



Resident Agreement

The Arizona Board of Regents (also referred to as the University, The University of Arizona or The University of Arizona College of Medicine), through the Program Director for the «Prog» Residency Program at the [University of Arizona/UPHK Graduate Medical Education Consortium](#), and «Name» , hereafter referred to as "Resident," enter into the following agreement for the purpose of defining the formal relationship between the University and the Resident during the Resident's participation in the University's Graduate Medical Education (GME) Program. This agreement is in addition to the Notice of Appointment provided to the Resident, but supersedes any prior agreements of a similar nature for the same purpose and covering the same period of time. The GME Policy and Procedure Manual contains policies and procedures governing the GME programs at the University and is incorporated as part of this Agreement. In addition, Resident, as an employee of the Arizona Board of Regents, is governed by Chapter 4 of the *University Handbook for Appointed Personnel*, and Arizona Board of Regents *Policy Manual*, 6-301, et seq., the provisions of which are incorporated herein by reference, except as specifically limited herein.

THEREFORE, the Program Director, on behalf of The Arizona Board of Regents, the University of Arizona, and its College of Medicine, and Resident, mutually agree as follows:

1. Term of Appointment. July 1, 2010 through June 30, 2011 .

RESIDENT accepts appointment as a Clinical Assistant «Level» in the «Prog» Program, with an annual salary of «Salary». It is understood that appointments at the College of Medicine are year-to-year, and subject to annual renewal, pursuant to Chapter 4, *University Handbook for Appointed Personnel* and the Arizona Board of Regents *Policy Manual*, 6-301, et seq.

2. Benefits

a. Leave of Absence. There is no specific limit to leave. Any protracted leave of absence may affect the completion date of your residency program. Specific policies on the effects of leave of absence on satisfying criteria for program completion can be found in the institutional policy on Leave of Absence as well as the policy of each program.

b. Vacation. The University provides an annual paid allowance of 22 working days per year to full-time eligible employees. Accrued vacation time must be used during your twelve-month appointment and shall not be carried forward to subsequent contract years, even if your Resident Agreement is renewed.

c. Holidays. The University observes 10 paid holidays per year. Six are specifically designated: Independence Day, Labor Day, Thanksgiving, Christmas, New Year's Day, and Memorial Day; and 4 are floating holidays. Residents who cannot be excused from their duties on a designated

holiday will be granted another day off at a time mutually agreed upon by the Resident and the Program Director.

d. Sick Leave. University employees accrue 1 day per month of sick leave.

e. Family and Medical Leave. In accordance with the Family and Medical Leave (FML) Act of 1993, eligible employees may take FML as provided in University policy. Residents should be aware that protracted FML absences may affect time counted toward program completion and/or board-eligibility.

f. Malpractice Insurance. Resident is covered for negligent acts or omissions occurring within the course and scope of employment, in accordance with Arizona law. This includes liability coverage for claims filed after completion of the training program.

g. Call Rooms – Call rooms are provided as appropriate to assignment. Living quarters are not provided.

h. Meals. Some hospitals provide meals for residents for periods of time they are required to be on the premises of a clinical site after 5:00 p.m. weekdays, or anytime on weekends.

i. Uniforms Are Provided; however, laundry services or reimbursement for laundry services are not reimbursed.

j. Qualified Tuition Reduction. The University currently allows Residents in ACGME-accredited programs, their spouses and eligible dependents, to enroll in undergraduate and graduate courses of study at the University at reduced tuition fees.

k. Counseling Services. The University provides access to confidential counseling and psychological support services to all Residents and their families.

l. Health and Disability Insurance. As University employees, Residents may select health, dental and vision insurance plans at a minimal cost. A \$15,000 term life insurance policy is provided and supplemental amounts are available at a small cost. Long-term disability is provided with an option for the purchase of short-term disability insurance. Benefits package may differ for residents funded by a stipend not administered through the University of Arizona (e.g., military stipend).

3. Resident Responsibilities. Resident agrees to abide by the terms of his/her employment contract and to fulfill the educational requirements of the training program; to use his/her best efforts to provide safe, effective and compassionate patient care under supervision from the teaching staff; and to perform assigned duties to the best of his/her ability. The resident, with guidance from the teaching staff, has the responsibility to develop a personal program of learning to foster professional growth and life-long learning skills. Resident agrees to abide by all University policies and procedures, including the provisions of the most current edition of the GME Policy and Procedure Manual, the residency training program, and the rules and regulations of any affiliated institution to which the Resident may be assigned.

4. Promotion or Disciplinary Action. Upon satisfactory completion of each year of training, it is anticipated that the Resident will be promoted to the next level of training and shall be issued a new Resident Agreement and Notice of Reappointment; however, neither promotion nor renewal of a Resident's contract is guaranteed. If a Resident fails to perform satisfactorily or to progress during his/her training program, s/he may be dismissed, placed on probation, suspended for a

period of time, nonrenewed or retained at the current level of training. Due process, as set forth in the GME Policy and Procedure Manual, shall be provided to all Residents facing disciplinary

action. The procedures set forth in that Manual shall supersede all other procedures provided by the University of Arizona or the Arizona Board of Regents, and shall constitute the exclusive means by which such disciplinary matters are handled.

5. University Responsibilities.

a. The University shall provide, in association and cooperation with its affiliated institutions, a GME program that meets the standards established by the ACGME and its Residency Review Committees. The University may also provide specialized advanced training in programs for which ACGME does not provide accreditation standards and requirements. The University shall provide procedures and due process for Resident physicians facing disciplinary action as set forth in the GME Policy and Procedure Manual. **The University shall provide policies on professional conduct, and alcohol and substance abuse, as described in the GME Policy and Procedure Manual. All other University policies with respect to nondiscrimination, including sexual harassment, shall apply. The University does not require Residents to sign non-competitive agreements.**

b. 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. In the event of a reduction or closure of a Residency training program, the University will make every effort to allow Residents in the program to complete their education; if any residents are displaced, however, the University will make every effort to assist the Residents in identifying a program in which they can continue their education.

c. The University agrees to implement the ACGME common duty hour standards and duty hour standards specifically applicable to programs by their RRCs. The University will monitor the common duty hour standards in order to meet the goals of promoting patient safety, resident education and well-being. The University ensures that undue stress and fatigue are voided and that duty hours are not excessive. Specific policies on the limitations and monitoring of duty hours can be found in the Institutional Duty Hours Policy as well as in the duty hours policy of each program.

6. Practice Privileges and Other Activities Outside the Educational Program.

Residents must obtain approval from the Program Director for any outside activities involving clinical practice. The specific policy on moonlighting can be found in the Institutional Moonlighting Policy as well as the moonlighting policy of each program. If the Resident is permitted to participate in outside activities, Resident must obtain a license to practice medicine and provide his/her own malpractice insurance for any such activities.

7. Release of Information to Certification Boards. Certification boards require Program Directors to evaluate residents annually as part of the certification process. A resident must have a satisfactory evaluation for each year of training in order to be admitted to certifying examinations. In order to certify residents for board eligibility, Program Director must forward these evaluations to the Boards. By signing this agreement, Resident confirms his/her understanding that the Program Director will submit such evaluation to the appropriate certification board as requested and hereby gives his/her consent to Program Director, or his/her designee, to send annual evaluative information to the appropriate board to be used for certification purposes.

In accordance with University of Arizona policy and College of Medicine procedures, I agree that, if an institution with which the University affiliates to provide some or all of my training requires a

criminal background check or requires me to submit fingerprints as a condition of placement, then I agree to submit to such criminal background check or fingerprinting in accordance with the procedures of such affiliate entity. The University shall have no liability or responsibility for a training site's decision that I am not suitable for training at that site based upon the results of such investigation, nor will I have a right to appeal that decision. I further understand and agree that, should the results of such background check disqualify me for participation in such program, then I may be unable to complete my training at the University of Arizona and may be subject to termination.

The University of Arizona®

Signature, Program Director
Residency Training Program

Resident Signature

Date

Received GME Office _____

July 2010

ADDENDUM TO RESIDENT AGREEMENT

The following terms shall be in addition to those terms set forth in the Resident Agreement dated July 2010, which is attached hereto, and shall be incorporated into that Agreement by reference:

1. Book allowance (per resident per year PGY1=\$200, PGY2=\$300, PGY3=\$500)

DATED this _____ day of _____, 20__.

Resident Signature

Training Program