

BATON ROUGE GENERAL MEDICAL CENTER RESIDENT AGREEMENT

This Agreement concerning Family Medicine Residency Training is entered into this _____ day of _____, 2005, by and between Baton Rouge General Medical Center (“BRGMC”) and _____, MD (“Resident”), sometimes referred to collectively as “Parties”, effective _____ (“Effective Date”).

RECITALS

- 5 BRGMC desires to assist Resident in graduate medical education (“GME”) by granting an annual training and service stipend, and
- 6 Resident wishes to participate in the BRGMC Family Medicine Residency Training Program “Program”).

NOW, THEREFORE, Parties hereby agree as follows:

1. APPOINTMENT

- 6.1 **Preconditions.** Agreement is contingent upon Resident’s successful completion of BRGMC’s pre-employment placement assessment and verification of graduation from an accredited medical school. The pre-employment placement assessment, including drug screening, will be scheduled through the General Health System (“GHS”) Human Resources Department by the Program Coordinator in conjunction with a Program Orientation and must be completed at least four (4) days prior to the beginning of Program.
- 6.2 **Term.** BRGMC intends to accept Resident into a three-year Program; however, Agreement shall be binding upon Parties for a one-year term beginning on Effective Date. Re-appointment of Resident to a subsequent Term, as set forth on GME Policy 102, requires execution of a revised Agreement, and is contingent upon completion of all requirements for satisfactory progress as a Resident as determined by the Program faculty.

2. RESIDENT DUTIES AND EXPECTATIONS

- 6.3 **Duties.** Resident agrees to perform all assigned duties to the best of his/her ability, as required by Program and Medical Education Policy and Procedure Manuals, BRGMC Medical Staff Bylaws, Louisiana Medical Practice Act, and rules of any affiliated program to which Resident may be assigned by BRGMC, or as required by Program Director.
- 6.4 **Duty Hours.** Requirements concerning duty hours are set forth on GME Policy 121.

- 6.5 “Moonlighting”.** Resident may engage in “moonlighting” activities as defined and set forth on GME Policy 101.
- 6.6 Leaves of Absence.** Resident is allowed leaves of absence as set forth on GME Policy 122.
- 6.7 Program Expectations.** Resident shall:
- Develop a personal program of self study and professional growth with guidance from teaching staff;
 - Participate in safe, effective and compassionate patient care under supervision, commensurate with his/her level of advancement and responsibility;
 - Participate in institutional activities of Program;
 - Assume responsibility for teaching and supervising other Residents and students, as required;
 - Participate in programs and activities involving BRGMC Medical Staff;
 - Comply with BRGMC HR Policy 03-03 regarding Sexual Harassment and BRGMC Medical Staff Services Policy 130 regarding Physician Impairment.
 - Adhere to established practices, procedures and policies of GME, the Program, GHS, JCAHO, and all affiliates;
 - Participate in BRGMC committees, especially those relating to patient care review activities;
 - Apply cost containment measures in providing patient care; and
 - Cooperate with BRGMC in defense of any medical malpractice or other legal claim that may arise. To that extent, the Resident will advise Program Office of any address changes for five (5) years after leaving Program, or as long as any case in which Resident is involved remains active.

3. BRGMC DUTIES

- 5.1 Accreditation.** BRGMC shall maintain an approved GME Program accredited by the Accreditation Council on Graduate Medical Education.
- 5.2 Stipend.** For the term of Agreement, BRGMC shall pay to Resident a monthly training and service stipend of _____ for a PGY 1 house staff position plus an annual housing allowance of _____ paid in biweekly installments of _____.
- 5.3 Assignment for Practice of Duties.** BRGMC may elect to assign Resident to one or more of BRGMC'S affiliated programs or services. If control of BRGMC or Program substantially changes during term of Agreement, Resident may be assigned to the successor.
- 5.4 Benefits.** BRGMC shall provide to Resident the current GHS Resident Benefit package, which may be modified periodically, without notice. Limitations as to when vacation can be taken may apply according to established Program policy. Effect of leave time on Resident's status in Program will be determined by the Program policies

and policies of the American Board of Family Practice. BRGMC will provide professional liability insurance for Residents; it is understood that this insurance with the Louisiana Patient Compensation Fund is on an occurrence basis.

4. EVALUATION

- 5.1 **Evaluation.** Resident will be evaluated periodically during the Term of Agreement with the intent of assisting Resident in his/her personal and professional development, and assuring satisfactory progress. In the event of an adverse decision affecting Resident's timely completion of training, Resident shall be granted the right to present his/her views and any extenuating circumstances in an appeal process outlined in the Medical Education Policy and Procedure Manual.
- 5.2 **Grievance/Due Process.** Parties agree that they will provide each other an opportunity to discuss any difference, dissatisfactions, or grievances. Any grievances will be considered as outlined in the Medical Education Policy and Procedure Manual.

5. TERMINATION

- 5.1 **Without Cause.** Under no circumstances will either party terminate Agreement without cause in absence of at least thirty (30) days prior notice in writing to the other Party.
- 5.2 **For Cause.** Agreement shall terminate automatically upon:
- Death of Resident;
 - Resident's voluntary cessation of performance under Agreement;
 - Resident's action/inaction that threatens his/her ability to practice medicine or is willful misconduct or dishonesty, fraud, gross negligence or malfeasance in performance of duties and responsibilities pursuant to Agreement.
 - Resident's incapacitating illness, as determined by Resident's personal physician in consultation with FCP/HMG;
 - Resident is excluded from participation in any federal program or Agreement is determined to be in conflict with the Center for Medicare and Medicaid Services' *Conditions of Participation for Hospitals*.

- 5.3 **Payment Upon Termination.** Upon termination or non-renewal of Agreement, BRGMC shall pay Resident within sixty (60) days any and all fringe benefits required by BRGMC policies then in effect.

6. SOLICITATION

- 6.1 **Solicitation.** Upon termination of employment, Resident agrees that he/she will not directly or indirectly employ, or recruit for employment, as an employee or as an independent contractor, any employee of BRGMC, or its affiliates, for a period of one (1) year after termination. Resident also agrees that he/she will not directly or indirectly recruit patients who seek care at the Family Health Center, or to whom Resident has rendered professional services while serving in the capacity as Resident.

7. CONFIDENTIALITY

7.1 Confidential Information. Resident may view business plans, methods of operations, pricing policies, marketing strategies, records, trade secrets and other information (“Confidential Information”) regarding BRGMC, its officers, employees, patients, and vendors as a consequence of his/her relationship with BRGMC under Agreement. Resident shall not directly or indirectly disclose Confidential Information to any third party whatsoever, or use Confidential Information for any purpose other than to carry out duties pursuant to Agreement. Upon termination of Agreement, Resident shall immediately return to BRGMC any and all materials containing Confidential Information. The restrictions in this section shall not apply to information which is in the public domain, or which comes into the public domain through no fault of Resident, or if such disclosure is required by law.

The Parties have executed this Agreement on the date(s) shown below.

BATON ROUGE GENERAL MEDICAL CENTER:

Dionne E. Viator, CPA, CHE *Date*
Sr. VP & CFO

Floyd J. Roberts, Jr., MD, F.C.C.O. *Date*
Chief Medical Officer
Director Graduate Medical Education

Derek J. Anderson, MD *Date*
Program Director
Family Medicine Residency Program

Resident, MD *Date*