

RESIDENCY APPOINTMENT AGREEMENT

Northeast Georgia Medical Center, Inc. (“NGMC”) and _____ (“Resident”) hereby agree to the terms and conditions in this Residency Appointment Agreement (“Agreement”).

1. **Definitions.**

A. The “Term” of this Agreement and Resident’s appointment to the Program begins on _____ (“Start Date”) and expires on June 30 of the following year, unless sooner terminated in accordance herewith.

B. The Resident is appointed to _____ (the “Program”) as a PGY _____ Resident (Resident’s “Program Year”).

C. “PGY” means Post Graduate Year, i.e. PGY1 means Post Graduate Year 1 (the first year of Resident’s graduate medical training); PGY2 means Post Graduate Year 2, etc.

D. “GME Office” means The Department of Graduate Medical Education in the Northeast Georgia Health System under the direction of the Vice President for Medical Education.

E. “Affiliate” means an entity which is controlling, controlled by, or under common control with NGMC, or which has entered into an affiliation agreement with NGMC for graduate medical education purposes.

2. **Qualifications.**

A. **Appointment.** In order to begin the appointment, Resident must:

(i) at least sixty (60) days prior to the Start Date, submit to the GME Office (a) a copy of Resident’s license to practice medicine in the State of Georgia, or (b) a properly completed and signed application for a Georgia Residency Training Permit;

(ii) prior to the Start Date, provide a copy of Resident’s diploma, evidencing that Resident is a graduate of an accredited medical school; or otherwise be eligible for postgraduate training in accordance with the Accreditation Council on Graduate Medical Education (“ACGME”) Institutional Requirements (IR IV.A.2);

(iii) prior to the Start Date, provide to the GME Office proof of all relevant ECFMG certifications, if applicable;

(iv) prior to the Start Date, provide proof to the GME Office that Resident has passed USMLE Step 1 and 2 (CS and CK), COMLEX USA, or MCCQE;

(v) within three days following the Start Date, provide documentation to complete Form I-9, showing that Resident is authorized to work in the United States;

- (vi) not be debarred from participation in any state or federal health care program;
- (vii) be available to participate in the Program on a full-time basis; and
- (viii) meet all other requirements for employment at NGMC, including but not limited to background checks and drug testing, as delineated in NGMC's generally-applicable employment policies from time to time and Resident Appointment Policy.

B. Reappointment/Continuation. Continuation of appointments and Program Year advancement are conditioned upon Resident's satisfactory progress and development in the ACGME General Competency Domains, including both professional and scholarly growth, and on continuing compliance with all conditions of appointment. Resident will be evaluated periodically and an annual determination will be made regarding Resident's advancement to the next Program Year. In the event that Resident is not advanced to the next Program Year, Resident (a) will be provided with written notice at least ninety (90) days prior to the expiration of this Agreement and (b) will have access to the due process and grievance procedures outlined hereinbelow. NGMC will maintain a personnel file for each Resident, and Resident may view his or her file upon request, all in accordance with state and federal law and NGMC policies in effect from time to time.

C. Graduation. In the final year of training, residents will receive a summative review by the Program Faculty and the Program Director. This review will include progress in the ACGME General Competency Domains and the Specialty-specific milestones. At that time, a determination will be made regarding the Resident's ability to graduate and practice in an unsupervised fashion. If the decision is made that the Resident will not graduate, Resident: (a) will be provided with written notice at least ninety (90) day prior to the end of the residency period; and (b) will have access to due process and grievance procedures as outlined herein and in NGMC's Resident Grievance Policy.

3. Compensation. Resident's compensation will be \$_____ per year, paid in accordance with NGMC's payroll practices in effect from time to time. Such compensation shall be subject to customary withholding for state and federal income taxes, FICA, and other required or authorized withholdings, and NGMC may offset and deduct any amounts owed to NGMC by Resident (other than for medical care).

4. Due Process/Grievance. In the event of an adverse decision regarding Resident's training, advancement, or appointment, Resident may appeal such decision using the procedures described at NGMC's Resident Grievance Policy. Resident may also initiate complaint or grievance procedures regarding the Program, Resident's training, Program Faculty, or NGMC using the procedures described in NGMC's Resident Grievance Policy.

5. Benefits.

A. Professional Liability Insurance. NGMC provides professional liability insurance for Residents (some of which is self-insured) with limits up to \$1 million per incident / \$3

million aggregate for errors and omissions of Resident in the course of Resident's employment with NGMC. Resident agrees to provide reasonable assistance to NGMC in defending any claim in which Resident is involved, even after Resident completes his or her training or employment at NGMC. NGMC's insurance does not cover Resident's activities during the Program Year other than activities within the scope of Resident's employment with NGMC.

B. Health, Disability and Life Insurance. NGMC will provide health, dental and vision care insurance to Resident and his or her eligible spouse and children in accordance with NGMC policies in effect from time to time. Residents are provided with life and disability insurance. Insurance benefits are subject to and will be provided in accordance with NGMC's employee benefits handbook in effect from time to time. A current copy is available at www.ngmcgme.org.

C. Paid Days Off. Paid days off ("PDO") are provided in accordance with NGMC policies in effect from time to time, and must be scheduled in consultation with the Resident's Program Director. Family medical leave is provided in accordance with law.

D. Educational Stipend. Residents will be provided with educational stipends depending on the program year, as described at www.ngmcgme.org.

E. Other Benefits/Support. NGMC will provide to each Resident: parking in employee reserved parking lots or decks, meals while on duty and on-call, call rooms for sleeping/resting, lab coats, email account, EMR access outside the hospital, access to NGMC's employee health services, Worker's Compensation coverage as an employee of NGMC, a resident lounge, and access to online and physical (2) libraries and medical databases relevant to Resident's Program. Details and limitations are described at www.ngmcgme.org.

6. Moonlighting. Residents may not engage in patient care outside the Program unless (a) NGMC approves the specific employment in writing, in advance; (b) the outside care does not affect Resident's performance or ability to participate in the Program (including limitations on duty/call hours), which will be monitored by the Resident's Program Director, and (c) Resident provides the GME office with proof of insurance (at no expense to NGMC) covering all of Resident's care activities outside the Program. *NGMC's professional liability coverage will not cover patient care activities outside the Program.*

7. Policies. NGMC has established policies relevant to all participants in NGMC's GME Programs regarding many aspects of Resident's appointment, which may be found at <http://www.ngmcgme.org/office-gme/gme-policies/>. NCMC's policies may be updated from time to time and will remain applicable to Resident as so amended. These policies include:

- NGMC Eligibility and Selection of Residents Policy
- NGMC Resident Appointment Policy
- NGMC Impairment Policy
- NGMC Harassment Policy
- NGMC Behavioral Health Policy
- NGMC Vendor Relations Policy
- NGMC Vacation and Leave Policy
- NGMC Transition of Care Policy
- NGMC Supervision of Resident Physicians Policy

NGMC Social Media Policy
NGMC Resident Transfer Policy
NGMC Resident Promotion Policy
NGMC Resident Moonlighting Policy
NGMC Resident Due Process Policy
NGMC Professional Liability Policy
NGMC Impairment Policy
NGMC Health Disability Insurance Policy
NGMC Grievance Policy
NGMC Closure and Reduction Policy
NGMC Fatigue Mitigation Policy
NGMC Duty Hours Policy
NGMC Disaster Policy

8. **Responsibilities of NGMC.** Throughout the term hereof, NGMC will comply with the ACGME Institutional Requirements (“IR”) in effect from time to time, including but not limited to the following specific responsibilities.

- A. **Accreditation.** NGMC will maintain its accreditation for patient care through Det Norske Veritas (“DNV”) or equivalent.
- B. **GME Committee.** NGMC will maintain its GME Committee in accordance with IR I.B and a forum in accordance with IR I.C.
- C. **Learning and Working Environment.** NGMC will provide oversight and access to the following in accordance with IR III: Patient Safety systems and analysis; Quality Improvement data and initiatives; Transitions of Care; Supervision; Duty Hours, Fatigue Management, and Mitigation; and Professionalism.

9. **Responsibilities of Resident.** Throughout the term hereof, Resident will have the following responsibilities as a condition of his or her participation in the Program:

- A. **Policies.** Resident will adhere to the policies, practices, rules, and regulations (collectively the "Policies") of NGMC, the Program and the department or affiliate of NGMC to which Resident is assigned.
- B. **Accreditation.** Resident will adhere to relevant rules, regulations and policies to ensure that NGMC will maintain its accreditation for patient care through DNV or equivalent and for medical training by ACGME. Resident will cooperate with the Program and NGMC in coordinating and completing accreditation submissions and activities, including the legible and timely completion of patient records, charts, reports, time logs, operative and procedure logs, faculty and Program evaluations, and other documentation required by the GME Office, ACGME, NGMC or its affiliates, or the Program.
- C. **Educational Activities.** Resident will fulfill the educational requirements of the Program, including without limitation, devoting his or her best efforts to participation in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director and/or as necessary for the completion of applicable Program requirements, attending all required educational conferences, and participation in other assigned activities of the Program.
- D. **Patient Care.** Resident will provide clinical services as assigned by the Program Director in accordance with the Program under appropriate supervision and commensurate with his or her level of advancement in the Program and his or her ability, including without limitation,

devoting his or her best efforts to provide safe, effective, and compassionate patient care and treating all patients, colleagues, employees and visitors at NGMC and its affiliates with respect. All such care will, however, be provided only at locations and under circumstances specifically approved by NGMC and covered by professional liability insurance maintained by NGMC to cover Resident's Program activities.

E. Personal Growth. Resident will develop and implement a personal program of self-study and professional growth under guidance of the Program's teaching faculty.

F. Ethical Training. Resident will use his or her best efforts to appreciate ethical, socioeconomic, and medical/legal issues that affect the practice of medicine and his or her training.

G. Credentialing / Quality. Resident will cooperate fully with all surveys, reviews, and quality assurance and credentialing activities requested by NGMC or its affiliates.

H. Conduct. Resident will at all times adhere to and advance NGMC's Equal Opportunity Policy, Disruptive Behavior Policy, Non-Discrimination/Non-Harassment Employment Policy, and Employee Code of Conduct.

10. **Termination and Suspension Provisions.**

A. Corrective Action. Resident's appointment and continued participation in the Program is expressly conditioned upon satisfactory performance of all Program elements by the Resident, including but not limited to the Resident requirements set forth hereinabove. If at any time, Resident's actions, conduct, or performance, professional or otherwise, are inconsistent with the terms of this Agreement or the policies or standards of care and of patient welfare of NGMC its affiliates or reflect adversely on the Program or NGMC or its affiliates, or disrupts operations or patient care in the Program or at NGMC or its affiliates, corrective action may be taken by the Program Director in accordance with the NGMC policy on Resident Appointment and Resident Due Process.

B. Suspension or Termination. NGMC shall have the authority to summarily suspend or terminate the Resident's appointment granted by NGMC if NGMC, in good faith, determines that the continued appointment of the Resident places the safety or health of patients or students, faculty or staff in jeopardy or to prevent imminent or further disruption of the Program or when the Resident has failed adequately to correct deficiencies in his or her performance or conduct of which he or she has been made aware.

C. Appeal. The Resident may seek review of a decision to suspend or terminate his or her appointment by following the NGMC Resident Due Process policy found at www.ngmcgme.org. The Resident acknowledges that under no circumstances shall he or she be entitled to hearing or other due process rights available to physician members of NGMC or its affiliates as described in the Medical Staff bylaws thereof.

11. **Compliance with Laws**. Resident and NGMC shall each comply with all applicable laws and regulations in connection with the performance of his, her or its obligations under this Agreement, including but not limited to the federal fraud and abuse laws known as the Stark Law (42 U.S.C. 1395nn); Anti-Kickback Statute (42 U.S.C. § 1320a-7b); False Claims Act (42 U.S.C.A. SS1320a-7(a)); Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and as

modified by the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (“HITECH”); all state of Georgia analogues thereof, and the state and federal rules and regulations promulgated thereunder. If any provision of this Agreement shall reasonably be determined by NGMC to violate any applicable law or regulation (including those related to the tax-exempt status of NGMC or any Affiliate), then the parties shall promptly and in good faith amend this Agreement as may be necessary or advisable to comply with such law or regulation.

12. **Miscellaneous Provisions.**

A. Governing Law; Consent to Jurisdiction. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Georgia. Resolution of all disputes arising pursuant to this Agreement shall be exclusively in the Superior Court of Hall County, Georgia and the parties hereto hereby submit to the jurisdiction of the Superior Court of Hall County, Georgia and agree that venue is proper in such Court and hereby waive any jurisdictional or venue rights they may have otherwise. Provided, however, that if the claim or dispute involves questions of federal law, then jurisdiction and venue shall be in the United States District Court, Northern District of Georgia, Gainesville Division. Diversity of the parties shall not be considered a federal question under this Agreement.

B. Notices. All notices, requests, demands, and other communications required or permitted hereunder shall be in writing, shall refer to this Agreement and shall be sent (i) by overnight delivery which may be tracked, or (ii) by certified mail, return receipt requested, postage pre-paid, to the parties at the addresses set forth at the end of this Agreement or at such other addresses as shall be given in writing by either party to the other in compliance with this paragraph.

C. Set-Off. NGMC shall have the right of set-off as to any amounts due to or owed by Resident hereunder or pursuant to any other agreement between the parties.

D. Records. Until the expiration of four (4) years after the furnishing of the services provided pursuant to this Agreement, Resident shall make available, upon written request of the Secretary of Health and Human Services, or upon written request of the United States Comptroller General, or any of their duly authorized representatives, the contract and books, documents, and records of Resident that are necessary to certify the nature and extent of the costs to the Hospital of this Agreement.

E. Entire Agreement. This Agreement contains the complete and exclusive statement of the terms of the agreement between NGMC and Resident and supersedes all prior and contemporaneous understandings and may be amended or modified only in a writing signed by authorized representatives of both parties.

IN WITNESS WHEREOF, Resident and NGMC have executed this Agreement as of the date and year set forth below, intending to be bound hereby.

RESIDENT:

NGMC:

Name: _____
Date: _____

By: _____
Attest: _____
Date: _____

Address for Notice:

Address for Notice:

743 Spring Street, NE
Gainesville, GA 30501
Attn: VP, Medical Education

TEMPLATE