

PHYSICIAN RESIDENT EMPLOYMENT AGREEMENT

THIS PHYSICIAN RESIDENT EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2023, by and between Baptist Hospitals of Southeast Texas, a Texas non-profit corporation ("Employer"), and _____ ("Physician Resident"). Physician Resident and Employer shall each be referred to herein as a "Party" and collectively as the "Parties."

1. Recitals.

WHEREAS, Employer operates a Residency Program (the "Program") under the laws of the state of Texas.

WHEREAS, Employer desires to employ Physician Resident on a full-time basis, as a resident physician in training in the specialty of _____ (the "Specialty") during the Term of the Agreement.

WHEREAS, Physician Resident desires to be so employed, agrees to devote Physician Resident's full time and attention and hereby accepts and agrees to such employment pursuant to all of the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. Term.

The term of this Agreement shall commence on _____ (the "Residency Commencement Date"), and shall continue in full force and effect thereafter for twelve (12) months (except as otherwise indicated, the Term of the Agreement and any extension thereof shall hereinafter be referred to as the "Term"). Prior to the Residency Commencement Date, Physician Resident agrees to: (a) submit to and successfully pass a pre-employment drug screening; (b) provide documentation of identity and right to work; (c) provide proof of compliance with Baptist Hospitals of Southeast Texas ("Baptist Hospital") immunization policy(ies); and (d) submit to a criminal background and credit check as well as a reference review that Employer determines, in its sole discretion, is acceptable and desirable. Physician Resident acknowledges and agrees that Physician Resident's employment under this Agreement is conditioned upon the above referenced items.

3. Representations and Warranties of Physician Resident.

3.1 Employer has entered into this Agreement in reliance on Physician Resident's representations and warranties to Employer being true and accurate at the time Physician Resident entered into this Agreement and at all times during the Term as follows:

(a) Physician Resident shall possess a training license required as a resident physician in training in the Specialty and be authorized to practice medicine under the laws of the state of Texas;

(b) Physician Resident must provide official written documentation of successful completion of the USMLE Part III examination. This documentation must be provided to the Residency Program Director, or designee, by the end of the eleventh (11th) month of Physician Resident's first year of residency training. In the event Physician Resident fails to provide this documentation, Physician Resident may not be eligible, and a contract may not be offered, to enter the second year of training, however, Physician Resident may finish the current contract year. Should required documentation be provided at a later date, Physician Resident will be eligible to apply for a PGY-2 position, should a position be available;

(c) Physician Resident has never been disciplined, suspended or terminated from any other residency program;

(d) Physician Resident has never been reprimanded, sanctioned, or disciplined by any licensing board, state or otherwise; medical society; specialty board; or any healthcare facility;

(e) Physician Resident has never been denied membership or reappointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Physician Resident have ever been suspended, curtailed, denied or revoked;

(f) Physician Resident has never been subject to any disciplinary order, sanction or decree of any federal or state governmental agency having jurisdiction over the practice of medicine, and Physician Resident's license to practice medicine has never been suspended, curtailed, denied or revoked by any state licensing board;

(g) Physician Resident (i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal health care programs"), (ii) has not been convicted of a criminal offense related to the provision of health care items or services and has not been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs or Federal contracting, and/or (iii) is not under investigation or otherwise aware of any circumstances that may result in Physician Resident being excluded from participation in the Federal health care programs or debarred from Federal contracting. This is an ongoing warranty and representation, and Physician Resident must immediately notify Employer of any change hereto. A breach of this provision shall be a material breach of this Agreement; and

3.2 Upon successful completion of the entire Program (and all associated requirements), Physician Resident shall be eligible to sit for the Board Certification examination in the specialty of _____ as offered by the American Board of _____ or American Osteopathic Board of _____.

4. Duties and Covenants of Physician Resident.

4.1 Physician Resident shall be responsible for the requirements as set forth in the Program Manual(s) and the requirements established by each and every clinical rotation and/or specialty to which Physician Resident will be assigned within the scope of the Program.

Physician Resident's duties shall include, but not be limited to, the following:

- (a) participate fully in the educational activities of the Program including any accreditation, submission and activities as required by the Accreditation Council and Graduate Medical Education ("ACGME") as well as assume responsibility for teaching and supervision other Physician Residents and students;
- (b) comply with Baptist Hospital policies and procedures, including but not limited to, employee handbook, its quality assurance or improvement program and medical record documentation as well as Baptist Hospital's Medical Staff Bylaws, Rules and Regulations;
- (c) all other reasonable administrative duties as requested by Employer; and
- (d) comply with Program policies and procedures including, but not limited to, duty hours compliance, and restrictions on moonlighting.

5. Responsibilities of the Employer

5.1 Program Leadership: Employer shall provide a Director of the Program, who is an active member of the Hospital's Medical Staff, and who oversees the clinical and didactic aspects of the Program. Additionally, Employer shall comply with the accreditation and institutional requirements in accordance with the ACGME as well as the other responsibilities as described in the Program Manual(s).

5.2 Accommodation for Disabilities: In compliance with the Americans with Disabilities Act ("ADA"), the American Council of Graduate Medical Education ("ACGME") institutional requirements, and all other applicable state and local laws, Employer will provide reasonable accommodations to residents with disabilities, as set forth in Employer's Human Resources Policy HRF.03.01.0048 "ADA/ADAAA Reasonable Accommodation.

5.3 Employer Policies: For the Term of this Agreement, Employer's policies will address health insurance benefits for residents and their eligible dependents; disability insurance for residents/fellows; vacation and leave(s) of absence for residents, compliant with applicable laws; and institutional policies and procedures regarding resident clinical and educational work hours and moonlighting.

6. Professional Billing and Collection; Other Activities.

Employer shall bill, collect and retain all professional fees for professional medical services rendered by Physician Resident under this Agreement, whether such professional medical services are provided to patients at Baptist Hospital, or at any other location (the "Professional Fees"). Physician Resident hereby reassigns to Employer any rights Physician Resident may have to payments made by Medicare or any other third-party payer for services rendered by Physician Resident. In the event Physician Resident receives any Professional Fees directly, Physician Resident shall promptly deliver such Professional Fees to Employer. Physician Resident shall comply with those provisions of the law that affect Employer's and Baptist Hospital's reimbursement. Physician Resident shall do nothing that will adversely affect such reimbursement or Employer's or Baptist Hospital's provider status with any third-party payer.

7. Compensation and Benefits.

7.1 As compensation for all services rendered during the term of this Agreement, Employer shall pay to Physician Resident a Base Salary of Fifty-Six Thousand Dollars (\$56,000) per year, which shall be payable in accordance with Employer's normal payroll policies, subject to withholding of taxes, FICA, Medicare contribution, etc. In addition, Physician Resident shall receive employee benefits in accordance with applicable Employer policies and benefit programs, which are subject to amendment in Employer's sole discretion as well as described in the Program Manual(s). Physician shall also receive reimbursement for continuing medical education, which may include without limitation, study materials, memberships to professional organizations, and fees for testing (such as Step 3 and the applicable board certification), in an amount not to exceed One Thousand Two Hundred Dollars (\$1,200.00) for the Term of the Agreement. In order to receive such reimbursement, Physician must provide Employer with documented proof of such expense, including date of program and cost, as applicable. Physician Resident acknowledges that all of the compensation payable under this Agreement shall constitute compensation for rendering professional medical services, and that no portion of the compensation payable hereunder constitutes remuneration in return for the referral of patients or the ordering of tests or supplies.

7.2 Resident Physician may request a leave of absence in writing. Leaves of absence may be granted, subject to approval of Employer and the Director of the Program, which approval may be withheld for any reasons, subject to applicable laws and regulations and the requirements of the Program. Time spent away from the program may adversely affect the Resident Physician's ability to timely complete the program requirements.

8. No Referrals Required/Regulatory Compliance.

The parties expressly agree that nothing contained in the Agreement shall require Physician Resident to refer or admit any patients to, or order any goods or services from Employer or Baptist Hospital. Notwithstanding any unanticipated effect of any provision of the Agreement, neither Party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. §1320a-7b).

9. Insurance.

Employer shall procure and maintain professional malpractice liability insurance on a claims made basis in the amount of \$200,000 per occurrence/\$600,000 in the aggregate or an amount necessary to meet specific state requirements, covering Physician Resident for professional medical services provided pursuant to this Agreement. Employer shall be a named insured on such policy. Upon the expiration or termination of this Agreement, Employer shall purchase for Physician Resident an extended reporting endorsement (commonly known as "tail" coverage") for the policy purchased pursuant to this Section. If Physician Resident engages in moonlighting, Physician Resident shall maintain, at Physician Resident's sole cost and expense, professional malpractice liability insurance for such activities.

10. Reappointment.

Resident appointments in the Program may be renewed annually. Employer and the Program Director will, in their sole discretion, make reappointment and/or promotion determinations. In any event, if Physician Resident does not attain competence in the ACGME-mandated competencies in a progressive manner determined solely by the Program, then reappointment will be denied, but reappointment may be denied for other reasons, subject to the discretion of Employer, the Program, and the requirements of applicable law.

11. Discipline.

Discipline arising under this agreement shall be subject to Employer's progressive discipline and grievance policies and procedures.

12. Termination.

12.1 This Agreement may be terminated immediately by Employer upon the occurrence of any of the following events:

- (a) the loss, suspension (whether temporary or permanent) or probation of Physician Resident's training license;
- (b) Physician Resident's dismissal from the Program;
- (c) Physician Resident's death or permanent disability (as defined in accordance with Employer's disability policy);
- (d) the cessation of operations of Baptist Hospital;
- (e) the bankruptcy, insolvency, or receivership of Employer;
- (f) Physician Resident's breach of any representation or warranty set forth in Section 3;
- (g) the Employer's determination that Physician Resident's continued employment would pose an unreasonable risk of harm to patients, other employees, or others or would adversely affect the confidence of the public in the services provided by Employer or Baptist Hospital;
- (h) upon Physician Resident's failure to pass any drug test;
- (i) conduct by Physician Resident that is reasonably considered by the Employer to be gross insubordination, gross dereliction of duty, unethical, unprofessional, fraudulent, unlawful, or adverse to the interest, reputation or business of the Employer or Baptist Hospital;
- (j) Physician Resident being charged with, indicted upon a charge of, and/or conviction of a crime (other than a minor traffic violation without injury); or
- (k) notice that Physician Resident has been suspended, excluded, or debarred from any federal government payer program.

12.2 In addition to the termination provisions listed above, if either Party materially breaches any provision in this Agreement, and fails to cure such material breach within thirty (30) days following delivery to such Party of a written notice of the alleged material breach, then the other Party thereafter may immediately terminate this Agreement upon written notice to the breaching Party subject to any appeal process contained in the Program Manual(s).

12.3 The termination provisions in this Section 12 shall not be exclusive, but in addition to any other rights and remedies that the parties may have at law or in equity. Termination of this Agreement shall not release or discharge either Party from any obligation, debt or liability that shall have previously accrued and remains to be performed on or after the date of termination.

12.4 This Agreement may be terminated by Employer with or without cause upon thirty (30) days written notice.

13. Patient Care.

All duties and obligations of Physician Resident under this Agreement shall be performed under the supervision of an attending physician who shall have complete control over the diagnosis and treatment of patients assigned to Physician Resident.

14. Confidential Information.

During the term of this Agreement, Physician Resident may have access to confidential information, consisting of business accounts, patient information, confidential financial information, clinical protocols developed by Employer or Baptist Hospital, and other records of Employer or Baptist Hospital (some of which may be developed in part by Physician Resident under this Agreement), which items are owned exclusively by Employer or Baptist Hospital, as the case may be, and used in the operation of their businesses (the "Confidential Information"). During the Term of this Agreement, Physician Resident agrees: (a) not to use or further disclose Confidential Information other than as permitted or required by this Agreement and by applicable federal and state laws; (b) to use appropriate safeguards to prevent the use or disclosure of Confidential Information other than as provided for in this Agreement; and (c) that upon termination of this Agreement, Physician Resident will return all Confidential Information received from Employer in any form and retain no copies of such information.

15. Notices.

Any notice or other communication required or permitted by this Agreement shall be in writing and shall be effective upon hand delivery, deposit with a reputable overnight courier such as Federal Express for overnight delivery, or deposit with certified mail, postage prepaid, return receipt requested, and addressed as to Employer at Employer's address with a copy to Employer's Legal Counsel at Attn: General Counsel, 7950 Legacy Drive, Suite 1000, Plano, TX 75024, or to Physician Resident at Physician Resident's last business address while employed by Employer.

16. Miscellaneous.

This Agreement shall be governed by and interpreted under the laws of the State of Texas. Venue for any action concerning this Agreement between the parties hereto shall be in Jefferson County. In the event that such action is brought in or removed to a federal court and no federal court of competent jurisdiction is located within such county, venue for such action shall lie in the nearest county in which a federal court of competent jurisdiction is located. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no amendment, alteration or modification of this Agreement shall be valid unless in each instance such amendment, alteration or modification is expressed in a written instrument duly executed in the name of the Party or Parties making such amendment, alteration or modification. The headings set forth herein are for the purpose of convenient reference only, and shall have no bearing whatsoever on the interpretation of this Agreement. Any waiver of any provision hereof shall not be effective unless expressly made in writing executed by the Party to be charged. The failure of any Party to insist on performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, and the obligations of the Parties with respect thereto shall continue in full force and effect.

17. Required Approvals.

This Agreement, or any amendment or modification hereto, shall not be effective or legally binding on the Employer until Physician Resident has successfully completed Baptist Hospital's onboarding procedures, which include criminal and credit check review (based on my authorization to conduct such review as detailed in Exhibit A), and has been approved for employment by Employer's Human Resources, GME Institutional Coordinator, and Chief Financial Officer. Physician Resident understands and agrees that Employer may, in its sole discretion, terminate this offer of employment if Employer believes that the information obtained from any and all reference, credit, and/or background checks is unacceptable or undesirable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

EMPLOYER:

PHYSICIAN:

By: Justin Doss, CEO
