

RESIDENT PHYSICIAN AGREEMENT OF APPOINTMENT

Name, MD/DO is hereby appointed to the House Staff of the Gwinnett Medical Center (GMC) in the capacity of Resident Physician (PGY 1) at an annual salary of \$49,920.00. It is to be paid biweekly at a rate of \$24.00/hour. This appointment shall last from Date - Date and is based on the following conditions:

The Resident Physician

1. Agrees to abide by all applicable rules, regulations, and policies of GMC and its clinical departments and those of the Georgia Composite Medical Board (GCMB), and those of other appropriate governmental agencies and departments.
2. Agrees to perform diligently and conscientiously those responsibilities that may be reasonably required to the best of his or her ability and to the satisfaction of GMC. These responsibilities are outlined in the department policy and procedure manual.
3. In reference to outside employment (moonlighting), agrees to the conditions set forth in the policy outlined in the House Staff Manual.
4. Agrees to submit proper documentation to the GCMB to obtain a training license prior to the effective date of this appointment. Understands that if a training license is not issued by the effective date of this Agreement of Appointment, he/she will not be an employee of GMC and will not receive any pay or associated benefits until the training license is obtained. Will be responsible for timely completion and submission to the GME Office of the renewal application for training license annually by his/her date of birth for the duration of the appointment. Permanent license renewals will be submitted and paid annually by the resident directly through the GCMB on his/her date of birth. If the resident is transferring to GMC and has a permanent Georgia license, GMC will pay for the annual renewals up to the amount allowed for the annual renewal of a Resident Training License.
5. Has received, understands, and agrees to abide by the Graduate Medical Education policies and procedures as outlined in the respective department policy and procedure manual and the GMC House Staff Manual.
6. Has received and understands the Due Process and Grievance/Adjudication Procedure as outlined in the House Staff Manual. (The Grievance; Adjudication Procedure set forth in the House Staff Manual shall be the exclusive GMC Administrative grievance procedure available to the resident).
7. Will be required to take an initial pre-employment assessment which includes passing a toxicology screen, noninvasive physical exam, TB skin test, and immunization updates as required. This will be administered by Occupational Health at GMC, and must be completed prior to beginning orientation.
8. Agrees to adhere to the Duty Hours Policy as outlined in the House Staff Manual.
9. Acknowledges that he/she is participating in an academic training program and that the evaluation and progress reports of training are an integral part of the training program and that these evaluations and progress on educational milestones are important in advancement, reappointment and promotion to subsequent Post Graduate Year (PGY) levels

10. Acknowledges and agrees that information resulting from such evaluations may be furnished by the residency program (without further consent by the resident) to certification boards and to any institution or organization to which he/she may apply for training, employment, or privileges.
11. Understands that information and evidence of progress toward eligibility for Specialty Board Examination is available and accessible at any time.
12. Agrees to provide legal proof of citizenship or legal immigrant status, and proper employment authorization document by the effective date of this agreement. Documentation will be provided to the GME Office. No visas will be sponsored by GMC.
13. Will be required to pass Part III of the USMLE/COMLEX exam as stipulated by the policy in the House Staff Manual.
14. Agrees to participate in any Institutional committees or councils which the resident is appointed, assigned, or selected.

Gwinnett Medical Center

1. Agrees to meet the Commitments of Faculty in terms of overall responsibilities and supervision as outlined in the House Staff Manual.
2. Agrees to provide professional liability insurance which includes tail coverage through the GHS Self Insured Trust, as well as a summary of pertinent information regarding the basics of the professional liability coverage (This professional liability coverage is only in effect while the resident is performing services as authorized by the Program Director.); disability insurance; uniforms and laundering of same; meals in the hospital cafeteria at no cost while on call; and sleeping quarters for residents while on formal night call. (The resident understands that GMC shall not cover him or her for professional liability for activities not directly associated with the training program authorized by the Program Director.)
3. Agrees that appropriate medical and family leave may be authorized by the Program Director as outlined in the House Staff Manual.
4. Agrees to provide health insurance benefits in accordance with the medical center's health insurance plan. The health insurance is available for individual resident physicians and their dependents. **Insurance benefits will be effective the first day of the month following the date of employment.** The resident is responsible for assuring that any insurance coverage that is needed before the first day of the month following employment (July 1, XXXX) has been arranged
5. Agrees to provide sick leave and vacation each year and time off for medical meetings as described in the House Staff Manual under Vacation/Sick Leave and in accordance with limits set forth by the ACGME/AOA and the ABMS specialty Board. Vacation time is to be scheduled through the Program Director.
6. Recognizes leave beyond the allotted and allowable number of days may effect completion of training requirements of a given resident and the GME Department and Program will work with the resident to develop a plan to complete those requirements.
7. Will reimburse the resident for the initial training license application and annual renewals

but not for the resident's permanent license and renewals. If the resident transfers from another program and has a permanent Georgia license, GMC will pay for the annual renewals up to the annual cost of renewing a Resident Training License.

8. Will administer appropriate policies in place that deal with harassment and exploitation as outlined in the House Staff Manual.
9. Agrees, in accordance with the Physician Impairment Policy as described in the House Staff Manual, to provide confidential, professional counseling service through the Employee Assistance Program also outlined in the House Staff Manual. Residents may also utilize the Georgia Physician's Health Program that is also explained in the House Staff Manual.
10. In the event that this residency program will have to reduce the complement of residents in training, close, or in the event of a disaster that renders the hospital's clinical facilities inoperable for an extended period of time, residents will be informed as soon as possible and current residents can complete their training year in another facility and/or given assistance in finding a suitable position in another training program.
11. Agrees not to require residents to sign a noncompetitive guarantee (Restrictive Covenant).
12. Agrees to provide residents with access and eligibility information relating to Board certification in the event that the length of the training program is extended.
13. Agrees to provide disabled residents with such reasonable accommodations as are necessary to perform the essential function of the job.

Termination of Employment

1. Employment during the term of this contract is expressly conditional upon your satisfactory performance as judged by the Program Director with input from the Department's Clinical Competency Committee (CCC). In the event it is determined that you have not performed satisfactorily at any point during the term of this contract, at the option of the GMC and the GME office you may not be promoted to the next level or may be terminated in accordance with the terms of the Due Process Procedure as set forth in the House Staff Manual.
2. In the event that the Program Director with input from the CCC judges that the you have not performed satisfactorily and that promotion to the next level or future employment shall be terminated during the term of the contract presently in effect, notification will be given four (4) months prior to the end of this current agreement and this contract and any renewal contract at GMC shall be void.
3. The Parties further agree that the Grievance/Adjudication Procedure set forth in the House Staff Manual shall be available according to its terms for the review of stated grievances.

The Parties have entered into this agreement in good faith and acknowledge their respective legal and ethical obligation to fulfill this agreement contingent upon satisfactory performance by the

resident until its expiration date, except in the case where the resident is unable to do so because of incapacitating illness.

Date: _____

Signed: _____
Resident Physician

Date: _____

Signed: _____

Program Director

Date: _____

Signed: _____

Director, Graduate Medical Education
DIO/IEO
Gwinnett Medical Center

DRAFT