

GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT

(Transitional Year Resident 2025-2026)

THIS AGREEMENT is made and entered into by and between the **HOUSTON COUNTY HEALTH CARE AUTHORITY d/b/a SOUTHEAST HEALTH MEDICAL CENTER**, an Alabama health care authority (“Medical Center”), and <resident’s name> (“**Resident**”), intending to be effective as set forth in Section 3 herein.

RECITALS

The Medical Center desires to provide clinical and educational opportunities for residents in accordance with the Accreditation Council for Graduate Medical Education (ACGME) Common and Specialty-Specific Program Requirements for Transitional Year.

Resident desires to take advantage of the Medical Center’s facilities for clinical training in a residency program.

NOW, THEREFORE, Medical Center and Resident agree as follows:

1. **Medical Center’s Responsibilities.** Under this Agreement, Medical Center agrees as follows:
 - A. To provide an educational program and sufficient clinical experience in keeping with the ACGME institutional and program requirements.
 - B. To provide a stipend to Resident in the amount of \$57,000 annually, payable in bi-weekly installments, in accordance with Medical Center’s payroll schedule. Such stipend will be subject to withholding for income taxes, social security, and other legally required deductions, including any deductions requested by Resident.
 - C. Educational and patient care responsibilities will be provided both in the form of General Guidelines (provided during initial orientation) and specific verbal and/or written descriptions of specific rotations.
 - D. Residents are employees of the Medical Center and are insured for professional liability while acting within the scope of their residency employment. Coverage is provided by MagMutual. This coverage applies for the duration of training and provides legal defense and protection against awards from claims reported or filed after the completion of graduate medical education. This coverage is consistent with the institution’s coverage for other employed medical/professional practitioners. Coverage provided will not be less than \$1,000,000 per each event, and \$3,000,000 annually in aggregate.

- E. Resident will be entitled to twenty (20) workdays of vacation to be used during their dedicated vacation block, and (5) sick days with pay during the PGY 1 training year.
- F. Benefits are available in accordance with Medical Center's Schedule of Employee Benefits, available on Inside.
- G. In the event of a reduction in the size or closure of a residency program or closure of the institution, the Medical Center will inform the residents as soon as possible. The Medical Center will allow residents already in the program to complete their education or assist the residents in enrolling in an ACGME accredited program in which they can continue their education.

2. **Resident's Responsibilities.** Resident understands and agrees as follows:

- A. Resident's appointment is contingent on acceptable health and drug screen, background check, and verification of credentials, including proof of attainment of Doctor of Medicine (MD) or Doctor of Osteopathic Medicine (DO) degree.
- B. Resident shall provide services at the Medical Center and affiliated facilities in a manner that is consistent with Medical Center's Mission, Core Values, and the Code of Conduct.
- C. Resident shall carry out the responsibilities and service as a transitional year resident to the best of his or her ability and in accordance with established educational and clinical practices, policies, and procedures in all sites to which the Resident is assigned.
- D. Resident shall conform to all of Medical Center's policies, procedures, and regulations as well as applicable Medical Staff bylaws that pertain to residents, which include but are not limited to policies prohibiting sexual and other forms of harassment, substance abuse policies, and policies related to completion of medical records.
- E. Resident shall obtain and keep current a license (training license or unrestricted license) to practice medicine in the State of Alabama. Training in the program and salary cannot continue until a license is obtained.
- F. Resident shall comply with ACGME duty hours restrictions and program-specific policies concerning duty hours as provided by the program. Resident shall accurately and truthfully document hours on duty.
- G. Residents are entitled to due process relating to the following actions, regardless of when the action is taken during the appointment period: suspension, non-renewal of contract, non-promotion, or dismissal. Residents are entitled to address concerns or complaints related to the work environment and issues related to the programs or faculty through a grievance process, as outlined in the GME Program Policy Manual.

3. **Duration of Appointment.** This Agreement shall be for a one-year term beginning June 24, 2025 and ending July 31, 2026 unless terminated sooner pursuant to paragraph 5 below.

4. **Conditions for Completion of Program.** Resident completion of program is based on demonstrated competency, scholarship, and professional growth, including the ability to assume graded and increasing responsibility for patient care. In addition, residents are required to take and pass the United States Medical Licensing Examination (USMLE) Step III or Comprehensive Osteopathic Medical Licensing Examination (COMLEX) III during the appointment year.

5. **Termination.**

A. Immediate Termination.

1. This Agreement will terminate immediately upon the occurrence of any of the following events:
 - a. Resident's death or total disability.
 - b. The revocation or termination of Resident's license to practice medicine in the State of Alabama.
2. Medical Center may, in its discretion, terminate this Agreement immediately upon the occurrence of any of the following events:
 - a. Resident has engaged in personal conduct of such a serious nature that his or her continued practice on behalf of the Medical Center is unacceptable to the Medical Center; provided, however, that personal conduct expressly protected by applicable employment law will not provide a basis for such termination;
 - b. Resident's license to practice medicine in the State of Alabama has been suspended or not renewed; or
 - c. Resident has been debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement;
 - d. Resident has been convicted of an offense punishable as a felony or involving moral turpitude or immoral conduct.

B. Termination with Notice.

1. Medical Center may terminate this Agreement prior to its expiration after giving the Resident notice of the reasons for such termination, as outlined in the Due Process Policy in the Graduate Medical Education Policy Manual. Such policy also sets forth the procedure for the Resident to appeal this decision.
2. Resident may terminate this Agreement at any time with or without cause and without penalty or premium, by giving 120 days written notice to the Medical Center.

6. **Resident Warranties.**

- A. Resident hereby represents and warrants that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid. Resident hereby agrees to immediately notify the Medical Center of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medicaid.
 - B. Resident acknowledges that he/she is participating in an academic training program and that the evaluations of his/her work and progress in the training area are an integral part of the training program, and agrees that information resulting from such evaluations may be furnished by the residency training program to organizations to which he/she may apply for training, employment, or privileges.
7. **Access to Books and Records.** During the term of this Agreement and for a period of four years after the Agreement's termination, Resident shall grant access to the following documents to the Secretary of US Department of Health and Human Services, the U.S. Comptroller General, and their authorized representatives: this Agreement and all books, documents, and records necessary to verify the nature and cost of services.
8. **Certification of Completion of Resident Program.** Prior to receiving any certification of completion of the Residency Program, Resident shall be responsible to:
- A. Return all Medical Center property such as books, equipment, pagers, etc.
 - B. Complete all outstanding medical records.
 - C. Settle professional and financial obligations.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, intending to be effective on and as of the date specified herein.

HOUSTON COUNTY HEALTH CARE AUTHORITY RESIDENT
d/b/a Southeast Health Medical Center

Richard O. Sutton, III, CEO

<resident's name> - Resident

Date

Date

Program Director

Date

I, <resident's name>, further affirm that I have received an electronic copy of the Southeast Health Graduate Medical Education Policy Manual, which also contains a copy of the Transitional Year Residency Job Description.

<resident's name> - Resident

Date: _____