

## GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT

**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**”).

### 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, the 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 \$\_\_\_\_\_ annually 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 Mag Mutual. 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 have \_\_\_\_\_ weeks of vacation with pay during the training year inclusive of mandatory vacation time as designated by the Program Director. Vacation is not cumulative and must be used during the contract year.
- 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. Sick Leave at \_\_\_\_\_ days per year (non-cumulative)
  5. Education Leave at five (5) days during PGY2 or PGY3, with approval of Program Director
  6. Meals – Access to appropriate food services when on duty
  7. Call Rooms – In-house call rooms that are safe, quiet, and private
  8. Parking – Free parking provided by SAMC
  9. Leave of Absence, including parental leave – Provided per Medical Center policy. Internal Medicine residents are hereby advised that up to one month per academic year is permitted for time away from training, which includes vacation, illness, parental or family leave, or pregnancy-related disabilities. Training must be extended to make up any absences exceeding one month per year of training. 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. 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.
  10. Access to appropriate and confidential counseling, medical and psychological support services.
  11. 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.
  12. 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, 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 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 E of this Contract and Residency Policy Manual.
- B. To conform to Medical Center 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 they have 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.

3. **Duration of Appointment.** This Agreement shall be for a one-year term beginning *(insert start date)* and ending *(insert end date)* 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      to      *(or graduation criteria for PGY 3 contracts)* is provided as Attachment D. The determination is the responsibility of the Program Director. 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 the 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 D, residents must demonstrate satisfactory completion of United States Medical Licensing Examination (USMLE) II or Comprehensive Osteopathic Medical Licensing Examination of the United States (COMLEX) II in order to advance to the second year of residency training. Residents must successfully pass USMLE III or COMLEX III and demonstrate satisfactory performance in order to advance to the third year of residency 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.
    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 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 revoked, 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 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 Medical Center performs monthly checks 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).

- 7. Access to Records.** During the term of this Agreement and for a period of four (4) 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.

I acknowledge that I am participating in an academic training program and that the evaluations of my work and progress in my training area are an integral part of the training program. I agree that information resulting from such evaluations may be furnished by my residency training program to organizations to which I may apply for training, employment, or privileges.

**Southeast Health Medical Center**

**RESIDENT**

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



### **Attachments List**

Attachment A: MagMutual Policy

Attachment B: Accommodations for Disabilities Policy

Attachment C: Resident Benefits Policy

Attachment D: Resident Evaluation, Promotion and Dismissal Policy

Attachment E: Resident Job Description

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



**ATTACHMENT A**  
**Mag Mutual Policy**

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**POLICY NUMBER:** PSL 1500920 00  
**INSURED:** Houston County Health Care Authority

Houston County Health Care Authority  
1108 Ross Clark Cir.  
Dothan, Alabama 36301

INSURED



### IMPORTANT CLAIMS INFORMATION

When you joined MAG Mutual Insurance Company you joined the largest and strongest physician-owned and physician-led mutual insurer in the Southeast. Our primary mission is to defend you with all of our efforts and resources against medical professional liability claims so you can continue to focus on providing quality patient care.

As our policyholder/owner you have our promise that we will be here when you need us, working closely with you in all phases of your defense. We strongly believe, and our record shows, that your active participation in the claims process is vital.

To help us provide you the claims service you deserve, we ask that you promptly call our Claims Department in Birmingham at 888-892-5061 whenever:

- You think a potentially litigious situation has developed with a patient.
- You receive a notice of a lawsuit, an attorney request for records, a subpoena to release medical information or a patient letter expressing dissatisfaction or demanding compensation.

After we discuss your situation, we will ask for a summary of the care and treatment of the patient. Once a claim is reported, we will also need a copy of the patient's medical chart. Keeping us informed when these situations arise helps us prepare and use our resources more effectively for your defense.

We are very pleased that you are a policyholder and owner of MAG Mutual Insurance Company. Be assured we will do everything we can to meet our commitment to you.

Sincerely,



Matt Mitcham  
Senior Vice President, Claims

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**PRIVACY POLICY**  
**MAG MUTUAL INSURANCE COMPANY**

**Information We Collect** – In the course of our business, it is sometimes necessary to collect "nonpublic personal information" about people who seek insurance or financial services from us ("Customers"). We do not, however, collect any information unless it is required to serve our Customers and to conduct our business. We collect information from sources such as:

- Our Customers themselves;
- Consumer reporting agencies and other third parties authorized by a Customer to give us information (e.g., consumer reports, claims reports, medical reports and motor vehicle reports); and
- A Customer's transactions with us, our affiliates, and insurers or broker-dealers that we represent.

This Privacy Policy describes MAG Mutual's practices for protecting the personal information of our customers.

**Use and Disclosure of Customer Information** – We do not disclose any nonpublic personal information about our Customers or former Customers to anyone outside our organization, except to effect a transaction authorized by the Customer or as required by law. We may disclose such personal information to our affiliates:

- To complete financial transactions authorized by a Customer;
- To service, process or administer business operations such as accounting, underwriting and claims; and
- To identify other products and services that may be beneficial to a Customer.

**Sharing of Information with Service Providers** – From time to time, we may retain third parties to perform various support services for us. Such third parties may include insurance claims adjusters, attorneys, or mail houses. We may disclose limited amounts of Customer information to these parties so they

can perform their services, but we do not disclose any more information than is necessary.

**Medical Information** – If we receive a Customer's health information, we do not share such information with third parties or affiliates except as required to service the subject Customer's policy, account, claim or contract; for legitimate insurance functions; as allowed by applicable laws governing privacy of health records; or with the Customer's authorization.

**Confidentiality and Security of Customer's Information** – We go to great lengths to maintain the privacy and security of our Customers' personal information. We maintain physical, electronic and procedural safeguards to protect all the information we collect. We are careful to ensure that our employees follow strict policies and procedures to protect the confidentiality of our Customers' personal information, and our computer systems are configured in a way to prevent inappropriate access by third parties. Our employees are allowed access to a Customer's personal information only to the extent that they need to know that information to provide products or services to the Customer or for other legitimate business purposes.

**Accuracy of Information** – It is important to us to keep a Customer's information current and accurate. If you believe that our records are inaccurate or incomplete, please contact us at 1-800-282-4882. We will investigate your concerns and correct any inaccuracies.

**Changes to our Policy** – We do not foresee any reason to change our Privacy Policy, but business conditions may warrant a change from time to time. We will provide you with notice of any material or significant changes to the Policy before implementing them. If you have any questions about how we handle privacy and confidentiality issues, please contact us.

MAG Mutual  
MAG Mutual Insurance Company - MAG Mutual Insurance Agency, LLC  
Select Professional Underwriters, LLC - MAG Mutual Financial Services, Inc.  
Professional Security Insurance Company

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## MEDICAL PROFESSIONAL LIABILITY POLICY

This is a claims-made and reported policy.  
Please read it carefully to determine all of your rights and duties.  
All words in *italics* are defined in this policy.

Thank you for being a MAG Mutual policyholder. We strive to provide you with comprehensive protection for medical professional liability, resources to help improve patient safety, a strong defense and far-reaching customer benefits and service.

### I. Protecting You and Your Organization

We will protect you from *claims* first made and *incidents* first reported to us by you or your designated representative during the policy period and arising out of your *professional activities* during the *protected period*, provided that you comply with the conditions and *notification provisions* specified in this policy. We will protect you up to your selected *limits of liability*.

We will protect you from a wide variety of *claims* within the scope of your *professional activities*, including *claims* arising from:

- Clinical Trials*
- Contractual Liability*
- Electronic Media*
- Good Samaritan Acts*
- Informed Consent*
- Management of Medical Records and Personal Medical Information*
- Medical Director Administrative Services*
- Personal Injury*
- Quality Assurance*
- Refusal to Treat or Patient Abandonment*
- Supervision of Medical Students and Residents*
- Volunteer Work*

In order to protect your organization, we provide the following specified coverage:

- Cyber Liability (by endorsement)*
- Emergency First Aid*
- Limited Sexual Misconduct*
- Medical Office Premises Liability*
- Non-Medical Employees and Specified Medical Employees*
- Organization Shared Limit*

In addition, we will provide limited *regulatory defense* and in some circumstances reimbursement for civil regulatory fines and penalties. These proceedings include:

- Medicare/Medicaid Billing*
- Medical License, Clinical Privilege and Other Professional Administrative Actions*
- ADA*
- EMTALA*
- OSHA*
- Biomedical Waste Disposal*

## II. Your Duties Under This Policy

The person or organization to whom this policy is issued and who is listed in the "Policy issued to" section of the Declarations Page and you have special duties under this policy. You must:

- Pay the premium.
- Notify us in writing within 30 days if the medical practice changes.
- Keep accurate records of the information we need to calculate your premium. Send us copies of these records if we request them. We have the right to adjust premiums at any time based on rates and rating plans in effect at the time.
- Not conceal or fail to disclose important information, mislead us, or attempt to defraud or lie to us about any matter concerning this insurance or we may deny coverage under this policy.
- Not assign or turn over any interest or right related to this policy or coverage without our written consent.
- Preserve any right of recovery available to you or your organization from any third party. If we make a payment under this policy, that right of recovery will belong to us. If we recover more than we have paid, the excess, after expenses, will belong to whoever had the loss.
- Not sue us to recover under this policy unless you have complied with all of the policy terms and conditions. If you do sue us, you must do so within 12 months from the date that your liability to others has been determined, but in no event more than 3 years from the end of the policy period during which the dispute arises.

## III. Your Duties When a Claim Arises

If you are aware of a claim or incident which could lead to a claim, or if a claim is made against you or anyone for whose acts you are legally responsible, you must promptly notify us. You and any other covered person named in the claim must:

- Tell us the details of what happened and provide us with the names and addresses of any injured people and any witnesses.
- Immediately send us all documents related to a lawsuit or notice of intent to sue and keep a copy of what you send us. If you fail to do this, the lawsuit or notice of intent may go into default. We will not pay a default judgment against you or any other covered person or entity because of your failure to timely deliver legal documents to us.
- Cooperate fully in defending the claim and assisting us to secure and present evidence, prepare for and attend depositions, meetings, hearings, trials, motions or appeals or assisting us with any other reasonable act or undertaking for the defense of the claim.
- Not voluntarily make any payments, assume any obligations, or incur any expenses without our consent. If you do, we will not reimburse you, even if the cost would be covered by this policy.
- Refrain from meeting with any attorney, or giving statements or depositions with respect to any professional activities without first notifying us.

If you fail to comply with your duties under this section, your failure could seriously impair our ability to appropriately defend your claim and we may deny coverage for the claim under this policy for you and for your organization.

## IV. A Strong Defense

We promise to provide you with the strongest defense we can.

We will pay all expenses and costs we incur defending you in a covered claim. None of these payments will reduce your limits of liability. Our obligation to provide you with a defense ends once your each loss limit or your aggregate limit has been exhausted.



Our Strong Defense includes our payment for:

- All reasonable attorneys' fees and costs. We have the right to select the attorney from our panel of experienced and reputable medical professional liability defense attorneys to defend you. You may separately choose your own personal attorney to advise you, but we will not pay for the fees for your separate personal counsel.
- Post judgment interest accruing by law on that part of the judgment that does not exceed your limits of liability and before we have deposited our portion of the judgment into the court.
- The cost of an appeal bond or a bond to release property being used to secure a legal obligation which arises out of a covered claim. We will pay premiums for bonds valued up to your each loss limit.
- All reasonable expenses you incur at our request while helping us to investigate or defend a claim against you. We will reimburse you for lost earnings up to \$1,000 a day for your attendance at trial, but we will not pay for any additional lost earnings.

#### V. Far-reaching Customer Service

We strive to provide you with the most far-reaching customer service in the industry. As a policyholder you will enjoy the following benefits:

##### A. Leave of Absence Benefit

You may take a leave of absence from the practice of medicine for any reason up to a total of twelve (12) months. We will waive your premium payments during your leave(s). The leave of absence must be for a continuous period of more than 45 days. You must have been continuously insured with us for at least one year immediately preceding the leave of absence. The most we will allow for the sum of all leaves of absence while you are insured is twelve months. You cannot employ a locum tenens substitute while taking advantage of this benefit. You must notify us immediately if a covered individual is no longer intending to practice medicine or if the individual is no longer employed by or contracted with the covered organization and you must notify us upon your return to practice.

##### B. Temporary Coverage for New Physicians

We will cover a new, licensed physician who becomes a partner, associate or employee of your professional organization for a period of 30 days during the policy period if you notify us of the new physician and submit an application within fifteen days of his or her becoming a partner, associate or employee. For these 30 days, the limits of liability for the new physician are the lower of your limits of liability or \$1,000,000 each loss limit and \$3,000,000 aggregate limit regardless of your limits of liability as stated on the Declarations Page. The new physician's retroactive date shall be the date of his or her employment and is limited to professional activities within his or her scope of employment with you.

##### C. Locum Tenens

We will cover a licensed physician who is temporarily substituting for you, or non-physician who is substituting for one of your covered employees, due to a non-routine absence up to 60 days during the policy period. This coverage is applicable only if the contract with the temporary substitute specifies that you will provide insurance coverage. The substitute must have the same license and qualifications as the person he or she is substituting for. You cannot claim a "Leave of Absence Benefit" and employ a locum tenens physician.

##### D. Optional Reporting Endorsement

Your coverage may end because you or we choose to cancel or not renew it. If this happens, you have the right to buy an optional reporting endorsement that extends the time for reporting claims. If you owe us premium at termination, you must first pay us the premium owed before you can exercise your right to buy this endorsement. To be covered under the reporting endorsement, a claim must: (a) result from your professional activity provided or withheld during the protected period, and (b) be reported to us by you for the first time while the reporting endorsement is in effect. Your written request and premium payment for this reporting endorsement must be made within 30 days after your coverage ends. The premium will be based on the rules and rating plans we are using on the first day of the current policy period. This option may be exercised by any protected person or organization on behalf of another.

#### E. Retirement Benefit

We will issue you a reporting endorsement without requiring the payment of any additional premium if: (1) you are at least 50 years old; (2) you have totally and permanently retired from the practice of medicine; and, (3) you have been continuously insured with us for at least one year immediately preceding your retirement. To receive this benefit you must have met your premium payment obligations and you must notify us in writing of your intention to totally and permanently retire from the practice of medicine. If you return to the practice of medicine within two years of your retirement, you must pay a premium for the reporting endorsement or reinstate claims-made coverage with us. This benefit does not apply to reporting endorsements for organizations.

#### F. Death or Disability Benefit

We will issue the reporting endorsement without requiring the payment of any additional premium if you die or become disabled while this policy is in effect. By disability, we mean total and permanent disability resulting in your complete inability to practice medicine due to sickness or injury while your Policy is in effect. If you have tested positive for a permanent, incurable infectious disease and decide to fully retire from the practice of medicine, you are eligible for this benefit. If you recover from total and permanent disability and return to the practice of medicine, either full-time or part-time, you may apply for reinstatement of your policy.

#### G. Policy Changes

We may make changes in our standard insurance policy forms from time to time. While your policy is in effect, you will automatically receive the benefit of any broadened coverage, if we can make the changes to your policy without increasing your premium. If we make changes which are more restrictive, you will not be affected until your policy is renewed. We will notify the individual or organization listed under "Policy issued to" section of the Declarations Page of the more restrictive changes 45 days before they become effective under your renewal policy. Otherwise, this policy can only be changed by a written endorsement which we make a part of the policy. Nothing else will change this policy, waive any of its terms or stop us from asserting any of our rights under it.

### VI. General Rules

#### A. Consent to Settle

We will not settle any claim against you without your consent unless otherwise provided in this policy or its endorsements or unless your consent to settle is prohibited under your state's law. Consent to settle a claim within your limits of liability is not required if you are deceased, have been adjudicated incompetent, or your license to practice medicine has been suspended or revoked. We will not settle a claim against a covered organization or non-physician employee, without the consent of the individual designated by the organization listed in the "Policy issued to" section of the Declarations Page. Your failure to provide timely consent may prevent us from resolving your claim within your policy limits and could result in damages in excess of your policy limits.

#### B. State Law

This policy is issued according to laws of the state shown in the mailing address of the person or organization to whom this policy is issued as shown on the Declarations Page. Any part of this policy that conflicts with the law in that state is automatically changed to conform to that law.

#### C. Other Insurance

Insurance under this policy is excess of and payable only after all other valid insurance and self-insurance limits of coverage have been exhausted. If all other valid insurance and self-insurance limits of coverage are excess, we will pay that portion of your loss which the each loss limit of your coverage under this policy is to the total of all limits that apply, but we will not pay more than your limits of liability.

## VII. Defined Terms

A. *Claim* - Must be made by or on behalf of a patient and includes a civil lawsuit, notice of a civil lawsuit or notice of an intention to hold you responsible for damages for an *incident* covered by this Policy. The lawsuit or threatened action against you must be filed, or intended to be filed, in the United States of America, its territories or possessions, or Canada.

B. *Clinical Trials* - A patient's participation in FDA compliant clinical trials or clinical trials under approved IRB protocols conducted by you. But we will not provide coverage for *claims* arising out of a defect, deficiency, inadequacy or dangerous condition in a product under clinical trial investigation.

C. *Contractual Liability* - Written contracts in which you agree to indemnify and hold harmless a healthcare entity for its expenses resulting solely from your alleged negligent providing, or failing to provide, medical professional services to your patients. But the healthcare entity does not become an insured under this policy even if you agree to this in the contract. Healthcare entity means an organization whose primary purpose is to provide healthcare services to patients, including hospitals, community health clinics, outpatient medical entities, health maintenance organizations and other managed healthcare organizations. Healthcare entities do not include federal, state, county and municipal governmental entities, insurance companies, skilled nursing or assisted living facilities, nor any entity whose primary business activity is not the delivery of healthcare services to patients. Regardless of the terms of your contract with the healthcare entity, we will not cover any *claims* for damages or indemnification incurred by the healthcare entity: (1) when you were not solely negligent; (2) incurred by the healthcare entity arising out of its own or others' alleged negligence; or, (3) incurred by the healthcare entity for *claims* for which you are not covered under this policy.

D. *Electronic Media - Professional activity* through Internet based (including e-mail), interactive teleconferencing, interactive videoconferencing or other electronic media in those states in which you are properly licensed or otherwise authorized as a medical professional. We will not cover you for any *claims* for services provided by persons not covered by this policy.

E. *Emergency First Aid Coverage* - Reimbursement for out-of-pocket expenses up to \$5,000 for each person for emergency medical expenses due to a bodily injury caused by an accident in your medical office or outpatient surgical premises, regardless of fault. We will not reimburse emergency medical expenses for you, your employees or physician associates.

F. *Good Samaritan Acts - Professional activity* which is provided at the scene of an accident or emergency.

G. *Incident* - An act or omission, resulting in injury or death arising from a *professional activity* provided by you to one of your patients. Such act or omission, together with all related acts or omissions resulting in injury or death that are continued or repeated treatment of the same patient's medical condition, shall constitute one *incident*.

H. *Informed Consent* - Allegations that you failed to obtain valid informed consent.

I. *Limits of Liability* - Two limits apply to this policy. These limits are shown on the Declarations Page and apply separately to each person listed in the "Who Is Protected" section of the Declarations Page.

- *Each Loss Limit.* This is the most we will pay for any one loss. By loss, we mean all covered *claims* resulting from an *incident*, regardless of the number of persons injured, *claims* made, claimants making *claims*, or subsequent related *claims*. Injuries to separate patients (such as with obstetrical injuries to both mother and baby) are considered separate losses, and separate *each loss limits* apply. Any derivative *claims* from family members or estates share in the *each loss limit* that applies to the injured patient. Punitive damages, if assessed as part of a judgment against you for a *claim* covered by this policy and if our payment of punitive damages is not otherwise prohibited under your state's law, will share in the *each loss limit*. Prejudgment interest awarded against you on that part of the judgment that we pay on your behalf will also share in the *each loss limit*. Payments for derivative *claims*, punitive damages and prejudgment interest do not increase your *limits of liability*.
- *Aggregate Limit.* This is the most we will pay for the sum of all *claims* made during the policy period.
- We will not provide any further payments for a loss after your *each loss limit* has been exhausted for that loss. If your *aggregate limit* is exhausted, your coverage for pending losses ends, but you may apply for a new policy for an additional premium.



**J. Management of Medical Records and Personal Medical Information - Claims** arising out of your management of a patient's medical records; patient privacy issues; disclosure of confidential personal health information, including *claims* for alleged HIPAA violations; your placing, or causing to be placed, erroneous information in a medical record; or, for relying on erroneous or false information in a medical record. However, we will not pay damages under this coverage section for any disclosure of medical information which is a result of a breach of your computer or other electronic information system.

**K. Medical Director Administrative Services - Coverage** for your activities as a Medical Director of a healthcare entity, whose primary purpose is to provide healthcare services to patients, pursuant to a valid written agreement with such entity. We will cover *claims* arising out of your administrative services which are solely administrative in nature and performed for a healthcare entity pursuant to your written agreement, such as developing staffing plans, providing recommendations to others regarding equipment purchase and maintenance, development of clinical protocols, or providing guidance on *quality assurance*. Under this section, we will not cover you for *claims* arising out of your professional activities, or for *claims* you may incur arising out of your direction or supervision of others regarding healthcare delivered to any person, or for *claims* related to access to, limitation or denial of healthcare to any person. The healthcare entity for which you provide administrative services as a Medical Director is not an insured under this policy.

**L. Medical Office Premises Liability Coverage.** Coverage for *claims* arising from property damage or bodily injury to your patients caused by an accident as a result of your ownership, maintenance, or occupancy of your medical office.

**M. Non-Medical Employees and Specified Medical Employees - Coverage** for your non-medical employees, certain specified medical employees who are added by endorsement, and your chief administrative employee while acting in the scope of their employment and while under your supervision. These employees share in your *limits of liability*. The following employees are not covered by this Policy unless they are added to your policy by endorsement:

- physician/surgeon assistants
- certified nurse practitioners
- nurse midwives
- medical doctors
- osteopaths
- podiatrists
- chiropractors
- dentists
- psychologists
- employees covered by a Separate Limits Endorsement

This coverage does not increase your *limits of liability*. These employees share the professional organization *limits of liability*. If no professional organization is insured, these employees share your *limits of liability*.

**N. Notification Provision - A claim or incident** must meet two requirements to be covered under this policy; (a) it must be reported to us by you for the first time during this policy period, and (b) it must be the result of your *professional activity* which took place on or after your retroactive date. No *claims* or *incidents* reported to a previous insurer or reported to us during a prior policy period may be made in this policy period. Any subsequent *claims* related to a previously reported *claim* are considered to have been made on the same date that the previous *claim* was reported even if the subsequent *claim* is reported in a different policy period.

**O. Organization Shared Limit - Coverage** for your professional organization for *claims* arising from your *professional activities*. Your professional organization will share in your *limits of liability*. You may apply for separate *limits of liability* for your organization and if you do so the coverage will be added by an endorsement.

**P. Personal Injury - Personal injuries** to your patients resulting from allegations of (1) false arrest, detention or imprisonment; (2) libel, slander or defamation; (3) violation of privacy rights; and, (4) mental anguish, shock or humiliation. This coverage does not include *claims* resulting from your sexual misconduct.

**Q. Professional Activity - Providing or failing to provide medical professional services** by you to a patient, including referrals to or consultations with a physician, surgeon or health care provider. *Professional activity* also includes your vicarious liability for providing or failing to provide medical professional services to a patient, but does not include your vicarious liability for other physicians or surgeons. *Professional activity* includes *claims* for civil damages resulting from



your violation of laws governing the standards of care in your medical practice and your duties to your patients, but it does not include *claims* for any acts which are in violation of any other law, statute, ordinance or regulation, including but not limited to willful destruction, alteration or falsification of medical records except as may be provided in defense costs coverage. *Professional activity* includes medical professional services provided or withheld in any jurisdiction in which you are properly licensed as a medical professional.

R. *Protected Period* - The period beginning on your retroactive date and ending on the termination date of your policy.

S. *Quality Assurance* - Your participation as a member, witness or advisor to a formal credentialing, peer review or quality assurance board or committee formed for the purpose of improving patient safety or the quality of healthcare. This does not include your compensated services to an organization which reviews utilization, necessity, and treatment issues for controlling healthcare costs, unless added by endorsement.

T. *Refusal to Treat or Patient Abandonment* - Allegations of wrongful transfer, refusal to treat or to accept a person as a patient, or for wrongful termination or abandonment of the care and treatment of a patient including *claims* for alleged violations of the Emergency Medical Treatment and Active Labor Act (EMTALA).

U. *Regulatory Defense* - The limits of coverage under this section are specified on the Declarations Page. The per event limit of coverage applies regardless of the number of claimants, providers or billing charges involved in that same event. By event, we mean an investigation, claim or proceeding. The policy aggregate is the most we will pay for all coverages combined during the policy period.

- *Medicare and Medicaid Billing* - Defense costs and reimbursement for civil regulatory fines and penalties (as allowed by law) for audits, investigations, actions or administrative proceedings brought against you by a government entity or resulting from a civil lawsuit filed by a qui tam plaintiff alleging non-fraudulent violations of Medicare or Medicaid laws or regulations relating to reimbursement for medical services. Coverage does not include a criminal proceeding. Coverage is subject to a retention as specified on the Declaration Page.
- *Medical License, Clinical Privileges and Other Professional Administrative Actions* - Defense costs for any investigation, hearing, formal action or administrative proceeding brought against you by any licensing board, hospital board, healthcare organization, peer review organization, or regulatory authority which arises out of a covered claim or a patient complaint about your professional activities.
- *ADA* - Defense costs and civil reimbursement for regulatory fines and penalties (as allowed by law) for patient claims arising out of the Americans with Disabilities Act (ADA) regarding accessibility or construction of your medical office or the alleged refusal to provide medical services or treatment to a disabled person.
- *EMTALA* - Defense costs and reimbursement for civil regulatory fines and penalties (as allowed by law) brought against you by a government entity alleging violations of the Emergency Medical Treatment and Labor Act (EMTALA).
- *OSHA* - Defense costs and reimbursement for civil regulatory fines and penalties (as allowed by law) for any investigation by the Occupational Safety and Health Administration (OSHA) for the purpose of determining deficiencies in your office practice.
- *Biomedical Waste Disposal* - Defense costs and civil regulatory fines and penalties (as allowed by law) for property damage or personal injury claims resulting from your biomedical waste disposal. Biomedical waste does not include hazardous or radioactive waste. This section does not apply to the cost of monitoring, cleaning up, containing or treating any biomedical, hazardous or radioactive waste.

V. *Sexual Misconduct* - Any sexual act, intimacy, assault, molestation, harassment, exploitation, or any treatment, procedure, conduct or behavior which is considered by a reasonable person to be undue sexual familiarity.


- *Limited Sexual Misconduct Coverage* - Coverage for vicarious liability claims against your professional organization for the sexual misconduct of a covered person, but only if two or more physicians belong to your organization. We will not cover claims against the organization if only one physician is a member. We will not cover the physician for claims of sexual misconduct and will not cover any claims arising out of sexual misconduct against employees. All acts of sexual misconduct toward one person will be considered to be one loss. This coverage does not apply to sexual misconduct which occurred after management knew, or reasonably should have known, and failed to promptly investigate, or investigated but failed to act to stop such sexual misconduct.
- *Sexual Misconduct Defense* - Defense costs coverage for claims arising out of your alleged sexual misconduct with your patients who are not your employees. We will not pay any judgment, settlement, fine, or penalty resulting wholly or partially from your sexual misconduct, even if it is contended that the sexual misconduct occurred in the course of your professional activities.

W. *Supervision of Medical Students and Residents* - Your vicarious liability for providing, or failing to provide, medical professional services by any medical students or residents under your supervision while acting within the scope of a program approved by their educational institution.

X. *Volunteer Work* - Professional activity done at the request of a hospital, school, religious entity, non-profit organization or state or local government agency, for which you and the requesting group or organization do not, and do not expect to, receive any compensation.

Y. *We, us, our or the company* - MAG Mutual Insurance Company.

Z. *You, your, and yours* - Each person listed in the "Who Is Protected" section of the Declarations Page.

  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Secretary

3535 Piedmont Road NE, Bldg 14-Suite 1000  
Atlanta, GA 30305-1518  
(404) 842-5600 (800) 282-4882

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**This endorsement changes your policy. Please read it carefully.**

Policy issued to: Houston County Health Care Authority

Endorsement issue date: 07/27/2017

Policy number: PSL 1500920 00

Endorsement effective date: 07/01/2017

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**MUTUAL INSURANCE COMPANY  
PROVISIONS**

**Mutual insurance company**

Mutual insurance companies have special rules which govern their organization, membership, and insurance policies. The following rules apply to and are a part of this policy:

(1) This policy is nonassessable.

(2) The person or entity listed in the "Policy Issued To" section of the Declarations Page is a member of the Company and, as such, entitled to vote, either in person or by proxy, at any and all member meetings of the Company. No member may cast more than one vote at such meeting. The annual meeting of members will be held each year upon such date, time and place as may be determined by the Company's Board of Directors. Notice of the date, time and place of the annual meeting will be sent to all members according to applicable laws.

(3) This policy is participating with respect to any distribution of dividends to the extent and in the manner such dividends may be declared by our Board of Directors. Any distribution of dividends will be made to the individual or organization to whom this policy is issued and who is listed under the "Policy issued to" section of the Declarations Page.

**Other terms**

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

PS-MP, Ed 04/16

INSURED

07/28/17  
Page 1 of 1



**This endorsement changes your policy. Please read it carefully.**

Policy issued to: Houston County Health Care Authority

Endorsement issue date: 07/27/2017

Policy number: PSL 1500920 00

Endorsement effective date: 07/01/2017

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**ALABAMA**  
**CANCELLATION ENDORSEMENT**

**What this endorsement does**

**Cancellation provisions**

*You can cancel this policy in whole or in part at any time. We can also cancel this policy, but our right to cancel has some restrictions which are described below.*

**How you can cancel.** To cancel this policy or any part of it, *you* must deliver the policy, or the part *you* want canceled to *us* or any of our authorized agents. If this is not possible, notify *us* in writing and include the future date *you* want coverage to end. Upon our receipt of written notice of cancellation, we may waive the future date requirement by confirming the date and time of cancellation in writing to the person named in the "Policy issued to" section of the Declarations Page. *You* will get a refund for the unused premium, calculated according to short-rate tables or formulas in our rating plan filed with the Commissioner of Insurance.

**How we can cancel if you do not pay your premium.** If *you* fail to pay any premium when due, we can cancel *your* policy. If we cancel for this reason, we will mail or deliver a written cancellation notice to *you* at least 10 days before *your* coverage will end.

**How we can cancel for other reasons.** We can also cancel this policy for any reason other than nonpayment of premium. If we do, we will mail a written cancellation notice to *you*.

If *your* policy has been in effect less than 60 days, we will mail this notice at least 10 days before *your* coverage will end.

If *your* policy is a renewal or has been in effect 60 days or more, we will mail this notice at least 45 days before *your* coverage will end.

**Mailing the cancellation notice - unused premium.** Mailing of this notice to the last known address of the individual or organization listed under "Policy issued to" will be proof *you* were notified of the cancellation. As soon as possible, we will return any unused premium, calculated on a daily pro-rata basis. However, the cancellation will be effective whether or not *you* have been paid or offered the unused premium.

**Other terms**

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

PS-CAN-AL, Ed 01/14

INSURED

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**This endorsement changes your policy. Please read it carefully.**

Policy issued to: Houston County Health Care Authority

Endorsement issue date: 07/27/2017

Policy number: PSL 1500920 00

Endorsement effective date: 07/01/2017

#### **EXCLUSION FOR BARIATRIC SURGERY AMENDATORY ENDORSEMENT**

##### **What this endorsement does**

This endorsement excludes bariatric surgical procedures for the treatment of obesity.

We will not cover you or your organization for any claims for civil damages resulting from or in connection with your direct or vicarious liability for providing bariatric surgical procedures for the treatment of obesity or assisting with such surgical procedures including but not limited to gastric banding, vertical banded gastroplasty, laparoscopic adjustable gastric banding (LAGB), jejunoileal bypass, biliopancreatic diversion (BPD), Roux-en-Y gastric bypass and other open or laparoscopic bariatric surgical procedures for the treatment of obesity.

This exclusion does NOT apply:

- (1) To your direct or vicarious liability as a physician or surgeon supporting, rather than performing, the surgical procedure. For example, we will provide coverage to Anesthesiologists, Cardiologists and other specialties providing support services during the surgical procedure; or
- (2) To your direct or vicarious liability for providing or failing to provide emergency corrective surgery to bariatric patients of other surgeons; or
- (3) To your direct or vicarious liability for providing or failing to provide follow-up medical or surgical services on an on-call or coverage basis to bariatric patients of other surgeons.

##### **Other terms**

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

**Important: If you intend to perform bariatric surgical procedures for the treatment of obesity, please contact your agent or The Company immediately so that we might make special underwriting arrangements for your insurance coverage.**



**This endorsement changes your policy. Please read it carefully.**

Policy issued to: Houston County Health Care Authority

Endorsement issue date: 07/27/2017

Policy number: PSL 1500820 00

Endorsement effective date: 07/01/2017

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#### **CHANGE ENDORSEMENT**

##### **What this endorsement does**

If we cancel this policy, we will mail a written notice of cancellation to you at least ninety (90) days before your coverage will end.

##### **Other terms**

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

PS-CHGGE, Ed 01/14

INSURED

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Page 1 of 1



**This endorsement changes your policy. Please read it carefully.**

Policy issued to: Houston County Health Care Authority

Endorsement issue date: 07/27/2017

Policy number: PSL 1500920 00

Endorsement effective date: 07/01/2017

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#### **CONSENT-TO-SETTLE ENDORSEMENT**

##### **What this endorsement does**

This endorsement modifies the Consent to Settle provision of the **General Rules** section.

We will not settle any *claim* against you without the consent of the Chief Financial Officer for Houston Health Care Authority of the entity or organization listed in the "Policy issued to" section of the Declarations Page.

##### **Other terms**

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

PS-CHG02, Ed 01/14

INSURED

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Page 1 of 1





**This endorsement changes your policy. Please read it carefully.**

Policy issued to: Houston County Health Care Authority

Endorsement issue date: 07/27/2017

Policy number: PSL 1500920 00

Endorsement effective date: 07/01/2017

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#### **CYBER LIABILITY ENDORSEMENT**

##### **What this endorsement does**

This endorsement provides Cyber liability coverage.

We will provide defense and reimbursement for civil regulatory fines and penalties (as allowed by law) within the applicable limits of coverage as listed below for claims resulting from a breach of confidential patient financial or medical information, provided such data breach occurred in or on your computer system or other electronic information system for which you are legally responsible including data maintained by outsourced service providers.

For all Cyber liability coverage combined, including defense costs, the most we will pay for any one claim is \$50,000. The most we will pay for all claims reported during the policy period is \$50,000. The Limits of coverage on the Declarations page do not apply to this coverage section.

**Data breach response.** We will cover your expenses for any forensic investigation, public relations, customer notification, credit monitoring and identity restoration services relating to your response to a breach of confidential patient electronic financial or medical information.

**Data breach regulatory defense-only coverage.** We will defend you during, and provide reimbursement for civil regulatory fines and penalties resulting from, an investigation by any federal, state or local governmental or regulatory agency or authority resulting from a covered breach of confidential patient electronic financial or medical information, including but not limited to, alleged violations of Red Flags, HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act.

**Electronic patient information disclosure defense-only coverage.** We will defend you against claims for civil damages brought by or on behalf of your patients resulting from the wrongful or unauthorized disclosure of confidential or privileged electronic patient financial or medical information to persons who are not otherwise entitled to such information.

##### **Other terms**

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

PS-CYBER, Ed 01/14

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**This endorsement changes your policy. Please read it carefully.**

Policy issued to: Houston County Health Care Authority

Endorsement issue date: 07/27/2017

Policy number: PSL 1500920 00

Endorsement effective date: 07/01/2017

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#### **LARGE CLINIC ENDORSEMENT**

##### **What this endorsement does**

This endorsement provides coverage for certain persons while they were employed by the Policyholder.

In consideration of the premium charged:

We will also cover previously employed physicians, osteopaths and *non-medical employees and specified medical employees*. These physicians and employees are only covered for *professional activities* during the period they were employed by the Policyholder, and while acting in the scope of their employment for the Policyholder.

##### **Other conditions**

Upon cancellation or nonrenewal of this policy for any reason by either *you* or the *Company*, coverage for all past and present employees, contractors, and the organization terminates unless the **Optional Reporting Endorsement** is purchased within 30 days of the effective date of cancellation. If *you* exercise *your* right to purchase the **Optional Reporting Endorsement**, the premium will be based on the average number of physicians and employees on *your* policy for the last two years.

##### **Other terms**

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

PS-LC, Ed 01/14

INSURED

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**This endorsement changes your policy. Please read it carefully.**

Policy issued to: Houston County Health Care Authority

Endorsement issue date: 07/27/2017

Policy number: PSL 1500920 00

Endorsement effective date: 07/01/2017

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**OWNERS CIRCLE BENEFIT ELIGIBILITY  
ENDORSEMENT**

**What this endorsement does**

This endorsement amends your policy by adding the following benefit.

**Owners Circle Plan Description**

The MAG Mutual Insurance Company Owners Circle is a benefit program designed to reward policyholders that remain insured with the Company. At the sole discretion of the Board of Directors, money will be credited to the policy account based upon the premium for each eligible participant. Account distributions are made as participants reach the qualifying events of retirement, death or disability, as defined in the policy. If an eligible participant or policyholder leaves the Company for any reason other than a qualifying event, including non-renewal or cancellation by the Company, the amount in the account is forfeited for that participant or policyholder.

**Owners Circle Eligibility**

This policy is eligible to participate in the Owners Circle plan to the extent and on the terms as may be declared by the MAG Mutual Insurance Company Board of Directors. Credits to the Owners Circle accounts will be based upon the premium for eligible participants listed in the "Who's protected" section of the Declarations Page.

Eligible participants under the Owners Circle plan do not include physicians insured on slot rating, temporary additional insureds, shared and separate limit employees and locum tenens physicians.

Owners Circle account distributions are subject to the eligible participants remaining continually insured on the policy until qualifying for retirement, death or disability benefits as specified in the policy. Distributions of Owners Circle account proceeds will be made to the party listed in the "Policy issued to" section of the Declarations Page.

Account distributions are not guaranteed. Owners Circle account funds remain an asset of MAG Mutual Insurance Company and are subordinate to the Company's obligations to policyholders and creditors.

**Other terms**

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

PS-OC, Ed 01/14

INSURED

07/28/17  
Page 1 of 1



**This endorsement changes your policy. Please read it carefully.**

Policy issued to: Houston County Health Care Authority

Endorsement issue date: 07/27/2017

Policy number: PSL 1500920 00

Endorsement effective date: 07/01/2017

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#### **BLANKET EMPLOYEE FOR SEPARATE LIMIT ORGANIZATION ENDORSEMENT**

##### **What this endorsement does**

This endorsement extends coverage to *your* medical employees described below. But we will cover these employees only while acting within the scope of their employment for *you* and while under *your* supervision.

##### **Who is covered**

All employees except:

- nurse midwives
- employees listed in the "Who is Protected" section of the Employee Separate Limits Endorsement
- medical doctors
- osteopaths
- podiatrists
- chiropractors
- dentists

##### **Your Limits of liability**

This endorsement does not increase *your limits of liability*. These employees share the organization *limits of liability*.

##### **Other terms**

We will extend the period for reporting *claims* for covered employees who terminate, but only while this endorsement and this policy are in effect.

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

PS-SEP, Ed 06/14

INSURED

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**This endorsement changes your policy. Please read it carefully.**

Policy issued to: Houston County Health Care Authority

Endorsement issue date: 07/27/2017

Policy number: PSL 1500920 00

Endorsement effective date: 07/01/2017

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#### ENDORSEMENT

##### What this endorsement does

At your request, this endorsement modifies coverage provided by PS-LC (Large Clinic Endorsement)

PS-LC has been amended to include coverage for the prior acts of the physicians employed by the Policyholder for professional activities on or after their respective retroactive dates which include professional activities outside of their employment by the Policyholder. However, unless approved by the Policyholder's CEO or CFO, no coverage will be provided under this policy for employed physicians' professional activities outside of the scope of duties on behalf of the Policyholder, subsequent to the date each employed physician was first listed in the Who is Protected section of the Policyholder's initial term or any subsequent renewal.

##### Other terms

This endorsement forms a part of the Medical Professional Liability Insurance Policy and is subject to all of its other terms, conditions and exclusions.

PS-RESGE, Ed 01/14

INSURED

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## Attachment B

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**TITLE: ACCOMMODATIONS FOR DISABILITIES****Number: 16**

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
- Perform documentation procedures, such as chart dictation and other paperwork, in a timely fashion
- Manage 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

Related Policies: Human Resources; Equal Opportunity; House-wide Manual

**APPROVED BY GMEC: 02/10/2016 [update?]**

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Designated Institutional Official

## Attachment C

**TITLE: RESIDENT BENEFITS****Number: 31****Resident Salary**

Salaries for each postgraduate year are based on the budget of the Southeast Alabama Medical Center, with review and comment by the 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 policies have 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 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 Hospital for the postgraduate year of training.

Level	Annual Salary
PGY 1	\$54,000
PGY 2	\$56,000
PGY 3	\$58,000

A comprehensive benefits program is provided for residents enrolled in 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.

**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 Bradford Health Services to provide prompt, confidential help with a range of personal and family issues. Free benefits include:

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

Residents may call and make an appointment within three days or speak with a counselor that day. 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.

**Wellness Program**

SAMC offers a Wellness Program to provide you with the resources to make positive and permanent lifestyle changes. If you meet the requirements of the Wellness Works program, SAMC will provide a Health Reimbursement Account (HRA) contribution to assist you with your out of pocket expenses.

**Vacation and Leave of Absence**

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 Alabama Medical Center (SAMC) holidays are not automatically observed as time off for residents. As specified below, leave will be paid or unpaid depending on the circumstances.

Required Notice: In addition to formal requests to the program, a SAMC Leave Request Form must be compiled for all leaves of absence of five days or more (with the exception of regular vacation time) and submitted to the Program Director. 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 leave is unforeseeable, the request should be submitted as soon as possible. Taking leave without prior notification to and approval from the Program Director may be grounds for immediate dismissal.

Effects of Leave on Program Completion and/or Board Eligibility: The Program Director must provide residents with a written statement regarding the effect of leaves of absence, for any reason, on satisfying the requirements of their Residency Review Committee and/or specialty board for completion of a residency, as well as information relating to access to eligibility for certification by the relevant certifying board. 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.



Coverage During Leave: It is the responsibility of the Program Director to assure that appropriate coverage by colleague residents and/or faculty of the respective department is provided as required during the resident's leave of absence. In arranging for such coverage, departmental policies concerning resident duty hours shall apply.

Vacation Leave: Post Graduate Year (PGY)-1 residents will receive ten (10) days of paid vacation per year, and PGY-2 residents and above will receive fifteen (15) 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 appointment period. 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, but sick leave does carry over to the next appointment year if applicable.

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 and GME Office prior to the anticipated leave date. 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. (5 days during PGY 2 and PGY 3)

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 without pay 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: A husband or wife 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 provide 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 Human Resources.
- 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 he/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. 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 may be required to pay the resident's portions 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 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.



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.

### **Professional Liability Insurance**

Residents, who are employees of SAMC are insured for professional liability while acting within the scope of their residency employment. Coverage is provided by MagMutual 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 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 2016 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 2016: \$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 SAMC personnel is in operation on the SAMC campus. 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 SAMC premises. Patrol of the facilities, unlocking doors escort to vehicles, assisting with cars that will not start at night, helping with flat tires, lost and found department, and general response to problems are part of the assistance provided by SAMC Security.

**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 SAMC campus and is available to SAMC employees for a reduced membership fee.

**Lab Coats**

Residents are issued 2 white coats for their PGY 1 year and one each for PGY 2 and 3.

<http://inside/HumanResources/Shared%20Documents/Benefits/2016%20Benefit%20Guide.pdf>

**APPROVED BY GMEC:** 3/22/17

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Designated Institutional Official

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Internal Medicine Program Director

## Attachment D

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**TITLE: RESIDENT, EVALUATION, PROMOTION AND DISMISSAL Number: 8**

1. Each residency program is responsible for implementing policies and procedures for addressing resident evaluation, promotion, and dismissal based upon the Southeast Alabama Medical Center (SAMC) 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.

- **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 Medical Staff, 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).
7. The residents have a right to appeal decisions as outlined in the Resident Due Process policy, and this policy supersedes SAMC problem resolution policy applicable to non-resident employees.

**APPROVED BY GMEC: 02/10/2016 [update?]**

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Designated Institutional Official

## Attachment E

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**TITLE:        RESIDENT JOB DESCRIPTION        Number:    35**

**Summary:**

All residents of the Southeast Alabama Medical Center Internal Medicine Program are employees of Southeast Alabama Medical Group and must abide by SAMG 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.



- 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 SAMC Internal Medicine Residency Program Resident Supervision Policy (SAMC GME Policy #34). 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 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 literatures 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 history 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.

**PGY2 Residents**

**Level of Supervision Required:** The PGY2 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 PGY1 residents.

**Knowledge:** Same as for the PGY1 residents. Expand the knowledge base to the PGY2 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 PGY1 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 SAMC.

## **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 life time of learning
16. Demonstrate professional behavior



Internal Medicine Residency Program Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date