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. 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 stipend of $ __________ per annum. 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 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 2018-2019 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. Other privileges provided, including counseling services, are outlined in Resident Policies and Procedures.

4. The Physician agrees to be bound by all applicable rules, bylaws, policies and regulations of the University and the University's affiliated hospitals. Without limiting the foregoing, the Physician agrees to be bound by 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/medicare/gme/ Incoming Residents (click on Policies and Procedures). The Physician 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.

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.

7. The Physician agrees to fulfill the educational requirements of the advanced educational program as delineated in "ACGME Program Requirements for Graduate Medical Education" and approved standards of the ACGME. 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. Physician understands that in order to continue in a program or receive a certificate for training completed that an annual program evaluation survey and/or exit survey must be completed.

8. 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. 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 educational program ceases.

11. The University has the right to suspend the Physician from his/her duties (and to withhold compensation for the period of suspension) 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. Physician may be suspended without pay under this Agreement for any of the above reasons even though action may not yet have been taken (or completed) under the provisions of the Resident Policies and Procedures; however, the Agreement will not be terminated unless and until proceedings under the Resident Policies and Procedures have been concluded and support such termination. In addition, no suspension 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.

12. This contract is not valid until signed by the Dean of the School of Medicine or the Dean's designated representative. Approval of this contract is subject to the availability of funding.

13. 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 University of Louisville Hospital and other approved sites 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, Norton Healthcare (Norton Hospital, Kosair Children's Hospital, Norton Healthcare Pavilion, Norton Audubon Hospital, Norton Brownsboro Hospital, and Norton Women's and Kosair Children's Hospital), Jewish Hospital, Jewish Southwest Medical Center and Frazier Rehabilitation Center 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, the Office of Risk Management and Insurance of the University, and the administrator of the hospital in which the Incident took place. The Physician shall cooperate with the University and its insurance carrier in every respect. The Physician shall assist 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 University Counsel and the insurance carrier of any changes in the Physician's home or business address and home or business telephone number.

ADDRESS MALPRACTICE REPORTS AND INQUIRIES TO KENTUCKIANA MEDICAL RECIPROCAL RISK RETENTION GROUP, UNIVERSITY OF LOUISVILLE, (502) 569-2060 and UNIVERSITY OF LOUISVILLE OFFICE OF RISK MANAGEMENT AND INSURANCE, (502) 852-6926

I HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS DOCUMENT AND THAT I HAVE READ AND UNDERSTOOD EVERYTHING WRITTEN IN THIS DOCUMENT.

Physician ___________________________ Date ___________________________ Chair or Program Director ___________________________ Date ___________________________

Kentucky Medical License Number ___________________________ Dean, School of Medicine ___________________________ Date ___________________________

Approved Funding Source ___________________________
Addendum to the Resident Agreement between the University of Louisville, hereinafter referred to as “University” and Dr. ______________________, presently enrolled in the Department of ______________________, an advanced educational program at the University of Louisville School of Medicine, and hereinafter referred to as “Physician”.

The University hereby agrees to pay the physician from the required report date of ______________________ and to provide health and disability insurance coverage from that date. If the physician reports to the program after the above date pay, health insurance, and disability coverage will commence from the actual report date.

The physician will not be assigned clinical duties before the official start of the training program, July 1, 2018; therefore, malpractice coverage will not begin until July 1, 2018. Furthermore, this clinical orientation time does not count toward the training time required for Board certification.

This contract is not valid until signed by the Physician, Department Chair or Program Director, and Dean of the School of Medicine or the Dean’s designated representative.

Physician____________________________________________Date______________

Chair or Program Director________________________________Date____________

Dean, School of Medicine________________________________Date____________