

**AGREEMENT OF APPOINTMENT  
UNIVERSITY OF TENNESSEE COLLEGE OF MEDICINE  
GRADUATE MEDICAL EDUCATION PROGRAM (GME)**

Residency programs in GME at the University of Tennessee are under the aegis of the College of Medicine and are accredited by the Accreditation Council for Graduate Medical Education (ACGME). The director of the residency training program has the authority to supervise all of the activities of the resident physician in the program.

**1. Qualifications for Appointment.**

- a. Meet all eligibility departmental/specialty requirements for their respective training program;
- b. Have successfully passed USMLE Steps 1 and 2 (CK and CS) or equivalent examinations (COMLEX-USA or MCCQE);
- c. Meet all federal regulations for employment including providing adequate documentation for completion of the I-9. Residents on employment visas are responsible for meeting all guidelines for lawful entry and continued stay in the U.S.
- d. Meet all guidelines established by the Tennessee Board of Medical Examiners for obtaining authorization to participate in the training program (a licensure exemption, a training license or unrestricted medical license);
- e. Not be on any Office of Inspector General's (OIG) list of individuals excluded from federal healthcare programs;
- f. Pass a criminal background check;
- g. Provide a final transcript (denoting award of the MD/DO degree) sent directly from the resident's medical school to the GME Office. An ECFMG certificate will be accepted for international medical school graduates;
- h. Documentation from a licensed physician that the resident is physically and mentally able to begin a residency;
- i. Documentation of all appropriate immunizations;
- j. Obtain a national provider (NPI) number and provide to the GME Office.

**2. Resident Responsibilities.** Throughout the residency program, residents must:

- Develop a personal program of self study and professional growth with guidance from the teaching staff in order to acquire and maintain throughout his or her professional career the knowledge, clinical skills, attitudes, and behaviors required to fulfill all objectives of the educational program and to achieve the competencies deemed appropriate for his or her chosen discipline.
- Make the patient's welfare his or her first priority by participating in safe, effective and compassionate patient care under supervision, commensurate with his or her level of advancement and responsibility.
- Participate fully in the educational and scholarly activities of his or her program and in all mandatory GME conferences.
- Assume responsibility for teaching, peer evaluating, and supervising other residents and students, providing candid and constructive feedback on their performance to encourage quality improvement.
- Participate in institutional programs and activities involving the medical staff and adhere to established practices, procedures and policies of the Graduate Medical Education Program and of all affiliated hospitals, including the timely completion of medical records.

- Participate in institutional committees and councils, especially those that relate to patient care review activities.
- Develop an understanding of ethical, socioeconomic, and medical/legal issues that affect graduate medical education and of how to apply cost containment measures in the provision of patient care.
- Embrace the professional values of honesty, compassion, integrity, and dependability.
- Adhere to the highest standards of the medical profession and pledge to conduct him or herself accordingly in all interactions. The resident will demonstrate respect for all patients and members of the health care team without regard to gender, race, national origin, religion, economic status, disability or sexual orientation.
- Secure direct assistance from faculty or appropriately experienced residents whenever the resident is confronted with high-risk situations or with clinical decisions that exceed his/her confidence or skill to handle alone.
- Learn the most from direct patient care and guidance from faculty and other members of the health care team. The resident should understand the need for faculty to supervise all interactions with patients.
- Participate in the evaluation of the quality of education provided by the program.
- Follow all University or Hospital infection control policies. These policies are subject to change.
- Provide annual documentation of the results of a skin test for tuberculosis.
- Abide by the University of Tennessee policies, procedures, and work rules as well as the rules and regulations of the University's teaching hospitals and clinics.
- Comply with all HIPAA guidelines and complete the HIPAA training modules within 30 days of employment.

**3. Term.** The term of this appointment is made on a yearly basis with the expectation that continuation within the one year appointment and reappointment yearly throughout the duration of the residency period will be based upon evidence of satisfactory progress in scholarship, professional growth and the availability of training positions in the University of Tennessee GME program. GME Progress and Promotion Policy is available on the GME website.

**4. Compensation.** The annual compensation rates for the 2009-2010 academic year are available on the website at [www.utmem.edu/gme](http://www.utmem.edu/gme).

**5. Conditions for Reappointment and Promotion.** If at the discretion of the Director of the graduate training program in which the resident participates, the resident has fulfilled all of the educational requirements and attained the knowledge and skill necessary to progress to the next level of post-graduate training and fulfilled all of the other terms and conditions stipulated in this Agreement, the resident shall be eligible for promotion to the next level of residency training with a commensurate renewal of this Agreement, not to exceed one additional period of twelve (12) months, unless the resident has completed the residency training program to which the resident was appointed. A four month notice will be given for non-renewal or non-promotion. If the primary reason(s) for the non-renewal or non-promotion occurs within the four months prior to the end of the agreement, the University must ensure that its programs provide the resident(s) with as much written notice of the intent not to renew or not to promote as circumstances will reasonably allow, prior to the end of the agreement. If a resident is not reappointed or promoted, an academic appeals process is available to ensure that residents have access to adjudicate

complaints and grievances. Procedures are available on the GME website at [www.utm.edu/gme](http://www.utm.edu/gme).

**6. USMLE Step 3.** In addition to the Steps 1 and 2 passage requirements for entering programs on or after July 1, 2009, all residents/fellows entering programs on or after this date, will be required to pass Step 3 (or equivalent examination) prior to being advanced to the third year of training. Failure to pass Step 3 prior to March 1 of the second year of training may result in non-renewal of the resident's appointment. The resident/fellow is responsible for providing evidence of passage of Step 3 (or equivalent exam) to the program director and GME Office. The complete policy is available on the GME website at [www.utm.edu/gme](http://www.utm.edu/gme).

**7. Academic Appeals Process.** Residents will be evaluated periodically throughout the year, welcome constructive feedback from faculty and all others who observe his or her performance, and recognize that objective assessments are indispensable guides to improving skills as a physician. Rotation specific goals and objectives and teaching and evaluation methodologies ensure that residents completing programs will be capable of practicing independently and have met all six general competencies. In the event of an adverse decision affecting the timely completion of training, the resident is granted the right to present his or her views and any extenuating circumstances in an academic appeals process. Procedures are available on the GME website at [www.utm.edu/gme](http://www.utm.edu/gme).

**8. Professional Liability Insurance.** Residents receive professional liability coverage through the Tennessee Claims Commission Act (TCA 9-8-301 et seq.) The Claims Commission provides for defense and judgment payments for acts determined to be within the scope of a resident's employment even if the case is filed after the resident has completed training (occurrence based). A copy of the full provision of this coverage is available on the GME website at [www.utm.edu/gme](http://www.utm.edu/gme).

**9. Health, Disability, and Life Insurance.** Health insurance is provided for residents and eligible dependents and is effective on the resident's first recognized day of residency/fellowship program. Residents are responsible for approximately 20% of the premium of the type of health coverage selected. For plan benefits and resident costs visit the GME web site at [www.utm.edu/gme](http://www.utm.edu/gme). Disability and life insurance is provided for residents.

**10. Leaves of Absence.** The University's policies concerning vacation, sick, parental, and educational leaves are available on the website at [www.utm.edu/gme](http://www.utm.edu/gme), but policies may vary slightly from program to program based upon individual specialty board requirements. Individual program policies are available in the offices of the program directors and are available to the resident upon request. It is the responsibility of each program director to advise residents of the effect of any time away from training upon program completion and board eligibility. All training extensions necessary to meet board eligibility are paid with full benefits. Current requirements for eligibility for specialty board examinations can be found through a link on the GME website [www.utm.edu/gme](http://www.utm.edu/gme).

**11. Duty Hours.** Residents must abide by the UTHSC Graduate Medical Education policy on duty hours and reporting procedures (New Innovations). Policy is available on the GME website at [www.utm.edu/gme](http://www.utm.edu/gme).

**12. Moonlighting.** The residents should only accept or participate in activities permitted outside the educational program (moonlighting) that do not interfere with his or her performance and that are approved by the University. Violation of this policy could result in disciplinary actions up to and including dismissal from the program.

**13. Resident Support Services.** Resident support services including confidential counseling and medical and psychological support services are available including but not limited to an exercise facility, evaluation and treatment of work related illnesses and injuries, the AIRS program, the SAP program, availability of immunizations and wellness programs. Additional support services information is available on the GME website at [www.utm.edu/gme](http://www.utm.edu/gme).

**14. Harassment.** Resident acknowledges that the University does not tolerate sexual or other forms of harassment by and/or directed at members of the hospital community. Policy is available on the GME website at [www.utm.edu/gme](http://www.utm.edu/gme).

**15. Discrimination.** Resident acknowledges that formal charges of discrimination based on race, sex, age, religion, national or ethnic origin, disability, marital status, sexual orientation, or veteran status, shall be filed with Human Resources in accordance with the policies and procedures outlined on the GME website at [www.utm.edu/gme](http://www.utm.edu/gme).

**16. Program Reduction or Closure.** In the event of a program closure or complement reduction, the University will provide reasonable assistance to residents in locating another ACGME program in which they can complete their training. Policy is available on the GME website at [www.utm.edu/gme](http://www.utm.edu/gme).

**17. Other Benefits/Services.** On-call meal provisions vary within the various teaching hospitals. However, food is available 24 hours per day while residents are on duty in all institutions. Call rooms are available in all hospitals for residents who take in-house call. Lab coats are provided but no laundry services are available. Parking is provided at no cost to residents. The University agrees to take reasonable precautions to provide a safe environment. The University will provide ready access to adequate communication resources and technological support.

**18. Restrictive Covenants.** Residents will **not** be required to sign restrictive covenants.

**19. Disaster Policy.** The University has institutional plans that will allow for the continuation of training in the event of a disaster. Policy is available on the GME website at [www.utm.edu/gme](http://www.utm.edu/gme).

**20. Vendor/Industry Policy.** The University has explicit guidelines outlining the appropriate relationship between GME (inclusive of all residency and fellowship programs) and health related vendor representatives/industry and promotional activities. Policy is available on the GME website at [www.utm.edu/gme](http://www.utm.edu/gme)

**21. Accommodation for Disabilities.** Resident acknowledges that the University provides appropriate accommodation for residents with disabilities. Policy is available on the GME website at [www.utm.edu/gme](http://www.utm.edu/gme).

**22. Certifying Board Eligibility.** A link to information regarding eligibility for certification by the relevant certifying board is available on the GME website at [www.utmem.edu/gme](http://www.utmem.edu/gme).

I understand and agree to my responsibilities to the University of Tennessee Graduate Medical Education Program. I have received and reviewed the content of the above agreement including all references and policies located on the website. I acknowledge that additional policies governing my participation in the GME Program are included on the GME home page located at [www.utmem.edu/gme](http://www.utmem.edu/gme). I further understand that any information necessary for evaluation of my performance by my program director, by the teaching faculty, or by the University Administration will be preserved and made available as necessary to examining boards and other responsible agencies if requested.

Program: \_\_\_\_\_

Beginning Date \_\_\_\_\_

Expected Completion Date \_\_\_\_\_

\_\_\_\_\_  
Resident's Name (please print)

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
GME-University of Tennessee Signature

\_\_\_\_\_  
Date

**EEO/AA Statement**

The University of Tennessee does not discriminate on the basis of race, sex, color, religion, national origin, age, disability or veteran status in provision of educational programs and services or employment opportunities and benefits. This policy extends to both employment by and admission to the University. The University does not discriminate on the basis of race, sex, or disability in its educational programs and activities pursuant to the requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA) of 1990.

Inquiries and charges of violation concerning Title VI, Title IX, Section 504, ADA or the Age Discrimination in Employment Act (ADEA) or any of the other above referenced policies should be directed to the Office of Equity and Diversity; 920 Madison, Suite 420; Memphis, Tennessee 38163; telephone 901-448-5558 (V/TTY available).