

GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____ 2021 by and between the **HOUSTON COUNTY HEALTH CARE AUTHORITY d/b/a SOUTHEAST HEALTH MEDICAL CENTER**, an Alabama health care authority (“Medical Center”), and _____, MD/DO (“**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. 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 (21) and sick days (5) 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 – The institution does not provide paid maternity, paternity or caregiver leave. However, eligible residents will be granted at least six (6) weeks of leave under the Family Medical Leave Act (FMLA). 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. 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 six (6) weeks of time away at least once during training, without exhausting all other allowed time away from training and without extending training. 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.
 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.
- 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 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.
 - 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 and program will provide residents such written policies and procedures.
3. **Duration of Appointment.** This Agreement shall be for a one-year term beginning July 01, 2022 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). 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 Internal Medicine's Resident Evaluation, Promotion and Dismissal policy if they have received such notice.

In addition to meeting promotional criteria, 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, within the first 18 months of training.

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.
 - c. Failure to successfully pass USMLE III or COMLEX III within the first 18 months of training.
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.

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.

- 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

, DO/MD - Resident

Date

Date

Program Director

Date

DRAFT