UAB MEDICINE

RESIDENT AGREEMENT

This agreement is entered into the ___ day of ___ between the Board of Trustees of the University of Alabama on behalf of The University of Alabama Hospital ("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:

1. **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_____.

2. **Graduate Medical Education Policies and Procedures.** Resident has been provided a copy of the UAB Hospital Graduate Medical Education Policies and Procedures. Resident acknowledges receipt of said document as well as having read and understood it. Resident acknowledges and comprehends the guidelines and/or the processes outlined in the GME Policies and Procedures, including, without limitations, those sections regarding resident eligibility and requirements for residency training (Section III.A), resident responsibilities and conditions of appointment (Section III.B and III.C), educational program and faculty responsibilities (Section VI), financial support and benefits (Section IV), ancillary and support services (Section V), disciplinary procedures and due process policy (Section IX), grievance procedures (Section X), professional liability insurance (Section IV.F), health and disability insurance (Section IV.E), annual leave (Section IV.G), supervision of residents (Section VII.D.), clinical experience and education work hours (Section VII.F), moonlighting (Section VII.G), counseling services (Section V.C), physician impairment (Section VIII), residency closure/reduction (Section IV.B), restrictive covenants (Section III.D), and University of Alabama at Birmingham policies on harassment (Appendix 6).

3. **UAB Medicine and 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 UAB Medicine and UAB Health System, 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.

4. **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 work hours and completing case logs as requested by the Program Director.

5. **Salaries.** Salaries are determined each year based on the budget of the Hospital with approval by the Graduate Medical Education Committee (GMEC). Resident shall be paid the salary approved for the appointed postgraduate year, as specified in Section 1 of this agreement, and in accordance with the GME Policies and Procedures (Section IV.D). The current annual GME salary for your post graduate year is $ for the term of this agreement.

6. **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, as outlined in Section III.B.D. of the GME Policies and Procedures will result in suspension or termination of his/her appointment as a resident.

7. **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 Section III.C. of the GME Policies and Procedures, will result in suspension or termination of his/her appointment as a resident.

8. **Renewal of Agreement.** Resident understands and acknowledges that this agreement expires on the date set forth in Section 1 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 Section III.A.D. of 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 of _____, in accordance with section III.A.C, of the GME Policies and Procedures. However, if the primary reason for the non-renewal occurs within the four months prior to the end of the agreement, the notice of non-renewal may be sent less than four months in advance of the non-renewal. Any resident receiving notice of intent to not renew his/her contract may request a hearing as outlined in the GME Due Process Policy, Section IX. Any resident receiving notice of intent of non-promotion to the next level of training may request informal adjudication as outlined in the GME Due Process Policy, Section IX.B. Each Resident who is offered a renewal of this agreement must accept such offer in writing within thirty (30) days of the date shown in the first paragraph of the contract. 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 notice of such nonrenewal in writing to the Graduate Medical Education Department four months in advance of_____.

9. **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.

10. **Acceptance.** This agreement shall not be effective and shall not bind either party unless it is submitted to Hospital within sixty (60) days of the date shown in the first paragraph of this agreement and accepted by the Hospital by signature below.

THE UNIVERSITY OF ALABAMA HOSPITAL:

By: _____
Alice Goepfert, MD- Designated Institutional Official

Date: _____, 20_____

By: _____
Program Director

Date: _____, 20_____

Program:

RESIDENT:

By: _____

Date: _____, 20_____