

INTERNAL MEDICINE RESIDENCY CONTRACT
Sanford School of Medicine of The University of South Dakota
Sioux Falls, South Dakota

This agreement is between the Sanford School of Medicine of The University of South Dakota Internal Medicine Residency Program, hereafter referred to as the "Program", the Sanford School of Medicine of The University of South Dakota Residency Corporation, hereafter referred to as the "Corporation", which serves as the paymaster for the Program, and the Internal Medicine Resident, (First_Name) (Last_Name), (MD/DO), hereafter referred to as the "Resident" whose signature is affixed below.

TERMS OF THE AGREEMENT:

This agreement is in effect commencing July 1, 2009, and expiring June 30, 2010.

STIPEND:

As of July 1, 2009, the undersigned Resident shall be recognized as a PGY1 year Resident and shall receive a stipend of \$47,200 to be paid in 24 semimonthly installments. The Resident may receive an inflation adjustment during the term of the agreement, but such adjustment is within the sole discretion of the Corporation and shall not be retroactive.

OBLIGATIONS OF THE RESIDENT:

The Resident agrees to:

1. Fulfill the education and service requirements of the Residency Program established and amended from time to time, and as required, assume responsibility for teaching and supervising other residents and students.
2. Provide safe, effective and compassionate patient care under supervision, commensurate with the Resident's level of advancement and responsibility.
3. Comply with the rules, regulations and policies of the Program, Corporation and the affiliated institutions as may be implemented or amended from time to time.
4. Provide service at the times, places and under the conditions as required by the Program and Corporation.
5. Participation in Institutional Committees and Councils.

OBLIGATIONS OF THE PROGRAM/CORPORATION:

The Program/Corporation agrees to:

1. Provide a program of instruction and experience which meets the Program requirements for the Residency Program established by the appropriate Residency Review Committee and the Accreditation Council for Graduate Medical Education.
2. Provide written rules and regulations defining the duties and privileges of the Resident contained in the "Resident Manual."
3. Provide a stipend and benefits as described in this contract.

4. Provide a certificate upon satisfactory completion of the Program.

EVALUATION AND PROMOTION:

Annual reappointment and stipend increase shall be subject to an evaluation by the faculty and promotion by the Program's designated review committee as described in the "Resident Manual."

INSURANCE:

The Corporation agrees to pay for the following fringe benefits during the term of this Agreement, subject always to underwriting, eligibility, and all other conditions and requirements of any policy or plan:

1. Professional liability insurance premiums for the Resident while acting in the performance of his/her duties and in the course and scope of his/her assignment. This coverage shall be maintained effective at all times during the term of this Agreement and will provide a "tail" at the time of termination. While at the VA Hospital, the United States Government provides protection against suits for malpractice or negligence in the care and treatment of VA patients. It is understood that a Resident who participates in rotations outside the scope of the Program is not covered by liability or other indemnity.
2. Health insurance premiums for the Resident and his/her dependents.
3. Dental insurance premiums for the Resident. Family coverage can be added at the Resident's expense.
4. Group life, accidental death and dismemberment insurance premiums for the Resident and group life insurance premiums on his/her dependents.
5. Long-term disability insurance premiums for the Resident.

The terms and conditions of the benefits described in this paragraph are set forth in the insurance policies and any certificate of coverage. The Corporation shall exclusively decide the insurer, type of policy and extent of coverage for professional liability, health, dental, life and disability insurance to be used by the Corporation. The Corporation reserves the right to add, alter, amend, discontinue or substitute plans at any time without consent of the Resident.

UNIFORMS:

The Corporation agrees to provide the Resident three (3) long laboratory coats at the beginning of the first year in the Residency Program.

EDUCATIONAL ALLOWANCE:

The Corporation shall provide an educational allowance for documented educational expenses per contract year as described in the "Resident Manual." The amount granted is dependent upon the Resident's program year (PGY), as follows:

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|----|---------------|-------|
| a. | PGY 1 | \$350 |
| b. | PGY 2 | \$450 |
| c. | PGY 3 & above | \$550 |

MEALS, LAUNDRY AND LIVING QUARTERS:

Meals are provided at Sanford Hospital, Avera McKennan Hospital and the VA Hospital during duty hours as described in the “Resident Manual.” The hospitals shall provide suitable on-call quarters. No laundry service is provided.

VACATION LEAVE:

The Corporation agrees to provide three (3) weeks (15 days) of paid non-cumulative vacation leave per contract year. Vacation must be taken in the contract year accrued and cannot be accumulated from year to year. Vacation must be scheduled and taken with the prior approval of the Program Director. Residents should follow policy guidelines as described in the “Resident Manual.”

SICK LEAVE:

The Corporation agrees to provide two (2) weeks (10 days) of paid non-cumulative sick leave per contract year. Residents should follow policy guidelines as described in the “Resident Manual.”

BEREAVEMENT LEAVE:

The Corporation shall allow a maximum of three (3) days of paid bereavement leave with the prior approval from the Program Director and for the reason as described in the “Resident Manual.”

EDUCATIONAL LEAVE:

The Corporation agrees to provide five (5) days of paid educational leave. Educational leave must be scheduled and taken with the prior approval of the Program Director as described in the “Resident Manual.”

MATERNITY / PATERNITY / ADOPTION / FAMILY MEDICAL LEAVE:

The Program/Corporation will abide by the maternity, paternity, adoption & family medical leave policies as described in the “Resident Manual.”

LEAVES OF ABSENCE POLICY:

The Program/Corporation will abide by the Leave of Absence policy as described in the “Resident Manual.” The Resident should also refer to the “Resident Manual” concerning the effect any leave has on satisfying the criteria for completion of the Program. Any approved leave of absence may automatically extend the contract year by the number of days taken on the approved leave of absence.

OFF-DUTY ACTIVITIES:

The Resident is free to use his/her off-duty hours as he/she desires so long as such activities do not interfere with his/her obligations to the Hospitals or the effectiveness of the educational program as determined by the Program Director. The Resident must abide by the Program’s moonlighting policy as described in the “Resident Manual.”

GENERAL MEDICAL, PSYCHOLOGICAL AND COUNSELING SUPPORT SERVICES:

The Program/Corporation will facilitate access to confidential general medical, psychological and counseling support services, which may be provided through the Sanford School of Medicine faculty.

MANUAL POLICIES:

The “Resident Manual” contains policies which are incorporated by reference into this contract including, but not limited to the following:

1. Discrimination/Harassment
2. Grievance Procedure
3. Disciplinary Action and Assurance of Due Process
4. Substance Abuse - The policy is found under the “Disciplinary Action and Assurance of Due Process.” Resident education is also provided at Resident Orientation.
5. Duty Hours

Policies identified in the Manual may be amended, modified, replaced, or terminated at any time.

TERMINATIONS:

The Program/Corporation may terminate this agreement at any time upon the following grounds:

- a. should the Resident, in the Program/Corporation’s opinion, fail to satisfy his/her obligations under this Contract;
- b. fails to act within his/her best professional capacity and ability, or commensurate with the highest standards of practice and ethics applicable to the provision of medical care;
- c. other ground identified in the “Resident Manual.”

UNDERSTANDINGS:

1. The Resident agrees and understands that any and all information, facts, charts, files, laboratory, x-ray and other test results, etc., are the sole property of the institution in which the Resident is assigned. The former, as well as the patient names, shall be held in the utmost confidence by the Resident, and not be revealed or used outside the premises of the affiliated hospital and the patient, if any involved.
2. The Resident affirms in accepting this appointment that he/she is not under obligation to any other residency program, hospital, or institution to serve for this period as described above.
3. Subject to the Resident’s rights, if any, under the Americans with Disabilities Act, and subject to the assurance of due process policy, should the Resident become disabled and unable to perform his/her duties for a period in excess of two (2) months, or die during the contract term, this contract may terminate and the Program/Corporation shall have no further obligations hereunder.
4. The Resident agrees the stipend, benefits, and the instruction and experience received is the sole remuneration to which he/she is entitled, and shall not accept fees or other compensation from

patients or engage in any employment outside of the Program/Corporation with the exception of approved moonlighting as described in the “Resident Manual.”

5. Should the Program/Corporation close a residency training program or reduce the size of the program, the Resident will be informed at as early a date as possible. In the event of such a reduction or closure, the Program/Corporation will make every effort to allow residents already in the program to complete their education. If any residents are displaced by the closure of a program or a reduction in the number of residents, the Program/Corporation will make every effort to assist the resident in identifying a program in which they can continue their education.
6. The implementation of this contract is contingent upon verification of all credentials.
7. This offer is valid for twenty (20) calendar days from the offer date of «Offer_Date».

IN WITNESS WHEREOF, the parties have hereunto set their hand on the dates as hereinafter set forth.

Date

Resident

Date

Program Director
Sanford School of Medicine
of The University of South Dakota

Date

G. Michael Tibbitts, M.D.
President
Residency Corporation
Sanford School of Medicine
of The University of South Dakota

Revised: 10/29/07