

ST. FRANCIS-EMORY HEALTHCARE RESIDENCY PROGRAM ONBOARDING HANDBOOK

Internal Medicine Residency Program

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About Columbus, Georgia

Located approximately 90 miles southwest of Atlanta along the scenic Chattahoochee River, Columbus, Georgia, offers a unique blend of community, opportunity, and outdoor adventure. As the heart of the Greater Columbus Region, the city is part of a thriving tri-city area that brings together Columbus, Georgia, and communities across the river in Alabama. Together with Auburn and Opelika, the region forms a dynamic metropolitan area with strong connections across state lines.

Columbus offers the advantages of a growing regional hub while maintaining the welcoming character and quality of life of a close-knit community. St. Francis-Emory Healthcare is conveniently located in the heart of Columbus, approximately 90 minutes southwest of Atlanta, 45 minutes east of Auburn, Alabama, and 80 minutes east of Montgomery, Alabama.

For those who enjoy the outdoors, Columbus provides an exceptional variety of recreational opportunities. The Chattahoochee River is home to one of the world's longest urban whitewater rafting courses, offering an exciting experience right in the heart of the city. The region also features nearly 50 parks, providing abundant opportunities to enjoy nature throughout the year.

Flat Rock Park is a local favorite for picnicking, disc golf, mountain biking, cross-country running, and exploring the outdoors. Just outside the city, Standing Boy Creek State Park encompasses approximately 1,579 acres and offers opportunities for hiking, swimming, boating, camping, and other outdoor activities.

Within an hour's drive, residents can also access some of the South's premier hunting and fishing destinations. Whether you're drawn to hiking and biking, water sports and camping, or simply spending time in nature, the Columbus region offers something for everyone.

With its combination of natural beauty, recreational opportunities, regional accessibility, and strong sense of community, Columbus is a place where residents can build rewarding careers, enjoy an active lifestyle, and feel right at home.



Resident Benefits

As an employee of St. Francis-Emory Healthcare, residents have access to all hospital-provided employee benefits. In addition, the GME Program provides the following benefits to its residents:

- **Educational allowance:** \$750 per academic year.
- **Step 3 reimbursement:** Step 3 examination fees are reimbursed if the exam is completed during the first year and passed on the first attempt.
- **Wellness Days:** Two scheduled Wellness Days per academic year, with reimbursement of up to \$30 per day for a resident-selected wellness activity.
- **Board Review Courses:**
 - **Internal Medicine:** ACP Board Review Course
 - **Psychiatry:** Four-year subscription to Beat the Boards course review.
- **Conference assistance:** Up to \$1,500 for elected First Authors attending:
 - ACP National Conference – Internal Medicine
 - APA National Conference – Psychiatry
- **Paid Time Off (PTO):** 20 workdays per academic year.
- **Fitness benefits:** Discounted membership pricing with Columbus Road Runners, along with various employee benefits and discounts through the Human Resources Department, including discounted gym memberships.
- **Salary:** Tiered salary structure with increases at each PGY level.
- **Resident Training Permit:** Reimbursement for the Resident Training Permit.
- **MKSAP:** Subscription paid for by the Internal Medicine Program.
- **Yale Modules:** Program-paid access to Yale educational modules.
- **Library access:** Access to Mercer University School of Medicine's library.
- **Technology:** Company-provided laptop and cell phone for use during residency.
- **Meal vouchers:** \$250 in cafeteria meal voucher tickets provided each month per resident.
- **Professional attire:** One St. Francis-Emory Healthcare lab coat and one jacket provided during orientation.
- **Counseling and wellness support:** Six in-person counseling sessions per year through GME/Employee Assistance Program and the partnership with the Pastoral Institute.
- **POCUS:** Point-of-care ultrasound (POCUS) course/rotation option available for Internal Medicine residents.

**Programs benefits are subject to change

Resident Personal Hygiene and Professional Attire

Overview: Personal hygiene and professional attire in the workplace, particularly in a healthcare setting is very important. Maintaining high standards of hygiene is not only essential for personal well-being but also critical to the safety and professionalism of our working environment.

Scope: There are several reasons to maintain personal hygiene and professional attire.

1. **Reduces the Spread of Illness**

Consistent personal hygiene practices—such as regular handwashing—are vital in minimizing the risk of contracting and spreading illnesses among colleagues, patients, and the broader community.

2. **Upholds a Professional Image**

Cleanliness and proper grooming contribute significantly to how we are perceived professionally. A neat and tidy appearance reflects personal responsibility and pride in our work.

3. **Supports Occupational Health and Safety**

Adhering to hygiene standards is essential for maintaining a safe working environment. This includes specific practices such as keeping fingernails trimmed, securing long hair in clinical areas, and, most importantly, wearing appropriate Personal Protective Equipment (PPE) at all times.

4. **Promotes Workplace Etiquette and Respect**

Good hygiene demonstrates respect not only for oneself but also for coworkers. It helps maintain a professional and considerate atmosphere, fostering positive working relationships.

5. **Reinforces Appropriate Attire and Professionalism**

Resident physicians and staff are expected to wear clean, unwrinkled, and stain-free clothing appropriate to their role. Proper attire is an extension of one's professionalism and contributes to the overall image of the organization.

6. **Consideration for Sensitivities to Odors**

Please be reminded that we work in an environment where strong scents can be overwhelming or even harmful to patients. Refrain from wearing strong perfumes, colognes, or scented products while on duty. Maintaining a fresh and neutral body odor is also important for patient comfort and professional courtesy.

Expectations: All residents are expected to maintain a professional and well-groomed appearance while carrying out their duties and while on hospital property. This includes adhering to the following guidelines:

General Appearance

- Residents must present a clean and neat appearance at all times. Clothing articles should be wrinkle-free.
- St. Francis name badges are required to be always worn while on duty; badge attachments not issued by St. Francis are not allowed. Badges should be clipped to the upper left chest or on an approved lanyard hanging no lower than waist height.
- Good personal hygiene is expected.
- Hair should be neat, clean, and styled in a way that does not interfere with patient care. Hair should be a “natural color”.
- Facial hair must be neatly groomed.
- Nails need to be clean, neat, and of a length to not interfere with residents and/or patient safety or ability to perform their duties.
- Visible body piercings Earrings should be simple with a professional appearance and may not exceed two earrings in each ear. A small ring or stud in one nostril is permitted.
- Tattoos that are offensive or violate a different policy are required to be covered.
- Strong perfumes or colognes are not permitted.

Scrub Wear:

- Proper scrub attire is permitted in procedure and patient care areas, including operating suites, in-patient floors (on main campus and TBC), ICU, and the emergency department; the addition of a lab coat is strongly encouraged.
- Protective coverings (e.g., shoe covers, gowns, goggles, gloves, masks, caps) should only be worn in designated areas per OSHA regulations.

The following clothing items are not appropriate to wear while within the hospital or outpatient- clinic setting during any assigned rotation (including but not limited to):

- Leather or denim garments (shirts, dresses, skirts, jackets, jeans of any color)
- Tank tops, sleeveless tops, or shirts of t-shirt material
- Revealing clothing (see through clothes, short skirts or low-cut tops)
- Sheer or excessively tight-fitting clothing (e.g., leotards, spandex, leggings)
- Oversized or baggy clothing; sweatpants, sweatshirts, hoodies
- Beach wear or sleep wear (swim shirts, swim trunks and pajamas)
- Uncovered feet: sandals, flip-flops, crocs, or moccasins
- Hats or head coverings, unless worn for religious or medical reasons

****Per hospital policy, jean pants are approved to wear on Fridays ONLY, and ONLY if resident is in a non-clinical work setting (ex: research block).**

These guidelines represent **minimum standards** for dress and appearance to ensure that residents present a positive and professional image to patients. You may receive feedback about your grooming

and attire from patients, faculty, ancillary staff, and peers when your appearance does not meet expectations for professional and clinical environments.

If a faculty member feels that the clothing is inappropriate for the setting, they may ask you to change prior to continuing in that environment and inform GME office.

*****To align with our hospital employee guidebook, if a situation arises in which a deviation from this policy is necessary – whether for personal, medical, cultural, or religious reasons – please speak with your supervisor.**

Educational Allowance/Reimbursement

The St. Francis residency program has approved up to \$750.00 reimbursement per academic year for educational options in addition to the outlined reimbursement options noted in the Resident Physician Employment Agreement.

Procedure

Residents must pay for their educational selection and receive a receipt for the payment. Residents shall use the ScionHealth approved format, Concur, to submit for reimbursement. They shall follow the Concur instructions to submit their request.

Residents must submit reimbursement requests within the academic year that the expense was incurred. Rollovers of educational funds will not be considered. Expenses submitted after the start of a new academic year will not be approved for reimbursement. Approval will only be granted in the amount up to or equaling \$750.00 per year; the reimbursement funds may be used at different times during the year for different expenses.

Permitted Expenses:

- Textbooks/Journal Subscriptions
- Medical Association fees/Professional Society dues
- Special training/course registration fees
- Study guides/programs

It is advised that you obtain approval for planned expenditures PRIOR to expending any funds to ensure the expense(s) are permitted. For questions regarding expense reimbursement eligibility, please contact the Director of GME.

Vacation & Leaves of Absence

Time Off/Paid Time Off

PTO provides residents 20 days (4 weeks Monday-Friday) paid time off during each academic year. Time off includes time off for holidays, vacation, illness, personal days, and other absences.

PTO Procedures

Requests for time off must be made one (1) month prior to the date(s) desired and returned to the Program Coordinator. Emergencies will be considered on a case-by-case basis. Every effort will be made to accommodate last-minute requests for job/residency interviews and family emergencies.

There is no provision that allows residents to work double shifts or weekends to trade days. In order for time off to be approved, any and all duties or scheduled call times must be covered. If a resident is scheduled for a call shift during the time in which he/she would like to take time off, he/she will be responsible for finding another resident to switch call shifts. All changes in call shifts must be approved by the Program Director in advance.

Time off will only be granted when all of the residents' logs (clinical and educational work hours, clinic logs, evaluations, etc.) are up to date.

At the discretion of the Program Director, time off may not be allowed during certain rotations or certain dates of the Academic year.

Residents should refer to their training program specific policy for additional information.

- IM: Internal Medicine Residency Program Leave Policy
- Psychiatry: Psychiatry Residency Program Leave Policy

Residents are required to use the allotted time off when unavailable for work on a Leave of Absence unless the resident is receiving workers compensation, short-term disability or long-term disability payments.

Note that all resident contracts are for a one-year period unless otherwise written. When a resident is absent from the program for more than the PTO allowance of 20 days within the academic year, the additional time may impact the anticipated date of program completion, depending on the policies of the individual specialty certifying boards. The program director is responsible for determining the appropriateness of the absences in accordance with the policies (GME and HR) of the sponsoring institution. If the absence is approved, the contract may be extended to make up for the additional time away from the program. However, an anticipated need for extension of training does not guarantee that a contract for the next academic year will be offered. There are situations where there will not be a position for a resident following an extended leave of absence, excluding approved FMLA. Every effort will be made to keep residents on schedule.

Bereavement

Time off includes time off for holidays, vacation, illness, personal days, and other absences, including bereavement.

ACGME Medical, Parental, Caregiver Leave of Absence

Policy

Residents are provided with a minimum of six weeks of approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once and at any time during an ACGME-accredited program, starting the day the resident is required to report. Residents are provided with at least the equivalent of 100 percent of their salary for the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken; and are provided a minimum of one week of paid time off reserved for use outside of the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken.

Maternity/Paternity Leave- Procedure

It is the Resident's responsibility to notify the Program Director as soon as possible in advance of anticipated utilization of a maternity/paternity leave. Time taken off for a maternity/paternity leave may extend the training period, as necessary, to comply with specialty board requirements for time spent in training. The department to which the Resident is assigned must approve any leave of absence. If eligible for FMLA, FMLA must be applied for at the same time a maternity/paternity leave is requested.

Jury Duty- Procedure

If a resident receives a notice that he/she is to report for jury duty, he/she is required to notify the residency Program Director immediately so that coverage can be arranged. St. Francis will pay the resident his/her regular salary for the length of time in which he/she has required jury duty. If court is not in session or if a resident is dismissed early, he/she is expected to report to work as soon as possible after being dismissed, unless otherwise mandated by state law. Upon returning to work, the resident must submit written proof of jury duty to the Program Director in order to be reimbursed.

Leaves of Absence:

Family Medical Leave Act (FMLA), Maternity/Paternity Leave Policy

In accordance with the "Family and Medical Leave Act," the St. Francis leave of absence policy supports up to twelve (12) work weeks of unpaid leave during a 12-month period for the following circumstances:

- a. For the birth of a child;
- b. For the placement of a child for adoption or foster care;
- c. To care for a spouse, child or parent with a serious health condition;
- d. Because of a serious health condition that causes the resident to be unable to perform the essential functions of his/her job;
- e. For the care of a "Covered Service Member" with serious injury or illness incurred in the line of duty that rendered the service member medically unfit to perform his/her duties; or

- f. For any “Qualifying Exigency” arising out of the fact that a spouse, child, or parent of the resident is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation.

Procedure

The 12-month period is measured forward from the date the resident’s first FMLA leave begins. To be eligible for FMLA, the resident must:

- a. Have been employed at St. Francis for at least twelve (12) months; and
- b. Have actually worked at least 1,250 hours during the 12-month period immediately preceding the request for leave.

Residents must apply for this leave and it must be approved by Human Resources/UNUM. Forms are available in the St. Francis Human Resources office.

If eligible for FMLA, FMLA must be applied for concurrently with any leave due to maternity or paternity, short-term or long-term disability, and leave pursuant to the policy section “Extended Leave of Absence.”

Leave under this provision only protects the resident’s job (i.e., job security). It does not provide any income guarantee or entitlement. Time taken off for leave may extend the training period as necessary to comply with the specialty board requirements for time in training.

While on FMLA, Residents are entitled to up to twelve weeks of St. Francis-subsidized benefits only. See Human Resources policies on PolicyHub via the St. Francis Intranet for further information.

Extended Leave of Absence

Policy

Residents with extraordinary and long-term personal or family tragedies may be granted extended leave without pay and without loss of previously accepted residency position or status for periods of up to one year in the following circumstances:

- a. Terminal illness.
- b. Permanent disability
- c. Complications of pregnancy that threaten maternal or fetal life.
- d. Other —devastating conditions or personal tragedies from which eventual recovery and/or return to regular employment may be reasonably expected.

Procedure

If extended leave is requested, the residency Program Director will provide the Resident written information regarding its potential impact on:

- a. Requirements for successful program completion.
- b. Requirements of specialty board for time spent in training.

The Program Director will also provide written information regarding availability of alternative accommodations, such as reduced hours, night-call accommodations, modified rotation schedules and part-time scheduling.

Eligibility for extended leave will be determined on a case-by-case basis by the Residency Program Directors and DIO, in consultation with HR.

If extended leave or other accommodations are granted, the Residency Program Director will prepare written documentation of the circumstances and conditions of these accommodations, as well as the necessary requirements for the Resident to return to full active status.

Military Reserves or National Guard Leaves of Absence

Policy

Residents who serve in U.S. military organizations or state military groups such as the National Guard may take the necessary time off to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws.

Additional Benefit & Leave Considerations

a. Effect of Leave for Satisfying Completion of Program:

- i. Time taken off for any leave may extend the training period, as necessary, to meet specialty board requirements for time spent in training. Residents should check with their Program Director to make sure they are not in jeopardy of needing to extend their training and, therefore, changing plans for a job or fellowship opportunity.
- ii. Residents are not automatically guaranteed re-entry into the training program and therefore should discuss future arrangements with their Program Director prior to commencing a leave of absence.
- iii. A resident remains eligible for health benefits during the time he/she is on unpaid leave. During the time the resident is not receiving pay, the usual payroll deduction obviously cannot be made. The resident, therefore, is responsible for direct payment of benefits costs. A check or the appropriate amount must be received by the benefits office before the 15th of each month to assure uninterrupted coverage.
- iv. A resident requiring further leave after FMLA has expired, or a resident exercising any of the other forms of unpaid leave, assumes full cost of any insurance coverage.
- v. Any leave of any kind must be coordinated through Human Resources and notification to the Graduate Medical Education Office is required.

b. Unscheduled Absence

- i. Absence from work without notifying the Department of Medical Education will be considered a voluntary resignation. If the resident's preceptor (attending physician) is taking time off, the resident is still considered to be on-duty. The resident must report or notify the Residency Office of his/her attending physician's absence and his/her availability for didactics and other activities of the program. If the resident does not notify

the residency office before such a situation, this will be considered a violation of disciplinary standards.

RESIDENT PHYSICIAN EMPLOYMENT AGREEMENT

COVER PAGE

Date of Agreement: _____ **Date of Last Signature** _____ **"Effective Date":** _____
"Resident": _____ **"Term":** _____ **Duration of the Resident's participation in the Program** _____
"Employer": St. Francis Health, LLC d/b/a St. Francis | Emory Healthcare
"Graduate Medical Education Program Specialty" _____

"Resident Address": _____ **"Employer Address":** 2122 Manchester Expressway
Columbus, Georgia 31904
Attn: Chief Executive Officer

"Base Salary and Program Year": PGY 1: \$58,801.60 per year (prorated) until such time as Resident has fulfilled the requirements for advancement to PGY2;
PGY2: \$60,819.20 per year (prorated) until such time as Resident has fulfilled the requirements for advancement to PGY3;
PGY3: \$63,015.68 per year (prorated) until such time as Resident has fulfilled the requirements for graduation
PGY4: \$66,315.79 per year (prorated) until such time as Resident has fulfilled the requirements for graduation

- I. The capitalized terms in any attached exhibits not otherwise defined, shall have the definition of such terms within quotations set forth on this Cover Page.
- II. The following listed exhibits are hereby incorporated and deemed to be a part of this Agreement:

Exhibit	Title
A	Standard Terms and Conditions
B	Supplemental Benefits

IN WITNESS WHEREOF, Employer and Resident have duly reviewed and executed this Agreement as of the dates set out beneath their respective signatures, and hereby certify the following:

- 1) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;
- 2) The compensation arrangement is established at fair market value;
- 3) This Agreement supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter hereof and does not condition the payment or the arrangement on the volume or value of any referrals or other business generated between the parties; and
- 4) Upon the Effective Date of this Agreement, the parties agree to ensure that no payments are made and no services rendered beyond the terms of this Agreement, or the terms of other Employer approved agreements between the parties.

EMPLOYER: St. Francis Health, LLC d/b/a
St. Francis | Emory Healthcare

RESIDENT:

Chief Executive Officer

Date

Date

EXHIBIT A

STANDARD TERMS AND CONDITIONS

This Resident Physician Employment Agreement (the "Agreement") is hereby effective as of the Effective Date, and is by and between Employer and Resident.

WHEREAS, Employer has established an accredited clinical training program in graduate medical education (the "Program"); and

WHEREAS, Resident holds the permit and qualifications needed to participate in the Program as a graduate trainee in the state listed in the Employer Address; and

WHEREAS, Employer desires to employ Resident, and Resident desires to be employed by Employer to participate in the Program pursuant to the terms and conditions of this Agreement; and

WHEREAS, the parties mutually agree that quality healthcare, along with supervised graduate medical education, is a priority of the parties; that there is a need for flexibility within the working relationship of the parties; and that an understanding of the rights and responsibilities of both parties is important at the onset of and throughout their relationship.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and agreements set forth herein, and with intent to be legally bound hereby, the parties hereby agree as follows:

I. PROGRAM DESCRIPTION AND TERM OF AGREEMENT

- 1.1 Term of the Agreement.** Unless it is terminated sooner in accordance with the terms hereof and applicable GME rules and regulations, this Agreement shall commence on the Effective Date and shall remain in full force and effect for the Term or the successful conclusion of the current Program Year. Resident shall remain at any assigned level of training (PGY) until Resident has completed all requirements prior to advancement to the next PGY.
- 1.2 Graduate Medical Education Program Specialty.** As defined on Cover Page.

II. COMPENSATION AND BENEFITS

- 2.1 Compensation.** Resident shall receive the annual Base Salary as defined on the Cover Page, payable in accordance with the terms in Exhibit B, attached hereto and incorporated by reference herein.
- 2.2 Benefits.** Resident shall receive the benefits mandated by law; including, but not limited to, workmen's compensation coverage, as well as additional benefits as may be implemented from time to time according to Employer's policies.
- 2.3 Professional Malpractice Liability Insurance.** Resident shall receive professional malpractice liability insurance coverage for Employer-related activities that are provided by Resident within the scope of the responsibilities pursuant to the provisions of this Agreement. Resident will continue to be covered for Employer-related activities Resident provided while active in the Program, even after Resident completes and/or leaves the Program and Employer. Resident may request a copy of the coverage information from the Employer.

III. OBLIGATIONS OF EMPLOYER

- 3.1 Environment of Training.** Employer shall provide an educational program in graduate medical education and graduate clinical training that meets the current standards of the ACGME, including GME policies that address pertinent aspects of resident development, clinical work hours, moonlighting, and supervision.
- 3.2 Resident Involvement.** Employer shall facilitate involvement of Resident in appropriate Employer committees or councils addressing patient care issues.
- 3.3 Designation of Director.** Employer shall designate a director ("Program Director") and other Program staff to serve as person or persons responsible for the implementation of this Agreement and for the general supervision of Resident.
- 3.4 Evaluation.** Employer shall provide to Resident a semi-annual written evaluation of Resident's work and performance by Program Director or designee. Evaluations may be made more frequently and may include objective testing methods, direct counseling, and corrective action plans.
- 3.5 Compensation and Benefits.** Employer shall provide Resident with compensation and benefits as described in Section II.
- 3.6 Grievance and Due Process Procedures.** Employer or the Program shall maintain a policy that shall provide Resident with a process for submitting and addressing grievances at the Program and Program sponsor level. A grievance shall be defined as a claim or dispute by Resident against Employer concerning the interpretation or application of Resident Agreement, or written policies of Employer affecting Resident in the Program, the treatment of Resident in the Program, the evaluation of Resident's performance while in the Program, and the termination of the Resident from the Program prior to completion of training.
- 3.7 Making Up Leave Time and Notification of Effect on Leave.** Resident is informed and acknowledges that additional training after a leave of absence may be needed for successful completion of Program and/or Board Certification requirements. The amount of sick leave, vacation, leave of absence, or disability time that will prolong the training time for Resident shall be determined by Program Director and the requirements of the program and/or certifying Board. In such instances, the Program Director or the GME Office will notify Resident of the effect such leave may have on Resident's training.

IV. OBLIGATIONS OF RESIDENT

- 4.1 Employer Bylaws, Rules, Regulations and Policies.** Resident shall comply with the bylaws, rules, regulations, and policies of Employer at all times during the term of this agreement and any amendments thereto, all as may be adopted or approved from time to time by the Governing Council, Medical Staff, Board of Trustees, or Administration of Employer, and/or any other duly authorized source, including but not limited to:
- (a) Employer Medical Staff Bylaws and Rules and Regulations;
 - (b) All Program and other policies, rules, and regulations of Employer; and

(c) Medical Staff Standards of Accreditation of Hospitals.

- 4.2 Employer's Mission. Resident shall accept and respect the mission of Employer and its values of service excellence, and to abide by Employer's business conduct principles and the behavioral expectations articulated in Employer policies.
- 4.3 Training Requirements. Resident shall fulfill the educational and clinical requirements of the graduate medical education training for the Program specified above, and complete the training cycles within the time allotted. Except for personal emergency medical situations, absence from Program for any reason must be approved in advance by Program Director. Following any personal medical absence, Resident shall complete a Return-to-Work Evaluation according to Employer's Policy.
- 4.4 Patient Care. Resident shall provide safe, effective, and compassionate patient care whenever assigned or assumed.
- 4.5 Employer and GME Policies. Resident shall be subject to Employer's employment and GME policies and procedures unless specified to the contrary in this agreement.
- 4.6 State License. Resident shall obtain and maintain an appropriate medical license required for the participation in the Program in the state identified in the Employer Address. Such license may reflect status as "pending" or "active," depending on whether Resident's training has begun. Resident shall notify Employer in writing immediately if any such licensure is not renewed, is revoked, or otherwise restricted. Resident must also maintain appropriate certifications as required by the Employer.
- 4.7 Immigration Requirements. Resident shall comply, obtain, and maintain all legal requirements of the immigration and qualification requirements for International Medical School Graduates, if applicable.
- 4.8 Documentation. Resident shall appropriately and timely document care rendered as needed by continuity of care and for billing purposes, and to prepare, dictate and authenticate reports of the history and physical and discharge summary in accordance with the Medical Staff Bylaws and Rules and Regulations, or be otherwise subject to penalties that may include suspension, termination, or failure to receive a certificate at completion of Program. All such reports, records and supporting documents belong to the Employer.
- 4.9 Assignments. Resident shall follow the schedule established by Program with the understanding that hours may vary depending upon medical needs of the clinical rotation(s) to which Resident is assigned. Resident must also follow the assigned clinic schedule and clinical rotation schedule.
- 4.10 Employment Physical. Resident shall participate in a physical examination at the Employee Health Office, or designated organization on or prior to commencement of work under this Agreement, and have the results of said examination verify that Resident has no conditions that would preclude Resident from working in a drug-free workplace or from performing the duties and obligations of Program. Should Resident fail any aspect of the examination, this agreement shall be void.

- 4.11 Accommodations/Special Needs.** Resident shall notify Program Director immediately if accommodations are needed to perform any of the essential job functions of the Program. Accommodation requests will be reviewed by the Program Director and Human Resources.
- 4.12 Malpractice Claims.** Resident shall cooperate and participate in the defense of any claims arising out of actions taken during residency training and other activities at or assigned by Employer. This obligation continues after Resident has left Program and is not limited to claims in which Resident had direct involvement or knowledge.
- 4.13 Courtesy and Respect.** Resident shall demonstrate courtesy and respect to patients, families, nursing personnel, and other personnel associated with Employer.
- 4.14 HIPAA.** Resident shall comply with provisions set forth by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and endorsed by Employer in conjunction with guidelines set by the ACGME.
- 4.15 Medical Malpractice.** Resident must meet all requirements for coverage under Employer's professional liability insurance policy and other applicable liability insurance policies.
- 4.16 Development of Program Study.** Resident shall develop a personal program of study and professional growth with guidance from their Program Director that includes meeting core competency requirements defined by the ACGME for the Resident's respective PGY level. Resident must also demonstrate ability to assume graded and increasing responsibility for patient care which is demonstrated by meeting ACGME core competencies for the Resident's respective PGY level. Furthermore, Resident shall participate in safe, effective, high quality patient care under supervision, commensurate with the level of advancement and responsibility.
- 4.17 Compliance.** Resident's actions while in the training program must be provided in compliance with: (i) the standards of The Joint Commission; (ii) all applicable federal, state, and local laws, regulations, and rules; and (iii) the rules and policies of Employer, including, without limitation bylaws, policies, rules and regulations of Employer and Employer's Medical Staff, as may be amended from time to time.
- 4.18 Cooperation.** Resident must fully cooperate with the Program and Employer in coordinating and completing resident review committees and ACGME accreditation submissions and activities, including the timely and complete completion of patient medical records, charts, reports, procedure logs, and duty hour logging.
- 4.19 Quality Improvement and Risk Management Activities.** Resident agrees to participate in and cooperate with Quality Improvement/Risk Management activities as directed by the Program Director or Risk Management. Resident must report immediately to the Risk Manager any inquiry by any private or government attorney or investigator, or any inquiry by any member of the press. The Resident agrees not to communicate with any inquiring attorney or investigator or any members of the press except merely to refer such attorneys and investigators to the Employer's Risk Manager and to refer the press to the Employer's Marketing Department.
- 4.20 Board Exam Eligibility.** If Resident's successfully completes all requirements of the Program as determined by the Program, Resident is eligible to sit for the specialty board examination in the Graduate Medical Education Program Specialty.

V. OUTSIDE EMPLOYMENT ("Moonlighting")

- 5.1** Resident shall comply with Employer's Moonlighting Policy, including but not limited to the "Duty Hour" requirements, a copy of which will be provided upon request. Any Resident with either a temporary license or any type of visa is not permitted to undertake patient care activities or other employment outside Program. Other Residents may be allowed outside employment only if prior written approval from Program Director is obtained, and this may be withdrawn or modified if Program Director, in the Program Director's sole and absolute discretion, believes such outside activity is interfering with assigned duties or obligations. The approval and extent of acceptable off-duty employment is wholly within the discretion of the Program Director. The Employer-provided professional liability insurance coverage does not include any outside employment, and a condition of Program Director's approval of such activity may include proof of the existence of liability coverage.

VI. TERMINATION

- 6.1 Cause for Termination.** If Resident breaches any provision of this Agreement or any applicable law, regulation, rule, or policy, the Employer shall have discretion to terminate this Agreement and Resident's employment.

This Agreement may also be terminated at any time by a written release by mutual consent of the Resident and Employer. In the event of such termination, the Program Director shall determine the amount of credit, if any, toward satisfying education requirements to be awarded the Resident.

Employer may terminate this Agreement at any time for cause, effective upon delivery of written notice to the Resident. Cause shall include, but not be limited to, the occurrence of any of the following events as determined by appropriate Employer leadership in consultation with the Program Director and the DIO of the Program:

- (a) Neglect of duty; including, but not limited to, violation of Employer's Bylaws, Medical Staff Bylaws, Rules and Regulations, or any policies, procedures, rules, and regulations of Employer;
- (b) Commission of an act of misconduct, including fraud or dishonesty, determined to render Resident professionally unfit to practice medicine;
- (c) Professional incompetence, inability to practice medicine with reasonable skill and safety to patients;
- (d) Professional incompetence, inability to practice medicine with reasonable skill and safety to patients by reasons of use of alcohol or drugs;
- (e) Resident's failure, by omission or commission, to perform the services specified in this Agreement or the usual and customary duties of Resident, as reasonably determined by Resident's Program Director, or designee; Graduate Medical Educational Committee; and/or Employer's Chief Executive Officer;
- (f) Conduct prejudicial to the best interests of Employer, including but not limited to violations of the Employer's Harassment and Discrimination policies;

- (g) Failure to obtain or maintain an appropriate professional license, or debarment from any federally funded health program;
- (h) To comply, obtain, and maintain, all legal requirements of the immigration and qualification requirements for International Medical School Graduates, if applicable;
- (i) Failure to pass USMLE Step 3 or COMLEX 3 by the end of the second year of residency training. An exception to this rule occurs if Resident holds an unrestricted license in a US State or Territory that is approved by the Georgia State Board of Medicine for issuing a continuing license without USMLE 3 (*e.g.* Puerto Rico);
- (j) Demonstrated failure to maintain an appropriate professional attitude and behavior toward patients and staff;
- (k) Conviction of Resident of any crime punishable as a felony; or
- (l) Resident's resignation or suspension of privileges from the medical staff of any hospital, revocation or suspension of DEA registration, or exclusion from participation in any federal or state health care program.

6.2 Licensure. This agreement shall terminate automatically upon Resident's failure to obtain or maintain licensure for the practice of medicine by the State of Georgia, immigration status required by law, or failure to qualify for the professional liability insurance coverage provided by Employer.

6.3 Effect of Termination. In the event of termination, and except as provided in Section 7.10, all rights and obligations of the parties hereunder shall cease.

6.4 Compliance with Law. If at any time either party reasonably believes, in good faith, based upon the advice of competent health care counsel, that this Agreement or the performance of any obligations under this Agreement violates any state or federal law or regulation, or presents a substantial risk of the loss or restriction of that party's certification, license or right to (a) participate in Medicare, Medicaid, Tricare or any other governmental health care program; (b) provide health care services; or (c) operate an acute care hospital, then that party may, upon written notice, require the other party to enter into good-faith negotiations to modify this Agreement in a manner that would retain as much as possible of the economic arrangements originally contemplated by the parties without violating any applicable legal, tax, or reimbursement requirements. If the parties are unable to reach an agreement concerning the modification of this Agreement within thirty (30) days after the date of the notice seeking negotiations (or sooner, if required by law), then either party may immediately terminate this Agreement upon written notice to the other party. The rights of the parties under this Section are in addition to any other termination rights they may have.

6.5 Loss of Training Program Accreditation. In the event the Employer loses its training program Accreditation, discontinues the training program, or loses Accreditation for trainee positions during the period of this Agreement, on the effective date of such action, the Resident shall have the option to be released from this Agreement and shall not be prohibited from immediately entering another program approved by the ACGME training. Also, the Program Director shall grant the Resident credit for that portion of the residency completed and released there from.

In the event of discontinuation of the training program, the Program Director agrees that every effort will be made to place the Resident in another appropriate program.

- 6.6 **Notice.** Resident may terminate this Agreement upon thirty (30) days prior written notice to Employer.
- 6.7 **Appointment Length, Dismissal and Promotion.** Employer's appointment of Resident shall be an initial term of one year. Promotion to a new PGY level is determined by the Program Director and Clinical Competency Committee (CCC) based on resident performance and evaluation tools. Resident must be in good standing, and performing at or above Resident's PGY level in order to be promoted. If, in the sole discretion of the Program Director and the CCC, Resident has successfully fulfilled the requirements of the current PGY level, Employer shall notify Resident in writing of Resident's advancement to the next PGY level, and the compensation, benefits, rights, and responsibilities associated with the next PGY level shall commence as set forth in such notice, and following the signatures by Employer and Resident on a new Resident Physician Employment Agreement for the next PGY level. Should Resident be elected Chief of Resident's Program, the Parties shall enter an Amendment reflecting the stipend associated with such election. Should the resident not meet the requirements set forth in the Residency Program's policies and practices related to academic performance, patient care, professionalism, or other issues not listed, the Program Director, and CCC has the discretion to dismiss Resident from the program.

VII. GENERAL COVENANTS AND CONDITIONS

- 7.1 **Patient Records.** All records relating to any patient treated by Resident are the property of Employer and shall be treated as confidential as required by law and shall be the property of Employer. However, Resident shall have access to such records in accordance with applicable state and federal laws and Employer's policies.
- 7.2 **Agreement.** All questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of the state identified in the Employer address. This Agreement is a personal service agreement, and nothing contained in this Agreement shall be construed to permit assignment, in whole or in part, by Resident of any rights or obligations under this Agreement, and such assignment is expressly prohibited.
- 7.3 **Offices and Support Personnel.** Employer shall provide (or arrange for the providing thereof) Resident such support services and personnel as required by the ACGME for the provision of professional services to those who receive the same.
- 7.4 **Ownership of Amounts Paid.** Resident acknowledges that all remuneration of any kind for professional clinical services rendered by Resident within the scope of Program is and shall remain the property of Employer. Resident hereby assigns to Employer the exclusive right to bill for, collect and retain any and all fees, reimbursement, payments and income attributable to services Resident renders hereunder. Under no circumstances may Resident bill any patient or public or private third-party, reimbursement program or entity for services Resident renders hereunder. Resident shall cooperate with and assist Employer and Employer's agents in all billing and collection efforts related to services Resident performs hereunder.
- 7.5 **Noninterference with Professional Judgment.** The provisions of this agreement notwithstanding, Employer shall not impinge upon Resident's right to make medical decisions concerning the treatment of patients being treated by Resident, except for the oversight and supervision

provided by supervising physicians and faculty. Resident shall use Resident's medical judgment to make decisions as to admission to such facilities as Resident, in the exercising of Resident's medical opinion/judgment, shall deem appropriate and in the best interests of said patients, consistent with the utilization review and quality assurance programs established by Employer, provided, however, that Resident agrees that Resident's professional performance shall be periodically reviewed to ensure compliance with this section and other pertinent sections of this Agreement and with applicable standards of professional medical performance, and, provided further, that Physician's professional performance shall at all times be subject to professional review and oversight by, Program Director, supervising physicians, faculty members, and Employer's Chief Medical Officer.

7.6 **Disclosures.** Resident acknowledges that Resident is to be employed by a highly regulated employer, and as such that statutes, laws, rules, and/or regulations may be enacted requiring certain disclosures of Employer and/or Resident and/or prohibiting Resident from engaging in certain transactions which may require Resident to disclose the names of relatives and/or other entities in which Resident or family members has/have an ownership or other such interest to assure that Employer does not engage in any prohibited transaction and/or that applicable regulations are adhered to by all parties. In furtherance thereof, Resident agrees to cooperate and make such disclosures as may be required by the Conflict of Interest Policy and Code of Conduct of Employer, to assure compliance by Employer with any such statutes, laws, rules, and/or regulations.

7.7 **Confidentiality.** During the course of Resident's employment, Resident will acquire private proprietary information concerning Employer's finances, business practices, operations, policies and procedures, strategic plans, patient care, and related matters (collectively "Confidential Information"). The Confidential Information is and shall remain the sole and exclusive property of Employer. Resident may not at any time during or after the term of this Agreement, for any reason whatsoever, with or without cause, directly or indirectly use for any purpose or disclose or distribute to any person, corporation, partnership, sole proprietorship, governmental agency, organization, joint venture or other entity, any Confidential Information.

Resident shall not disclose the contents of this Agreement to any third party, except as may be reasonably required for Resident to secure advice from professional advisors or as may be required by law. Resident shall notify Resident's professional advisors of the nondisclosure requirements of this Agreement and direct them to comply with same.

At all times, patients treated by Resident shall be patients of Employer, not patients of Resident. Accordingly, all patient records and files, including medical records and x-rays, are property of Employer. In the event of the termination of this Agreement, all records and files shall be retained by Employer. Upon the termination or expiration of this Agreement for any reason, Resident will continue to refrain from using or disclosing Confidential Information. Following termination, all of Resident's rights to Employer's books or records, case stories and reports, memoranda, files, patient lists, accounts receivable, work in progress, telephone numbers, Confidential Information and other assets and documents relating to Employer's operations shall cease.

7.8 **Waiver.** The parties agree that a waiver of a provision and/or breach or default under this agreement shall not be construed as or operate as a waiver of the provision in the future or a

waiver of the right to insist upon strict adherence to all other terms hereof or as a waiver of any subsequent breach or default.

- 7.9 Notices.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person, effective three (3) business days after mailing if mailed by certified mail, postage prepared, return receipt requested, or effective the next business day if delivered by overnight courier with charges prepaid, at the Resident Address and Employer Address set forth on the Cover Page, or to such other address as either party shall have designated for notices to be given to him or it in accordance with this Article
- 7.10 Survival of Terms.** The parties agree that where necessary for the purpose of a provision of this Agreement and/or to give meaning to such provision, the same shall survive the expiration or termination of this agreement.
- 7.11 Arbitration.** Except for disputes subject to the grievance procedures of Section 3.6, the parties agree that any dispute or claim arising out of or related to this Agreement shall be settled by confidential, final, and binding arbitration before a single arbitrator and administered by the American Health Lawyers Association in accordance with its rules, including arbitrator selection. The prevailing party shall be entitled to recover all costs and expenses associated with arbitration, including reasonable attorneys' fees, and the arbitration award may be enforced by judgment in any court of competent jurisdiction.
- 7.12 Entire Agreement.** This Agreement constitutes the entire agreement between the parties and contains all of the understandings and agreements between them with respect to the subject matter hereof. This Agreement supersedes and replaces any and all other agreements or contracts between the parties with respect to the subject matter hereof, including any such similar Resident Physician Employment Agreements, as of the Effective Date.
- 7.13 Amendment.** The terms of this Agreement may only be amended in writing executed by each of the parties hereto.
- 7.14 Severability.** The invalidity or unenforceability of any particular provision of the Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.
- 7.15 Successorship.** This Agreement shall be binding upon and inure to the benefit of Employer and its successors and assigns, and it shall also be binding upon and inure to the benefit of Resident, and Resident's administrators, executors, heirs, and assigns.
- 7.16 Assignment.** Neither Employer nor Resident may assign any rights or obligations created by this Agreement without the express prior written consent of the other party.

EXHIBIT B

SUPPLEMENTAL BENEFITS

During the Term of the Agreement, Resident shall be entitled to the following:

- A. Compensation.** Employer shall pay Resident the Base Salary, which is the rate established for Residents of like specialty. The Base Salary will be payable in bi-weekly installments in accordance with Employer's routine payroll procedures, less applicable deductions and withholdings.
- B. Supplemental Benefits.** Employer agrees to provide Resident with the following supplemental benefits:
- i. Individual and Family Coverage. In Employer's Comprehensive Health Care Plan as the same may be amended from time to time, within the limits of the plan's then applicable coverage.
 - ii. Professional Malpractice Liability Insurance Coverage. For Employer-related activities that are provided by Resident within the scope of the responsibilities pursuant to the provisions of this Agreement. Resident will continue to be covered for Employer-related activities Resident provided while enrolled in the Program, even after Resident completes and or leaves Program and Employer.
 - iii. Term Life Insurance. Equal to one (1) year's Base Salary.
 - iv. Paid Vacation, Sick Time, and Holidays. Resident shall also be provided vacation, sick, and holiday time, including medical, parental, and caregiver leaves of absence in accordance with applicable law and computed in accordance with Employer's Benefits Policy for Resident Physicians, and as that policy may be amended from time to time. Resident may have time away from assigned responsibilities with compensation and shall be scheduled with the approval of the appropriate Employer Representative.
 - v. Disability Compensation. In the event of an inability to perform duties as a Resident, Resident may receive disability compensation as provided by Employer's Disability Insurance plan.
 - vi. Leaves of Absence. Resident shall also be eligible for full, partial, and unpaid leaves of absence in accordance with Employer's policies. Resident shall be required to make up missed training time as required by Employer's policies and the respective specialty board requirements.
 - vii. Worker's Compensation. Coverage under the laws of the State of Georgia.
 - viii. Counseling Services. Resident shall be provided access to confidential counseling and other support services available through the Employee Assistance Program.
 - ix. Parking. Resident shall be provided with parking.
 - x. On-call Accommodations. Resident will be provided customary hospital lodging in a secured area while on-call.
 - xi. Meals. Resident may be provided with a meal allowance according to each program's policy and at the discretion of the Program Director.

- xii. Scrubs and Lab Coats. In keeping with the practice at Employer, the medical staff and Residents are provided with scrubs and lab coats and are responsible for maintaining them in accordance with Employer's policies and procedures.
- xiii. Restrictive Covenant. Resident shall not be required to sign a non-competition guarantee.
- xiv. Residency Program Closure or Reduction. Resident shall be informed of Resident Program Reduction/Closure in accordance with the GME specified Policy.
- xv. Educational Allowance. Resident shall be eligible for the Educational Allowance according to Program policy.
- xvi. IT Support. Resident shall be issued IT equipment necessary to perform Resident's duties as a Resident, including a hospital-issued laptop and pager. All IT equipment issued to Resident shall be and remain the property of Employer, and Resident shall be liable for any loss or damage to, and failure to return, such equipment.
- xvii. License Reimbursement. The direct costs of necessary medical licensure and DEA licenses are reimbursable by the GME Office while Resident is in Residency Program.
- xviii. Memberships. Memberships required by Employer are reimbursable for residents while in Employer's Residency Program.
- xix. Required Examinations. The Residency Program fully covers the cost of an annual in-training examination. Residents who complete their COMLEX or USMLE Step 3 exams during their PGY-1 training year, and pass on the first attempt, are eligible for 100% reimbursement of the cost of the Step 3 exam. Documentation of passing the exam on first attempt must be provided to the GME Office.
- xx. Certifications. Certifications required by Employer may be renewed and maintained by residents at no cost if renewed through certificate programs offered at St. Francis|Emory Healthcare.