

RESIDENT AGREEMENT OF APPOINTMENT

THIS RESIDENT AGREEMENT OF APPOINTMENT, entered into this [redacted] day of [redacted], 2024, by and between Baptist Health, acting for and on behalf of the Baptist Health Medical Center- North Little Rock (“**BHMC- NLR**”), and [redacted] (hereinafter, the “**Resident**”).

Resident is hereby employed by Baptist Health as a Physician Resident in Program Year (“**PGY**”) [redacted] in the Baptist Health - UAMS Medical Education Program in [redacted]. In this capacity, Resident will participate in a graduate medical education program, which 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.

Resident agrees to perform all duties and services in a competent, professional, and effective manner. Resident agrees to abide by the policies, procedures, rules, and regulations of the Baptist Health - UAMS Medical Education Program as the Sponsoring Institution (SI) and the policies, procedures, rules, and regulations of BHMC – NLR and participating sites currently existing and as may from time to time be amended. Resident hereby affirms that he or she is legally authorized to work in the United States for the duration of this Agreement. Resident agrees to abide by the statement of Resident responsibilities. (See below.)

RESIDENT RESPONSIBILITIES

The goal of the residency program is to provide Resident with an 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, Resident agrees to the following:

- a) Under the direction of the Program Director (or designee) and supervision by attending physicians, assume responsibility for the safe, effective, and compassionate care of all assigned patients, consistent with 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 BHMC- NLR 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 to 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 sources without verification of its appropriateness with Baptist Health 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 Compliance Office.

DURATION OF APPOINTMENT

This Agreement shall be for a term of fifty-four weeks, commencing on [REDACTED], and ending on [REDACTED].

FINANCIAL SUPPORT

Resident shall receive as compensation for the term of this Agreement an amount equal to \$ [REDACTED], paid in equal bi-weekly payments, in accordance with Baptist Health Payroll and Human Resources policies.

CONDITIONS FOR PROMOTION / REAPPOINTMENT OF RESIDENT

Residents are promoted/reappointed on the basis of the terms outlined in Baptist Health - UAMS Medical Education Program Graduate Medical Education Committee's (GMEC) Policy 130. In the event Resident is not to be reappointed, Resident will be furnished written notice of non-reappointment as early as possible, but at least thirty (30) days prior to the expiration date of the current period of appointment.

GRIEVANCE AND DUE PROCESS

Any Resident who disputes any action by any party to this Agreement shall have the right to initiate a grievance through the Baptist Health - UAMS Medical Education Program GMCEC's Policy 180. Alleged violations of this Resident Agreement of Appointment may also be contested by Resident 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 Baptist Health for acts or omissions of 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 certificate of insurance may be reviewed upon request. This professional liability insurance will provide coverage only for Resident in the performance of the duties and obligations of this Agreement. It is the sole responsibility of Resident to obtain and provide professional and general liability insurance coverage for all employment or professional activity (i.e., "moonlighting") engaged in by Resident which is not an official part of Resident's training program.

BENEFITS

- a) Health Insurance: Coverage for Resident and members of their immediate family, (i.e., legal spouse and children) is available and is effective on the first day Resident is required to report to the training program, provided Resident submits the required enrollment forms to Baptist Health Human Resources within his/her first 30 days of initial appointment to the training program. Baptist Health will pay the premiums for Resident's Copay Plan coverage only, provided Resident makes positive election for coverage and participates in the Wellness credit. For family members, Baptist Health will pay a portion of the premium in accordance with the Baptist Health benefit plan document applicable to all Baptist Health employees, provided Resident makes a positive election for coverage.
- b) Dental Insurance: Baptist Health will pay a portion of the premium for Resident and his/her family members in accordance with the Baptist Health benefit plan document applicable to all Baptist Health employees, provided Resident makes a positive election for coverage.
- c) Long Term Disability Insurance: Baptist Health will pay the premiums for Resident's coverage.
- d) Basic Life Insurance: Baptist Health will pay the premiums for Resident's coverage.
- e) Leave: Resident will have an annual allowance of 21 vacation leave days (only 15 weekdays i.e. Monday-Friday may be taken) and 12 sick leave days. The GMCEC has outlined policies that govern the scheduling and taking of additional 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 his/her designee.

- f) Mental Health Services: The SI provides access to confidential counseling, medical and psychological support services in accordance with the provisions of the Baptist Health Medical Benefit Plan and the Baptist Health Employee Assistance 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 Baptist Health provides leave in its policies applicable to all employees, some board requirements limit the amount of leave Resident may take. Each Resident should confer with the 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, Resident is 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. Resident will not engage in employment outside the residency program without the written approval of the Program Director and the Designated Institutional Officer (DIO). The GMEC has outlined policies to govern requirements to participate in moonlighting, GMEC Policy 170.

TERMINATION

This Agreement may be terminated at any time for violation of the Baptist Health Human Resources policies and practices applicable to all employees of Baptist Health, or for violation of the GMEC policies promulgated and adopted by the GMEC and applicable to all Residents. This Agreement may also be terminated if Resident is removed from patient care services or other duties of the residency program. Such termination shall result in forfeiture of any unearned financial support.

DRUG SCREEN AND BACKGROUND CHECK

This appointment is conditioned upon successfully passing a pre-employment drug and tobacco screen in accordance with the Baptist Health Human Resources Policies Tobacco/Nicotine Free Hiring and Drug & Alcohol Policy, upon satisfactory completion of a criminal background check, and upon confirmation by an Office of Inspector General (OIG) exclusion check that Resident is not excluded by the Centers Medicare and Medicaid Services (CMS) from billing for his or her professional services. In cases where employment may have been initiated prior to the criminal background check, Baptist Health reserves the right to determine 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 BAPTIST HEALTH, ACTING FOR AND ON BEHALF OF THE BAPTIST HEALTH MEDICAL CENTER- NORTH LITTLE ROCK

Resident

Date

Program Director

Date

Designated Institutional Officer

Date

Vice President and Administrator BHMC-NLR

Date