Up-To-Date for 2017 Residency Match

THIS AGREEMENT is made and entered on this the ____ day of __________, 20xx, 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 xxxxx, 2017 for PGY 1 level Residents or July 1, 2017, for PGY 2 and PGY 3 level Residents and expiring on xxxxx, 2018 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 and Alcohol Screening Test prior to execution of this Agreement. The pre-appointment 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 and Alcohol Screening Test during the duration of the training period for “reasonable suspicion.” Failure to successfully complete the pre-appointment Screening Test or failure to submit to a reasonable suspicion Screening Test or failure to receive acceptable results upon completion of a reasonable suspicion screening may be grounds for immediate dismissal from the Program. Policies and Procedures for the pre-appointment and Drug and Alcohol Screening Tests are described in the Sponsoring Institution’s Policy Manual and referenced in the Resident Handbook, also available online.

1 Or prior to Orientation for J-1 Visa residents.
2 The Resident Handbook and the Sponsoring Institution’s Policies are accessible on the Family Medicine Residency website at: https://fmr.ua.edu. The Handbook and Policies may be amended from time to time and to the extent any updated provision of the Handbook or Policies conflicts with any provision of this Agreement, the more current Handbook or Policy provision will control.
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 the Program as stipulated in the Resident 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 (referred to as Request for Adverse Action) 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 working days of receipt of such notice, request a review as outlined in the Sponsoring Institution policy, which is also referenced in the Resident Handbook.³ Any Resident receiving notice of intent of non-promotion to the next level of training may request an informal adjudication as outlined in the Sponsoring Institution policy and referenced in the Resident Handbook. Failure to timely file a request for a review or adjudication as set forth in the Sponsoring Institution’s policy 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 Resident 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, or if Resident does not receive acceptable results on background checks as discussed in paragraph 5 below. If the Resident leaves the Program, thereby terminating this Agreement, the Resident will have breached this Agreement. In the event of such breach,

³ See Promotion, Renewal & Dismissal Policy and Due Process Policy accessible on-line at [https://cchs.ua.edu/education/sponsoring-institution-policies/](https://cchs.ua.edu/education/sponsoring-institution-policies/).
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 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 receiving acceptable results on 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 Resident Handbook and the link to the Sponsoring Institution Policy and Procedure manual at New Resident Orientation. The Resident Handbook contains the information about the Program, including program-specific policies, while University, College and overall graduate medical education policies and procedures governing all aspects of the Resident’s training including, but not limited to grievance procedures and due process, health/medical and disability insurance, time off (e.g., vacation, sick, parental leave of absence, as well as impact of leave(s) on ability to satisfy program completion requirements), duty hours, moonlighting, counseling services, physician impairment,
harassment, accommodation for disabilities, and eligibility for specialty board exams) are located online in the Sponsoring Institution’s Policy and Procedure manual. All Residents will undergo mandatory HIPAA compliance and Child Protection Policy 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 and policies contained in the Sponsoring Institution’s Policy and Procedure manual and in the Resident 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 Sponsoring Institution policy manual and the Resident Handbook (which may be amended periodically by the University, College and Program). The attestation document will be considered an Attachment to this Agreement. Residents will be advised when updates are posted to the Resident Handbook.

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 and evaluations as requested by the Program Director and/or program faculty. 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 and the major participating site, and will have the right to use grievance procedures as addressed in the Sponsoring Institution’s policy and referenced in the Resident Handbook.

9. **Resident Salary:** The Residents will be paid annual salaries in the amount of $xx,xxx the first year (PGY 1), $xx,xxx the second year (PGY 2) and $xx,xxx the third year (PGY 3). The salary each year shall be paid to the Resident in twelve (12) equal monthly installments on the last day of the each month (starting July 30) subject to such withholdings as are required by law or authorized by the Resident.
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 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 Resident 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/. The University’s program of affirmative action invites you to identify whether you are a covered veteran or an individual with a disability in order to receive the benefits of affirmative action. This information is used solely for affirmative action purposes and will not subject you to any adverse treatment. You can access the self-identification forms at http://hr.ua.edu/policies-and-forms.

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.

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<th>Resident</th>
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<td>Richard D. Friend, MD</td>
<td>Date</td>
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Director, UA Family Medicine Residency
Tuscaloosa

**Julie Shelton, Associate VP for Finance**

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, A PUBLIC CORPORATION, BY AND ON BEHALF OF THE UNIVERSITY OF ALABAMA