



UNIVERSITY OF MINNESOTA  
**GRADUATE MEDICAL EDUCATION PROGRAM  
RESIDENCY/FELLOWSHIP AGREEMENT**

***THIS IS AN AGREEMENT*** by and between the Regents of the University of Minnesota (the “University”), a Minnesota constitutional corporation, and \_\_\_\_\_, hereinafter referred to as “resident/fellow.” The Agreement applies to Academic Year 2012/2013; actual dates of coverage are specified in Section 5 below.

**THE PARTIES AGREE** as follows:

**1. Purpose.** The primary purpose of the appointment of a resident/fellow is the successful completion of a graduate medical education training program. This Agreement and the provisions of the Resident/Fellow Institutional and Program Policy Manuals referenced in this Agreement govern the relationship between the individual resident/fellow and the University, and take precedence over any other University document or procedure to the extent they are inconsistent with the terms of this statement.

**2. Appointment Status.** During the period in which residents/fellows are undergoing graduate medical education training at the University, they have the status of students and are appointed to one of several student/professional training classifications in the University appointment system. The majority of residents/fellows are appointed to one of the following classifications: medical resident; medical resident-graduate program; medical fellow; medical fellow-graduate program. In addition, there are a limited number of research-oriented appointments supported through National Research Service Award (NRSA) training grants from the National Institutes of Health (NIH). These appointments are: NIH-NRSA medical resident; NIH-NRSA medical resident-graduate program; NIH-NRSA medical fellow; NIH-NRSA medical fellow-graduate program. Residents/fellows who are moved to one of these NIH-NRSA appointments during the term of this Agreement will be given thirty (30) days written notice of the change in appointment.

**3. Responsibilities of the Resident/Fellow.**

3.1 The resident/fellow agrees to accept the duties, responsibilities, and rotations assigned by the program director or designee and to conduct himself or herself ethically and professionally in keeping with his or her position as a physician, in the care of patients and in relationships with other hospital/clinic staff.

3.2 The resident/fellow agrees to participate fully in the educational and scholarly activities of the residency program and, as required, to assume responsibility for teaching and supervising other residents/fellows and medical students.

3.3 The resident/fellow agrees to provide safe, effective, and compassionate care of patients under faculty supervision, commensurate with the resident's/fellow's level of education and experience.

3.4 The resident/fellow agrees to abide by the bylaws, policies, rules, and regulations of the University of Minnesota Medical School (the "Medical School"), the University and the hospital and clinics to which assigned.

3.5 The resident/fellow agrees to meet state, federal, and University requirements for participating in a residency/fellowship program prior to the start of and throughout the training program. Failure to meet these requirements is grounds to rescind or terminate this Agreement:

3.5.1 **Credentials.** Submit proof of earning an M.D. or D.O. degree, comply with state licensure requirements either by obtaining a residency permit or unrestricted physician license, as required by the individual residency/fellowship program, provide copies of GME program completion certificates for prior training, if applicable; and document passage of the USMLE Step 3 or COMLEX-USA Level 3 (for D.O.s) by March 1 of the PGY-2 year.

3.5.2 **Health professions requirements.** Submit proof of immunization history and obtain annual Mantoux; pass annual background study clearances as required under Minnesota law and per federal requirements through the List of Excluded Individuals/Entities (LEIE); and complete HIPAA and Privacy training. The resident/fellow agrees that his/her immunization compliance status and background study results may be shared with clinical sites where the resident/fellow is assigned.

3.5.3 **Work authorization.** Obtain an appropriate visa, as agreed to by the program, if the resident/fellow is not a U.S. citizen or permanent resident. Failure to obtain appropriate visa status **prior** to the start date of the training program, or failure to maintain visa status throughout training, may result in forfeiture of the training position.

3.5.4 **Other.** Complete a Residency Management Suite (RMS) Data Form upon appointment; record duty hours accurately and in compliance with RMS and Duty Hour policies; and comply with any other requirements established by the individual residency/fellowship program.

#### **4. Responsibilities of the University.**

4.1 The Medical School shall be responsible for providing a graduate medical educational experience and training program through faculty planning, teaching, supervision, and evaluation of residents/fellows.

4.2 The University agrees to perform administrative functions for the benefit of the residents/fellows. These include arranging for the payment of stipends; maintaining certain resident/fellow records; administering the procedure related to the discipline of residents/fellows;

and providing mechanisms for the coordination of programs among the affiliated hospitals and clinics, the Medical School, and the various clinical services.

4.3 The University agrees to provide the following benefits to residents/fellows effective the date set forth in Section 5.1:

4.3.1 An annual stipend of \_\_\_\_\_ and \_\_\_\_\_/100 dollars (\$ \_\_\_\_\_), payable on a bi-weekly basis.

4.3.2 Benefits as set forth in the Resident/Fellow Institutional Policy Manual. All residents/fellows receive the following benefits regardless of appointment classification: professional liability insurance through the University covering claims related to duties performed as part of the residency/fellowship, whether such claims arise during or after the resident's/fellow's completion of the program; other insurance through the Student Health Benefits Office specifically for residents/fellows that provides medical insurance and optional dependent coverage, long-term and short-term disability insurance, life insurance, and optional dental insurance at the resident's/fellow's cost; reasonable accommodations for residents with a documented disability as outlined in the Institution Policy Manual; and counseling and psychological support services through a residency assistance program, including monitoring and assistance for impaired physicians consistent with professional and legal obligations. Residents/fellows who are not appointed in a training grant position are eligible to participate in the University's dependent and health care flexible spending accounts and the Optional Retirement Plan (ORP) or the University of Minnesota Section 457 Deferred Compensation Program (457 Plan).

4.3.3 Leave of absence benefits, which include parental/family medical, professional/academic, personal, vacation, holiday, sick, bereavement, military and jury duty/witness leave. These benefits are available to all residents/fellows as set forth in the Resident/Fellow Institutional Policy Manual, but amounts of vacation and sick leave vary with the policies of each department. See applicable Program Policy Manual. Each program is responsible for advising its residents/fellows on how a requested leave of absence may affect timely completion of the training program and eligibility to sit for the relevant specialty board exam.

4.3.4 Other benefits determined at the individual program level as set forth in the applicable Resident/Fellow Program Policy Manual. These benefits vary from program to program and **may** include: meal tickets, laundry service, and beeper rental. On-call sleeping quarters are determined by the hospitals where the resident/fellow is assigned.

4.4 The Medical School has established general policies on duty hours/on-call schedules, moonlighting, and the effect of absences on timely completion of the residency/fellowship program. These matters are set forth in the Resident/Fellow Institutional Policy Manual, and supplemented in the applicable Program Policy Manual. Program policies will conform to any applicable requirements of the Accreditation Council for Graduate Medical Education (ACGME) or the relevant American specialty board.

4.5 The Medical School does not require residents to sign a noncompetitive guarantee. Please see the Resident/Fellow Institutional Policy Manual.

**5. Residency/Fellowship Term.** Traditionally, the majority of residents/fellows successfully complete their training. In keeping with University policy:

5.1 The term of the Agreement between the resident/fellow and the University is for the period starting \_\_\_\_\_ and ending no later than \_\_\_\_\_.

5.2 The Agreement may be renewed on an annual basis as mutually agreed upon by the resident/fellow and the University. The criteria for promotion and reappointment are set forth in the Institutional Policy Manual.

**6. Evaluations of Academic Performance.**

6.1 A periodic assessment of academic performance of each resident/fellow is the responsibility of the residency program director with input from faculty. Academic performance of a resident/fellow must be evaluated by a careful and deliberate review, including documentation of the resident's/fellow's performance with respect to relevant exam scores, clinical diagnosis and judgment, medical knowledge, technical abilities, interpretation of data, patient management, communications skills, interactions with patients and other healthcare professionals, professional appearance and demeanor, and/or motivation and initiative. All recorded evaluations of a resident's/fellow's performance are accessible to the resident/fellow.

6.2 A resident/fellow can be disciplined and/or dismissed from the program for academic reasons. Before dismissing a resident/fellow or not renewing a resident's/fellow's contract for academic reasons, the program must give the resident/fellow notice of his/her performance deficiencies, an opportunity to remedy the deficiencies, and notice of the possibility of dismissal or non-renewal if the deficiencies are not corrected.

**7. Grounds for Discipline and/or Dismissal of a Resident/Fellow for Non-Academic Reasons.** Grounds for discipline and/or dismissal of a resident/fellow for non-academic reasons, as set forth in the Resident/Fellow Institutional Policy Manual, include, but are not limited to, the following:

7.1 Failure to comply with the bylaws, policies, rules, or regulations of the University, affiliated hospitals, medical staff, department, or with the terms and conditions of this document.

7.2 Commission by the resident/fellow of an offense under federal, state, or local laws or ordinances which impacts upon the resident's/fellow's abilities to appropriately perform his/her normal duties in the residency/fellowship program.

7.3 Conduct which violates professional and/or ethical standards; disrupts the operations of the University, its departments, or affiliated hospitals; or disregards the rights or welfare of patients, visitors, or hospital/clinical staff.

## **8. Disciplinary and Grievance Procedures.**

8.1 Discipline and/or dismissal of a resident/fellow for academic reasons under Section 6.2 above may be grievable under University policy and procedures on “Conflict Resolution Process for Student Academic Complaints,” set forth in the policy on “Discipline/Dismissal of Residents/Fellows”. Residents/Fellows also may utilize this University grievance procedure for other complaints related to education and academic services to the extent covered by the grievance policy.

8.2 Residents/Fellows who are disciplined and/or dismissed for non-academic reasons under Section 7 above are entitled to certain procedures as set forth in the policy on “Discipline/Dismissal of Residents/Fellows” found in the Resident/Fellow Institutional Policy Manual. These procedures are outlined in a section labeled “Discipline/Dismissal for Non-Academic Reasons.” They include notice of the disciplinary charges, an opportunity to respond to the allegations before discipline is imposed, and a hearing at the resident’s/fellow’s request by a three-person panel in the Medical School to appeal any discipline imposed for non-academic reasons.

8.3 Discipline imposed for either academic or non-academic reasons is implemented on the effective date determined by the program, regardless of whether the resident/fellow contests the discipline. The procedures referenced in paragraphs 8.1 and 8.2 above for contesting discipline are mutually exclusive; under no circumstances will a resident/fellow be afforded both the procedures outlined under University policy and procedures on “Conflict Resolution Process for Student Academic Complaints” and the procedures set forth in the manual under the provision entitled “Discipline/Dismissal For Non-Academic Reasons.”

8.4 The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran’s status, or sexual orientation. Harassment based on sex, race or any other ground listed here is a form of discrimination prohibited under this policy. Residents/Fellows who believe they have been subjected to discrimination or harassment on any of these grounds are urged to contact their program director or department chair. Complaints also may be pursued through the Associate Dean for Graduate Medical Education, the Medical School Ombudsman or the University of Minnesota Office of Equal Opportunity and Affirmative Action, as set forth in the Resident/Fellow Institutional Policy Manual.

8.5 Residents/Fellows who are disqualified from direct contact with patients under the criminal background study required by Minnesota law, Section 144.057, will be dismissed from the residency/fellowship program or have their acceptance revoked if they have not started the program training yet. The resident/fellow may appeal this decision to a panel of the Graduate Medical Education Committee in the Medical School under the terms of the “Academic Health

Center Policy on Student Background Checks.” This policy is set forth in the Resident/Fellow Institutional Policy Manual.

**9. Residency Closure/Reduction.** If the University reduces the size of a residency/fellowship program or closes a program, affected residents/fellows will be notified as soon as possible; and the University will make every effort within budgetary constraints to allow existing residents/fellows to complete their education. In the unlikely event that existing residents/fellows are displaced by a program closure or reduction, the University will make every effort to assist the residents/fellows in locating another residency/fellowship program where they can continue their education.

**10. Resident/Fellow Institutional Policy Manual.** Upon signature of this agreement, the resident/fellow acknowledges having access and agrees to adhere to the Resident/Fellow Institutional Policy Manual and the applicable program manual, both of which are available online. See <http://www.med.umn.edu/gme>.

**Regents of the University of Minnesota**

**Resident/Fellow**

By: \_\_\_\_\_

Name: Carol Sundberg

Title: Director, GME Operations  
Designee for the Dean of the  
University of Minnesota Medical School

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Date: \_\_\_\_\_

**APPROVED BY RESIDENCY/FELLOWSHIP  
PROGRAM DIRECTOR**

By: \_\_\_\_\_

Name:

Title:

Department of  
Program

Date: \_\_\_\_\_

First approved by the Graduate Medical Education (GME) Committee on November 21, 1997.  
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