

INITIAL RESIDENCY AGREEMENT

Up-To-Date for 2015 Residency Match

THIS AGREEMENT is made and entered on this the day of _____, _____, between the Board of Trustees of The University of Alabama, a corporation, (“University”) and _____ (“Resident”). As applicable, the parties agree that this Agreement supersedes and replaces the terms and conditions of any prior Residency Agreement.

The parties hereto mutually agree as follows:

1. **Purpose:** The purpose of this Agreement is to define the terms of appointment and conditions under which Resident accepts an appointment in the University of Alabama Family Medicine Residency-Tuscaloosa (“Program”) sponsored by the College of Community Health Sciences of the University (“College”). The Program is led by a Department of Family Medicine physician (“Program Director”).
2. **Term of Appointment:** Unless terminated earlier in accordance with this Agreement, the appointment is for a one-year period beginning (Date) for PGY 1 level Residents or (Date), for PGY 2 and PGY 3 level Residents and expiring on (Date) for all levels of Residents. Residents will receive only one Agreement for the course of the three year training period with potential renewal of reappointment subject to Terms and Conditions as noted in Paragraphs Two (2), Three (3) and Seven (7). All Residents will have five (5) business days from the time they receive their Agreement or Annual Reappointment letter to sign and return the document to the Program Director.

The Program requires successful completion of a pre-appointment Drug Screening Test prior to execution of this Agreement. The pre-appointment Drug Screening Test is administered to the incoming PGY 1 (and any new PGY 2) Residents during the first week of New Resident Orientation. The Program also reserves the right to require any Resident to undergo a Drug Screening Test during the duration of the training period for “reasonable suspicion.” Failure to successfully complete the pre-appointment Drug Screening Test or failure to submit to a reasonable suspicion Drug Screening Test may be grounds for immediate dismissal from the Program. Policies and Procedures for the pre-appointment and reasonable suspicion Drug Screening Tests are described in the Program’s Policy and Procedure Manual (Residency Handbook), which will be provided at New Resident Orientation.

3. **Renewal of Agreement and/or Promotion:** Resident acknowledges that the one-year terms for each of the three years in the training period noted in Paragraph 2 above expires on June 30 of the applicable year, and that University, via the Program, makes no commitment to renew for an additional one-year term of the Agreement. This Agreement, however, is subject to annual renewal upon the mutual agreement of the Program Director, Resident and the University, and upon satisfaction of requirements of

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the Program as stipulated in the Residency Handbook. Any Resident who is offered a renewal of this Agreement will be presented an Annual Reappointment letter issued by the Program Director. The Resident must accept such offer in writing within five (5) days of receipt of the Reappointment letter.

Any Resident who does not wish to renew his/her Agreement must provide the Program Director written notice at least two months in advance of the effective date. Failure to provide such notice in a timely fashion will result in the University and Program invoking the same reporting consequences set forth in Paragraph Four (4).

If the Program decides not to a) renew this Agreement at the end of its one year term, or b) promote the Resident to the next level of training, then the University, via the Program, will provide the Resident written notice of such nonrenewal or non-promotion at least two months in advance of the effective date. If the primary reason for the non-renewal or non-promotion decision occurs less than two months prior to the end of the Agreement, then written notice may be sent as soon as practical. Any Resident receiving notice of intent to not renew his/her Agreement may, within five days of receipt of such notice, request a hearing as outlined in the Residency Handbook. Any Resident receiving notice of intent of non-promotion to the next level of training may request an informal adjudication as outlined in the Residency Handbook. Failure to timely file a request for hearing or adjudication shall result in a waiver of such process.

4. **Termination of Agreement:** The University, via the Program, may terminate this Agreement as set forth in the Residency Handbook. In addition, this Agreement may be terminated immediately if Resident does not have or is unable to obtain before the term begins, applicable licenses, visas or required authorizations to work, or if Resident fails or does not agree to submit to a pre-appointment or reasonable suspicion Drug Screening Test. If the Resident leaves the Program, thereby terminating this Agreement, the Resident will have breached this Agreement. In the event of such breach, Resident understands and agrees to the following: 1) the University, via the Program, will report the Resident's breach of the Agreement to the National Resident Matching Program, if applicable; and 2) the Program Director and University will include the fact of the Resident's breach in any reference letters.
5. **Exclusion from Federal Healthcare Programs:** The Resident represents and warrants that he/she has not been nor, to his/her knowledge, is about to be excluded from participation in any Federal Healthcare Program. The Resident agrees to notify the Program within three (3) business days of the Resident's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of

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this Paragraph. In the event that the Resident is excluded from any Federal Healthcare Program, this Agreement shall immediately terminate. For the purposes of this Paragraph, the term “Federal Healthcare Program” means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children’s Health Insurance program, or any similar program. Resident agrees that participation in the Program is contingent upon Resident passing all background checks, including but not limited to pre-appointment checks and routine/periodic checks by the Program on the OIG’s list of Excluded Parties and criminal background checks.

6. **Obligations of the Program to the Resident:** Program agrees to provide the educational opportunities required of the Program as established by the Dean of the College; as delineated in the Institutional Requirements, Common Program Requirements, and the Program Requirements for Graduate Medical Education in Family Medicine approved by the Accreditation Council for Graduate Medical Education (ACGME). The Program reserves the right to change the curriculum as approved by the Curriculum Committee, the Program Director and the Graduate Medical Education Council (GMEC). Appropriate written notification of the change(s) will be provided the Residents.

7. **Obligations of the Resident to the Program:** The Resident will be provided a copy of the Residency Handbook at New Resident Orientation. The Residency Handbook contains University, College and Program policies and procedures governing all aspects of the Resident’s training (including, but not limited to eligibility and requirements for residency training (Section I.E.), grievance procedures and due process (Section III.H.), health/medical and disability insurance (Sections IV.C. & ??), time off (e.g., vacation, sick, parental leave of absence, as well as impact of leave(s) on ability to satisfy program completion requirements, (Sections IV.E.), duty hours and moonlighting (Section II.A.), counseling services (Section III.A.), physician impairment (Section III.A.), harassment (Sections III.H. & IV.B.), accommodation for disabilities (Section IV.E.), and eligibility for specialty board exams (Section III.F.)). All Residents will undergo mandatory HIPAA compliance training and any other applicable training programs as established by the University and College and agree to abide by rules and regulations created by the University and College to ensure compliance. It is the responsibility of the Resident to familiarize him/herself with the information contained in the Residency Handbook, including any revisions, and to assure that s/he is in compliance with all policies and procedures contained therein throughout the period of training. During orientation, the Resident will sign an attestation document acknowledging the receipt and responsibility to review the Residency Handbook (which may be amended periodically by the University, College and Program). The attestation document will be considered an Attachment to this Agreement. The Residency Handbook will be available online and Residents will be advised when updates are posted to the Residency Handbook.

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The Resident further agrees to fulfill the responsibilities and duties assigned to him/her by the faculty for purposes of the Resident's instruction and training and agrees to comply with all laws, regulations, policies and procedures to which the University, College and Program are subject. The Resident also agrees to abide by the established educational and clinical practices, policies, regulations and procedures of any hospital, institution or medical practice to which he/she is assigned for any part of his/her training. This includes (but is not limited to) accurate and timely documentation of patient encounters. Additionally, the Resident acknowledges and agrees to maintain compliance with activities related to program accreditation in the time prescribed. These activities include, but are not limited to, completing the ACGME Resident Survey, logging duty hours and completing the various residency portfolio assignments as requested by the Program Director. The Resident understands the curriculum is demanding and will not allow outside professional activities to jeopardize full participation in the training.

8. **Rights of Residents:** The Resident will be given opportunities, through committees and/or the Chief Residents, to participate in educational, administrative, and professional matters of the College, including grievance procedures as addressed in the Residency Handbook.
9. **Resident Salary:** The Residents will be paid annual salaries in the amount of \$_____ the first year (PGY 1), \$_____ the second year (PGY 2) and \$_____ the third year (PGY 3). The salary for PGY 1 shall be paid to the Resident based on an estimated twelve and one half (12.5) monthly installments on the last day of the each month (starting June 30) and the salary for PGY 2 and PGY 3 shall be paid to the Resident in twelve (12) equal monthly installments on the last day of the each month (starting July 30) All payments are subject to such withholdings as are required by law or authorized by the Resident. These salary amounts are subject to annual review and increase as monies are available.
10. **Malpractice Insurance:** The University will furnish, without cost to the Resident, occurrence-based malpractice insurance coverage for residency activities, in a form and amount deemed appropriate by the University. Currently, that coverage is provided through the Professional Liability Trust Fund and covers the Resident in the performance of his/her official duties. A copy of this coverage will be made available to the Resident upon request.
11. **Status of Residents:** While paid a salary, Residents are considered neither faculty nor members of the staff of the College or the University, but rather are generally classified by the University as post-doctoral graduate students with regard to athletic, social and cultural events, use of University facilities, participation in University governance, parking privileges and University services. Information on a physician Resident's eligibility for

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medical, dental, and vision insurance; flexible spending accounts; University paid LTD insurance, AD&D insurance, and Group Term Life Insurance; Voluntary Group Term Life Insurance and AD&D insurance, deferred compensation in the University's 403(b) and 457(b) plans; Educational Benefit Program; WellBama, Employee Assistance Program, Voluntary Critical Illness Insurance, and Voluntary Long-Term Care Insurance is available in the Residency Handbook and in the Benefits Eligibility Matrix located in the UA Benefits Guide for Faculty and Staff (see Category "4" resident physicians) accessible on-line at: <http://hr.ua.edu/benefits/>.

12. **DCH Regional Medical Center and Other Hospitals:** If a complaint is made against a Resident by someone at Druid City Regional Medical Center, or any other Hospital participating in the Program, the grievance process will be handled through the particular Hospital's "Hearing Procedure," a copy of which will be made available to the Resident on request.

The parties hereto have executed this agreement on the date first written above.

Reba J. Essary
Associate Vice President for Finance

Resident	Date
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Richard D. Friend, MD Director, UA Family Medicine Residency- Tuscaloosa College of Community Health Sciences	Date
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**THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ALABAMA, A PUBLIC
CORPORATION, BY AND ON BEHALF OF
THE UNIVERSITY OF ALABAMA**
