

LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER

and Affiliated Hospitals
1501 Kings Highway/P. O. Box 33932
Shreveport, Louisiana 71130-3932

Agreement for Post Graduate Training

I, Anderson Penuela, M.D., the undersigned, do hereby accept the appointment as a Resident, postgraduate year level 1 in the specialty of Internal Medicine at Louisiana State University Health Sciences Center (Shreveport) and Affiliated Hospitals, for the period September 1, 2007 through August 31, 2008.

My responsibilities will include, but will not be limited to, care of inpatients and outpatients of Internal Medicine; my responsibilities may also include the performance of appropriate laboratory, microbiologic, radiological and/or pathologic examinations (clinical service or all clinical services). The Department Chairman and/or the Residency Program Director of my department will determine specific responsibilities.

For the duty and the time period specified in this agreement during which full-time residency work is being performed, I will be paid \$ 42,756.74 (based on twelve months).

I will also be eligible for all employee benefits for house officers as set forth in LSUHSC-S policy.

I will be responsible for educational and patient care duties as assigned by the Program Director and Department Chairman and I am expected to keep charts, records and reports up to date and signed at all times in accordance with the Medical Records Completion Policy. I further agree that I will abide by all hospital policies.

I must obtain a current permit or license from the Louisiana State Board of Medical Examiners and pursue appropriate examinations as required to maintain current license or permit. I must obtain and pursue appropriate certification(s) for BLS, ACLS, and PALS training as applicable. I must meet all pre-employment requirements, including a drug screen, prior to beginning employment at LSUHSC-S. I understand that I may be required to pass a drug screen on demand for cause at any time.

The State of Louisiana provides malpractice insurance coverage in accordance with LRS 43:1299.39 when providing healthcare only on behalf of the State of Louisiana. Any work outside the Residency Program requirements is considered to be moonlighting. Moonlighting shall not be allowed to interfere with my duties at LSUHSC-S; in no case shall I moonlight during LSUHSC-S full-time residency duty hours. Moonlighting done within the LSU System is considered internal moonlighting and shall be monitored through reports obtained by the Office of Graduate Medical

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Education from the Payroll system. Moonlighting shall be in accordance with the ACGME Institutional Requirements, III.D.1.k.2, which were effective July 1, 2003.

My Residency Program Director and/or my Department Chairman must approve any professional activity, including outside practice, that is not a required part of my residency-training program, in advance.

Any clinical services which I may provide to the LSU Health Sciences Center -Shreveport that are considered outside and beyond the scope of my approved training program, (i.e. "moonlighting"), will be recompensed at an hourly rate of pay that will be separate from my regular Resident salary. As a non-credentialed practitioner, I will always function under the auspices of a credentialed member of the Medical Staff.

Medical care for my immediate dependents and myself is **not** provided free of charge.

It is mandatory that I obtain health insurance; I have the option to purchase health insurance from LSUHSC-S, which offers several health insurance options, or from agencies outside LSUHSC-S. LSUHSC-S provides disability insurance at no cost.

First-year house officers are allowed three weeks (15 weekdays) vacation with pay, and second through sixth year house officers are allowed four weeks (20 weekdays) vacation with pay, except where prohibited by specialty board regulations. I understand that it is recommended to make vacation requests in increments of at least one week [five (5) days] and that when a vacation request is made for five days (Monday – Friday) it is expected that I will also be free of duty for one of the adjoining weekends (and, the adjoining weekend will not be charged to my leave).

Vacation leave is non-cumulative - it must be used during the year earned and cannot be carried forward.

A written evaluation of my performance will be completed no less than every six months and reviewed with the Program Director, Clinical Chief or Departmental designee(s). I will be entitled to file an appropriate grievance and receive an appropriate investigation and due process hearing if I feel that I have been unfairly treated, sexually harassed, discriminated against or forced to work in a hostile environment. These investigations and hearings shall be conducted in accordance with University Policy and filed with the Office of Legal Affairs.

Work hours will be in accordance with maximum limits set by the ACGME Program Requirements for each specialty. Structure of duty hours and on-call schedules must focus on the needs of the patient, continuity of care, and my educational needs. The Residency

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Program Director and/or the Department Chairman will determine assignment of duty hours, call and other schedules.

Should my program be closed for any reason, I shall be notified of the projected closing as early as possible. LSUHSC-S will assist in finding a new residency program and pay salary and benefits until the conclusion of this agreement. Residency education records will be made available to me and to programs to which I apply.

I will be issued a meal card at a cost of \$10.00 per bi-weekly pay period. I will use the meal card to obtain food from the LSUHSC-S cafeteria or deli for myself only in accordance with University Regulations. Any violation of rules and regulations of the meal plan is subject to termination of meal privileges and/or other disciplinary action.

Three (3) white lab coats and two (2) sets of blue scrub suits will be issued to me and it is my responsibility to maintain them. I will have access to in-house call rooms while taking assigned in-house call. If I should require the assistance of confidential counseling, medical, or psychological support services or any assistance relating to physician impairment during the course of this agreement, those services shall be provided to me in accordance with "Support Services for House Staff" as reflected in the House Staff Manual.

Agreements for postgraduate training are valid for a specified period of time no greater than 12 months. Renewal of the agreement is at the discretion of the Program Director or Department Chairman and will be dependent upon available funding and/or my performance rating. Agreements may be terminated at any time for just cause that includes unsatisfactory job performance and conduct unbecoming a physician. I understand that I have the right to appeal any action of termination for cause in accordance with provisions outlined in the LSUHSC-S House Staff Manual. All remuneration will be discontinued at the time of termination or resignation. Institutional personnel policies will determine termination of benefits.

This agreement may only be voided by mutual written consent between authorized representatives of Louisiana State University Health Sciences Center (Shreveport) and Affiliated Hospitals and myself or in accordance with due process procedures.

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I understand that I am obligated to do the following:

- 1) Develop a personal program of self-study and professional growth with guidance from the teaching staff;
- 2) Participate in safe, effective and compassionate patient care under supervision, commensurate with my level of advancement and responsibility;
- 3) Participate fully in the educational activities of my Program and, as required, assume responsibility for teaching and supervising other residents and students;
- 4) Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures, and policies of the institutions;
- 5) Participate in institutional committees and councils, especially those that relate to patient care review activities;
- 6) Apply cost containment measures in the provision of patient care; and
- 7) Demonstrate, as defined by my program, the specific knowledge, skills, attitudes, and education experiences required for
 - a) Patient care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health;
 - b) Medical knowledge about established and evolving biomedical, clinical, and cognate (e.g., epidemiological and social-behavioral) sciences and the application of this knowledge to patient care;
 - c) Practice-based learning and improvement that involves investigation and evaluation of their own patient care, appraisal and assimilation of scientific evidence, and improvements in patient care;
 - d) Interpersonal and communication skills that result in effective information exchange and teaming with patients, their families, and other health professionals;
 - e) Professionalism, as manifested through a commitment to carrying out professional responsibilities, adherence to ethical principles, and sensitivity to a diverse patient population;
 - f) Systems-based practice, as manifested by actions that demonstrate an awareness of and responsiveness to the larger context and system for health care and the ability to effectively call on system resources to provide care that is of optimal value.

This agreement is contingent upon my holding a MD, DDS, DO, DMD (or equivalent) degree from an approved school of medicine, dentistry or osteopathy and qualifying for a Louisiana medical

license, PGY I Permit, PGY II Permit, or Graduate Education Temporary Permit, whichever is appropriate.

Thus done and signed this _____ day of _____, 200__.

Resident/Fellow

Witness

Program Director/ Clinical Chief

Date

Witness

Representative of LSUHSC-S
and Affiliated Hospitals
Hospital Administrator

Date

Witness

Vice Chancellor for Clinical
Affairs/Medical Director

Date

Witness

For Departmental Reference: A20078551001 Other ; _____
Source of Funding Source of Funding

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