

UNIVERSITY OF VERMONT MEDICAL CENTER
CONDITIONS OF APPOINTMENT AND TRAINING FOR GME RESIDENTS/FELLOWS
2024 - 2025

This **Resident/Fellow Appointment and Training Agreement** ("Agreement") is made by and between the resident/fellow physician whose name appears on the signature page and University of Vermont Medical Center (UVMMC).

PRELIMINARY STATEMENT

UVMMC provides a patient-focused, integrated system of health care. In conjunction with the Robert Larner College of Medicine, UVMMC provides educational experiences in Graduate Medical Education ("GME") specialty and subspecialty programs for residents/fellows, which is an essential component of its integrated health care system.

Many of the terms and conditions of the resident's or fellow's training are set forth in the collective bargaining agreement by and between UVMMC and the Committee of Interns and Residents/SEIU ("UVMMC/CIR CBA"). In accordance with the "Management Rights" provisions set forth in Article X of the UVMMC/CIR CBA, certain additional conditions under which a resident/fellow will participate in this educational experience and training program at UVMMC are set forth in this Agreement. The resident/fellow has reviewed this Agreement and, in consideration of accepting the resident's or fellow's appointment and entering their training program, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.01 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

"Clinical Leader" shall mean the person who is responsible for the management of the Health Care Service to which the resident/fellow is assigned.

"COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act.

"Dismissal" shall mean terminating a resident/fellow appointment due to academic/clinical reasons.

"Termination" shall mean terminating a resident/fellow appointment for non-academic or non-clinical misconduct.

"Moonlighting" shall mean any voluntary, compensated, medically related work performed beyond a resident's or fellow's clinical experience and education hours (formerly known as "duty hours") and additional to the work required for successful completion of the program.

"Non-Promotion" shall mean resident/fellow does not advance to the next level of training.

“Non-Renewal” shall mean the resident/fellow completes the current year of training and is not offered a contract to continue their training.

“Program” shall mean the specialty or sub-specialty training comprising a graded series of learning experiences in GME that is evaluated for external accreditation and/or approval by the UVMMC Graduate Medical Education Committee (“GMEC”).

“Program Director” shall mean the single physician who has the responsibility and authority for a specific program’s administration, curriculum, and activities.

“UVMMC Base Salary” shall mean an annual payment in the dollar amount set forth in Article XXXI of the UVMMC/CIR CBA.

ARTICLE II TERM

- 2.01 Term. The term of this Agreement shall be for the period set forth on the signature page hereof, unless this Agreement is terminated earlier, as provided for in Article 3 below.
- 2.02 Eligibility. Initial Eligibility – Notwithstanding anything to the contrary herein, the term of this Agreement shall not commence until the resident/fellow has provided UVMMC with satisfactory assurances that they have satisfied all initial eligibility criteria delineated in the GME policy regarding “Eligibility and Selection of Residents/Fellows.” This includes passing USMLE Steps 1 and 2 and/or COMLEX Levels 1 and 2-CE, and requirements of the Accreditation Council for Graduate Medical Education (“ACGME”), the Council for Dental Accreditation (CODA), and any other applicable accrediting body(ies) for resident/fellow education. Failure to complete any of the eligibility requirements shall be grounds for immediate dismissal.

Continued Eligibility – Under no circumstances will a resident be promoted from their PGY-2 to PGY-3 year if they have not passed USMLE Step 3 or COMLEX Level 3 and become eligible for a full and unrestricted license to practice medicine in Vermont.

ARTICLE III NON-PROMOTION, NON-RENEWAL, DISMISSAL, OR TERMINATION

- 3.01 Non-Promotion, Non-Renewal, Dismissal and Academic Grievance Process (GME-7 Policy). Based on the recommendation provided by the Program’s Clinical Competency Committee, the Program Director is responsible for making the final decision regarding non-promotion, non-renewal, or dismissal of their resident/fellow due to academic/clinical reasons. The resident/fellow will receive a written notification for non-promotion, non-renewal, or dismissal from their training. If dismissed for academic/clinical reasons, a resident/fellow has a right to grieve the dismissal as delineated in the “Resident/Fellow Academic Due Process for Remediation and Procedure for Academic Grievance” policy (GME – 7).
- 3.02 Death or Disability. A resident/fellow shall be dismissed upon death, or they are unable to perform the essential functions of their appointment (with or without reasonable accommodation).

- 3.03 Termination of Employment. In accordance with Article XIII of the UVMMC/CIR CBA, the Program Director may terminate the resident or fellow for non-academic/non-clinical reasons if supported by just cause. If terminated for non-academic/non-clinical reason(s), a resident/fellow has a right to grieve the termination as delineated in the UVMMC/CIR CBA and per UVMMC GME policy.
- 3.04 Resident/Fellow Resignation. A resident/fellow may resign from their appointment hereunder upon ninety (90) days' notice or such shorter notice period as the Program Director shall approve. In the event the resident/fellow is unable or unwilling to return to duty on the agreed upon date after a leave of absence, such action shall be deemed a resignation.
- 3.05 Date of Termination. For purposes of this Agreement, the date of termination (the "Date of Termination") is defined as (i) the date of dismissal pursuant to Section 3.01, (ii) the date of death or disability as set forth in Section 3.02, (iii) the date of termination pursuant to Section 3.03, or (iv) the date of resignation as set forth in Section 3.04. UVMMC shall be responsible to pay the resident/fellow the portion of the UVMMC Base Salary earned prior to the Date of Termination. Thereafter, UVMMC shall not have any further obligation to the resident/fellow and/or the resident's or fellow's executor, administrator, or other legal representative, except as required by COBRA.

ARTICLE IV SERVICES

- 4.01 Responsibilities of Institution. UVMMC, as the sponsor for GME training programs, acknowledges, and agrees to responsibilities for:
- (a) Ensuring that the institution and accredited GME training Programs comply with accrediting agencies' requirements, such as maintaining Joint Commission, ACGME, and CODA accreditations;
 - (b) maintaining an organized administrative system to oversee all GME activities;
 - (c) providing appropriate personal protective equipment, adequate on-call accommodations and work space, and access to food in accordance with the ACGME requirements and the UVMMC/CIR CBA;
 - (d) ensuring policies of supervision are consistent with program and medical staff requirements;
 - (e) providing accesses to electronic medical literature databases and appropriate reference materials;
 - (f) providing opportunities for resident/fellow participation in institutional and educational program activities and committees;
 - (g) providing ancillary patient support systems, including peripheral intravenous access placement, phlebotomy, laboratory, pathology and radiology services and patient transportation services provided in a manner in support of high quality and safe patient care;
 - (h) participating in quality assurance measures and activities; and
 - (i) any other requirements set forth in the UVMMC/CIR CBA.
- 4.02 Responsibilities of Resident/Fellow. The resident/fellow acknowledges and agrees that they are responsible for fulfilling all responsibilities assigned to them, which include but are not limited to:
- (a) Developing a personal program of self-study and professional growth with guidance from the teaching staff;
 - (b) participating in safe, effective and compassionate patient care under supervision, commensurate with their level of advancement and responsibility;
 - (c) participating fully in the educational activities of their program;
 - (d) assuming responsibility for supervising residents, medical students, and employees as appropriate; and
 - (e)

participating in institutional programs and activities involving the medical staff and adhere to UVMMC practices, procedures, and policies, and any applicable requirements of the UVMMC/CIR CBA; (f) participating in institutional committees and councils, especially those that relate to patient care review activities; (g) applying cost containment measures in the provision of patient care; (h) observing and complying with the procedures and requirements established by the Health Care Service regarding the performance of resident/fellow duties within the Health Care Service; (i) complying fully with (1) any and all state or federal statutes, rules and regulations relating to, directly or indirectly, the documenting and coding of physician services, and (2) any voluntary or involuntary compliance plan or program adopted by UVMMC with regard to the documenting and coding of physician services; and (j) attending any required training related to and comply fully with (1) any and all state or federal statutes, rules and regulations relating to, directly or indirectly, the confidentiality and privacy of patient information (collectively, the "Laws"), and (2) any UVMMC policies or procedures implemented to comply with such Laws, including the regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996.

- 4.03 Professional Requirements. The resident/fellow is required to maintain a Vermont medical license during the term of their training Program. UVMMC will fund the acquisition of a limited temporary Vermont medical license during the term of the resident's/fellow's GME training Program. In the event the standard length of the training Program exceeds the number of renewals available for limited temporary Vermont medical license, UVMMC will fund the acquisition of a permanent Vermont medical license. A resident/fellow wishing to acquire a permanent Vermont medical license prior to exhausting the time limits of a limited temporary Vermont medical license may do so at their own expense.

A resident/fellow who dispenses or prescribes controlled substances must be registered with the Drug Enforcement Administration (DEA) either through the UVMMC Pharmacy or through individual registration. In the event such DEA registration is through the UVMMC Pharmacy, the resident/fellow shall use such registration only when providing services on behalf of UVMMC.

ARTICLE V COMPENSATION

- 5.01 Salary. The resident/fellow shall receive periodic payment of the UVMMC Base Salary.
- 5.02 Periodic Payment. The resident/fellow will be paid according to UVMMC payroll practices. Each payment will represent 1/26th of the annual salary, less all authorized payroll withholdings and deductions. A new resident/fellow shall complete a W-4 form and submit this form to the UVMMC's Human Resources Department within five (5) business days of their Effective Date.

ARTICLE VI BENEFITS

- 6.01 Paid Leave. During the term of this Agreement, the resident/fellow shall be entitled to paid leave in accordance with Article XI of the UVMMC/CIR CBA.

The timing of Paid Time Off is governed by the policies and practices of the resident's/fellow's program and requires prior approval of the resident's/fellow's program

director. Extended leaves of absence and/or paid time off in excess of a certifying Board's allowances for time away may require the resident/fellow to extend their training program, if the program can accommodate the extension of training, in order to satisfy their program's certifying Board and ACGME requirements.

- 6.02 Health Benefits. The resident/fellow shall be entitled to participate in health benefits as set forth in Article XV of the UVMMC/CIR CBA, including group medical coverage, dental and vision plans, life insurance, short-term and long-term disability insurance, health care and dependent care reimbursement accounts, and other voluntary benefit programs offered to other UVMMC employees.
- 6.03 Retirement. The resident/fellow shall be entitled to participate in retirement benefits as set forth in Article XXII of the UVMMC/CIR CBA. A description of this and other benefits referenced in this Article are set forth in the UVMMC/CIR CBA, the Resident Benefit Guide, and relevant GME policies and plan descriptions.

ARTICLE VII SCHEDULE

- 7.01 Clinical & Educational Work Hours (formerly known as "Duty Hours") The resident/fellow must adhere to clinical and educational work hours requirements as defined by each of the specialty's/sub-specialty's ACGME Review Committee and as set forth in relevant GME policies.
- 7.02 Call Schedule. Call schedules and assignments are determined by the Program Director in accordance with the needs of the Health Care Service; the educational value of the assignments; and adherence to ACGME clinical and educational work hours requirements and relevant GME policies.
- 7.03 Leaves of Absence. Leaves of absence, with or without pay, are set forth in Article XI of the UVMMC/CIR CBA. A resident/fellow who takes a leave of absence is not excused from meeting the criteria for completion of their training program. Any leave of absence may require that a resident/fellow extend their training to meet requirements for graduation, academic reasons, or board certification. An extended leave of absence that necessitates lengthened training may be subject to the ability of the program to accommodate the extension.
- 7.04 Moonlighting. Both internal and external moonlighting are permitted only as set forth in GME and program policies and the UVMMC/CIR CBA. It is the resident's/fellow's responsibility to comply with the provisions of the UVMMC/CIR CBA and any applicable GME and program policies regarding moonlighting.

ARTICLE VIII LIABILITY INSURANCE

- 8.01 Liability Insurance. In accordance with Article IX of the UVMMC/CIR CBA, UVMMC shall provide the resident/fellow with adequate professional liability insurance that shall cover the resident/fellow while acting in the performance of his/her duties and assignments within the training program from the first day of employment. Claims made after termination of training are covered if based on acts or omissions of the resident/fellow

within the scope and course of his/her duties or assignments during training. Professional liability coverage does not extend to outside employment.

ARTICLE IX MISCELLANEOUS

- 9.01 Completion of Medical Records. The resident/fellow must comply with all UVMMC policies regarding the completion of medical records. Repeated failure to complete medical records in a timely manner may result in corrective action.
- 9.02 Severability. The invalidity or unenforceability of any provision hereof or of any exhibit hereto shall in no way affect the validity or enforceability of any other provision.
- 9.03 No Waiver. Waiver of any provision of this Agreement in any one instance shall not constitute a waiver of any other provision in the same instance, nor any waiver of the same provision in another instance.
- 9.04 General Provisions. This Agreement: (a) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement, shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument; (b) shall be governed by and construed under the laws of the State of Vermont without regard to principles of conflicts of laws; (c) together with the UVMMC/CIR CBA constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts, and the like between or among any or all of the parties in such respect; (d) may be amended, modified, or terminated only by a writing signed by all parties; (e) shall bind and inure to the benefit of the parties and their respective successors and assigns, except that no obligation under this Agreement may be delegated, nor may this Agreement be assigned, without the prior written consent of all parties; (f) may be judicially enforced only in courts located within the State of Vermont, and the parties herein agree that such courts shall have venue and exclusive subject matter and personal jurisdiction, and such parties consent to service of process by registered mail, return-receipt requested, or by any other manner provided by law; and (g) if in conflict with any provision of the UVMMC/CIR CBA, shall be superseded by the conflicting terms of the UVMMC/CIR CBA.
- 9.05 Amendment. To the extent permitted by the “Management Rights” provisions set forth in Article X of the UVMMC/CIR CBA, this Agreement may be amended or modified by UVMMC at any time upon thirty (30) days’ prior written notice to residents/fellows or as otherwise provided in this Agreement. Such amendment or modification shall take effect on the effective date recorded in the notice.
- 9.06 Certificate of Completion. Upon satisfactory completion of the training program’s ACGME requirements and requirements for certifying Board eligibility, as determined by the Program Director, the resident/fellow will be awarded a Certificate of Completion from UVMMC and the Robert Larner College of Medicine. Information about eligibility for board certification is found in each specialty’s requirements through the American Board of Medical Specialties (<https://www.abms.org>).

9.07 Work Authorization. The resident/fellow shall present proper documentation to confirm work authorization for purposes of Form I-9. The resident/fellow shall maintain such work authorization for the duration of this Agreement.

UNIVERSITY OF VERMONT MEDICAL CENTER
CONDITIONS OF APPOINTMENT AND TRAINING FOR RESIDENT/FELLOW

SIGNATURE PAGE

2024 - 2025

Resident/Fellow

Term

Status

Annual Base Salary See UVMMC/CIR CBA

Program

IN WITNESS WHEREOF, the parties hereto have duly executed this Resident/Fellow Appointment and Training Agreement as of the date set forth below.

University of Vermont Medical Center

Resident/Fellow

By:  _____

By: _____

Melissa Davidson, M.D.
Designated Institutional
Official

Date: 01/22/2023 _____

Date: _____