



## RESIDENT AGREEMENT

This agreement is entered into the \_\_\_ day of \_\_\_ between the Jackson Hospital on behalf of Jackson Hospital & Clinic Family Medicine Residency Program (“Hospital”), and \_\_\_\_\_ (“Resident”). Hospital wishes to appoint the Resident as a postgraduate year \_\_\_\_\_ resident in the \_\_\_\_\_. Program and Resident wishes to accept such appointment. Therefore, the parties hereto agree as follows:

- I. **Term of Agreement.** Unless earlier terminated in accordance with this agreement, the term of the Resident’s appointment is one year commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_. All Resident will have ten (10) days from the time they receive their Agreement or Annual Reappointment letter to sign and return the document to the Program Coordinator.
- II. **Graduate Medical Education Policies and Procedures.** Resident acknowledges receipt of information regarding how to access the most recent copy of the Jackson Hospitals Graduate Medical Education (GME) Policies and Procedures. Resident agrees that he/she has reviewed the GME Policies and Procedures and acknowledges full comprehension of the guidelines and/or the processes outlined therein, including, without limitations, those sections regarding resident eligibility and requirements for residency training; resident responsibilities and conditions of appointment, reappointment and promotion to a subsequent academic year; residency program personnel and faculty responsibilities; educational program; specialty board examination eligibility; assessments and resources; financial support and benefits; ancillary support services and systems; disciplinary actions, grievance procedures and due process; health and disability insurance; vacation, parental, and sick leaves; leaves of absence; supervision of resident; clinical and educational work hours and moonlighting; physician impairment and counseling services; residency closure/reduction; resident with disabilities; restrictive covenants; and sexual harassment or harassment based on any other protected status. Resident acknowledges that a leave of absence granted in accordance with applicable policies may require additional training time to meet program requirements and eligibility for specialty board examinations.
- III. **Jackson Hospital & Health System Policies:** As a condition of Resident’s appointment, Resident understands that he/she is subject to all applicable practices, policies, and procedures of Jackson Hospital, including vaccination/immunization policies. It is the Resident’s responsibility to be aware of these policies and procedures, as well as all others, which may apply to residents. Applicable policies and procedures are subject to change without notice.
- IV. **ACGME Accreditation Related Activities.** In programs accredited by the Accreditation Council for GME (ACGME), resident acknowledges and agrees to maintain compliance with activities related to program accreditation in the time prescribed. These activities include, but are not limited to, completing the ACGME Resident Survey, logging duty hours, completing case logs, etc... as requested by the Program Director, the Program Coordinator and/or the Core Faculty staff.
- V. **Salaries.** Salaries are determined each year based on the budget of the Hospital with review by the Graduate Medical Education Committee. Resident shall be paid the salary approved for the appointed postgraduate year, as specified in accordance with the GME Policies and Procedures.
- VI. **Physical Examination/Pre-Employment Drug Screen.** Resident understands that failure to complete and successfully pass a health screening examination and pre-employment drug screen performed by the Hospital at

the time of Resident's initial appointment. Resident understands that failure to satisfy all employment requirements, as outlined in the GME Policies and Procedures, will result in suspension or termination of his/her appointment as a resident.

- VII. **USMLE/COMLEX Examinations and Alabama Licensure.** Resident understands that failure to pass the USMLE or COMLEX examinations and obtain licensure in the State of Alabama, as outlined in the GME Policies and Procedures, will result in suspension or termination of his/her appointment as a resident.
- VIII. **Renewal of Agreement.** Resident understands and acknowledges that this agreement expires on the date set forth in Section 1 above and that Hospital makes no commitment to renew this agreement. Reappointment and advancement of the Resident is at the discretion of the Program Director in accordance with the GME Policies and Procedures. If a decision is made by the Hospital not to renew this agreement at the end of its one-year term, notice of such nonrenewal shall be made in writing four months in advance and in accordance with the GME Policies and Procedures. However, the notice period will be shorter if the primary reason for the nonrenewal occurs near or within the four months prior to the end of the agreement. Any resident receiving a notice of nonrenewal of his/her contract or a notice of renewal of contract without promotion (extension of training) may request a hearing as outlined in the Resident Appeal Procedure for Disciplinary Action section of the GME Policies and Procedures. Likewise, if a decision is made by the Resident not to renew this agreement at the end of its one-year term, the resident shall submit a written notice of such nonrenewal in writing to the Graduate Medical Education Department four months in advance of the last business day of June. Failure to timely file a request for a review or adjudication as set forth in the Sponsoring Institution's policy shall result in a waiver of such process.
- IX. **Termination of Agreement.** Hospital may terminate the Resident Agreement, as set forth in the GME Policies and Procedures. If the resident leaves the program, thereby terminating this agreement, the resident will have breached this agreement. In the event of such breach, resident understands and agrees to the following: 1) the Hospital will report the resident's breach of the agreement to the National Resident Matching Program, if applicable; and 2) the Program Director and the Hospital will include the fact of the resident's breach in any reference letters.
- X. **Obligations of the Resident to the Program:** The Resident will be provided a link to the Resident Handbook and the link to the Sponsoring Institution Policy and Procedure manual at New Resident Orientation. The Resident Handbook contains the information about the Program, including program-specific policies and overall graduate medical education policies and procedures governing all aspects of the Resident's training including, but not limited to grievance procedures and due process, health and disability RESIDENCY AGREEMENT for insurance, time off (e.g., vacation, and leave(s) of absence), as well as impact of leave(s) of absence on ability to satisfy program completion requirements), clinical and educational work hours, moonlighting, counseling services, physician impairment, harassment, accommodation for disabilities, and eligibility for specialty board exams) are located online in the Sponsoring Institution's Policy and Procedure manual. All Residents will undergo mandatory HIPAA compliance, Harassment, Title IX Sexual Misconduct and Child Protection Policy training and any other applicable training programs as established by the Jackson Hospital & Clinic and all residents agree, by signing this agreement, to abide by rules and regulations created by Jackson Hospital & Clinic. It is the responsibility of the Residents to familiarize themselves with the information and policies contained in the Sponsoring Institution's Policy and Procedure manual and in the Resident Handbook, including any revisions, and to assure that they are in compliance with all policies and procedures contained therein throughout the period of training. During orientation, the Resident will sign an attestation document acknowledging the receipt and responsibility to review the Sponsoring Institution Policy Manual and the Resident Handbook (which may be amended periodically

by Jackson Hospital & Clinic and Program). The attestation document will be considered an Attachment to this Agreement. Residents will be advised when updates are posted to the Resident Handbook.

The Resident further agrees to fulfill the responsibilities and duties assigned to them by the faculty for purposes of the Resident's instruction and training and agrees to comply with all laws, regulations, policies, and procedures to which the Program are subject. The Resident also agrees to abide by the established educational and clinical practices, policies, regulations and procedures of any hospital, institution, or medical practice to which they are assigned for any part of their training. This includes (but is not limited to) accurate and timely documentation of patient encounters. Additionally, the Resident acknowledges and agrees to maintain compliance with activities related to program accreditation in the time prescribed. These activities include, but are not limited to, completing the ACGME Resident Survey, logging work hours and completing the various residency portfolio assignments and evaluations as requested by the Program Director and/or program faculty. The Resident understands the curriculum is demanding and will not allow outside professional or personal activities to jeopardize full participation in the training.

- XI. **Rights of Residents:** The Resident will be given opportunities, through committees and/or the Chief Residents, to participate in educational, administrative, and professional matters of the Program and the major participating site, and will have the right to use grievance procedures as addressed in the Sponsoring Institution's policy and referenced in the Resident Handbook.
  
- XII. **Acceptance.** This agreement shall not be effective and shall not bind either party unless it is submitted to Hospital within ten (10) days of the date shown in the first paragraph of this agreement and accepted by the Hospital by signature below.

**JACKSON HOSPITAL:**

By: \_\_\_\_\_

Thomas Cobb, PharmD- Designated Institutional Official

Date: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Thomas Horton, MD- Program Director

Date: \_\_\_\_\_, 20\_\_\_\_

**PROGRAM:**

RESIDENT:

By: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_