



RESIDENCY/FELLOWSHIP APPOINTMENT AGREEMENT

<<FirstName>> <<MiddleName>> <<LastName>>

Contingent upon your timely satisfaction of the following conditions, Emory University (“Emory”) hereby offers you employment and an appointment in its School of Medicine residency/fellowship program conducted through its affiliated hospitals:

Pre-Employment Condition #1:

a) Either receipt of a Georgia Temporary Postgraduate Training Permit (pursuant to O.C.G.A.43-34-47 and Rules 360-2.09 through 360-2.12 and the House Staff Policies and Procedures Manual) prior to **<<StartDate>>** (you must submit a completed application for training permit to Emory’s Office of Graduate Medical Education at least 60 days prior to appointment date);

or

b) Receipt of a Georgia Medical License (pursuant to O.C.G.A. 43-34-26(5) & 43-34-27, and the House Staff Policies and Procedures Manual) prior to **<<StartDate>>** (proof of which you must submit to Emory’s Office of Graduate Medical Education at least 60 days prior to appointment date). Georgia Medical Licenses are required for all residents who are PGY 8 or higher.

THESE LICENSURE/PERMIT OBLIGATIONS ARE CONTINUING THROUGHOUT THE TERM OF THIS AGREEMENT. You understand and agree that the revocation, suspension or termination of your Georgia Temporary Post Graduate Training Permit or Georgia Medical License will constitute adequate grounds for the immediate termination of this Agreement.

AND

Pre-Employment Condition #2:

Successful completion, no later than 30 days before your contract start date, of all Emory University Human Resources pre-employment screenings, including but not limited to Emory’s receipt of satisfactory results (as determined in Emory’s sole discretion) of: (a) your criminal background check; (b) your drug/toxicology/alcohol drug test submission; (c) your registered sexual offender screening; and (d) your academic, professional, and personal reference screenings.

By signing this Agreement in the designated space below, you acknowledge and agree that your failure to meet any portion of the Pre-Employment Conditions outlined above results in Emory’s immediate and automatic withdrawal of its offer of employment and residency appointment and this document, even if signed, being deemed by you and Emory as null and void and having no force or effect.

Specifically, contingent upon your timely completion of each of the above-referenced Pre-Employment Conditions to Emory’s satisfaction, Emory offers you employment and an appointment as a Post Graduate Year **<<PGY>>** in the **<<Program>>** Training Program effective beginning **<<StartDate>>** and ending **<<EndDate>>**. Emory will provide you compensation in monthly installments at an annual compensation rate of **<<compensation>>** during the Term. If less than a month is worked, compensation for that month shall be computed on a daily rate based on the compensation schedule in effect at that time.

Throughout the Term of this residency Agreement, you agree that you will follow the guidelines established by the ACGME and by your training program regarding resident duty hours.

You hereby understand and acknowledge that the specific terms and conditions of your appointment as a resident/fellow in the Emory University School of Medicine residency program are described in and governed by the provisions of the House Staff Policies and Procedures Manual (the “Manual”). You acknowledge that a current copy of this manual can be found at <https://med.emory.edu/education/gme/>. You specifically acknowledge and agree that this Agreement, together with the Manual, governs your relationship with Emory and each of the affiliated hospitals and other facilities to which you are assigned as a resident. All items in Section IV of the ACGME Institutional requirements are addressed in the Manual. You further acknowledge that the table below provides the location in the Manual of these requirements:

Benefits, Conditions & Policies referenced in the House Staff Manual:

Location in House Staff Manual

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|--|------------------------------------|
| 1. Resident responsibilities | House Staff Manual, Section 1 |
| 2. Conditions under which living quarters, meals, laundry are provided | House Staff Manual, Section 3 |
| 3. Conditions for appointment and promotion | House Staff Manual, Section 5 |
| 4. Grievance procedures and due process | House Staff Manual, Sections 33-34 |
| 5. Professional liability insurance | House Staff Manual, Section 16 |
| 6. Liability insurance coverage for claims filed after completion of program | House Staff Manual, Section 16 |
| 7. Health and disability insurance | House Staff Manual, Section 3 |
| 8. Leave of absence policy | House Staff Manual, Section 4 |
| 9. Vacation policies | House Staff Manual, Section 4 |

10. Parental leave of absence	House Staff Manual, Section 4
11. Sick leave policies	House Staff Manual, Section 4
12. Policy on effects of leaves on satisfying criteria for program completion and eligibility for certification by the relevant certifying board.	House Staff Manual, Section 4
13. Duty-hour policies and procedures	House Staff Manual, Section 6
14. Policy on moonlighting	House Staff Manual, Section 6, Appendix D
15. Counseling, medical, psychological support services	House Staff Manual, Section 8-9
16. Policy on physician impairment and substance abuse	House Staff Manual, Section 8-9
17. Policy on sexual harassment and other forms of harassment	House Staff Manual, Appendix C
18. The Institution is committed to following applicable laws and to a fair and open campus environment	House Staff Manual, Appendix C

You agree that any conditions or provisions described in the Manual that are dependent upon the availability of resources beyond the control of Emory and/or its affiliated hospitals shall not be binding upon Emory in the event of the unavailability or loss of those resources. You also agree that throughout the Term of this Agreement, you must follow and abide by the rules, regulations, and policies of Emory, its School of Medicine, and all hospitals and other facilities to which you are assigned as an Emory employee and resident.

You understand and agree that the Term of this Agreement is only for the period described herein. In addition, you understand and agree that an appointment for this Term does not guarantee an appointment for any time beyond the Term, including but not limited to an extension of this PGY year, a subsequent training year, or a repeat of the current training year. You further understand and agree that Emory may terminate this Agreement, your employment, and your medical residency appointment at any time during the Term of this Agreement if, in its sole discretion, Emory determines that you have failed to: (a) satisfy your obligations under this Agreement; (b) comply with the terms and conditions of the training program (c) follow all policies, rules, and regulations of Emory, its School, the training program, and all hospitals and facilities in which you are assigned; (d) perform satisfactorily in the program in a sustained manner; (e) act at all times in a lawful manner; (f) satisfactorily maintain your Georgia Temporary Postgraduate Training Permit or Georgia Medical License; (g) prioritize appropriate patient care; (h) treat Protected Health Information with appropriate confidentiality and discretion and in a manner that is consistent with law and applicable policy; and (i) successfully pass all Emory screenings requested at any time prior to and during the Term, including but not limited to: (i) all criminal background checks; (ii) all drug/toxicology/alcohol tests to which you are asked to submit (and your understanding that your refusal to submit to a drug/toxicology/alcohol test will be deemed your unsatisfactory positive screen result); (iii) all registered sexual offender screenings; and (d) all academic, professional, and personal reference screenings.

By signing this Agreement in the designated space below, you accept Emory's conditional offer of employment and residency training, as described herein, for the specific Term. By signing this Agreement, you also acknowledge that you have read and understand each provision in this Agreement, and agree to each of its terms and provisions. You also represent that you have read, understand, and agree to abide by the terms and conditions set forth in the Manual, and that you will also abide by all other the rules and policies of Emory University, its School of Medicine, and the hospitals and other facilities to which you will be assigned during the course of your training.

EMORY UNIVERSITY:

By: _____ (Signature)
Philip Shayne, MD
Associate Dean, Graduate Medical Education
Emory University School of Medicine

Date: _____

Provisions acknowledged and agreed to by:

(Signature)

<<FirstName>> <<MiddleName>> <<LastName>>
(Printed Name)
Resident/Fellow

Date: _____