

UNIVERSITY OF KENTUCKY

MOONLIGHTING AGREEMENT

THIS AGREEMENT made and entered into this the ___ day of _____, 200_, by and between _____ (“Resident/Fellow”, hereinafter referred to as “Resident”) and the University of Kentucky, College of Medicine (“University”) is to facilitate the provision of physician services at the University’s hospital.

1. Resident represents he/she is duly licensed to practice medicine within the Commonwealth of Kentucky, and is permitted to prescribe medications.

2. Resident is available to provide physician services pursuant to this Agreement during periods in which he/she is not actively engaged in his/her course of study at the University (or affiliate) and acknowledges that the provision of such services is not within the scope of his/her training and will not be counted as part of his/her training.

3. University will identify and notify Resident of the times and dates his/her services pursuant to this Agreement are required and the responsibilities of the Resident in connection with providing such services. If Resident is unwilling to provide the requested services at the indicated times and dates, Resident shall immediately notify the University; otherwise, the Resident will provide services as reasonably identified by the University pursuant to this Agreement.

4. Resident is a trainee contracted through the University, the services hereunder are to be compensated in the form of overload payment through the University on a monthly basis for time he/she has provided services under this Agreement, with payments to be \$_____ for each _____ of services scheduled and performed pursuant to this Agreement.

5. Resident acknowledges that the Residency Director of his/her training program is authorized to disapprove the performance by Resident of any duties pursuant to this Agreement if his/her training program has been unsatisfactory, resulted in probationary status, or has been negatively impacted by his/her activities pursuant to this Agreement.

6. Resident acknowledges that the duty hours for the core training program are not to be violated under the terms of the moonlighting arrangement. Resident understands the restrictions placed on residents by the ACGME and will not place the institution at risk with conflicts under this arrangement.

7. Either party may terminate this Agreement immediately, without notice, if such party in good faith determines (a) any provision of, or the performance of, any obligation contemplated by this Agreement is or may be illegal, (b) any provision of, or the performance of, any obligation contemplated by this Agreement is or may be in breach of any obligation of the University or (c) the Medicaid program, private insurance companies or patients cannot be

properly billed for service rendered by Resident pursuant to this Agreement. Moreover, either party to this Agreement may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

I affirm that the duty hours for the core training program will not be violated under the terms of this moonlighting arrangement. I understand the restrictions placed on residents by the ACGME and will not place the institution at risk with conflicts under this arrangement.

University of Kentucky, College of Medicine

By: _____

Its: _____

Resident

Approved:

Director, Residency Program