

Attestation for Applicants Interviewing with University of South Alabama Graduate Medical Education Programs

I acknowledge receiving a copy of the "Postgraduate Training Agreement of Appointment".

I also acknowledge that I have been informed that information related to the terms, conditions and benefits of appointment in a GME program at the University of South Alabama, including financial support; vacations; parental, sick and other leaves of absence; professional liability; and hospitalization, health, disability, and other insurance accessible to residents/fellows and their eligible dependents is available at the University of South Alabama Graduate Medical Education website:

https://www.southalabama.edu/colleges/com/gme/

I further acknowledge that additional information regarding other University of South Alabama Graduate Medical Education Policies and Procedures, including resident/fellow eligibility requirements for United States and international medical graduates, is available at the above website.

Applicant Name (print)

Applicant Signature

GME Program

Date

LSA HEALTH

POSTGRADUATE TRAINING AGREEMENT OF APPOINTMENT

Mobile, Alabama

This agreement is entered into between the UNIVERSITY OF SOUTH ALABAMA, by and through its divisions, USA HEALTH UNIVERSITY HOSPITAL and USA HEALTH CHILDREN'S & WOMEN'S HOSPITAL (collectively referred to herein as "USA Health Hospitals" or "Hospital"), and <<FIRSTNAME>> <<LASTNAME>> ("Resident"), for the appointment of Resident/Fellow as a postgraduate year <<STATUS>> resident in the Department of <<DEPARTMENT>> Program.

- 1. Term of Agreement. Unless earlier terminated in accordance with this agreement, the term of the Resident's appointment is one year commencing on << STARTDATE>>, and terminating on << ENDDATE>>.
- 2. Graduate Medical Education Policies and Procedures. Resident acknowledges receipt of information regarding how to access the most recent copy of the USA Health 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.
- 3. ACGME Accreditation Related Activities. Resident acknowledges and agrees to maintain compliance with the Accreditation Council for Graduate Medical Education (ACGME) program accreditation requirements. These requirements include, but are not limited to, completing the ACGME Resident Survey, logging clinical and educational work hours and moonlighting, completing program evaluations and completing case logs as requested by the Program Director.
- 4. 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 Section 1 of this agreement and as described in Exhibit 1 hereto, and in accordance with the GME Policies and Procedures.
- 5. Employment Requirements. 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.
- 6. 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.
- 7. Professional Liability Insurance. Professional liability insurance for Resident will be provided through the University of South Alabama Professional Liability Trust Fund. This insurance will cover Resident performing duties assigned to him/her in the training program. Such insurance will be valid at the Hospitals and any affiliated hospitals, as approved by the Chairman of the applicable Department and the Office of Risk Management of the University of South Alabama. Any work performed at a facility outside of USA Health must be part of the educational program to qualify for coverage. The limit of coverage for this contract year will be as certified. This policy is an occurrence-type that by definition provides "tail coverage," which includes legal defense and protection against awards, within policy limits, from claims reported or filed after the completion of the program(s) if the alleged acts or omissions of the residents are within the scope of the program(s). Such coverage will be contingent upon Resident's continued cooperation with the insurer in the investigation and/or defense of any claim in which Resident was involved, either directly or indirectly, and in accordance with the memorandum of the coverage, a copy of which is provided to Resident. Copies of this coverage will be available during orientation or by contacting the Risk Management Office at (251) 460-6232.
- 8. 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. 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 Procedures.
- 9. Acceptance. This agreement shall not be effective and shall not bind either party unless it is submitted to the Hospital within sixty (60) days of the date shown in the first paragraph of this agreement and accepted by the Hospital by signature below.

| UNIVERSITY OF SOUTH ALABAMA: | RESIDENT: | |
|---|-----------|--|
| By: | By: | |
| Chair of the Department or Program Director | Resident | |
| Date: | Date: | |
| By: | | |
| USA Health Contract Officer | | |
| Date: | | |