

University of Arkansas for Medical Sciences  
Little Rock, Arkansas

**RESIDENT AGREEMENT of APPOINTMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between the University of Arkansas for the University of Arkansas for Medical Sciences (“UAMS”) and Dr. \_\_\_\_\_ (“Resident”).

In consideration of the promises, conditions, and undertakings hereinafter contained, the parties agree as follows;

- I. Resident is hereby appointed to a position as Resident in \_\_\_\_\_ for a period beginning \_\_\_\_\_ and ending \_\_\_\_\_ . UAMS, through this appointment, agrees to provide:
1. Supervised instruction and experience in keeping with the standards established by the Accreditation Council for Graduate Medical Education and the American Board of Medical Specialties with the understanding that the hours of duty and the content of the educational phase of the residency, including the duration and sequence of assignments to clinical, laboratory or ambulatory care facilities are determined by the Program Director. In addition, the Program Director will determine the length and scheduling of vacation periods. Information concerning vacation time will be made available to the resident at the beginning of the academic year.
  2. A total of five (5) laboratory coats during the entire training period; no laundry services are provided.
  3. Food and call rooms while performing in-house call;
  4. Professional liability insurance coverage and legal defense protection against awards, 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 hereunder and the provisions applicable to such coverage are contained in the insurance contract;
  5. A stipend of \$ \_\_\_\_\_ for the year of this contract; For returning residents, failure to complete Annual GME Survey and/or web based courses could revert stipend to last year’s value.
  6. A. Medical, Dental, Basic Life, and Basic Long Term Disability insurance coverage as described in the UAMS Office of Human Resources Benefits for Housestaff document included with this agreement. Medical Insurance takes effect the first day of the training program, provided the Resident submits the required enrollment forms to Human Resources within their first 31 days of initial appointment to the training program.  
B. Basic Housestaff Long Term Disability insurance coverage. The Resident shall participate and shall enroll at the time of registration and appointment to the training program.
  7. Professional, parental, and sick leave as specified in the policies of the Graduate Medical Education Committee and contained in the College of Medicine Resident Handbook;
  8. Access to counseling, medical, and psychological support services in accordance with the provisions of, and subject to the limitations of, the UAMS Medical Benefit Plan, the UAMS Employee Assistance Program, and the UAMS Employee Health/Student Preventive Health Services. Questions concerning such services should be directed to the Program Director, the Associate Dean for Graduate Medical Education of the College of Medicine or the UAMS Office of Human Resources.
  9. A certificate for the appropriate period of satisfactory Residency performance;
  10. The Resident will be accorded due process consistent with applicable policies and procedures of UAMS, the College of Medicine and the Department in which the Resident is appointed. These policies and procedures include: grievance, promotion/non-promotion, work environment, and harassment are included with this agreement.
- II. The Resident, through this appointment, agrees or understands:
1. That this appointment is conditioned upon successfully passing a pre-employment drug screen in accordance with the UAMS Drug Testing Policy (Policy 3.1.14). Further, initial appointments are conditioned upon completion of a satisfactory criminal background check and authorization by the relevant residency program. In cases where employment may have been initiated prior to the criminal background check, the University reserves the right to determine the residents’ suitability for continued employment.
  2. To accept the provisions described above and set forth hereinafter;
  3. To complete and return all forms in the registration packet prior to the appointment period;

4. To comply with all terms and conditions of appointment and all policies of UAMS, the College of Medicine, the Graduate Medical Education Committee and any facility or department to which Resident is assigned or in which Resident is working. All policies of the Graduate Medical Education Committee contained in the College of Medicine Resident Handbook, including the policies on physician impairment and substance abuse, evaluation and promotion, duty hours, moonlighting, other professional activities outside the program, sick leave, vacation, parental leave, accommodation for disabilities, are included with this agreement;
5. To comply with the College of Medicine's and the program's duty hour policies and accurately report duty hours;
6. To complete all medical records according to the Rules and Regulations of the participating hospitals;
7. To complete the Annual Graduate Medical Education Survey and assigned web-based educational modules;
8. To participate in providing appropriate medical care for all assigned patients;
9. Not to accept fees from patients;
10. Not to engage in employment outside the residency program without the written approval of the Program Director.
11. That this agreement may be terminated for cause in accordance with the procedures set out in the policies of the Graduate Medical Education Committee of the College of Medicine as may be changed or supplemented from time to time by the Graduate Medical Education Committee. Any such changes or supplements during the period of this agreement shall become effective when promulgated or adopted by the Graduate Medical Education Committee and when notice thereof has been furnished the Resident;
12. That he/she is free of any conflicting obligation(s) during the period of appointment;
13. That the appointment herein is for the period indicated and on the terms and conditions set forth hereinabove and any subsequent appointment for additional periods of residency education are wholly within the discretion of the Program Director and/or the Chairman of the resident's program. In the event Resident is not to be appointed for a subsequent period, Resident will be furnished written notice of non-reappointment at least four (4) months prior to the expiration of the period of this appointment, provided, however, that in no event shall the failure to furnish such notice operate to extend this appointment or to confer any rights upon the resident to a subsequent appointment.
14. To conduct himself/herself in accordance with the laws and regulations that applies to compliance matters and to report any information of possible wrongdoings, errors or violations of the law to the FGP compliance Officer.

III. Licensure. Resident represents that he or she has been awarded the M.D. degree and has completed, or will complete, the requirements for licensure in Arkansas. If Resident is unable to affirm the foregoing, reasons therefore are stated in a written attachment to this Agreement.

IV. Entire Agreement – Arkansas Law Controls. This Agreement is executed in the State of Arkansas and shall be interpreted in accordance with Arkansas law. This 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.

UNIVERSITY OF ARKANSAS FOR THE  
UNIVERSITY OF ARKANSAS FOR  
MEDICAL SCIENCES

RESIDENT

\_\_\_\_\_  
Dean for Graduate Medical Education  
Date: \_\_\_\_\_

\_\_\_\_\_  
Resident  
Date: \_\_\_\_\_

\_\_\_\_\_  
Residency Program Director  
Date: \_\_\_\_\_