

Date: September 16, 2008

To: Residency and Fellowship Directors and Coordinators

From: Lori Ratanapool  
Director, Office of Graduate Medical Education

Re: NRMP Requirement for Provisions of Sample Contract to Interviewed Applicants

NRMP requires participating programs to provide to all interviewed applicants a sample of the contract the applicant would be expected to sign if matched or selected to the program. Policies on visa status and eligibility for appointment must be provided as well. NRMP recommends that programs obtain from interviewed applicants signed acknowledgements that they received the information.

To assure that all interviewed applicants are provided the required information, the GME Office has prepared and enclosed a packet for your program. You may copy the packet as needed. It is recommended that the information be given to interviewees the day of the interview. The signed acknowledgments should be collected on the day of the interview and maintained in the interviewee files.

Dear Prospective U of L Resident:

Thank you for your interest in residency training at the University of Louisville. In order to provide complete and accurate information to all applicants, the following documents are enclosed:

- √ Sample Resident Contract
- √ Policy Regarding Foreign Nationals and International Graduates
- √ Resident Selection Policy

Please take time to review this information, as these policies and sample contract detail the requirements for entry into University of Louisville training programs.

Please sign the acknowledgement below and return to your program director or coordinator. Thank you for your interest in the University of Louisville.

Sincerely,

John Roberts, M.D.  
Associate Dean for Graduate Medical Education

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I acknowledge receipt of the documents listed above, which detail the entry requirements for matched/selected applicants to University of Louisville School of Medicine residency training programs.

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Signature

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Date

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Printed Name

**UNIVERSITY OF LOUISVILLE  
SCHOOL OF MEDICINE  
RESIDENT AGREEMENT**

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 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 2009-2010 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 and departmental standards.

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 Director of Training and approved by the Dean of the School of Medicine.

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, Physician agrees to be bound by the Policy on Probation, Suspension, and Termination for Delinquent Medical Records at Affiliated Hospitals, Policy on ACLS, and Policy on Immunization, and all other policies/procedures outlined in the currently effective Resident Policies and Procedures, receipt of which is hereby acknowledged. The physician agrees to provide timesheets as directed by the Department Chair or Director of Training at the request of the Graduate Medical Education Office.

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. THE PHYSICIAN IS REQUIRED TO READ AND SIGN THE REVERSE SIDE OF THIS AGREEMENT

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 the "Essentials of Approved Residencies" 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 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 Director of Training 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.

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.

\_\_\_\_\_  
Date: \_\_\_\_\_  
PHYSICIAN

\_\_\_\_\_  
CHAIR OR DIR. OF TRAINING, DEPT. OF

Date: \_\_\_\_\_

\_\_\_\_\_  
KENTUCKY STATE LICENSE

\_\_\_\_\_  
DEAN, SCHOOL OF MEDICINE

Date: \_\_\_\_\_

**UNIVERSITY OF LOUISVILLE MALPRACTICE COVERAGE**

**I. COVERAGE**

Residents on rotation at University of Louisville Hospital and other approved sites in Kentucky 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 Southwest Hospital, and Norton Suburban Hospital), Jewish Hospital, 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.

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

<b>PRINTED NAME</b>	<b>SIGNATURE</b>
<b>DATE</b>	
 <b>REPORTS AND INQUIRIES TO:</b>	<b>KENTUCKIANA MEDICAL RECIPROCAL RISK RETENTION GROUP UNIVERSITY OF LOUISVILLE (502) 217-5252</b>
	<b>OFFICE OF RISK MANAGEMENT AND INSURANCE UNIVERSITY OF LOUISVILLE LOUISVILLE, KENTUCKY 40292 (502) 852-6926</b>

**POLICIES REGARDING FOREIGN NATIONALS AND  
INTERNATIONAL MEDICAL GRADUATES**

### ECFMG Certificates

All graduates of medical schools outside of the United States or Canada must have a valid ECFMG certificate to train in University of Louisville residency programs. Certificates must be current on the date that the resident begins training. If the certificate has an expiration date, the resident must apply to have the certificate revalidated indefinitely. This process is coordinated through the GME office.

### J1 Exchange Visitors

The University of Louisville School of Medicine utilizes the J1 visa for residency training. Visa applications can be obtained from each program's residency coordinator. Completed applications and supporting documents are sent to the Graduate Medical Education office where they are signed and forwarded to the ECFMG for approval. Under normal circumstances applications take 4-6 weeks to be approved, but it is recommended that applications be sent as early as possible to avoid delay due to unforeseen complications. Residents sponsored on J1 visas are not allowed to moonlight or earn any income outside of the stipend stipulated in the resident's house staff contract. All residents training on visas are required to provide a copy of their most recent I-94 in order to begin training. J2 dependent visas are not accepted for residency training. These individuals must obtain their own J1 visa.

### Permanent Residents and Employment Authorizations

Foreign medical residents may train using a Permanent Resident Card (Green Card) or Employment Authorization Documents (EAD). The GME office must have a copy of the unexpired document on file in order for the resident to train and be paid. Allowing these documents to expire can result in a lapse in training. We recommend that applications for renewal of Permanent Resident cards be submitted 5-6 months before the expiration date. Applications for EAD's should be submitted at least 90 days in advance. Residents should call Kathy Sandman in the GME office for instructions on renewing Green Cards and EAD's. Individuals utilizing EAD's are required to sign a special employment contract.

### H1B Visas

Because residents are classified as students at the University of Louisville, the University does not sponsor H1B visas for residency training.

### Contact:

Kathy Sandman  
Office of Graduate Medical Education  
852-3135

## **POLICY ON RESIDENT SELECTION**

## **UNIVERSITY OF LOUISVILLE SCHOOL OF MEDICINE GRADUATE MEDICAL EDUCATION PROGRAMS**

The sponsored residency training programs of the University of Louisville School of Medicine exist for the purpose of training the highest quality physician possible in each program's respective discipline. The following is the official policy for the selection of candidates for training. This policy is consistent with the Accreditation Council on Graduate Medical Education (ACGME) Institutional Requirements and the Commonwealth of Kentucky Medical and Osteopathic Practice Act Regulations and Statutes. Program directors and coordinators should also be familiar with the "Medical Licensure Policy for Residents" published in the Resident Policies and Procedures manual. Program directors and coordinators are strongly encouraged to call the Office of Graduate Medical Education if questions, problems or uncertainty arise.

### **1. Resident Eligibility**

Applicants with one of the following qualifications are eligible for appointment to accredited residency programs at the University of Louisville School of Medicine.

- a. Graduates of medical schools in the United States and Canada accredited by the Liaison Committee on Medical Education (LCME).
- b. Graduates of medical schools in the United States and Canada accredited by the American Osteopathic Association (AOA).
- c. Graduates of medical schools outside of the United States and Canada who have current valid certificates from the Educational Commission for Foreign Medical Graduates (ECFMG). In addition, as of the 2009-2010 academic year, schools located outside the U.S. and Canada must:
  1. Be officially recognized in good standing in the country where they are located
  2. Be registered as a medical school, college, or university in the International Medical Education Directory
  3. Require that all courses must be completed by physical on-site attendance in the country in which the school is chartered.
  4. Possess a basic course of clinical and classroom medical instruction that is
    - a. not less than 32 months in length; and
    - b. under the educational institution's direct authority.
- d. Graduates from accredited dental schools who are enrolled in oral-maxillofacial surgery and general practice dentistry (GPR) programs. These programs are accredited by the Council on Dental Accreditation of the American Dental Association but are under the general auspices of the University of Louisville School of Medicine Graduate Medical Education Programs. Candidates must obtain dental licensure through the Kentucky Board of Dentistry.

### **2. Resident Selection**

- a. Programs should select from among eligible applicants on the basis of their preparedness and ability to benefit from the program to which they are appointed. Aptitude, academic credentials, personal characteristics, and ability to communicate should be considered in the selection. Personal interviews prior to selection are strongly encouraged.
- b. In selecting from among qualified applicants for first-year positions, sponsored programs must participate in the National Resident Matching Program (NRMP) when it is available.
- c. In selecting from among eligible applicants for positions other than the first-year positions, programs should select the most qualified candidates as listed in 2.a. above. Appointment to PGY2 (and above) positions is contingent upon candidates being issued Kentucky medical licenses prior to the beginning of the training year.

All resident selection must be made without unlawful discrimination in terms of age, color, disability status, national origin, race, religion or sex, in keeping with University of Louisville standards as an Affirmative Action/Equal Opportunity employer.

**The enrollment of noneligible residents may be cause for withdrawal** of accreditation of the involved program and/or the sponsoring institution.

Approved by GMEC 10/15/2008