

## EMPLOYMENT AGREEMENT

This Employment **Agreement** ("Agreement"), effective as of the 8<sup>th</sup> day of January (2023) is by and between **ABC Community Health Center** ("Employer" or "ABC CHC"), a Virginia not-for-profit corporation having its principal place of business at 161 Cedar Creek St., Winchester, VA, and **Dr. R, by and through TOP PHYSICIAN** ("Physician"), of Great Falls, VA.

## WITNESSETH

WHEREAS, **Employer** is currently operating a federally qualified health center, licensed by the Virginia Department of Public Health, in Winchester, Virginia;

WHEREAS, **Physician** possesses a valid and unrestricted license to practice medicine in the Commonwealth of Virginia and is board eligible in Orthopedics;

WHEREAS, **Physician**, throughout the term of this **Agreement**, shall maintain such medical credentials as are necessary to engage in the practice of medicine and Orthopedics in the Commonwealth of Virginia;

WHEREAS, **Physician** represents and warrants to **Employer** that **Physician's** execution and performance of this **Agreement** will not violate or conflict with any other agreement to which **Physician** is a party;

WHEREAS, **Employer** desires to employ **Physician**, and **Physician** desires to be employed by **Employer**;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. DUTIES OF PHYSICIAN

**ABC CHC** shall employ **Physician** as a part-time Orthopedist who, in addition to the duties described herein, shall have such duties and responsibilities in connection therewith as designated from time to time by **ABC CHC** and as mutually agreed upon by the **Physician**.

A. **Physician** shall provide services to Orthopedic patients of **ABC CHC** in accordance with **ABC CHC's** appointment schedule, which may include weekend and evening hours. **Physician** shall provide direct out-patient care averaging five (5) clinic sessions per week and shall be on-call for the practice on a mutually agreed upon call-schedule per Section 1 B. Each session will be for seven (7) hours. One day of the week or a portion thereof may be set aside for scheduled operative procedures performed at ABC General Hospital (“ABC GH”) in addition to the direct patient care sessions. The direct patient care hours may vary from week-to-week but should average five (5) sessions per week.

B. **Physician** shall participate in the departmental call schedule. Calls shall be at a frequency of one (1) in four (4) weekdays and one (1) in four (4) weekends. The call arrangements will be made with mutual discussion amongst the participating providers within **ABC CHC** and the department staff. The call arrangements will include back up (secondary call) during which **Physician** will be available for any consultative services required by **ABC CHC's** Family Practice providers and **Physician** may be asked to be on primary call wherein the **Physician** will be responsible for addressing all **ABC CHC** patient care responsibilities when such patients seek services either by the telephone or when they present at ABC GH. The number of primary or secondary calls per month can be variable and scheduled according to the needs of the department for that month. **Physicians** shall cover each other's call during vacation/sick times. Participation as part of the severe weather/emergency crew is a requirement in accordance with **ABC CHC** severe weather /emergency preparedness policies.

C. **Physician** shall participate in **ABC CHC** Quality Improvement activities as assigned by the Chief Medical Officer of **ABC CHC** and will attend trainings specified by the Chief Medical Officer including Professional Development Day and periodic cultural competence related training.

D. **Physician** shall cooperate with **ABC CHC** efforts to evaluate **Physician's** performance through chart audits and other means and shall incorporate feedback into **Physician's** practice. An annual performance evaluation shall be scheduled with the Chief Medical Officer in the month of June, or such other time as may be agreed to by **ABC CHC** and **Physician**. Additional evaluations, if necessary, shall be scheduled with the **Physician** during the rest of the year. Performance evaluations may include discussions of standards with respect to completion of medical records, documentation of notes, interaction with personnel, tardiness, any other factors affecting **Physician's** performance, effectiveness, and/or the ability to meet organizational needs. Collective actions may include proctoring, temporary suspension of privileges, or termination of employment in accordance with existing **ABC CHC** policies and procedures.

E. **Physician** agrees that, in the performance of services hereunder, **Physician** shall conform with all recognized rules prescribed by the ethics of the medical profession, and all federal, state and local statutes and ordinances, and all rules, regulations, and by-laws promulgated by **ABC CHC** and such other hospitals at which **Physician** has clinical privileges .

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**Physician** shall avoid all acts, habits, and conduct that might injure or disrupt in any way, directly or indirectly, the professional reputation and standing of **ABC CHC** or of any of its Physicians.

F. **Physician** shall maintain privileges at a hospital within a reasonable vicinity of ABCCHC throughout the duration of this **Agreement**, including ABC GH.

G. During the term of this **Agreement**, **Physician** agrees not to undertake any private practice or “moonlighting” services that would interfere with care at **ABC CHC** or for **ABC CHC** patients. **Physician** will file and update conflict of interest statements. Any decision to work/moonlight at another practice or organization shall be made only after discussion with the Chief Medical Officer and/or Chief Executive Officer. The **Physician** shall not undertake any such additional activity which interferes with, or adversely affects, the provision of professional services under this **Agreement**, as determined by the Chief Medical Officer and/or Chief Executive Officer. The provider will submit proof of malpractice coverage for all “moonlighting” activities.

H. **Physician** agrees to cooperate, in good faith, with **ABC CHC** in all relationships or arrangements with any HMO, PPO, or PHO and to comply with all rules and regulations of **ABC CHC**, as determined by the Chief Executive Officer.

2 TERM

**Physician's** employment hereunder shall be deemed to have commenced on the 17th day of January, 2023 and shall continue for twenty four (24) months provided however, that it may be terminated earlier by either party pursuant to Section 5 hereunder.

This **Agreement** will renew at the end of its term unless a new agreement is in place or terminated by either party pursuant to Section 5 hereunder.

3 COMPENSATION

A. Base Salary

**Physician's** base annual salary shall be \$200,000 paid at \$3,846.15 per week less all applicable taxes and withholdings.

B. Bonus

A total sum of \$7,500.00 will be paid to the **Physician** in three installments as follows: the first payment of \$2,500.00 will be paid two (2) weeks after the start date with **ABC CHC**; the second payment of \$2,500.00 will be paid four (4) weeks after the start date with **ABC CHC**; the third payment of \$2,500 will be paid eight (8) weeks after the start date. This bonus is towards relocation and expenses.

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C. Extra Coverage Incentive

Occasionally the **Physician** may be asked to provide additional coverage for out-patient hours and/or call. The compensation for this additional coverage will be provided according to the prevailing **ABC CHC** Provider Additional Hour Coverage Policy.

4 FRINGE BENEFITS

In addition to the compensation to be paid to **Physician** under Section 3 of this **Agreement**, **Employer** shall, at its sole cost and expense, provide **Physician** with such fringe benefits as **Employer** may deem advisable and as provided in **ABC CHC** Personnel Policies applying to Physicians and other employees; provided, however, that such fringe benefits shall include:

A. Four (4) weeks paid vacation per year as measured from the date of hire, and ten (10) paid holidays per calendar year as defined by **ABC CHC**.

B. Up to Two Thousand Dollars (\$2,000.00) per year, defined as twelve (12) months commencing on July 1<sup>st</sup> for books, journals, or professional conferences, which offer CME credits or for other educational expenses, subject to submission of receipts and evidence of CME award. Five (5) paid CME days may be used during the year.

C. Dues for up to two (2) professional associations per year, defined as twelve (12) months commencing on July 1<sup>st</sup> and medical license, Federal and State DEA registration fees, and hospital staff application fees.

D. 100% of the cost of Worker's Compensation Insurance. Workers Compensation is contingent upon the filing for such claims in accordance with **ABC CHC** policies.

E. Ten (10) paid sick days per year.

F. Two (2) paid Personal Days, which must be used within the calendar year.

G. **ABC CHC** will provide full malpractice coverage through the Federal Tort Claims Act for time spent with health center patient care responsibilities. **Physician** is responsible for obtaining and maintaining adequate malpractice coverage and providing proof of same to **ABC CHC** before beginning any private practice or –“moonlighting” activities such as referred to in Section 1.

H. A long-range beeper during the time this **Agreement** is in effect.

5 TERMINATION

**Physician** shall be employed to render services from the Commencement Date and continuing until the expiration of ONE (1) year after the Commencement Date, unless this **Agreement** is terminated earlier upon the occurrence of any of the below:

A. Either **Employer** or **Physician** may terminate this **Agreement** by providing one- hundred twenty (120) days written notice of intent to terminate. **ABC CHC** may give pay in lieu of notice.

B. Upon the death of **Physician**;

C. Upon the permanent disability of **Physician**. Permanent Disability under this section shall mean the inability of the **Physician** to perform all of **Physician's** duties and responsibilities hereunder as a result of physical or mental impairment, which inability continues for a period of more than sixty (60) days in any one hundred twenty (120) day period, provided, however, that if any law related to disability or leave requires a longer period of leave for **Physician's** disability, then the time period herein shall be modified to comply with such law;

D. Upon the loss or restriction of **Physician's** license to practice medicine in Virginia, **Physician's** board certification or board eligibility, or the revocation or restriction of **Physician's** Drug Enforcement Administration registration ;

E. Upon the permanent loss or restriction of **Physician's** clinical privileges at ABC GH or such other institution at which **Physician** has significant clinical activity; or

F. By the **Employer** for Cause. Cause under this **Agreement** shall be defined as (i) conviction of the **Physician** for a fraudulent act or felony, (ii) willful misfeasance, illegal, dishonest, or intentional conduct which constitutes a breach of the **Physician's** covenants and obligations under this **Agreement** or under any applicable legal principle, (iii) any conduct, including negligent conduct, which is likely to have an adverse effect, directly or indirectly, on the professional reputation and standing of **Employer** or any of its Physicians, (iv) the **Physician's** failure or inability to satisfactorily perform **Physician's** duties and obligations under this **Agreement**, or (v) any act, event or circumstance constituting cause under the laws of the Commonwealth of Virginia.

Before terminating the **Physician** for Cause (other than pursuant to F(i) or (ii)), the **Employer** shall first provide **Physician** written notice of any alleged basis for a Termination for Cause and **Physician** shall have a period of at least thirty (30) days from receipt of said notice to rectify or cure the conduct in question.

In the event this **Agreement** is terminated, privileges provided by **ABC CHC** to **Physician** shall terminate contemporaneously with termination of employment.

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6 MISCELLANEOUS PROVISIONS

A. Governing Law: This **Agreement** shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

B. Severability: If any provision of this **Agreement** is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this **Agreement** shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this **Agreement** a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, or enforceable.

C. Entire Agreement: This **Agreement** sets forth the entire understanding of the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof. No terms, conditions, warranties, other than those contained herein, and no amendments or modifications hereto shall be binding unless made in writing and signed by the parties.

D. Interpretation: The parties hereto acknowledge and agree that: (i) each party has had the opportunity to consult with counsel, has reviewed and negotiated the terms and provisions of this **Agreement** and has contributed to its revision; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this **Agreement**; and (iii) the terms and provisions of this **Agreement** shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this **Agreement**.

E. Counterparts: This **Agreement** may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

F. Waiver: A waiver of any of the terms and conditions herewith shall not be construed as a general waiver by **Employer**.

G. Notices: Any notice required hereunder shall be deemed served if delivered personally or mailed by certified mail, postage prepaid, and properly addressed to the respective party to whom such notice relates at the addresses set forth in the records of **Employer** or at such different address as shall be specified by notice in the manner herein provided .

H. Examination of Books and Records: Until the expiration of this **Agreement** and up to seven (7) years after this **Agreement** terminates **Physician** shall, upon request, make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, the Commissioner of the Virginia Department of Transitional Assistance, audit firms or their representatives this **Agreement** and all other books, documents, and records as are necessary to certify the nature and extent of the costs incurred by **ABC CHC**. In the event that

there are subsequent changes of classifications or statutes, regulations or rules relating to record keeping, third party reimbursement, physician compensation, or any other matter, which **ABC CHC** determines, must be complied with to insure proper reimbursement from third parties for payments, **ABC CHC** shall notify the **Physician** of the responsibilities of the **Physician**. If the **Physician** provides such services under the **Agreement** through a subcontract worth ten thousand dollars (\$10,000) or more over a twelve (12)-month period with a related organization, the subcontract shall also contain a clause permitting access by the Secretary, Comptroller General, Commissioner and their representatives to the books and records of the related organization. **ABC CHC** mutually agrees to the above requirements in the event **Physician** is audited by parties referenced herein.

I. Non-solicitation: **Physician** agrees that, during **Physician's** employment at **ABC CHC** and for a period of one (1) year after the termination of the **Physician's** employment, regardless of the reason for such termination, the **Physician** will not actively induce, influence, or solicit any employee, agent, or independent contractor of **ABC CHC** to terminate his or her employment or other business relationship with **ABC CHC**, or otherwise interfere with any such employment or relationship, unless otherwise authorized in writing by the Chief Executive Officer, or designee. Nothing in this section is intended or shall be construed to violate G.L. c.112, 12X, or to deprive a patient of the right to see a physician of his /her own choosing.

J. Confidentiality: **Physician** agrees that, during the term of this **Agreement** or at any time thereafter, **Physician** will not use or disclose any Confidential Information which the **Physician** creates or to which the **Physician** has access as a result of the **Physician's** employment by **ABC CHC** and that such information is and shall remain the sole and exclusive property of **ABC CHC**. Confidential Information shall include all documents or electronically stored information containing clinical and other information related to **ABC CHC's** patients, providers, services, business strategy, financial and operating information. The parties acknowledge their ongoing obligations to comply with all HIPAA confidentiality regulations. Nothing in this section is intended or shall be construed to violate G.L. c.112, 12X, or to deprive a patient of the right to see a physician of his /her own choosing.

K. Board Certification: **Employer** will attempt in good faith to allocate cases to **Physician** that are required for Board Certification.

L. Intellectual Property: Any intellectual property created by or in which **Physician** participates in creating (including, but not limited to, inventions, designs, trade secrets, software, and copyrightable works) shall belong to and remain with the **Physician**, provided no **ABC CHC** resources, including time has been utilized by the provider in creating or participating in creating the said intellectual property.

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**IN WITNESS WHERE OF**, the parties have executed this **Agreement** under seal the day and year herein above written.


**EMPLOYER:**

**ABC COMMUNITY  
HEALTH CENTER**

*Meredith Buble*  
**MEREDITH BUBLE**  
**Chief Executive Officer**

**PHYSICIAN**

**DR. R. MD.**

  
**R. MD**  
**TOP PHYSICIAN**