

**BATON ROUGE GENERAL MEDICAL CENTER
PGY-1 FAMILY MEDICINE RESIDENT**

This Agreement for Family Medicine Residency Training Appointment ("Agreement") is entered into by and between BATON ROUGE GENERAL MEDICAL CENTER ("BRGMC"), a Louisiana not-for-profit corporation, and NAME OF RESIDENT M.D. ("Resident"), sometimes referred to collectively as "Parties", effective the 1st day of July, 2024.

RECITALS

WHEREAS, BRGMC desires to provide necessary training and support services to certain residents through its Family Medicine Residency Training Program ("Program") and in accordance with the standards of the Accreditation Council of Graduate Medical Education ("ACGME").

WHEREAS, Resident wishes to participate in the BRGMC Family Medicine Residency Training Program ("Program").

NOW, THEREFORE, Parties hereby agree as follows:

1. APPOINTMENT

1.1 Engagement. BRGMC hereby engages and Resident hereby accepts appointment as a PGY-1 Family Medicine Resident pursuant to the terms and conditions of Agreement. Resident acknowledges and agrees that Agreement is contingent upon Resident's successful completion of the BRGMC's pre-employment placement assessment, including verification of graduation from an accredited medical school, verification that Resident is not excluded from participation in any federal program, criminal background check, and drug/toxicology screening. This assessment will be scheduled through the General Health System ("GHS") Human Resources Department by the Program Coordinator in conjunction with Program orientation and must be completed at least four (4) days prior to the beginning of Program.

1.2 Term. Agreement shall be binding upon Parties for a one-year term beginning on Effective Date. Extension of Agreement or re-appointment of Resident for a subsequent term, if required, requires execution of a revised Agreement, and is contingent upon completion of all requirements for satisfactory progress as a Resident as determined by the Program faculty and outlined in Program Policy and Procedure Manual.

1.3 Termination. Resident hereby acknowledges that this Agreement is incidental to enrollment in an academic program and, as such, termination or dismissal of Resident from the Program will automatically terminate this Agreement in accordance with GME Policy-104. In the event of termination or non-renewal of Agreement, BRGMC shall pay Resident within sixty (60) days, any and all fringe benefits required by BRGMC policies then in effect.

2. RESIDENT DUTIES AND RESPONSIBILITIES

2.1 Duties. Resident agrees to perform all assigned duties to the best of his/her ability, as required by Program, GME Policy and Procedure Manuals, BRGMC Medical Staff Bylaws, the Louisiana Medical Practice Act,



and rules of any affiliated program to which Resident may be assigned by BRGMC, or as required by Program Policy and Procedure Manual. Resident shall adhere to established practices, procedures and policies of ACGME, GME, the Program, GHS and all affiliates, and Joint Commission.

2.2 Clinical and Educational Work Hours. Resident agrees to record and report all clinical and educational work hours in compliance with GME and ACGME Requirements.

2.3 "Moonlighting". Resident acknowledges that his/her primary duty and responsibility is to the Program. Resident acknowledges that all moonlighting activities must be in compliance with Program ACGME clinical and educational work hour rules and regulations. Resident agrees to comply with Program Policy and GME Policy 101.

2.4 Leaves of Absence. Resident is eligible for leaves of absence as set forth under GHS Leaves of Absence Policy HR 07-05, Program policies, and GME Policy 122.

2.5 Professional Standards. Resident shall comply with all applicable legal and ethical standards relating to the practice of medicine, including: (i) all laws and regulations dealing with government programs and private insurance or prepaid health plans; (ii) all applicable rules, regulations, bylaws, policies and procedures established by the Residency Program, BRGMC or any hospital or other facility at which Resident is assigned in connection with the Residency Program; and (iii) all standards required to maintain accreditation by The Joint Commission, ACGME, the ACGME Residency Review Committees (RRC) and any other relevant accreditation organizations.

2.6 Medical Records. Resident shall prepare and maintain all reports, claims, correspondence and records relating to all professional services rendered under the GME Contract. Resident further agrees to properly prepare and maintain, or cause to be properly prepared and maintained, all records and reports required by all applicable federal and state statutes and regulations and policies adopted by BRGMC. Resident shall comply with GME Policy 103 and program policies on medical records.

2.7 Educational Activities. Resident shall participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Residency Program Director, attend all required educational conferences, assume responsibility for teaching and supervising other Residents and students as assigned, and participate in assigned BRGMC medical staff and Residency Program activities. Resident shall develop a personal program of self-study and professional growth with guidance from teaching staff and shall participate in BRGMC committees, especially those relating to patient care review activities.

2.8 Communication. Email is an official communication mechanism used by GME and the Program to relay information to Residents; therefore, Residents must regularly check the email account assigned to them and designated for communication by the GME office (not a personal email account) to assure they are receiving all communications. Resident shall cooperate with BRGMC in defense of any medical malpractice or other legal claim that may arise.

2.9 Fitness for duty. Subsequent to the Commencement Date, Resident shall submit to periodic (post-appointment) health examinations and supplementary tests, which may include tests for drug use or abuse and/or alcohol use or abuse, as are deemed necessary by the BRGMC to ensure that Resident is physically, mentally, and emotionally capable of performing essential duties and/or other duties necessary to the operation of the Program. Resident shall comply with BRGMC Human Resources Policy 03-03 regarding Sexual Harassment



and Medical Staff Services ("MSS") Policy 130. Further, Resident agrees to continue to meet BRGMC's standards for immunizations in the same manner as all BRGMC personnel and as required by federal, state and local law and BRGMC policy. The results of all examinations and immunizations shall be provided to BRGMC Employee Health Department.

2.10 Resident's Orientation Requirement. As a prerequisite of Resident's participation in this Residency Program, Resident shall be required to participate in BRGMC's one-week Orientation prior to the Start Date for Resident's enrollment in BRGMC's Family Medicine Residency Program. BRGMC shall compensate Resident on an hourly basis for Resident's in person attendance at such Orientation up to a maximum of forty (40) hours.

3. BRGMC DUTIES

3.1 Accreditation. BRGMC shall maintain an approved GME Program accredited by the ACGME.

3.2 Supervision. The Program shall provide the Resident with appropriate supervision for all educational and clinical activities in accordance with GME Policy 118 and Program policies.

3.3 Salary. For the term of Agreement, BRGMC shall pay to Resident a training and service salary of FIFTY-THREE THOUSAND NINE HUNDRED EIGHTY-NINE AND 00/100 (\$53,989.00) DOLLARS per year, paid in biweekly installments of TWO THOUSAND SEVENTY-SIX AND 50/100 (\$2,076.50) DOLLARS for a PGY-1 house staff position plus a housing allowance of THREE THOUSAND SIX HUNDRED AND 22/100 (\$3,600.22) DOLLARS per year, paid in biweekly installments of ONE HUNDRED THIRTY-EIGHT AND 47/100 (\$138.47) DOLLARS.

3.4 Assignment for Practice of Duties. BRGMC may elect to assign Resident to one or more of BRGMC'S affiliated programs or services. If control of BRGMC or Program substantially changes during term of Agreement, Resident may be assigned to the successor.

3.5 Benefits. BRGMC shall provide to Resident the current GHS Resident Benefit package, which may be modified periodically, without notice. Limitations as to when vacation can be taken may apply according to established Program procedures. Effect of leave time on Resident's status in Program will be determined by the Program policies and procedures of the American Board of Family Practice. BRGMC will provide professional liability insurance for Resident for the term of this Agreement under GHS' self-insurance plan with minimum limits of liability of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Matters concerning procurement of such insurance shall be determined by BRGMC in its sole discretion. Resident shall retain responsibility for professional liability insurance coverage for all medical and other services rendered by Resident in private practice or otherwise outside the scope of the GME Contract, including any moonlighting activities. BRGMC will provide the Resident with disability insurance for Resident for the term of this Agreement under GHS' self-insurance plan.

3.6 Evaluation. The Program will evaluate the educational and professional progress and achievement of Resident on a regular and periodic basis consistent with accreditation requirements. The Program Director shall provide each Resident with documented evaluation of performance with feedback semiannually or more frequently if required by the program, specific Residency Review Committee of the ACGME or Program. A confidential record of the Resident's evaluation shall be maintained by the Residency Program in accordance with ACGME standards and will be available for Resident's review.



3.7 Grievance/Due Process. In the event of an adverse decision affecting Resident's timely completion of training, Resident shall be granted the right to present his/her views and any extenuating circumstances in an appeal process outlined in GME Policy 104.

3.8 Specialty Board Examinations. Residents will be provided information related to eligibility for specialty board examinations in their Program Policy and Procedure Manual.

4. CONFIDENTIALITY

4.1 Confidential Information. Resident may view business plans, methods of operations, pricing policies, marketing strategies, records, trade secrets and other information ("Confidential Information") regarding BRGMC, its officers, employees, patients, and vendors as a consequence of his/her relationship with BRGMC under Agreement. Resident shall not directly or indirectly disclose Confidential Information to any third Party whatsoever, or use Confidential Information for any purpose other than to carry out duties pursuant to Agreement. Upon termination of Agreement, Resident shall immediately return to BRGMC any and all materials containing Confidential Information. The restrictions in this section shall not apply to information which is in the public domain, or which comes into the public domain through no fault of Resident, or if such disclosure is required by law.

Additionally, Resident agrees to keep confidential all information which relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status or any other personal information which is deemed to be confidential in accordance with applicable state and federal law, including, but not limited to Standards of Privacy of Individually Identifiable Health Information (42 CFR Parts 160-164) ("HIPAA Privacy Standards"), and standards of professional ethics and will so notify its employees, contractors, subcontractors, agents, and representatives of such agreement.

5. EMPLOYMENT POLICIES

5.1 Federal & State Civil Rights Laws. BRGMC shall abide by the requirements of applicable Federal and State Civil Rights laws.

5.2 Accommodation for Disabilities. In accordance with the Americans with Disabilities Act and GHS Human Resources' Equal Employment Opportunity Policy (HR 2-01), the Residency Program will make reasonable accommodations to enable qualified Residents with a disability to perform the essential functions of their positions. No program or activity administered by BRGMC shall exclude from participation, deny benefits to or subject to discrimination, any individual solely by reason of his or her disability.

5.3 Equal Opportunity Employer. BRGMC is an equal opportunity employer. BRGMC and Resident agree not to discriminate in their employment practices, and will render services without regard to their race, color, religion, sex, national origin, veteran status, disability or age to include matters of recruitment, hiring, job assignments, pay, training, promotion and terms and conditions of employment pursuant to all GHS and BRGMC policies.

5.4 Failure to Comply. Failure to comply shall be grounds for termination of this Agreement.



6. MISCELLANEOUS

6.1 Counterparts & Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received. At the request of either Party, any facsimile or electronic document shall be re-executed in original form by the Party who executed. No Party may raise the use of facsimile or electronic delivery as a defense to the enforcement of this Agreement.

The Parties have executed this Agreement on the date(s) shown below.

BATON ROUGE GENERAL MEDICAL CENTER:

Kendall A. Johnson *Date*
Executive Vice President & Chief Financial Officer

Venkat Banda, MD *Date*
Designated Institutional Official & Chief Academic Officer
Graduate Medical Education

Vincent L. Shaw, Jr., M.D. *Date*
Program Director
Family Medicine Residency Program

RESIDENT:

NAME OF RESIDENT M.D. *Date*
Resident

