

THIS AGREEMENT is entered into between the Board of Regents of the University of Oklahoma by and through, the University of Oklahoma School of Community Medicine, hereafter referred to as UNIVERSITY, and \_\_\_\_\_, hereafter referred to as RESIDENT. This Agreement serves as a statement of understanding between the UNIVERSITY and the RESIDENT. The *Resident Handbook/GME Policies* (located on the School of Community Medicine website and in MedHub) contains policies and procedures governing the graduate medical education programs of the University. The above described policies and procedures as amended from time to time are incorporated herein by reference. The parties mutually agree as follows:

### **I. APPOINTMENT**

Contingent upon Resident satisfying all current eligibility criteria outlined in the *Resident Handbook/GME Policies*, Resident accepts appointment in the \_\_\_\_\_ Program, at the \_\_\_\_\_ level for a current annual salary of \$ \_\_\_\_\_ for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_. If Resident does not satisfy all eligibility criteria outlined in the *Resident Handbook/GME Policies*, the beginning and ending dates of the appointment may be modified at the sole discretion of the University or this Agreement may be deemed void. Any salary increase approved and effective after the date of this contract will be automatically reflected in paychecks without reissue of this contract.

### **II. UNIVERSITY RESPONSIBILITIES**

A. The University shall provide, in association with its affiliated institutions, a graduate medical education program that meets the standards established by the Accreditation Council for Graduate Medical Education (ACGME) and its Residency Review Committees. The University may also provide specialized advanced training in programs for which ACGME does not establish accreditation standards and requirements.

B. The University, through Residency Program Directors, may assign Resident to one or more of its affiliated institutions on such terms and in such manner as the University deems necessary or desirable, consistent with the Program's educational goals and objectives.

C. The University shall provide vacation, sick leave, family leave, parental leave, educational leave, health, dental, and term life insurance, long term disability insurance, and other benefits as set forth in the *Resident Handbook/GME Policies* and University policy. Periods of leave may extend the length of residency training and may affect the ability of residents to satisfy requirements of program completion as described in the *Resident Handbook/GME Policies*. Details regarding eligibility and coverage for insurance programs are contained in supplemental materials provided by the University Human Resources Office. Health insurance coverage begins commensurate with the date Resident is employed.

D. Board certification eligibility information is provided to residents by each program and can also be accessed through the American Board of Medical Specialties: <http://www.abms.org>.

E. The University provides occurrence professional liability policy for Resident applicable only to their assigned educational experiences in connection with providing medical care within the residency program as set forth in the *Resident Handbook/GME Policies*.

F. The University does not provide meals, housing, duty uniforms, laundry, or parking; however, its affiliated institutions provide some or all of the above within their scope of regular operation. Any agreement affecting these benefits shall be between the Resident and the various affiliated institutions.

G. The University does not and will not require Resident to sign a non-competition agreement.

H. The University provides a mechanism for the redress of grievances as described in the Grievance Policy and Procedure in the *Resident Handbook/GME Policies*.

I. The University has policies on disability accommodation, alcohol and substance abuse, discrimination, racial and ethnic harassment, sexual harassment and misconduct available on the University website. All policies related to graduate medical education are available on the School of Community Medicine website.

J. The University provides health screening, care for work-related injuries, and other support services, including counseling and psychological services as described in the *Resident Handbook/GME Policies*. Policies on physician impairment and the physician recovery program are also contained in the *Resident Handbook/GME Policies*.

K. The University provides faculty oversight and supervision of all educational and clinical activities as outlined in policies contained in the *Resident Handbook/GME Policies*, and on the School of Community Medicine website.

L. The University requires background checks on new residents prior to being hired.

M. While the University expects to receive the full funds necessary to support the budget, it reserves the right to institute budget reduction actions in accordance with state law, including changes in salary and/or benefits. In the event of a reduction or closure of a Program, the University will make every effort to allow residents in the Program to complete their education; if any residents are displaced, the University will make every effort to assist the residents in identifying programs in which they can continue their education.

### **III. RESIDENT RESPONSIBILITIES**

A. Resident agrees to fulfill the educational requirements of the training program; to use his/her best efforts to provide safe, effective and compassionate patient care; to perform assigned duties to the best of his/her ability; and to abide by the policies and procedures (1) in the *Resident Handbook/GME Policies* (located on the School of Community Medicine website and in MedHub) as they may be amended from time to time, (2) of the residency training program and the University, and (3) of any affiliated institution to which the Resident may be assigned. For any leave of absence granted, Resident agrees to complete all training requirements including the time missed as outlined in the *Resident Handbook/GME Policies* or residency program rules. Resident agrees to abide by the ACGME Clinical and Educational Work Hour Requirements as set forth in the policies and procedures of the University and the residency training program. All such policies are available on the ACGME and University websites.

**III. RESIDENT RESPONSIBILITIES**

B. Resident agrees to make application for and obtain an Oklahoma medical license within the time frame established by Oklahoma State Law and the policies, procedures and regulations of the appropriate licensing board (Oklahoma State Board of Medical Licensure and Supervision or Oklahoma State Board of Osteopathic Examiners), and as stipulated by the University in the *Resident Handbook/GME Policies*, or he/she may be suspended without pay or dismissed from the residency program.

C. Resident must obtain, and maintain malpractice insurance through the carrier designated by the University.

D. In the event Resident has a grievance, Resident agrees to abide by the grievance procedures outlined in the *Resident Handbook/GME Policies*.

E. Resident agrees not to engage in moonlighting activities that interfere with obligations to the training program. Resident agrees to discuss moonlighting with the Program Director and obtain written permission before engaging in such. Based on the Resident's performance in the Program, the Program Director will inform Resident in writing of any limitations on his/her moonlighting activities and such limitations may be amended from time to time. Resident further agrees to abide by the moonlighting policy and procedures of the University and the residency training program.

F. Resident agrees upon leaving University to return or destroy or permanently delete from all devices, including but not limited to personally-owned devices, all PHI of University patients, clients, and research participants that is in their possession or under their control, including but not limited to paper copies, electronic files, films, and photographs.

G. The Resident assumes financial responsibility for items issued for his/her use, but not returned to the University or to its affiliated institutions. This includes such items as pagers, parking hangtags, keys, phones, computers, electronic tablets, etc.

H. Resident affirmatively states that he/she is a United States citizen, holds either a J-1 visa under the sponsorship of the Educational Commission for Foreign Medical Graduates, or a permanent immigration visa ("green card"). Alternatively, with prior written approval from the Associate Dean for Graduate Medical Education an H1-B visa or Employment Authorization Document will satisfy this requirement. Resident understands that if he/she does not satisfy any one of these eligibility criteria this agreement will be deemed to be null and void.

I. Resident acknowledges that he/she has read and agrees to comply with the *Resident Handbook/GME Policies*.

**IV. REAPPOINTMENT, PROMOTION, AND TERMINATION**

A. It is anticipated that each Resident will complete residency training, with appointments and promotions offered yearly based upon meeting the performance standards of the Program. The final decision to offer a renewal of appointment and/or promotion to the next level of training will be made by the Program Director per policy established by the University and the Program as outlined in the *Resident Handbook/GME Policies*. Residents will not automatically be offered promotions or contracts for succeeding years.

B. This Agreement may be terminated upon mutual consent; provided however, before such termination, the parties shall confer with one another. The parties agree to give the other, under ordinary circumstances, four (4) months written notice of their intent not to renew this Agreement.

C. This Agreement may be terminated if Resident has made any false or misleading statements, or has failed to provide complete and accurate information on application for acceptance to the Program.

D. Upon breach of the Agreement by Resident, the University may, at its option, elect to terminate this Agreement immediately or to take other appropriate action according to the terms of the *Resident Handbook/GME Policies*.

E. For failure to complete training program requirements satisfactorily or upon breach of the University institutional rules, Resident shall be subject to nonpromotion, or disciplinary action up to and including termination for academic reasons from the training program as deemed necessary and proper by the University and as outlined in the *Resident Handbook/GME Policies*.

**THE UNIVERSITY OF OKLAHOMA SCHOOL OF COMMUNITY MEDICINE**

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*Signature, Program Director*

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*Date***RESIDENT**

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*Signature, Resident*

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*Date***Designated Institutional Official**

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*Administration, DIO*

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*Date*