

## GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT

**THIS AGREEMENT** is made and entered into this day of \_\_\_\_ 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”).

### 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 Internal Medicine.

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 during the term of this Agreement which will be \$54,000 annually for PGY 1 and shall be payable in bi-weekly installments.
  - C. All compensation will be subject to withholding for income taxes, Social Security, and other legally required deductions, and any deductions requested by Resident.
  - D. 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.
  - E. Residents, who are employees of the Medical Center, 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. A summary of coverage is provided as Attachment A. Coverage provided will not be less than \$1,000,000 per each event, and \$3,000,000 annually in aggregate.

F. Resident will be entitled to twenty-six (26) workdays for vacation and sick days with pay per academic year during the PGY 1 training year through PGY 3 training years inclusive of mandatory vacation time as designated by the Program Director. Vacation and sick leave are not cumulative and must be used during the contract year. Vacation leave is essential and should not be forfeited or postponed in any year of training and cannot be used to reduce the total required training periods.

G. Benefits are available on the first day of employment and include:

1. Access to health and hospitalization insurance for residents and their eligible dependents.
2. Life Insurance/Accidental Death and Dismemberment.
3. Long Term Disability Insurance.
4. Education Leave at five (5) days during PGY 2 or PGY 3, with approval of Program Director.
5. Meals – Access to appropriate food services when on duty.
6. Call Rooms – In-house call rooms that are safe, quiet, and private.
7. Parking – Free parking provided by the Medical Center.
8. Leave of Absence, including parental leave – Provided per Medical Center policy. Internal Medicine residents are hereby advised that up to six weeks per academic year is permitted for time away from training, which includes illness, parental or family leave, or pregnancy-related disabilities. The American Board of Internal Medicine (ABIM) recognizes that leave policies vary from institution to institution and expects the program director to apply his/her local requirements within these guidelines to ensure trainees have completed the requisite period of training. ABIM policies concerning leave of absence provide additional detail. Per ABIM, training will be extended if leave exceeds thirty five (35) days in any year of residency.
9. Access to appropriate and confidential counseling, medical and psychological support services.
10. Reasonable accommodation for employees for disabilities that would allow the resident to perform the essential functions and duties of his/her job as described in Attachment B.
11. Educational Stipend, as described in Attachment C.

H. 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.** Appointment is contingent on acceptable health and drug screen, background check and verification of credentials. Resident shall provide documentation of successfully obtaining Doctor of Medicine (MD) or Doctor of

Initials: \_\_\_\_\_

Osteopathic Medicine (DO) degree. Resident shall carry out the responsibilities and service under residency program to the best of his or her ability. Resident shall provide services at the Medical Center and affiliated facilities in a manner that is consistent with Medical Center's Mission and Core Values.

While performing or carrying out any aspects of the residency program at the Medical Center under this Agreement, Resident agrees:

- A. To perform the customary services of an Internal Medicine resident to the best of his/her ability in accordance with established educational and clinical practices, policies, and procedures in all sites to which residents are assigned, as outlined in the job description, which is included as Attachment F.
- B. To conform to Medical Center's policies, procedures, and regulations governing residents as well as applicable Medical Staff bylaws, which include but are not limited to sexual and other forms of harassment, substance abuse, and completion of medical records.
- C. To 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.
- D. To comply with ACGME duty hours restrictions and program-specific policies concerning duty hours as provided by the program, and to accurately and truthfully document hours on duty. Employment outside the residency training program (moonlighting) may occur, but must be approved in advance and in writing by the Program Director; however time spent in internal or external moonlighting must be counted toward the ACGME 80 hour maximum weekly hour limit. Resident's performance will be monitored to assure that he/she has met the milestones in the six competencies for the effect of these activities upon performance; adverse effects may lead to withdrawal of permission from the Program Director. Only those clinical experiences considered as part of the curriculum will be covered for professional liability.
- E. 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. Medical Center will provide residents such written policies and procedures.

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3 **Duration of Appointment.** This Agreement shall be for a one-year term beginning July 01, 2022 to and ending June 30, 2023 unless terminated sooner pursuant to paragraph 5 below.

4 **Conditions for Reappointment.** Reappointment and advancement are based on demonstrated competency, scholarship, and professional growth including the ability to assume graded and increasing responsibility for patient care. Promotion criteria from PGY 1 to 2 (or graduation criteria for PGY 3 contracts) is provided as Attachment E. The determination is the responsibility of the Program Director. The Medical Center will provide residents with as much written notice of the intent to suspend, not to renew, not to promote, or dismiss as the circumstances will reasonably allow prior to the end of the Agreement. The parties acknowledge that, in certain circumstances, notice of nonrenewal or non-promotion may not be given until June 30. The Resident may use the procedures set forth in Medical Center's Resident Evaluation, Promotion and Dismissal policy if they have received such notice.

In addition to meeting promotional criteria as described in Attachment E, residents must demonstrate satisfactory completion of United States Medical Licensing Examination (USMLE) III or Comprehensive Osteopathic Medical Licensing Examination of the United States (COMLEX) III in order to advance to the second year of residency training. Residents must successfully pass USMLE III or COMLEX III within the first 12 months of training and demonstrate satisfactory performance in order to advance to PGY2 level.

## 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 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 Resident has been convicted of an offense punishable as a felony or involving moral turpitude or immoral conduct.

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**B. Termination with Notice.**

1. Medical Center may terminate this Agreement prior to its expiration after the Resident is given notice of the reasons for such termination, as outlined in the Due Process Policy of the Graduate Medical Education Committee. Such policy also sets forth the procedure for the Resident to appeal a decision by the Medical Center.
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. In the event that Resident is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Resident is in breach of this Section, this Agreement shall, as of the effective date of such action or breach, automatically terminate.
- C. Resident further understands that the Medical Center performs monthly checks of contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify Resident if it discovers a match. Medical Center will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).
- D. 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 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.

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- B. Complete all outstanding medical records.
- C. Settle professional and financial obligations.

**IN WITNESS WHEREOF**, the Medical Center has caused this Agreement to be executed and Resident has signed this Agreement as of the date first hereinabove written.

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

\_\_\_\_\_  
Richard O. Sutton, III, CEO

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

Initials: \_\_\_\_

## **Attachments List**

Attachment A: Mag Mutual Policy

Attachment B: Accommodations for Disabilities Policy

Attachment C: Resident Benefits Policy

Attachment D: Vacation and Leaves of Absence Policy

Attachment E: Resident Evaluation, Promotion and Dismissal Policy

Attachment F: Resident Job Description

The Medical Center will provide copies of all attachments upon Resident selection and final execution of the Graduate Medical Education Agreement.

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**ATTACHMENT A**  
Mag Mutual Policy

*Provided to Resident as a separate document*

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## ATTACHMENT B



## Graduate Medical Education POLICY & PROCEDURE

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### **TITLE: Accommodations for Disabilities**

#### **ACGME Institutional Requirement: IV.H.4.**

Southeast Alabama Medical Center (SAMC) will provide a safe and productive work environment for all employees. The standards for the work environment shall comply with the requirements of the Occupational Safety and Health Administration, the Center for Disease Control, and other agencies and applicable laws and regulations. Employees are expected to be physically and mentally fit to perform their duties in a safe and efficient manner. All employees must be able to perform the essential functions of the job for which they were employed. The Medical Center will attempt to provide disabled employees with such reasonable accommodations as are necessary for the performance of their jobs.

The following list includes tasks that are representative of those required of a resident of Internal Medicine practice at Southeast Alabama Medical Center. This list is not meant to be all inclusive nor does it constitute all academic performance measures or graduation standards. It does not preclude the residency from temporarily restructuring resident duties as it deems appropriate for residents with acute illness, injury, or other circumstances of a temporary nature.

A resident, without the use of an intermediary, must be able to:

- Take a history and perform a physical examination
- Administer injections and obtain blood samples
- Use sterile technique and universal precautions
- Perform cardiopulmonary resuscitation
- Move throughout the clinical site and hospitals to address routine and emergent patient care needs.
- Perform procedures
- Communicate effectively with patients and staff in the English language, verbally and in writing, in a manner that exhibits good professional judgment and good listening skills and is appropriate for the professional setting
- Demonstrate timely, consistent and reliable follow-up on patient care issues, such as laboratory results, patient phone calls, or other requests
- Input and retrieve computer data through a keyboard and read a computer screen
- Read charts and monitors

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- Perform documentation procedures, such as chart dictation and other paperwork, in a timely fashion
- Management multiple patient care duties at the same time
- Make judgments and decisions regarding complicated, undifferentiated disease presentations in a timely fashion in emergency, ambulatory, wards, ICU and other hospital settings
- Demonstrate organizational skills required to eventually care for 8 or more outpatient cases per half day.
- Take call for the practice or service, which requires inpatient admissions and work stretches of up to 24 hours
- Present well-organized case presentations to other physicians or supervisors
- Participate in and satisfactorily complete all required rotations in the curriculum

Reference: Human Resources; Equal Opportunity; House-wide Manual

**APPROVED BY GMEC:** 02/10/2016

Revision Date: 12/01/2020, 4/26/2021

Initials: \_\_\_\_\_

# ATTACHMENT C



## Graduate Medical Education POLICY & PROCEDURE

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**TITLE: Resident Benefits**

**ACGME Institutional Requirement: II.D., IV.A.3.**

### **Resident Salary**

Salaries for each postgraduate year are based on the budget of the Sponsoring Institution, with review and comment by the Graduate Medical Education Committee (GMEC). Periodic analysis of national and regional trends is performed, and resident salaries adjusted in accordance with hospital policy to ensure salaries are competitive with those in the southern region. Following review by the GMEC and final approval by the Vice-President for Human Resources, the residency programs are notified of the salaries for the academic year beginning July 1. The following policy has been established and should be used as guidelines by program directors in determining the salary level for a resident.

1. Residents in all programs at like levels of training must be paid in accordance with the salary set by the hospital for the postgraduate year of training. Residents are paid bi-weekly on Tuesday. All compensation will be subject to withholding for income taxes, Social Security, and other legally required deductions, and any deductions requested by Resident.
2. No resident may be paid less than or in excess of the base salary set by the Sponsoring Institution for the postgraduate year of training.

Level	Annual Salary
PGY 1	\$54,000
PGY 2	\$56,000
PGY3	\$58,000

A comprehensive benefits program is provided for all residents matched into graduate medical education programs. Fringe benefits are funded by the hospital or other source of salary support, and provide residents with health, vision and dental insurance, prescription benefits, life insurance, disability insurance, and professional liability insurance.

### **Educational Benefits**

Residents will be allowed an annual allowance to be used for scholarly activity, ensure board exam success, and increase the benefits of being a resident at Southeast Health. The annual allowance and listing of approved expenses can be found in the ACGME Internal Medicine Residency Educational Benefits Policy and Procedure.

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**Health/Dental/Vision Insurance**

Residents are eligible to enroll in single or family coverage under the Health Reimbursement Account Plan, administered by United Medical Resources, during the first thirty (30) days of employment. Premiums are paid one month in advance, and coverage is carried through the last day of the pay period in which you work as an eligible employee. Health/Dental/Vision Insurance coverage becomes effective the first day of the month following your hire date.

Additional information can be provided by contacting the Human Resources Office at (334) 793-8001.

**Resident Assistance Program**

The Resident Assistance Program is provided through Employee Assistance Program (EAP) to provide prompt, confidential help with a range of personal and family issues. Free benefits include:

- 3 Counseling sessions with a licensed counselor per calendar year
- 1 free legal consultation
- 1 free financial consultation

24 hours assistance is available by calling 334-701-3307. Referrals for ongoing management are available.

**Prescription Drug Discount**

Residents will pay a percentage of the total drug cost, with an upper limit or cap on the amount paid per prescription.

**Vacation and Leave of Absence**

Please see Graduate Medical Education (GME) and program specific policy related to vacation and leaves of absence.

**Professional Liability Insurance**

Residents, who are employees of Southeast Health are insured for professional liability while acting within the scope of their residency employment. Coverage is provided by Mag Mutual Company. 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.

**Life and Accidental Death & Dismemberment Insurance Coverage**

Accidental Death & Dismemberment Insurance is designed to provide a benefit in the event of accidental death or dismemberment. The Company provides Basic Life and AD&D Insurance to

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all eligible full time employees at no cost to you. This benefit includes: One time base annual earnings up to a maximum benefit of \$100,000.

### **Voluntary Term Life Insurance Coverage**

Term life gives you the ability to purchase life insurance for less than the cost of many other life insurance products, however, if you allow the coverage to lapse, there is no guarantee that you can obtain term or any other life insurance coverage, in the future. Most people use term life to supplement more permanent forms of life insurance coverage. This coverage includes: 1x, 2x, 3x, 4x salary up to maximum \$400,00 and guaranteed issue for newly eligible employees: \$200,00. The 2021 premium rates are reduced by 10% for all employees.

### **Dependent Live Insurance Coverage**

You have the opportunity to purchase supplemental life insurance for yourself and your family. You pay for the cost through pretax payroll deductions. There are two options for 2021: \$5,000 for children and \$10,000 for spouse; \$10,000 for children and \$25,000 for spouse.

### **Disability Insurance Coverage**

The goal of the disability plan is to provide you with income replacement should you become disabled and unable to work due to a non-work-related illness or injury. Short-Term and Long-Term Disability plans are offered.

### **Child Care**

A child care facility for children of Southeast Health personnel is in operation on the Southeast Health. Admission is open to eligible children, ages 6 weeks through 14 years. Those interested should apply as early as possible by calling 334 793-8888.

### **Parking**

Free parking is provided on the Southeast Health premises. Southeast Health Security participates in patrol of the facilities, unlocking car doors, escorting to vehicle, assisting with automobile that will not start at night, helping with flat tires, lost and found department, and general response to problems.

### **Meals**

Access to appropriate food services is provided free of charge when on duty.

### **Exercise Facility Access**

The Living Well Fitness Center is adjacent to the Southeast Health campus and is available to Southeast Health employees for a reduced membership fee.

### **Lab Coats**

Residents are issued two white coats during their intern year; one during second and third year.

**Recommended:** 3/22/17

Approved by GMEC: 4/2/19

Revisions: 3/23/20, 4/26/21

Initials: \_\_\_\_\_

**TITLE: VACATION AND LEAVES OF ABSENCE**

**Purpose**

The purpose of this policy is to ensure that Internal Medicine is in compliance with Southeast Health, State of Alabama, Center for Medicaid/Medicare Services, and the American Board of Internal Medicine (ABIM) policies.

**Policy**

Residents must comply with Graduate Medical Education (GME) and program requirements for requesting and reporting the use of vacation, sick, and other leaves of absence. All time off, including holidays, is scheduled at the discretion of the Program Director. Official Southeast Health holidays are not automatically observed as time off for residents. As specified below, leave will be paid or unpaid depending on the circumstances.

**Procedure**

Required Notice.

A formal leave request must be submitted. When the need/desire for the leave of absence is foreseeable, the request should be submitted at least 30 days prior to the leave. When the need for the leave is unforeseeable, the request should be submitted as soon as possible. Taking leave without prior notification to and approval from the Program Director can result in a 'no-pay status', and/or be grounds for immediate dismissal.

Coverage During Leave.

It is the responsibility of Internal Medicine to assure that appropriate coverage by colleague residents is provided as required during the resident's leave of absence. In arranging for such coverage, program policies concerning resident duty hours shall apply.

Effects of Leave on Program Completion and/or Board Eligibility.

Per the American Board of Internal Medicine (ABIM) policies, residents can be absent up to 5 weeks per academic year without having to extend training. Should any approved leaves compromise the necessary time for certification, the resident will receive additional training sufficient to meet certification requirements. During such additional training, the resident will continue to receive a stipend and fringe benefits at the level of the year of training the resident is completing.

An exception to this rule is the American Board of Medical Specialties (ABMS) Parental, Caregiver, and Medical Leave policy. Residents are allowed a minimum of (6) weeks of time away from training for purposes of parental, caregiver and medical leave at least once during training, without exhausting all other allowed time away from training and without extending training. This one time leave of (6) weeks cannot be utilized in the same academic year of another extended leave.

**Types of Leave**

Vacation Leave.

Residents receive (21) days of paid vacation, per year. Vacation leave need not be taken in one block period of time. Unused vacation is not cumulative and shall lapse at the expiration of each academic year.

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Vacation days may not be “borrowed” from the next academic year. All vacations will be scheduled with the approval of the Program Director and will be subject to hospital and program regulation. It is the responsibility of the Program Director to coordinate and communicate the planned vacation and leave schedules with each affiliated hospital or training site that might be affected.

Sick Leave.

Residents will receive five (5) days paid sick leave at the start of each one-year appointment period. Sick leave may be used only for time off due to the resident's illness or the illness of the resident's spouse, parent or child. Residents are not paid for unused sick leave, and sick leave does not carry over to the next appointment year. A physician’s note is required when using a sick day. It must be presented the day the resident returns. Failure to do so will result in the day being classified as “no pay” and the resident may be subject to disciplinary action.

Parental/Maternity Leave

The institution does not provide paid maternity and/or paternity leave. However, eligible residents will be granted at least six (6) weeks of parental leave under the Family Medical Leave Act (FMLA). In the event a resident is ineligible for FMLA, separate provisions will be made to ensure the resident still receives the allotted parental leave days.

Bereavement Leave.

Residents may be granted up to three (3) days of paid bereavement leave due to the death of an immediate family member or household member. One (1) additional day of leave may be granted if significant travel is required, with the prior approval of the Program Director. Immediate family is defined as spouse, parent or stepparent, grandparent, sibling, guardian or legal ward of the resident’s spouse. The resident must inform the Program Director as soon as possible of the need for bereavement leave.

Civil Leave.

Leave of absence for jury duty, to serve as a trial witness, or to exercise other subpoenaed civil duties such as testifying at depositions will be granted with no loss in pay or benefits. The trainee must provide advance notice of the need for leave to the Program Director. Upon return to work, the resident must provide a statement from the Clerk of the Court regarding dates of jury duty service. Paid leave is not provided for residents providing testimony in court cases where they are not a named defendant or a fact witness in the case, for civil actions that they initiate, or when named as a defendant in a private legal action that is unrelated to their residency training.

Military Leave.

Leave for the purpose of military service (including Reserve or National Guard duty) may be granted as required by applicable law. Military orders must accompany all such requests for leave. A leave request should be completed and forwarded to the Program Director. Residents may opt to receive their residency stipend or military pay, but not both during the leave. Notification of this intent should be included in the leave request.

Professional/Educational Leave.

At the discretion of the Program Director, residents may be granted paid or unpaid educational leave to attend specialty-sponsored society meetings and other conferences, to present research or other scholarly work at local, regional, or national meetings, to sit for exams (e.g., United States Medical Licensing Exam (USMLE), boards), to interview for advanced training (fellowships) or to participate in other activities related to their educational program. Travel time should not extend beyond the dates of the meeting plus reasonable travel time. Additional days will be considered as vacation time. It is the responsibility of the Program Director to determine the number professional/educational leave days that each resident receives.

### Family Medical Leave.

Residents may be eligible for family medical leave under the Family Medical Leave Act (FMLA). To be eligible the resident must have a record of twelve (12) months cumulative service and have been on duty 1250 hours during the twelve (12) months immediately preceding the family medical leave.

A. Twelve (12) weeks leave of absence shall be granted for the following reasons:

- To care for a child after the birth or placement for adoption or foster care (parental leave).
- To care for a family member with a serious health condition.
- For a serious health condition that makes the resident unable to perform one or more essential functions of his/her job.

B. Definitions:

- A family member is:
  - A spouse: An individual as defined in accordance with state law.
  - A son or daughter: A biological, adopted, or foster child, a stepchild, a legal ward, or child of a person standing *loco parentis* who is either under age 16, age 18 or older and “incapable of self-care because of a mental or physical disability.”
  - A parent: A biological parent or someone who had day-to-day responsibilities to care for and financial support for the resident when the resident was a child.
- A serious health condition is:
  - An illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility;
  - An illness, injury, impairment or physical or mental condition that requires continuing treatment by a health care provider;
  - An illness, disease or condition that in the medical judgement of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care; or
  - Any period of disability due to pregnancy or childbirth or period of absence for prenatal care.

C. Applying for Family Leave

- Residents may request Family Medical Leave by completing a Request for Family Leave form, available from Employee Health.
- Requests for FMLA must be submitted in writing at least thirty (30) days prior to the beginning of the leave period, or as soon as practicable.
- A resident who is unable to submit a written request for FMLA in advance because of unexpected qualifying circumstances (e.g., premature birth, medical emergency) must provide oral or written notice to Human Resources within twenty-four (24) hours of the start of the leave or as soon as practicable and provide written notice within three (3) days after her/she returns to work. The oral notice may be provided by another person on behalf of the resident.
- Requests for FMLA will be reviewed by Human Resources, who will notify the resident, Program Director, and/or GME office if the leave request is approved or denied.
- Resident may be asked to provide a medical certification from a health care provider to verify the nature of the serious health condition or to verify that a resident is able to resume work.
- Residents on approved FMLA must immediately report to the Program Director, the GME Office, or Human Resources any change in their need for leave or their intention to return to work.



- D. Twelve (12) weeks leave of absence shall be granted for the following reasons:
- To care for a child after the birth or placement for adoption or foster care (parental leave).
  - To care for a family member with a serious health condition.
  - For a serious health condition that makes the resident unable to perform one or more essential functions of his/her job.
- E. Definitions:
- A family member is:
    - A spouse: An individual as defined in accordance with state law.
    - A son or daughter: A biological, adopted, or foster child, a stepchild, a legal ward, or child of a person standing *loco parentis* who is either under age 16, age 18 or older and “incapable of self-care because of a mental or physical disability.”
    - A parent: A biological parent or someone who had day-to-day responsibilities to care for and financial support for the resident when the resident was a child.
  - A serious health condition is:
    - An illness, injury, impairment or physical or mental condition that requires inpatient care in a hospital, hospice or residential medical care facility;
    - An illness, injury, impairment or physical or mental condition that requires continuing treatment by a health care provider;
    - An illness, disease or condition that in the medical judgement of the treating health care provider poses an imminent danger of death, is terminal in prognosis with a reasonable possibility of death in the near future, or requires constant care; or
    - Any period of disability due to pregnancy or childbirth or period of absence for prenatal care.
- F. Applying for Family Leave
- Residents may request Family Medical Leave by completing a Request for Family Leave form, available from Employee Health.
  - Requests for FMLA must be submitted in writing at least thirty (30) days prior to the beginning of the leave period, or as soon as practicable.
  - A resident who is unable to submit a written request for FMLA in advance because of unexpected qualifying circumstances (e.g., premature birth, medical emergency) must provide oral or written notice to Human Resources within twenty-four (24) hours of the start of the leave or as soon as practicable and provide written notice within three (3) days after her/she returns to work. The oral notice may be provided by another person on behalf of the resident.
  - Requests for FMLA will be reviewed by Human Resources, who will notify the resident, Program Director, and/or GME office if the leave request is approved or denied.
  - Resident may be asked to provide a medical certification from a health care provider to verify the nature of the serious health condition or to verify that a resident is able to resume work.
  - Residents on approved FMLA must immediately report to the Program Director, the GME Office, or Human Resources any change in their need for leave or their intention to return to work.
- G. Continuation of Benefits
- A resident is required to use all accrued sick leave at the commencement of FMLA and will be permitted the opportunity to elect to use vacation leave after accrued sick leave has been exhausted.
  - Hospital is required to maintain group health insurance coverage for a resident on FMLA unless the resident declines coverage.
  - If all accrued sick leave and vacation leave has been used for FMLA, the resident moves into a ‘no-pay status’ and may be required to pay the resident’s portion of group health premiums and for other voluntary benefit plans in accordance with established guidelines.

- If a resident returns directly from FMLA leave, benefits will be reinstated the first of the following month. If the leave exceeds twelve (12) weeks, the resident may be required to meet eligibility guidelines before insurance coverage is reinstated, and pre-existing condition limitations may apply.
- A resident returning from an approved FMLA leave will be returned to the resident position held before the leave began unless the position has been eliminated. Leave may, in some circumstances, delay the resident's completion of their residency program. Questions regarding the effect of leave on completion of their program requirements should be addressed with the Program Director.
- A resident who fails to return to work at the conclusion of an approved FMLA leave may be deemed to have voluntarily terminated employment. Additionally, a resident who fails to return to work after his or her leave is exhausted may be required to reimburse the hospital for health insurance premiums it paid for the benefit of the resident's behalf during the period of the resident's FMLA leave.

### **Terminal Leave for Graduating Residents**

Unused vacation may be taken at the end of a resident's training contract during their final year of residency to allow the 'last working day' to predate the end of the resident's contract which defaults to the 30<sup>th</sup> of June each academic year. Decisions regarding whether terminal leave is allowable are made by the Program Director of each program and can differ across training programs due to the differences in educational structure and patient care responsibilities of each specialty. Each Program Director must ensure their program's process for determining whether and when residents may schedule terminal leave is equitable across trainees exiting the program and takes into account not only the needs of existing trainees but also wellness of continuing trainees but avoids a negative impact on patient care. Terminal leave must be scheduled in advance with each program communicating a resident's last working day to the GME office to facilitate efficient clearance/exit processes. Failure to do so will be seen as a breach of contract.

**Recommended:** 2/10/2016

Approved by GMEC: 4/2/19

Revisions: 3/22/21, 4/23/21, 7/2/21

## ATTACHMENT E



## Graduate Medical Education POLICY & PROCEDURE

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**TITLE: Resident Evaluation, Promotion  
and Dismissal**

**ACGME Institutional Requirement: IV.C.1.**

1. Each residency program is responsible for implementing policies and procedures for addressing resident evaluation, promotion, and dismissal based upon the Southeast Health institutional policies. Program policies and procedures must be consistent with Resident Due Process guidelines and Accreditation Council for Graduate Medical Education (ACGME) requirements.
2. Each residency program shall develop written criteria for promotion to a subsequent post graduate year (PGY) level. Criteria will generally include successful completion of rotations as determined by faculty through written evaluations, documented competency in performing certain procedures, demonstrated ability to assume increasing responsibility for patient care, and developmentally appropriate progress toward achieving the 6 competencies as described in specialty-specific milestones assessments. The resident contract/agreement of appointment must contain or provide a reference to conditions for reappointment and promotion to a subsequent PGY level.
3. Faculty are encouraged to provide regular feedback. Formal evaluation shall occur at the end of every rotation through a variety of assessment methods, with written summary evaluations of each resident and discussion about the contents at least twice per year.
4. Some residents will encounter difficulty during their training. These difficulties generally fall into three specific areas: academic, disciplinary, and/or impairment.
  - **Academic difficulties** generally involve resident performance issues that are specific to the resident's development as a physician and may involve cognitive and psychomotor performance, as well as professional attitudes and behaviors. Residency programs identify academic problems through their evaluation systems. Residents with academic difficulties generally should be managed through an education plan designed to address the identified deficiencies. Continuation in a program is contingent on a resident successfully addressing such deficiencies and meeting academic standards for that program within a specified timeline. Failure to meet academic standards may result in disciplinary action or may result in a decision not to renew a resident's appointment.
  - **Disciplinary problems** generally involve violations of laws, policies, or contractual agreements. Certain professional behaviors, because of their potential for adverse effects on patients and other health care workers, may also give rise to disciplinary actions.

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- **Impairments** generally refer to medical, psychological, or substance abuse issues that may interfere with performance of a resident's duties and responsibilities. Suspected or known impairments which may be interfering with a resident's performance must be addressed with the assistance of the Designated Institutional Official (DIO).

5. Program Directors shall notify the DIO:

- As soon as academic or disciplinary issues are identified which may lead to delay in the promotion or progression of a resident, or disciplinary action involving suspension or termination of the resident's participation in a residency program.
- Of any suspected or known impairment that may be impacting the resident's ability to perform the resident's duties, including the resident's ability to perform patient care duties.
- Of any intention to suspend, not to promote, not to renew a resident's contract, or dismiss for any reason.

Notification should include a description of the proposed action and the reasons for the action, a draft of the proposed notice to the resident, and a summary of the plan for remediation, including a timetable for a final decision about a resident's continuation in the program.

6. After review by the DIO and other institutional experts, including Human Resources and the Office of Legal Affairs, programs shall notify residents promptly in writing about any decision to suspend, delay their promotion, place them on probation, initiate disciplinary action or non-renewal of contract (the institutional policy for Non-Renewal of Contract shall apply).

The residents have a right to appeal decisions as outlined in the Resident Due Process policy, and this policy supersedes Southeast Health problem resolution policy applicable to non-resident employees.

**Recommended:** 02/10/2016

Approved by GMEC: 4/2/19

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## ATTACHMENT F



### Internal Medicine POLICY & PROCEDURE

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#### **TITLE: Internal Medicine Resident Job Description Policy**

#### **Summary:**

All residents of the Southeast Health Internal Medicine Program are employees of Southeast Health Medical Group and must abide by SHMG policies.

Each resident must hold a temporary license to practice medicine in the State of Alabama, an Alabama Controlled Substance Certificate; and must qualify for professional liability insurance with the MagMutual Insurance Company.

All residents will be certified in and perform BLS and ACLS protocol where required during patient care.

Residents are expected to have an adult learner mentality. They should have a willingness to embrace knowledge in a motivated fashion. They should avidly review new information and assimilate it into their knowledge base.

Residents are taught and evaluated according to the six core competencies established by the Accreditation Council of Graduate Medical Education (ACGME): Medical Knowledge, Patient Care, Professionalism, Practice Based Learning, Systems-Based Practice, and Interpersonal Communication. Residents are expected to complete evaluations for each rotation for which they participate.

All residents will take the Internal Medicine In-Training Exam each year.

#### **Essential Functions:**

- Provide responsible, safe, efficient, and compassionate physician practice activities and progressive acquisition of clinical skills consistent with the practice of Internal Medicine.
- Participate fully in assigned educational activities, including conferences, rotations, period testing, and advisor meetings.
- Provide patient care under the supervision of a member of the Internal Medicine faculty or other supervising licensed independent practitioner, as assigned by the Program Director.
- Treat each patient encountered and other personnel involved in care with respect, dignity and compassion.

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- Recognize his or her role as a learner and participate in available opportunities to become a more accomplished physician.
- Exhibit timely attendance and deadline management.
- Perform procedures and patient care activities that supervising licensed independent practitioners allow. Must not exceed current capabilities and must seek supervision when care demands exceed allowed practice.
- Follow the content set forth by the faculty for each learning opportunity. Seek to enhance and take responsibility for his or her personal training opportunities.
- Effectively function as a member of various teams during all patient care and educational activities assigned.
- Use good judgment and seek supervision when ordering tests and treatment for patients. The resident is to be cognizant of cost and appropriately limit expenses to patients and the organization.
- Exhibit good behaviors and attitudes that reveal he or she is taking responsibility for actions. However, must recognize that the assigned faculty member is ultimately responsible for all patient care decisions and act accordingly.
- Engage in activities that allow a healthy examination of and engagement in the physician's role. Take full advantage of resources provided by the program that support a positive attitude.
- Be certified in and perform ACLS protocol where required during patient care.
- Log required procedures, complete monthly evaluations as outlined in the policy on Procedural Competency.
- Log duty hours as required.
- Wear white lab coat while on duty as well as the hospital-issued identification badge at all times.
- Each resident will complete a research project prior to graduation and will be assigned one month of dedicated time for this project during the first and second years.

### **Supervision:**

Residents are supervised (either directly or indirectly) by attending physicians as set forth in the Southeast Health Internal Medicine Supervision and Accountability Policy. Ultimately the residents report to the Program Director, however, each resident is assigned a faculty advisor/mentor. Residents, in turn, assist in supervising the activities of medical students. As the resident progresses through the training program, the level of supervision provided to them diminishes. Medical problems requiring ICU admission require close supervision at all PGY levels.

### **PGY1 Residents**

**Level of Supervision Required:** In addition to faculty, PGY1 residents are supervised by the PGY2 and PGY3 residents. During the first six months of training, all patient encounters in the Medicine Clinic must be directly supervised by a member of the faculty. The PGY1 resident may perform any procedure requiring informed consent that the program faculty have determined the resident is competent to perform and have notified the resident in writing of this determination. However, it remains preferable to have a supervising faculty member present and the faculty must always be informed and given the opportunity to be present where feasible.

**Level of Supervision Exercised:** Resident will assist in supervising the activities of medical students.

**Knowledge:** Baseline knowledge will be determined based on each resident's annual In-Training Examination.

1. Knowledge of common acute and chronic medical problems of adults and the treatment of these problems.
2. Knowledge of common minor surgical problems/procedures per ABIM requirements.
3. Knowledge of common gynecologic and obstetrical, orthopedic, dermatological, ENT and other common ambulatory problems in clinic.
4. Knowledge of common psychiatric and psychological problems and their treatment.
5. Knowledge of common testing, including radiographic testing, and its application to the above clinical areas.

**Skills:**

1. Perform a complete history and physical. The resident must be able to succinctly and properly present these findings in a logical order to supervising faculty and during dictation of common reports in the hospital.
2. Perform a focused history and physical. The resident must be able to succinctly and properly present these findings in a logical order to supervising faculty and during dictation of common reports in the clinic.
3. Perform CPR and common emergency treatment.
4. Accurately prescribe treatment, including proper calculation of pharmaceutical dosage and timing.
5. Perform literature searches and otherwise access information necessary to obtain needed knowledge about patients and advance own knowledge.
6. Read and reasonably understand medical literature as presented in journals.
7. Organize time and effort in a manner that maximizes effective patient care and learning.
8. Possess basic skills in public speaking as required for presentation of conferences to fellow residents.

**Abilities:**

1. Integrate findings from history and physical examinations into a reasonably ordered differential diagnosis.
2. Develop a plan for patients that provides for orderly and thoughtful further investigation and treatment, keeping the safety and comfort of the patient foremost in mind.
3. In both verbal and written form, effectively and fully communicate findings, any further testing planned, and treatment plans to the patient and his or her family, as well as to fellow residents, faculty, and nursing staff.
4. Provide patients with an overall impression of competence and skill, compassion, and satisfaction.
5. Perform in a calm and rational manner during stressful conditions and with modest sleep deprivation.
6. Interact in a collegial manner with other physician, nursing, support, and administrative staff.
7. Rapidly acquire and integrate new medical knowledge, including that gained during consultation and focused reading about patient problems.

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## **PGY2 Residents**

**Level of Supervision Required:** The PGY 2 resident may perform any procedure requiring informed consent that the program faculty have determined the resident is competent to perform and have notified the resident in writing of this determination. However, it remains preferable to have a supervising faculty member present and the faculty must always be informed and given the opportunity to be present where feasible.

**Level of Supervision Exercised:** Resident will assist in supervising the activities of medical students and PGY 1 residents.

**Knowledge:** Same as for the PGY 1 residents. Expand the knowledge base to the PGY 2 level as reflected in each resident's annual Internal Medicine In-Training Examination.

**Skills/Abilities:** In addition to those set forth for the PGY1 residents

1. Lead a team of PGY 1 residents and medical students in effectively caring for inpatients.
2. With consultation from PGY3 and faculty, develop an accurate differential diagnosis and treatment plan for patients in the inpatient and outpatient setting
3. With consultation from faculty and other mentors, develop research questions of importance to patient safety and patient care in Internal Medicine at Southeast Health.

## **PGY3 Residents**

**Level of Supervision Required:** The PGY3 resident may perform any procedure requiring informed consent that the program faculty have determined the resident is competent to perform and have notified the resident in writing of this determination. However, it remains preferable to have a supervising faculty member present and the faculty must always be informed and given the opportunity to be present where feasible.

**Level of Supervision Exercised:** Resident will assist in supervising the activities of medical students as well as PGY1 and PGY2 residents.

**Knowledge:** In addition to those set forth for PGY1 and PGY2 residents, the PGY3 residents growing fund of knowledge will be reflected in each resident's annual In-Training examination. Residents will prepare for the ABIM examination and certification.



**Skills/Abilities:** The PGY3 resident will throughout the last year demonstrate the increasing ability to perform the EPA's in preparation for independent unsupervised practice and prepare for Certification with the ABIM. The resident will:

1. Manage care of patients with acute common diseases across multiple care settings
2. Manage care of patients with acute complex diseases across multiple care settings
3. Manage care of patients with chronic diseases across multiple settings
4. Provide age-appropriate screening and preventative care
5. Resuscitate, stabilize and care for the unstable or critically ill patients
6. Provide perioperative assessment and care
7. Provide general internal medicine consultation to nonmedical specialties
8. Manage transitions of care
9. Facilitate family meetings
10. Lead and work within inter-professional health care teams
11. Facilitate the learning and education of patients, family members, and members of your team
12. Enhance patient safety
13. Improve the quality of care at both the individual and systems level.
14. Advocate for individual patients
15. Demonstrate personal discipline and habits for a lifetime of learning
16. Demonstrate professional behavior

\_\_\_\_\_  
Signature (Internal Medicine Program Director)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPROVED BY GMEC: 03/23/20**

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