

Appendix C: SAMPLE CONTRACT

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 (the “School of Medicine”) and _____ (“Resident”) is entered into for the period from dd/mm/yyyy through dd/mm/yyyy. Under the sponsorship of the School of Medicine and supervision by faculty members of the School of Medicine, Resident will serve as a _____ (#) (PGY) year resident in the _____ Residency/Fellowship Program (the “Program”).

1. Policies and Procedures Resident Handbook. The Resident and Staff Graduate Medical Education Policies and Procedures for ____ (hereinafter “the Manual”) contains the institutional guidelines, policies and procedures governing the selection, appointment, evaluation, and retention of residents at the School of Medicine, including policies referenced in this Agreement. Resident will receive a copy of the Manual during orientation and it is posted on the GME website (<https://medicine.tulane.edu/education/graduate-medical-education>). The Manual, and the policies therein, are subject to revision from time to time. It is the responsibility of Resident to be familiar with the information contained in the Manual, including any revisions, and to be in compliance with the policies and procedures contained in the Manual at all times during the term of this Agreement.
2. **[IV.C.2.c)]** Stipend. Commencing dd/mm/yyyy through dd/mm/yyyy, Resident will receive an annualized stipend of \$_____. The stipend is subject to the applicable federal and state income tax, social security tax, and other applicable deductions.
3. **[IV.C.2.i)]** Leaves. The School of Medicine provides for discretionary vacation, sick leave, parental leave, bereavement leave, educational leave and additional leaves of absence as further set forth in the Section 2, XI of the Manual.
4. **[IV.C.2.j)]** Effect of Leave. The use of leave exceeding the time frames established by the School of Medicine or by the Program may require an extension of Resident’s training in order for Resident to satisfy requirements for Program completion and eligibility to participate in specialty board examinations. Further information on the effects of leave and timely notice regarding the effects of leave are set forth in Section 2, XI of the Manual.
5. **[IV.C.2.c)]** Additional Benefits.
 - a. Support Services. The School of Medicine provides access to confidential, affordable medical health assessments, counseling, medical and psychological support services and treatment, 24 hours a day, seven days a week, as further detailed in the Manual.
 - b. **[IV.C.2.g)]**; **[IV.C.2.h)]** Benefits; Disability Insurance; Health Insurance. Subject to the terms and conditions of the plan documents and underlying insurance policies in effect from time to time, Resident is eligible to participate in employee benefit programs generally

available to School of Medicine residents. These benefit programs currently include payment of premiums for life insurance and disability insurance. Health insurance is offered for residents and their eligible dependents. These and other benefits, including enrollment information, as applicable, are described more fully in benefit summaries on the web site of the School of Medicine (<https://medicine.tulane.edu/education/graduate-medical-education/resources-residents-fellows>) and in Section 2, V of the Manual on financial and resource support of residents. Eligibility for medical insurance benefits and disability insurance benefits for Resident and Resident's eligible dependents begin on the first day that Resident is required to report for residency/fellowship. Residents new to a residency program at the School of Medicine will need to select and enroll in a medical insurance plan, or waive coverage, within the applicable enrollment period.

- c. **[IV.C.2.f)] Professional Insurance.** Professional liability insurance coverage for claims arising from care and treatment provided by Resident while acting in the course and scope of his/her/their residency program at the School of Medicine or other Tulane affiliated facilities ("Tulane") is a combination of coverages that include qualification of residents with the Louisiana Patient's Compensation Fund ("PCF") pursuant to La. R.S. 40:1231.1 et seq. (the Louisiana Medical Malpractice Act, the "Act"). Residents are enrolled with the PCF and are qualified health care providers entitled to the protections and benefits of the Act, including the limitation of liability. The Act's statutory scheme includes Tulane's coverage of residents by its Self-Insurance Program. Both of these coverages are occurrence based and provide legal defense and protection against claims or actions arising out of an event that occurred while the person was a resident acting on behalf of the School of Medicine in Louisiana, regardless of when the action is filed. Coverage with respect to State of Louisiana and/or Federal facilities have separate coverages from the School of Medicine's Program and additional information pertaining to such coverages can be found in Section 2, V in the Manual, if applicable. Tulane also secures excess coverage by commercial insurance policies that apply to claims arising when residents are rotating or acting in the course and scope of his/her/their residency on behalf of Tulane in other states than Louisiana. These excess insurance policies are claims made.
 - d. **[IV.C.2.k)] Educational Resources; Board Eligibility.** Resident shall have access to information related to eligibility for specialty-based examinations. Information related to eligibility for specialty board examinations is maintained by and available from each Program.
6. **[IV.C.2.b)] Duration of Appointment/Termination.**
- a. **One-Year Term.** The term of this Agreement is one year, as stated in the opening paragraph of this Agreement. Resident is not guaranteed subsequent reappointment even if Resident is participating in a residency program that requires multiple years of training to complete the residency.
 - b. **[IV.C.2.d)] Condition for Reappointment and Promotion.** Reappointment and promotion decisions are based on Resident's performance in the Program. Conditions for reappointment and promotion to a subsequent program year are described Section 3, XIV in the Manual. Any subsequent appointment will be documented by execution of a new agreement.

- c. Termination/Dismissal. During the term of this Agreement, the School of Medicine may dismiss Resident from the Program and terminate this Agreement according to the conditions and processes described in the Manual, including due to a failure by Resident to adhere to academic, clinical and professional program and institution standards. This Agreement will terminate as of the effective date of a dismissal of Resident from his/her/their Program.
7. **[IV.C.2.e)] Grievances and Due Process**. The School of Medicine's policy relating to resident grievances and the appeals and fair hearing policy and procedure is set forth in Section 3, XV of the Manual. Residents are afforded a hearing with respect to certain actions, including suspension, non-renewal of a resident contract, non-promotion or resident dismissal.
8. **[IV.C.2.a)] Resident Responsibilities**. Resident physicians must:
 - a. Meet the qualifications for resident eligibility outlined in Section 1, I of the Manual.
 - b. Comply with Tulane's verification procedures, which include:
 - i) Provide identification verification (social security number and additional verifications) and verification of Resident's right to work in the United States, as further outlined in **Section 18** of this Agreement.
 - ii) Provide proof of Resident's compliance with the School of Medicine's then-current immunization policy.
 - iii) Accurately complete the Tulane application for appointment including all information requested and return 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.
 - iv) If Resident's eligibility for employment is dependent on the Resident's ability to obtain appropriate immigration status, such status must be obtained on or prior to the date on which the Resident's appointment is scheduled to begin.
 - v) Completion of authorization forms as may be required for participation in the Program or in connection with the appointment application.
 - c. Obtain, prior to the start of employment, and thereafter maintain, a full, unrestricted Louisiana medical license or a training permit from the Louisiana State Board of Medical Examiners (LSBME). In connection with obtaining a medical license in Louisiana, Resident must undergo and satisfy LSBME's applicable background checks.
 - 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 Resident's level of training, advancement and responsibility.
 - f. Participate fully in the educational activities of the Resident's program and, as required, assume responsibility for teaching and supervising medical students, and other residents.

- g. Participate fully in institutional orientation and activities and attend/participate in at least fifty percent of education programs and other activities involving the medical staff.
- h. Participate in institutional programs and activities involving the medical staff and adhere to professional standards of the medical staff.
- i. Develop an understanding of ethical, socioeconomic and medical/legal issues that affect graduate medical education and participate in institutional committees and councils, especially those committees or councils that conduct patient care/peer reviews or involve quality assurance or quality improvement. Resident is expected to apply appropriate cost containment measures in the provision of patient care.
- j. Keep charts, records, and/or reports up to date and signed in compliance with applicable medical record policies at all times. Failure to complete medical records and outstanding clinical or academic paperwork will result in discipline, including, but not limited to, suspension without pay.
- k. Follow applicable rules, regulations, policies and procedures of Tulane University School of Medicine, Tulane University and its affiliated institutions.
- l. Act in a professional and ethical manner.

Resident's failure to meet and continue to satisfy each of the responsibilities listed in this **Section 8** may result in discipline, up to and including dismissal and termination of this Agreement.

- 9. Resident Review. The position of a resident physician in the School of Medicine involves a combination of supervised, progressively more complex and independent patient evaluation and management functions and formal educational activities. Resident's competence and progress in clinical training is evaluated on a regular basis in accordance with the Manual.
- 10. Closures or Reduction in Funding. In the event the School of Medicine decides to close or decides to close or reduce the size of residency or fellowship program, affected residents will be notified as soon as possible. The School of Medicine will work to replace those training slots at another institution affiliated with the School of Medicine to allow current residents in affected program(s) to complete their residency at the School of Medicine or assistance will be provided to residents in enrolling in another ACGME-accredited program in which residents can continue their education, as detailed in the School of Medicine's Policy on Closure, Reduction or Expansion set forth in the Manual.
- 11. Counseling Services, Disability, and Impairment. The School of Medicine provides access and/or referral to medical, psychological and/or financial counseling, and support services as described in the Manual. The Manual describes the policies pertaining to residents with disabilities and includes policies relating to physician impairment and substance abuse.
- 12. **[IV.C.2.I)]** Clinical and Educational Work Hours. Resident's training, research, teaching and clinical assignments are the primary responsibility of Resident's program with additional review

and approval by the Chairman of the Department of [_____]. Resident's work hours will be consistent with program requirements and School of Medicine work hour limitations, as further set out in Section 2, VIII of the Manual.

13. [IV.C.2.I)] Moonlighting. The School of Medicine has incorporated policies covering professional activities outside of the residency program (moonlighting) into the Manual at Section 2, VI. First year residents (PGY-1 residents) are not permitted to moonlight. Resident agrees to abide by the School of Medicine's moonlighting policy.
14. Harassment/Discrimination. The School of Medicine is committed to maintaining a learning environment in which all individuals are treated with respect and dignity. Concerns related to harassment, discrimination, or unwelcome conduct of a sexual nature will be handled as described in Tulane University's Equal Opportunity/Anti-Discrimination Policy. A copy of Tulane's EO/Anti-Discrimination Policy can be found at: <https://equity.tulane.edu/report-claim/policies>. All concerns related to harassment, discrimination, or unwelcome conduct of a sexual nature should be directed to the Office of Institutional Equity (504-862-8083) or at oi@tulane.edu, or by submitting a concerns report at [Tulane.edu/concerns](https://tulane.edu/concerns).
15. 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.
16. 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.
17. 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.
18. Eligibility for Employment: The Immigration Reform and Control Act requires that the identity and residency status of all persons employed by Tulane University be verified and that the candidate be legally eligible for employment in the United States. On or before the Resident's first day of employment the Resident must present documentation to establish the Resident's identity and employment eligibility and complete an Employment Eligibility Verification form. This appointment is contingent upon Resident's production of such documents and completion of the required form upon Resident's date of hire. In addition, Tulane University participates in the Department of Homeland Security's E-Verify program. This appointment is also contingent on receiving an appropriate authorization from the Department of Homeland Security.

I accept the appointment outlined above and agree to all rules and regulations of Tulane University, the School of Medicine and of the affiliation institution/participating sites 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 in the Manual referred to in Paragraph 1.

ACCEPTED:

_____, M.D.
Date Resident/Fellow Signature

_____, M.D.
Resident/Fellow Printed Name

Date Residency/Fellowship Program Director Signature

Residency/Fellowship Program Director Printed Name

Date Program Department Chair Signature

Program Department Chair Printed Name

Date Associate Dean for Graduate Medical Education/DIO

Associate Dean Printed Name