

THE MEDICAL CENTER OF CENTRAL GEORGIA, INC. RESIDENCY/FELLOWSHIP AGREEMENT

This Employment Agreement (the "Agreement") is between The Medical Center of Central Georgia, Inc. ("MCCG") and _____ ("Resident/Fellow") in _____ ("Program") at ("P.G.Y. / P.L.") _____ level. MCCG offers and Resident/Fellow accepts employment under the following terms and conditions:

1. **TERM:** Begins on _____ and Ends on _____.
2. **SALARY:** \$ _____ annually plus an **allowance designated for on-call meals**. A change in salary, if any, will occur in the form of the new agreement when this agreement terminates. There is no housing allowance; resident/fellow call rooms are provided.
3. **TRANSITION FUND:** \$2,000.00 (**one time only** benefit included in **first** paycheck).
4. **EDUCATIONAL EXPENSES:** \$1,500.00 total per academic year to be used for dues, books, conference registration, travel expenses, fees for board and certification exams. No funds will be allowed for the medical license. No reimbursement can occur after completion of residency/fellowship.
5. **UNIFORMS:** Scrubs provided as needed.
6. **BENEFITS:**
 - A. **Vacation:** Fifteen (15) days of vacation per year services allowed as authorized by the Program Director or his/her designee. Family Leave is permitted under the Family Medical Leave Act, but the Resident/Fellow must at all times remain in good academic standing. Vacation time does not accumulate from year to year.
 - B. **Professional Liability Insurance including Tail Coverage:** Residents/Fellows are provided coverage at no charge for their services rendered pursuant to this Agreement. Coverage limits are \$4 million per occurrence and \$20 million in the annual aggregate, with excess coverage in the amount of \$40 million dollars beyond the primary limits.
 - C. **Health and Dental Insurance:** Provided free of charge for Resident/Fellow and dependents in accordance with MCCG group coverage. Coverage begins on the first recognized day of residency/fellowship training.
 - D. **Disability and Life Insurance:** Provided free of charge for Resident/Fellow in accordance with MCCG group coverage.
7. **GME POLICIES AND PROCEDURES:** Resident/Fellow and MCCG agree to adhere in all respects to all Graduate Medical Education Policies and Procedures. The MCCG GME Policies and Procedures are incorporated by reference into this Agreement. Copies of the GME Policies and Procedures may be obtained at the MUSM Office of Medical Education, 790 First Street, Macon, GA 31201, phone (478) 633-1061; or on the MCCG website under "Departments/Medical Education."
8. **REAPPOINTMENT:** GME Polices and Procedures Handbook states that each resident/fellow may expect to advance to the next level of training unless given four months advance written notice and provided access to grievance procedures. Reappointment by this contract is based on successful completion of PGY training covered by prior contract. (See GME Policies and Procedures, 11.1). If the primary reason for the nonrenewal or nonpromotion of Resident/Fellow occurs within the 4 months prior to the end of the Agreement, MCCG will provide the Resident/Fellow with as much written notice of the intent not to renew or not to promote as circumstances will reasonably allow, prior to the end of the Agreement.
9. **SEXUAL HARASSMENT:** Resident/Fellow agrees to adhere to GME Policies and Procedures with respect to its specific policy relating to sexual harassment which is the same policy that applies to all MCCG employees. (See GME Policies and Procedures, 3.2 and 7.4)

10. **ACCOMODATION FOR DISABILITY:** MCCG agrees that Resident/Fellow is considered an employee for purposes of MCCG's compliance with MCCG policy number 40-310 with regard to compliance with the Americans with Disabilities Act and ensuring equal opportunity non-discriminatory employment practices for qualified persons with disabilities. (See GME Policies and Procedures, 8.3a)
11. **LEAVE OF ABSENCE:** Professional leave of absence, sick leave, parental leave, and the effect of leave on satisfying program requirements are described in the GME Policies and Procedures Handbook. (See GME Policies and Procedures, 8.2).
12. **COUNSELING, MEDICAL AND PSYCHOLOGICAL SUPPORT SERVICES:** These services are available to residents/fellows on the same basis as all Medical Center of Central Georgia employees and are described in the GME Policies and Procedures Handbook. (See GME Policies and Procedures, 10.1, 10.2, and 10.3).
13. **POLICY ON PHYSICIAN IMPAIRMENT AND SUBSTANCE ABUSE:** This policy is described within the Employee Assistance Program (EAP) defined in GME Policies and Procedures Handbook. (See GME Policies and Procedures, 10.1)
14. **GRIEVANCE/APPEAL PROCEDURE:** A detailed grievance/appeal procedure is included in the GME Policies and Procedures Handbook. (See GME Policies and Procedures, 12.1).
15. **RESIDENCY/FELLOWSHIP CLOSURE/REDUCTION POLICY:** Should conditions necessitate closure/reduction of residency/fellowship programs; terms of this contract will be honored at least to the ending date specified herein. Program Directors will assist resident/fellow in enrolling in other ACGME accredited programs. (See GME Policies and Procedures, 2.7)
16. **DUTY HOURS:** The Resident/Fellow and the MCCG agree to adhere to all Accreditation Council for Graduate Medical Education duty hour requirements as specified in the GME Policies and Procedure. (See GME Policies and Procedures, 9.3 and 9.4).
17. **MCCG AGREES:** (a) to provide a suitable environment for educational experience in the specialty area of the residency/fellowship, and (b) to provide a training program that meets the Essentials of Accredited Residencies/Fellowships, described by the Accreditation Council for Graduate Medical Education and the Program Requirements for the appropriate Residency/Fellowship Review Committee.
18. **THE RESIDENT/FELLOW AGREES:** (a) to perform satisfactorily and to the best of his/her ability the customary services of residency/fellowship during the entire term of the present contract; (b) to conform to MCCG Policies, Procedures and Regulations governing employees and described in the MCCG Employee's Handbook unless inconsistent with this Agreement; (c) not to engage in any outside remunerative work unless approved by the Residency/Fellowship Director and Designated Institutional Official; (d) to obtain and maintain a Temporary Postgraduate Residency/Fellowship Training Permit from the Georgia Composite State Board of Medical Examiners; (e) to complete medical records in a timely manner as outlined in the GME Policies and Procedures Handbook (see GME Policies and Procedures, 9.5 and 13.1); and (f) to demonstrate in a manner consistent with specialty based educational objectives the following six core competencies: Patient Care; Medical Knowledge; Practice-based Learning and Improvement; Interpersonal and Communication Skills; Professionalism; and Systems-based Practice which are described in detail in the GME Policies and Procedures. (See GME Policies and Procedures, 11.1).
19. **TERMINATION:** MCCG reserves the right to terminate, upon 30 days written notice, the Agreement of any Resident/Fellow for cause during the term of this Agreement. The following are some examples of cause for immediate termination:
 - Possession, manufacturing, dispensing, use or sale of illegal drugs or alcoholic beverages on MCCG property.

- Unauthorized possession of MCCG property or property of a MCCG employee, patient or visitor.
- Harassment of any individual associated with MCCG (Including physical, verbal and/or sexual).
- Harassment of any patient (including physical, verbal and/or sexual).
- Assault or fighting on MCCG property.
- Possession of firearms, dangerous weapons, or explosives on MCCG property, unless the individual has MCCG written approval for such possession in the performance of his/her job.
- Gross negligence or willful indifference that jeopardizes the life and/or welfare of another individual or produces significant financial loss to MCCG.
- Directing abusive/threatening language or any other acts of disrespect toward a patient, visitor or employee.
- Disclosing information of a confidential nature to unauthorized persons, or any action by an employee that is a breach of professional ethics.
- Falsification of employment application, time and attendance reports, medical records, production reports, or other MCCG records.
- Fraud and/or abuse involving any billing, administrative or regulatory procedures including but not limited to Medicare, Medicaid and other governmental programs as well as private pay and other third party reimbursements programs.
- Failure to report and/or detect suspected fraud and/or abuse involving any billing, administrative or regulatory procedures including but not limited to Medicare, Medicaid and other governmental programs as well as private pay and other third party reimbursement programs.
- Failure to maintain proper or professional decorum in the workplace.
- Performance of illegal acts on MCCG property which may result in criminal prosecution.
- Failure to meet academic standards as required and determined by the appropriate MCCG residency program director.

20. **THE PARTIES** have entered into this Agreement in good faith and acknowledged their respective ethical and legal obligations to fulfill the Agreement until its expiration date, except in the case where the Resident/Fellow is unable to do so because of incapacitating illness. The Parties further agree that under no circumstances will either Party terminate this Agreement prior to its expiration date without prior notice and just cause. The GME Policies and Procedures Handbook define grievance procedures to be followed in any disciplinary action against a Resident/Fellow arising from academic or clinical deficiencies. (See GME Policies and Procedures, 12.1)
21. **THE RESIDENT/FELLOW UNDERSTANDS** that all entering PGY 1s pass both parts of USMLE II (M.D.) or the COMLEX (D.O.) prior to this contract start date. Also, completion of a clear criminal background check and negative drug screen by the MCCG Department of Human Resources is a prerequisite to employment.
22. **IF THIS AGREEMENT** is terminated prior to its expiration date, each Party, at its option, may submit an explanatory statement to the Accreditation Council for Graduate Medical Education (ACGME). Such statements shall be available to inquirers at the discretion of the ACGME.

Resident's/Fellow's Name: _____
 (Please print or type name)

Birthdate: _____ **Social Security Number:** _____

SIGNATURES:

Resident/Fellow: _____ **Date:** _____

Program Director: _____ **Date:** _____

Designated Institutional Official (MCCG):

Resident/Fellow Salaries		
PGY Level	2015/2016	
1	49,651.00	23.87
2	51,428.00	24.73
3	53,454.00	25.70
4	55,750.00	26.80
5	57,873.00	27.82
6	59,991.00	28.84
7	61,815.94	29.72

SAMPLE