

**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. (first and last name), 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 (specify program) that is normally completed in _____ years. However, the Physician understands that this appointment is for the academic year 2008-2009 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 Delinquent Medical Records, Policy on ACLS, 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, as outlined in the resident duty hours and time keeping policies.

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. The effect of leave time on fulfillment of criteria for completion of training is included in the related leave policies.

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

_____ Date: _____

CHAIR OR DIRECTOR OF TRAINING

_____ Date: _____

KENTUCKY STATE LICENSE NUMBER

_____ Date: _____

DEAN, SCHOOL OF MEDICINE

