum of six weeks of approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once and at any time during an ACGME-accredited program, starting the day the resident is required to report.

Procedure

Time off includes time off for holidays, vacation, illness, personal days, and other absences. Time off provides the resident with at least the equivalent of 100 percent of their salary for the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken; and provides the resident with a minimum of one week of paid time off reserved for use outside of the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken.

Requests for time off must be made one (1) month prior to the date(s) desired and returned to the Program Coordinator. Emergencies will be considered on a case-by-case basis. Every effort will be made to accommodate last-minute requests for job/residency interviews and family emergencies.

There is no provision that allows residents to work double shifts or weekends to trade days. In order for time off to be approved, any and all duties or scheduled call times must be covered. If a resident is scheduled for a call shift during the time in which he/she would like to take time off, he/she will be responsible for finding another resident to switch call shifts. All changes in call shifts must be approved by the Program Director in advance.

Time off will only be granted when all of the resident's logs (clinical and educational work hours, clinic logs, evaluations, etc.) are up-to-date.

At the discretion of the Program Director, time off may not be allowed during certain rotations or certain dates of the Academic year.

Residents are required to use the allotted time off when unavailable for work on a Leave of Absence unless the resident is receiving worker's compensation, short-term disability or long-term disability payments.

Note that all resident contracts are for a one-year period unless otherwise written. While it is true that any time off beyond the 20 days in any academic year may necessitate extending the resident's time to completion, it is not guaranteed that another contract for the next academic year will be offered. There are situations where there will not be a position for a resident following an extended leave of absence. Every effort will be made to keep residents on schedule.

Bereavement

Time off includes time off for holidays, vacation, illness, personal days, and other absences, including bereavement.

Jury Duty Procedure

If a resident receives a notice that he/she is to report for jury duty, he/she is required to notify the residency Program Director immediately so that coverage can be arranged. St. Francis will pay the resident his/her regular salary for the length of time in which he/she has required jury duty. If court is not in session or if a resident is dismissed early, he/she is expected to report to work as soon as possible after being dismissed, unless otherwise mandated by state law. Upon returning to work, the resident must submit written proof of jury duty to the Program Director in order to be reimbursed.

Leaves of Absence

Family Medical Leave Act (FMLA)

Policy

In accordance with the “Family and Medical Leave Act,” the St. Francis leave of absence policy supports up to twelve (12) work weeks of unpaid leave during a 12-month period for the following circumstances:

- a. For the birth of a child;
- b. For the placement of a child for adoption or foster care;
- c. To care for a spouse, child or parent with a serious health condition;
- d. Because of a serious health condition that causes the resident to be unable to perform the essential functions of his/her job;
- e. For the care of a “Covered Service Member” with serious injury or illness incurred in the line of duty that rendered the service member medically unfit to perform his/her duties; or
- f. For any “Qualifying Exigency” arising out of the fact that a spouse, child, or parent of the resident is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation.

Procedure

The 12-month period is measured forward from the date the resident’s first FMLA leave begins. To be eligible for FMLA, the resident must:

- a. Have been employed at St. Francis for at least twelve (12) months; and
- b. Have actually worked at least 1,250 hours during the 12-month period immediately preceding the request for leave.

Residents must apply for this leave and it must be approved by Human Resources. Forms are available in the St. Francis Human Resources office.

If eligible for FMLA, FMLA must be applied for concurrently with any leave due to maternity or paternity, short-term or long-term disability, and leave pursuant to the policy section “Extended Leave of Absence.”

Leave under this provision only protects the resident’s job (i.e., job security). It does not provide any income guarantee or entitlement. Time taken off for leave may extend the training period as necessary to comply with the specialty board requirements for time in training.

While on FMLA, Residents are entitled to up to twelve weeks of St. Francis-subsidized benefits only. See Human Resources policies on PolicyStat via the St. Francis Intranet for further information.

Maternity/Paternity Leave

Procedure

It is the Resident's responsibility to notify the Program Director as soon as possible in advance of anticipated utilization of a maternity/paternity leave. Time taken off for a maternity/paternity leave may extend the training period, as necessary, to comply with specialty board requirements for time spent in training. The department to which the Resident is assigned must approve any leave of absence. If eligible for FMLA, FMLA must be applied for at the same time a maternity/paternity leave is requested.

Extended Leave of Absence

Policy

Residents with extraordinary and long-term personal or family tragedies may be granted extended leave without pay and without loss of previously accepted residency position or status for periods of up to one year in the following circumstances:

- a. Terminal illness.
- b. Permanent disability
- c. Complications of pregnancy that threaten maternal or fetal life.
- d. Other —devastating conditions or personal tragedies from which eventual recovery and/or return to regular employment may be reasonably expected.

Procedure

If extended leave is requested, the residency Program Director will provide the Resident written information regarding its potential impact on:

- a. Requirements for successful program completion.
- b. Requirements of specialty board for time spent in training.

The Program Director will also provide written information regarding availability of alternative accommodations, such as reduced hours, night-call accommodations, modified rotation schedules and part-time scheduling.

Eligibility for extended leave will be determined on a case-by-case basis by the Residency Program Directors and DIO, in consultation with HR.

If extended leave or other accommodations are granted, the Residency Program Director will prepare written documentation of the circumstances and conditions of these accommodations, as well as the necessary requirements for the Resident to return to full active status.

Military Reserves or National Guard Leaves of Absence

Policy

Residents who serve in U.S. military organizations or state military groups such as the National Guard may take the necessary time off to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws.

Additional Benefit & Leave Considerations

- a. Effect of Leave for Satisfying Completion of Program:

- i. Time taken off for any leave may extend the training period, as necessary, to meet specialty board requirements for time spent in training. Residents should check with their Program Director to make sure they are not in jeopardy of needing to extend their training and, therefore, changing plans for a job or fellowship opportunity.
- ii. Residents are not automatically guaranteed re-entry into the training program and therefore should discuss future arrangements with their Program Director prior to commencing a leave of absence.
- iii. A resident remains eligible for health benefits during the time he/she is on unpaid leave. During the time the resident is not receiving pay, the usual payroll deduction obviously cannot be made. The resident, therefore, is responsible for direct payment of benefits costs. A check or the appropriate amount must be received by the benefits office before the 15th of each month to assure uninterrupted coverage.
- iv. A resident requiring further leave after FMLA has expired, or a resident exercising any of the other forms of unpaid leave, assumes full cost of any insurance coverage.
- v. Any leave of any kind must be coordinated through Human Resources and notification to the Graduate Medical Education Office is required.

b. Unscheduled Absence

- i. Absence from work without notifying the Department of Medical Education will be considered a voluntary resignation. If the resident's preceptor (attending physician) is taking time off, the resident is still considered to be on-duty. The resident must report or notify the Residency Office of his/her attending physician's absence and his/her availability for didactics and other activities of the program. If the resident does not notify the residency office before such a situation, this will be considered a violation of disciplinary standards.

Contract

RESIDENT PHYSICIAN EMPLOYMENT AGREEMENT COVER PAGE

Date of Agreement: Latest Signature "Effective Date": Duration of the Resident's participation in the Program
"Resident": "Term":
"Employer": St. Francis Health, LLC d/b/a St. Francis Hospital | Emory Healthcare
"Graduate Medical Education Program Specialty": Choose an item.
"Resident Address": "Employer Address": 2122 Manchester Expressway
Columbus, GA 31904
Attn: Chief Executive Officer
PGY1: \$53,951.04 per year (prorated) until such time as Resident has fulfilled the requirements for advancement to PGY2;
PGY2: \$55,757.22 per year (prorated) until such time as Resident has fulfilled the requirements for advancement to PGY3;
PGY3: \$57,636.63 per year (prorated) until such time as Resident has fulfilled the requirements for graduation

- I. The capitalized terms in any attached exhibits not otherwise defined, shall have the definition of such terms within quotations set forth on this Cover Page.
- II. The following listed exhibits are hereby incorporated and deemed to be a part of this Agreement:

Exhibit	Title
A	Standard Terms and Conditions
B	Supplemental Benefits
C	Binding Arbitration

IN WITNESS WHEREOF, Employer and Resident have duly reviewed and executed this Agreement as of the dates set out beneath their respective signatures, and hereby certify the following:

- 1) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;
- 2) The compensation arrangement is established at fair market value;
- 3) This Agreement supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof and does not condition the payment or the arrangement on the volume or value of any referrals or other business generated between the parties;
- 4) Until the Agreement is listed in Employer's Master Contract Database to the extent required by 42 C.F.R. § 411.357(d)(1)(ii), no payment shall be made nor services accepted under this Agreement; and

- 5) Upon the Effective Date of this Agreement, the parties agree to ensure that no payments are made and no services rendered beyond the terms of this Agreement, or the terms of other company approved agreements between the parties.



DRAFT - NOT FOR SIGNATURE

EXHIBIT A
STANDARD TERMS AND CONDITIONS

This Resident Physician Employment Agreement (the "Agreement") is hereby effective as of the Effective Date by and between Employer and Resident.

WHEREAS, Employer has established an accredited clinical training program in graduate medical education (the "Program"); and

WHEREAS, Resident holds the permit and qualifications needed to practice medicine as a post graduate trainee in the State of Georgia; and

WHEREAS, Employer desires to employ Resident, and Resident desires to be employed by Employer as part of a residency at Employer's hospital pursuant to the terms and conditions of this Agreement;

WHEREAS, the parties mutually agree that quality healthcare, along with supervised graduate medical education, is a priority of the parties; that there is a need for flexibility within the working relationship of the parties; and that an understanding of the rights and responsibilities of both parties is important at the onset of and throughout their relationship; and

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and agreements set forth herein, and with intent to be legally bound hereby, the parties hereby agree as follows:

I. PROGRAM DESCRIPTION AND TERM OF AGREEMENT

- 1.1 **Term of the Agreement.** Unless it is terminated sooner in accordance with the terms hereof and applicable GME rules and regulations, this Agreement shall commence on the Effective Date and shall remain in full force and effect for the duration of Resident's training program, anticipated to be three (3) years. Resident shall remain at any assigned level of training (PGY) until Resident has completed all requirements prior to advancement to the next PGY.
- 1.2 **Graduate Medical Education Program Specialty.** As defined on Cover Page.

II. COMPENSATION AND BENEFITS

- 2.1 **Compensation.** Resident shall receive the annual Base Salary as defined on the Cover Page, payable in accordance with the terms in Exhibit B, attached hereto and incorporated by reference herein.
- 2.2 **Benefits.** Resident shall receive the benefits mandated by law; including, but not limited to, workmen's compensation coverage, as well as additional benefits as may be implemented from time to time according to Employer's policies.
- 2.3 **Professional Malpractice Liability Insurance.** Resident shall receive professional malpractice liability insurance coverage for Employer-related activities that are provided by Resident within the scope of the responsibilities pursuant to the provisions of this Agreement. Resident will

continue to be covered for Employer-related activities Resident provided while active in the Program, even after Resident completes and/or leaves the Program and Employer. Resident may request a copy of the coverage information from the GME office at any time during regular office hours.

III. OBLIGATIONS OF EMPLOYER

- 3.1 **Environment of Training.** Provide an educational program in graduate medical education and graduate clinical training that meets the standards in effect of the "ACGME Program Requirements for Graduate Medical Education" as may be amended from time to time. Provide GME policies that address pertinent aspects of resident development, clinical work hours, moonlighting, and supervision.
- 3.2 **Resident Involvement.** Employer shall facilitate involvement of Resident in appropriate Employer committees or councils addressing patient care issues.
- 3.3 **Designation of Director.** Employer shall designate a director ("Program Director") and his/her designee to serve as person or persons responsible for the implementation of this Agreement and for the overall supervision of Resident.
- 3.4 **Evaluation.** Provide to Resident a semi-annual written evaluation of Resident's work and performance by Program Director or designee. Evaluations may be made more frequently and may include objective testing methods, direct counseling, and corrective action plans.
- 3.7 **Compensation and Benefits.** Employer shall provide Resident with compensation and benefits as described in Section II.
- 3.8 **Grievance and Due Process Procedures.** Employer shall provide Resident with a process to resolve a grievance. A grievance shall be defined as a claim or dispute by Resident against Employer concerning the interpretation or application of Resident Agreement, rules, regulations, or written policies of Employer affecting Resident, the treatment of Resident in the Program, and/or the evaluation of Resident's performance while in the Program.
 - (a) **GME Specific Policies.** Resident acknowledges that these grievance resolution procedures replace completely any processes which may otherwise be available to employees of Employer.
- 3.10 **Making Up Leave Time and Notification of Effect on Leave.** Resident is informed and acknowledges that additional training after a leave of absence may be needed for successful completion of Program and/or Board Certification requirements. The amount of sick leave, leave of absence, or disability time that will prolong the training time for Resident shall be determined by Program Director and the requirements of the program and/or certifying Board. In such instances, the Program Director or the GME Office will notify Resident of the effect such leave may have on Resident's training.

IV. OBLIGATIONS OF RESIDENT

- 4.1 **Employer Bylaws, Rules, Regulations and Policies.** To comply with the bylaws, rules, regulations, and policies of Employer at all times during the term of this agreement and any amendments thereto, all as may be adopted or approved from time to time by the Governing Council, Medical Staff, Board of Trustees, or Administration of Employer, and/or any other duly authorized source, including but not limited to:
 - (a) Employer Medical Staff Bylaws and Rules and Regulations;
 - (b) All other policies, rules, and regulations of Employer; and
 - (c) Medical Staff Standards of Accreditation of Hospitals.
- 4.2 **Employer's Mission.** To accept and respect the mission of Employer and its values of service excellence and to abide by Employer's business conduct principles and the behavioral expectations articulated in Employer policies.
- 4.3 **Training Requirements.** To fulfill the educational and clinical requirements of the graduate medical education training for Program specified above, and to complete the training cycles within the time allotted. Except for personal emergency medical situations, absence from Program for any reason must be approved in advance by Program Director. Following any personal medical absence, Resident shall complete a Return to Work Evaluation according to Employer's Policy.
- 4.4 **Patient Care.** To provide safe, effective, and compassionate patient care whenever assigned or assumed.
- 4.5 **Employer and GME Policies.** To be subject to Employer's employee and GME policies and procedures unless specified to the contrary in this agreement.
- 4.6 **State of Georgia License.** To obtain and maintain an appropriate State of Georgia medical license required for the participation in the educational or clinical programs hereunder. Such license may reflect status as "pending" or "active," depending on whether Resident's training has begun. Resident shall notify Employer in writing immediately if any such licensure is not renewed is revoked or otherwise restricted. Resident must also maintain appropriate certifications as required by the Employer.
- 4.7 **Immigration Requirements.** To comply, obtain, and maintain all legal requirements of the immigration and qualification requirements for International Medical School Graduates, if applicable.
- 4.8 **Documentation.** To appropriately and timely document care rendered as needed by continuity of care and for billing purposes and to dictate and authenticate reports of the history and physical and discharge summary in accordance with the Medical Staff Bylaws and Rules and Regulations or be otherwise subject to penalties that may include reduction of privileges, suspension,

termination, or failure to receive a certificate at completion of Program. All of such reports, records and supporting documents belong to the Employer.

- 4.9 **Assignments.** To follow the schedule established by Program with the understanding that hours may vary depending upon medical needs of the clinical rotation(s) to which Resident is assigned. Resident must also follow the assigned clinic schedule and clinical rotation schedule.
- 4.10 **Employment Physical.** Resident will participate in a physical examination at the Employee Health Office, or designated organization on or prior to commencement of work under this Agreement, and to have the results of said examination verify that Resident has no conditions that would preclude Resident from working in a drug-free workplace or from performing the duties and obligations of Program. Should Resident fail any aspect of the examination, this agreement shall be void.
- 4.11 **Accommodations/Special Needs.** Notify Program Director immediately if accommodations are needed to perform any of the essential job functions of the Program. Accommodation requests will be reviewed by the Program Director and Human Resources.
- 4.12 **Malpractice Claims.** To cooperate and participate in the defense of any claims arising out of actions taken during residency training and other activities at or assigned by Employer. This obligation continues after Resident has left Program and is not limited to claims in which Resident had direct involvement or knowledge.
- 4.13 **Courtesy and Respect.** To demonstrate courtesy and respect to patients, families, nursing personnel, and other personnel associated with Employer.
- 4.14 **HIPAA.** To comply with provisions set forth by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and endorsed by Employer in conjunction with guidelines set by the ACGME.
- 4.15 **Medical Malpractice.** Resident must meet all requirements for coverage under Employer's professional liability insurance policy and other applicable liability insurance policies.
- 4.16 **Development of Program Study.** Resident shall develop a personal program of study and professional growth with guidance from their Program Director that includes meeting core competency requirements defined by the ACGME for the Resident's respective PGY level. Resident must also demonstrate ability to assume graded and increasing responsibility for patient care which is demonstrated by meeting ACGME core competencies for the Resident's respective PGY level. Furthermore, Resident shall participate in safe, effective, high quality patient care under supervision, commensurate with the level of advancement and responsibility.
- 4.17 **Compliance.** Resident's actions while in the training program must be provided in compliance with: (i) the standards of the Joint Commission; (ii) all applicable Federal and State laws, regulations, and rules; and (iii) the rules and policies of Employer, including, without limitation bylaws, policies, rules and regulations of Employer and Employer's Medical Staff, as may be amended from time to time.

- 4.18 Cooperation.** Resident must fully cooperate with the Program and Hospital in coordinating and completing resident review committees and ACGME accreditation submissions and activities, including the legible and timely completion of patient medical records, charts, reports, procedure logs, and duty hour logging.
- 4.19 Quality Improvement and Risk Management Activities.** The Resident agrees to participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Program Director or Risk Management. Resident must report immediately to the Risk Manager any inquiry by any private or government attorney or investigator or any inquiry by any member of the press. The Resident agrees not to communicate with any inquiring attorney or investigator or any members of the press except merely to refer such attorneys and investigators to the Hospital Risk Manager and to refer the press to the Hospital Marketing Department.
- 4.20 Board Exam Eligibility.** If Resident's successfully completes all requirements of the training program, Resident is eligible to sit for the Specialty board examination. For internal medicine residents, this includes, but may not be limited to, board certification by the American Board of Internal Medicine (ABIM). For family medicine residents, this includes, but may not be limited to, board certification by the American Board of Family Medicine (ABFM).

V. OUTSIDE EMPLOYMENT ("Moonlighting")

- 5.1** Resident shall comply with Employer's Moonlighting Policy, including but not limited to the "Duty Hour" requirements, a copy of which will be provided upon request. Any Resident with either a temporary license or any type of visa is not permitted to undertake patient care activities or other employment outside Program. Other Residents may be allowed outside employment only if prior written approval from Program Director is obtained, and this may be withdrawn or modified if Program Director in his sole and absolute discretion believes such outside activity is interfering with assigned duties or obligations. The approval and extent of acceptable off-duty employment is wholly within the discretion of the Program Director. The Employer-provided professional liability insurance coverage does not include any outside employment, and a condition of Program Director's approval of such activity may include proof of the existence of liability coverage.

VI TERMINATION

- 6.1 Cause for Termination.** If Resident breaches any provision of this Agreement or any applicable law, regulation, rule or policy, including, without limitation the conditions precedent enumerated in Section 6.1(c) below, the Employer shall have discretion to terminate this Agreement and Resident's employment.

This Agreement may also be terminated at any time by a written release by mutual consent of the Resident and Employer. In the event of such termination, the Program Director shall determine the amount of credit, if any, toward satisfying education requirements to be awarded the Resident.

Employer may terminate this Agreement at any time for cause, effective upon receipt of written notice by Resident. Cause shall include; but not be limited to, the occurrence of any of the

following events as determined by appropriate Medical Staff leadership in consultation with Program Director:

- (a) Neglect of duty; including, but not limited to, violation of Employer's Bylaws, Medical Staff Bylaws, Rules and Regulations, or any policies, procedures, rules, and regulations of Employer;
 - (b) Commission of an act of misconduct, including fraud or dishonesty, determined to render Resident professionally unfit to practice medicine;
 - (c) Professional incompetence, inability to practice medicine with reasonable skill and safety to patients;
 - (d) Professional incompetence, inability to practice medicine with reasonable skill and safety to patients by reasons of use of alcohol or drugs;
 - (e) Resident's failure by omission or commission to perform the services specified in this Agreement or the usual and customary duties of Resident, as reasonably determined by Resident's Program Director, or designee; Graduate Medical Educational Committee; and/or Employer's Chief Executive Officer;
 - (f) Conduct prejudicial to the best interests of Employer;
 - (g) Failure to obtain or maintain an appropriate professional license, or debarment from any federally funded health program;
 - (h) To comply, obtain, and maintain, all legal requirements of the immigration and qualification requirements for International Medical School Graduates, if applicable;
 - (i) Failure to pass USMLE Step 3 or COMLEX 3 by the end of the second year of residency training. An exception to this rule occurs if Resident holds an unrestricted license in a US State or Territory that is approved by the Georgia State Board of Medicine for issuing a continuing license without USMLE 3 (e.g. Puerto Rico);
 - (j) Demonstrated failure to maintain an appropriate professional attitude and behavior toward patients and staff;
 - (k) Conviction of Resident of any crime punishable as a felony; or
 - (l) Resident's resignation or suspension of privileges from the medical staff of any hospital, revocation or suspension of DEA registration, or exclusion from participation in any federal or state health care program.
- 6.2 Licensure. This agreement shall terminate automatically upon Resident's failure to obtain or maintain licensure for the practice of medicine by the State of Georgia, immigration status

- required by law, or failure to qualify for the professional liability insurance coverage provided by Employer.
- 6.3 **Effect of Termination.** In the event of termination, all rights and obligations of the parties hereunder shall cease, provided, however, that the provisions of Sections 4.8, 7.5, and 7.9 shall survive termination of this Agreement. Notwithstanding any current or future bylaw, rule or regulation to the contrary, Resident shall not be entitled to challenge Employer's right to terminate this Agreement pursuant to Section 4.03 below or Employer's right to decline to renew this Agreement. Upon termination of this Agreement for any reason, Resident waives all rights to his/her position under Employer's or the Medical Staff's bylaws, rules or regulations.
- 6.4 **Compliance with Law.** If at any time either party reasonably believes, in good faith, based upon the advice of competent health care counsel, that this Agreement or the performance of any obligations under this Agreement, violates any State or Federal law or regulation; or presents a substantial risk of the loss or restriction of that party's certification, license or right to (a) participate in Medicare, Medicaid, Tricare or any other governmental health care program, (b) provide health care services, or (c) operate an acute care hospital; then that party may, upon written notice, require the other party to enter into good-faith negotiations to modify this Agreement in a manner that would retain as much as possible of the economic arrangements originally contemplated by the parties without violating any applicable legal, tax, or reimbursement requirements. If the parties are unable to reach an agreement concerning the modification of this Agreement within thirty (30) days after the date of the notice seeking negotiations (or sooner if required by law), then either party may immediately terminate this Agreement upon written notice to the other party. The rights of the parties under this Section are in addition to any other termination rights they may have.
- 6.5 **Loss of Training Program Accreditation.** In the event the Employer loses its training program Accreditation, discontinues the training program or loses Accreditation for trainee positions during the period of this Agreement, on the effective date of such action, the Resident shall have the option to be released from this Agreement and shall not be prohibited from immediately entering another program approved by the ACGME training. Also, on the date of such action, the Program Director shall grant the Resident credit for that portion of the residency completed and released there from. In the event of discontinuation of the training program, the Program Director agrees that every effort will be made to place the Resident in another appropriate program.
- 6.6 **Notice.** Resident may terminate this Agreement upon thirty (30) days prior written notice to Employer but only for a material breach of provisions of the Agreement by Employer or the failure of Employer to provide a graduate medical education and graduate clinical training program in the above-specified Program that meet the standards of the "ACGME Program Requirements for Graduate Medical Education" in effect from time to time as adopted by the ACGME.
- 6.7 **Appointment Length, Dismissal, and Promotion.** Employer's appointment of Resident shall be an initial term of one year. Promotion to a new PGY level is determined by the Program Director and Clinical Competency Committee (CCC) based on resident performance and evaluation tools. Resident must be in good standing and performing at or above Resident's PGY level in order to

be promoted. If, in the sole discretion of the Program Director and the Clinical Competency Committee, Resident has successfully fulfilled the requirements of the current PGY level, Employer shall notify Resident in writing of Resident's advancement to the next PGY level, and the compensation, benefits, rights, and responsibilities associated with the next PGY level shall commence as set forth in such notice. Should Resident be elected Chief of Resident's Program, the Parties shall enter an Amendment reflecting the stipend associated with such election. Should the resident not meet the requirements set forth by the Residency Programs-academic performance, patient care, professional, or other issues not listed, the Program Director, and CCC has the discretion to dismiss resident from the program.

VIII. GENERAL COVENANTS AND CONDITIONS

- 7.1 **Patient Records.** All records relating to any patient treated by Resident are the property of Employer, and shall be treated as confidential as required by law and shall be the property of Employer. However, Resident shall have access to such records in accordance with applicable State and Federal Laws and Employer's Policies.
- 7.2 **Agreement.** All questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of the State of Georgia. This Agreement is a personal service agreement, and nothing contained in this Agreement shall be construed to permit assignment, in whole or in part, by Resident of any rights or obligations under this Agreement, and such assignment is expressly prohibited.
- 7.3 **Offices And Support Personnel.** Employer shall provide (or arrange for the providing thereof) Resident such support services and personnel as required by the ACGME for the provision of professional services to those who receive the same.
- 7.4 **Ownership of Amounts Paid.** Resident acknowledges that all remuneration of any kind for professional clinical services rendered by Resident within the scope of Program is and shall remain the property of Employer. Resident hereby assigns to Employer the exclusive right to bill for, collect and retain any and all fees, reimbursement, payments and income attributable to services Resident renders hereunder. Under no circumstances may Resident bill any patient or public or private third-party, reimbursement program or entity for services Resident renders hereunder. Resident shall cooperate with and assist Employer and Employer's agents in all billing and collection efforts related to services Resident performs hereunder.
- 7.6 **Noninterference With Professional Judgment.** The provisions of this agreement notwithstanding, Employer shall not impinge upon Resident's right to make medical decisions concerning the treatment of patients being treated by Resident, except for the oversight and supervision provided by supervising physicians and faculty. Resident shall use Resident's medical judgment to make decisions as to admission to such facilities as Resident, in the exercising of Resident's medical opinion/judgment, shall deem appropriate and in the best interests of said patients, consistent with the utilization review and quality assurance programs established by Employer; provided, however, that Resident agrees that Resident's professional performance shall be periodically reviewed to ensure compliance with this section and other pertinent sections of this Agreement and with applicable standards of professional medical performance, and,

provided further, that Physician's professional performance shall at all times be subject to professional review and oversight by, Program Director, supervising physicians, faculty members, and Employer's Chief Medical Officer.

- 7.7 **Disclosures.** Resident acknowledges that Resident is to be employed by a highly regulated employer, and as such that statutes, laws, rules, and/or regulations may be enacted requiring certain disclosures of Employer and/or Resident and/or prohibiting Resident from engaging in certain transactions which may require Resident to disclose the names of relatives and/or other entities in which Resident or family members has/have an ownership or other such interest to assure that Employer does not engage in any prohibited transaction and/or that applicable regulations are adhered to by all parties. In furtherance thereof, Resident agrees to cooperate and make such disclosures as may be required by the Conflicts of Interest Policy and Code of Conduct of Employer, to assure compliance by Employer with any such statutes, laws, rules, and/or regulations.
- 7.8 **Confidentiality.** During the course of Resident's employment, Resident will acquire private proprietary information concerning Employer's finances, business practices, operations, policies and procedures, strategic plans, patient care, and related matters (collectively "Confidential Information"). The Confidential Information is and shall remain the sole and exclusive property of Employer. Resident may not at any time during or after the term of this Agreement, for any reason whatsoever, with or without cause, directly or indirectly use for any purpose or disclose or distribute to any person, corporation, partnership, sole proprietorship, governmental agency, organization, joint venture or other entity, any Confidential Information.
- Resident shall not disclose the contents of this Agreement to any third party, except as may be reasonably required for Resident to secure advice from professional advisors or as may be required by law. Resident shall notify Resident's professional advisors of the nondisclosure requirements of this Agreement and direct them to comply with same.
- At all times, patients treated by Resident shall be patients of Employer, not patients of Resident. Accordingly, all patient records and files, including medical records and x-rays, are property of Employer. In the event of the termination of this Agreement, all records and files shall be retained by Employer. Upon the termination or expiration of this Agreement for any reason, Resident will continue to refrain from using or disclosing Confidential Information. Following termination, all of Resident's rights to Employer's books or records, case stories and reports, memoranda, files, patient lists, accounts receivable, work in progress, telephone numbers, Confidential Information and other assets and documents relating to Employer's operations shall cease.
- 7.9 **Waiver.** The parties agree that a waiver of a provision and/or breach or default under this agreement shall not be construed as or operate as a waiver of the provision in the future or a waiver of the right to insist upon strict adherence to all other terms hereof or as a waiver of any subsequent breach or default.
- 7.10 **Notices.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person, effective

three (3) business days after mailing if mailed by certified mail, postage prepared, return receipt requested, or effective the next business day if delivered by overnight courier with charges prepaid, at the Resident Address and Employer Address set forth on the Cover Page, or to such other address as either party shall have designated for notices to be given to him or it in accordance with this Article.

- 7.11 **Survival Of Terms.** The parties agree that where necessary for the purpose of a provision of this Agreement and/or to give meaning to such provision, the same shall survive the expiration or termination of this agreement.
- 7.12 **Arbitration.** Except for disputes subject to the grievance procedures of Section 3.8, should any disputes arise between the parties hereto, the same shall be resolved using the dispute resolution procedure, including Binding Arbitration, set forth in Exhibit C, attached hereto and incorporated herein by reference.
- 7.13 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and contains all of the understandings and agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts between the parties with respect to the subject matter hereof.
- 7.14 **Amendment.** The terms of this Agreement may only be amended in writing executed by each of the parties hereto.
- 7.15 **Severability.** The invalidity or unenforceability of any particular provision of the Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.
- 7.16 **Successorship.** This Agreement shall be binding upon and inure to the benefit of Employer and its successors and assigns, and it shall also be binding upon and inure to the benefit of Resident, and Resident's administrators, executors, heirs, and assigns.
- 7.17 **Assignment.** Neither Employer nor Resident may assign any rights or obligations created by this Agreement without the express prior written consent of the other party.

EXHIBIT B

SUPPLEMENTAL BENEFITS

During the Term of the Agreement, Resident shall be entitled to the following:

- A. **Compensation.** Employer shall pay Resident the Base Salary, which is the rate established for Residents of like specialty. The Base Salary will be payable in bi-weekly installments in accordance with Employer's routine payroll procedures, less applicable deductions and withholdings.
- B. **Supplemental Benefits.** Employer agrees to provide Resident with the following supplemental benefits:
 - i. **Individual and Family Coverage.** In Employer's Comprehensive Health Care Plan as the same may be amended from time to time, within the limits of the plan's then applicable coverage.
 - ii. **Professional Malpractice Liability Insurance Coverage.** For Employer-related activities that are provided by Resident within the scope of the responsibilities pursuant to the provisions of this Agreement. Resident will continue to be covered for Employer-related activities Resident provided while enrolled in the Program, even after Resident completes and or leaves Program and Employer.
 - iii. **Term Life Insurance.** Equal to one (1) year's Base Salary.
 - iv. **Paid Vacation, Sick Time, and Holidays.** Resident shall also be provided vacation, sick, and holiday time computed in accordance with Employer's Benefits Policy for Resident Physicians and as that policy may be amended from time to time. Resident may have time away from assigned responsibilities with compensation and shall be scheduled with the approval of the appropriate Employer Representative.
 - v. **Disability Compensation.** In the event of an inability to perform duties as a Resident as provided by Employer's Disability Insurance plan.
 - vi. **Leaves of Absence** Resident shall also be eligible for full, partial, and unpaid leaves of absence in accordance with Employer's policies. Resident shall be required to make up missed training time as required by Employer's policies and the respective specialty board requirements.
 - vii. **Worker's Compensation.** Coverage under the laws of the State of Georgia.
 - viii. **Counseling Services.** Resident shall be provided access to confidential counseling and other support services available through the Employee Assistance Program.
 - ix. **Parking.** Resident shall be provided with parking.
 - x. **On-call Accommodations.** Customary hospital lodging in a secured area while on-call.
 - xi. **Meals.** Resident may be provided with a meal allowance according to each program's policy and at the discretion of the Program Director.

- xii. Scrubs and Lab Coats. In keeping with the practice at Employer, the medical staff and Residents are provided with scrubs and lab coats and are responsible for maintaining them in accordance with Employer's policies and procedures.
- xiii. Restrictive Covenant. Resident shall not be required to sign a non-competition guarantee.
- xiv. Residency Program Closure or Reduction. Resident shall be informed of Resident Program Reduction/Closure in accordance with the GME specified Policy.
- xv. Educational Allowance. Resident shall be eligible for the Educational Allowance according to Program policy.
- xvi. IT Support. Resident shall be issued IT equipment necessary to perform Resident's duties as a Resident, including a hospital-issued laptop and pager. All IT equipment issued to Resident shall be and remain the property of Employer, and Resident shall be liable for any loss or damage to, and failure to return, such equipment.
- xvii. License Reimbursement. The direct costs of necessary medical licensure and DEA licenses are reimbursable by the GME Office while Resident is in Residency Program.
- xviii. Memberships. Memberships required by Employer are reimbursable for residents while in Employer's Residency Program.
- xix. Required Examinations. The Residency Program fully covers the cost of an annual in-training examination. Residents who complete their COMLEX or USMLE Step 3 exams during their PGY-1 training year, and pass on the first attempt, are eligible for 100% reimbursement of the cost of the Step 3 exam. Documentation of passing the exam on first attempt must be provided to the GME Office.
- xx. Certifications. Certifications required by Employer may be renewed and maintained by residents at no cost if renewed through certificate programs offered at St. Francis Hospital|Emory Healthcare.

EXHIBIT C

BINDING ARBITRATION

1. **Resolution of Disputes Through Arbitration.** The parties hereto agree that all disputes arising under this Agreement, excepting only such action(s) as may be seeking injunctive relief, shall be resolved via binding arbitration via the procedures which follow. The term "dispute" shall include, inter alia, the application of this agreement and its terms, as well as the existence of "cause", as heretofore defined, for purposes of termination of this agreement therefore, as well as any claims for damage that may arise therefrom.
2. **Appointment of Arbitrator.** Any matter for arbitration shall be decided solely by an arbitrator chosen by agreement of the parties, provided, however, if the parties cannot otherwise agree upon such arbitrator, then and in such case the said arbitrator shall be chosen by the Court (defined as the Superior Court of Muscogee County, Georgia,) under the procedures at O.C.G.A. §9-9-4, and shall be a person, in the opinion of the Court, who is experienced and skilled in business law and healthcare law.
3. **Manner of Arbitration.** The parties hereto agree that the prompt resolution of any dispute arbitratable pursuant hereto is in the best interests of each party hereto, and in furtherance thereof, they do agree that arbitration pursuant hereto shall be conducted pursuant to the "Uniform Arbitration Act", O.C.G.A. §§ 9-9-1 *et seq.*, as the same may then be in effect. Such arbitration shall conform to the following, to wit:
 - i. any demand for arbitration shall be in writing, setting forth the issues to be decided via the arbitration, the relief requested, as well as setting forth a summary of the factual basis for the requested relief sufficient to allow the other party to be aware of the nature and basis of the dispute, and the requested relief, and further, said demand shall include the name of one individual that is proposed to be designated as the arbitrator, and said demand shall be served as hereinafter set forth upon the responding party;
 - ii. the responding party shall, within seven (7) business days after receipt of the written demand, respond in writing setting forth in narrative form a summary of the factual basis for its position as to the requested relief, if the Movant's requested relief is disputed, as well as responding affirmatively or negatively as to the arbitrator suggested by the moving party;
 - iii. should the responding party not be amenable to the arbitrator suggested by the moving party, and should the responding party desire to continue with the arbitration, then and in such case, should the parties be unable to agree upon a mutually acceptable arbitrator, the moving party shall within not more than five (5) business days after receipt of the responding parties response, petition the Court for appointment of the arbitrator as set forth supra pursuant to said Act. The failure of the moving party to so petition the Court shall constitute a waiver of the claim being asserted and the relief requested;
 - iv. the arbitrator so chosen shall commence hearing the issues in dispute within ten (10) days of his/her appointment, to the extent feasible, and shall continue the proceedings during reasonable and normal business hours on successive days between Monday and Friday, inclusive, (unless otherwise agreed to by the parties) until all evidence and arguments are presented. He/she shall make his/her decision in writing and shall dispatch the same to the parties to the dispute within not more than

- DRAFT - NOT FOR SIGNATURE
- four (4) business days after the hearing is completed; and
 - v. the arbitrator may interrupt the proceedings and allow discovery, only upon cause shown.
4. **Costs of Arbitration.** All costs of the arbitration, including the costs and expenses of the arbitrator and other expenses the arbitrator deems and determines are appropriate, shall be assessed against the parties to the dispute, as the arbitrator determines, based upon his/her assessment of which party, if any, is at "fault" and should bear responsibility therefore. Said arbitrator shall have the authority to, at his/her discretion, include as taxable costs the reasonable counsel fees and expenses of the same for the parties hereto.
 5. **Finality of Award.** The decision as rendered by the Arbitrator as above provided shall be final, binding and non-appealable, excepting only that either party may appeal the decision and seek vacation thereof pursuant to the provisions of O.C.G.A. §§ 9-9-13, 14. Such decision as becomes final pursuant hereto may, at the option of either party, be confirmed pursuant to O.C.G.A. §§ 9-9-15.