

**EAST TENNESSEE STATE UNIVERSITY
JAMES H. QUILLEN COLLEGE OF MEDICINE**

GRADUATE MEDICAL EDUCATION PROGRAM AGREEMENT

This agreement, entered into this ___ day of _____ by and between The James H. Quillen College of Medicine of East Tennessee State University (herein referred to as the 'UNIVERSITY' and _____ (herein referred to as the 'PHYSICIAN'). Social Security # or E # _____.

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 PHYSICIAN desires to pursue a course of graduate medical education within the Program in accordance with the provisions of this agreement.

1. APPOINTMENT AND REAPPOINTMENT:

The UNIVERSITY agrees and the PHYSICIAN accepts appointment as PGY ___ in the _____ Program, for the period of _____ to _____.

contingent upon the PHYSICIAN meeting federal guidelines for employment eligibility (I-9 documentation), ACGME guidelines for enrollment in the GME program and 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 that the PHYSICIAN cannot begin work on the appointment date, the contract may be voided. The term of this agreement is for one year only. Continuation appointment and reappointment at the end of each year are conditioned upon a showing of 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.

PHYSICIAN will not be asked to sign a restrictive covenant.

2. STIPENDS:

The UNIVERSITY, in order to enable the PHYSICIAN to pursue his/her course of education in the Program, will, through agreements with the affiliated hospitals, provide the PHYSICIAN a per diem stipend of \$ _____, based on a 366 day year, or \$ _____ per annum. The stipend is payable in monthly installments on the last working day of each month. If less than a month is worked, compensation for that month shall be computed on the daily rate. The UNIVERSITY requires 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.

3. FRINGE BENEFITS:

A list of all benefits can be found in the resident handbook or the GME Office website: www.etsu.edu/com/gme. The UNIVERSITY, through agreements with the affiliated hospitals, will provide the PHYSICIAN with the following:

A. LEAVE:

All leave is granted at the discretion of the Program Director and must be approved, in writing, by the Program Director (or his/her designee) in advance.

PHYSICIANS are expected to carry out any duties or assignments as directed by their Program Director on Federal or State holidays, unless other arrangements are made by the Program Director according to departmental policy. PHYSICIANS may be required to "make-up" any time missed in accordance with the common program and specialty specific ACGME requirements, requirements of the University Residency Program and their Specialty Board Eligibility requirements.

a. Administrative Leave

A total of five (5) days over the course of the residency/fellowship.

b. Educational Leave

Education leave may be provided to attend conferences and workshops. A maximum of five (5) days per contract year is allotted. The PHYSICIAN may petition the Program Director for an additional five (5) days per contract year. These days will not carry over into a new contract year. PHYSICIANS rotating through the VA will only be allotted five days. Documentation is required at least 30 days in advance for all educational leave.

c. Family Leave

A total of up to 12 weeks may be granted to the PHYSICIAN, without pay if the PHYSICIAN meets the FMLA federal requirements. The PHYSICIAN may use accrued sick and vacation leave as part of the family leave. The PHYSICIAN and the program director will have to establish a makeup schedule in accordance with the common program and specialty specific ACGME requirements, requirements of the University Residency Program, departmental policy and their Specialty Board Eligibility requirements.

d. Sick Leave

A total of 12 days sick leave per fiscal year is provided. Accumulated sick leave is forfeited if University service is contractually interrupted. Sick leave will be deducted for consecutive days of illness, irrespective of weekends and holidays. Sick leave can only be used for bonafide illness, which prevents the performance of professional duties and cannot be used for vacation, educational leave, or other personal purposes. It is the responsibility of the PHYSICIAN to notify the Program Director of illness, which prohibits them attending to assigned duties. The Program Director has the right to demand verification of any alleged illness by a licensed physician. Parental leave will be treated as any other illness. PHYSICIANS are not paid for any unused sick leave.

e. Vacation

A total of up to 15 working days is provided. Weekend days are at the discretion of the department. Annual leave is scheduled by the Program Director to ensure adequate coverage of educational and clinical responsibilities and must be approved in advance. Unused annual leave may NOT be carried into a new contract year. PHYSICIANS are not paid unused annual leave.

f. Holidays

Official holidays of the University are not automatically observed as time off for PHYSICIANS.

g. Exam Leave

PHYSICIANS who are taking a required exam may take up to two (2) days paid leave for the exam and up to two (2) days for travel with the approval of the Program Director.

Documentation is required to the program.

h. Leave of Absence

Should any leave interfere with the ability of the PHYSICIAN to complete the requirements of their program as scheduled, such requirements must be completed after the projected completion date of the program.

B. Call Rooms

Call rooms will be available for PHYSICIAN on call through the affiliated hospitals.

C. Counseling Services

Counseling services are available to PHYSICIAN and their immediate family through the Resident Assistance Program (RAP) upon their request, or the Program Director's request. Services will address any issue of professional or personal stress that may be encountered during the training experience, which might result in deterioration of performance, medical-behavioral problems, or substance abuse. Services will function within and follow the guidelines set by The Tennessee Medical Association Foundation, Physicians Health Program.

D. Health, Dental, Life, Vision and Disability Insurance

Group health, dental and vision insurances are provided for PHYSICIAN and their eligible dependents. PHYSICIANS are responsible for a portion of the premiums. Life and disability insurances are provided for PHYSICIAN only.

E. Meals

Meal provisions vary within the affiliated hospitals. PHYSICIANS who are required to remain in-house while on call will be provided with a meal or a meal allowance for use at the affiliated hospitals.

F. Military Leave

PHYSICIANS who are on military leave shall be paid their stipend for a period, or periods, not exceeding 15 working days in any one (1) calendar year, plus such additional days as may result from any call to active State duty pursuant to TCA 58-1-106. PHYSICIANS must furnish the UNIVERSITY certification from competent military authority of the dates active duty was actually performed.

G. Uniforms

Laundry and uniforms are not provided.

H. Living Quarters

Living quarters are not provided.

4. CERTIFICATE OF COMPLETION:

A certificate of graduate training will be issued on the recommendation of the Department Chair after completion of satisfactory service. Said certificate and any 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. Information related to eligibility for specialty board examinations is available at: <http://www.abms.org/board-certification/board-eligibility/>.

5. DUTY HOURS:

PHYSICIAN duty hours will reflect and reinforce the PHYSICIANS obligation for adequate, continuous patient care while at the same time recognizing that prolonged and difficult hospital duties detract from this obligation. Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities and all moonlighting. PHYSICIANS must be scheduled for a minimum of one day free of duty every week (when averaged over four weeks). (See duty hour policy in PHYSICIAN'S handbook or website).

6. DUE PROCESS:

Any PHYSICIAN who wishes to appeal a suspension or termination from their program may request a hearing before an ad hoc committee. This committee shall consist of not less than five faculty members and two residents to be appointed by the Associate Dean for GME. (See handbook or website)

7. EVALUATION:

The educational and professional achievement and progress of the PHYSICIAN shall be evaluated on a regular and periodic basis by the faculty supervising the PHYSICIAN's activities in the program, with a semiannual "summative evaluation" conducted by the program director. Continuation in the training program by the PHYSICIAN is dependent upon progressive academic and professional growth as determined by the Program Director and faculty. Failure of the PHYSICIAN to perform in an adequate manner can be grounds for termination or may deny them re-appointment beyond the date of this contract.

8. GRIEVANCE PROCEDURE:

The UNIVERSITY has included a complete grievance procedure in the PHYSICIAN's handbook and website.

9. HEALTH STATUS DOCUMENTATION REQUIREMENT:

PHYSICIANS are required to provide documentation of immunization to measles, mumps, rubella, diphtheria and polio and record of any past immunization against or infection with varicella (chicken pox). Results of a skin test for tuberculosis within the past six months must also be provided. If BCG was administered in the past, please note this. Furthermore, documentation of immunity to Hepatitis B by serologic testing must be provided. If this documentation is lacking, the incoming PHYSICIAN will be required to obtain 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 pathogen and infection control guidelines is also required.

10. MEDICAL MALPRACTICE INSURANCE:

Professional liability insurance coverage will be provided by the Tennessee Claims Commission Act (TCA 9-8-301 et set) for the period of agreement only while participating in the education program in the State of Tennessee. **This coverage does not extend to any rotations outside the State of Tennessee.** Claims made after the termination of training will be covered if based on activities of the educational program and occurred during the agreement period. This coverage does not extend to any medical practice for activity outside the medical education program of the UNIVERSITY. Each PHYSICIAN is responsible for any liability incurred in the operation of vehicles used in transportation to assigned duties.

11. OFF-DUTY ACTIVITIES AND EMPLOYMENT (MOONLIGHTING):

Employment not related to the PHYSICIAN's training program **is permitted only with written approval of the program director and a copy of the PHYSICIAN's medical malpractice insurance.** The UNIVERSITY can require that the PHYSICIAN be rested and alert while performing their duties. The Program Director is responsible for addressing a PHYSICIAN's fitness for performance of duties. Violation of this policy could result in disciplinary actions up to and including dismissal from the program. BY ACGME guidelines, PGY I PHYSICIANS are not permitted to moonlight. Time spent by PHYSICIANS in Internal and External Moonlighting must be counted towards the 80 hour Maximum Weekly Hour Limit.

12. RESIDENCY CLOSURE / REDUCTION:

In the event the UNIVERSITY has to reduce the size of a residency program or to close a program, the UNIVERSITY will inform the PHYSICIAN as soon as possible. In the event of such a reduction or closure, the UNIVERSITY will allow the PHYSICIAN already in the program to complete their education or provide reasonable assistance to the PHYSICIAN in locating another an ACGME accredited program in which they can continue their education.

13. RESIDENT RESPONSIBILITIES:

Upon appointment to the staff of the affiliated hospitals, PHYSICIANS are expected to:

- A. Participate in safe, effective and compassionate patient care under supervision, commensurate with their level of advancement and responsibility;
- B. Participate fully in the educational and scholarly activities of their program, and, as required, assume responsibility for teaching and supervising other residents and students;
- C. 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;
- D. Comply with the UNIVERSITY's policy regarding ACLS certification or other certification required by the PHYSICIAN's program.

- E. Comply with the UNIVERSITY's credential verification procedure and meet requirements, which include, documentation of identity, and right to work, proof of compliance with immunization policy and eligibility for either a Tennessee medical license, Tennessee medical training license, or a license exemption.
- F. Comply with UNIVERSITY's guidelines to insure compliance with regulations that govern the billing of professional services.
- G. Adhere to ACGME institutional and program requirements.
- H. 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.
- I. Participate in institutional committees and councils, especially those relating to patient care review activities.

14. SEXUAL HARASSMENT:

The UNIVERSITY desires to maintain an environment, which is safe and supportive for all PHYSICIANS, students, and employees. Accordingly, the UNIVERSITY will not tolerate sexual harassment of PHYSICIANS, students, and employees. Fair and prompt consideration shall be given to all charges of sexual harassment. Any PHYSICIAN who believes they have been subjected to sexual harassment at the UNIVERSITY or any affiliated hospital should contact the Affirmative Action Officer in the President's Office.

15. 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.

16. 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 and ending.
THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.**

PHYSICIAN _____ DATE _____

Program Director _____ DATE _____

Departmental Chairperson _____ DATE _____

Associate Dean, GME _____ DATE _____

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 statutes.