



Graduate Medical Education Program Agreement for Appointment 2023-2024

This agreement is made between The James H. Quillen College of Medicine of East Tennessee State University (herein referred to as the 'University') and <<firstname>> <<lastname>>, (hereinafter referred to as "Physician").

Whereas the University provides an ACGME-approved Graduate Medical Education Program for qualified physicians and has entered into affiliation agreements with different hospitals in connection with the implementation of the Program; and Whereas the Trainee desires to pursue a course of graduate medical education within the Program in accordance with the provisions of this agreement.

To appoint <<firstname>> <<lastname>>, <<Credentials>> to the position of PGY<<pgy>> Resident in the <<program>> Program. The duration of the appointment for this agreement shall be for a period of (not more than) one year commencing on <<startdate>> and ending on <<enddate>> unless terminated earlier pursuant to the terms of this agreement. This appointment is contingent upon the Physician meeting federal guidelines for employment eligibility (I-9 documentation), ACGME guidelines for enrollment in the GME program, and the State of Tennessee Medical Board guidelines for obtaining an exemption, a training license, or an unrestricted license for participation in a program. Physician will be required to pass a criminal background investigation. Results may affect the Physician's ongoing participation in the program. In the event the Physician cannot begin work on the appointment date, the contract may be voided. The continuation of appointment and reappointment at the end of each year are conditioned upon showing satisfactory competence, clinical proficiency, the availability of training positions at the University, and funding. Should the University decide not to renew the appointment, the Physician will be given as much written notice as circumstances will reasonably allow, prior to the end of the agreement.

Annual Stipend shall be (not less than) <<compensation>>. The stipend is currently payable in monthly installments on the last working day of each month. If less than a month is worked, compensation for shall be computed on the daily rate. As of 1/1/2024 the University will be adopting a new payroll process and compensation will be deposited biweekly. The University requires a direct deposit. No financial compensation shall be paid to the Physician by patients or third parties for any patient care services rendered pursuant to this agreement.

Orientation Stipend for June 20 – June 30, 2023, shall be \$820.00 for attending the 9-day orientation period. If you cannot attend all 9 days, the stipend will be prorated at \$82.00 per day. The stipend is payable on the last working day of the first full month of employment. The University requires a direct deposit.

Benefits are effective on the first date of employment and the summary of details is available for review on the GME website at www.etsu.edu/com/gme by accessing the resident handbook that includes all policies and procedures that govern all programs. You will find detailed information regarding professional liability insurance, health insurance coverage, a detailed explanation of all leave benefits, institutional policies and procedures on clinical and educational work hours, and moonlighting.

Certificate of Completion: A certificate of graduate training will be issued on successful completion of all program requirements. The certificate and letters of verification will be issued only after the Physician has completed all medical records, has settled all financial obligations to the University and affiliated hospitals, and has returned all hospital and University property. It is the responsibility of the Program Director to verify the effect of absence from training on the individual's educational program and if necessary to establish a training extension to meet RRC or specialty board requirements. Information related to eligibility for specialty board examinations is available at <https://www.abms.org/board-certification/board-certification-requirements/>

Health Status Documentation Requirement: Physicians are required to provide documentation of immunization to measles, mumps, rubella, diphtheria, and polio and a record of any past immunization against or infection with varicella (chicken pox). Results of a skin test for tuberculosis within the past six months prior to matriculation. If BCG was administered in the past, please note this. Documentation of vaccination or immunity to Hepatitis B must be provided. If this documentation is lacking, the incoming Physician will be required to obtain a Hepatitis B vaccination at the time of employment. It is the PHYSICIAN's responsibility to provide the required immunization and tuberculosis skin test data prior to initiating clinical duties. Failure to do so will delay the Physician's participation in the program. Compliance with OSHA and CDC safety, blood-borne pathogens, and infection control guidelines is also required.

Termination: It is understood that the affiliated hospitals reserve the right to terminate the appointment of the Physician in accordance with their policies and procedures including, but not limited to, failure to comply with their rules and regulations or standards of patient care as set forth in their respective Medical Staff Constitutions and Bylaws. In the event an affiliated hospital terminates a Physician, the University also reserves the right to terminate the appointment of the Physician. In addition, the University may terminate the Physician at any time for failure to perform in an adequate manner. If a Physician wishes to appeal a suspension or termination from their program they may request a hearing before an ad hoc committee. The University procedure for **Due Process/Grievance** is available at https://www.etsu.edu/human-resources/documents/ppps/ppp27_employee_grievance_complaint.pdf

RESIDENT RESPONSIBILITIES: Upon appointment to the staff of the affiliated hospitals, Physicians are expected to:

- Participate in safe, effective, and compassionate patient care under supervision, commensurate with their level of advancement and responsibility.
- Participate fully in the educational and scholarly activities of their program, and, as required, assume responsibility for teaching and supervising other residents and students.
- Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures, and policies of the Graduate Medical Education Program and policies of all affiliated hospitals, including the timely completion of all medical records.
- Comply with the University's policy regarding ACLS certification or other certifications required by the Physician's program.
- Comply with the University's credential verification procedure and meet requirements, which include, documentation of identity, and right to work, proof of compliance with the immunization policy, and eligibility for either a Tennessee medical license, Tennessee medical training license, or a license exemption.
- Comply with the University's guidelines to ensure compliance with regulations that govern the billing of professional services.
- Adhere to ACGME institutional and program requirements.
- Develop an understanding of ethical, socioeconomic, and medical/legal issues that affect graduate medical education and how to apply cost-containment measures in the provision of patient care.
- Participate in institutional committees and councils, especially those relating to patient care review activities.

Release of Information:

I, the aforementioned Physician, do hereby authorize all representatives of the University to submit any pertinent data regarding my application, credentials, background, and educational training as they deem necessary, and I release these said individuals from any liability for such actions. This release shall remain in effect following my residency but may be revoked after leaving the residency program by written notice to the program. I also hereby release from liability any and all individuals, institutions, or health care organizations listed in my application or any of their representatives who, in good faith and without malice, might provide or request information of the University concerning my professional competence, ethics, character and other qualifications for appointment as a resident of the University.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE TERMS OF THIS AGREEMENT.

Beginning <<startdate>> and ending <<enddate>>.

THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

Physician <<s:sig1_____>>

Program Director <<s:sig2_____>>

**Associate Dean
GME <<s:sig3_____>>**

Statement of Nondiscrimination:

East Tennessee State University (ETSU) is fully in accord with the belief that educational and employment opportunities should be available to all eligible persons without regard to race, creed, color, sex, religion, age, ethnic or national origin, physical or mental disabilities, veterans status, or sexual orientation/gender identity. The University fully complies with Executive Order 11246, as amended; The Rehabilitation Act of 1973; the American with Disabilities Act (ADA) of 1990; the Vietnam Era Veterans Readjustment Act of 1974, as amended; the Equal Pay Act of 1963, as amended; the Age Discrimination in Employment Act of 1967, as amended the Age Discrimination Act of 1975; the Pregnancy Discrimination Act; applicable state statutes and all regulations promulgated pursuant thereto. It is the intent of ETSU that its campus be free of harassment on the basis of sex, race, color, religion, national origin, age or any other protected status and will fully comply with the anti-harassment provisions of Title VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended, the federal and state constitutions, and all other applicable federal and state statute