

TULANE UNIVERSITY SCHOOL OF MEDICINE RESIDENT AGREEMENT
1430 Tulane Avenue, New Orleans, Louisiana 70112

THIS AGREEMENT between The Administrators of the Tulane Educational Fund, on behalf of the Tulane University School of Medicine (hereinafter “Medical Center”) and _____ (hereinafter “Resident”) is entered into for the period from _____ through _____. Under the sponsorship of the Medical Center and supervision by faculty members of the Medical Center, Resident will serve as a ___ year resident in the Residency Program.

1. Policies and Procedures Resident Handbook. The Resident and Staff Graduate Medical Education Policies and Procedures 2009-2010 (hereinafter “the Manual”) contains the institutional guidelines, policies and procedures governing the selection, appointment, evaluation, and retention of residents at the Medical Center. The Resident will receive a copy of the Manual during orientation and it is posted on the GME website: <http://tulane.edu/som/gme/resources-for-directors-coordinators.cfm>; however, the Manual is subject to revision. The provisions of the Manual referred to in this Agreement, in their most recent version, are hereby incorporated into this document by reference. It is the responsibility of the Resident to familiarize him/herself with the information contained in the Manual, including any revisions, and to assure that he/she is in compliance with all policies and procedures contained therein at all times during the term of this agreement.
2. Stipend. Commencing _____ thru _____, the Resident will receive an annualized stipend of \$_____. This amount will be subject to the appropriate federal and state income tax, social security tax, and any other applicable deductions.
3. Leaves. The Medical Center provides for vacation/sick leave, parental leave, personal leave, leave of absence, and professional leave as set forth in Sections V. and XI of the Manual. The use of leave exceeding the limits established by the Medical Center or Program may require extension of the resident’s training as described in Section XI of the Manual.
4. Additional Benefits.
 - a. Support Services. It is understood that counseling, medical and psychological supportive services will be made available on an as needed basis.
 - b. Insurance. Health, life and disability insurance will be provided and are effective on the first day of Residency program unless specifically refused. Dental, as well as family medical insurance coverage may be purchased for eligible dependents through payroll deduction as described in Section V of the Manual.

- c. Professional Insurance. Liability insurance will be provided through the Tulane Self-Insurance Trust Program: \$1,000,000; and the Louisiana Patient Compensation Fund–Act 817 Qualification, or by the State or Federal plans when rotating through their supported facilities. These are occurrence-based coverages providing that any claim or action arising out of an event that occurred while the person was a resident **acting on behalf of Medical Center**, regardless of when the action is filed, is covered under the respective insurance programs or plans.
 - d. Educational Resources. Resident shall have access to information related to eligibility for specialty-based examinations as described in Section V of the Manual.
 - e. Other Benefits. Free parking will be available while on rotation in the Tulane University Medical Center area (TMC, VA, MCLNO). Sleeping quarters and meals will be provided while on-call. Lab coats and beepers will be available at no charge.
5. Duration of Appointment / Termination.
- a. One Year Term. The term of this agreement is for one year only (as stated in the opening paragraph of this agreement), and no guarantee of a subsequent contract(s) is expressed or implied even though the Resident may be participating in a multi-year residency program.
 - b. Condition for Reappointment. Conditions for the offer of any subsequent training agreement following an initial appointment and for promotion within the program are described in Section XIV of the Manual.
 - c. Termination with Cause. During the term of this agreement, the Medical Center may terminate this agreement with cause according to the conditions described in Section XIV of the Manual.
6. Grievance and Fair Hearing. The policies relating to resident grievances and the appeal and fair hearing process is presented in Section XIV of the Manual.
7. Resident Responsibilities. Resident physicians are expected to:
- a. Meet the qualifications for resident eligibility outlined in the Essentials of Accredited Residencies in Graduate Medical Education in the AMA Graduate Medical Education Directory.
 - b. Comply with Tulane’s verification procedures, which includes:
 - i) Documentation of identity and right to work.
 - ii) Proof of compliance with immunization policy.
 - iii) Accurate completion of the Tulane application for appointment to the housestaff, listing all information requested and returning the document in a timely manner prior to the hiring date so all information can be verified including medical school and previous residency training prior to beginning patient responsibilities.

- c. Obtain a valid, unrestricted Louisiana State Medical license or a training permit from the Louisiana State Board of Medical Examiners.
- d. Develop a personal program of self-study and professional growth under the general supervision of appropriately credentialed attending teaching staff.
- e. Participate in safe, effective and compassionate patient care under supervision, commensurate with level of advancement and responsibility.
- f. Participate fully in the educational activities of your program and, as required, assume responsibility for teaching and supervising medical students, and other residents and participate fully in institutional orientation and at least 50% in education programs and other activities involving the clinical staff.
- g. Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures, and policies of the Institution.
- h. Develop an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and participate in institutional committees and councils, especially those that relate to patient care review activities, quality assurance, and apply cost containment measures in the provision of patient care.
- i. Charts, records, and/or reports will be kept up to date and signed at all times. Failure to complete outstanding paperwork will result in discipline, including, but not limited to, suspension without pay.
- j. Follow the rules, regulations, policies and procedures of Tulane University School of Medicine, Tulane University and its affiliated institutions that relate to graduate medical education.
- k. Act in a professional and ethical manner.

Failure to meet any of the responsibilities listed in Section 7 may result in discipline, up to and including termination.

- 8. Resident Review. It is understood that as the position of housestaff physician involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities, the competence of the housestaff physician is evaluated on a regular basis. The program maintains a confidential record of the evaluations.
- 9. Closure or Reduction in Funding. Should any affiliated hospital close or reduce their funding of residency slots during a residency training program, every

attempt will be made to replace those training slots at another affiliated institution and to locate funds for completion of the academic year as set forth in Section III of the Manual. Should that not be available and it is necessary to reduce the number of residency positions in a given department, the affected house officers will be informed as early as possible. Assistance will be provided in finding a training position at another hospital, as outlined in Section III of the Manual. Additionally, if a residency training program is closed or reduced in size, the affected house officers will be notified as soon as possible and assistance will be provided to locate another training program for them.

10. Counseling Services, Disability, and Impairment. The Medical Center provides access and/or referral to medical, psychological and/or financial counseling, and support services as described in Sections V, XIV and XV of the Manual. Section II of the Manual describes the policies pertaining to residents with disabilities. Section XV of the Manual includes policies relating to physician impairment and substance abuse.
11. Duty Hours. It is understood that training, research, teaching and clinical assignments will be approved by the Chairman of the Department of _____. Duty hours will be consistent with institutional and program requirements based on educational rationale and patient need, including continuity of care with supervision available at all times and are discussed in Section VIII of the Manual.
12. Moonlighting. The Medical Center has incorporated policies covering professional activities outside of the residency program (moonlighting) in Section VI of the Manual and Resident agrees to abide by such policy.
13. Harassment/Discrimination. Issues related to all forms of unlawful harassment or discrimination will be handled as described in Tulane University's EO/Anti-Discrimination Policy, an updated copy of which is on Tulane's website. Any complaints of discrimination or harassment must be directed to the Office of Institutional Equity.
14. Severability. If any provision of this agreement is held invalid, such invalidity shall not affect any other provision of this agreement not held so invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect.
15. Modification and Waiver. This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. No term or condition of this agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provision of this agreement, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or

condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

16. Governing Law. This agreement is made in the state of Louisiana and shall be controlled by the laws of the state of Louisiana in all matters or interpretations of this agreement.

I accept the appointment outlined above and agree to all rules and regulations of Tulane University and affiliated institutions to which I am assigned. I agree to discharge all the duties of a resident as determined jointly by the affiliated institutions and the respective directors of training programs at Tulane University School of Medicine, and I acknowledge that I have read and understand the Institutional Policies referred to in Paragraph 1.

_____, M.D.
Date Signature

ACCEPTED:

_____, M.D.
Date Printed Name

Date Residency Director

Date Department Chair

Date Jeffery G. Wiese, M.D.
Associate Dean for Graduate Medical Education