

# UNIVERSITY OF LOUISVILLE SCHOOL OF MEDICINE RESIDENT AGREEMENT

## Section I

THIS AGREEMENT is made by and between the University of Louisville, hereinafter referred to as "University", and Dr. \_\_\_\_\_ presently enrolled in an advanced educational program at the University of Louisville School of Medicine, and hereinafter referred to as "Physician".

### WITNESSETH:

In consideration of the promises contained herein, and representations made by the Physician in his/her application for appointment, the University and the Physician agree as follows:

1. Subject to satisfactory completion and passage of the University of Louisville's pre-employment Criminal Background Check (CBC), the University hereby appoints the Physician to serve as a Resident at postgraduate level \_\_\_\_\_ in the University of Louisville Affiliated Hospitals for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ at the end of the assigned duty period, at a minimum stipend of \$ \_\_\_\_\_ per annum. For purposes of this Agreement, Affiliated Hospitals shall mean and refer to the list of participating hospitals and teaching sites included in Resident Policies and Procedures. The Physician represents that he/she is familiar with the requirements for medical licensure in Kentucky and now possesses the valid Kentucky license listed after his/her signature below or will be eligible for a Kentucky license at the end of his/her postgraduate level one year. APPOINTMENT AS A RESIDENT BEYOND POSTGRADUATE LEVEL ONE IS CONTINGENT UPON, AMONG OTHER THINGS, POSSESSION OF A VALID LICENSE TO PRACTICE MEDICINE IN THE COMMONWEALTH OF KENTUCKY.

2. The Physician understands that he/she is entering into a University of Louisville graduate medical education program in (program) that is normally completed in \_\_\_\_\_ years. However, the Physician understands that this appointment is for the academic year 2024-2025 only. The Physician is under no obligation to continue in the University graduate medical education program beyond that academic year, and the University is under no obligation to appoint the Physician to any graduate medical education program beyond that academic year. Conditions for reappointment are determined by the Program, in accordance with the Accreditation Commission on Graduate Medical Education (ACGME), relevant certifying board, departmental standards, and the GME Policy on Evaluation, Promotion, and Termination.

3. The Physician agrees to perform his/her staff services and other academic assignments under the direction and control of his/her Department Chairman at such Affiliated Hospitals as assigned and scheduled by the Department Chairman or Program Director and approved by the Dean of the School of Medicine. There may, on occasion, be elective opportunities for qualified residents to take extra call or duties for extra pay.

4. The Physician agrees to be bound by all applicable rules, bylaws, policies and regulations of the University and the University's Affiliated Hospitals, as applicable, including but not limited to any vaccination policy, use of personal telephones for patient care and communication, the Policy on Delinquent Medical Records, Policy on ACLS, Policy on Immunization, and all other policies/procedures outlined in the currently effective Resident Policies and Procedures, which is available at <http://louisville.edu/medicine/gme/current-residents> (click on "Resident Policies and Procedures"). In the event of any inconsistency between University and University's Affiliated Hospitals' policies, the terms of the University Affiliated Hospitals policies shall control in matters involving patient care. For any other inconsistency, the terms of the University's policies shall govern. The physician further agrees to provide timesheets as directed by the Program Director and/or the Graduate Medical Education Office, as outlined in the GME Resident Duty Hours Policy. The Physician hereby consents to the University's disclosure of any information of the Physician to the University of Louisville's Affiliated Hospitals to verify compliance with the site's policies.

5. The extent, conditions, and limitations of medical malpractice liability coverage provided to the Physician for work done in the course of meeting his/her obligations under this Agreement are set forth on the reverse side of this Agreement, which is incorporated herein by reference.

6. The University agrees to provide the Physician with health, disability, and life and accident insurance coverage to the same extent, and under the same terms and conditions, as it offers such coverage to full time University employees. Other benefits provided, including counseling services, are outlined in Resident Policies and Procedures. **The Physician must select benefits and enroll within 30 days of the required report date in order for the University to provide health insurance coverage effective on that date.**

7. The Physician agrees to fulfill the educational requirements of the advanced educational program as delineated in the "ACGME Program Requirements for Graduate Medical Education" and approved standards of the ACGME, available at ACGME.org. It is agreed and understood by the parties that the Physician's relationship to the University is that of a student to an academic institution and not that of an employee to an employer.

8. Except as prohibited by law, including but not limited to applicable provisions of the Immigration and Nationality Act, and in accordance with the Moonlighting and Extra Duty Pay Policy outlined in Resident Policies and Procedures, the Physician shall be free to use his/her off-duty hours in appropriate related activities, including engaging in outside employment activities, so long as the Physician obtains the prior written approval of the Department Chairman or Program Director for such outside employment activities and only if such activities do

not interfere with his/her obligations to the University, impair the effectiveness of the educational program engaged in, or cause detriment to the service and reputation of the hospital to which the Physician is assigned. The University does not provide professional liability insurance, or any other insurance or coverage relating to Physician's off-duty activities or employment and assumes no liability or responsibility for such activities or employment.

9. Vacation, sick leave (including parental leave), and personal or educational leave shall be taken in accordance with the related Resident Policies, outlined in Resident Policies and Procedures. The effect of leave time on fulfillment of criteria for completion of training is included in the related leave policies and will be determined in accordance with ACGME and Board eligibility requirements.

10. The Physician understands that ACGME site visits and Joint Commission visits to Affiliated Hospitals are essential to accreditation of training programs, and that site visitors may request/require certain records pertaining to the Physician for review as part of these site visits. The Physician acknowledges and consents to the University providing these records in accordance with applicable law.

11. This Agreement automatically terminates, prior to the expiration date listed in Paragraph 1, in the event the Physician's participation in the University's graduate medical education program ceases.

12. The University has the right to suspend the Physician from his/her duties or to terminate this Agreement whenever the University determines that: (a) the Physician is failing to meet the academic or professional requirements of the graduate medical education program; (b) the Physician is failing to abide by the rules, bylaws, policies, or regulations of the University or the University's Affiliated Hospitals; or (c) the Physician's continued appointment or staff privileges are not in the best interest of patient care as determined by the Dean on the basis of recommendation of the Clinical Competency Committee and the Program Director. Notwithstanding the foregoing, no suspension or termination under this paragraph shall continue unless academic discipline procedures under the provisions of the Resident Policies and Procedures are promptly commenced, and any action under this paragraph shall be superseded by any final action taken pursuant to the Resident Policies and Procedures.

13. This contract is not valid until signed by all parties. Approval of this contract is subject to the availability of funding.

14. By signing below, I am certifying the completeness and accuracy of all matters contained within my application to the residency program, my application for hospital staff privileges, and my application for professional liability insurance. I understand the University relies upon the representations contained in each of those documents, and that any material misstatements or omissions constitute grounds for immediate termination of this contract, regardless of whether or not I have begun to perform services pursuant to its provisions.

## **Section II**

### **UNIVERSITY OF LOUISVILLE MALPRACTICE COVERAGE**

#### **I. COVERAGE**

Residents on rotation at UofL Health, Inc. facilities and other sites approved by the UofL Graduate Medical Education Committee (GMEC) and KMRRRG for training in Kentucky, except as noted below, are covered by malpractice insurance purchased by the University with annual limits of \$250,000 per claim/ \$750,000 aggregate claims per Resident member. In order to qualify for this coverage, the Resident member must complete the required application, be accepted by the company, and comply with the terms of the policy issued by the company.

The Veterans Administration Medical Center and Norton Healthcare owned or operated facilities provide insurance coverage for Physicians rotating there.

Physicians may also purchase additional liability insurance at their own expense.

This malpractice coverage applies only to duties assigned as part of regular residency training programs. Moonlighting and/or other off-duty activities or employment is specifically not covered.

#### **II. DUTIES OF PHYSICIANS**

The Physician shall report all Incidents to the malpractice insurance carrier and the administrator of the Affiliated Hospital in which the Incident took place. The Physician shall assist the training program and the insurer in the preparation of the defense of a claim, in the conduct of any suit or the settlement thereof, including, but not limited to, meeting with counsel, attending depositions, trials, hearings and securing and giving evidence. In connection with this cooperation and assistance, the Physician is expected to bear all his/her own personal expenses, including without limitation, the Physician's travel expenses for any necessary travel by him/her, such as transportation, meals and lodging, and any lost income to the Physician for the attendance at depositions, hearings, trials, or the preparation therefore. The Physician shall also inform the GME office and the insurance carrier of any changes in the Physician's home or business address and home or business telephone number.

