

THIS AGREEMENT is entered into between the Board of Regents of the University of Oklahoma by and through its subdivision, the University of Oklahoma College of 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*, issued separately, contains policies and procedures governing the graduate medical education programs of the University. The parties mutually agree as follows:

**I. APPOINTMENT**

Resident accepts appointment in the \_\_\_\_\_ Program, at the \_\_\_\_\_ level for the annual salary of \_\_\_\_\_ for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_. Any salary increase approved and effected 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 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*. Details regarding eligibility and coverage for these programs are contained in supplemental materials provided by the University Personnel Office. The University reserves the sole right to enhance, modify, or delete any benefit at any time.
- D. The University provides occurrence type group professional liability insurance for Resident applicable only to duties and assignments within the residency program.
- E. 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.
- F. The University does not and will not require Resident to sign a non-competitive agreement.
- G. The University provides a mechanism for the redress of grievances as described in the Grievance Policy in the *Resident Handbook*.
- H. The University provides policies on alcohol and substance abuse, racial and ethnic harassment, and sexual harassment in the *Resident Handbook*.
- I. 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*. Policies on physician impairment and the physician recovery program are also contained in the *Resident Handbook*.
- J. 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 most current edition of the *Resident Handbook* as they may be amended from time to time, (2) of the residency training program, 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* or residency program rules.
- 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*, or he/she may be suspended without pay or dismissed from the residency program.
- C. In the event Resident has a grievance, Resident agrees to abide by the grievance procedures outlined in the *Resident Handbook*.
- D. Resident agrees not to engage in any outside employment or professional medical activity that interferes with obligations to the training program. Resident agrees to discuss outside employment with the Program Director and obtain 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 outside employment, and such limitations may be amended from time to time.
- E. 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 permits, keys, etc.

**IV. REAPPOINTMENT AND TERMINATION**

- A. It is anticipated that each Resident will complete residency training, and appointments are offered yearly based upon satisfactory progress of the Resident. The final decision to offer a renewal of appointment will be made by the Program Director within the guidelines established by the University and the program. Residents will not automatically be offered 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. Notwithstanding the notice provision, the University may terminate a Resident or give notice of intent not to renew appointment for academic or disciplinary reasons according to the terms in the *Resident Handbook* within the four months prior to the end of the contract period, with as much written notice as the circumstances will reasonably allow.
- C. Upon breach of the agreement by Resident, the University may, at its option, elect to terminate the contract immediately or to take other appropriate action according to the terms of the *Resident Handbook*.
- D. For failure to complete training program requirements satisfactorily or upon breach of the College of Medicine institutional rules, Resident shall be subject to nonpromotion, probation, suspension, dismissal, or termination for academic reasons from the training program as deemed necessary and proper by the University and as outlined in the *Resident Handbook*.

THE UNIVERSITY OF OKLAHOMA COLLEGE OF MEDICINE		RESIDENT	
Signature, Program Director	Date	Signature	Date
Administration	Date		