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Clinical Electrophysiology Residency Program Application Packet



Clinical Electrophysiology Residency Program

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EMG Solutions Residency Program Mission Statement

EMG Solutions Residency Program will train and prepare physical therapists to sit for and pass the American Board of Physical Therapy Specialties (ABPTS) certification examination for Clinical Electrophysiology (ECS). EMG Solutions' residents will receive advanced training to provide high-quality electrodiagnostic testing services for patients with peripheral neuromuscular diseases through intensive didactic and clinical education, ongoing professional development with one-on-one mentoring, and adherence to published guidelines. Residents will be educated to provide timely, complete, and accurate reports based on clean and comprehensive data collection. Residents will demonstrate the understanding of and application of appropriate clinical and electrodiagnostic reasoning based on current research and will be committed to contribute to the body of knowledge. EMG Solutions' residents will effectively communicate with physicians, patients, and other appropriate parties in accordance with HIPPA policy. The resident's advanced knowledge will enhance patient care by assisting in the correct diagnosis and treatment of the patient's disease process.

EMG SOLUTIONS RESIDENCY APPLICATION

1. Demonstrate evidence of graduation from a CAPTE accredited physical therapy program or evidence of eligibility to graduate.
 - a. **Official final transcript** (if graduated) or current official transcript (if third-year student). Transcripts are to be sent from the University to EMG Solutions.
 - b. Please note the overall GPA and the GPA of anatomy, pathology, physiology, research or scientific inquiry, neuroscience or neurology or their equivalents will be evaluated separately.
2. Application letter – please include or make mention of the following in the letter. Application letter should not exceed 1500 words.
 - a. How did you develop an interest in EDX testing?
 - b. What experience do you have with EDX testing?
 - c. What are your short-term goals?
 - d. What are your long-term goals?
 - e. Demonstrate that your professional accomplishments are consistent with your short-term and long-term goals.
 - f. Describe any personal accomplishments or activities that would help us understand your contribution and service to your community, family or friends.
3. Obtain two letters of recommendation. Both letters should come from physical therapists. At least one of the letters must come from a clinician who is familiar with your work in the clinic. Letters are to be signed by the individual writing the letter and the envelope should be sealed and signed across the fold and mailed to the Residency program.

EMG Solutions Residency Program
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4. Demonstrate that you are either A) a licensed and practicing physical therapist in good standing or B) eligible to sit for the licensure examination. Individuals must qualify for and be licensed in Alabama and Georgia to participate in the residency program.

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5. As part of the application process, we are required to verify citizenship and perform a background check.
 6. Final applicants will be interviewed either in person, phone, or via video.



Clinical Electrophysiology Residency Program Applicant Information

Name: _____

DOB: _____

SSN: _ _ - _ - _ - _ - _

Address: _____

Phone Number: _ _ - _ - _ - _ - _

Email Address: _____

Schools Attended, Location, & Dates:

Instructions for Letter of Recommendation

Letters of recommendation are to be completed by clinicians familiar with the applicant’s work experience and their capacity to perform in a residency program.

When completed, please sign the letter. Please seal the letter in an envelope, sign the seal, and mail directly to the Residency Program.

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Date:	
Name of Applicant:	
Name of individual completing the recommendation, professional designation and degree(s):	
Facility name:	
Location of facility:	
Relationship to the applicant:	
Type of work environment (outpatient orthopedic/Neuro/hospital-based/rehab based):	

Please rank the applicant on the following.

Exposure to a wide variety of diagnoses.

Limited or isolated exposure to diagnoses (i.e. primarily rotator cuff or ACL) without medical complications or comorbidities.		Some exposure to conditions other than orthopedic and some exposure to medically complex patients		Broad exposure to orthopedic and neurologic diagnoses with medical complications and comorbidities.
1	2	3	4	5

Ability to manage time and prioritize.

Has difficulty managing a schedule and prioritizing. Work projects are often late.		Able to prioritize and manage a schedule but is often delinquent on job-related tasks		Able to easily manage the schedule and prioritize. Work projects are done in a timely manner.
1	2	3	4	5

Ability to function in high stress/fast-paced environment.

Prefers to work with one patient at a time and has difficulty multitasking and taking on unscheduled tasks.		Able to deal with multiple tasks but can become frustrated or flustered as work volume increases.		Able to accommodate multiple projects simultaneously including patient care & communication with colleagues. Not easily overwhelmed.
1	2	3	4	5

Academic Aptitude.

Struggles to learn a new task. Avoids continuing education and research.		Will do some self-learning but is able to grasp and retain most clinical concepts.		Enjoys learning and voluntarily does research to find best practices and treatment options.
1	2	3	4	5

Reason for interest in EDX testing.

Interested in EDX based on potential for earning more money.		Motivated by potential earnings with a moderate interest in education and research.		Strong intellectual curiosity, commitment to quality, academically inclined, professional commitment.
1	2	3	4	5

Experience with EDX testing.

No experience. Has not participated in or observed EDX testing.		Some exposure and general understanding of rigors of certification.		Has spent time observing EDX and is familiar with the rigors of certification.
1	2	3	4	5

Please provide a narrative of the applicant’s strengths and weaknesses. Please include your thoughts related to the applicant’s **ability to complete a rigorous residency while concurrently engaged in a clinical experience.**

Course	Description	Pre-Rec	Instructor	Course Hours	Notes
Biomedical Instrumentation	EMG/NCS/SSEPs; NCV calculations		Darin White	4 hours	Laboratory Setting Early January
Patient History and Medical Review	Ancillary tests (MRI, CT, etc.), Pharmacology, Endocrine, patient interview and history		Alain Claudel	8 hours	Can be taught via WebEx January
Evidence Based Practice	Literature review, Case Reports, Critical Appraisals		Art Nitz	8 Hours	Can be done Via WebEx April
Understanding Statistics	SPin and SNout, ANOVA, t-test, confidence intervals, bell curve		Rick McKibben	8 Hours	WebEx March
Anatomy and Physiology	A&P of nerve, A&P of muscle, Gross anatomy (nerve, muscle, skeletal and vascular), Neuroanatomy (Central)		Kathy Galloway	4 physiology 30 Hours	Friday/Saturday January 15/16 and 29/30
Muscle and Nerve Pathology I	Mononeuropathy and classification systems, Polyneuropathies, hereditary motor and sensory neuropathies		Alain Claudel Rick McKibben	16 hours	Rick = mononeuropathies and classification systems = 8 hours Alain = polyneuropathies = 8 hours January
EMG and Nerve Conduction Studies I	EMG examination of UE, LE, Cervical/Thoracic/Lumbosacral paraspinals, Motor nerve studies of the median, ulnar, radial, axillary, suprascapular, fibular, tibial, lateral cutaneous nerve of the forearm (LABC), medial cutaneous nerve of the forearm (MABC), sural, saphenous, superficial fibular, lateral cutaneous nerve of the		Mark Darin Quinn Austin Kyle Rick McKibben	40 hours	In laboratory

	thigh, medial/lateral plantar, late responses (F-wave, H-reflex)				
Muscle and Nerve Pathology II	Motor neuron disease, brachial plexopathies, lumbosacral plexopathies, neuromuscular junction, myopathies		Mark Quinn Darin Alain Claudel Rick McKibben Dave Hutchinson	16 hours	Alain = myopathies/NMJ/MND = 6 hours = WebEx Dave Hutchinson = lumbosacral/brachial plex/special tests of UE and LE = 10 hours WebEx and in-person February
EMG and Nerve Conduction Studies II	Median to 2 nd lumbrical vs. ulnar to 2 nd dorsal interosseous, anterior interosseous, Deep ulnar branch to the first dorsal interosseous, ulnar motor segmental stimulation, musculocutaneous, facial nerve, spinal accessory, phrenic, ulnar sensory across the elbow, dorsal ulnar cutaneous, H-reflex from FCR, Repetitive nerve stimulation, Blink reflex studies		Mark Darin Quinn Rick McKibben Austin Kyle	40 hours	In laboratory
Professional Roles and Responsibilities	Value of the APTA Academies SIG Governmental affairs State associations Commitment to supporting associations		Mark Darin Quinn	4 hours	Quinn/Mark/Darin April
EDX interpretation and reporting	Developing the report and correct conclusions based on EDX findings		Austin Kyle Darin Mark Quinn Rick McKibben	40 hours	Quinn/Mark/Darin



SUMMARY OF ADMISSIONS OFFER DISCLOSURES CHECK LIST

Admissions Disclosures	Elements
Program Costs	<p>Total Program Costs = \$99,813 Tuition Forgiveness = \$35,000</p> <p>Residency Repayment Program Plan – balance of costs (\$64,813) is paid off over the course of three years of employment according to employment agreement at 25% at the conclusion of year #1, an additional 35% at the conclusion of year #2 and the final 45% at the conclusion of year #3.</p> <p>A complete explanation with a table of costs is provided in the Residency Training and Education Reimbursement Agreement.</p>
Financial Aid or Stipends	Tuition Forgiveness = \$35,000
Hours of Work	Details are found in the Sample Offer Letter and are consistent with a salaried employee at 40 hours per week adjusting for allowances for residency program education.
Agreement Duration	<p>Residency Program Duration = 13 months</p> <p>Tuition Repayment Plan = 36 months after certification and begins at the time of certification.</p>
Financial Compensation	Financial compensation is outlined in the Sample Offer Letter. Notwithstanding the employee’s participation in the residency program, financial compensation will be based on prior experience in the field of physical therapy. If the individual is a new graduate, compensation will be based on prevailing entry-level salary.
Fringe Benefits	<p>benefits are outlined in the sample offer letter. These include the following:</p> <ul style="list-style-type: none"> - Fully funded participation in residency program (described in the Residency Training And Education Repayment Agreement)). - Expense reimbursement for travel and mobile phone/cell data. - Education assistance with emphasis on ECS certification and state licensure. \$1500 per year. - Relocation assistance. - Health and dental benefits (50:50 split between employer and employee). - Paid Time off = 10 days per year - 7 holidays (New Year’s, Memorial Day, Independence Day Labor Day, Thanksgiving, the day after Thanksgiving and Christmas).

Admissions Disclosures	Elements
	<ul style="list-style-type: none"> - Physical Therapy Licensure = professional licensure costs reimbursed for states where licensed as part of the terms of employment with EMG Solutions. - Professional Dues <ul style="list-style-type: none"> o Yearly membership to the American Physical Therapy Association. o Academy of Wound Care and Clinical Electrophysiology o EDX Special Interest Group - Professional malpractice insurance is provided.
Probationary Period	Defined in the EMG Solutions Sample Offer Letter = 90 days. Individual may be terminated for any reason up to 90 days.
Grounds for Termination	Embezzlement Fraud Loss or revocation of state licensure to practice physical therapy. HIPAA violation Dishonesty with patients, peers, management and any other contract or affiliate of EMG Solutions. Failure to comply with EMG Solutions policies and procedures. Failure to complete work duties in a timely and accurate manner. Failure to pass and complete all aspects of the EMG Solutions Residency Curriculum with passing GPA (3.2) Failure to comply with non-solicitation agreement. Harassment of any kind in the workplace. Failure to qualify to sit for the board certification examination in clinical electrophysiology.
Appeal	A resident facing termination from the residency program may appeal the decision. The resident may present the appeal in writing to the program director and program coordinator. The program director, the program coordinator and one faculty member will consider the appeal and make a final decision.
Mission Goals and Outcomes	See attached exhibits and documentation.
Administrative policies	this will be completed and part of the new EMG Solutions policy and procedure handbook. <ul style="list-style-type: none"> - Retention Policy: <ul style="list-style-type: none"> o Residents will maintain a 3.2 GPA. o Residents will be expected to carry a 50% clinical load within three months of beginning the residency, 75% load after six months approaching 100% caseload after nine months. o Residents will complete all assigned didactic workload in a timely basis and in accordance with the associated class syllabi.

Admissions Disclosures	Elements
	<ul style="list-style-type: none"> ○ Residents will complete EMG reports within 24 hours of performing the EDX study including corrections and modifications as directed by the mentor. ○ Residents will participate in all assigned laboratory activities. ○ Residents will participate in all online training. ○ Residents will complete all other activities consistent with the designated learning experiences described below. ○ The resident must complete all assigned coursework and laboratory work and demonstrate the ability to perform electrodiagnostic studies and provide a written report (approved by the mentor) in a timely manner and consistently in order to graduate from the residency program. <p>- Remediation Policy:</p> <ul style="list-style-type: none"> ○ If a resident fails any component of the didactic coursework, they may, at the discretion of the faculty member teaching the coursework, establish a plan to successfully complete the coursework. Because the program is additive, meaning that each course builds upon previous courses, the failure to successfully complete any given course limits the ability of the resident to move forward in subsequent coursework. ○ If a resident fails any component of the laboratory coursework they will be given additional opportunities to practice the technique. If, however, they failed to obtain a grasp of technical expertise sufficient to satisfy the laboratory instructor and the mentor, they may be asked to leave the program. If it is clear the resident is giving their best effort, additional time and effort will be employed to help the resident successfully learn and apply the appropriate techniques. Each of these will be handled on a case-by-case basis. ○ If it is clear that a given technique or principle of electrophysiologic testing is either not understood or not correctly applied, the mentor may request additional training in order to remediate the academic and clinical understanding. If after additional training in the resident is still unable to adequately perform within the clinic, the resident may be dismissed. ○ It is understood that basic techniques will be consistently and correctly applied within three months of starting the program. ○ It is understood that EMG solutions residency program will invest heavily in each resident. Therefore, it is in their best interest to ensure that every resident is given ample opportunity to succeed. Nevertheless, continual failure will result in dismissal from the program. <p>- Termination Policy:</p> <ul style="list-style-type: none"> ○ Residents who fail the retention and remediation policies will be terminated from the program. <ul style="list-style-type: none"> ▪ Grounds for termination include but is not limited to the following: Embezzlement

Admissions Disclosures	Elements
	<ul style="list-style-type: none"> ▪ Fraud ▪ Loss or revocation of state licensure to practice physical therapy. ▪ HIPAA violation ▪ Dishonesty with patients, peers, management and any other contract or affiliate of EMG Solutions. ▪ Failure to comply with EMG Solutions policies and procedures. ▪ Failure to complete work duties in a timely and accurate manner. ▪ Failure to pass and complete all aspects of the EMG Solutions Residency Curriculum with passing GAP (3.2) ▪ Failure to comply with nonsolicitation agreement. ▪ Harassment of any kind in the workplace. ▪ Failure to qualify to sit for the board certification examination in clinical electrophysiology. <ul style="list-style-type: none"> - Grievance Policy <ul style="list-style-type: none"> ○ A resident may file a grievance with the program coordinator. Grievance must include the details that lead to and involve the grievance. ○ The program director and program coordinator will confer and may interview the resident for additional understanding related to the grievance. ○ There is no guarantee that filing a grievance will result in additional remediation if the grievance is associated with termination due to poor performance. ○ A grievance associated with the employee handbook will be addressed by the executive management team. ○ If a resident determines that the residency program is not compliant with ABPTRFE policies and procedures, they may follow the steps referred to in policy 12.0 within the ABPTRFE the processes and procedures document. - Leave Policy <ul style="list-style-type: none"> ○ The EMG Solutions residency program is a 13 month program. The first three months of the program include 206 hours of didactic work that is additive (meaning that each lab and class activity builds on previous laboratories and classes). A resident may take up to one week of emergency leave during the first three months but is expected to remain current on all didactic and laboratory assignments. Exceptions to this policy must be approved by the program director and program coordinator.

Admissions Disclosures	Elements
	<ul style="list-style-type: none"> ○ All other leave is consistent with the policy defined in the employee handbook. - Nondiscrimination Policy: <ul style="list-style-type: none"> ○ Participation in the EMG Solutions residency program is independent of race, color, religion, sex, national origin or age. ○ Please note that certain physical requirements (noted below) are required for participation. <ul style="list-style-type: none"> ▪ Applicant must be able to work independently, lift 50 pounds on a regular basis, assist with patient transfers, stand for up to nine hours per day and have the hand strength and dexterity to perform delicate movement patterns with needles and electrodes. Applicant must be able to clearly see the computer screen and all other components and elements of electrodiagnostic testing including patient observation up close and from afar. ▪ The use of technology is critical within the EMG solutions environment. Individuals who are hired will be trained on the use of the technology. It is understood that applicants will have a working knowledge of all Microsoft products, Internet research and other technology for communication. Individuals who are hired will be required to comply with all HIPAA standards. Individuals who are unable to adapt to the use of technology within the practice will be terminated. - Privacy Policy And Nondisclosure: <ul style="list-style-type: none"> ○ The Resident’s personal information will be kept private and released only upon written confirmation from the resident. ○ As an employee, the employee information will also be kept private and released upon written consent from the employee. ○ The resident/employee consents to all HIPAA compliance rules and acknowledges that all documentation contained within the residency program are proprietary and are not to be disclosed outside of the business relationship. This includes but is not limited to all coursework, laboratory manuals, didactic manuals, business practices and policies, contracts, contract relationships, and all other aspects of the business and are not to be disclosed outside of the business relationship. - Confidentiality and HIPAA Compliance Policies: <ul style="list-style-type: none"> ○ The resident/employee is bound by all business associate agreements with existing contracts including physician groups, hospitals and other physical therapy practices. ○ The resident will observe and protect all personal patient information in compliance with HIPAA.

Admissions Disclosures	Elements
	<ul style="list-style-type: none"> - Malpractice Insurance Policy: <ul style="list-style-type: none"> o the resident/employee is covered by the practice malpractice and general liability insurance. - Participant Tracking: <ul style="list-style-type: none"> o All residents are asked to participate in a long-term tracking process as part of the residency compliance program. o The purpose of the tracking is to evaluate the effectiveness of the residency training program. o Graduates of the program may be asked to participate as mentors going forward.
Designated Learning Experiences	<ol style="list-style-type: none"> 1- Lecture (in-person) – A more traditional method of teaching, this allows dynamic interaction between the teacher and resident. This method will be used early in the program when focusing on the science and practical application of electrodiagnostic testing. 2- Lecture (WebEx) – Distance learning will be incorporated for course work that can be completed without direct interaction and where electronic means can be utilized to communicate with the resident and to share learning resources. 3- Laboratory Experience – this method of teaching will be engaged extensively throughout the 12 month program. The laboratory setting will be used to teach the basics and the techniques of electrodiagnostic testing. This will give the teacher and resident ample opportunity to practice technique and receive corrective instruction. 4- Laboratory/Mentoring Experience – this method will be used continually throughout the course of the residency as the mentor works closely with and corrects/teaches the resident on appropriate techniques and how to alter techniques in various diagnoses and patient conditions/complications. 5- Case Study Review – this method will give the resident an opportunity to review pertinent literature and demonstrate that testing methodology and outcomes are consistent with the literature. 6- Journal Club – based on clinical experience, professional literature will be evaluated and discussed between the residents and mentors. The objective is to help the resident critically evaluate the literature and understand how it can be applied to the practice setting.

Admissions Disclosures	Elements
	<p>7- Critically Appraised Topics – Residents will learn how to critically review the literature using a structured methodology. Residents will learn how to discern the value of the literature with respect to clinical practice.</p> <p>8- Case Study – Residents will complete a case study to be presented prior to graduation. This assignment is meant to bring together the didactic and clinical aspects of the education and to present the findings in a logical and meaningful manner.</p> <p>9- Self-Reflection – Using a questionnaire the resident will review clinical and EDX reporting behaviors and identify what changes will improve outcomes.</p>
Program Participant Duties and Expectations	<p>1- Maintain 3.2 GPA</p> <p>2- Complete scheduled residency coursework on time.</p> <p>3- Stay current employment and work responsibilities including EMG reports.</p> <p>4- Maintain clinic schedule with the following expectations.</p> <ul style="list-style-type: none"> a. First six weeks the resident will primarily observe EDX procedures. b. The second six weeks in the resident will actively participate in EDX procedures on a part-time basis. c. At month 3 the resident will be in a position to carry a 75% caseload. d. At month six it is expected that the resident will carry 100% caseload. <p>5- Demonstrate a commitment to the profession and a willingness to contribute to the body of knowledge in electrophysiology.</p>
ABPTRFE Quality Standards	A copy of the ABPTRFE Quality Standards will be printed and included in the handbook. This is essentially section 3 of the documentation used to establish and write up the residency program.
Participant Evaluation Process	<p>1- Lecture – lecture and course will be graded.</p> <p>2- Laboratory experience – resident must pass technical components in the laboratory setting.</p>

Admissions Disclosures	Elements
	<p>3- Laboratory/Mentoring Experience – resident will be graded on live patient and all reports will be reviewed by the mentor. Selected reports will undergo a review with a grading scale. Specific reports application to sit for the specialty examination (mononeuropathy, radiculopathy and polyneuropathy).</p> <p>4- Critically Appraised Topics – grading rubric will be employed.</p> <p>5- Participation in journal club.</p> <p>6- Case study presentation – a case study and presentation grading rubric will be utilized.</p>
Participants attests to receiving the participant handbook	attestation: "I received the Participant Handbook prior to signing the program contract. I certify that I have read, understood and agree to all policies and procedures outlined in the Participant Handbook."

Signature

Date

RESIDENCY TRAINING AND EDUCATION REIMBURSEMENT AGREEMENT EMG Solutions, LLC

This Residency Repayment Agreement (the "Agreement") is dated _____, 20____, and is between **EMG Solutions, LLC**, an Alabama limited liability company (the "Company"), and the undersigned individual (the "Resident").

Resident is currently employed with the Company as a physical therapist in the EMG Solutions residency program.

The Company would like Resident to receive certain training and education that will increase the professional skills and knowledge of Resident and benefit Resident in Resident's employment with the Company and more generally in Resident's professional career.

The Company has agreed to provide this training and education to Resident, and to advance the costs for the same on behalf of Resident, provided Resident agrees to reimburse the Company for all such costs, subject to the terms of this Agreement.

Therefore, the Company and Resident hereby agree as follows:

- 1) Provision of Training and Education; Payment for Same. Subject to the terms of this Agreement, from and after the date hereof, the Company shall provide, or cause to be provided, to Resident the training and education necessary for Resident to become board certified (but does not guarantee board certification) in clinical electrophysiology (all such training and education being hereinafter referred to collectively as the "Training Services") and advance, on behalf of Resident, all of the costs and expenses arising as a result of or related to the provision of the Training Services to Resident (all such costs and expenses being hereinafter referred to collectively as the "Training Costs"). The Company anticipates that the estimated costs of the Training Services with respect to Resident will be \$99,813 (Exhibit 1); however, the Company acknowledges, and Resident understands, that the actual costs of the Training Services may be higher or lower depending on actual circumstances.
- 2) Obligation to Repay Training Costs. If Resident remains employed with the Company on a full-time basis for 3 continuous years from and after the date Resident completes the Training Services and becomes certified with respect to the same (the "Certification Date"), then Resident will have no obligation to repay any amount of the Training Costs advanced by the Company on behalf of Resident. However, if Resident does not complete the Training Services for any reason, is unable to become board certified in clinical electrophysiology for any reason, or otherwise ceases to be employed with the Company on a full-time basis at any time during the 3 year period following Resident's Certification Date for any reason

(regardless of whether Resident's cessation of full-time employment is caused by the Company's termination of Resident, or Resident's resignation, retirement or disability, or otherwise), then Resident shall repay to the Company the following amounts as determined according to the following:

- a) If for any of the reasons described above, the resident does not complete the training, costs incurred to the point of termination will be calculated.
 - b) If the resident completes the full term of the residency, the first \$35,000 of the costs are forgiven. If the resident completes a portion of the residency, the \$35,000 forgiveness is prorated based on the number of months worked.
 - c) If Resident ceases to be employed with the Company on a full-time basis after the first anniversary of board certification, but before the second anniversary, of Resident's Certification Date, then Resident shall repay to the Company Resident's Training Costs less \$16,203;
 - d) If Resident ceases to be employed with the Company on a full-time basis after the second anniversary, but before the third anniversary, of Resident's Certification Date, then Resident shall repay to the Company Resident's Training Costs less \$38,888;
 - e) If for any of the reasons described above the plan resident is terminated, the resident and the company shall develop and a mutually agreed-upon repayment plan not to exceed six years at 0% interest.
- 3) Taxation of Training Costs. Depending on the situation, the Training Costs incurred or paid by the Company under this Agreement on behalf of Resident may be required to be reported, either in part or in whole, as taxable wages to Resident and, also, to have payroll taxes withheld therefrom. If the Company is required to report the Training Costs as taxable wages to Resident and also to withhold payroll taxes from the same, the Company shall "gross up" the payment, for tax purposes, by the amount of the payroll taxes so that the net payment made by the Company on behalf of Resident equal the Training Costs, and all payroll taxes will be reported and paid to the appropriate taxing authorities. If Resident is required to repay any portion of the Training Costs pursuant to paragraph 2, Resident shall be responsible for paying back to the Company the full amount of the Training Costs, as "grossed up" for income tax purposes pursuant hereto, in accordance with the terms of paragraph 2.
- 4) Term and Termination. This Agreement begins on the date hereof and continues in full force and effect until the earlier of (i) the date on which Resident satisfies all of his or her obligations under paragraph 2 to repay the Company the amount of the Training Costs

determined thereunder to be repaid by Resident or (ii) the date that it is determined that Resident has no repayment obligations under paragraph 2

- 5) Failure to Repay Training Costs. If Resident fails to repay the Company any amount required under paragraph 2 by any of the applicable dates set forth therein for such payment, the Company will be entitled to offset all amounts owed by the Company to Resident with respect to Resident's employment with the Company against the amount owed by Resident to the Company under this Agreement.
- 6) Rights and Remedies Cumulative. The rights and remedies set forth in this Agreement in favor of the Company (including specifically those set forth in paragraph 5) are not intended to be exhaustive and the exercise by the Company of any right or remedy does not preclude the Company's exercise of any other rights or remedies that may now or subsequently exist at law or in equity or by statute or otherwise.
- 7) No Employment Contract. This Agreement does not constitute an agreement or contract of employment between the Company and Resident, and nothing contained in this Agreement constitutes Resident as anything but a Resident of the Company.
- 8) Governing Law. The laws of the State of Alabama, without giving effect to its conflict of laws principles, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, without limitation, each of their interpretation, construction, performance, and enforcement.
- 9) Jurisdiction. Either party bringing a legal action or proceeding against the other party arising out of or relating to this Agreement or the transactions contemplated herein shall bring the legal action or proceeding in any court of the State of Alabama sitting in Montgomery County, Alabama, or the United States District Court of the Middle District of the State of Alabama. Each party waives, to the fullest extent permitted by law, any objection he, she, or it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any court of the State of Alabama sitting in Montgomery County, Alabama, or the United States District Court of the Middle District of the State of Alabama. Each party consents to the exclusive jurisdiction of any court of the state of Alabama sitting in Montgomery County, Alabama, and its appellate courts, and the United States District Court for the Middle District of the State of Alabama, and its appellate courts. Each party agrees that the exclusive choice of forum set forth in this paragraph does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.



- 10) Waiver of Jury Trial To the extent not prohibited by applicable law, Resident hereby waives, whether as plaintiff, defendant, or otherwise, any right to trial by jury in any forum in respect of any issue, claim, demand, action, or cause of action arising out of or related in any way to this Agreement or the subject matter hereof, whether now existing or hereafter arising and whether sounding in tort, contract, or otherwise.
- 11) Costs of Collection. Resident shall pay on demand all costs and expenses incurred by the Company in enforcing or attempting to enforce its rights under this Agreement, including reasonable attorneys' fees and expenses, if the Company is required to retain the services of an attorney in connection therewith, whether or not suit is filed.
- 12) Miscellaneous. This Agreement contains the entire agreement of the parties. To be effective, any modification of this Agreement must be in writing and signed by both parties. Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. This Agreement is binding upon, and inures to the benefit of, the parties, and their heirs, legal representatives, successors, and permitted assigns. If any term of this Agreement is held invalid under any applicable law, such invalidity will not affect any other term of this Agreement that can be given effect without the invalid provision, and, to this end, the terms of this Agreement are severable.

The parties are signing this Residency Training and Education Reimbursement Agreement on the date set forth in the introductory clause above.

"COMPANY":

EMG SOLUTIONS, LLC,
AN ALABAMA LIMITED LIABILITY COMPANY

By: _____

Quinn S. Millington
Its Sole Member

"RESIDENT":

Print Name: _____

Sign Name: _____

Date: _____



EMG Solutions				
Residency Program Cost Analysis				
Didactic Hours	316			
Cost per Hour	\$ 125			
Total Didactic Hour Cost	\$ 39,500			
Assumes Average Entry Level Salary (Alabama)	\$ 65,000			
Benefits = 25%	\$ 16,250			
Total Salary and Benefits	\$ 81,250			
Mentor Base Costs	\$ 90,000			
Benefits = 25%	\$ 22,500			
Total Salary and Benefits	\$ 112,500			
Q1 Resident Salary and Labor Costs	\$ 20,313	Assumes 100% of Resident Costs		
Mentor Costs	\$ 7,031	Assumes 25% of Mentor time		
Q1 Labor Costs	\$ 27,344			
Q2 Resident Salary and Labor Costs	\$ 10,156	Assumes 50% Productivity		
Mentor Costs	\$ 7,031	Assumes 25% of Mentor time		
Q2 Labor Costs	\$ 17,188			
Q3 Resident Salary and Labor Costs	\$ 5,078	Assumes 75% Productivity		
Mentor Costs	\$ 2,813	Assumes 10% of Mentor time		
Q3 Labor Costs	\$ 7,891			
Q4 Resident Salary and Labor Costs	\$ 5,078	Assumes 75% Productivity		
Mentor Costs	\$ 2,813	Assumes 10% of Mentor time		
Q4 Labor Costs	\$ 7,891			
Total Resident Cost	\$ 40,625			
Total Mentor Cost	\$ 19,688			
Total Labor Costs	\$ 60,313			
Total Didactic and Labor Costs	\$ 99,813			
Residency Program Payment Plan				
Tuition Forgiveness and Waiver	\$ 35,000			
Balance	\$ 64,813			
Resident will sign a three year commitment for the balance of the tuition costs as follows				
	Amount	Balance	Percent Forgiven	
Year 1	\$ 16,203	\$ 48,609	25.00%	
Year 2	\$ 22,684	\$ 25,925	35.00%	
Year 3	\$ 25,925	\$ -	45.00%	

Please note the following information is for educational purposes only and does not constitute legal advice. The Summary of Rights and State Law Disclosures must be provided apart from the disclosure paragraph. Please consult with counsel prior to using this form as part of your screening process.

FOR EMPLOYMENT

FAIR CREDIT REPORTING ACT DISCLOSURE FOR THE PROCUREMENT OF CONSUMER REPORTS

EMG Solutions, LLC _____ (the “Company”) may request a consumer report and/or investigative consumer report, as defined by the federal Fair Credit Reporting Act, on you from a consumer reporting agency in connection with your employment application and for employment purposes. A consumer report is a compilation of information that might affect your employability. These reports may contain information about your character, general reputation, personal characteristics and mode of living. They may involve personal interviews with sources such as your neighbors, friends or associates. The reports may also contain information about you relating to your criminal history, credit history, driving and/or motor vehicle records, education or employment history, or other background checks.

THE SCREENING WILL BE CONDUCTED BY AN OUTSIDE AGENCY: Inflection Risk Solutions, LLC d/b/a GoodHire

P.O. Box 391403 Omaha, NE 68139 | Phone: 1.888.906.7351 | Fax: 650.362.1933 | support@goodhire.com | www.goodhire.com

Please note the following information is for educational purposes only and does not constitute legal advice. Please consult with counsel prior to using this form as part of your screening process.

AUTHORIZATION

I have carefully read and understand the FCRA Candidate Disclosure for the Procurement of Consumer Reports form, and if applicable, the California Candidate Disclosure for the Procurement of Investigative Consumer Reports form. I have also read and understand the attached Summary of Rights under the Fair Credit Reporting Act and State Law Disclosures. By my signature below, I authorize EMG Solutions, LLC (“the Company”) to share the contents of this consumer report or investigative consumer report with its partners and clients in an effort to place me into an employment/independent contractor/volunteer relationship with those partners. The Company will only share the background report as necessary, and as authorized, in order to assign me to a client, partner company, or organization. I understand that if the Company hires or engages me, my consent will apply, and the Company may obtain reports throughout my employment/contract/tenure where state law allows. I also understand that the information contained in my job application or otherwise disclosed by me before or during my employment/contract/tenure, if any, may be used for the purpose of obtaining consumer reports and/or investigative consumer reports.

By my signature below, I authorize law enforcement agencies, learning institutions (including public and private schools and universities), information service bureaus, credit bureaus, record/data repositories, courts (federal, state and local), motor vehicle records agencies, my past or present employers, the military, and other individuals and sources to furnish any and all information on me that is requested by the consumer reporting agency.

If applicant is younger than 18 years old, a Legal Guardian must provide his/her own email address and signature in the fields below.

- I authorize GoodHire and its agents to contact my current employer if necessary, to verify my current employment status after the following date: _____

Applicant Name

Legal Guardian Name (if applicant is under 18)	Applicant/Legal Guardian Email
Applicant/Legal Guardian Signature	Date

- Check this box to receive a free copy of any Consumer Report, Investigative Consumer Report or Credit Report from GoodHire electronically. For a paper copy, contact GoodHire at 1-888-906-7351 or support@goodhire.com