

# UNIVERSITY OF UTAH SCHOOL OF MEDICINE RESIDENT AGREEMENT 2018-2019

This agreement between the UNIVERSITY OF UTAH, on behalf of the SCHOOL OF MEDICINE ("University"), and \_\_\_\_\_ ("Resident"), is entered into for one year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

The term "Affiliated Hospitals," as used herein, refers to hospitals providing medical services to members of the public during the course of an approved medical or other professional health care clinical training program, and which have affiliation agreements with the University to provide that training. These hospitals are collectively represented by the Graduate Medical Education Committee (GMEC) located at the University. The term "Hospital," as used herein, refers to the specific affiliated hospital where the Resident is on rotation at a given time. Each Hospital is a separate entity and cannot bind any of the others through its actions.

The University agrees to appoint the Resident<sup>(1)</sup>, and the Resident accepts appointment, as a trainee under the following terms and conditions:

1. Training Program: \_\_\_\_\_

2. Stipend<sup>(2)</sup>: Level<sup>(3)</sup>: \_\_\_\_ Stipend Amount: \_\_\_\_\_ per annum<sup>(4)</sup>

3. At all times during the term hereof the Resident shall remain an employee of the University. The University will monitor the provision to the Resident, pursuant to that Hospital's affiliation agreement with the University, of each of the following by the Hospital where the Resident is receiving training:

a. Living Quarters: The Hospital will provide suitable on call quarters.

b. Liability Insurance: The Hospital will provide insurance or other indemnity for any liability of the Resident and the Hospital while acting in the performance of his/her duties or in the course and scope of his/her assignment provided that Resident shall: (i) comply with Hospital risk management requirements; (ii) participate in Hospital risk management training upon request; (iii) cooperate with all Hospital quality assurance processes as required by Hospital policy; and (iv) in the event of any claim against Resident, fully cooperate with Hospital in connection with any such claim or legal process. Claims made after the Resident's termination of training at the Hospital will be covered if based on acts or omissions of the Resident within the course and scope of his/her assignments during training. Insurance or other indemnity coverage will be provided for the Resident on rotations outside an Affiliated Hospital, but within the state of Utah, provided such rotation has been duly approved in writing upon such terms as may be determined by the GMEC. It is understood that a Resident who participates in a rotation outside of the state of Utah, except as provided for in University of Utah Hospital House Staff Policies and Procedures, is not covered by liability insurance or other indemnity, and such participation will not be approved by the GMEC for any purpose unless arrangements, in writing, satisfactory to the GMEC, are made in advance by the Resident for liability insurance or indemnity coverage during the out-of-state rotation.

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(1) The term resident includes interns, residents and fellows.

(2) The stipend may be paid from different sources (e.g., research grants, payroll, etc.) but, in no event, will the total stipend exceed the amount listed herein.

(3) May differ from "Training Level in Program" if credit has been given for previous training.

(4) This reflects the annual stipend for a 52-week period. Level 1 Residents receive slightly more than shown as they begin one week before other residents. They will be paid for 53 weeks.

- c. Meal Money: The Hospital will provide meal money to Residents in ACGME-accredited programs as described in policy GME 9.2 of the University of Utah Hospital House Staff Policies and Procedures Manual.
- d. A suitable environment will be provided for educational experience and training in the areas of the above-named training program.
- e. The educational and training program will meet current standards of the Accreditation Council for Graduate Medical Education Institutional, Common, and Specialty-specific requirements, found on the website [www.acgme.org](http://www.acgme.org).
- f. ABMS specialty board requirements vary by specialty. The Program Director or other department personnel will provide information, or assist in obtaining information, related to eligibility for specialty board examinations upon request.
- g. The department will provide each Resident with a copy of the Standards of Performance policy for the training program, which will describe conditions for reappointment and promotion to a subsequent PGY level.
- h. Resident work hours and on-call schedules vary by department. The department will provide each Resident with a copy of the work hour policy, either written or electronic, that is specific to the department. Departmental work hour policies must comply with the ACGME Common Program Requirements regarding clinical and educational work hours and with the University institutional policy regarding resident work hours in the learning and working environment (see University of Utah Hospital House Staff Policies and Procedures GME 10.1).
- i. Moonlighting activities may be inconsistent with sufficient time for rest and restoration to promote the Resident's educational experience and safe patient care when they exceed the weekly limit on resident work hours. Therefore, moonlighting is not required, and must be closely monitored. Moonlighting hours will count toward a Resident's 80-hour weekly work hour limit. Moonlighting policies vary by department. The department will provide each Resident with a copy of the moonlighting policy, either written or electronic, that is specific to the department. Departmental moonlighting policies comply with the ACGME Institutional and Common Program Requirements regarding moonlighting, and with the University institutional policy regarding moonlighting in the learning and working environment (see University of Utah Hospital House Staff Policies and Procedures GME 6.4). Any Resident who moonlights at a non-University of Utah Health Care facility is responsible for arranging liability coverage for any patient care responsibilities not directly part of his/her training program. Per law stipulated by the Department of State and the Educational Commission for Foreign Medical Graduates (ECFMG), J-1 clinical visa holders are not permitted to moonlight.
- j. An Affiliated Hospital may refuse any individual Resident's participation in training at that Hospital. This could result in termination of the Resident's training prior to the end of an agreement year. If a Hospital excludes the Resident or refuses a Resident's participation, the GMEC may, in its discretion, terminate the Resident's training and this contract, or may attempt to find an alternate site that meets training program requirements.
- k. The Hospital will comply with OSHA and CDC recommendations, which assume that every direct contact with a patient's blood, and other body substances, is infectious and requires the use of protective equipment to prevent parenteral, mucous membrane, and non-intact skin exposures to the health care provider. The Hospital will provide, and make readily available to the Resident, quality personal protective equipment including gloves, face protection (masks and goggles), and cover gowns.
- l. Three scrubs credits will be programmed on the resident's badge for withdrawal at the Hospital Scrub-X machines. The resident is responsible for the replacement fees if all three sets are not returned at the end of their GME trainee employment as described in policy GME 1.9 of the University of Utah Hospital House Staff

**4. The University, through its central payroll function, will see that the following are provided to each Resident:**

- a. Health Insurance(5): The Resident and his/her spouse/partner and children are eligible for enrollment in the University medical health insurance plans.
- b. Long-Term Disability Insurance: The Resident is eligible to participate in the University House Staff Long-Term Disability Plan, written for physicians, which includes an own-occupation clause.
- c. Life Insurance(5): The Resident is eligible to participate in the University Term Life Insurance Program.
- d. Dental Insurance(5): The Resident is eligible to participate in the University Dental Plan.
- e. Certificate: The Resident will be provided with an appropriate certificate upon satisfactory completion of the education and training program.
- f. Paid Vacation Leave: The Resident shall receive three weeks (15 working days) of paid annual vacation, and one week (5 working days) of paid annual personal/professional development time which must be scheduled with the approval of the Program Director. Both vacation and personal/professional development time is non-accruing.
- g. Paid Sick Leave and Unpaid Leave: Paid sick leave for Residents is non-accruing. Paid sick leave will be available to the Resident in accordance with the specific departmental policy and requirements if approved by the Program Director, but may not exceed 12 days per year. Approved paid sick leave may be used for the Resident's own serious health condition or the serious health condition of the Resident's dependent, or the birth or adoption by the Resident of a child within one year of the date of birth or placement. The Family and Medical Leave Policy for Residents at the University meets the requirements of the Family and Medical Leave Act of 1993, as may be amended, allowing up to twelve weeks of unpaid leave per year for eligible employees. Family and Medical Leave runs concurrently with any approved paid sick leave and any unused paid vacation days. Family Medical Leave, paid sick days, and paid vacation days must be approved by the Program Director. Approval by the Program Director will depend upon his/her assessment of the training requirements of the Program and the Resident's training progress and needs. Each U.S. Medical Specialty Board has minimum time requirements in residency training for Board eligibility. Residents may need to make up time for used Family Medical Leave, sick leave, or vacation leave in order to meet Board eligibility requirements. Each Program has a written departmental Leave policy to which the Resident may refer. Any make-up time required for Board eligibility may be deemed to have been prepaid and thus, during the time of the makeup training, no pay or benefits will be offered. Timely notice of the effect of leave(s) on the ability to satisfy board requirements or program completion will be provided by the program at the time a leave is approved.

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*(5) Premium costs for the benefits listed in Paragraph 5a, 5c, 5d, and 5e are shared by the Hospitals and Resident for those Residents who are processed through the University of Utah payroll. Residents on other funding sources (stipends, fellowships, traineeships, grants, etc.) pay the full cost. The disability insurance premium (5b) is paid in full by the University.*

h. Residents are eligible for the services of the University Employee Assistance Program, which provides counseling, crisis intervention, and substance abuse treatment assistance to Residents and their family members, as described in the University House Staff Policies and Procedures Manual, GME 3.4.

## **5. The Resident agrees to:**

a. Perform satisfactorily and to the best of his/her ability the customary duties and obligations of the above-named training program, as established by the department and University Standards of Performance, and be evaluated on a regular basis.

b. Abide by the policies, procedures, Medical Staff bylaws, risk management programs, rules, and regulations at each Hospital.

c. Comply with the Medical Records Policies at each Hospital. The Medical Records Completion/Incentive Policy for the University Hospital is found in the University Hospital House Staff Policies and Procedures Manual, Section 8.3.

d. Comply with the work hours requirements of the Hospital and the department.

e. Refrain from accepting fees from any patient for services rendered at the Hospital.

f. Abide by the ethical obligations of the profession as established by the American Medical Association Code of Ethics (available on the AMA web site at [www.ama-assn.org](http://www.ama-assn.org)).

g. Comply with the University School of Medicine credentials verification procedure. No Resident will be hired, begin a training program, or receive any other benefits under this agreement without having met the following requirements:

(1) Documentation of identity and right to work.

(2) Comply with University Hospital House Staff Policies and Procedures Manual GME 15.1 that all trainees in clinical programs who require visa sponsorship must obtain a J-1 clinical visa.

(3) Compliance with immunization policy, tuberculosis prevention and control policy, and blood borne pathogen training policy as outlined in the University Hospital House Staff Policies and Procedures Manual GME 1.2 and 1.5.

(4) Documentation of passing scores on USMLE Parts 1, 2CK, and 2CS exams OR COMLEX Level 1, 2CE, and 2PE exams, OR equivalent LMCC exams, for Level 1 Residents; documentation of passing scores on USMLE Parts 1, 2CK, 2CS, and 3 OR COMLEX Level 1, 2CE, 2PE and 3, OR equivalent LMCC exams, for Level 2 and above Residents.

(5) Completion and return to the Office of Graduate Medical Education of the Personal Information Form for University of Utah School of Medicine House Staff no later than 60 days prior to hire date so all information can be verified, including medical school and previous residency training, prior to beginning of patient care responsibilities. No Resident may be hired or begin a training program until all previous medical education, training, and employment have been verified by the primary source.

(6) Pass to the satisfaction of the GMEC, a criminal background investigation as outlined in the University Hospital House Staff Policies and Procedures Manual, Policy GME 1.6.

(7) Documentation of compliance with the University's ACLS policy as outlined in the University Hospital House Staff Policies and Procedures Manual, Policy GME 1.4. The Resident will maintain current certification in BLS/ACLS/PALS as outlined in said policy and will be responsible for any associated fees. The Resident will also be responsible for fees assessed as a result of failure to attend a reserved course without prior cancellation, as outlined in both the GME policy and the ACLS course registration site. Such fees may be payroll deducted if not satisfied by the Resident within 60 days of notification.

(8) Comply with the University Drug Testing policy as outlined in the University Hospital House Staff Policies and Procedures Manual, Policy GME 1.7, and pass any pre-employment drug screen required by any Hospital.

(9) Documentation of a current and valid Utah medical license, Utah controlled substance license (if applicable), NPI number, federal DEA registration number (if applicable), and registration as an ordering and referring provider with Utah Medicaid and Medicare PECOS, in compliance with the University of Utah Hospital House Staff Medical License Policy, GME 1.3. Utah law requires an internship before licensure; therefore, the Resident must be eligible and submit a completed Utah medical license application and Utah controlled substance license application (as applicable) to the Graduate Medical Education Office within 30 days of completion of internship, or within 30 days of hire if a PGY2. Residents at level PGY3 or above must be fully licensed in the state of Utah prior to beginning residency/fellowship. Residents must apply for a federal DEA registration (as applicable) immediately upon receiving a Utah medical and controlled substance license. A copy of the medical license, controlled substance license, and the DEA registration number (if applicable) shall be delivered by the Resident to the Office of Graduate Medical Education within 30 days of receipt, and these copies will be retained in the Resident's file. Upon full licensure, residents must register as ordering and referring providers with Utah Medicaid and Medicare PECOS. All licensed Residents must maintain a current medical license, controlled substance license (if applicable), and federal DEA registration number (if applicable) by renewing such licenses or registrations prior to expiration. A copy of the renewed licenses and DEA registrations must be promptly submitted to the Office of Graduate Medical Education to be kept on file. Any Resident failing to comply with the licensing, DEA registration, NPI requirements, and Medicaid and Medicare requirements herein may be suspended without pay by the Program Director or the Director of Graduate Medical Education until properly licensed. Exceptions to the controlled substance license and DEA registration requirements may be granted to the following programs: Pathology residency and fellowships, Dental Education, , and Neurogenetics. Residents who do not comply with the licensure requirements due to failure of any USMLE or other licensing examination may be dropped from the training program as outlined in the House Staff licensure policy cited above.

h. Comply with the Hospital's Compliance Requirements which include (1) maintaining current ACLS,, and/or PALS certification as required by GMEC and/or department policy and providing the GME Office with copies of certification card(s), (2) complying with University's annual flu shot requirements, (3) maintaining annual online LMS and HIPAA training modules as required, and (4) maintaining current licensure status by renewing all licenses before expiration dates and providing copies of current licenses to the GME Office (as stated in "g(8)" above).

i. Notify departments and the GME Office of changes in name, addresses, telephone numbers, and email addresses.

## **6. Terms and termination:**

a. The term of this agreement is for one year unless expressly provided otherwise herein.

b. This agreement does not establish any right or expectancy of an appointment for any subsequent residency year regardless of the number of years generally associated with a particular training program.

c. Any agreements or representations to the contrary are not valid unless reduced in writing and incorporated as a specific amendment to this agreement.

d. Violations may result in termination of this agreement and termination of employment. Violations are considered to be, but not limited to, unsatisfactory performance as determined by the relevant training program, violations of program, departmental, Graduate Medical Education, School of Medicine, University of Utah Hospitals and Clinics, or University of Utah policies and procedures, or other violations of this agreement.

**7. Failure to abide by the terms outlined in this agreement, or failure to complete the full term of this agreement as stated on page 1 of this document, may result in no credit granted for the training completed, no issuing of a Certificate of Completion by the institution, and no letters of recommendation offered by the training program.**

**8. Due Process: Non-renewals of contracts and other disputes are governed by the GME "Academic Action" policy found in the University Hospital House Staff Policies and Procedures Manual, Policy 12.1.**

**9. It is the policy of the University to maintain an academic and work environment free of illegal discrimination, which includes sexual harassment for students, faculty, staff, and participants, as outlined in the University of Utah Policies and Procedures Manual (University of Utah Regulations Library). Illegal discrimination and sexual harassment subvert the educational, research, service, and scholarly mission of the University and threaten the careers, educational experience, and well being of students, faculty, and staff, and will not be tolerated at the University. In the event that issues related to discrimination or sexual harassment occur, University employees may pursue their concerns through the process outlined in the University of Utah Regulations Library or through the Office of Equal Employment and Affirmative Action.**

**10. This agreement incorporates within it applicable policies and procedures from the following:**

--University of Utah Regulations Library at [www.regulations.utah.edu/](http://www.regulations.utah.edu/) (includes University, University Hospital, and University of Utah School of Medicine policies)

--University of Utah House Staff Policies and Procedures at <http://medicine.utah.edu/gme>

This agreement shall be construed in accordance with the laws of the State of Utah.

**11. Any changes, updates, or additions, and all other policies and procedures of the University of Utah, University of Utah Hospital, and University Hospital House Staff will be posted to the electronic manual web site located on the internet at [www.regulations.utah.edu](http://www.regulations.utah.edu) and <http://medicine.utah.edu/gme> respectively, and any changes or updates will be incorporated and effective as of the date of the change or update.**

**IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates as hereinafter set forth.**

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*(Resident Name)*  
*Resident*

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*(Program Directors Name)*  
*Program Director*

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*Alan J. Smith*  
*GME Director*

*Original Agreement to be maintained in the Office of Graduate Medical Education*  
*cc: Resident, Program*

*Revised November 7, 2017*