

# Sample Resident Contract

## AUSTIN MEDICAL EDUCATION PROGRAMS

### RESIDENCY AGREEMENT

This Agreement is made and entered into between CTMF, Inc., dba Austin Medical Education Programs ("AMEP"), a Texas nonprofit corporation and Name of Resident, M.D. or D.O. ("Resident") upon the following terms and conditions and for the following purposes:

1. **Purpose.** AMEP operates a residency training program which renders hospital and medical treatment to the persons in Austin and surrounding counties in multiple medical facilities including Brackenridge Hospital, Children's Hospital of Austin, and Shoal Creek Hospital, operated by Daughters of Charity Health Services of Austin. AMEP desires to appoint Resident to participate in said program to assure the availability of qualified physicians in the future. The residency program is, first and foremost, an educational experience designed to provide Resident with an opportunity to acquire clinical judgment and proficiency in the practice of medicine through the progressive assumption of personal responsibility for patient care in a supervised, educational environment which meets the requirements of the Accreditation Council for Graduate Medical Education. Resident desires to accept said appointment and participate fully in the AMEP residency program.
2. **Appointment.** Resident is hereby appointed as a resident/fellow at the postgraduate year \_\_\_ level, hereinafter referred to as PGY \_\_\_, in the Name of Program graduate medical education program ("Program"). The appointment is contingent on confirmation of Resident's graduation from medical school, satisfaction of the requirements for resident eligibility and, if applicable, the satisfaction of requirements for a J-1 visa. The appointment is also contingent on Resident's submitting to (a) a confidential pre-employment drug screening and providing an unadulterated specimen which does not produce confirmed positive test results; and (b) a post-offer criminal history background check, the outcome of which shall be evaluated in accordance with SETON HR Policy 400.02 & 400.02A. More detailed appointment information including institutional orientation, licensure/institutional permits, DEA registration, professional activities outside of the Program, and "moonlighting" will be found in "AMEP-Institutional Resident Manual" which is attached hereto as Exhibit A and incorporated by reference. Resident is required to meet all requirements for appointment and continuation of said appointment which are contained in Exhibit A.
3. **Term.** The period of Resident's appointment as PGY 1 in the Program will begin on Start Date and end on End Date.
4. **Stipend and benefits.** For satisfactory participation in the Program during the term of this Agreement, Resident will receive an annual salary of \$ Annual Salary payable in biweekly installments. Resident will additionally receive benefits as may be established by AMEP for its residents from time to time. Resident salary is subject to all deductions required by state and federal law and such other deductions as resident may authorize. More detailed salary and benefit information, including, but not limited to, information on health insurance; life insurance; disability insurance; professional liability insurance (including tail coverage); the availability of confidential counseling, medical, psychological and other support services; vacation and leave policies; and the availability and rules regarding meals, parking, housing, and laundry will be found in Section 6 of Exhibit A. The Anti-Harassment and Non-Discrimination policy and procedure is found in Section 5 of Exhibit A and is incorporated by reference.
5. **Resident's Responsibilities.** Resident will be expected to perform such duties and responsibilities as may be assigned and use his/her best efforts to provide safe, effective, and quality patient care. Assignment of duties and responsibilities shall be subject to the Resident Duty Hours policy and procedure found in Section 5 of Exhibit A. Such performance will be subject to all rules and regulations established by the AMEP Board of Trustees, rules and regulations contained in Exhibit A. Resident is also required to adhere to rules and standards applicable to Resident's specific residency program as located in the Essentials of Approved Residencies, promulgated by the Accreditation Council for Graduate Medical Education (ACGME). The position description and basic responsibilities of an AMEP resident are found in Chapter 5 of Exhibit A.

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6. **Termination.** Appointment as a Resident at AMEP is for 12 months. Resident will be notified at least one hundred twenty (120) days prior to the conclusion of this appointment if AMEP does not intend to offer an appointment to Resident for the following year as a PGY\_\_\_\_. Resident must notify the program director by that same date if Resident does not plan to continue in the residency program after completion of the current level of appointment. Additional provisions regarding termination of this Agreement and Residency Closure or Reduction procedures are located in Sections 4 and 7 of Exhibit A.
7. **Performance Evaluations.** Resident performance as a PGY\_\_\_ will be reviewed and evaluated by the faculty of the Program at least semiannually. Resident may be dismissed from the Program during the term of this Agreement upon the determination by AMEP through the Program faculty that Resident's level of performance or professionalism does not meet the standards of the Program and is unsatisfactory. Such dismissal shall be in accordance with AMEP procedures. More detailed information concerning Resident Due Process and Appeal and Grievance policies and procedures are found in Section 7 of Exhibit A. The Physician Impairment policy is located in Section 5 of Exhibit A.
8. **Billing and Collections.** AMEP shall be responsible for billing and collection for Resident professional services provided pursuant to this Agreement. Resident shall cooperate with AMEP as reasonably requested in the provision of information and the completion of any necessary forms for third-party reimbursement.
9. **Severability.** In the event any provision(s) of this Agreement is (are) held invalid, the remainder of this Agreement shall not be affected by such invalidity.
10. **Amendment.** This Agreement may only be amended in writing and signed by both parties, provided, however, that the manual entitled "AMEP-Institutional Resident Manual," which is incorporated as Exhibit A may be amended from time to time by AMEP alone. AMEP shall promptly provide Resident with a copy of any such amendments.
11. **Governing Law.** This Agreement is governed by Texas law.
12. **Compliance with Laws and Regulations.** Resident agrees to comply with all state, federal and local laws, rules and regulations applicable to the educational residency program and the professional services provided by Resident including without limitation the Texas Medical Practice Act and the Medicare rules and regulations. Resident agrees to comply with each educational site's accreditation regulations.
13. **Notice.** Any notices contemplated under this Agreement shall be deemed effectively given when personally delivered or received through United States certified mail posted to the noticed party at its or [his/her] current address, as listed on the signature page of this Agreement.
14. **Assignment.** This Agreement may be assigned by AMEP to any corporation, professional association or other entity of any kind succeeding to the business of AMEP in connection with the merger, consolidation or transfer of all or substantially all of the assets and business of AMEP to such successor. Resident may not assign this Agreement or delegate or subcontract any duties hereunder whether in whole or in part to any party without the express, prior written consent of AMEP.
15. **Entire Agreement.** This Agreement and Exhibits supersede any previous understanding between the parties, oral or otherwise, and constitute the entire agreement between the parties relating to the subject matter hereof.

**For more information about salary and benefits  
please see our website at: [www.amepgme.net](http://www.amepgme.net)**

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Resident's signature below indicates *[his/her]* acceptance of the position as PGY\_\_ in the Name of Program residency program and the terms and conditions set forth above. Resident's signature also indicates that he/she has read, understood and agrees to comply with the "AMEP-Institutional Resident Manual," which is attached as Exhibit A.

\_\_\_\_\_  
Program Director Name (Print)

James O. Lindsey, M.D.  
Executive Director Name (Print)

\_\_\_\_\_  
Program Director Signature

\_\_\_\_\_  
Executive Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Name of Program  
Program Address  
Austin, Texas 78701

\_\_\_\_\_  
Name of Resident, M.D. or D.O.  
Resident Name (Print)

\_\_\_\_\_  
Resident's Signature

Resident's Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Date Accepted

Original: Resident File  
Copy: GME Administrative Office  
Copy: Resident

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