

# RESIDENCY AGREEMENT

THIS AGREEMENT is made and entered on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Board of Trustees of The University of Alabama, a corporation, (hereinafter called "University") and \_\_\_\_\_ (hereinafter called "Resident").

## W-I-T-N-E-S-S-E-T-H

The parties hereto mutually agree as follows:

1. **Purpose:** The purpose of this Agreement is to define the terms of appointment and conditions under which a physician accepts an appointment in the residency sponsored and supervised by the College of Community Health Sciences of the University (hereafter called the "College").

2. **Term of appointment:** The appointment is for a one-year period beginning the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is subject to annual renewal for up to two additional years upon the mutual agreement of the Resident and the University. The Dean of the College may terminate this agreement with 60 days notice if the performance of the Resident is not professionally satisfactory or if there are violations of moral and/or ethical standards required of members of the medical profession generally.

3. **Resignation:** If the Resident is not satisfied with the program, he may resign without prejudice on no less than 60 days notice.

4. **Obligations of the College to the Resident:** College agrees to provide the educational opportunities required of the graduate training program as established by the Dean of the College and as delineated in the "Essentials of Approved Residencies" and approved standards of the American Medical Association's Council on Medical Education and to maintain its faculty and staff in compliance with all the standards in the American Medical Association's "Essentials of Approved Residencies." The College will ensure adequate quarters and meals are available to residents on call.

5. **Obligations of the Resident to the College:** The Resident agrees to fulfill the responsibilities and duties assigned to him by the faculty for purposes of the Resident's instruction and training to comply with all laws, regulations, policies, policies and procedures to which the University is subject. The Resident also agrees to abide by the policies, regulations and procedures of any hospital or institution to which he is assigned for any part of his training. The Resident understands the curriculum is demanding and will not allow outside professional activities to jeopardize full participation in the training. "Moonlighting" is permitted under conditions described in the policy manual.

6. **Rights of Residents:** The Resident will be given opportunity, through committees and/or the Chief Residents, to participate in educational, administrative, and professional matters of the College, including grievance procedures as specified in Article 14.

7. **Resident Stipends:** Recognizing that participation in a residency training program required that the Resident forego opportunities to earn an income sufficient to

support himself and his family, the University grants to the Residents a stipend in the amount of \$\_\_\_\_\_ the first year, \$\_\_\_\_\_ the second year and \$\_\_\_\_\_ the third year. The stipend each year shall be paid to the Resident in 12 equal monthly installments on the last day of the each month subject to such withholdings as are required by law or authorized by the Resident. Such stipends are not intended as compensation for services rendered by the Resident. Although it is contemplated that as an essential part of the residency the Resident will be assigned responsibility for care of patients consistent with his skills and experience, and under the supervision of faculty physicians, receipt of the agreed stipend shall in no way be conditioned upon, measured by or related to any patient care service rendered by the Resident incidental to the training program.

8. **Leaves:** The Resident will be permitted two (2) weeks leave from the residency each year, and will receive seven (7) holidays per year; provide these holidays may not necessarily be granted on normally recognized holidays. The Resident is entitled to one sick day per month, which may be accumulated. The Resident may receive up to five days of educational leave per year. Holidays, annual leave and educational leave days must be scheduled and approved by the Director of the Residency. The Resident hours of participation in the training program will be scheduled or approved by the Director of the Residency and shall be reasonable in the context of the educational program, with due regard to providing adequate coverage for patient care responsibilities. Residents may be permitted leave of absence from the program for such period and under such conditions as the college in its discretion may approve, and under University policies and applicable laws.

9. **Status of Residents:** Residents are neither faculty nor members of the staff of the College or the University and are classified by the University as post-doctoral graduate students with regard to participation in fringe benefit programs, athletic, social and cultural events, use of University facilities, participation in University governance, parking privileges and University services.

10. **Medical Insurance:** The University will furnish, at minimal cost to the Resident, one individual Blue Cross/Blue Shield of Alabama (University of Alabama Group Number 79912-001) health and accident insurance policy for each Resident. Said policy does not cover member of Resident's family. Resident may purchase medical insurance for his or her family through the University. A copy of this coverage will be made available to the Resident.

11. **Malpractice Insurance:** The University will furnish, without cost to the Resident, one occurrence based malpractice insurance policy for residency activities, if coverage is available, in a form and amount deemed appropriate by the University. A copy of this coverage will be made available to the Resident upon request.

12. **Disability Insurance:** Residents may purchase group disability insurance through the AAFP and are encouraged to do so.

13. **Liability of Residents:** Residents are neither employees nor agents of the University, and the University assumes no liability for negligence or other wrongful acts of the Resident.

14. **Grievances:** Grievances, including all forms of harassment, will be handled by the Director of the Residency. If a Resident is not satisfied with the way in which the Director of the Residency has handled a grievance, said Resident may appeal

to the Chairman of the Department of Family Medicine at the College of Community Health Sciences. If he is still not satisfied, he may request that the Dean of the College establish an ad hoc committee to hear said grievance. The Resident will have adequate time in which to prepare his case and will have the right of counsel if he so desires. Once the ad hoc committee reaches a decision on the complaint, this decision will be conveyed to the Dean, who will then have the option of either accepting, rejecting, or modifying the committee's recommendation.

15. **DCH Regional Medical Center:** Notwithstanding the foregoing provisions, if a complaint is made by someone at DCH Regional Medical Center, or any other hospital participating in the residency, grievance will be handled through the hospital's "Hearing Procedure," a copy of which will be made available to the Resident on request.

16. **Counseling and Support Services,** including substance abuse and physician impairment, are available to the Resident, as describe in the Policy Manual.

IN WITNESS WHEREOF, the parties hereto have executed this agreement o the date first written above.

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Resident

**Residency**  
**Health Sciences**

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**Director, Family Practice**  
**College of Community**

THE BOARD OF  
TRUSTEES OF THE UNIVERSITY OF ALABAMA, A CORPORATION

**Affairs and Treasurer**

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**Vice President for Financial**