

## Resident Agreement of Appointment

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas for Medical Sciences ("UAMS") and \_\_\_\_\_, MD/DO/MBBS (hereinafter "Resident").

The resident is hereby employed by UAMS as a PGY (X) in UAMS College of Medicine (COM) (Specialty). In this capacity, the resident will participate in a graduate medical education program that includes, but is not limited to, classroom and didactic sessions, patient care responsibilities, and other activities as determined by resident's specific graduate medical education program.

The resident agrees to perform all duties and services in a competent, professional, and effective manner. The resident agrees to abide by the policies, procedures, rules and regulations of the UAMS COM as the Sponsoring Institution (SI) and participating sites as these policies, procedures, rules and regulations currently exist and may from time to time be amended. The resident agrees to abide by the statement of resident responsibilities. (See below).

### RESIDENT RESPONSIBILITIES

The goal of the residency program is to provide the resident with an extensive experience in the art and science of medicine in order to achieve excellence in the diagnosis, care and treatment of patients. To achieve this goal, the resident agrees to do the following:

- a) Under the direction of the Program Director (or designee) and supervision by Attending physicians, assume responsibilities for the safe, effective and compassionate care of all assigned patients, consistent with the resident's level of education and experience.
- b) Participate fully in the educational and scholarly activities of the residency program and, as required, assume responsibility for teaching and supervising other residents, medical students and other ancillary health students.
- c) Develop and participate in a personal program of self-study and professional growth with guidance from the teaching staff.
- d) Participate in institutional programs, committees, councils, and activities involving the medical staff as assigned by the program director, and adhere to the established policies, procedures and practices (to include standards of behavior) of UAMS and its participating sites.
- e) Participate in the evaluation of the program and its faculty.
- f) Develop an understanding of ethical, socio-economic, and medical-legal issues that affect the practice of medicine.
- g) Participate in educational experiences required to achieve competence in patient care, medical knowledge, practice-based learning improvement, interpersonal and communications skills, professionalism, and systems-based practice.
- h) Keep charts, records, and reports up-to-date and signed at all times, and complete medical records according the rules and regulations of the participating hospital.

- i) Demonstrate responsibility for the management of their time before, during, and after clinical assignments.
- j) Adhere to Accreditation Council for Graduate Medical Education (ACGME) institutional and program requirements including the accurate reporting of clinical learning and educational work hours.
- k) Complete all steps in the electronic on-boarding checklist and any additional written or electronic documentation required to complete the appointment process within the designated timeframe.
- l) Decline anything of monetary value from patients or industry without verification of its appropriateness with UAMS Administrative Guide policies.
- m) Conduct himself/herself in accordance with the laws and regulations that apply to compliance matters and to report any information of possible wrongdoings, errors, or violations of the law to the FGP Compliance Officer.

#### **DURATION OF APPOINTMENT**

The term of this Agreement is for one (1) year beginning (Start Date) and ending (End Date).

#### **FINANCIAL SUPPORT**

The resident shall receive as compensation for the term of this Agreement an amount equal to \$(X).

#### **CONDITIONS FOR PROMOTION/REAPPOINTMENT OF RESIDENTS**

Residents are promoted/reappointed on the basis of terms outlined in UAMS Graduate Medical Education Committee's (GMEC) Policy 1.300. In the event the resident is not to be reappointed, the resident will be furnished written notice of non-reappointment at least four (4) months prior to the expiration date of the current period of appointment.

#### **GRIEVANCE AND DUE PROCESS**

Any resident who disputes any action of any party shall have the right to appeal said action through the UAMS GMEC Policy 1.410. Violations of the resident agreement may also be appealed in the same manner.

#### **PROFESSIONAL LIABILITY INSURANCE**

Professional liability insurance coverage, including "tail coverage," will be provided in an amount and with coverage to be determined by UAMS for acts or omissions of the resident in the scope and course of his or her duties. The provisions applicable to such coverage are contained in the insurance contract. A copy of the insurance contract may be viewed upon request. This professional liability insurance will only provide coverage for the resident in the performance of duties and obligations of this Agreement. It is the sole responsibility of the resident to obtain and provide professional and general liability insurance coverage for all employment or professional activity (i.e., "moonlighting") engaged in by the resident which is not an official part of the resident's training program.

## **BENEFITS**

### **Information about benefits for residents may be found at:**

<https://hr.uams.edu/benefits/wp-content/uploads/sites/5/2020/08/Housestaff-Benefit-Summary-Jan2021.pdf>

<https://hr.uams.edu/benefits/wp-content/uploads/sites/5/2020/10/Resident-Rate-Sheet-2021.pdf>

- a) Health Insurance: Coverage for the resident and member of their immediate family, (i.e., legal spouse and children), is available and is effective on the first day of the resident is required to report to the training program, provided the resident submits the required enrollment forms to UAMS Human Resources within their first 30 days of initial appointment to the training program. UAMS will pay the premiums for the resident's Classic Plan coverage only, provided the resident makes positive election for coverage. For family members, UAMS will pay a portion of the premium in accordance with the University of Arkansas benefit plan document, provided the resident makes positive election for coverage.
- b) Dental Insurance: UAMS will pay a portion of the premium for the resident and their family members in accordance with the University of Arkansas benefit plan document, provided the resident makes positive election for coverage.
- c) Disability Insurance: UAMS will pay the premiums for the resident's coverage.
- d) Basic Life Insurance: UAMS will pay the premiums for the resident's coverage.
- e) Leave: Residents have an annual vacation allowance of 21 vacation days and 12 sick leave days. The GMEC has outlined policies that govern leave, including Parental, Educational Leave, Bereavement Leave, FMLA, Leave of Absence, and Military Leave. Unused leave will not be paid as a terminal benefit and will not be rolled over to the next year. Vacation Leave must be scheduled and approved in advance by the respective Program Director or their designee.
- f) Mental Health Services: The SI provides access to confidential counseling, medical and psychological support services in accordance with the provisions of the UAMS Medical Benefit Plan, the UAMS Employee Assistance Program, and the UAMS Housestaff Mental Health Services program.

## **PROGRAM COMPLETION AND BOARD ELIGIBILITY**

Completion of training is based on program requirements set forth by the ACGME and program specific board certification requirements. Although UAMS provides leave, some board requirements limit the amount of leave a resident can take. Each resident should confer with Program Director to ensure that all requirements have been met for completion of training. Once a resident has satisfactorily met the requirements, a certificate of completion will be issued.

## **CLINICAL LEARNING AND WORKING ENVIRONMENT AND MOONLIGHTING**

As outlined by ACGME requirements, residents are expected to appear for duty appropriately rested and fit to provide the services required by their patients. The clinical learning and working environment and the content of the educational curriculum are determined by the Program Director. Residents will not engage in employment outside the residency program without the written approval of the Program

Director and the Associate Dean for GME. The GMEC has outlined policies to govern requirements to participate in moonlighting, GMEC Policy 3.300.

**TERMINATION**

This agreement may be terminated for cause in accordance with the procedures set out in the policies of the GMEC of the UAMS COM as may be changed or supplemented from time to time by the GMEC. Any such changes or supplements during the period of this agreement shall become effective when promulgated or adopted by the GMEC.

**DRUG SCREEN AND BACKGROUND CHECK**

This appointment is conditioned upon successfully passing a pre-employment drug screen in accordance with the UAMS Administrative Guide Drug Testing Policy and upon satisfactory completion of a criminal background check. In cases where employment may have been initiated prior to the criminal background check, UAMS reserves the right to determine the resident's suitability for continued employment.

This agreement is executed in the State of Arkansas and shall be interpreted in accordance with Arkansas law. The agreement shall not be amended, changed or modified except by an Agreement in writing signed by all parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the date and year first above written.

FOR THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS ACTING FOR AND ON BEHALF OF THE UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Associate Dean for Graduate Medical Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date