

HENNEPIN COUNTY MEDICAL CENTER
RESIDENCY/FELLOWSHIP AGREEMENT
<<PROGRAM>>

THIS AGREEMENT is made by and between Hennepin Healthcare Systems, Inc. d/b/a Hennepin County Medical Center, 701 Park Avenue, Minneapolis, Minnesota 55415, hereinafter referred to as "HCMC," and <<FirstName>> <<MiddleName>> <<LastName>>, hereinafter referred to as the "resident/fellow."

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

I. PURPOSE

The resident/fellow, having successfully completed his/her undergraduate medical education, shall by this Agreement acquire graduate medical education and training at HCMC. This contract is offered to the resident/fellow based on the completeness and accuracy of the resident/fellow's application and supporting documents. The resident/fellow physician must meet the qualifications for resident/fellow eligibility outlined in the Essentials of Accredited Residencies in Graduate Medical Education in the AMA graduate education directory. Falsification of any of the application or information documents, or failure to meet eligibility requirements, constitutes cause for dismissal. This contract governs the relationship between the individual resident/fellow and the Medical Center, and takes precedence over any other institutional or program agreement to the extent that such agreement is inconsistent with the terms of this statement.

II. THE RESIDENT/FELLOW AGREES

- A. To accept the duties, responsibilities, and rotations assigned by the program director, and to conduct himself/herself ethically and professionally in the care of patients and in relationships between himself/herself and other members of the staff, hospital and clinical personnel, and the public.
- B. To participate as assigned by the program director in institutional programs, committees, councils, and activities involving medical education and the medical staff.
- C. To adhere to established practices, rules and regulations, procedures, and policies of HCMC, its programs, clinical departments, and other institutions to which the resident/fellow is assigned, including but not limited to the licensure requirements of physicians in training.
- D. To develop a personal program of self-study and professional growth with guidance from the teaching staff.
- E. To participate in safe, effective and compassionate patient care under medical staff supervision, commensurate with his/her level of advancement and responsibility.
- F. To develop an understanding of clinical, socio-economic and medical-legal issues, and apply appropriate cost containment measures in the provision of patient care.
- G. To participate fully in the educational activities of his/her program and, as required, assume appropriate responsibility for teaching and supervising other resident/fellows and students.
- H. To refrain from threatening or endangering himself/herself or another individual; abusing HCMC property; using HCMC property in an unauthorized fashion; use of alcoholic beverages or intoxicants while on duty; manufacturing, possessing, selling, buying, transferring, consuming or being under the influence of a controlled substance or drug; or conducting himself/herself in any manner which reflects negatively on HCMC or other assigned institutions to which the resident/fellow is assigned.

III. HENNEPIN COUNTY MEDICAL CENTER AGREES

- A. To provide the resident/fellow with a medical educational experience and a training program in substantial compliance with the general and special requirements established by the Accreditation Council for Graduate Medical Education.
- B. To provide for the payment of stipends, maintain resident/fellow records, administer the procedures related to the discipline of resident/fellows and redress of resident/fellow grievances, and provide mechanisms for the coordination of programs among any affiliated hospitals and clinics.
- C. To provide the following resident/fellow benefits:

1. **Stipend** - \$XXXXXX per year, post-graduate year 1.
 2. **Vacation** - 3 weeks (21 days) paid, including one week at the end of the academic year and two weeks subject to prior approval of the program director.
 3. **Sick Leave** with or without pay provided at the discretion of the program director. Any absence from residency duties must be reported to the program director. Sick leave which may extend the length of this contract requires the approval of the Designated Institutional Official (DIO).
 4. **Health Insurance** - Two medical plans will be available through Medica. Each has a monthly premium; dependent coverage is available at the resident/fellow's expense.
 5. **Life Insurance** - \$50,000 in basic benefits. Supplemental Life Insurance is available at the resident/fellow's expense.
 6. **Dental Insurance** - At resident/fellow's expense.
 7. **Health Care Expense Account (HCEA)** - A program that permits resident/fellows to set aside monies for out of pocket health care and dental expenses. May not be used to pay insurance premiums.
 8. **Dependent Care Assistance Program (DCAP)** - A program that permits resident/fellows to pay for childcare expenses or the expenses for the day care of a disabled spouse or dependent with pre-tax income.
 9. **Short Term Disability:** Short Term Disability benefits are provided through Standard. HCMC pays 100% of the cost of this benefit. There is a 14 day waiting period; benefits begin on the 15th day. The benefit is 60% of weekly salary to a maximum of \$2000 per week. Benefits are payable for up to 90 days.
 10. **Long Term Disability:** Long Term Disability benefits are provided through Standard. HCMC pays 100% of the cost of this benefit. Benefits begin after 90 days of disability. Maximum benefit period is determined by age at the onset of the disability. The benefit is 60% of monthly salary to a maximum of \$10,000 per month.
 11. **Malpractice Insurance** - Employee Tort and Professional Liability Indemnification Plan provides defense and indemnification for claims made during and after his/her employment so long as: a) the act or omission alleged to have caused liability occurred during the course of his/her duties while an employee of HCMC, b) the resident/fellow cooperates in the defense of the claim, and c) the claim did not result from deliberate wrong-doing by the resident/fellow.
 12. **Option to contribute to retirement plan or FICA** - Unless exempt because of J1 VISA status, a resident/fellow must choose one of the following options. Under either option the resident/fellow is subject to the Medicare payroll tax. A resident/fellow may elect to contribute 3 3/4% of his/her "base pay" to the Minnesota Deferred Compensation Plan (the "State Section 457 Plan") and HCMC will make a dollar-for-dollar matching contribution up to \$7,750 per calendar year and will not pay or withhold FICA taxes. No other matching contributions will be made. For purposes of these rules, "base pay" means the total stipend from HCMC, including the resident/fellow's elective contribution to the state section 457 plan, but excluding HCMC's matching contribution to the state section 457 plan. The resident/fellow may withdraw his/her contributions and the matching contributions from the state plan at the end of his/her employment. Alternatively, the resident/fellow may participate in the employee Social Security program (FICA). The contribution will be at the statutory rate (currently 6.2% for Social Security and 1.45% for Medicare). It may not be withdrawn at the end of employment. IF A RESIDENT/FELLOW FAILS TO CHECK the State Section 457 Plan Option under VIII.F and complete the requisite enrollment form for the plan, the resident/fellow will be subject to FICA.
- D. Specific issues related to on-call schedules and activities outside of the residency training program shall be determined by the respective departments and divisions of HCMC.
- E. The resident/fellow is responsible for knowing all information in the resident/fellow manual, which contains additional information and policies governing: 1. parental leave of absence, 2. personal leave of absence, 3. professional leave, 4. effect of leave on completion of the program, 5. on-call quarters, meals, and scrubs, 6. counseling, medical, and psychological support, 7. physician impairment and substance abuse, 8. activities outside the program, 9. accommodations for disabilities, 10. conditions for reappointment, 11. impact of program closure, 12. Prohibited Harassment and Discrimination Policy (this policy addresses how to make a complaint regarding sexual harassment and other types of discrimination/harassment) 13. Duty hours, 14. Completion of USMLE Step III examination.
- F. If a resident/fellow has a grievance, he/she should contact his/her residency/fellowship program director. Attempts should be made to resolve grievances with those directly involved. Assistance/advice toward resolving conflict can be sought by the resident/fellow from the program director, chief of service, advisor,

and/or other resident/fellows or faculty members. If the grievance is not resolved within the resident/fellow's program, it may be reported to the Designated Institution Official (DIO).

IV. TERM OF THE AGREEMENT

This agreement of appointment shall commence on **June XX, 20XX and terminate on June 30, 20XX**. Attendance at mandatory new resident/fellow orientation held **June XX, 20XX through June XX, 20XX** will be paid at the same rate as this agreement. Clinical rotations will begin on **June 24, 20XX**. This agreement may be renewed and the resident/fellow reappointed for additional one-year periods as outlined in the "Resident/Fellow Evaluation and Promotion" policy located on the GME website.

V. RESIDENT/FELLOW EVALUATION AND PROMOTION

The assessment of academic performance of each resident/fellow is the responsibility of the residency/fellowship program director, with recommendations by the Program's Clinical Competency Committee. Academic performance by a resident/fellow will be evaluated by a careful and deliberate review of the resident/fellow's performance: demonstrated skills, abilities, progress, clinical judgment, medical knowledge, attitudes and level of functioning as a member of the health care team. The program maintains all documentation of the evaluation. The Program Director or his/her designee must meet with each resident/fellow at least twice a year to review and discuss the results of the feedback, and, based on the resident/fellow's progress, may promote the resident/fellow to the next year of training. A complete description of "Resident/Fellow Evaluation and Promotion" policy is located on the GME website.

If it is determined by the program director that a resident/fellow has demonstrated unsatisfactory academic performance, unprofessional conduct, or violations of policy, action may be taken by the program director to remediate, discipline and/or dismiss the resident/fellow pursuant to "Resident Fellow Progressive Discipline, Appeals and Dismissal" policy located on the GME website.

VI. RESIDENT/FELLOW POLICY AND PROCEDURES FOR DISCIPLINE AND/OR DISMISSAL

- A. Resident/fellow progressive discipline and dismissal are the responsibility of the Program Director (PD). When a resident/fellow's academic or non-academic performance is determined to not meet standards, he/she will follow a set of procedures that include but are not limited to, coaching, performance improvement, probation, suspension, extension or non-renewal of contract, and dismissal.
- B. The following actions shall entitle the resident/fellow to a hearing upon timely and proper request:
 1. Non-renewal of contract during the normal course of residency/fellowship;
 2. Probation
 3. Suspension of over 30 days from residency/fellowship program;
 4. Dismissal from residency/fellowship program;
 5. Other actions that could significantly threaten a resident/fellow's intended career development.
- C. A complete description of the policy and procedure "Resident/Fellow Progressive Discipline, Appeals and Dismissal" is located on the GME website.

VII. RESIDENT/FELLOW STATUS

Resident/fellows are employees of Hennepin Healthcare Systems, Inc., and students in their residency/fellowship program.

VIII. MISCELLANEOUS

- A. Failure to pass a drug screen test at any time during residency shall be grounds for immediate suspension or dismissal if in compliance with Minnesota Drug and Alcohol Testing in Workplace Act, Minnesota Statute Section 181.950 – 957, and the Medical Center Drug and Alcohol Testing Policy.
- B. In order for a resident/fellow to have direct contact with hospital patients at HCMC, the resident/fellow must successfully complete the background check required by Minnesota law.
- C. The resident/fellow warrants that he/she is a U.S. citizen or has obtained proper authorization from the United States Citizenship and Immigration Services (e.g. visa or work permit) to enable the resident/fellow to lawfully stay in the United States for the duration of his/her residency or fellowship program.
- D. This agreement may not be modified or altered, except in writing as an amendment signed by the parties below.
- E. Residents/fellows will be subject to FICA unless the resident/fellow Deferred Compensation ("State 457 Plan") option, as described in paragraph III.C.12, is selected.

Please select by initialing one option:

- _____ Contribution to the State Section 457 Plan, the deferred compensation plan
- _____ Ordinary FICA (Social Security) contribution
- _____ Optional for J1 visa holders: Exempt from FICA and employee/employer contribution

Please check one only:

- This is the first time I made this decision
- This option is different from last year
- This option is the same as last year.

I understand that I need to have completed and furnished to HCMC my passing USMLE Step III, COMLEX, or other appropriate scores prior to February 15 of my PGY-2 year. Failure to pass this test or to provide the requested information will result in non-renewal of my contract for my PGY-3 year.

Please check box below:

- I will be taking this test before December of my PGY-2 year so that documentation of my passing score can be presented to my program by February 15 of my PGY-2 year so I may be eligible for a PGY-3 contract.
- I passed Step III and have furnished a copy of my test score to my program coordinator.
- Not applicable for Dentistry and Podiatry residents/fellows.

Date _____

By _____
(Print Resident/Fellow name)

By _____
(Resident/Fellow signature)

By _____
Medical Director, HCMC

By _____
Director of Residency/Fellowship Program, HCMC