

**POSTGRADUATE TRAINING
AGREEMENT OF APPOINTMENT
2009-2010**

UNIVERSITY OF SOUTH ALABAMA HOSPITALS

MOBILE, ALABAMA

The University of South Alabama Hospitals, located in Mobile, Alabama, hereinafter referred to as the "Hospitals," offers, and _____, PGY___, hereinafter referred to as "Resident," accepts appointment in a Residency Training Program beginning _____and ending_____ in the Department of _____, hereinafter referred to as "Department," under the following terms and conditions:

TERMS AND CONDITIONS OF APPOINTMENT

A. Parties to the Agreement and their Responsibilities:

The parties to this Agreement are the individual Resident and the University of South Alabama Hospitals, a subdivision of the University of South Alabama, a public body corporate.

1. The contract is between the Resident and the University of South Alabama Hospitals. The Resident agrees to serve at the Hospitals, accept the duties, responsibilities, and rotations assigned by the Program Director or Chair of the Department; abide by the by-laws of the professional medical staff and rules and regulations of the Hospitals; conduct himself/herself ethically and morally in keeping with his/her position as a physician; abide by the *Staff Employee Handbook*, the *Graduate Medical Education Policy and Procedure Manual*; and to meet the conditions of appointment which follow. Additional responsibilities can be found in the *Graduate Medical Education Policy and Procedure Manual*
2. The Hospitals agree and, to the best of its ability, assure that these conditions of appointment are responsive to the health and well-being of residents and to perform a series of administrative and educational functions for the benefit of the Resident and of the Residency Training Program; maintaining records; procuring and administering, in cooperation with the Residency Training Program, the fringe benefits outlined in the *Graduate Medical Education Policy and Procedure Manual* and, providing mechanisms for coordination of the Residency Training Program with the Hospitals.

B. Conditions for Re-Appointment/Promotion and Non-Renewal of Appointment or Non-promotion

1. The Chair of the Department shall make recommendation to the Graduate Medical Education Committee for re-appointment/promotion, who will then present the list to the Organized Medical Staff of the Major Participating Institutions. All reappointment/promotions are at the discretion of the Chair and/or Program Director of the Resident's Department. Additional information regarding resident reappointment can be found in the *Graduate Medical Education Policy and Procedure Manual*.
2. If an agreement will not be renewed, or when a resident will not be promoted to the next level of training the resident will be provided with a written notice of intent not to renew the agreement no later than four months prior to the end of the residents current agreement. If the primary reason(s) for the non-renewal or non-promotion occurs within the four months prior to the end of the agreement, the Hospital will ensure that the program provide the resident 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. Residents will be allowed to implement the institution's grievance procedures if they receive a written notice either of intent not to renew their agreement(s) or of intent to renew their agreements(s) but not to promote them to the next level of training. Additional information regarding the grievance procedures can be found in the *Graduate Medical Education Policy and Procedure Manual*.

C. Financial Support

Hospitals are the provider of the stipend of the amount appended to this document

D. Medical Records

Resident is required to complete medical records in a timely manner as stipulated in the policies and procedures and the by-laws of the Professional Medical Staff of the Hospitals. Dictation/writing of admission histories/physical examinations, writing of progress notes, dictation of discharge summaries, dictation/writing of operative/procedure notes as appropriate, and signing of patient orders in compliance with the rules and regulations of the Medical Staff to which the Resident may be assigned, are mandatory components of Graduate Medical Education. Failure to complete medical records promptly and accurately indicates failure to deliver adequate care to patients and will be considered grounds for disciplinary action as set forth in Section M and N herein and related policies and procedures regarding Residents as may be amended from time to time.

E. Employment Requirements

Resident must satisfy all employment requirements of the University of South Alabama including, but not limited to, the following in order to commence and continue employment:

1. Satisfactory background investigation,
2. Appropriate eligibility pursuant to U.S. Immigration laws,

3. Pre-employment drug and alcohol testing as required by the University of South Alabama Hospitals,
4. Adherence to policies as set forth in the *Graduate Medical Education Policy and Procedure Manual* and the *Staff Employee Handbook*. Policies in the former are more specific for Residents and supersede those in the latter, if there are any differences between the two documents.
5. Adherence to scientific misconduct policies as set forth in the University policies relating to faculty and staff,
6. Adherence to other policies and procedures that may be adopted from time to time by the Department of Personnel Relations relating to employment for Staff Employees and Residents.
7. Warrants that he/she is not and never has been debarred or otherwise sanctioned by any third party payer, including but not limited to Federal and State payers and will remain in good standing with all such third party payers.

F. Housestaff Policies

The institutional policies are uniform for all Residents and are outlined in the *Graduate Medical Education Policy and Procedure Manual*. For additional information regarding restrictive covenants; residency closure/reduction; vacation policies; disability and other hospital health/dental insurance benefits; professional, family medical leave and sick leave benefits; the effect of leaves of absence, access to eligibility for certification by relevant certifying board, conditions under which living quarters, meals and laundry services are provided; and confidential counseling services; medical and psychological support services; and physician impairment, refer to the *Graduate Medical Education Policy and Procedure Manual*. This manual is hereby incorporated as part of this contract.

For information regarding the policy on sexual and other forms of harassment, refer to the *Graduate Medical Education Policy and Procedure Manual* and *Staff Employee Handbook*.

G. Professional Liability Insurance

Professional liability insurance for Resident will be provided through the University of South Alabama Professional Liability Trust Fund. This insurance will cover Resident performing duties assigned to him/her in the training program. Such insurance will be valid at the Hospitals and any affiliated hospitals, as approved by the Office of Risk Management of the University of South Alabama. The limit of coverage for this contract year will be as certified. **This policy is an occurrence type which by definition provides "tail coverage", this includes legal defense and protection against awards, within policy limits, from claims reported or filed after the completion of the program(s) if the alleged acts or omissions of the residents are within the scope of the program(s).** Such coverage will be contingent upon Resident's continued cooperation with the insurer in the investigation and/or defense of any claim in which Resident was involved, either directly or indirectly, and in accordance with the memorandum of the coverage, a copy of which is provided to Resident. Copies of this coverage will be available

during orientation or by contacting the Risk Management Office at (251)460-6232.

PROFESSIONAL LIABILITY INSURANCE PROVIDED BY THE PROGRAM DOES NOT COVER ANY PROFESSIONAL ACTIVITIES OTHER THAN THOSE ASSIGNED BY THE TRAINING PROGRAM OF WHICH RESIDENT IS A PART, UNLESS OTHERWISE SPECIFIED AND AGREED TO BETWEEN THE HOSPITALS, THE PROGRAM DIRECTOR OR CHAIR OF THE DEPARTMENT, AND THE OFFICE OF RISK MANAGEMENT.

H. United States Medical Licensing Examinations (USMLE) and Comprehensive Osteopathic Medical Licensing Examination (COMLEX)

Each department will decide whether to require successful completion of the USMLE or COMLEX examination process as an item for advancement within the individual residency program. Residents are required to meet the standards as required by their departments.

I. Duty Hours /Moonlighting

1. Residents are provided with a sound academic and clinical education that are carefully planned and balanced with concerns for patient safety and resident well being. The Hospital ensures that each residency program have established formal written policies governing resident duty hours that foster resident education, physical and emotional well being and facilitate the safe care of patients. Duty hours must be consistent with the Institutional and Program Requirements of the specialty and sub-specialties that apply to each program. Program duty hours and call schedules are monitored by the Graduate Medical Education Committee to provide for adjustments, as necessary, to address excessive service demands and/or resident fatigue. Additional information regarding duty hours can be found in the *Graduate Medical Education Policy and Procedure Manual*.
2. It is the position of the Hospitals that residency training is a full-time obligation and that patient care activity outside the Residency Training Program may not be in the best interest of the Resident or the Residency Training Program. Assumption of any and all professional responsibilities in addition to those assigned as a result of this Appointment Agreement is at the discretion of the individual Resident, and requires prior approval of the Program Director or Chair of the Department. The Residency Training Program shall have no responsibility for the Resident in such endeavors. For additional information regarding the policies on moonlighting and resident duty hours refer to the *Graduate Medical Education Policy and Procedure Manual*. Professional liability insurance provided by the program will not cover or protect Resident for any liabilities incurred in such outside or unassigned professional activity. The listed fringe benefits, including responsibility for any disability incurred, will not apply during such outside or unassigned employment. The program reserves the right to initiate disciplinary action against Resident in the event any outside professional activity interferes with the ability of resident to fulfill satisfactorily the obligations of the Residency Training Program, as set forth in the *Graduate Medical Education Policy and Procedure Manual*.

J. Professional Fees

As a condition of accepting this agreement, Resident waives all rights to any fees for professional services to patients, no matter what the participation in the care of that patient may have been, or to any fees or remuneration arising therefrom. The Professional Medical Staff supervising the Resident reserves the right to collect such fees in accordance with University policy.

K. Grievance Procedures

Residents should address grievances according to policies described in the *Graduate Medical Education Policy and Procedure Manual*.

The Housestaff Coordinator acts as an **Ombudsman** to the Residents and provides a mechanism whereby Residents may raise and resolve issues in a confidential manner without fear of intimidation or retaliation.

L. Academic Disciplinary Action - Educational Program/Clinical Performance

It is the duty of the Program Director or Chair of the Department to establish a mechanism for evaluating the performance of the Resident, including written progress reports to Resident. If Resident is not performing satisfactorily, the Program Director or Chair of the Department or his/her designee will document the deficiency(ies) and recommend remedial action(s), up to and including suspension and termination, as appropriate, for the action or inaction of Resident. The procedures that are applicable for academic disciplinary action are set forth in the *Graduate Medical Education Policy and Procedure Manual* and are incorporated herein by reference. Resident may be reprimanded, placed on specific probation, suspended, or terminated for unsatisfactory performance and/or unsuitable conduct in carrying out his/her clinical responsibilities in the educational aspects of the Residency Training Program of the Department.

M. Disciplinary Action - Violation of General/Personnel Policies of the University of South Alabama Hospitals

Guidelines have been established by the University of South Alabama Hospitals to ensure the safety, happiness and well being of patients, visitors, students and employees, and to ensure the productivity of each individual employed with the University and its Hospitals. Resident is required to comply with the policies in the *Staff Employee Handbook*, the *Graduate Medical Education Policy and Procedure Manual* in its entirety, the *University of South Alabama Drug Free Work Place Policy*, the *University of South Alabama Hospitals Drug Testing Policy*, *General Policies of the University of South Alabama and University of South Alabama Hospitals*, and the *Scientific Misconduct Policy*. Violation of such policies will subject Resident to disciplinary action of a non-academic type. The procedures for disciplinary action pertaining to violation of general/personnel policies are set forth in the above-mentioned policy manuals, and are incorporated herein by reference.

N. Conditions of Separation

1. Resident may resign from the Residency Training Program on thirty (30) days written notice of his/her intent to resign. Resident's resignation must be submitted to the Chair of the Department.
2. Residents who request to transfer to the residency program of another clinical department within the University of South Alabama will be reviewed by the Graduate

ANNUAL SALARY

PGY 1

PGY 2

PGY 3

PGY 4

PGY 5

USA HEALTH AND DENTAL PLAN

Health and Dental Insurance is provided to Residents and families on the same basis as that offered to employees of the University of South Alabama, and the University of South Alabama Hospitals. Health and Dental Insurance premiums are subject to change each October.

FAMILY COVERAGE

\$230.00 MONTHLY

SINGLE COVERAGE

\$67.00 MONTHLY