



**San Antonio Uniformed Services
Health Education Consortium
San Antonio, Texas**

SAUSHEC Resident Training Agreement 2016

As a resident assigned to a SAUSHEC Graduate Medical Education (GME) program, I understand that SAUSHEC shall provide a graduate medical education system that meets all the standards of, and is accredited by, the Accreditation Council for Graduate Medical Education (ACGME), Army Regulation 351-3, Professional Education and Training Programs of the AMEDD, and Air Force Instruction 41-117, Medical Education. Note: The term "resident" is used to designate all GME trainees at any Post Graduate Year (PGY) level.

I understand the following policies and my rights, responsibilities, and benefits outlined herein:

I. RESIDENT RESPONSIBILITIES:

A. To develop a personal program of learning to foster continued professional growth with guidance from the teaching staff.

B. To commit to patient safety and improving the quality of healthcare delivery. This commitment, in part, will be demonstrated through active communication, abidance to policies and participation in initiatives related to improving patient safety, quality improvement, transitions in care, supervision and duty hours. I have read the Common Core Curriculum Quality Requirements and understand the minimums necessary for graduation from my training program.

C. To participate fully in the educational and scholarly activities of the training program; to meet all program and applicable Air Force and Army requirements; to demonstrate the knowledge, skills, and attitudes defined by the program in the ACGME's six competencies; and to assume responsibility for teaching and supervising other residents and medical students as required.

D. To adhere at all times to the highest standards of integrity, professionalism, and ethical conduct for physicians and officers of the U.S. Armed Services, and to conduct myself in a manner that will model caring for my team and others. I acknowledge receipt of the SAUSHEC Professionalism Expectation and Action template.

E. To complete United States Medical Licensing Examination (USMLE) Step 3 or Comprehensive Osteopathic Medical Licensing Examination (COMLEX) Level 3 during PGY-1 (internship year). Failure to do so may result in adverse academic action by the Graduate Medical Education Academic Action Subcommittee (GMEAC) and may also result in the resident being administratively withdrawn from the training program. The initial test must be taken by 15 March of the internship year, or if off-cycle, prior to the end of the ninth month of internship training.

F. To comply with Department of Defense (DoD) policies requiring all residents to have in their possession a current, active, valid, and unrestricted state medical license no later than one year following completion of postgraduate year one (PGY-1). Completion of an application for a state medical license must occur no later than 1 January of the PGY-2 year, or if off-cycle, prior

to the end of the sixth month following internship training. Failure to obtain and maintain a professional license within the established timelines will result in adverse academic action by the GMEAC. Failure to obtain and maintain the license may also result in “flagging” of military records and adverse personnel actions, ineligibility to be selected for further GME training, failure to advance to the next post graduate year (PGY 3) level, reclassification, and/or separation from the military.

G. To complete a graduation paper by 30 April of the last year of training. Specific requirements are outlined in the SAUSHEC Graduation Paper Policy. Failure to meet the graduation paper requirement will result in academic action by the GMEAC. This paper is an absolute requirement for graduation from a SAUSHEC training program.

H. To participate as appropriate in hospital and medical staff activities, and to adhere to established practices, procedures, and policies of the hospitals in which training occurs. This includes, as appropriate, participation through peer-nominated representation on hospital committees and councils whose actions affect education and/or patient care.

I. To submit to the program director, at least annually, confidential written evaluations of the faculty and of educational experiences of the training program.

J. To meet all ACGME and military training and administrative requirements as designated in SAUSHEC GME Policies and your service-specific military GME training agreement (military obligation agreement). This includes helping the training program remain in compliance with ACGME Duty Hour restrictions, honestly reporting duty hours, participating in annual Fatigue Management training and actively intervening for impaired peers to protect patients.

K. To report to the program director use of any medication taken, or still having an effect, during duty hours that could adversely impact cognitive ability, judgment, or ability to perform clinical and educational duties.

L. To maintain required medical qualifications such as BLS, ACLS, NRP, and PALS and to obtain timely recertification so that no lapse in certification occurs.

M. To meet, without exception, service-specific height/weight standards and physical fitness requirements to qualify for advancement and for graduation from residency as specified in Army and Air Force regulations and the your service-specific military GME training agreement (military obligation agreement). Reports of failures will be communicated expeditiously to GME personnel for appropriate actions. Inability to pass height/weight standards or physical fitness testing may result in not being permitted to advance to the next year of residency training and other service-specific actions.

N. To obtain from the program director and/or rotation director a written description of program-specific responsibilities and supervision responsibilities for the care of patients. These are typically included in each program’s resident handbook. Compliance with these specific requirements is mandatory.

O. To obtain from the program director and/or rotation director a description of the usual call schedule and schedule of assignments (rotations), and to comply with these schedules.

P. To comply with the restriction on Outside Practice Activities (Moonlighting). AR 351-3, para 6-7b and AFI 44-102, para 1.7.4.7 *expressly forbid* outside medical practice and/or gainful employment during residency training. Such practice and employment constitutes grounds for dismissal from the training program.

Q. To acknowledge that any adverse academic action, such as probation, extension, and/or termination from training, may require the physician in training to report such action to licensing and credentialing agencies in the future.

R. To comply with medical professionalism and Department of Defense guidelines regarding fraternization between individuals in superior/subordinate roles. To take great care to avoid personal relationships with other individuals within the line of supervision or chain of command/authority and avoid the complications (including the perception of favoritism) that may result from these relationships. Such relationships can compromise supervisory lines of authority and may be subject to prosecution under the Uniformed Code of Military Justice and/or action under SAUSHEC Due Process policies. Among other relationships, military officers are prohibited from dating or socializing with enlisted personnel.

S. To refrain from other prohibited activity, such as:

1. Prescribing psychoactive medications or controlled substances to oneself or family members. Air Force residents are further prohibited from any self-prescribing.

2. Resigning from the first year of residency training (for Air Force residents).

3. Taking unauthorized days off from duty without being in an approved leave status.

II. RESIDENT BENEFITS AND RIGHTS:

Per DoD regulations, my family and I will receive the same benefits in the areas of health care, leave (including parental leave), welfare, recreation, financial support (including retirement and disability benefits), housing and meals as any military medical officer with similar rank and length of service. Full pay and allowances continue for the duration of the residency and during permitted absences listed below. More details on many items listed below may be found in the SAUSHEC Policy Manual.

<http://www.bamc.amedd.army.mil/saushec/general/policies/docs/SAUSHEC%20GME%20Policy%20Manual.pdf>

In addition I understand the following policies relating to my benefits:

A. **Absence from Training** - Absence of more than 4 weeks from program-approved curriculum training in any given academic year may result in an extension in training to ensure the resident meets ACGME, American Board of Medical Specialties, and/or DoD requirements for GME training. If a trainee has a Physician In Training (PIT) License from the Texas Medical Board the Program Director must report absences from the program if more than 21 consecutive days and state the reason for the absence.

B. **Convalescent Leave (sick leave)** - Granted for cause in accordance with the Leave and Pass Policy Section of the SAUSHEC GME Policy Book and DoD regulations.

C. **Ordinary Leave (vacation)** - Granted during the training year as designated in the Leave and Pass Policy Section of the SAUSHEC GME Policy Manual. Typically, the more senior the resident, the more time may be granted for annual leave.

D. **Parental Leave** - Described in the SAUSHEC GME Policy Manual.

E. **Permissive Temporary Duty (TDY Professional Leave)** – Described in the SAUSHEC GME Policy Manual.

F. **Leave of Absence/Benefits** - Described in the SAUSHEC GME Policy Manual.

G. **Disability Insurance** - Provided in accordance with DoD regulations.

H. **Liability Coverage** - Under the Federal Tort Claims Act, Title 28 USC, and Section 2679d (the Westfall Act) medical malpractice coverage is provided to military physicians free of charge. Coverage will be in effect for all care rendered within the scope of a physician's federal employment. This mandates careful, professional behavior and strict adherence to the SAUSHEC Resident Supervision Policy, the training program's supervision policy, and the policies of the facilities in which training takes place.

I. **Counseling & Support Services** - Confidential counseling, medical, and support services are available at any time and are described in the SAUSHEC GME Policy Manual. Self-referral or program-facilitated referral for GME trainees is supported by our HARBOR program. A number of additional resources can also be found in the Intern Survival Guide.

J. **Laundry** - Lab coats and "scrubs" are provided and cleaned at no cost to resident.

K. **Residency Closure Policy** – Planned program closures are described in the SAUSHEC GME Policy Manual. Unplanned closures are described in the SAUSHEC Disaster Policy.

L. **Restrictive Covenants** – Residents are not required to sign a non-competition guarantee.

M. **Duty Hours and Fatigue Management** - All SAUSHEC programs and residents will comply with SAUSHEC, RRC, and ACGME Duty Hours Policies which are available at <http://www.bamc.amedd.army.mil/saushec/general/policies/> and at www.acgme.org. If a resident feels his/her program is not in compliance with duty hour policies, he/she should immediately bring this to the attention of his/her program director, the House Staff Council, any GMEC member, an Ombudsman, an Associate Dean, or the Dean of SAUSHEC. SAUSHEC leadership is absolutely committed to ensuring program compliance with ACGME duty hours policies.

N. **Food services while working in a hospital** - Food is available 24 hours a day at SAMMC and during standard meal times weekdays at WHASC. Both hospitals provide cafeterias or vending machines with food that can be heated in an adjoining microwave.

O. **Call Sleep Rooms** - Residents are provided with appropriate, gender-specific call rooms when they take in-house call.

P. **Work environment free from Sexual Harassment and Discrimination** - DoD has zero tolerance for sexual harassment, exploitation, and discrimination. Defined policies and procedures addressing sexual harassment and exploitation are outlined in AFPAM 36-2705 and in the AR 600-20 Army Command Policy, "Sexual Harassment/Assault Response and Prevention (SHARP)". The 59 MDW and BAMC strictly adhere to these DoD policies.

Q. **Guarantee of Due Process** - Due process for any adverse academic action such as probation, extension, and/or termination is outlined in the SAUSHEC Due Process Policy available on the SAUSHEC web site. Proceedings are conducted by the SAUSHEC GMEAC in accordance with this policy.

R. **System for resolving grievances** - Complaints, grievances, or requests for assistance may be presented through the resident's chain of command or through other mechanisms outlined in the SAUSHEC Resident Grievance Policy available on the SAUSHEC web site.

S. **System for managing and treating Physician Impairment**– BAMC and the 59 MDW offer provider health programs and policies regarding intervention, treatment, monitoring and follow-up care for all impaired providers, including resident physicians. These programs facilitate recovery and are an active advocate for impaired providers.

III. DURATION OF APPOINTMENT AND REAPPOINTMENT (Advancement): Some Army categorical interns are reappointed based on selection at the Joint Service Graduate Medical Education Selection Board (JSGMESB) in December of their intern year. All Air Force trainees and Army residents PGY-2 and above automatically will be considered for advancement each year until they complete their training. Advancement is contingent upon satisfactory performance in the program and upon criteria listed in your service-specific military GME training agreement (military obligation agreement). Termination from a training program for academic reasons does not mean dismissal from the Uniformed Services (i.e. loss of employment). All attempts will be made to notify residents of any proposal for termination as early as possible in the academic year. All termination actions will follow SAUSHEC Due Process Policy as noted above.

I acknowledge receipt and understanding of this training agreement, and am aware that a copy of the **SAUSHEC GME Policy Manual** and major SAUSHEC policies including Due Process, Resident Grievance, and Resident Supervision are available on the SAUSHEC web site <http://www.bamc.amedd.army.mil/saushec/>.

Resident Signature

Printed Name/ Date

ENDORSEMENT BY PROGRAM DIRECTOR

I acknowledge that I reviewed the contents of this training agreement with the resident.

Program Director Signature

Printed Name/ Date