

**«Contract\_Title» Agreement  
Sanford School of Medicine of The University of South Dakota  
Sioux Falls, South Dakota**

This Agreement is between Sanford School of Medicine of The University of South Dakota «Contract\_Title\_2», 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 «Residency» Resident, «First\_Name» «Last\_Name», «MDDO», hereafter referred to as the “Resident” whose signature is affixed below.

**TERMS OF THE AGREEMENT:**

This Agreement is in effect commencing «Beginning\_Date», and expiring «Ending\_Date».

**STIPEND:**

As of «Beginning\_Date», the undersigned Resident shall be recognized as a «PGY\_Resident» year Resident and shall receive a stipend of «Salary» to be paid in 24 semimonthly installments.

**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 rotation sites 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. Participate in Committees and Councils as assigned.
6. Abide by The Honor Code of the Program.

**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 agreement and/or the Resident Manual.
4. Provide a certificate upon satisfactory completion of the Program.

### **EVALUATION AND PROMOTION:**

Formative and summative evaluations will be conducted per the residency manual with the intent to document progress for reappointment, promotion to a subsequent PGY level, and competence to practice independently. Promotion is based in milestone achievement as determined by the Program Director with input from the Clinical Competence Committee.

### **INSURANCE:**

The Corporation shall provide at its expense the following benefits during the term of this Agreement, subject 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 this liability or other indemnity, and is required to obtain alternative, appropriate insurance at his/her expense.
2. Health, dental, vision, group life, accidental death and dismemberment, and long-term disability insurance premiums for the Resident.
3. Health, vision and group life insurance premiums for his/her dependents.

The terms and conditions of the benefits described in this paragraph are set forth in the insurance policies and any certificate of coverage.

### **LEAVES:**

The Program/Corporation will abide by all leave policies as specified in the Resident Manual. Vacation leave of 15 days, Paid Days Off (PDO) of 10 days, and Family and Medical Leave of 10 days (offered only once during the residency program for qualifying events) will not affect length of program. FMLA leave without pay or a Leave of Absence may automatically extend the Agreement year. The Program/ Corporation will notify the Resident in a timely manner if any leave will extend the training period/program completion.

### **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 rotation sites or the effectiveness and integrity of the educational program as determined by the Program Director. The Resident must abide by the Program’s moonlighting and professionalism policies as described in the Resident Manual.

**RESIDENT 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 “Physician Impairment.” Resident education is also provided at Resident Orientation. The Program/Corporation will facilitate access to confidential general medical, psychological and counseling support services.
5. Duty Hours

**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 Agreement;
- b. should the resident fail 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. closure or reduction in size of the Program;
- d. failure of the resident to verify eligibility to reside, train, and work in the United States;
- e. other ground identified in the “Resident Manual.”

**UNDERSTANDINGS:**

1. In accordance with federal HIPAA guidelines, 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, including through the use of electronic media.
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 three (3) months during the Agreement period, Agreement may terminate and the Program/Corporation shall have no further obligations hereunder.

4. Recognizing that each medical specialty has its own rules in regards to specialty board eligibility, the eligibility rules for each specific residency are available from the residency program as well as the ABMS website.
5. The implementation of this Agreement is contingent upon verification of all credentials.
6. This offer is valid for twenty (20) calendar days from the offer date of «Offer\_Letter\_Sent».

By signing this Agreement, the parties acknowledge that they have read and understand all portions of the Agreement. It is further understood that the Resident is responsible to read, understand, and follow the policies as outlined in the Resident Manual.

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

\_\_\_\_\_

Date

\_\_\_\_\_

«First\_Name» «Last\_Name», «MDDO»  
Resident

\_\_\_\_\_

Date

\_\_\_\_\_

«Program\_Director»  
Program Director  
«Contract\_Title\_2»  
Sanford School of Medicine  
of The University of South Dakota

\_\_\_\_\_

Date

\_\_\_\_\_

Nedd Brown, Ed.D.  
Associate Dean, Graduate Medical Education  
Residency Corporation  
Sanford School of Medicine  
of The University of South Dakota

Revised: 03/07/2022