

## RESIDENCY AGREEMENT

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THIS AGREEMENT is made and entered on this the \_\_\_\_ day of \_\_\_\_\_, **2021**, 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 June 1, 2021 for PGY 1 level Residents or July 1, 2021, for PGY 2 and PGY 3 level Residents and expiring on June 30, 2022 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 or receive acceptable results upon completion of 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.<sup>1</sup> The Handbook will also be provided at New Resident Orientation.

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<sup>1</sup> The Resident Handbook and the Sponsoring Institution’s Policies are accessible on the Family Medicine Residency website at: <https://fmr.ua.edu/residency-handbook-policies-guidelines/>. 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 their 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). Optimally, reasonable efforts will be made by the Program to provide notice of intent to non-renew or non-promote 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 reasonable efforts will be made by the Program to provide written notice of intent to non-renew as soon as practical. Failure to provide two months advance notice of intent to non-renew or to non-promote does not preclude the Program from proceeding with non-renewal or non-promotion at any time through a Request for Adverse Action and following its Due Process Policy. Any Resident receiving notice of intent to not renew their 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.<sup>2</sup> 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

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<sup>2</sup> See Promotion, Renewal & Dismissal Policy and Due Process Policy accessible on-line at <https://cchs.ua.edu/education/sponsoring-institution-policies/>.

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agree to submit to a pre-appointment or reasonable suspicion Drug Screening Test, or if Resident does not receive acceptable results on the drug screens or the background checks 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, 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 they have not been nor, to their knowledge, are 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 to the Residents.
7. **Obligations of the Resident to the Program:** The Resident will be provided a link to 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. University, College and overall graduate medical education policies and procedures governing all aspects of the Resident's training

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including, but not limited to grievance procedures and due process, health and disability insurance, time off (e.g., vacation, and leave(s) of absence), as well as impact of leave(s) of absence on ability to satisfy program completion requirements), clinical and educational; work 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, Harassment, Title IX Sexual Misconduct and Child Protection Policy training and any other applicable training programs as established by the University and College and all residents agree, by signing this agreement, to abide by rules and regulations created by the University and College. It is the responsibility of the Residents to familiarize themselves 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 they are 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 them 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 they are assigned for any part of their 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 work 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 or personal 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 \$TBD the first year (PGY 1), \$TBD the second year (PGY 2) and \$TBD the third year (PGY 3). Salary for PGY-1 Interns shall be paid monthly over 55 weeks (13 payments, starting June 30), while salary for the PGY-2 and PGY-3 Residents shall be paid in twelve (12) equal monthly installments (starting July 30), all on the last day of the month and 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 their official duties. A copy of a certificate of this coverage will be made available to the Resident prior to first date on payroll. Any subsequent substantial change in coverage will be provided in writing to resident in advance of effective date.
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 similar to 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 health, dental, and vision insurance; flexible spending accounts; health savings accounts; University paid Long Term Disability insurance; Accidental Death & Dismemberment (AD&D) insurance; Group Term Life Insurance; Voluntary Group Term Life Insurance; 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 Benefits Summary Guide (see Category "4" resident physicians) accessible on-line at: <http://hr.ua.edu/benefits/>.
12. **Confidential Voluntary Self-Identification of Disability and/or Protected Veteran Status:** 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>.<sup>3</sup> Once employed, The University invites employees who fall into one or both categories to confidentially identify themselves by completing the Voluntary Self-Identification of Individuals with Disabilities and/or Voluntary Self-Identification of Protected Veterans forms that can be found on the Employee tab under

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<sup>3</sup> Under Employment Forms, search for *Voluntary Self-ID For Disability (Post-Hire)* and/or *Voluntary Self-ID for Protected Veterans (Post Hire)*.

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Employee Services on [myBama](#). Employees who have previously submitted this information do not have to submit it again, unless your status has changed. A resident may contact the HR Service Center at 348-7732 with questions.

13. **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 upon written request.
14. **Disability:** Residents who have a physical or mental impairment that substantially limits one or more major life activities and who are able to perform the essential functions of their jobs are entitled to seek reasonable accommodations designed to assist them in the performance of their jobs without placing an undue hardship on the University or posing a direct threat to other individuals, including patients. The University's [Employee Reasonable Accommodations Policy](#) designates a Department of Human Resources ADA Coordinator, who coordinates employee requests for workplace accommodations. Residents should make accommodation requests by completing an [Employee Accommodation Request Form](#), which also has contact information for Human Resources' ADA Coordinator and other information about the University's compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.<sup>4</sup>
15. **Counseling and Support Services:** Counseling and support services, including educational information about substance abuse and physician impairment, are available to the Resident via the Residency Program Director. See also the Sponsoring Institution's Impairment Policy at <https://cchs.ua.edu/education/sponsoring-institution-policies/>.
16. **Grievances & Harassment Claims:** A Resident may file a Grievance subject to the terms and conditions in the Sponsoring Institution's applicable policy. Claims of harassment will be addressed pursuant to the University's policy on Harassment, located at <http://eop.ua.edu/harrassment.html>, and complaints about harassment in the college should be directed to the College's Designated Harassment Person or other university officials designated in the harassment policy. If the complaint is gender-based harassment, the claim will be addressed pursuant to the University's policy on Sexual Misconduct, located at: <https://titleix.ua.edu/policies/sexual-misconduct-policy-2/>. Residents are required as a condition of their employment with CCHS to complete all mandatory compliance training assigned by the University or CCHS (for more information, see <https://hr.ua.edu/learning-development/compliance-training>).

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<sup>4</sup> This policy and Employee Procedures for Requesting Reasonable Accommodations are available on the HR ADA website: <http://hr.ua.edu/ada>.

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

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<b>Resident</b>	<b>Date</b>
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<b>Tamer Elsayed, MD</b> Program Director, UA Family Medicine Residency Tuscaloosa College of Community Health Sciences	<b>Date</b>
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**Julie Shelton, Associate VP for Finance**  
**ON BEHALF OF THE BOARD OF TRUSTEES OF**  
**THE UNIVERSITY OF ALABAMA, A PUBLIC**  
**CORPORATION, BY AND ON BEHALF OF THE**  
**UNIVERSITY OF ALABAMA**

FOR REFERENCE ONLY - DO NOT SIGN