

**UNIVERSITY OF VERMONT MEDICAL CENTER**

**CONDITIONS OF APPOINTMENT AND TRAINING FOR GME RESIDENTS/FELLOWS**

**2019-2020**

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 (UVM Medical Center).

**PRELIMINARY STATEMENT**

UVM Medical Center provides a patient-focused, integrated system of health care. In conjunction with the Robert Larner College of Medicine, the UVM Medical Center 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. Accordingly, the purpose of this Agreement is to set forth the conditions under which a resident/fellow will participate in this educational experience and training program at UVM Medical Center.

The resident/fellow has reviewed this Agreement, the UVM Medical Center GME policies referenced in this Agreement and the UVM Medical Center Resident Physician Benefits Guide (“Resident Benefit Guide”), and desires to become part of a GME training program at the UVM Medical Center, and the UVM Medical Center desires to accept the resident/fellow into the training program, each on the terms set forth in this Agreement

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and in order to provide an incentive to the resident/fellow to enter the 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/training reasons and/or because of disciplinary reasons prior to the current year’s contract end date.

“Moonlighting” shall mean any work activities outside 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 UVM Medical Center 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.

“UVM Medical Center Base Salary” shall mean an annual payment in the dollar amount set forth in the signature page.

## 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 4.01, 4.02, and 4.03 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 UVM Medical Center with satisfactory assurances that s/he has satisfied all initial eligibility criteria delineated in the “Eligibility and Selection of Residents/Fellows” (GME-4 policy) this includes passing USMLE Step 1 and 2 (CS and CK) for MDs or COMLEX Level 1 and Level 2-CE for DOs, the Accreditation Council for Graduate Medical Education (“ACGME”) and any other applicable accrediting bodies for resident/fellow education. Failure to complete any of the eligibility requirements shall be grounds for UVM Medical Center to immediately terminate this Agreement. Some GME training programs at UVM Medical Center require DO applicants to pass COMLEX Level 1 and Level 2-CE as well as USMLE Step 1 and 2 prior to the start of training.

Continued Eligibility– Under no circumstances will a resident be promoted from their PGY-2 to PGY-3 year if s/he has not passed USMLE Step 3 (MDs) or COMLEX Level 3 (DOs) and be eligible for a full and unrestricted license to practice medicine in Vermont.

## ARTICLE III NON-PROMOTION, NON-RENEWAL, DISMISSAL, ACADEMIC GRIEVANCE

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/training reasons. The resident/fellow will receive a written notification for non-promotion, non-renewal, or dismissal from their training and may appeal the decision as set forth in GME-7 policy.

## ARTICLE IV TERMINATION

- 4.01 Death or Disability. Resident's/Fellow's appointment shall terminate upon death or if the resident/fellow is disabled from performing the essential functions of his/her duties with or without reasonable accommodation for a period of three (3) months.
- 4.02 Termination of Appointment. The Program Director may terminate a resident's/fellow's appointment during the term of this Agreement due to disciplinary reasons set forth in the "Resident/Fellow Disciplinary Process" (GME – 28 policy) or dismiss a resident/fellow for academic/training reasons (section 3.01). If dismissed for academic/training 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" (GME – 7 policy).
- 4.03 Resident/Fellow Resignation. A resident/fellow may terminate his/her 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 sick, professional or other leave, such action shall be deemed to be a resignation and this Agreement shall terminate immediately.
- 4.04 Date of Termination. For purposes of this Agreement, the date of termination (the "Date of Termination") is defined as (i) the date of death or first day of the fourth month of disability if the appointment is terminated under Section 4.01, or (ii) if appointment is terminated pursuant to Sections 3.01, 4.02 or 4.03 hereof, the date specified in the Notice of Termination.
- 4.05 Consequences of Termination. If the resident's/fellow's appointment terminates, UVM Medical Center shall be responsible to pay to the resident/fellow the portion of the UVM Medical Center Base Salary earned prior to the Date of Termination. Thereafter, UVM Medical Center shall not have any further obligation to the resident/fellow and/or resident's/fellow's executor, administrator or other legal representative under this Agreement or on account of, or arising out of, the termination of resident's/fellow's appointment, except as required by COBRA.

## ARTICLE V SERVICES

- 5.01 Responsibilities of Institution. UVM Medical Center, 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 and ACGME 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 the availability of meals while residents/fellows are on overnight call;
  - (d) ensuring policies of supervision are consistent with program and medical staff requirements;
  - (e) providing access to and use of a full medical library;
  - (f) providing opportunities for resident/fellow participation in institutional and educational program activities, and committees;
  - (g) providing ancillary patient support systems, including intravenous and phlebotomy services, laboratory and radiology systems and

messenger and transporter services to ensure adequate patient care in a timely manner; and (h) participating in quality assurance measures and activities.

5.02 Responsibilities of Resident/Fellow. The resident/fellow acknowledges and agrees that s/he is responsible for fulfilling all responsibilities assigned to him/her, 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; (e) participating in institutional programs and activities involving the medical staff and adhere to UVM Medical Center practices, procedures, and policies; (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 UVM Medical Center 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 UVM Medical Center policies or procedures implemented to comply with such Laws, including the regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996.

5.03 Professional Requirements. The resident/fellow is required to maintain a Vermont medical license during the term of their training Program. UVM Medical Center 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, UVM Medical Center 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 UVM Medical Center Pharmacy or through individual registration. In the event such DEA registration is through the UVM Medical Center Pharmacy, the resident/fellow shall use such registration only when providing services on behalf of UVM Medical Center.

ARTICLE VI  
COMPENSATION

- 6.01 Salary. The resident/fellow shall receive periodic payment of the UVM Medical Center Base Salary as set forth in the signature page hereof through the UVM Medical Center payroll system.
- 6.02 Periodic Payment. The resident/fellow will be paid according to UVM Medical Center payroll practices, which currently is every two weeks. Each payment will represent 1/26th of the annual salary, less all authorized payroll decisions and deductions required by law to be withheld. A new resident/fellow shall complete a W-4 form and submit this form to the UVM Medical Center's Human Resources Department within five (5) business days of their Effective Date.

ARTICLE VII  
BENEFITS

- 7.01 Paid Time Off (GME-30 Policy). During the term of this Agreement, the resident/fellow shall be entitled to at least 3 weeks (a week equals 5 work days plus 2 weekend days) per GME academic year. Each academic year residents/fellows are given 5 sick or personal days. During the appropriate year of training, residents/fellows are allowed at least 5 work days to participate in post graduate interviews. Additional interview days may be granted at the discretion of the program director.

The timing of Paid Time Off is governed by the policies of the resident's/fellow's Health Care Service and requires prior approval of the resident's/fellow's program director. Extended leave of absences may require the resident/fellow to extend their training program to satisfy their program's certifying Board and Accreditation Council for Graduate Medical Education requirements.

- 7.02 Other Benefits. The resident/fellow shall be entitled to participate in (i) group medical, dental, vision and life insurance programs offered to UVM Medical Center employees, (ii) reimbursement accounts offered to UVM Medical Center employees, and (iii) a disability program. The descriptions of these benefits, which may change from time to time, are set forth in the Resident Benefit Guide and GME – 29, 30 and 31 policies.
- 7.03 Retirement. UVM Medical Center offers a retirement benefit to eligible residents/fellows. A description of this benefit, which may change from time to time, is set forth in the Resident Benefit Guide.

ARTICLE VIII  
SCHEDULE

- 8.01 Duty Hours. The resident/fellow must adhere to duty hours requirements defined in the ACGME requirements and as set forth in the GME Duty Hours policies (GME – 12, 13, 15, and 16 policies).

- 8.02 Call Schedule. On-call schedules should not be excessive as defined in the ACGME requirements. The specific call schedule 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 duty hours requirements and GME Duty Hours policy (GME-12 policy).
- 8.03 Sick, Professional and Other Leaves. The Leave of absences policy is set forth in the “GME FMLA and VPFL” policy (GME-29 policy) and the GME policy for “Paid and Unpaid Leave of Absence” (GME-31 policy). A resident/fellow who takes family and medical leave, professional, and other personal or sick leaves must satisfy the criteria for completion of their training Program and may be required to extend their training Program to meet their Program’s certifying board and ACGME requirements.
- 8.04 Work Activities Outside the Program. Professional and patient care activities that are outside of the educational program are called "Moonlighting." Both internal and external Moonlighting are permitted only as set forth in the GME policies “Internal Moonlighting” (GME-15 policy) and “External Moonlighting” (GME-16 policy). It is the resident’s/fellow’s responsibility to comply with the GME policies regarding moonlighting.

#### ARTICLE IX LIABILITY INSURANCE

- 9.01 Liability Insurance. UVM Medical Center 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 X MISCELLANEOUS

- 10.01 Completion of Medical Records. The resident/fellow must comply with all policies of the UVM Medical Center regarding the completion of medical records. Repeated failure to complete medical records in a timely manner may result in disciplinary action taken against the resident/fellow.
- 10.02 Harassment Policy. UVM Medical Center actively seeks to provide and maintain a workplace free of unlawful harassment of any employee, job applicant, student, or customer, including residents/fellows. Refer to the UVM Medical Center “Harassment Policy E-03” for details. Resident’s/Fellow’s failure to comply with this policy may warrant disciplinary action, up to and including immediate termination of appointment.
- 10.03 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.
- 10.04 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.

- 10.05 General Provisions. This Agreement together with the UVM Medical Center and GME policies and the Resident Benefit Guide (which are hereby incorporated by reference): (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) 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; and (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. Any notice or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given when placed in the United States mail, postage pre-paid, addressed to the last known address of the party to be notified.
- 10.06 Nondiscrimination. The parties to this Agreement mutually agree that they will not discriminate against any individual because of his or her race, creed, religious beliefs, national origin, age, sex, sexual orientation, disability, color, place of birth, ancestry, health status, or source of payment for services. Resident's/Fellow's failure to comply with this provision may warrant disciplinary action up to and including immediate termination of appointment.
- 10.07 Amendment. This Agreement may be amended or modified by UVM Medical Center at any time upon thirty (30) days' prior written notice to residents/fellows, or as provided in this Agreement. Such amendment or modification shall take effect on the effective date recorded in the notice.
- 10.08 Certificate of Completion. Upon satisfactory completion of all the training program requirements for certifying Board eligibility and as determined by the Program Director, residents/fellows will be awarded a Certificate of Completion from UVM Medical Center and the Robert Larner College of Medicine.
- 10.09 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**

**2019-2020**

Resident/Fellow	<<FirstName>> <<LastName>>, <<Credentials>>
Term	Start Date thru End Date
Status	<<Status>>
Annual Base Salary	<<Compensation>>
Program	<<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:   
Melissa Davidson, M.D.  
Designated Institutional Official

By: \_\_\_\_\_  
<<FirstName>> <<LastName>>, <<Credentials>>

Date

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