

**Morehouse Medical Associates, Inc.
Physician Employment Agreement**

This Agreement is entered into as of the ____ day of _____, 20____ (“Effective Date”) between Morehouse Medical Associates, Inc. (“MMA”), and _____, Physician”).

WHEREAS, MMA is a Georgia non-profit professional corporation and is the Medical Practice Plan for Morehouse School of Medicine, Inc. (“MSM”), and provides a full range of physician services both at clinic locations operated by MMA and at various hospitals and clinics with which MMA or MSM has affiliated;

WHEREAS, Physician is or will by the Effective Date be duly licensed to practice medicine in the State of Georgia; and

WHEREAS, MMA desires to employ _____ (the “Specialty”) on the terms and conditions herein set forth.

Accordingly, in consideration of the mutual undertakings set forth herein, MMA and Physician agree as follows:

I. Employment Status and Duties.

(a) MMA employs Physician and Physician accepts employment by MMA to render professional services as a physician in the Specialty on behalf of MMA in the manner and to the extent permitted by the laws and regulations of the State of Georgia and the applicable codes of professional ethics.

(b) Physician’s duties shall be performed under the direction of MMA, acting through the appropriate MMA Clinical Section Chairperson. Physician shall comply with the terms of MSM’s Medical Practice Plan and the Articles of Incorporation, Bylaws and Rules of MMA and maintain appropriate records of professional services rendered by Physician; attend to billings, records, reports, claims, correspondence and administrative responsibilities required by MMA or (subject to instructions of MMA) appropriate in the circumstances. Physician’s other duties shall be such as the MMA Clinical Section Chairperson may from time to time reasonably direct, as appropriate for a physician in the Specialty.

(c) All patients treated by Physician shall be deemed patients of MMA and all billings, records, reports, claims and correspondence relating to Physician’s treatment of patients shall belong to MMA. Physician shall provide the services specified in this Section I when and if scheduled by MMA, including resident supervision and evening, weekend and on-call duties at the sites serviced by MMA.

(d) Except for Physician’s duties as an employed faculty member of MSM, Physician shall devote such time as is agreed to with the Clinical Section

Chairperson and his or her best efforts to Physician's responsibilities under this Agreement. Physician agrees that, during the term of this Agreement, Physician shall not, at any time or place, either directly or indirectly, without the express written consent of MMA, engage in professional clinical practice or in any activity competitive with or adverse to the business practice or affairs of MMA. In the event MMA consents to any such outside activities (which consent shall be effective only if in writing signed by the Clinical Section Chairperson or his or her designee and an officer of MMA), MMA shall have no responsibility or liability for such activities and Physician shall hold MMA harmless therefrom.

(e) Physician shall participate and comply fully with all requirements of MMA's Corporate Compliance Program, including timely participation in training, auditing and reporting.

II. Compensation. Base salary, fringe benefits and incentive compensation, if any, shall be set by MSM in accordance with the Medical Practice Plan upon the recommendation of the appropriate Clinical Section Chairperson and are set forth in Physician's annual MSM faculty appointment letter.

III. Professional Liability Insurance. Physician shall be provided professional liability insurance coverage for Physician's duties hereunder, under MSM's professional liability insurance coverage, in accordance with the applicable conditions, rules and regulations of such policy.

IV. Professional Income. In accordance with Section 1.6(b) of the Medical Practice Plan, all fees or other income attributable to Physician's professional clinical activities, wherever and however performed, except for honoraria up to \$1,000.00 annually, legal witness fees up to \$1,000.00 annually, copyright royalties and publication fees or other outside professional activities expressly consented to by MMA under the terms of Section I herein, during the term of this Agreement, shall belong to MMA, and Physician agrees that he or she has no interest in any such fees whatsoever and will promptly pay over to MMA any such fees that come into Physician's control. All such professional income except that derived from services to patients will be treated as contract income.

MMA shall bill patients and third party payors for all services rendered by Physician or others under Physician's clinical supervision. Physician shall not bill for such services, seek to collect amounts billed by MMA for such services or seek to bill or collect for such services any amount in excess of the amount billed by MMA.

V. Term and Termination of Employment.

(a) This Agreement shall be effective for a one-year term beginning on the Effective Date and ending one year thereafter. Thereafter, this Agreement shall automatically renew for successive one-year terms unless terminated in accordance with the provisions hereof.

(b) Either Party may terminate this Agreement without cause by giving written notice at any time. Termination without cause shall be effective sixty (60) days after such notice is given.

(c) This Agreement may be terminated immediately by MMA at any time for Cause, upon written notice to Physician, should Physician at any time:

(i) Fail to be and remain licensed without restriction or limitation to practice medicine in the State of Georgia.

(ii) Fail to be and remain a full-time member in good standing of the Clinical Medical Faculty of MSM;

(iii) Fail to have active medical staff privileges or otherwise be authorized to practice medicine at one or more hospitals or health care institutions with which MSM is or becomes affiliated or which MSM approves as a site for the clinical practice of medicine;

(iv) Fail to be and remain certified by the applicable Member Board of the American Board of Medical Specialties or to obtain such status by the end of the third year of eligibility.

(v) Be determined by a court, administrative body, peer review organization, or medical staff or other committee having jurisdiction, to have engaged in conduct constituting (i) a felony or other crime involving moral turpitude, including fraud, theft or embezzlement; (ii) a failure to act in an ethical or professional manner in keeping with accepted medical standards; (iii) a failure to act in accordance with the by-laws, Medical Practice Plan or policies of MMA.

(vi) Fail to be and remain eligible for malpractice insurance on the same terms and at the same cost as MMA's other physician employees with similar scope of practice and specialty.

(vii) Become disabled, mentally or physically, in the reasonable judgment of MMA, so as to be unable to fulfill all his or her responsibilities hereunder and continue to be disabled for a period longer than available for paid absence under the disability policies in effect at MMA.

VI. Restrictive Covenant. During the period of Physician's employment by MMA, and for a period of one (1) year thereafter, Physician shall not, except as an employee of MMA, directly or indirectly, practice medicine at any medical practice or facility located within a five-mile radius of those practice locations of MMA which are set forth on Exhibit A hereto. Further, during the term of this Agreement and for a period of one (1) year thereafter, Physician shall not solicit the services of, or employ or procure on behalf of another the employment of, any individual employed by MSM or MMA or under a service contract with MSM or MMA. Any waiver of this restriction must be consented to in writing signed by both the responsible Clinical Section Chairperson and the President of MSM.

Physician acknowledges that the restrictions contained in this Section are reasonable and necessary to protect the legitimate interests of MMA and that any violation of such restrictions would result in irreparable injury to MMA. If the period of time or other restriction as specified herein should be adjudged unreasonable at any proceeding, then the period of time or such other restrictions shall be reduced by the

elimination or reduction of such portion thereof so that such restriction may be enforced in a manner adjudged to be reasonable. Accordingly, in addition to any other rights or remedies to which MMA may be entitled in law or equity, MMA shall be entitled to preliminary and permanent injunctive relief for a violation or threatened violation of any such restrictions without having to prove actual damages or to post a bond, and MMA shall also be entitled to an equitable accounting of all earnings, profits and other benefits arising from such violation. Physician hereby waives any objections on the grounds of improper jurisdiction nor venue to the commencement of an action in Georgia. Physician acknowledges that the terms of this Agreement have been negotiated at arm's-length. Physician represents that he/she understands the full extent and implication of the terms of this Agreement and knowingly agrees to be bound hereby.

VII. General Terms and Conditions.

(a) The foregoing contains the entire understanding of the Parties and there are no other undertakings or agreements beyond those expressly set forth herein.

(b) No amendment or additions to this Agreement shall be binding unless in writing and signed by both Parties.

(c) Any notice hereunder shall be sufficient if in writing and either hand delivered or sent certified mail to Physician or to MMA at their respective addresses appearing beneath the signatures below. Notice shall be effective when hand delivered or when deposited, postage prepaid, in the United States mail.

(d) This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

(e) Waiver of compliance with a term or provision hereof or of any breach hereof shall not limit the waiving party's right to require strict compliance in the future.

So agreed, as of the Effective Date.

MOREHOUSE MEDICAL
ASSOCIATES, INC.

PHYSICIAN:

By: _____

Signature

Its **President of MMA**

Print Name

Date: _____
75 Piedmont Avenue, Suite 700
Atlanta, Georgia 30303

Date: _____

Address: _____

EXHIBIT A

TO PHYSICIAN EMPLOYMENT AGREEMENT: PRACTICE LOCATIONS

MMA, Comprehensive Family Healthcare Center
1513 East Cleveland Avenue
Building 500
East Point, Georgia 30344

Morehouse Medical Associates
75 Piedmont Avenue, N.E.
Suites 600 and 700
Atlanta, Georgia 30303