

New resolutions, reports highlight recent AMA-RF meeting

By Lindsay Ackerman, M.D.

The 2007 Annual Meeting of the American Medical Association Resident and Fellow Section (AMA-RFS) took place in Chicago, June 22-24. In attendance were 102 resident/fellow delegates and alternate delegates, representing 37 states and 18 specialty societies. The reference committee was presented debate on 15 resolutions and six reports, of which 12 resolutions and all six reports were adopted.

The AMA-RFS has had concerns for some time regarding its membership. However, although membership in the RFS had continued to dwindle over the past decade, and most appreciably since 2002 which saw a decline in resident membership at a rate of 10 percent per year, the AMA-RFS increased its membership by 200 persons last year. With this first increase in a decade, the AMA-RFS membership now lies at 21,430.

The 2007 Annual AMA-RFS meeting adopted five resolutions and reports of interest to dermatology resident constituents. A brief review of these resolutions and reports follows:

- **Election procedure for RFS sectional delegates and alternate delegates:** This report was introduced asking the RFS to investigate how a regional structure, incorporating specialty representation, could be utilized to allow for pre-determined allocation of sectional delegate elected positions. The previous mechanism in place for sectional delegate elections consisted



Dermatology residents and fellows at the AMA-RFS meeting included (left to right) Hillary Johnson, M.D., Ph.D.; Elizabeth Muennich, M.D.; Seemal Desai, M.D.; Lindsay Ackerman, M.D.; Chad Prather, M.D.; and Adam Rubin, M.D.

of a rank-order balloting mechanism, which was considered too complicated and one that lacked sensitivity to potentially mal-apportioned delegations with respect to both geography

See **AMA** on p. 3

questions & answers

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tion of the Academy's Web site, www.aad.org, or contact Vernell St. John at (847) 240-1815 or by e-mail at vstjohn@aad.org. 

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and specialty. Our regional council, composed of specialty delegates, strongly opposed the implementation of a new “regionally” directed voting mechanism. This type of reapportionment would reduce dermatology’s potential representation (based upon numbers), with the impact of minimizing interested and invested parties in favor of those fitting a regional pre-apportionment. Dermatology supported the amendment and adopted wording of this report which stated that the RFS will explore a variety of voting mechanisms and report back on all options at the interim meeting in 2008.

- **Securing Medicare graduate medical education (GME) funding for research and outside rotations:** Medicare GME funding is allocated to institutions based upon resident time spent in that institution providing direct patient care. This resolution addresses the issue of a loss of Medicare GME funding to programs that allow residents to participate in rotations not affiliated with either direct patient care, or those that are not affiliated with their home institution. As it stands, loss of Medicare GME funding creates a disincentive for programs to allow additional learning experiences that are otherwise not available at their home institution. This resolution asks the AMA to study alternative funding mechanisms employed by teaching hospitals to accommodate funding needs during resident away rotations and/or research.
- **Protecting graduate medical education: Revisiting the all payer system:** While there is currently an AMA policy on the issue of provision of funds for graduate medical education, this resolution, as adopted, asks the AMA to work together with other interested stakeholders to actively lobby Congress for legislation requiring all payers to contribute towards gradu-

ate medical education. Also, in light of additional threats to cut Medicare and Medicaid funding, this resolution asks the AMA to continue to lobby to protect funding from these two sources. This resolution fell parallel to five additional items of business at the 2007 Annual House of Delegates (HOD) meeting. Because of parallel relevance, this item was forwarded immediately to the HOD for consideration at the 2007 Annual HOD, which occurred in the days following the meeting of the AMA-RFS.

- **Physician scientist benefit equity:** House staff benefits, such as health, medical liability, and disability insurance, among others, are not secure when resident physician scientists conduct research sponsored by a training grant (i.e., NIH sponsored) during their residency/fellowship training. This resolution asks the AMA to support the concept that all residents and fellows conducting matters of research during residency or fellowship training be extended benefits packages comparable to those allotted to their peers in clinical duties, determined by the provisions of institutional house staff agreements.
- **Evaluation of Increasing Resident Review Committee Requirements:** The advent of the six core competencies as training mandates determined by the accreditation council of graduate medical education (ACGME), and thus specialty specific residency review committees (RRC), has created specific impositions upon both training programs and trainees. These impositions include, in large part, an increase in documentation required to confirm resident competency, and does so without a suggestion as to an efficient manner in which this data is to be secured, maintained, and presented. This resolution asks the AMA to study residency/fellowship documentation requirements for program accreditation and their impact

reflections



Bursting onto the Scene

by Ronald G. Wheeland, M.D.

As a first-year resident at the University of Oklahoma, one of the first patients I treated was a young man with a large, inflamed cyst on his cheek. I sought advice as to how to best treat this lesion and was told to first obtain local anesthesia, then “stab” the cyst in the center with a number 11 blade and then apply pressure with my fingers to the edges of the cyst.

Either I applied too much pressure or didn’t make the incision large enough because when I did this, a stream of the most foul smelling semi-solid keratinous material shot out in a stream from the cyst, arched over my shoulder and hit the medical student with whom I was working in a straight line right down his new (and quite expensive) tie. The student gave me a devastated look because the odor was so foul, and he also recognized the tie was forever lost. He promptly took off the tie and, without saying a word, dropped it in the trash and quietly left the room. During the remainder of the rotation, he never worked with me again. I assume he’s probably a radiologist somewhere so he’ll never have to deal with smelly cysts again. Not a particularly spectacular start to my surgical career which later included being president of the American Society for Dermatologic Surgery, the American Society for Laser Medicine and Surgery and the American Academy of Dermatology. I think this may disprove the point about being able to make a silk purse out of a sow’s ear (with me being the sow)!

Ronald G. Wheeland, M.D., F.A.C.P., has served as president of the American Academy of Dermatology, the ASDS, and the American Society for Laser Medicine and Surgery. He is currently professor and chief of dermatologic surgery at the department of dermatology at University of Missouri-Columbia. 

Reflections features prominent dermatologists providing memorable stories from their residency.

upon program directors and residents, with recommendations for improvement.

Dermatology continues to be well represented, maintaining substantial participation in the RFS. With the endorsement of the American Academy of Dermatology

Review of retinoid biology

Mariana Phillips, M.D.

Retinoid Receptors	Definitions
Retinoid Receptors Retinoid X receptor is key partner in heterodimers with RAR, Vit D, thyroid, and PPAR (peroxisome proliferator activator receptors)	RAR- γ (87%) > RAR- α (13%) > RAR-b (minimally detectable) RXR α (90%) > RXR- β > RXR- γ (not detectable) Human epidermis is regulated by RXR- α and RAR- γ heterodimers Natural ligands RAR- all trans retinoic acid RXR- 9-cis retinoic acid
First generation retinoids Tretinoin Isotretinoin Retinol Retinaldehyde	Tretinoin (all-trans-retinoic acid) binds to all RAR receptors Isotretinoin does not bind to retinoid receptors – metabolized to tretinoin Oral bioavailability of isotretinoin increased with fatty foods Tretinoin is photo-unstable and oxidized by benzoyl peroxide
Second generation retinoids Etretinate Acitretin	Etretinate is lipophilic, deposited and stored in fatty tissue for several years In the presence of alcohol, acitretin is reesterified to etretinate resulting in prolonged storage and teratogenicity
Third generation retinoids (poyaromatic compounds and arotinoids) Bexarotene Tazarotene Adapalene	Bexarotene is a synthetic retinoid analog that selectively activates only retinoid X receptors. Associated with central hypothyroidism (decreased TSH, decreased T4) Tazarotene , is the first of a new generation of receptor-selective retinoids targeting RAR β and RAR γ (results in decreased Tsg1, K6, K16, EGF)
Retinoid responsive gene / gene products	Effect
Inhibits homeobox proteins, regulatory transcription factors	Responsible for body axis formation, patterning, limb formation, and other crucial processes during development- TERATOGENICITY
Retinoids block UV induction of c-Jun Retinoids repress the activity of transcription factors AP1 and NF-kappa-B	c-Jun and c-Fos are components of the AP-1 transcription factor Inhibition of AP-1 results in potent anti-proliferative and anti inflammatory properties and decreases matrix metalloproteinase synthesis. Reduced NF-kappa-B results in decreased pro-inflammatory cytokines (TNF- α , IL-1, IL-6, and IL-8)
Retinoids inhibit ornithine decarboxylase	Rate limiting enzyme in phospholipase C pathway Phospholipase C \rightarrow polyamines (pro-inflammatory)
Retinoids inhibit toll like receptor-2 (TLR-2)	May be important in treatment of acne
Retinoid effects in CTCL	Increase TH1 cytokines and decrease TH2 cytokines Increase IL-12 and IFN-gamma (anti-neoplastic cytokines) Increase cell mediated cytotoxicity and stimulate NK-cell activity
Retinoid effects in photoaging	Thinning of the stratum corneum Thickening of nucleated epidermis – promotes differentiation: increased keratohyaline granules, Odland body secretion, increased fillagrin Increased collagen I fibers in the dermis Decreased matrix metalloproteinases Increased papillary dermis elastic fibers Increased production of hyaluronic acid and fibronectin



Mariana Phillips, M.D., is currently an assistant professor at the Virginia Commonwealth University in Richmond, Virginia.

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Physician employment contracts: What you need to know before you sign

by Andrew E. Blustein, Esq. & Lawrence B. Keller, CLU, ChFC, CFP

As legal and financial advisors to physicians, financial consultants are often asked by graduating residents and/or fellows to comment on what issues they should expect to confront in an employment contract. This article will provide readers with an overview of the major provisions as well as help them avoid mistakes that are commonly made when negotiating their first employment contract.

Responsibilities/on-call

A contract should clearly delineate the responsibilities of the graduating physician to the practice. Some contracts will specify the amount of hours that are expected, although this is becoming less common. Many contracts will simply state that the job is a “full-time” commitment and may contain a restriction on outside activities. The graduating physician needs to consider whether he/she intends to have other commitments and, if so, negotiate for a “carve-out”.

One of the most controversial issues is the physician’s “on-call” obligations. Some contracts will include a specific on-call schedule or a statement that “call will be divided equally” — either approach is acceptable. If the contract is vague as to the on-call responsibilities the graduating physician’s attorney needs to attempt to address this issue.

Termination events

Physician agreements often contain provisions permitting the practice to terminate the graduating physician “without cause” after notice of termination is provided. Some contracts lengthen or eliminate the “without cause” termination right after the passage of several years. While the graduating physician’s attorney may be able to negotiate for more notice time, the effect of a “without cause” termination can still be considerable. The graduating physician could find that he/she has to suddenly find a new job. As discussed below, this situation could become more difficult if the graduating physician is subject to a restrictive covenant. The graduating physician needs to appreciate this insecurity,

although it is unlikely to be removed from the contract.

Most contracts also contain provisions that permit the practice to terminate the graduating physician for specific “for cause” events. This termination is usually triggered on much shorter notice than “without cause” termination rights. A typical contract can devote up to a page or more describing many “for cause” events. Some termination events are obvious, such as a breach of stated obligations or loss of a medical license. Other events may involve failure to obtain privileges in certain hospitals. This is why it is important for the graduating physician to attempt to obtain these privileges before the start date of the contract, where possible. Still other events may be very subjective and provide the practice with the right to terminate employment for other reasons deemed important to the practice. The attorney for the graduating physician should attempt to provide the employee with the ability to cure these issues before termination becomes effective and also to narrow the scope of these provisions.

Salary/compensation

The question we are asked most frequently by graduating physicians is whether we believe the salary in their contract is reasonable. This is a difficult question for several reasons. First, while graduating physicians tend to be familiar with what they perceive as the “going-rate”, this rate varies depending on location (e.g., rural vs. major metropolitan area) and medical specialty. Second — and most importantly — a contract may offer a lower salary but be a better opportunity. For example, a practice may offer a lower salary but the contract may contain a shorter time period to partnership with a lower buy-in price for the ownership interest. The cliché that “all that glitters is not gold” is very true in the context of selecting the right contract.

Incentive compensation is another area of concern for graduating physicians. There are many different formulas for incentive compensation, but the most typical is to provide the graduating physician with a percent-

age of collections (e.g., 15 percent) above a specified dollar threshold (e.g., \$400,000). Many graduating physicians become too focused on the dollar amounts (e.g., 20 percent instead of 15 percent), but the graduating physician is rarely in a position to determine if the practice has selected a realistic goal. The answer to this question will arrive at the end of the first year and that is why we suggest that a graduating physician monitor whether this goal is likely to be obtained after 6-8 months into the contract year.

Opportunity for partnership

Many employment contracts will not promise the graduating physician that he/she will be made an owner of the practice. In fact, many contracts may end after one or two years. Other contracts may provide a timetable for partnership but state that this partnership is available “only if offered by the practice”. In both of these cases, the graduating physician has no guaranty of partnership. For this reason, the graduating physician has to understand that he/she generally cannot be assured of a future with the practice after the end of the contract. An attorney representing the graduating physician can attempt to negotiate provisions to remove some of the uncertainty. Also, the attorney should attempt to add a provision about the amount of the “buy-in” you may pay if you are offered partnership.

Malpractice insurance

Many states have two types of malpractice insurance. The more beneficial type of insurance is called “occurrence” insurance and will protect the physician with coverage whenever the action is brought, even if brought after the contract is terminated or expires. The second type of insurance is “claims-made” insurance and will only provide coverage if the policy with the same insurer is in effect when (i) the malpractice was committed and (ii) when the actual action is commenced. While “claims-

See *Employment Contract* on p. 7

Academy offers awards for young investigators

Submit nominations before Dec. 3 deadline

The AAD Awards for Young Investigators in Dermatology recognize outstanding research by dermatologists-in-training in the United States and Canada and the educational institutions that support their efforts. The purpose of the awards is to acknowledge their contributions to further research for the improvement of diagnosis and therapeutics in the practice and science of dermatology. Two outstanding young investigators are selected as recipients each year and the Awards are presented during the AAD Annual Meeting.

Winners receive an engraved plaque and a \$5,000 prize that is shared between the investigator and the nominating institution on a 40:60 basis.

The 2007 award winners

The 2007 Award Winners were Johann E. Gudjonsson M.D., Ph.D., University of Michigan School of Medicine, department of dermatology and Julie V. Schaffer, M.D., New York University School of Medicine, department of dermatology.

Submitting nominations

Nominations for the Awards for Young Investigators in Dermatology will be accepted from either the head of the department of dermatology or the nominee's faculty advisor. Eligible candidates include individuals in accredited dermatology residency programs or those who have completed their residencies within the preceding two years. (Research must be completed during dermatol-

ogy training.) To nominate a candidate, please submit:

- a completed nomination form.
- a two-page, double-spaced narrative description of the nominee's research, including appropriate reference list. (Summations from the two winners will be published in the *Journal of the American Academy of Dermatology*.)
- a letter of recommendation from the nominee's department head or faculty advisor.
- a brief, one-page description of the residency program.
- applicant's abbreviated CV (not to exceed five pages).

Criteria for judging

The four basic criteria for judging nominees are:

- originality of research concept.
- soundness of research design.
- quality/clarity of research report.
- perceived value of the research to dermatology.

Each criterion will be evaluated on a numerical, 0 to 5 basis, with 5 being superior and 0 being below average. The total of the numerical rankings combined with the letters of recommendation will be used by the six physicians on the Awards Selection Panel in determining the winners.

The Awards Selection Panel includes representatives from the editorial board of the *Journal of the American Academy of Dermatology*; the Association of Professors of Dermatology; the AAD Council on Education; an AAD member-at-large; and a resident in dermatology.

Deadlines for submissions

The deadline for submission is Dec. 3, 2007. Submit nominations to the American Academy of Dermatology, Department of Education, PO Box 4014, Schaumburg, IL 60168-4014.

For further information, please call the Education Department at by phone (847) 330-0230 ext. 1697; fax at (847) 330-0050; or e-mail at rmiller@aad.org. *The AAD Awards for Young Investigators in Dermatology are supported by a grant from Janssen Pharmaceutica.* 

Boards' Fodder Bonus: Find-A-Word

The compositae family (sesquiterpene lactone allergy)

by Mari Paz Castanedo, M.D., and Sharon E. Jacob, M.D.

E A K Y I Z D K G A D D B F C S D A F R
 N L R E V I D N E I E L U Q G R S Z E W
 P P L T H W E F R L E O R G N T W W X L
 S K B I I P L X Z H W G D Z E J O H P E
 W N V A M C X X O A E I O R L L G B Q Y
 W P A U U O H L F D Z R C C F S O O M Q
 N E M D V C M O X P E A K N A G L G P I
 T S F R B A B A K N E M U F E B D O T Q
 J W O R M I D U H E N S F R A I E K L Z
 D A N D E L I O N C S L B W N X N A R T
 U D W D B V Z Q C I O E R W X R R L C Y
 R M H O R T E P D W R S A A V K O T E U
 W R Y H R I P F E A O C M O G H D C L A
 L E N R X R T R E X I U J O W W U R N M
 Z I N N I A A R W N G N B M S T E F S D
 V P C M D U F Y R A E X H W T U T E W A
 M U N E H T N A S Y R H C E C L I A D I
 C H I C O R Y K I F Z X L Y G J P U J S
 J N E U O C R H A E C A N I H C E K K Y
 G C Q G I K K Y K X Y R W H Z O Z N Q Y

ARNICA
 ARTICHOKE
 ASTER
 BURDOCK
 CHAMOMILLE
 CHICORY
 CHRYSANTHEMUM
 COSMOS

DAHLIA
 DAISY
 DANDELION
 ECHINACEA
 ENDIVE
 FEVERFEW
 GERBERA
 GOLDENROD

LETTUCE
 MARIGOLD
 RAGWEED
 SAFFLOWER
 SNEEZEWEED
 SUNFLOWER
 YARROW
 ZINNIA

AMA from p. 3

(AAD), the RFS saw the election of Seemal Desai, M.D. to the position of vice chair of the RFS governing council. This is seen as a promotion for both Dr. Desai, a second year resident at the University of Alabama, and AMA-RFS governing council member-at-large, and for dermatology representation as a whole. Additional dermatology res-

ident and fellows in attendance at this year's AMA-RFS included Adam Rubin, M.D., and Lindsay Ackerman, M.D., RFS delegate and alternate delegate for the AAD, respectively; Chad Prather, M.D., RFS delegate from the American Society of Dermatologic Surgery, Hillary Johnson, M.D., Ph.D., a member of the Long Range Planning and Development Committee, and a newly elected

AMA-RFS sectional delegate; and Elizabeth Muennich, M.D., AMA-RFS alternate sectional delegate.

If you wish to learn more about the Resident and Fellows section of the AMA, you can access the Web site through the Resident and Fellow link provided at www.ama-assn.org.

Lindsay Ackerman, M.D., is a clinical instructor and medical dermatology fellow at Tulane University in New Orleans. 

Employment Contract from p. 5

made" insurance is cheaper, the graduating physician can be left without coverage if he/she leaves the practice and does not maintain the same insurance policy. For this reason, the attorney for the graduating physician will want the practice to purchase an "occurrence" policy, but this is often not offered.

The good news is that "claims-made" insurance can be converted into "occurrence" insurance by purchasing something called a "tail" endorsement. The bad news is that a "tail" endorsement can cost thousands of dollars. Therefore, one of the most crucial issues in an employment contract will be whether the graduating physician or the practice bears the cost for the "tail" endorsement. An experienced healthcare attorney will be able to suggest some compromise positions so that the payments for the tail may be shared with the practice.

Restrictive covenant

A restrictive covenant is a contract provision, which states that an employee cannot work for a given period of time after the contract terminates or expires (e.g., 2 years) within a given restrictive zone (e.g., 4 miles from each of the offices of the practice). The provision may also require the physician to resign hospital privileges. Over the years, many physicians have told me of their belief that these provisions are un-enforceable. This belief, however, is incorrect. While the laws of the state in which the practice is located typically govern these provisions, most states will enforce a "reasonably" drafted restrictive covenant. What is considered "reasonable" is something that

should be discussed with an attorney, but it is very important for the graduating physician to understand the size of the restricted area and its potential impact. But, in the vast majority of contracts, a graduating physician should expect to agree to a restrictive covenant and should consider these provisions in evaluating different contracts.

Benefits

A thorough discussion of the benefits that graduating physicians often obtain is beyond the scope of this article. However, health insurance is often provided by the practice to the graduating physician, although family coverage is not always provided. Disability insurance is another important benefit; however, it is important to recognize that an employee will be taxed on any disability payments that are received under a policy that was provided as a benefit by the practice. For this reason, the graduating physician may want to purchase a supplemental policy or consider some other alternative (e.g., if possible, opt out of the practice's policy and receive a higher salary). Many other benefits such as vacation vary greatly between different contracts. It is important for the graduating physician to understand his/her benefits, but it is also important for the practice to retain its ability to alter benefits during the contract term.

Summary

Whenever you are presented with an employment contract, you should consider hiring an attorney (that has significant experience in both drafting and negotiating physician employment contracts) to review it before you sign. You should expect the attor-

ney to provide you with an engagement letter that specifies his or her fee arrangement. Most attorneys bill on an hourly rate. The attorney's invoices should include a breakdown of charges, including the date the service was provided, a brief description of the service, and the number of hours or minutes spent working on your behalf. Although some young physicians feel that they cannot afford to hire an attorney, the truth is that you cannot afford not to hire an attorney. Remember, in all likelihood, your future employer has had an attorney draft the contract that you will be signing.

Andrew E. Blustein, Esq. is a partner in Garfunkel, Wild & Travis, P.C., a New York and New Jersey-based law firm specializing in representing physician practice groups and physicians in all aspects of healthcare including drafting and reviewing employment contracts, shareholder agreements and forming practice groups and surgical centers. He can be reached for comments or questions at (516) 393-2218 or by e-mail to ablustein@gwtlaw.com.

Lawrence B. Keller, CLU, ChFC, CFP, is a certified financial planning professional and the founder of Physician Financial Services, a New York-based firm specializing in income protection and wealth accumulation strategies for physicians. He can be reached for comments or questions at (516) 677-6211, or by e-mail to Lkeller@physician-financialservices.com.

The above information and opinions represent the perspective of the author and should not be construed as advice from the American Academy of Dermatology or the Young Physicians Committee or substituted for professional financial advice. 

message from the chair



Jorge Garcia-Zuazaga, M.D.

Greetings from Boston! I would like to welcome all first-year dermatology residents to our wonderful specialty. I hope you enjoy your first issue of *Directions in Residency*. I believe you will find this quarterly newsletter very informative; it is published by the Academy to provide a forum for information concerning residents and to update you on news and ongoing strategies that we are working on within the Residents and Fellows Committee (RFC).

There are several initiatives that have been undertaken recently to make the Academy's Annual Meeting even more productive and educational for residents. Please make sure you save the date of Sunday, Feb. 3, from 2 p.m. to 5 p.m., when the Academy will offer a new Resident Transitions Symposium at the 66th Annual Meeting in San Antonio, Texas. We are very excited about having Antoinette F. Hood, M.D., F.A.A.D., the executive director of the American Board of Dermatology, give residents an opportunity to learn about the format of the exam and ask questions. Other topics that will be presented at this forum will be "Battle Scars of the First Year of Practice" and an update on new dermatologic therapies. We also have a career preview, which is an exciting opportunity for residents, fellows and other physicians to learn about the various subspecialties in dermatology. Details of the Resident Transitions symposium and other sessions of note for residents occurring at the

Academy's Annual Meeting will be previewed in the next issue of *Directions in Residency*.

I am also happy to inform you that the RFC's recommendation to add a third day to the Dermato-pathology Self-Assessment Course has been accepted. This will provide more spaces for residents and fellows to secure a spot in this popular course. The committee worked very hard for this goal, and it's a great accomplishment.

As always, please feel free to contact me or any of the other committee members for guidance or new ideas on how to improve your experience in the Academy. Visit the Academy's Web site, www.aad.org, and check out the Resident section for the latest information on our activities and events. As you mark your calendars and plan your trip to San Antonio, I challenge you to be proactive and participate in these interesting seminars at the 2008 Annual Meeting.

Jorge Garcia-Zuazaga, M.D., is currently in a Fellowship at the Lahey Clinic in Burlington, Mass. and is chair of the AAD Resident and Fellows Committee, as well as Resident Observer to the AAD Board of Directors. 

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Questions or Comments?

Contact the AAD Member Resource Center (MRC) toll-free at (866) 503-SKIN (7546) or mrc@aad.org.

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Mission Statement

Directions in Residency is published by the American Academy of Dermatology Association to provide a forum for information concerning resident dermatology physicians, and providing news, views and actions of the Academy, the Residents & Fellows Committee, and the American Board of Dermatology.

next issue

Boards' Fodder:

Photobiology, sunscreens
and cosmeceuticals

Reflections

2008 Annual Meeting picks